AGREEMENT

THIS AGREEMENT, made this 1st day of January, 2026, by and between JACKSON COUNTY INTERMEDIATE SCHOOL DISTRICT, of Jackson County, Michigan, herein called the Employer, and JCEA/JCISD ESPA, herein called the Union.

ARTICLE 1
RECOGNITION

A. **Bargaining Unit.** Pursuant to and in accordance with the applicable provisions of Act 379 of the Michigan Public Acts of 1965, as amended, the Employer recognizes the Union as the sole and exclusive collective bargaining representative for the purposes of collective bargaining with respect to wages, hours and other conditions of employment for the term of this Agreement, of the following described employees of the Employer.

All full-time and regularly scheduled part-time secretarial/clerical, data processing, food service, custodian/maintenance, van driver, technical and media personnel; excluding supervisory personnel (including the secretarial/clerical staff supervisor, purchasing agent, print shop manager, Braille program director, program analyst, and the audio-visual repair supervisor), confidential employees (including the human resources generalist, employee benefits specialist, and the Superintendent's secretary), accountants, general education student data coordinators, bus mechanics, graphic designer and all other positions currently covered by an existing labor agreement.

B. **Definitions**. The term "employee" when used in this Agreement shall refer only to members of the bargaining unit. The term "full-time employee" for most purposes shall mean an employee who is regularly scheduled to work the normal schedule for the assignment, as described in Article 7 and at least forty-two (42) weeks per year on a permanent basis. The term "regular part-time employee" shall mean an employee who is regularly scheduled to work less than the normal schedule for the assignment and/or less than forty-two (42) weeks per year.

ARTICLE 2
BOARD RIGHTS

A. All rights which ordinarily vest in and have been exercised by the Employer, except those which are clearly relinquished herein by the Employer, shall continue to vest in and be exercised by the Employer without prior negotiations with the Union. The Employer, as in the past, will continue to have such rights which will include, by way of illustration and not by way of limitation, the right to:

1. Establish policies, manage and control the District, its equipment, and its operations and to direct its working forces and affairs.

2. Continue its policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify or change any work or business or school hours or days, but not in conflict with the terms of this Agreement.

3. Hire all employees and determine their qualifications and the conditions for their continued employment or their dismissal or demotion; and to promote, transfer, and assign all such employees, and to determine the size of the work force and to lay off and recall employees.

4. Determine the services, supplies, and equipment necessary to continue its operations; determine all methods and means of distributing, disseminating and/or selling its services; determine methods, schedules, and standards of operation, and the means and processes of carrying on the work, including automation, contracting and the institution of new and/or improved methods or changes therein.

5. Adopt reasonable rules and regulations.

6. Determine the qualifications of employees, and, if necessary, require physical and mental examinations by appropriate medical personnel, the costs thereof to be borne by the Employer.

7. Determine the number and location or relocation of its facilities.

8. Determine the placement of operations and the sources of materials and supplies.

9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

10. Determine the size of the administrative organization, its functions, authority, amount of supervision and table of organization.

11. Grant or deny leaves of absence as deemed appropriate.

The foregoing rights are limited by the terms of this Agreement.

ARTICLE 3
UNION MEMBERSHIP AND PAYROLL DEDUCTION

A. **Membership**. Membership in the Union is not compulsory. Employees have the right to join, not join, maintain, or terminate their membership in the Union as they see fit. Neither party shall exert or put pressure on or discriminate against an employee regarding such matters.

The Employer will make a good-faith effort to furnish the Association with the names, home addresses and work sites of all newly hired employees no later than 14 days after hiring. When new bargaining unit employees are onboarded, the employee will be provided with contact information for a designated Association leader.

B. **Payroll Deduction**. Upon appropriate written authorization from the employee, the Employer shall deduct from the salary of an employee and make appropriate remittance for employee health insurance contributions, approved retirement savings plans, and contributions to the United Way. The Employer will also deduct for available insurance options and other plans, which have been approved by the Employer.

C. **Direct Deposit.** Both percentage-based and amount-based direct deposit options will continue to be available to employees.

ARTICLE 4
UNION RIGHTS

A. **Use of Facilities and Equipment**. The Union and its members shall have the right to use school facilities at all reasonable hours for meetings upon approval of the Superintendent or designee, as long as such meetings do not interfere with normal school operations. Use on regular school days shall be without charge but when such use during the evening or weekends results in added costs to the Employer, such costs shall be paid by the Union.

The Union shall also have the right to use minor audio-visual and other office equipment when such equipment is not otherwise in use. The Union shall pay the cost of all materials and supplies incident to such use.

B. **Union Business**. Duly authorized representatives of the Union and its respective affiliates shall be permitted to transact official Union business on Employer property at all reasonable times, provided that this shall not interfere with or interrupt normal operations. Representatives shall notify the school of their presence.

C. **Bulletin Boards**. The Union shall have the right to post notices of activities and matters of Union concern on designated bulletin boards, at least one of which shall be provided in each of the Employer's buildings or facilities to which bargaining unit members may be assigned.

D. **Access to Information**. The Employer agrees to furnish to the Union in response to reasonable requests available information concerning its financial resources and expenditures including: annual financial reports and audits; names, addresses, seniority and experience credit of all bargaining unit members; compensation paid thereto; budgetary information; agendas, minutes and reports of or to Employer Board meetings; and such other information as will assist the Union in developing proposals for collective bargaining together with the information which the Union may require to process any grievance or complaint.

E. **Union Business Days**. The President of the Union or designee may use up to eight (8) days per year for Union business provided that (1) the Union reimburses the Employer for the salary of the employee (including associated MPSERS and tax payments); (2) a qualified substitute can be hired; and (3) such leave not be used to support a strike. An individual may not take more than three (3) days, except the President may take up to five (5) days. All employees in the unit shall have two (2) hours of paid released time each year of this Agreement to attend a Union general membership meeting at a date and time approved by the Superintendent or designee.

ARTICLE 5
EMPLOYEE RIGHTS

A. **State and Federal Laws.** The Employer and the Union agree to abide by Act 379 of the Public Acts of 1965 and to all applicable laws and statutes pertaining to employee rights and responsibilities.

B. **Non-Discrimination.** Neither the Employer nor the Union will unlawfully discriminate with regard to race, creed, religion, ethnic group, national origin, age, sex (including sexual orientation and gender identity), marital status, family status, military status, weight, height, genetic information, non-job interfering handicap, or other legally protected status in the application of the provisions of this Agreement.

All employees are responsible to refrain from illegal discrimination in the course of employment. Employees who believe they have been subject to illegal discrimination in the workplace are encouraged to access the complaint processes found in Board Policies 3115, 4101, 4104, as applicable, or to contact the U.S.

Department of Civil Rights or the Michigan Department of Civil Rights. Additionally, Title IX of the Civil Rights Act requires all employees to avoid and discourage sexual harassment of students and staff members, and to report such incidents and any related retaliation complaints to a Title IX Coordinator. All Title IX Coordinators' names and contact information can be found at the bottom of the district's web page. Complainants may report sexual harassment incidents directly to a Title IX coordinator or the U.S. Department of Education Office of Civil Rights.

C. **Private Life.** The private life of an employee is his/her own affair unless the employee's conduct shall adversely affect the discharge of duties or the Employer.

D. **Just Cause**. No bargaining unit member shall be disciplined without just cause.

E. **Progressive Discipline**. In order to insure that the employee is aware of work-related difficulties the Employer will use a system of progressive discipline except in cases where the seriousness of the infraction or the grossness of the offense warrants a deviation from same.

ARTICLE 6
WORKING CONDITIONS

A. **Safety**. Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or wellbeing.

B. **Equipment**. The Employer shall provide without cost to the bargaining unit member the following:

1. To maintenance, custodial, and warehouse employees, uniforms in a style and color appropriate for the work per current practice. Employees shall be provided at least five (5) complete sets of uniforms and one pair of suitable footwear. Uniforms shall be replaced as they become unusable. Such employees shall wear the uniforms during work hours and shall maintain them in good condition and repair. (The Association and the Employer may agree to substitute the uniform benefit for a work clothing allowance with reasonable dress guidelines.)

2. In areas where necessary, adequate and approved safety equipment per current practice.

C. **Use of Personal Vehicles**. Bargaining unit members who use their personal vehicle in the course of the discharge of their normal duties will be compensated at a rate equal to the applicable IRS standard mileage rate then in effect.

Mileage and any other eligible travel expenses shall be approved by the designated administrator, and submitted on the official voucher form to the employee's administrator no later than 45 calendar days after the date for which reimbursement is claimed. All vouchers shall be approved by the employee's immediate supervisor. Travel expense claims filed after the 45 day deadline will only be paid if extraordinary circumstances caused the delay. Approved, year-end travel expense claims will be submitted to the business office by the deadline (generally in mid-July) published each spring. Travel expense claims from a previous fiscal year will not be reimbursed.

D. **Board Assigned Vehicles**. The board reserves the right to, at its discretion, furnish transportation for any staff member at any time. Employees shall be required to use a board assigned vehicle for work related duties when so assigned.

E. **Driving Requirements**. Employees who transport students and/or operate a board assigned vehicle must have an appropriate Michigan driver's license and good driving record (6 points or fewer). An employee may only transport students with approval of a district administrator.

ARTICLE 7
WORKING HOURS

A. **Work Week and Schedules**. The normal work week is thirty-seven and one-half (37-1/2) hours for all full-time employees except full-time custodians, maintenance, warehouse coordinator, delivery driver, and data processing employees who normally work forty (40) hours per week. A forty (40) hour work week may be established on a case-by-case basis for additional bargaining unit positions if it is established that there is a consistent need for the additional hours to perform the position's responsibilities. A lunch period of not more than sixty (60) minutes shall be taken with prior arrangements made by the employee with his/her immediate supervisor(s). Relief or break periods will be permitted per current practice.

1. **Schedule Adjustments**. An employee's work schedule may be adjusted by the Board at any time by giving thirty (30) days' advance written notice to the affected employee and the Union or by mutual agreement of the Employer and the Union.

2. **Workday**. The normal workday is seven and one-half (7-1/2) continuous hours, exclusive of lunch, for full-time employees; except for custodial, maintenance, and warehouse employees, where the normal workday is eight (8) continuous hours.

3. Employees may have the option of working an equivalent of their scheduled work week in four (4) week days during the summer break subject to approval of administration. Should the need for an employee's service arise as determined by administration, the employee will report to work as requested and 48 hour notice is required, unless the employee otherwise agrees to less notice.

4. The employee and the supervisor may agree to flexible scheduling of an employee's regular weekly hours during the same work week.

5. Requests for temporary, short-term reduction of hours may be made for reasons not encompassed within Family and Medical Leave. The Employer will consider all relevant factors, including but not limited to duration, ability to accommodate the request, the employee's work record, and overall impact on the organization. The Employer's decision will be final.

B. **Overtime**.

1. Overtime may be scheduled by a supervisor. An employee may not work overtime without the advance approval of the employee's supervisor. Employees shall receive overtime pay at a rate of one and one-half (1-1/2) times the employee's regular rate of pay for all hours worked in a work week in excess of forty (40) hours and for all hours worked on Sundays and holidays.

2. In the case of holidays, overtime pay will be in addition to holiday pay if the employee is entitled to holiday pay for that day.

3. Paid leave shall not count towards hours worked.

C. **Act of God Days**. An employee who is unable to report to work due to inclement weather or other acts of God shall telephone the Board (768-5200 or such other number as is designated by the Board for this purpose) before the employee's scheduled starting time. Work time missed will be charged against an employee's personal business or vacation days. If an employee is required to work when all district offices are closed due to an act of God, the employee will be paid at the regular rate of pay for all hours worked (along with being compensated for the regular work hours that would have been excused because all District offices are closed). If weather conditions warrant that employees be sent home, they shall be paid for the remainder of their regularly scheduled workday.

If inclement weather warrants full day closure of the Jackson Area Career Center, non-essential employees may delay reporting to work until noon and will not suffer a loss in compensation or a reduction in leave bank for the work time missed.

ARTICLE 8
VACANCIES, CHANGES IN ASSIGNMENTS, AND TRANSFERS

A. **Definitions**.

1. The term "vacancy" means an unoccupied position within the bargaining unit that is newly created or which the employee who previously held the position vacated it by resignation, retirement, death, reassignment, or transfer.

2. The term "change in assignment" means an employee moving from one position to a comparable position.

B. **Changes in Assignment**. Change in assignment shall be made final only after discussion with the affected employee.

C. **Filling Vacancies**. When filling a vacancy, the Board agrees to give first consideration to qualified applicants employed in the same occupational group in which the vacancy exists; however, other qualified applicants may be considered. Due weight will be given to competency, professional qualifications, experience in the occupational group for which there is a vacancy, and length of service. If all such factors, except length of service, of two (2) or more qualified applicants are essentially equal, the applicant with the greatest length of service with the District shall be awarded the vacancy. The decision of the Employer, with regard to the filling of vacancies, shall be final and not subject to the arbitration level of the grievance procedure.

D. **Posting**. Whenever a vacancy occurs, the Board shall post such vacancy on its website for five (5) days, excluding Saturdays, Sundays, and holidays. Exception: Employees eligible to return from layoff status or requesting accommodation due to disability will be given first consideration for placement in said vacancy prior to posting.

E. **Summer Vacancies**. Employees who wish to be considered for a vacancy which occurs during the summer months shall, during the last week of the regular school year, indicate in writing to the Director of Human Resources their desire to receive postings and provide a summer e-mail address, or make other mutually agreeable arrangements. In such cases, the following procedure shall be followed:

1. All employees who have expressed such written interest will be sent copies of the postings by e-mail or in the alternate pre-arranged method.

2. An employee so notified shall have the responsibility of completing the application within seven (7) days of the date of such notification.

3. Summer vacancies shall be posted and filled according to Section C and D of this Article.

F. **Temporary Transfers**. Temporary involuntary transfers of employees may be made at the direction of the Employer. An employee who is transferred to another classification for ten (10) consecutive workdays shall then be paid at the rate of that position at the employee's current step retroactive to the first day. An employee's pay rate shall not be reduced due to a temporary transfer.

G. **Less Than Full-Time Work**. Bargaining unit work that is less than full-time will be posted in accordance with the above procedure. First consideration shall be given to employees with less than a full-time work schedule, who apply for the posted position. It is recognized that the Employer is not obligated to change work hours in order to accommodate such application.

H. **Student Help**. "Student Help" may not be used to reduce the work time of bargaining unit members or to replace a vacancy in the unit created by the resignation, retirement, death, transfer, promotion or discharge for cause of any bargaining unit member.

ARTICLE 9
LEAVES OF ABSENCE

A. **Paid Leaves**.

1. **Sick Leave Allowance**. At the beginning of the fiscal year, each twelve (12) month employee shall be credited with a sick leave allowance of twelve (12) days. Employees who work in less than full-time assignments will be credited with their sick leave allowance based on the employee's "average" workday (i.e., standard weekly hours divided by five).

2. **Prorata**. Employees working less than twelve (12) months shall be credited with prorated sick leave benefits.

3. **Accumulation of Unused Days**. Unused sick days shall be allowed to accumulate to a maximum of the number of days equal to the employee's regular work year. (Examples: 52-week employee = 260 days; 46-week employee = 230 days.)

4. **Use of Sick Leave**. Leaves of absence with pay charged against sick leave shall be granted for:

a. **Personal Illness**. Absence due to physical or mental illness, health condition, preventative care, medical appointments, or accident of the employee.

1) **Worker's Comp./Liability Insurance**. Employees may choose to supplement worker's compensation and/or the employer's liability insurance payments with sick leave in order to be compensated by the employer at the employee's regular gross rate for the applicable absence period. In order to use sick leave for this purpose, the employee must turn in the worker's compensation or insurance claim check to payroll staff in a timely manner. The employee will receive regular gross pay reflecting the claim payment that is turned in and a prorated amount of sick leave from the employee's bank. When an employee's sick leave bank is exhausted, the employee shall be placed on an unpaid leave of absence for up to

one (1) year by the employer and will receive only the compensation provided by the worker's compensation benefit or the employer's liability insurance.

b. **Family Leave**. Absence due to physical or mental illness, health condition, preventative care or disabling accident of the employee's spouse, children, members of the employee's immediate household and immediate family. Family member classifications will be interpreted consistent with the Michigan Earned Sick Time Act (ESTA) for paid sick leave. Therefore, the term "children" includes biological, adopted, foster and stepchildren, legal wards and children to whom the employee stands *in loco parentis.* The term "parents" includes biological, foster, step and adoptive parents, and legal guardians of the employee or the employee's spouse or an individual who stood *in loco parentis* when the employee was a minor child. The term "sibling" includes a biological, foster or adopted sibling.

c. **Funeral Travel**. Absence to attend a funeral of a member of the employee's immediate family, as defined in subsection 5, a, below, when unusual travel time requires more than three (3) days, with a limit of two (2) days per occurrence.

d. Attending a funeral service for an individual not covered by Section 5, a., below.

e. Reasons that sick leave may be used pursuant to the PMLA include:

1) Closure of the employee's primary work place by order of a public health official due to a public health emergency;
2) Care of a child whose school or place of care has been closed by order of a public health official due to a public health emergency;
3) Exposure of the employee or family member to a communicable disease that would jeopardize the health of others as determined by public health authorities or a health care provider;
4) In domestic violence and sexual assault situations, employees may use paid sick leave for associated medical care, psychological or other counseling; to receive associated services from a victim services organization; for associated relocation; to obtain associated legal services; or to participate in associated civil or criminal proceedings.

Sick leave will not be scheduled on the day before or after a holiday if it is avoidable. Paid sick leave is not available in instances when an employee fails to call in to report his/her absence as instructed and/or when an employee fails to report, barring extreme, documented, emergency conditions.

5. **Other Leaves**. Leaves of absence with pay not charged against sick leave shall be granted for:

a. **Funeral Leave**. Absence because of a death in the immediate family to attend the funeral, not to exceed three (3) days for each occurrence. Immediate family shall mean an employee's spouse, children (including all children for whom the employee is *in loco parentis*), brothers, sisters, parents, stepparents, grandchildren, spouse's parents and grandparents of the employee or spouse.

b. **Jury Duty**. Absence when called for jury duty or subpoenaed to testify in court for a District-related matter, provided the testimony is not against the Employer. Pay shall be reduced by the amount received for jury duty or witness fee.

c. **Personal Days**. Personal matters up to five (5) days per year **which cannot be scheduled outside the regular workday.** Such use shall be documented by submitting a signed statement (or providing an appropriate statement for the supervisor in the online absence system) indicating that the use of the day meets the conditions mentioned in this subsection. Personal days cannot be used in combination with other types of leave, unless in emergency situations. All usage of personal days must be pre-approved. Supervisors will grant approval based on operational needs and the chronological order in which requests are received. Additional details regarding the absence will only be requested in advance of the absence if the absence is adjacent to a holiday, vacation day or health leave. Unused personal days shall be credited to and accumulated only for use as sick leave. Personal days shall not be granted to pursue or engage in other employment. Employees who work in less than full-time assignments will be credited with personal leave allowance based on the employee's "average" workday (i.e., standard weekly hours divided by five).

B. **Leaves Without Pay**.

1. Definition. Leaves of absence without pay of up to one (1) year may be granted by District for the following pre-approved reasons, as defined by the Family Medical Leave Act (FMLA):

   a. **Employee's Serious Health Condition** – e.g. A Serious health condition that makes the employee unable to perform the functions of his/her job.
   b. **Parental Leave** - e.g. Birth or care of employee's newborn child; care for a newly adopted child.
   c. **Family Illness -** e.g. Care for a spouse, child, parent (but not parent-in-law) who has a serious health condition.

   Duration of this Leave will not exceed one (1) year, inclusive of any other leaves of absence taken (e.g. FMLA).

2. Request and Approval Process. Leave Without Pay must be requested in writing (see attached form) and directed to the Department of Human Resources. Requests should be made at least three weeks in advance or as soon as practically possible.

   Approval process and notification procedure will follow the Family and Medical Leave Act (FMLA) guidelines as outlined by the Department of Labor (DOL) Board Policy 4106.

3. Eligibility. Employees are eligible for this Leave after they have been employed with the District for at least five (5) years.

4. Benefits. An employee on Leave Without Pay shall have such health insurance benefits as are available, prior to the employee going on leave, provided said employee reimburses the Employer for the full cost of the benefits.

5. Return from Leave. The Board will return an employee to a comparable available position following leaves of one (1) year or less. Should a comparable position not be available, the recall provisions will apply.

6. Notification of Intent to Return. Employee is required to notify the District of his/her intent to return at least 30 days prior to the completion of leave. If the leave was granted for an employee's serious health condition, the employee must provide medical verification of fitness to perform all the essential

functions of his/her assignment with or without reasonable accommodation at least one week prior to the desired return to work date.

7. Automatic Quit. Any employee failing to give proper notification and/or return to work upon completion of a leave shall be deemed an automatic quit.

C. **Reinstatement Rights**. Reinstatement rights are subject to the layoff provisions of Article 17.

D. **Work Accommodations.** If the employee cannot be accommodated within his/her current assignment, he/she may be reassigned to an assignment consistent with the employee's work restrictions for which he/she is qualified and able to perform all the essential functions, with or without reasonable accommodation. Such reassignment will also take into consideration program needs, board policy and any applicable and relevant law. If appropriate for an individual disability accommodation, the Board may grant a reasonable extension of an unpaid leave of absence for an employee who needs up to one additional year to return to a comparable assignment and is expected to then be able to perform all the essential functions of that assignment, with or without reasonable accommodation.

E. **Family and Medical Leave.** Most full-time (and potentially some part-time) employees are eligible to take leaves of absence pursuant to the Family and Medical Leave Act of 1993 (FMLA). The FMLA and the associated regulations allow eligible employees to take unpaid leaves for certain health and family related reasons for up to twelve work weeks in a twelve month period, and for certain military-related reasons for up to 26 work weeks in a twelve month period, without loss of employer-paid health benefits. Eligible employees taking FMLA Leave for health-related reasons will use accumulated Sick Leave. Upon return from the FMLA Leave, the employee will be restored to a comparable position, in accordance with the Act. If the staff member fails to return to work at the end of the leave for reasons other than the continuation, recurrence, or onset of a serious health condition of the staff member or of the staff member's immediate family member, or for circumstances beyond the control of the staff member, the staff member shall reimburse the board for the health insurance premiums paid by the board during the unpaid FMLA leave period.

ARTICLE 10
NEGOTIATIONS PROCEDURE

A. It is contemplated that the terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual consent in writing between the parties.

B. **Negotiations**. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

C. **Joint Committee**. Representatives of the Employer and the Union's bargaining committee will meet on a mutually selected date and time at either's request for the purpose of reviewing the administration of the contract and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure. The requesting party will submit to the other, before the meeting, an agenda covering what they wish to discuss. Should such a meeting result in a mutually acceptable amendment to the Agreement, then

the amendment shall be subject to ratification by the Employer and the Union provided that the respective bargaining committees shall be empowered to effect temporary accommodations to resolve special problems not requiring alteration of previously ratified Articles.

D. **Successor Agreement**. Negotiations between the parties on a successor Agreement shall begin at least sixty (60) days prior to the expiration of the contract term.

E. **Copies of Agreement**. There shall be two (2) signed copies of any final agreement. One copy shall be retained by the Employer and one by the Union. Copies of this Agreement shall be printed by the Union. The cost of printing the Agreement shall be shared equally by the parties.

F. **Savings Clause**. If during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination of its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provisions.

G. **Entire Agreement**. No agreement, practice or understanding contrary to this collective bargaining agreement, nor any alteration, variation, waiver, or modification of any of the terms or conditions herein shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver, or modification is executed in writing between the parties. This Agreement constitutes the sole, only and entire agreement between the parties hereto and cancels and supersedes any other agreements, understandings, practices, and arrangements heretofore existing. Any individual contract between the Employer and an individual bargaining unit member shall be subject to and consistent with the terms and conditions of this Agreement.

H. **Emergency Financial Manager**. An emergency financial manager appointed under the local government and school district fiscal accountability act may reject, modify, or terminate the collective bargaining agreement as provided in that act.

[NOTE: This section was included in this agreement because it is legally required by state law, and not because the parties negotiated over and agreed to the language during collective bargaining. The Association reserves the right to challenge this aspect of the referenced law in the appropriate civil court forum, and to argue that this section is not binding on the parties. The reservation of right does not include challenging the Employer relative to this issue.]

ARTICLE 11
EVALUATION

A. **Purpose.** The parties developed an evaluation process that will provide a format for discussion about performance-related topics, including expectations, observations, strengths, areas for improvement, development of goals for the employee to improve or grow, and actionable steps to reach those goals. The evaluation form will be used to document those discussions and provide better rubrics to distinguish between possible ratings.

B. **Frequency**. Each employee shall be evaluated by his/her supervisor at least bi-annually, unless they are a probationary employee or received a less than effective rating the year prior. If needed, performance deficiencies will be addressed through off-cycle evaluations. New employees shall be evaluated at least once

during their probationary period and an employee transferred to a new position may be evaluated within ninety (90) days after the transfer.

C. **Process**. The evaluation shall be completed in the following manner:

1. **Employee Preparation.** The employee will use the evaluation form to consider his/her strengths and weaknesses in preparation for the goal setting meeting. The employee is encouraged to perform a self-evaluation on the form as part of his/her preparation. The employee should be prepared at the goal setting meeting to suggest areas s/he can improve or grow.

2. **Supervisor Preparation.** The supervisor will prepare for the goal setting meeting by reviewing past performance, areas in which improvement is most needed relative to the employee's current assignment, and what supports might effectively assist the employee in achieving improvement.

3. **Goal Setting Meeting.** The employee and supervisor will review the evaluation form and the most current job description for the employee's assignment. The employee and supervisor will discuss their ideas for goals and strategies and work together to identify goals with specific strategies for improvement in the evaluation period. The supervisor will identify what types of measurements will be used to rate the employee's progress toward achieving the goal(s) during the evaluation period.

4. **Evaluation.** Near the end of the work year, the supervisor will consider the work performance of the employee during the year and the employee's progress on his/her improvement goal(s) using the measurements identified at the goal setting meeting. Using that information, the supervisor will complete the evaluation form.

5. **Evaluation Conference**. At the evaluation conference the supervisor and employee shall review and discuss the contents of the completed evaluation form, including the progress achieved on the established goals for the previous year. The employee may perform a self-evaluation at this stage as well to assist with the discussion at this conference. The employee will document that the evaluation has been reviewed together with the supervisor.

6. **Goal Setting for the Following Year.** At the evaluation conference, or shortly thereafter, the employee and supervisor will establish goals for the next evaluation period and identify the types of measurements that will be considered in evaluating progress toward achieving each goal.

7. **Copies**. The employee shall retain a copy of the completed evaluation form and the original copy shall be forwarded to the Human Resources Department for insertion in the employee's personnel file.

8. **Written Response**. If the employee disagrees with any area of the completed evaluation form, the employee may attach a written response which will then become a part of the employee's personnel file. This response shall be made within ten (10) working days after the employee receives a copy of his/her evaluation or the follow up conference, whichever is later.

9. **Withholding of Salary Step**.

   a. An evaluation which contains a recommendation by the supervisor to withhold a salary step increase based on multiple areas of concern shall be reviewed by the Director of Human Resources for a recommendation to the Board of Education. Any written response to the evaluation by the employee shall be attached thereto for review by the Director of Human Resources and the Board of Education.

   b. It is expressly understood that the withholding of a salary step increase is subject to the grievance procedure.

10. **Less than Acceptable Evaluation**. An employee who receives an evaluation with multiple areas of concern shall be re-evaluated within three (3) months to determine whether the employee has corrected the deficiencies in his/her job performance.

ARTICLE 12
COMPENSATION

A. **Salary Schedule**. The salary schedule and pay grade class for each job title are set forth in Appendix B attached hereto and by this reference made a part hereof. An employee will move through the steps on the salary schedule by gaining one (1) year's credit for each year worked; provided, however, that progression on the schedule may be withheld for employees who have multiple areas of concern on their immediately preceding annual evaluation. An employee must work at least one-half (1/2) of a year to receive credit on the schedule. New employees shall be placed at the beginning step of the grade at which their position is classified, except a new employee may be given not more than four (4) years' credit on the schedule for related experience without consent of the Union, as determined by the Employer. Employees who change position to a higher level on the salary schedule than their current position will be placed on the salary schedule at their current step at the appropriate level for their new position. Employees who change position to a lower level on the salary schedule than their current position will be placed on the salary schedule at their current step at the appropriate level for their new position.

   There will be no automatic step, lane or longevity increases after expiration of the contract.

B. **Required Training**. The cost and expense of training required by the Employer shall be paid or reimbursed by the Employer. Expenses shall include actual and reasonable travel and meals which will be promptly reimbursed by the Employer upon submission of an expense voucher with supporting receipts.

C. **Rates of New Jobs**. If, during the life of this Agreement, a new job classification is created which is covered by this Agreement, the Board shall establish the job duties and the pay grade applicable thereto and shall promptly notify the Union of its decision. If the Union believes the pay grade thus set is inadequate, the Union shall have the right, within thirty (30) calendar days after it has been so notified, to initiate negotiations with regard to the pay grade assigned to the job classification. If negotiations have not been initiated during said thirty (30) calendar day period, the pay grade so assigned shall be permanent.

D. **Job Title/Classification Review Procedure.** A joint Union/Employer committee will be established to periodically review and update job classifications. This committee is advisory to the Board. The decision of the Board will be final and binding and is not grievable. Pay grades of job titles/classifications are subject to bargaining between the parties and may occur at the request of either party following completion of review of the job titles/classifications.

E. **Pay Periods.** Wages will be paid twice per month, on the 8th and 23rd, and shall be in twenty-four (24) equal installments, unless prior to July 1, written request for the ensuing year is made by an employee with a less than 46 week schedule for twenty (20) equal payments. If the semi-monthly pay day falls on a weekend, payments will be made on the Friday immediately preceding the scheduled pay date.

F. **Short Year Assignments**. Wage step increases and salary schedule increases, when applicable and consistent with state law, will be effective on the first day worked in the short year assignment commencing on or after July 1.

G. **Voluntary Retirement Savings.** Employees who participate in the employer's 403(b) voluntary retirement savings plan will be eligible for an employer match for their contributions, which will be calculated twice per year based on employee contributions. The employer match will be 100% of employee contributions during the fiscal year, up to a maximum employer contribution of $1,000 for contributions during 2025-26 and 2026-27. Beginning in 2027-28 fiscal year, the maximum employer contribution will be $1,500.

Employees hired on or after July 1, 2022, will be automatically enrolled in the VRSP 403(b) plan with a contribution of $10.00 deducted from their salary/wages each payroll period, continuing until such time as the employee alters THEIR enrollment or contribution status, which may be done prospectively at any time. Such enrollment changes may include discontinuation of their 403(b) plan, starting a 457 plan, and/or adjusting their contributions prospectively.

H. **Longevity.** Bargaining unit members shall receive an annual longevity payment after five (5) years or more of service. Half or part-time service shall be prorated for purposes of compensation for longevity. For purposes of this section, any unpaid leave granted by the Employer shall not be used to compute longevity benefits. However, all other years of service will be counted. Longevity payment will be made to employees in a lump sum in the first paycheck in February, and will be based on the following schedule:

After 5 years of service to JCISD	$200
After 10 years of service to JCISD	$400
After 15 years of service to JCISD	$600
After 20 years of service to JCISD	$800

ARTICLE 13
GRIEVANCE PROCEDURE

A. **Definitions**. For purposes of this Agreement, a grievance is defined as any claim or complaint that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement. All such grievances shall be processed as hereinafter provided.

B. **Exclusions**. Matters to be excluded from consideration under the grievance procedure are as follows:

1. The termination or discipline of a probationary employee.
2. The evaluator's subjective assessment of an employee's performance.
3. Any grievance for which an employee applies for redress as provided by Board policy and appeal procedure, or any matter which is within the jurisdiction of the United States or Michigan agencies.

C. **Time Limits.** All time limits shall be weekdays (i.e., all days except Saturdays, Sundays, and holidays). Time limits may be extended only by mutual consent of the parties. If the Union does not appeal a grievance from one step to another within the time limit specified, the grievance shall be considered as being settled based

on the Employer's last answer. If the Employer fails to reply to a grievance at any step of the grievance procedure within the specified time limits, the grievance shall automatically be referred to the next step in the grievance procedure.

D. **Procedure**. The Union, employee, and the Employer will attempt in good faith to resolve the grievance at the lowest possible level in the grievance procedure.

1. **Complaint Stage**. The Union or an employee who believes he/she has a complaint must submit the complaint orally to the employee's or employees' immediate supervisor within ten (10) days after the employee or employees have knowledge of the complaint, or within ten (10) days after the employee or employees reasonably should have had knowledge of the complaint. The immediate supervisor shall render his/her verbal decision within five (5) days after the complaint is submitted. The Union and the Employer believe that there should be a sincere effort on the part of each of the parties to settle differences as far as possible in the above manner and in any event, at the lowest level of the grievance procedure possible.

2. **Level I** (Immediate Supervisor):

   If not resolved, the complaint must be reduced to writing, signed by the grievant, and filed with his/her immediate supervisor within five (5) days after such informal discussions. Such statement shall recite the facts alleged, the provision(s) of the Agreement involved, and the relief requested. Within five (5) days thereafter, the grievant's immediate supervisor, the appropriate Division Director or designee, and a Union representative shall meet to discuss the matter in an effort to resolve it. The immediate supervisor shall indicate disposition of the grievance within five (5) days of such meeting, and shall furnish a copy thereof to the Union President.

3. **Level II** (Superintendent):

   If the grievance is not settled in Level I, the Union may, within five (5) days after the Union's receipt of Level I decision, submit the grievance to the Superintendent or his/her designee, who shall meet with the Union within five (5) days of receipt of the grievance and endeavor to settle the grievance. The Superintendent or his/her designee shall notify the Union of his/her disposition of the grievance within five (5) days of such meeting(s).

4. **Level III** (Board of Education):

   If the grievance is not settled in Level II, the Union may, within ten (10) days of the date of the written disposition in Level II, submit the grievance to the Board of Education by delivering the written grievance form together with copies of all materials previously filed to the Board of Education offices, to the attention of the Secretary of the Board. The Board or an ad hoc committee shall hold a hearing if requested, or, if not requested, give such other consideration as it shall deem appropriate. Disposition of the grievance shall be rendered within thirty (30) days of the delivery of the grievance to the Board of Education offices. A written copy of such disposition shall be provided to the Union.

5. **Level IV** (Arbitration):

   If the Union is not satisfied with the answer at Level III, the grievance may be referred to arbitration by the Union provided that notice to refer is given within twenty (20) days of the written decision at Level III. If within five (5) days the Board and Union cannot agree upon a mutually acceptable arbitrator and the Union still desires to appeal to arbitration, the arbitrator shall then be selected according to the rules of the American Arbitration Association.

a. **Power of the Arbitrator**. The arbitrator shall have no power to establish salary scales or change any salary. The arbitrator shall have no power to rule on any of the following:

1) It is expressly agreed that the power and authority of the arbitrator shall be limited in each case to the resolution of the question submitted. It is further specifically agreed that the arbitrator shall have no power to add to, subtract from, or modify, any of the terms of this Agreement.

2) The disciplining of a probationary employee or placing of a probationary employee on additional probation.

3) If there is another remedial procedure or forum established by law or regulation having the force of law, the grievant must choose between contractual or other remedies.

4) No more than one grievance may be considered by the arbitrator in the same hearing, except upon expressed written mutual consent and then only if they are similar in nature.

b. **Timelines**. The arbitrator shall hear the grievance and render a decision within thirty (30) days from the close of the hearing, setting forth in writing the findings and conclusions with respect to the issues submitted to arbitration. The arbitrator's decision shall be binding upon the Union, its members, the employee(s) involved and the Board.

c. **Fees**. The fee and expenses of the arbitrator shall be shared equally by the Board and the Union. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other.

d. **Hearing Location**. All arbitration hearings shall be held in the school district.

6. **Claims for Back Pay**. All grievances must be filed in writing ten (10) days from the time the alleged violation occurred. The Board shall not be required to pay back wages more than ten (10) days prior to the date a written grievance is filed except in the case of a pay shortage of which the employee could not have been aware before receiving pay. Any adjustment shall be retroactive to the beginning of the pay period covered by such pay, if the employee files the grievance within ten (10) days after receipt of the pay. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that may have been received from any sources during the period of the back pay. No decision in any one case shall require a retroactive wage adjustment in any other case, unless other cases were filed and pending on the representative case.

E. **Personal Complaints.** If any individual employee has a personal complaint and desires to discuss the complaint with his/her immediate supervisor, the employee is free to do so without pursuing this grievance procedure.

F. **Withdrawing Grievances.** An individual employee who wishes to drop a grievance may do so without interference from the Union.

ARTICLE 14
VACATION

A. **Terms**. All vacations must be approved in advance by the employee's immediate supervisor(s). Vacations may not exceed two (2) week segments unless special arrangements are made with the individual's immediate supervisor(s). Employees should take advantage of provisions for vacations for the well-being of the individual and the organization. No more than two (2) weeks of unused vacation time may be carried over from one (1) year to the next by full year employees when new accruals are allotted. Under no circumstances will vacation days be "advanced." Vacation days are allotted on July 1 of the fiscal year in which employees begin the years of employment, based on continuous employment with the District. The vacation allotment schedule for full year employees is listed in Section B below.

B. **Allotment.** Effective July 1, 2024, vacations will be granted as follows:

Years of Employment	Days of Vacation
01-05	12 Days
06-10	17 Days
11-15	19 Days
16 or more	22 Days

Twenty (20) years and more, individual cases may be considered by the Board of Education.

Employees who work less than full-time assignments will be credited with vacation leave allowance based on the employee's "average" workday (i.e., standard weekly hours divided by five).

C. **Shortened Work Year**. Vacation time for employees working a shortened work year (i.e., 46-50 weeks) will be prorated for employees hired before July 1, 2017. Prorated vacation time must be scheduled and approved by the employee's immediate supervisor(s). Shortened work year staff hired on or after July 1, 2017, will be granted 10 days of vacation leave each year. Employees who are scheduled to work less than 46 weeks per year are not eligible for paid vacation days.

Extenuating circumstances attributable to the employer involving those employees working a shortened work year, which result in not being able to take vacation, shall receive vacation pay.

D. **Vacation Accrual for New Employees.** Beginning January 1, 2018, newly hired employees will be granted a prorated amount of vacation for their first partial fiscal year of employment. The calculation will be based on ten (10) days being granted for a full fiscal year.

E. **Pay-off at Termination**. Inasmuch as vacation is allotted at the beginning of each fiscal year, an employee's accrued vacation for the year the employee retires or otherwise terminates employment will be recalculated (prorated) if the employee leaves prior to the end of his/her contract year. If the employee has used more paid vacation time than was actually earned during the final year of employment, the employer may deduct the excess compensation paid from the employee's wages. Unused (prorated if applicable) vacation will be paid out at the employee's normal wage rate.

F. **Option for Compensation in Lieu of Vacation**. A twelve-month employee may elect to receive compensation for a portion of his/her accrued vacation. Eligible twelve-month employees who have used at least two weeks of vacation during the fiscal year will be given the option prior to the end of the fiscal year to trade up to 50 of his/her remaining accrued hours of vacation time for compensation. (Shortened work year staff will be compensated for up to three (3) unused vacation days per year and are not subject to the minimum

use requirement.) All eligible employees who choose this option will be paid for the designated vacation time at the employee's hourly rate as of June 30, before new vacation accruals are effective. Any hours traded for compensation will be removed from the employee's vacation bank and will not be considered toward the maximum vacation carryover limit.

ARTICLE 15
HOLIDAYS

A. Bargaining unit members shall be entitled to the following paid holidays:

1. Labor Day
2. Thanksgiving
3. Day after Thanksgiving
4. Christmas Eve
5. Christmas Day
6. Day after Christmas
7. Second Day after Christmas
8. Third Day after Christmas
9. New Year's Eve
10. New Year's Day
11. Martin Luther King, Jr. Holiday (provided the instructional staff is not working)
12. Good Friday
13. Memorial Day
14. July 4th
15. One "flexible" holiday to be prescheduled with the employee's supervisor.

The flexible holiday may be used for religious, cultural and government holidays, or similar days that are important to the employee, and which fall on employee workdays. They can also be approved for other personally important reasons, but they are generally not to be used as a vacation day. Reasonable limits on the number of staff using this benefit on any day may be established to ensure sufficient staff coverage of all necessary assignments. Unused flexible holidays will not carryover to a subsequent fiscal year and an employee will not be compensated for not using the flexible holiday.

Bargaining unit members not working a full year shall be entitled to those holidays that fall during their regularly scheduled work year. Holiday pay shall be equal to the regularly scheduled hours of each bargaining unit member working a standard work week. Bargaining unit members not working a standard work week (such as four 10-hour days or four 5-hour days) shall be entitled to time off and holiday compensation for the holiday week based on the employee's "average" workday (i.e., standard weekly hours divided by five). In these situations the employee and supervisor will adjust the work schedule during the week the holiday is observed to provide the employee time off for the employee's average workday hours for each holiday.

B. When a holiday falls on a Saturday, it will be observed on Friday. When a holiday falls on a Sunday, it will be observed on Monday. The movement of a holiday will not reduce the total number of days observed as paid holidays.

ARTICLE 16
SENIORITY

A. **Seniority Computation**. District and occupational group seniority means an employee's length of continuous service with the Employer in the bargaining unit since the employee's last entrance into the unit, with provision for prior service as provided below. No time shall be deducted from an employee's seniority due to absence occasioned by authorized leaves of absence or vacations. Employees shall not accrue seniority during unpaid leaves after twelve (12) months or layoffs after twelve (12) months.

1. **Definition**. Seniority, as used herein, is defined as the right accruing to employees through length of service which entitles them to preference in layoff, rehiring and promotions, as provided for in this Agreement. The seniority status of each present employee shall be that as shown on seniority lists posted from time to time. It shall hereafter accrue and be applied in this manner provided for in this Article.

2. **Occupational Group Seniority**. As long as an employee is assigned to an occupational group, his/her seniority will accrue in that group. When an employee is temporarily transferred from the occupational group in which he/she is regularly employed to another occupational group, his/her seniority will continue to accumulate in his/her regular occupational group while he/she is temporarily assigned elsewhere. Seniority will not accrue in the occupational group to which the employee is temporarily assigned.

   a. The term "occupational group" as used herein, is defined as meaning all employees who are engaged in definitely similar occupations as set forth below:

Group A
Receptionist
Career Search Center Aide
Transportation Clerk
Inventory Clerk

Group B
Cook

Group C
Custodian I
Custodian II
Head Custodian

Group D
Delivery Driver
Warehouse Coordinator

Group E
Maintenance I
Maintenance II
Maintenance I/Custodian
Maintenance III

Group F
Secretary I
Secretary II
Secretary III

Group G
Student Data Specialist I
Student Data Specialist II

B. **Return to Unit**. An employee who accepted a non-bargaining unit position with the Employer and returns to a bargaining unit position shall be entitled to retain rights as he/she may have had under this Agreement prior to the acceptance of the non-bargaining unit position.

C. **Probationary Period**. All new employees shall be probationary employees until they have completed six (6) consecutive months of service, exclusive of any vacations, unpaid leaves or layoffs. During the probationary period, the employee shall have no seniority status and may be terminated in the sole discretion of the Employer without regard to his/her relative length of service and without recourse to the grievance procedure.

Upon the successful conclusion of the probationary period, the employee's name shall be added to the seniority list as of his/her hiring date.

D. **Seniority List**. The Employer will maintain an up to date seniority list showing the seniority of each employee. If two (2) or more employees have the same last hiring date, their position on the seniority list shall be determined by casting lots. The seniority list will be posted once each year for at least thirty (30) days. Employees are expected to report any errors on the list within the thirty (30) day period to request corrections. After the thirty (30) day posting period, all parties will rely upon the posted seniority dates.

E. **Loss of Seniority**. An employee's seniority and employment shall terminate:

1. If following a layoff, the employee fails or refuses to return to work on the date specified in the recall notice, unless the employee presents an excuse acceptable to the Employer;

2. If the employee is laid off for a period of twelve (12) months or to the extent of the employee's time at work with the Employer; whichever is the longer period of time; or

3. If the employee is absent from work for two (2) consecutive working days without notifying the Employer, unless the employee presents an excuse acceptable to the Employer.

ARTICLE 17
REDUCTION IN PERSONNEL, LAYOFF, AND RECALL

A. **Definitions**. Layoff shall be defined as a necessary reduction in the work force, beyond normal attrition, as determined by the Employer. A full-time employee, whose hours in a week or weeks in a year are reduced by more than twenty-five percent (25%), shall be considered laid off.

B. **Notice and Procedure.** No employee shall be laid off pursuant to a reduction in the work force unless said employee shall have been notified of said layoff at least thirty (30) calendar days prior to the effective date of the layoff. In the event of a reduction in work force, the Employer shall first lay off probationary employees in the affected occupational group and job title, and then the least senior employees in the affected occupational group and job title. An employee is qualified for a position if he/she can meet the minimum qualifications as defined in Section C, 1 of this Article and can perform the work within a reasonable time period (30 days) with on-the-job training. In no case shall a new employee be employed by the Employer while there are laid off employees with recall rights who are qualified for a vacancy. Employees who are notified of layoff shall have placement rights in the following order:

1. Replace the least senior employee in the same job title or accept voluntary layoff;

2. If a placement opportunity is not available under subsection 1, above, then the employee may replace the least senior employee in the same occupational group, if qualified, or accept voluntary layoff; or

3. If a placement opportunity is not available under subsection 2, above, the employee may replace the least senior employee in the same pay level, if qualified; or accept voluntary layoff.

C. **Recall**.

1. **Recall to Vacancy**. When there is a vacancy, the Employer will consider laid off employees, based on seniority and qualifications, eligible for recall prior to posting the position. To be qualified, an employee must meet the minimum qualifications in the job description, be able to demonstrate his/her ability to perform the job, perform the job with a minimum of on-the-job training of not more than thirty (30) days, and placement will not impair the operation of the school district. The most senior qualified employee will be recalled first. Employees eligible for recall will be given consideration in the following order:

    a. First, those who held prior to layoff the same job classification and the same work status (part-time/full-time or number of work weeks) as the vacant position.

    b. Those qualified for the job classification that is vacant, but would not result in placement in a higher pay grade position than that held prior to layoff.

2. **Length of Layoff.** If an employee is not recalled within three (3) years from the date of layoff, his/her eligibility for recall expires and the Employer has no further obligations for recall or re-employment.

3. **Procedures**. An employee shall be notified by certified mail addressed to the employee's last known address. Laid off employees shall be responsible for providing the Employer with their current address.

    a. An employee shall have five (5) workdays to give notice of intent to return and, if not currently employed, must report for work within five (5) days of notice of intent to return or upon the date established by the Employer, whichever is later. If the employee is employed, he/she must report to work within ten (10) days of notice of intent to return or upon the date established by the Employer, whichever is later.

    b. If any employee fails to give proper notice of intent to return to work within the prescribed time periods, this shall conclusively and irrefutably constitute the employee's voluntary refusal of recall and/or resignation from employment.

    c. If any employee who is offered recall under Section C, 1, b, of this Article gives proper notice declining the offer of recall, the employee shall retain his/her recall rights for the remainder of his/her eligibility period.

D. **Grievability**. The Employer's decisions with regard to layoff and recall are final and binding and the subjects of this Article are not grievable.

E. **Right to Substitute.** A laid off employee, upon application and at his/her option, may be used to substitute and shall be paid at substitute wages.

F. **Seniority Accrual.** Bargaining unit members on layoff shall accrue seniority during the period of such layoff for a period of twelve (12) months.

ARTICLE 18
STRIKES AND LOCKOUTS

The Union agrees that neither the Union, its agents nor its members will authorize, instigate, aid or engage in a work stoppage, slow down, strike (including a sympathy strike), or any other concerted activity which interferes with the operation of the Employer. The Employer agrees that during the life of this Agreement there will be no lockouts.

ARTICLE 19
FRINGE BENEFITS

A. **Eligibility**. Bargaining unit members regularly working thirty (30) or more hours per week and at least forty-two (42) weeks per year shall be eligible for insurance coverage as set forth in this Agreement.
Full-time employees, as described in Article 7, are eligible for the full menu of benefits in this article. Employees working less than the normal schedule for their assignment (37.5 or 40 hours, as described in Article 7) are not offered the full menu of coverage available to full-time employees. However, regular full-time employees who are granted a temporary accommodation to reduce their hours will not have their full-time benefit eligibility reduced for the approved temporary period of reduced hours.

New Employees. For new, eligible employees, fringe benefits shall commence with the first workday**,** except where the plan indicates otherwise. Health benefits will be effective the first day of work, if the employee starts work on the first of the month or on the first of the month following first day of work. Dental, Vision, Life and LTD shall begin on the first day of the month following the employee's first day of work.

Termination of Benefits. Unless a plan document provides for termination of benefits on the last day worked, employer-paid insurances will continue through the last day of the month during which the terminating employee works.

B. **Less Than Full-Time**. Effective January 1, 2014**,** bargaining unit members regularly working less than full-time or normal schedule for his/her assignment, as defined in Article 7, but at least an average of thirty (30) hours per week for at least 42 weeks per year, will be eligible for the Option 2 single subscriber Health insurance benefit only. These employees are not eligible for Employer-paid Dental, Vision, LTD or Life insurance benefits, or for the Plan B cash benefit. They are eligible to choose to pay the differential cost to enroll dependents in the employee's health insurance plan.

Less than full-time employees who were not expected to work an average of 30 hours per week, but did work an average of at least 30 hours during the previous measurement period, and are not now working in a regular position with a standard schedule of at least 30 hours per week, will be eligible for the Option 2 single subscriber health insurance benefit described above for the one year benefit stabilization period.

C. The Employer shall be authorized to deduct the employee's share of the cost of benefits from the employee's wages.

D. **Medical Plan Selection**. Full-time bargaining unit members shall be eligible for and shall select either Plan A or Plan B of coverage as set forth below, except as follows:

Benefits as specified in the current plan documents.

1. Where spouses are both employed by the Employer, one (1) employee shall select Plan A of coverage and the other Plan B.

2. Any employee 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 or her employment with the Employer shall be ineligible and shall otherwise not receive the health insurance provided herein, unless the coverage from any source requires such coverage. The employee may select Plan A if not taking health insurance elsewhere and shall otherwise be eligible for Plan B. Every employee shall annually verify in writing the existence or non-existence of any such outside group health insurance coverage. The following forms shall be distributed to all employees during the open enrollment period:

I hereby declare that the health insurance that I receive pursuant to Article 19 of the Master Agreement between the JCISD and the JCEA is the only group health insurance coverage, with coordination of benefits, that I retain or am otherwise eligible to receive benefits from.

I further understand that in the event I, in the future, retain or become otherwise eligible to receive health insurance benefits from another source, I am obligated to immediately advise the Employer in writing.

_____ _____

Signature of Employee Date

3. For the duration of the contract, the Board will contribute 80% of the health insurance premium cost for eligible employees. The District's definition of the health insurance premium cost contribution includes all costs identified in PA 152 of 2011, as amended.

   If 90% of covered employees and their covered spouses complete an annual physical examination before November 1st, each ESPA employee will receive additional four (4) hours of personal time as an incentive. This time will be added to the employee's personal leave accrual on the second pay period of January the following year.

   Employees (or covered spouses) who do not complete the physical examination will be charged an additional premium cost in the following year, according to the level of coverage and as follows:

   - Employee Single – additional $25 per pay period ($600 annually)
   - Employee + One - additional $40 per pay period ($960 annually)
   - Full Family - additional $50 per pay period ($1,200 annually)

4. **Health Insurance Options for 2026**

   PLAN A:

   Option 1: Blue Cross Blue Shield PPO Plan with HSA ($1,700/$3,400 In-Network Deductible)
   Prescription co-pays $10/20/40/80 plus 20% of the BCBSM approved amount (after deductible is met). Employees contribute $110 for single person coverage, $264 for 2 persons, or $331 for family coverage, per pay (24 pays) during 2026.

   Option 2: Blue Care Network HMO with HRA
   Office visit co-pay $30, specialist co-pay $50, urgent care co-pay $60, emergency room co-pay $250. Prescription co-pays $10/30/60/80 plus 20% of the BCN approved amount. Employees contribute $70 for single person coverage, $225 for 2 persons, or $245 for family coverage, per pay (24 pays) during 2026.

   Option 3: Blue Care Network HMO with HRA ($1,000/$2,000 Deductible)
   Office visit co-pay $30, specialist co-pay $50, urgent care co-pay $60, emergency room co-pay $250. Prescription co-pays $10/30/60/80 plus 20% of the BCN approved amount. Employees contribute $53 for single person coverage, $175 for 2 persons, or $190 for family coverage, per pay (24 pays) during 2026.

   PLAN B: Cash-In-Lieu of Health Insurance Package

   Cash-in-lieu of medical insurance, three hundred dollars ($300) per month.

E. **Dental Insurance:**

Class I Benefits (basic dental services) 100%
Class II Benefits 80%
Class III Benefits 80%
Class IV Benefits (orthodontic) 80%
Maximum benefit per person:
Classes I, II and III - $1,500/year
Class IV – $3,000 lifetime/person

F. **Life Insurance:**

$15,000 term life insurance
$10,000 AD&D, with waiver of premium

G. **Vision Insurance**:

Full family coverage.
Annual benefits include:
Eye exam with In-network provider – no charge
Standard lenses – no charge (lens upgrades discounted)
Standard frames with In-network provider – up to $175
Medically necessary contact lenses in-network – no charge

H. The District shall institute an IRS Section 125 plan eligible for all employees.

I. **LTD**. Long-term disability insurance (66-2/3%), 180 calendar days or end of sick leave, $3,000 maximum, no freeze on offsets, alcoholism/drug addiction 2 year, mental/nervous (2 years per occurence) shall be provided as part of Plan A and B.

J. **Hold Harmless**. The terms of any contract or policy issued by an insurance company shall be controlling as to all benefits, eligibility, termination of coverage and other matters. The Board, by payment of the premium payments required to provide the insurance coverage, shall be relieved from any and all liability with respect to the benefits provided by the insurance. The failure of an insurance company to provide any of the benefits for which it has contracted shall not result in any liability to the Board or Union, nor shall such failure be considered a breach of any obligation by either of them. Disputes between employees or beneficiaries of employees and any insurance company shall not be subject to the grievance procedure established by this Agreement. The insurance benefits provided by this Article shall not begin until the employee has properly completed the necessary forms required by the insurance company and until the employee has been accepted for enrollment by the insurance carrier.

K. **Beneficiary Policy**. One Thousand Dollars ($1,000.00) for the designated beneficiary of an employee upon the death of the employee. The benefit will be made available where the employee has health insurance coverage (Plan A or Plan B), that the school district is contributing to the premium, and the employee is on a full-paid status or during a Family Medical Leave, whichever is longer. (For example, the benefit will be paid where a half-time employee, who has no paid absence time, is absent on a twelve (12) week unpaid Family Medical Leave, maintains insurance coverage, that the school district contributes to the premium, and passes away prior to the expiration of the leave. If this employee did not maintain insurance coverage during the leave, the benefit will not be paid. While on any absence that the employee is receiving pay, the school district is contributing to the premium, and the employee passes away, the benefit will be paid.)

L. **Bid-Out.** The Board reserves the right to select the insurance carrier to provide benefits comparable to those specified in the Plans A and B. This provision will be effective at the conclusion of this Agreement. Prior to any changes in insurance carriers, the Board will provide the Association with the opportunity for consultative input.

M. **Career Center Adult Enrichment Classes**. Employees may participate in adult enrichment classes offered without paying tuition, subject to the following conditions: Non-paying employees may not participate in the place of a paying student; non-paying employees may fill student slots in classes that have not reached capacity limits; employees will be responsible to pay for books and supply costs, if applicable; and the District may cancel any class that does not have sufficient paying students to run the class.

N. **Non-Insurance Benefits for Employees Who Work Less than Full-Time**. Bargaining unit members with less than full-time assignments are also eligible to participate in the following benefits negotiated in this agreement:

1. Retirement savings: Employees may authorize payroll deduction for the voluntary retirement savings plans available to full-time employees.

2. Funeral leave: Article 9, Section A, 5a applies to employees who work less than full-time assignments.

3. Jury duty: Article 9, Section A, 5b applies to employees who work in less than full-time assignments.

4. Employee Assistance Plan.

ARTICLE 20
DURATION OF AGREEMENT

This Agreement shall be effective as of January 1, 2026, and shall continue in effect until the December 31, 2028.

During the term of this collective bargaining agreement, the parties may engage in an ongoing review of health insurance options. Either party may also request that the parties meet to discuss potential changes in the health insurance options available to bargaining unit employees. Either party may request to reopen the labor agreement as to health insurance options, only, during the term of the agreement and the other party may agree to do so. The potential of such a reopener, however, will not be interpreted as meaning that either party must agree to reopen the agreement during the agreement's term.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their representatives on this **16th day of December 2025**.

FOR THE ASSOCIATION:

Santino Gaitan, ESPA President

Susan Foster, ESPA Vice-President

Milt Rehberg, MEA UniServ Director

FOR THE DISTRICT:

David Salsbury, Board of Education President

Kevin Oxley, Superintendent

Elizabeth Gayle, Director of Human Resources

APPENDIX A
CLASSIFICATION AND PAY GRADES

Level 1:	
Level 2:	Custodian I Receptionist Delivery Driver
Level 3:	Career Search Center Aide Custodian II (may include driving and/or receiving)
Level 4:	Cook Inventory Clerk Secretary I Transportation Clerk Head Custodian Maintenance I Maintenance I/Custodian
Level 5:	Secretary II Student Data Specialist I Warehouse Coordinator
Level 6:	Maintenance II Secretary III Student Data Specialist II
Level 7:	Maintenance III

APPENDIX B-1

2025-26 ESPA Salary Schedule

Step increases will be implemented.

*Effective July 1, 2025, **4%** increase on the wage schedule.*

Levels	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1	$ 16.91	$ 17.55	$ 18.31	$ 19.00	$ 19.80	$ 20.63	$ 21.03	$ 23.05
2	$ 18.98	$ 19.80	$ 20.64	$ 21.34	$ 22.27	$ 23.06	$ 23.52	$ 25.81
3	$ 19.80	$ 20.64	$ 21.38	$ 22.27	$ 23.06	$ 24.07	$ 24.55	$ 26.74
4	$ 21.34	$ 22.27	$ 23.06	$ 24.07	$ 25.02	$ 25.98	$ 26.50	$ 28.85
5	$ 22.27	$ 23.06	$ 24.07	$ 25.02	$ 25.98	$ 27.05	$ 27.59	$ 29.99
6	$ 23.06	$ 24.07	$ 25.02	$ 25.98	$ 27.05	$ 28.18	$ 28.74	$ 31.14
7	$ 23.87	$ 24.91	$ 25.89	$ 26.89	$ 28.00	$ 29.17	$ 29.75	$ 32.23

Both wage and step increases, as applicable, are effective for 52-week employees on July 1. Both wage and step increases, as applicable, for employees working fewer than 52 weeks, are effective on the first day of the employee's new contract period that begins on or after July 1.

APPENDIX B-2

2026-27 ESPA Salary Schedule

Step increases will be implemented.

*Effective July 1, 2026, **3%** increase on the wage schedule.*

Levels	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1	$ 17.42	$ 18.08	$ 18.86	$ 19.57	$ 20.39	$ 21.24	$ 21.67	$ 23.74
2	$ 19.55	$ 20.39	$ 21.26	$ 21.98	$ 22.94	$ 23.75	$ 24.23	$ 26.59
3	$ 20.39	$ 21.26	$ 22.02	$ 22.94	$ 23.75	$ 24.79	$ 25.29	$ 27.54
4	$ 21.98	$ 22.94	$ 23.75	$ 24.79	$ 25.77	$ 26.76	$ 27.29	$ 29.72
5	$ 22.94	$ 23.75	$ 24.79	$ 25.77	$ 26.76	$ 27.86	$ 28.42	$ 30.89
6	$ 23.75	$ 24.79	$ 25.77	$ 26.76	$ 27.86	$ 29.02	$ 29.61	$ 32.08
7	$ 24.58	$ 25.65	$ 26.67	$ 27.69	$ 28.84	$ 30.04	$ 30.64	$ 33.20

Both wage and step increases, as applicable, are effective for 52-week employees on July 1. Both wage and step increases, as applicable, for employees working fewer than 52 weeks, are effective on the first day of the employee's new contract period that begins on or after July 1.

APPENDIX B-3

2027-28 ESPA Salary Schedule
Step increases will be implemented.
*Effective July 1, 2027, **2%** increase on the wage schedule.*

Levels	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1	$ 17.77	$ 18.44	$ 19.24	$ 19.96	$ 20.80	$ 21.67	$ 22.10	$ 24.21
2	$ 19.94	$ 20.80	$ 21.68	$ 22.42	$ 23.40	$ 24.23	$ 24.71	$ 27.12
3	$ 20.80	$ 21.68	$ 22.46	$ 23.40	$ 24.23	$ 25.28	$ 25.79	$ 28.09
4	$ 22.42	$ 23.40	$ 24.23	$ 25.28	$ 26.28	$ 27.29	$ 27.84	$ 30.31
5	$ 23.40	$ 24.23	$ 25.28	$ 26.28	$ 27.29	$ 28.42	$ 28.99	$ 31.51
6	$ 24.23	$ 25.28	$ 26.28	$ 27.29	$ 28.42	$ 29.61	$ 30.20	$ 32.72
7	$ 25.07	$ 26.17	$ 27.20	$ 28.25	$ 29.41	$ 30.64	$ 31.25	$ 33.86

Both wage and step increases, as applicable, are effective for 52-week employees on July 1. Both wage and step increases, as applicable, for employees working fewer than 52 weeks, are effective on the first day of the employee's new contract period that begins on or after July 1.

APPENDIX B-4

2028-29 ESPA Salary Schedule
Step increases will be implemented.
*Effective July 1, 2028, **1%** increase on the wage schedule.*

Levels	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1	$ 17.94	$ 18.62	$ 19.43	$ 20.16	$ 21.01	$ 21.89	$ 22.32	$ 24.46
2	$ 20.14	$ 21.01	$ 21.90	$ 22.65	$ 23.63	$ 24.47	$ 24.96	$ 27.39
3	$ 21.01	$ 21.90	$ 22.68	$ 23.63	$ 24.47	$ 25.54	$ 26.05	$ 28.38
4	$ 22.65	$ 23.63	$ 24.47	$ 25.54	$ 26.54	$ 27.57	$ 28.12	$ 30.62
5	$ 23.63	$ 24.47	$ 25.54	$ 26.54	$ 27.57	$ 28.70	$ 29.28	$ 31.83
6	$ 24.47	$ 25.54	$ 26.54	$ 27.57	$ 28.70	$ 29.90	$ 30.50	$ 33.05
7	$ 25.32	$ 26.43	$ 27.47	$ 28.53	$ 29.71	$ 30.95	$ 31.57	$ 34.20

Both wage and step increases, as applicable, are effective for 52-week employees on July 1. Both wage and step increases, as applicable, for employees working fewer than 52 weeks, are effective on the first day of the employee's new contract period that begins on or after July 1.

TABLE OF CONTENTS