

JESPA Financial Proposal 6-2-21

2 Steps -

\$1.50 to the cells Sept 21 paycheck

\$1.50 to cells in January 2022

Proposal #2 - Respectful Treatment

Interest: **Respectful Treatment**

Solution: Accountable and Respectful Social/Cultural Systems in Jeffco. The JESPA membership wants to be respected and valued and we look to discuss solutions with the District in the following areas:

- Labor Management Relations/LMC-monthly or quarterly basis
- Culture and Systems Review
- Freedom to Associate and Organize, Freedom of Speech, Workplace Protected Activity including protected speech around working conditions.
- New Employee Welcome and Orientation
- The right to bring matters of concern to the attention of management, inc the BOE and/or the public.

2 Organizational Rights

2-1 Association Rights

2-1-1 The Board recognizes the JESPA as the sole and exclusive bargaining agent for the Education Support Professionals employed by the district as identified in Article 1-7.

2-1-2 Dues Deductions

2-1-2-1 The District agrees to deduct from employees' salaries, dues for the JESPA as employees individually and voluntarily authorize, and to transmit the monies to the JESPA or its designated agent.

2-1-2-2 Each month the District will provide the JESPA with a list of those employees who have voluntarily authorized the District to deduct dues.

2-1-2-3 The JESPA will certify in writing to the District the current rate of membership dues. The District will be notified of any change in the rate of membership dues ninety (90) days prior to the effective date of such change.

2-1-2-4 Dues deductions will be made in installments each month for which the JESPA Authorization and Salary Deduction and Assignment Form is in effect. The District will not be required to honor any authorizations that are delivered after the close of the monthly payroll cycle (15th day of each month).

2-1-3 Association Release Time

2-1-3-1 The District shall grant the JESPA Executive Board four (4) hours of release time per month for the purpose of holding its regular monthly meeting. The JESPA will schedule its regular Executive Board meetings at times which will cause minimal workforce disruption.

2-1-3-2 Upon application to the office of Employee Relations, the District will grant up to four (4) hours per week to individuals identified by the JESPA for the purpose of grievance investigation upon mutual Agreement.

2-1-3-3 Upon application to the office of Employee Relations, the District may grant additional release time to individuals identified by the JESPA for the purpose of association business.

2-1-3-4 The JESPA shall give the office of Employee Relations a minimum of five (5) days advanced notice of its need for association release time.

2-1-3-5 The JESPA will reimburse the District for any release time identified in this article.

2-1-4 JESPA President

2-1-4-1 The District shall release the president of the JESPA from the president's regular assignment during their term of office. The president will be paid a full time, year round salary based upon the employee's last hourly rate unless another schedule or rate is mutually agreed to by the District and the JESPA.

2-1-4-2 The president's annual salary shall adjust in accordance with any negotiated compensation changes unless another arrangement is mutually agreed to by the District and the JESPA.

2-1-4-3 The JESPA shall reimburse the District for the president's salary, all PERA contributions, the cost of all benefits, and all other expenses incidental to the president's employment with the District.

2-1-4-4 The JESPA shall be responsible for monitoring the president's work, performance, and attendance. Consequently, the president will not be required to report time off to the District.

2-1-4-5 All District leave banks will be frozen at the time of release and shall be restored once and if the president resumes a District assignment.

2-1-4-6 The District will hold the released president's position for two (2) years. After two (2) years, the District will collaborate with the JESPA to find a mutually agreeable position at the end of the JESPA President's term.

2-1-4-7 Any vacation time accrued prior to the president's term will be retained and restored upon the end of their term.

2-1-5 Building and Department Representation

2-1-5-1 The JESPA shall have the right to a representative at each worksite. The JESPA shall designate its representative and any alternates in writing and shall provide the Employee Relations office with a master list by February 1 of each year during the term of this Agreement.

2-1-5-2 The representative shall have the right to schedule association meetings before or after working hours, where such meetings do not interfere with the normal duties of employees, except when the appropriate administrator determines approval cannot be granted.

2-1-5-3 The President of JESPA, designated JESPA staff and JESPA representatives have the right to visit schools/worksites. All visits will be coordinated with the principal/site administrator or their designee in advance, and all visits will be conducted in a manner that does not disrupt the educational or work process.

2-1-5-4 The District and the JESPA agree that it is important for employees to understand the terms of their employment as provided in this Agreement. Therefore, the JESPA will be provided an opportunity to present at department held meetings twice annually to inform staff of relevant Agreement terms. The JESPA will have at least fifteen (15) minutes to present.

2-1-5-5 No employee shall be singled out or discriminated against because of their involvement with the JESPA

2-1-6 Use of District Facilities and Communication Services

2-1-6-1 The JESPA shall have the right to use District facilities for association meetings without cost, except when a director or supervisor, for good cause, determines approval cannot be granted. The JESPA will have the right to place meeting notices in the Messenger at no charge.

2-1-6-2 The JESPA shall have the right to place notices, circulars, and other materials on District bulletin boards designated by the appropriate administrator, and in employees' mailboxes.

2-1-6-3 The JESPA shall have the right to deliver its materials through the school delivery service. The JESPA shall deliver bulk mailings to the central mailroom and sort the mail for delivery to each school and job site. In cases where volume may cause a delay in delivery, the District will notify the JESPA and a mutually agreed upon delivery date will be established.

2-1-6-4 The JESPA shall have the right to access electronic media to communicate with their membership. The District will not have to create additional e-mail addresses; the JESPA will not transfer printing costs by using e-mail; and, all electronic communication will be done within District policy.

2-1-6-5 As a courtesy, copies of department, school, or District wide materials shall be provided to the Communications office before distribution.

2-1-6-6 The JESPA shall have the right to review an employee's official personnel file by making a written request and producing permission for such inspection signed by the employee whose file they wish to inspect.

2-1-7 Meet and Confer

2-1-7-1 District Policies and Regulations are maintained on-line and accessible to the JESPA. The District will provide copies of any proposed changes to Policies and/or Regulations to the JESPA when they are presented to Cabinet for a fifteen (15) day study.

2-1-7-2 The District agrees to meet and discuss with the Association any proposed changes in education support staffing ratios.

2-1-7-3 When the closing of an existing school, opening of a new school, or the creation of a Charter school could result in the termination, reduction of salary status, or relocation of central or school-based employee, the JESPA and the District will develop mutually-acceptable procedures for dealing with such termination, reduction of salary status or relocation.

2-1-7-4 The District agrees to meet and discuss with the JESPA any proposed changes to department policies or handbooks to ensure compliance with this Agreement.

2-1-7-5 Any other provisions of this Agreement notwithstanding, the parties shall have the joint right to mutually agree upon any method for achieving goals or for resolution of any controversy related to this Agreement or the performance of any part of this Agreement.

2-2 Retained Management Rights

2-2-1 This Agreement shall not impair any constitutional, common law, statutory or traditional duties or responsibilities of the public employer to organize or manage its structure, perform its functions or operations, or determine its policy. These sole and exclusive duties and responsibilities shall not be abridged.

2-2-2 The authority of the District to hire, transfer, promote, assign or retain employees; to suspend, demote or discharge employees or take other disciplinary action for cause; to terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons; to determine job descriptions and classifications, and/or to determine practices and standards for hiring and promoting shall not be, and is not in any manner, impaired by or through the execution and performance of this Agreement.

2-2-2-1 Nothing contained in Article 2-1-1 shall be construed to limit the discretion of the District to confer with employees in the process of developing policies or procedures.

2-2-3 Waivers

2-2-3-1 Pilot Programs

2-2-3-1-1 The District reserves the right to establish pilot programs for the purpose of experimenting with models that may better support student achievement or operational functions.

2-2-3-1-2 The District must notify the JESPA of any proposed pilot program in writing. The notice must include the reason for the pilot program, describe how success of the pilot program will be measured, and list any Agreement articles that will be impacted.

2-2-3-1-3 Pilot programs may not last longer than two (2) years. Any pilot program employment assignments will be administered in compliance with Article 4-8.

2-2-3-2 Innovation Waivers

2-2-3-2-1 [Article reserved for language to be developed during the summer of 2019. See Exhibit A]

2-2-4 Reduction in Force (RIF)

2-2-4-1 The District maintains the right to execute RIFs.

2-2-4-2 Procedures for determining which staff shall be reduced as a result of a RIF are outlined in Article 11.

2-2-5 Outsourcing

2-2-5-1 If the District ever considers outsourcing professional services to fulfill the work previously or currently performed by employees, the District will give the JESPA advanced notice. The District will meet with the JESPA to explain the reason for the consideration and allow the JESPA to propose alternatives to outsourcing before the contract is finalized. For purpose of this Article, advanced notice shall mean at least 30 days prior to the issuance of a Request for Proposal (RFP).

2-2-5-2 In the case that the District proceeds to issue a RFP, the JESPA shall be issued a copy.

2-2-5-3 Outsourcing does not include time-limited contracts for professional services that the school District enters into due to an inability to find qualified candidates, the renewal of existing contracts, or for services related to an emergency or serious unforeseen circumstances.

2-2-5-4 In contracting for professional services, the district will make every effort to work with organizations who have demonstrated fair and equitable treatment of their employees.