



original

CONTRACT

BETWEEN

**THE JACKSON CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

10-MED-03-0320
1179-02
K29675
04/09/2013

And

**OAPSE/AFSCME LOCAL 4/AFL-CIO
AND IT'S LOCAL #046**

July 1, 2011 through June 30, 2014

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ARTICLE 1
TERMS

- 1.1 The written provisions of this Agreement shall constitute the whole and entire Agreement between the parties with respect to all issues within the scope of bargaining. This Agreement supersedes and cancels all previous Agreements, verbal or written, between the Board and the Association, and constitutes the entire Agreement between the Parties.
- 1.2 The Agreement is effective for the period from July 1, 2011 through June 30, 2014 with a reopener on wages and health insurance for the final year of the contract.

ARTICLE 2
RECOGNITION

- 2.1 The Board of Education of Jackson City Schools hereby recognizes the Ohio Association of Public School Employees on behalf of Local #046, as the sole and exclusive bargaining representatives for all employees now employed or to be employed in the following unit.
- 2.2 The bargaining unit includes all full-time and regular short-hour employees in the following positions or classifications which are regularly assigned to a work schedule:
 - A. Bus Drivers
 - B. Mechanic and Mechanic Helper
 - C. Aides
 - D. Cafeteria Workers
 - E. Custodial
 - F. Maintenance
 - G. Secretarial/Clerical
 - H. Craftsman
 - I. Cleaning Persons
 - J. Clerical/Aides
 - K. Custodial Coordinator
- 2.3 For the purpose of this Agreement, the following are excluded from the bargaining unit:
 - A. Treasurer
 - B. Assistant Treasurers/Payroll Clerk/Treasurer's Staff

- C. Supervisory Personnel
 - D. Secretary to Assistant Superintendent/Secretary to Superintendent/Secretary to the High School Principal
 - E. Substitute.
- 2.4 The Board and the Association agree to meet and discuss new classifications and their inclusion and exclusion in the bargaining unit.

ARTICLE 3 **PRINCIPLES**

- 3.1 Full-time or regular short-term non teaching personnel have the right to join in, participate in, and assist the Association and the right to refrain from such; but membership shall not be a prerequisite for employment or continuation of employment of any employee.
- 3.2 The Board and the Association shall do everything required to comply with all the laws and regulations of the State of Ohio.

ARTICLE 4 **BOARD (MANAGEMENT) RIGHTS**

- 4.1 The Board has the responsibility and shall exercise at all times its exclusive authority to manage and direct in behalf of the public all the operations and activities of the school district to the full extent authorized by law. The exercise of these powers, rights, authority, duties, and responsibilities by the Board and the adoption of such policies, regulation and rules as it may deem necessary shall be limited only by the specific and express terms of this Agreement, as entered in the Board minutes with the organization representing the negotiating unit.

ARTICLE 5 **PROCEDURES FOR CONDUCTING NEGOTIATIONS**

- 5.1 The Board, or the designated representative of the Board, will meet with representatives designated by the Association for the purpose of discussing and reaching agreements. All negotiations shall be conducted exclusively between said teams. The Board's negotiating team and the Association's negotiating team will be limited to a reasonable member limit. The Association will have no more than four (4) representatives on its Negotiations Team of which one maybe field representative of OAPSE.

5.2 Up to three (3) consultants may be used by each of the parties in any of the negotiations meetings in an advisory capacity. Consultants will not be permitted to enter into discussions unless both parties agree to permit them to address the teams.

5.3 The expense of such consultants shall be borne by the parties requesting or hiring them.

5.4 Necessary clerical assistance may be provided if both parties agree and, if such is the case, the cost will be shared by the Board and the Association.

5.5 EXCHANGE OF INFORMATION

Prior to and during the period of negotiations, or impasse provision, the Board and the Association agree to provide to each other, upon request, all regularly and routinely prepared information concerning the issue(s) under consideration.

5.6 REQUEST FOR MEETING

Upon receipt of a written request for a meeting, either party will have five (5) days to reply to the request. A meeting date shall be agreed to within fifteen (15) days of such request. Such request shall be made no less than ninety (90) calendar days prior to the contract termination date. All days referred to in this section shall be work days.

5.7 SUBMISSION OF ISSUES

All contract proposals for negotiations by the Association shall be submitted in writing at the first meeting and the Board shall submit in writing to the Association, all of its contract proposals for negotiations at the same meeting. No additional contract proposals shall be submitted by either party following the designated meeting unless agreed by both parties.

5.8 NEGOTIATIONS PROCEDURES

The parties shall meet at places and times agreed upon at the beginning of the prior meeting. Length of meetings as well as times and places of the meetings, as well as times and places of the following meetings shall be agreed upon at the onset of the beginning of each session. All meetings shall be held in executive session.

5.9 CAUCUS

Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a period of time within which to caucus in privacy.

5.10 PROGRESS REPORTS

During negotiations, interim reports may be made to the Association by its representatives and to the Board of Education by its representatives. Each party will be responsible for requesting that the information from such reports be regarded as only proposals and shall be confidential information within the organization concerned.

5.11 NEWS RELEASES

News releases about negotiations, either during negotiations or at the conclusion of negotiations, shall be made only by mutual agreement as to when and content of the release.

5.12 PROTOCOL

No action to coerce, censor, or penalize any participant in negotiations shall be made or implied by any other negotiator or member of either party so represented. Both sides agree to conduct themselves in a professional and non-personal manner.

5.13 ITEM AGREEMENT

As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall be construed as tentative agreement by both parties on that item or issue, subject to finalization by ratification by the membership of the Association and adoption by the Board.

5.14 AGREEMENT

When an agreement is reached through negotiations, the outcome shall be reduced to writing. Both parties shall review the agreement together to determine the accuracy of the transcript. If the agreement is then in proper form, it shall be submitted to the Association and the Board for ratification and adoption. When adopted by the Board, the agreement shall become part of the official Board minutes and binding on both

parties. Said agreement shall be signed by Board's representative and by the Association's representative.

5.15 INTENT TO RECOMMEND

Prior to the negotiated agreement being presented to the Association and to the Board, each member of both negotiating teams shall pledge to recommend adoption of the tentative agreement.

5.16 DISAGREEMENT

In the event an agreement is not reached by negotiations after full consideration of all proposals and counter proposals, either of the parties shall have the option of declaring impasse.

Upon the declaration of impasse, the parties will jointly request the services of a mediator from the Federal Mediation and Conciliation Service. The mediator shall have the authority to meet with the parties and to promote agreement on all unresolved issues. The mediator has no authority to recommend or to bind either party to any agreements.

If at such time the Mediator from Federal Mediation and Conciliation Services declares an impasse has been reached, each party shall have their respective options under applicable law and R.C. Chapter 4117.

ARTICLE 6
REGULATORY RELIEF

- 6.1 If any provision of this Agreement or the application thereof is in conflict with any Federal, State, Local, or Regulatory Agency, the relief of the provision will be dictated by the Regulatory Agency, unless the provisions of this Agreement expressly provide relief.

ARTICLE 7
NO STRIKE/NO LOCKOUT

- 7.1 The Union and Employees covered by this Agreement agree that they will not engage in, initiate, authorize, sanction, ratify, support, or participate in any strike during the term or extended term of this Agreement.

The Board agrees that neither the Board, its officer(s), agent(s) or representative(s), individually or collectively, will authorize, instigate,

cause, aid or condone any lockout of any employee(s) during the term of this agreement.

ARTICLE 8 DISCRIMINATION

- 8.1 Discrimination Prohibited – No employee in the bargaining unit shall be appointed, reduced, removed, or in anyway favored or discriminated against because of his/her political opinions or affiliations, or because of race, national origin, religion, or marital status, and to the extent prohibited by law, no person shall be discriminated against because of age, sex, or physical handicap.

ARTICLE 9 CONTRACTING OUT

- 9.1 Should the school district contemplate contracting out work that would eliminate or decrease any classification of employees, the Board agrees to discuss with OAPSE representatives changes under consideration. The Board, at the Association's request, will provide the Association the opportunity to be heard at a regular or special meeting of the Board on such matters before final Board action is taken. This Article does not diminish the authority of the Board as recognized by Article 4 of this Agreement.

ARTICLE 10 PAYROLL DEDUCTIONS

- 10.1 The Board agrees to deduct from wages of employees, the payment of dues to the Association. Individual authorization must be submitted to the Board Treasurer before any deductions will be made. Authorizations submitted by August 15th shall be processed to ensure that the entire year's worth of deductions will be withheld. Authorizations submitted after August 15th shall result in pro-rated deductions beginning with the payroll that is at least two (2) weeks after the date on which the authorization is received. This provision applies only to the deduction of dues, not to Fair Share Fees.
- 10.2 Upon written request from OAPSE, the Board will provide salary information for bargaining unit members who have authorized deduction of dues. The information will be provided by the date set by OAPSE;

provided that, the Board receives the written request at least sixty (60) days prior to the date on which the information is due.

- 10.3 Monthly payroll deductions shall be forwarded to the Treasurer of the State Association within 15 days after the deductions are made along with an accounting as to each amount withheld and from whom it was deducted.
- 10.4 Deductions will be made in 18 equal deductions beginning with the first regular pay period after September 1.

ARTICLE 11

GRIEVANCE PROCEDURE

- 11.1 Purpose and Objectives – The purpose of this procedure is to obtain, at the lowest administrative level and in the shortest possible time, the resolution of disputes which may arise under this Agreement.
- 11.2 Grievance Defined – A grievance is a complaint involving the alleged violation, misinterpretation or misapplication of this Agreement.
- 11.3 Informal Discussion – Prior to initiating any of the following steps, the individual employee shall informally discuss the grievance with his or her supervisor in an attempt to resolve the grievance informally.
 - A. All grievances shall be reduced to writing and include:
 - 1. The provision of this Agreement which has been violated, misapplied, or misinterpreted;
 - 2. A statement of facts concerning the grievance;
 - 3. A statement of the relief sought;
 - 4. The date upon which the grievance procedure was initiated.
- 11.4 Level I Administration

A copy of the written grievance shall be submitted to the aggrieved's immediate administrator within thirty (30) days of the alleged violation. A meeting shall be mutually agreed upon between the aggrieved and the administrator within five (5) working days of the filing of the grievance. Either the aggrieved or the administrator may have present such people

who may provide information related to the grievance. Discussion at this meeting shall be confined to the issues as stated in the grievance and the relief sought. Within five (5) working days of the meeting, the administrator shall provide the aggrieved with a written response stating his resolution of the grievance.

11.5 Level II – Superintendent

If the aggrieved is not satisfied with the resolution of the grievance received at Level I, he may, within five (5) working days of receipt of such written response, submit his written grievance to the Superintendent or his designee and request a meeting to discuss the grievance. The meeting shall be within five (5) working days of the request. The meeting shall be conducted in a manner as stated in Level I. Within five (5) working days of the meeting, the Superintendent shall provide the aggrieved with a written response stating his resolution of the grievance.

11.6 Level III – Arbitration

If the employee(s) is/are not satisfied with the resolution of the grievance at Level II the employee(s) and the Association jointly may appeal the decision to an impartial arbitrator in accordance with the rules of the American Arbitration Association. The appeal must be filed in writing with the AAA within Ten (10) days of receipt of the Level II decision, and a copy of the filing notice must also be delivered to the Superintendent.

11.7 Power of the Arbitrator

- A. The arbitrator shall be empowered, exception listed below, to conduct such investigations and hearings as may be necessary to reach a decision.
- B. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- C. The arbitrator shall have no power to establish salary schedules or change salary schedules.
- D. The arbitrator shall have no power to decide any question which, under this Agreement, is solely within the responsibility of management except as they may be conditioned by this Agreement.
- E. In the event that the arbitrator determines that he has no power to

rule, the grievance shall be returned to the Association, with a notification to the administration without decision or recommendation on its merits.

- F. There shall be no appeal from an arbitrator's decision if within the scope of his authority as set forth above. It shall be final and binding on the employee, or employees, involved in the grievance, and the Administration and the Board.
- G. The fees and expenses of the arbitrator shall be paid by the losing party in all cases where the grievance is sustained or denied in its entirety. In all other cases, the fees and expenses of the arbitrator shall be borne equally by the Association and the Board.

11.8 Grievance Forms

- A. Any grievance must be filed on the authorized grievance form agreed to between the parties to this Agreement.

Such forms must provide for designation of the provision of this Agreement allegedly violated and shall state the contention of the employee or the Association, and shall indicate the relief requested.

- B. Any grievance not advanced to the next step by the Association within the time limit in that step shall be deemed resolved by the Administration's last answer.
- C. Any grievance not answered by the Administration within the time limit in that step shall advance to the next step in this procedure.
- D. Time limits may be extended by the Administration and the Association in writing; then the new date shall prevail.
- E. The grievance form shall be made available to any employee requesting such, either through his supervisor or Association representatives.

11.9 General Provisions

- A. An individual grievance shall be initiated by the person so aggrieved.
- B. A "group grievance" may be initiated by the Association for an alleged violation that affects two (2) or more employees within the bargaining unit. To qualify as a "group grievance," the grievance must be signed

two or more bargaining unit members alleging a violation of the agreement.

ARTICLE 12
LABOR/MANAGEMENT COMMITTEE

- 12.1 The Jackson City School District Board of Education or its designated representative(s) and OAPSE Local 046 and its designated representative(s) agree to meet and discuss issues and/or problems concerning the District and the Union, excluding the specific terms and conditions of this Agreement. The committee will consist of no more than (4) designated representatives from each party.
- 12.2 The committee will meet on a bi-monthly (every two months) basis, beginning in September of each year. Additional meetings may be scheduled when mutually agreed. This committee shall not be utilized for the purposes of negotiations or the adjustment of grievances. Agendas will be developed prior to each meeting with the issues and concerns of each party presented at the committee meetings.

ARTICLE 13
DISCIPLINE PROCEDURE

- 13.1 No disciplinary action demoting or suspending without pay shall be taken without first having had a hearing, if the employees so requests. The employee shall be given a written statement containing the charges and the time and place of the hearing. The written statement shall notify the employee of his rights to a representative of his choice at such hearing. The employee must sign the statement, acknowledging receipt of the statement and the date received. The employee has the right to appeal the results of the hearing to the next administrative level within the three (3) days of the action.
- 13.2 Any disciplinary action resulting in demotion, suspension or discharge shall be subject to the grievance procedure of this Agreement and the employee, at his/her option, may commence review at Step II (Superintendent). Said grievance must be initialed within five (5) working days of the results from the employees appeal provided in Section 13.1.

- 13.3 No written reprimand of any employee shall be placed in such employee's personnel file unless notice of such reprimand has been given, in writing, to such employee.
- 13.4 The employee's personnel file shall be available, during regular office hours, for inspection upon request of such employee. Said employee shall not be permitted to remove any document or record from said file, but shall be provided copies of any materials contained therein upon payment of costs of reproduction.
- 13.5 Any record of disciplinary action in an employees file shall not be considered in future disciplinary action if it is more than two (2) years old provided there is no written disciplinary action of the same or similar nature in the two (2) year period following the initial discipline. Any disciplinary action that involves a child, and results in a finding, is exempt from this provision.

ARTICLE 14 **BID PROCEDURE**

- 14.1 When a vacancy or new position occurs in any classification, a vacancy opening notice shall be posted in all buildings for a period of five (5) working days, when school is in session. During the summer months when school is not in session, the notification period will be for one (1) week, by placing a notice on the district's telephone system Monday through Friday and by written notice to the Association President.

Employees desiring a vacant position shall submit their bid to the Administration (whoever is so designated on the "vacancy notice") within the five (5) working days posting period. The "vacancy notice" shall contain a job title, description of duties, salary range, shift work, location(s) and the deadline (hour and day) for submitting a bid.

In filling vacancies of existing positions, the following shall apply:

- A. The Board shall determine when and if a vacancy or new position exists, regardless of any employment movement into and out of bargaining unit positions.
- B. Administration shall determine the necessary qualifications for each vacancy or new position.
- C. The vacant position shall be awarded to the employee having the

greatest seniority from among those employees who submit a bid from within classification where the vacancy occurs.

- D. Classification seniority shall be defined as the continuous length of employment of a bargaining unit member in a particular classification as computed from the most recent date of entry into such job classification.
- E. If the position is not filled with an employee in the same classification, employees in other classifications will be considered. The Administration shall review all applications considering criteria such as qualifications listed on the job description, classification, recent and relevant experience and training, prior evaluations and passing test score, if a test is required. The Board reserves the right to administer written or skills tests to any or all bidders. All tests shall be administered equally and pertain directly to the qualifications listed for the position on the job description. An employee must only achieve a passing score to be considered equally qualified in the testing area. All applicants will be advised as to what is considered a "passing" score prior to the administration of any written or skills tests. If the administration deems no bargaining unit member qualified for the position, based on the criteria listed above, applicants from outside the bargaining unit shall be required to meet the same qualifications as bargaining unit members, including a passing test score, to be considered for the position. When the administration deems two or more candidates are equally qualified, based on the criteria listed above, the position shall be awarded to the most senior member of the bargaining unit according to system wide seniority.
- F. An employee appointed to fill a vacant position shall serve a probationary period not to exceed sixty (60) days, unless the new position has the same classification as the employee's previous position. If such employee's performance is not satisfactory, he/she shall be reassigned to his/her former position at the same salary or wage and seniority prior to his/her appointment to the vacant position. During said probationary period, an employee may elect to return to his/her previous position. After the employee completes thirty (30) days of the probationary period his/her previous position shall be bid. Any employee accepting the bid position shall return to his/her previous position if the probationary employee is returned, or chooses to return, to their previous position before the sixty (60) day probationary period ends.

After thirty (30) days of the probationary period a conference shall be held with the employee to evaluate his/her performance. If the employee's performance is satisfactory the probationary period shall end and he/she shall be awarded the position. If the employee's performance is not satisfactory he/she shall be given a written evaluation citing areas where improvement is needed and the probationary period shall be extended an additional 30 days.

- G. If it is determined that employees who submitted bids pursuant to paragraph E cannot qualify, then the Board may fill vacancy by appointment of a new employee. The Board has no responsibility to train or to provide for a training period for said employees.

All new employees shall serve a one hundred and twenty (120) working day probationary period to determine the fitness, adaptability and capability of the new employee. During such time the new employee shall have no seniority rights and cannot bid for any other position until he/she has completed one year of service. New employees retained beyond the probationary period shall have seniority computed as of their date of hire.

Probationary employees may be discharged anytime within the one hundred (120) working day period for just cause. Said discharge shall not be subject to the grievance procedure.

- H. If any employee is awarded a position of higher rate of pay, he/she shall assume the higher rate of pay beginning at the next full pay period. An employee changing classification can take up to 10 years of pay-scale experience with him/her and employees with more than ten (10) years experience shall be placed on the pay scale that is equal, or next highest, to their current salary.
- I. All bargaining unit members shall be permitted to bid on one (1) additional vacant position, during each calendar year following assignment to a new position, unless said new position is cancelled.

All other bargaining unit members shall be permitted to bid on one (1) additional vacant position, during each calendar year following assignment to a new position, unless said new position is cancelled.

There will be no yearly restrictions on employees bidding on positions with a higher rate of pay than their current position.

14.2 Supervisory Positions

This Article shall not apply to vacancies in or the creation of any supervisory position including, but not limited to, the positions of Supervisor of Transportation, Chief Custodian and Supervisor of Lunchrooms.

14.3 The following classifications shall be used for the purpose of defining classification seniority for the purpose of the bid procedure:

- A. Bus Driver
- B. Mechanic and Mechanic Helper
- C. Paraprofessionals
- D. Cafeteria Workers
- E. Custodian
- F. Maintenance
- G. Secretarial/Clerical
- H. Craftsman
- I. Cleaning Workers
- J. Clerical/Aide
- K. Custodial Coordinator
- L. Head Mechanic

14.4 The Association shall be provided the current seniority list of all employees contained in the bargaining unit.

14.5 Each month, the board will inform OAPSE (President, Association or Local) of personnel changes which affect the seniority list.

ARTICLE 15
SECONDARY CLASSIFIED POSITIONS

15.1 An employee whose regular scheduled position is less than an eight hour per day position may be eligible for a secondary position in another classification.

The following classifications shall be used in defining secondary positions for purposes of the bid procedure:

- a. Aide II
- b. Cleaning Person II
- c. Cook II
- d. Lunchroom cashier

- e. Clerical Assistant
- f. Library Assistant
- g. Lunchroom Attendant

GUIDELINES

1. The combined hours of the primary and secondary positions may not be regularly scheduled for more than forty (40) hours per week.
2. To keep his/her Board paid benefits, an employee who is hired for secondary position must retain his/her primary contract position with the board.
3. An employee hired for a secondary position will have sick leave deducted on an hourly basis if absent from work.
4. Secondary positions are filled on a year-to-year basis. Employees currently in a secondary position will remain in those positions as long as the need for the position exists and funds are available, and quality of work is satisfactory. If the position is no longer needed, the employee shall be able to bump the lowest senior employee in the same secondary classification. If the employee has been assigned a secondary position in another secondary classification and the assigned position is no longer needed the employee may return to his/her previously held secondary position.
5. Quality of attendance will be a factor in determining qualification for or to remain in position.
6. Classification seniority in secondary positions will only be a factor when applicants within these positions are determined to be equally qualified.
7. An employee filling a secondary position can take up to 3 years of pay-scale experience with him/her.

POSITIONS

A cleaning person classification is established to provide for an unskilled entry level position in the custodial/maintenance area.

Assignment to this position will be awarded on overall district seniority of those bidding for the position.

Other positions such as aides, cooks, etc. will be based on the educational and/or skill levels that these positions require and that those employees bidding possess. The administration reserves the right to determine the qualification level of bidders.

All part-time secondary positions will be offered to current qualified employees first before they are offered to non-employees.

ARTICLE 16 **JOB DESCRIPTIONS**

- 16.1 The Association shall be furnished with a copy of the job description of each classification covered under the terms of this Agreement.
- 16.2 Each member of a classification will be furnished with the most current copy of the job description for his particular classification.
- 16.3 The job description shall clearly state the supervisor(s) of each position.
- 16.4 Prior to any change in any job description covered under this Agreement, the Association shall be notified of such changes anticipated and the effective date of such changes.

ARTICLE 17 **WORKERS' COMPENSATION**

- 17.1 Non-certified employees are covered by the Ohio Workers Compensation Act. The cost is paid by the Board of Education and no contributions are required of individual employees.
- 17.2 Any injury incurred while performing assigned responsibilities shall be immediately reported to the injured employee's supervisor, an employee accident form completed, and an application maybe filed with the Bureau of Worker's Compensation.
- 17.3 If approved for workers compensation which would require being off work, the employee may choose to take workers compensation leave or employee sick leave.

- 17.4 An employee who is on an approved worker's compensation leave in which the Board is the employer, then that employee's insurance benefits shall be paid by the Board for the month the leave occurs and the subsequent month.

ARTICLE 18
LEAVE OF ABSENCE

- 18.1 Upon written request, the Board of Education may grant a leave of absence for a period of not more than two (2) years for education or professional or other purposes, and shall grant such leaves where illness or other disability is the reason for the request.
- 18.2 Upon the return of the employee from a leave, the Board may terminate the employment of a person hired for the purpose of replacing the returning employee while he was on leave.
- 18.3 If, after the return of the employee from leave, the person employed for the purpose of replacing and employee is continued in employment as a regular employee, or if he is hired by the Board as a regular employee within a year after his employment as a replacement, he shall receive credit for his length of service with the Board during such replacement period.
- 18.4 Any credit awarded to an employee mentioned above shall be in compliance with 3319.081 of the Ohio Revised Code.
- 18.5 Upon the return of the employee from leave of absence and at the employee's request, the Board of Education agrees to place the employee in the same position, location, or work status as the one held prior to the granting of the leave, if such position, status, or location no longer exists, then the Board of Education agrees to place the employee in a comparable position.
- 18.6 The provisions of Item 5 above are applicable only to leaves of absence granted for one (1) year or less except as provided by law.

ARTICLE 19
PERSONAL LEAVE

19.1 Three (3) days of personal leave shall be granted per school year to allow an employee to meet personal obligations which may not be taken care of at times other than scheduled work hours. Personal leave may be used for emergencies.

19.2 Requests for personal leave shall be made on Board prescribed forms and shall be submitted to the principal or immediate supervisor not later than two days prior to the requesting date of use. In emergency situations or in situations where extenuating circumstances are involved, the Superintendent may waive this requirement.

Any new employee in employment status prior to January 1st shall be entitled to three (3) days of personal leave. Those new employees who begin work after December 31st, but prior to May 1st, shall be entitled to (2) days of personal leave. Those new employees who begin work after April 30th of any school year, shall be entitled to one (1) day of personal leave.

19.3 The following policy will apply to all non-emergency use of personal leave. Personal leave will not be used in lieu of sick leave, nor will it be used immediately before or after any holiday or vacation period, or except, with prior approval of the Superintendent. No non-emergency personal leave may be taken during the first three (3) weeks of school or during the last three (3) weeks of school. No more than eight (8) bargaining unit members may be granted personal leave in any given day except with prior approval of the Superintendent. Personal leave may not be used for gainful employment outside of the school system. All requests for personal leave are subject to review and final approval by the Superintendent prior to their implementation.

The year for personal leave shall be July 1st to the succeeding June 30th.

19.4 This leave may be used in one-half (1/2) day increments, which shall be equal to one-half (1/2) of the employee's work day and which must be used only in the first half or the second half of the work shift.

Employees in secondary positions will be charged leave on an hourly basis. For example, a bus driver who is also an aide, who takes leave on the afternoon bus route shall be charged 2.5 hours of leave time.

19.5 Employees will receive the following compensation based on the total of absences (sick leave/personal leave) during the school year. Employees who qualify for this compensation will be paid in one lump sum at the conclusion of the school year.

A. Any employee who is absent because of death in the immediate family will not be disqualified for reimbursement purposes.

12-Month Employees		9 & 10 Month Employees	
Days of Absence	Compensation	Days of Absence	Compensation
Less than one day	\$750.00	Less than one day	\$625.00
1	\$450.00	1	\$325.00
2	\$300.00	2	\$225.00
3	\$250.00	3	\$175.00
4	\$200.00	4	\$125.00
5	\$150.00	5	\$75.00

An employee shall elect to participate in the above compensation scale or may choose in place of dollar compensation to have unused personal leave added to his/her accumulated sick leave at the end of the school year.

An employee who does not qualify for compensation, shall have unused personal leave added to his/her accumulated sick leave at the end of the school year.

**Jackson City School District
Personal Leave Request Form**

Personal leave may be used for personal business which can be taken care of only during school hours, or for emergency situations.

Please note that employees may qualify for an annual cash bonus or for additional sick leave accumulation by preserving personal days.

I, _____, hereby request personal leave on _____, 20____.

This request is for (circle one) a.m., p.m. only, all day.

I certify that this request is for personal business or an emergency that can be taken care of only during school hours.

Employee remarks

Date: _____ Employee Signature _____

I recommend that this request be approved / denied.

Principal/Supervisor remarks:

Date: _____ Principal/Supervisor _____

The above request has been approved / denied. Reason for denial:

Date: _____ Superintendent: _____

ARTICLE 20
PROFESSIONAL ASSOCIATION LEAVE

- 20.1 Leave will be granted annually up to two (2) employees for a maximum of four (4) days each for the purpose of attending professional association meetings. The Association will select those persons eligible for this leave and advise the Superintendent of their names not less than ten (10) working days prior to the first day for which leave is requested. Employees so selected will receive salary while on leave but the Board will not be required to pay any other expenses connected with such leave.

ARTICLE 21
ADMINISTRATIVE MEETINGS

- 21.1 Non-certificated employees shall not be required to attend meeting with supervisors or school officials at times other than the employee's regularly scheduled work day, in excess of four (4) hours per year. Employees who are required to attend such meetings shall be compensated for all hours in excess of four (4) hours at their regular rate of pay. This section shall not apply to any meeting attended by an employee pursuant to Article 12 of this Agreement, to any negotiations session, or to any other meeting called or attended by the employee as a member of or on behalf of the Association.

ARTICLE 22
EMPLOYEE EVALUATIONS

- 22.1 Any written employee evaluation form shall be shown to and signed or initialed by the employee prior to inclusion of the form in that employee's personal file. The refusal of any employee to initial or sign the form will not bar the inclusion of that form in the employee's personnel file if the appropriate supervisor certifies, in writing, that the evaluation form was shown to the employee and that the employee refused to initial or sign it.
- 22.2 Any employee may include in his personnel file, any written reply to any evaluation form, provided that the reply is submitted within thirty (30) calendar days after the evaluation form was first shown to the employee.
- 22.3 Any employee may inspect and copy any material contained in his or her personnel file provided that inspection is limited to times when the Board of Education Office is normally open for business. Any employee requesting copies of materials from his personnel file shall be required to pay the reasonable cost of preparing those copies.

ARTICLE 23
PHYSICAL EXAMINATIONS

- 23.1 The Board will provide, at no cost to the employee, any physical examination required by the Board of Education, provided, however, that the Board shall not be required to pay the cost of

any physical examination required for the use of sick leave or disability leave.

ARTICLE 24
BUS ROUTES

- 24.1 All bus routes will be subject to the bid procedure and requirements of Article 14.
- 24.2 All buses must be kept in good operating condition and inspected annually prior to the opening of school. All drivers shall obey the traffic laws of the State of Ohio and regulations of the Department of Transportation and State Board of Education in the operation of school buses.
- 24.3 Only qualified drivers regularly employed by the Board of Education who are able and willing shall be awarded trip work before any other driver is asked. All trip work shall be, whenever possible, posted by Friday for the following week and shall be awarded from the four trip lists, by seniority on a rotating basis.
- A. A driver shall have the option of withdrawing his/her name from the rotation list at any time. If the driver remains on the list, there shall be no trading of positions on the list, and if the extra run is refused for any reason, the driver's name shall be placed at the back of the list.
- B. The drivers will be notified by bus radio to contact the garage regarding future trip work. Failure to contact the garage by the end of that day will result in the driver's name being placed at the back of the list and another driver being assigned that trip.
- C. If an eligible regular driver desires to take a field trip and athletic trips during the school day that would finish after his/her regular daily afternoon run would begin, he/she shall have the option to select that trip over his/her regular route. Athletic trips that start after 12:00 noon are excluded from this provision.
- 24.4 Regular bus routes will be paid at the driver's regular hourly rate for a five (5) hour day. This includes thirty (30) minutes for fueling and pre-servicing the bus.

ARTICLE 25
BUS INCIDENT REPORTS

- 25.1 Any driver who turns in a "School Bus Incident Report" shall receive from the building principal as soon as practical, notification indicating any disciplinary action taken against the (those) student(s).
- 25.2 Drivers should be informed within 24 hours, if possible, when a student is suspended from riding the bus and when the student is returning from suspension to ride the bus.

ARTICLE 26
BUS ROUTE, EXTRA DUTY TRIPS AND SPECIAL ROUTES

- 26.1 Regular bus drivers who take athletic, field and activity trips shall be paid at an activity pay rate of \$9.84 per hour plus index July 1, 2006, \$10.04 per hour July 1, 2007, and \$10.24 per hour July 1, 2008, with a minimum of two (2) hours. Bus drivers who take trips on weekends will be paid from bus storage to bus storage.
- 26.2 Any bus driver who takes a non-routine, extra duty trip that is out of district and scheduled after regular school hours shall be paid a minimum of \$30.00.
- 26.3 a. Each driver rotation list shall start with the most senior on that list at the beginning of each school year.
- b. In-district weekday trips shall be posted with hours to be paid e.g. Olympics, Eisteddfod, library.
- c. If a trip after being assigned is cancelled, that driver shall be at the top of the rotation list. Drivers who do not receive cancellation notice and report for the trip will receive two (2) hours show up time pay.
- d. If a driver is unable to be offered a trip because of logistics i.e., either because of distance from bus storage or time schedules, that driver shall be placed at the top of the rotation list.

It is the decision of Transportation Director to determine

whether a trip can be offered because of logistics.

- e. Trips scheduled to start near the beginning and/or near the close of the school day will be offered first to drivers who serve those buildings. A driver accepting such a trip who is not at the top of the rotation list will be skipped when the list reaches his/her position on the list.
 - f. The after school trip list shall begin at 4:00 p.m. The weekend trip list shall begin at 4:00 p.m. Friday evening. No driver shall lose his/her position on the rotation list due to length of his/her regular route. The driver shall remain at the top of the rotation list until a trip can be offered.
 - g. A driver who is asked to take a trip but refuses without acceptable reasons to do so, three consecutive times will be removed from that list. It is the final decision of the transportation director whether an excuse is acceptable.
 - h. Trips cannot be offered to drivers whose names are not on the rotation list. If all drivers on a particular list refuse a trip and another driver has previously expressed interest in taking that trip, that trip then may be offered to the driver not on the list.
- 26.4 Trips other than regularly established bus route will not be enlarged or expended without additional compensation after the driver has agreed to the trip. This provision shall not prevent the addition of stops which do not require substantial additional time or mileage

ARTICLE 27
BUS CLEANING SUPPLIES

- 27.1 The Board agrees to supply cleaning supplies necessary for the final cleaning of school buses at the end of the school year.

ARTICLE 28
TRAVEL ALLOWANCE

- 28.1 Any employee required to use his own vehicle in the performance of his duties within the district (other than travel to and from

work), will be reimbursed at the current rate as adopted by the Board per mile for all miles actually traveled.

- 28.2 Requests for mileage reimbursement shall be made monthly on forms provided by the Board of Education.

ARTICLE 29 **LAYOFF AND RECALL**

- 29.1 If it becomes necessary to reduce the number of employees in a job classification due to abolishment of positions, lack of funds, or lack of work, the following procedures shall govern such layoff.
- 29.2 The Board of Education will attempt to keep the number of people affected by the reduction in force to a minimum by not employing replacements for employees who resign, retire, or otherwise vacate a position within the job classification affected.
- 29.3 Whenever it becomes necessary to layoff employees by reasons as stated above, employees shall be laid off according to seniority within the job classification affected, with the least senior employee laid off first. Classification seniority shall be defined as the continuous length of employment of a bargaining unit member in a particular classification as computed from the most recent date of entry into such job classification.
- 29.4 Employees who are laid off shall have the right to displace/bump any less senior employee within their current classification based on classification seniority.
- 29.5 If an employee is bumped out of his/her classification and worked in another classification, and maintains the qualifications required for their previous classifications, he/she may displace any less senior employee, in his/her former classification, based on classification seniority previously accrued in that classification.
- 29.6 Authorized leaves of absence do not constitute an interruption in continuous service but such time will not be counted in computing seniority. In cases of identical seniority, based upon latest date of hire or appointment to present classification, seniority shall be determined by the following methods, in the order listed:
- A. First day of work in the district as a regular employee,

regardless of classification.

- B. Flip a coin if first day of work in the district as a regular employee is the same.

29.7 The following job classification shall be used for the purpose of defining classification seniority in the event of layoff:

- A. Bus Drivers
- B. Mechanic/Mechanic Helper
- C. Paraprofessionals
- D. Cafeteria Workers
- E. Custodial
- F. Maintenance
- G. Secretarial/Clerical
- H. Craftsman
- I. Cleaning Person
- J. Clerical Aide
- K. Custodial Coordinator
- L. Head Mechanic

29.8 The Board of Education shall determine in which classifications the layoff should occur and the number of employees to be laid off. In the classification of layoff, employees under one year contract shall be laid off first.

29.9 Each employee to be laid off shall be given written notice of the layoff. Each notice of layoff shall be given ten (10) days in advance and shall state the following:

- A. Reasons for the layoff or reduction.
- B. The effective date of layoff.
- C. A statement advising the employee of his rights or reinstatement from the layoff.

29.10 For each classification in which the layoff occurs, the Board shall prepare a reinstatement list. The list shall place, in reverse order of layoff, the names of the employees with continuing contracts. Next on such list, in reverse order of layoff, shall be the names of employees with limited contracts. Reinstatement shall be made from this list before any employees are hired in the affected classification.

- 29.11 Each employee who has been laid off will be responsible for keeping the Board advised of his current mailing address and telephone number. When any employee is eligible for reinstatement, he will be notified in writing, by certified mail, to report for work at a time not less than ten (10) days following the date the notice was mailed. Failure to report for work at the time designated shall be deemed as a waiver of any rights to reinstatement. No new employees will be hired in any classification for which an eligible employee remains on the reinstatement list.
- 29.12 The employee's name shall remain on the appropriate list for a period of two (2) years from the effective date of layoff. If reinstatement from layoff during this period, such employee shall retain all previously accumulated seniority.

ARTICLE 30
HOURS OF PAY

- 30.1 All employees shall receive the hours of work at the rate of pay specified in their contract, except as such hours or pay may be reduced pursuant to law.
- 30.2 All employees shall receive the paid holidays required by law.
- 30.3 All employees required by the Board to attend in-service meetings scheduled in addition to the employee's regularly contracted work year shall be paid their hourly rate of pay for all "in service" hours. The Board of Education will determine what constitutes in-service hours. Administrative meetings are not in-service.
- 30.4 Employees required to work a second or third shift shall receive a pay differential in the following amounts based on a 188 day schedule:

Second Shift	\$.20 per hour
Third Shift	\$.30 per hour

ARTICLE 31
OVERTIME

- 31.1 All hours worked over forty (40) in one (1) week shall be paid at

rate of time and one-half (1-1/2). Calamity days, vacation, and paid holidays are inclusive as days worked in terms of overtime calculation.

- 31.2 Any employee authorized and performs work on Sunday shall receive twice his/her hourly rate of pay for all hours worked.
- 31.3 No employees shall be regularly scheduled for a regularly compensated for more than forty (40) hours of work per week.
- 31.4 All overtime must be authorized in writing by the employee's classification supervisor or appropriate central office administrator. The administration has the sole responsibility for determining the number, if any, of bargaining unit members that are necessary to complete overtime assignments.
- 31.5 All authorized overtime must be offered on a rotation basis starting with the most senior employee in the classification responsible for performing the work required; first by building seniority then by district-wide seniority.
- 31.6 A custodian shall be assigned to work when any special event (as determined by the building principal) is held on school property. Said custodian shall receive a minimum of two (2) hours pay. Assignment shall be based on building seniority.
- 31.7 Usage of kitchen shall follow current Board policy.

ARTICLE 32
CALL IN PAY

- 32.1 Any bargaining unit member who has completed his/her regularly scheduled work day and is called to work shall receive a minimum of two (2) hours' pay at the applicable rate in addition to regular pay due the employee on that day. This call-in pay does not include time worked immediately prior to or immediately following an employee's regular work day.
- 32.2 Except in case of emergency, such call-in time shall be scheduled and authorized by the classification supervisor. The intent of this provision is to provide a minimum entitlement of paid hours for employees who are asked to give up time on weekends or evenings to provide necessary work as determined by the supervisor.

- 32.3 When a call-in is necessary, a bargaining unit member shall be assigned work within his/her classification's area of responsibility only.

ARTICLE 33
CLASSIFICATION PAY

- 33.1 Any employee assigned to perform for not less than five (5) consecutive work days' work that normally is performed by an employee holding a higher classification, shall receive the rate of pay normally paid the higher classified employee. Such employee shall be paid the higher rate of pay beginning with the first day of such service.

ARTICLE 34
SICK LEAVE

- 34.1 Each person employed by the Board shall be entitled to fifteen (15) days' sick leave with pay for each year under contract, which shall be credited at the rate of one and one-fourth (1 ¼) days per month.
- 34.2 Sick leave may be used for absence due to personal illness, disability due to pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the employee's immediate family. Unused sick leave shall be accumulated for a maximum of 260 days.

For purposes of absence due to illness, injury, or death in the employee's immediate family, immediate family shall be defined as spouse, parent, child, mother or father-in-law, sister, brother, grandparents, grandchildren, step children, step parents, foster children, foster parents, anyone who stood in the place of a parent, and any relative who is dependent upon the employee for care.

Sick leave, as defined in this article, may not be used for pre-scheduled and/or non-emergency doctor appointments or non-emergency child care for any relative that is not a member of the employee's immediate household or dependent upon the employee for care. The Superintendent may grant sick leave for doctor appointments and non-emergency child care in special circumstances if such leave is requested in advance.

Death of a relative not included in the above may be considered by the Superintendent and leave chargeable to sick leave will be authorized for not more than two (2) days if the situation appears to warrant such leave.

- 34.3 Any accumulated sick leave of a person separate from any other public service shall be transferable.
- 34.4 Employees who render part-time, seasonal intermittent, per diem, or hourly service shall be entitled to sick leave for the time actually worked at the pro-rata rate of the full-time employee.
- 34.5 If sick leave is taken, the employee shall submit a signed leave form, stating a brief explanation of the reason for the sick leave request. Example of brief explanation: child's illness, personal illness, spouse's doctor appt., parent's illness etc. Proven falsification of said statement could lead to disciplinary action.
- 34.6 Maximum used for death in family is five (5) days per occurrence. This amount could be extended by permission of the Superintendent of Schools.
- 34.7 A bargaining unit member who returns to work after an absence because of illness for a period of 5 or more consecutive work days shall be required to submit a doctor's certificate indicating that he/she is able to return to work and to assume his/her regular duties and responsibilities.
- 34.8 A bargaining unit member who because of personal illness is to be absent for a period of 30 consecutive work days or more, is requested to submit a doctor's statement for this long-term absence. The Board has the option to request a second opinion, at Board cost, from a doctor of its choosing.
- 34.9 A bargaining unit member who has a non-emergency doctor appointment scheduled is to give supervisor (forty-eight) 48 hours advance notice of time and place of appointment.
- 34.10 The Board will follow the provisions of the Family Medical Leave Act regarding un-paid leave.

ARTICLE 35
SEVERENCE PAY

- 35.1 A classified employee with ten (10) or more years of service to the Jackson City Board of Education shall, at the time of retirement, upon acceptance for retirement benefits by the School Employees Retirement System and within 120 days from the last day of service to the Jackson City School District an employee shall be paid in one lump sum an amount calculated at the employee's regular rate of pay times one-fourth (1/4) of his/her accumulated sick leave to a maximum of sixty-five (65) days pay.
- 35.2 If a bargaining unit member dies prior to retirement, his/her severance pay will be paid to his/her designed beneficiary within thirty (30) days of the bargaining unit member's death.

ARTICLE 36
SUPPLEMENTAL PAY IN FINAL YEAR OF SERVICE

- 36.1 During the last year of service prior to retirement, non-certificated Employees with fifteen or more years of service in the Jackson City School District are entitled to receive a five hundred (\$500) dollar bonus and employees with twenty (20) or more years of service will receive one thousand (\$1,000.00) dollars provided the retiring employee gives six months written prior notice to the Board of Education of his/her retirement date. Said increases shall not be granted unless the Board of Education receives employee's notice of retirement at least six months prior to date of retirement.

ARTICLE 37
CALAMITY DAYS

- 37.1 When schools are closed due to a public calamity such as an epidemic, inclement weather, or other such reasons as determined by the Superintendent, all employees shall be paid their regular scheduled rate of pay for all days or part of a day when the school in which they are employed is closed, as long as such days are not required to be made up at a later day to meet the minimum school year.
- 37.2 All regular full-time twelve (12) month employees are to be present for all contracted days regardless of school closings unless

instructed not to work by their classification supervisor or a Central Office administrator. Twelve-month employees who are asked to work on a calamity day will be paid their regular hourly rate for all time they are instructed to work on those days up to a limit of five (5) calamity days. This pay shall be in addition to that amount guaranteed in Section 37.1 above, with a minimum call-in of four (4) hours.

For example:

An employee that is asked to work 4 hours on a calamity day will be paid for 8 hours guaranteed, plus 4 hours worked.

If an employee is asked to work 8 hours, they will be paid for 8 hours guaranteed, plus 8 hours worked.

ARTICLE 38 **VACATIONS**

38.1 Vacations apply only to personnel employed for either an 11-month year or a 12-month year.

38.2 A. All eligible employees shall be granted vacations with pay each year in accordance with the following article.

<u>Year of Service Completed</u>	<u>Weeks Vacation</u>
More than 1, but less than 8	2
8 or more, but less than 15	3
15 or more	4

Years of service apply to only those working in an eleven (11) or twelve (12) months position.

B. An employee whose first contract is less than eleven (11) months shall earn vacation time on a pro-rated monthly based on the number of months remaining to be worked in the contract year. The number of vacation days will be accredited to the employee's vacation account at the beginning of the next contract year July 1. The vacation year for all eleven and twelve month employees will be July 1 to June 30 with carry-over calculated after June 30 each year.

- 38.3 Vacation shall be taken at times approved by the employee's classification supervisor, subject to review by the Superintendent. Vacations of 3 days and over shall be scheduled at least two (2) weeks in advance. No vacations shall be scheduled during the two (2) weeks prior to the opening of the school year unless special permission is given by the Superintendent. Vacations shall be scheduled so as to allow for the effective conduct of school business as deemed appropriate by the administration. No more than seven (7) days of vacation shall be approved to be taken on days when school is in session.
- 38.4 Pay cannot be taken in lieu of vacation by working and receiving double wages.
- 38.5 No employee will be permitted to carry-over into a new vacation year more than one-half (1/2) the vacation earned the previous vacation year.
- 38.6 Eligibility for vacations may be accumulated by eleven or twelve month employees only.

ARTICLE 39
HOLIDAYS

- 39.1 All 12-month non-certificated employees shall receive the following paid holidays:

Labor Day	New Year's Day
Thanksgiving Day	Martin Luther King Day
Day after Thanksgiving	President's Day
Christmas Eve	Good Friday
Christmas Day	Memorial Day
New Year's Eve	July 4 th

- 39.2 All 9-month non-certificated employees shall receive the following paid holidays:

Labor Day	Martin Luther King Day
Thanksgiving	President's Day
Christmas	Memorial Day
New Year's	Good Friday

- 39.3 The annual contract salary amount provided 9-month employees in their annual salary notice includes compensation for the paid holidays as listed above. Compensation for holiday pay will be pro-rated throughout the year in regular pay periods.
- 39.4 Employees entitled to paid holidays under this provision must report for work on each of the regular scheduled work days prior to and following any holiday (or be properly excused from reporting) in order to be eligible for the paid holiday.
- 39.5 Any holiday which falls on Saturday will be observed the preceding Friday, and if the holiday falls on Sunday, it will be observed the next succeeding Monday.
- 39.6 Any employee required to work on a day which, as to that employee, is a paid holiday, shall receive holiday pay and be paid at the rate of time and one-half for all hours worked.

ARTICLE 40 **LIFE INSURANCE**

- 40.1 The Board will provide, at no cost to employees, a group term life insurance plan insuring the life of all bargaining unit members who work twenty-five (25) or more hours per week/in the amount of fifty thousand dollars (\$50,000.00).

ARTICLE 41 **HEALTH INSURANCE**

- 41.1 The Board of Education will provide family or single plan Hospitalization, surgical, major medical, and dental insurance and will pay the **following** premium for this coverage for all bargaining unit members who work twenty-five (25) or more hours per week.

Beginning January 1, 2012, the Board contribution to the health care premium will be ninety-six (96%) and the employee contribution will be four percent (4%).

Beginning with the 2012-2013 school year, the Board contribution to the health care premium will be ninety-five (95%) and the employee contribution will be five percent (5%).

41.2 A district insurance committee shall be formed to educate, review and make recommendations on health care issues. The committee shall meet a minimum of four (4) times per insurance plan year. The committee shall include three (3) representatives from each of the following groups: OAPSE Local 046, JCEA and the Board. Should the insurance premium for the total cost of the health insurance plan increase during the 2011-12 school year (January 2012) be greater than ten percent (10%), the committee shall meet and shall make recommendations for adjustments to the schedule of benefits and/or changes to the insurance plan. The Board representatives shall have no voting privileges and a majority of both OAPSE and JCEA members must approve the adjustments and/or changes before recommending such changes to the Board. Should the committee be unable to recommend an adjustment on a timely basis for the board to act upon to hold the increase to the stated cap, the committee shall meet with the insurance committee of the Board (which shall consist of a board member, the treasurer and the superintendent) to discuss options to contain costs to meet the requirement. If the committee and the Board's insurance committee cannot reach agreement on a recommendation for the board, the board will implement adjustments to hold the increase to the stated cap and to provide insurance for eligible bargaining unit members.

For the insurance plan year beginning during the 2012-13 school year (January 2013) and each year thereafter unless the parties agree otherwise, the ten percent (10%) cap on the premium increase will be reduced to nine percent (9%) and the paragraph above will be applied with the nine (9%) cap.

1. Two spouses employed in the district, with no dependents, agree to take the most cost effective plan.
2. Two spouses employed in the district, with additional dependents would take one family plan.

41.3 The Board of Education agrees to maintain health insurance plans that provide as comparable coverage as possible to the plans presently in effect, given the cap set forth in section 41.2 above.

41.4 Prior to the Board of Education changing carriers, the Board agrees to meet with OAPSE representatives to discuss proposed

changes.

41.5 If a legally married and unseparated couple is employed by the Board, only one employee can enroll in any type of insurance coverage provided in Section 41.1. Should the employee carrying insurance coverage take an unpaid leave or become separated from the employment of the Board, the coverage will automatically transfer to the spouse who is still employed by the Board as of the date of separation or leave unless the employee or employees notify the Treasurer otherwise. There shall not be any lapse in coverage.

41.6 Payment in Lieu of Health and dental insurance coverages – Any employee who declines to take the Board offered health insurance provided by Article 41 will be compensated as follows:

- (1) If both health and dental insurance is declined then the employee will be compensated \$1,100.
- (2) If only health insurance is declined then compensation will be \$850.

- A. In order to qualify for the compensation the employee must make a request in writing to the treasurer and state that they have hospitalization coverage through their spouse. This written request must be made to the treasurer's office by August 1 of each approaching school year. This alternate compensation offer is available to the employee each year that they decline the board offered insurance coverages.
- B. If both spouses work for the District then the maximum allowable by this provision is \$400.00.
- C. The Board agrees to pick up employees on board provided health and dental insurance within thirty days of the event that caused loss of coverage, provided that the employee so notifies the treasurer in writing within thirty days of the event that caused loss of coverage.
- D. If an employee chooses to exercise "C" above at any time during the year, then the full alternative compensation provided by this article will be forfeited by the employee.

ARTICLE 42
MISCELLANEOUS

- 42.1 The Board will reimburse cooks \$150 for uniforms per year. Maintenance and custodial workers shall be provided leased or rented uniforms. Secondary classified employees in these classified positions will be reimbursed on a pro-rated basis.

Cooks, maintenance, and custodial workers shall be reimbursed twenty-five (\$25.00) for shoes. All employees shall provide receipts to be reimbursed for uniforms and shoes.

Employees working in the Maintenance, Custodial, Custodial Coordinator, Craftsman or Mechanic's classification shall be reimbursed a maximum tool allowance, each year, in the following amounts with prior supervisory approval:

Custodial	\$150.00
Maintenance	\$300.00
Craftsman	\$400.00
Mechanics	\$400.00
Custodial Coordinator	\$400.00

Employees must provide receipts for approved tool purchases for reimbursement.

- 42.2 Drivers required to drive extra trips during regular school hours will not be penalized by having regular salary deducted.
- 42.3 All non-scheduled custodians requested to work special events will receive a minimum of three (3) hours per shift.

ARTICLE 43
EDUCATIONAL AIDES/PARAPROFESSIONALS

- 43.1 Educational aides or paraprofessionals shall not be used in place of regular classroom teachers in accordance with 3319.088 of the Ohio Revised Code.
- 43.2 Board will pay the cost for Education Aides' permits.

ARTICLE 44
WAGES

44.1 The Board and OAPSE agree to the following pay scales (A-P) for classifications in Article 2.2.

A. Bus Mechanic	I. Middle School Secretary
B. Bus Drivers	J. Paraprofessionals
C. Maintenance	K. Craftsman
D. Custodian	L. Cleaning Person
E. Cook and Certified Cook	M. Clerical-Aide
F. Board Receptionist	N. Bus Mechanic Helper
G. High School Secretaries	O. Custodial Coordinator
H. Elementary Secretary	P. Head Mechanic

44.2 A. Wages

Effective -July 1, 2011 – June 30, 2012 – 0% increase.
Effective July 1, 2012 – June 30, 2013 – 0% increase.

For the July 1, 2011 – June 30, 2012 school year, all employees will advance one step on the salary schedule but they will be paid the salary for the step they were on during the 2010-11 school year.

For the July 1, 2012 – June 30, 2013 school year, employees will advance one step on the salary schedule, but will be paid for one-half (1/2) of one (1) salary step increase on the salary schedule.

For the 2013-14 school year the 2012-13 salary schedule will be in effect until a new contract is settled for 2013-14. However, the 2010-2011 salary schedule will be used as the basis for beginning negotiations for the 2013-2014 salary schedule.

In the event that any other bargaining unit or group of employees receives any increase in wages during the term of this Agreement, other than step increases in their negotiated Agreement, the same increase shall be applied to all employees in Local 046 bargaining unit, on the same date it becomes effective for the other group of employees or bargaining unit.

Beginning July 1, 2003, the following steps shall be included in the existing salary step schedule of this bargaining agreement.

Step 11 2% increase

Beginning July 1, 2004 the following steps shall be included in the existing salary step schedule of this bargaining agreement.

Step 21 2% increase

Beginning July 1, 2005 the following step shall be included in the existing salary step schedule of this bargaining agreement.

Step 25 2% increase

44.3 All bargaining unit employees who elect to change job classifications will be credited with their total number of years of service with the school district from their original date of hire up to ten (10) years of service. Employees with more than ten (10) years of service shall be placed on the pay scale equal to, or next highest, to their current salary when placed on their new classification scale.

44.4 In addition to the base salary indicated above, each bargaining unit member shall receive as a Retirement Planning Salary (RPS) in each year of this agreement:

(1) Effective July 1, 2011 – June 30, 2012, \$2,500 for each member of the bargaining unit. Effective July 1, 2012 – June 30, 2013, \$2,500 for each member of the bargaining unit. Effective July 1, 2013 – June 30, 2014, \$2,500 for each member of the bargaining unit. Employees shall receive their retro pay no later than the first pay period after the ratification and Board approval of this Agreement.

No payment after June 30, 2014 unless the parties agree agree in a new Collective Bargaining Agreement.

Each bargaining unit member may choose how the RSP will be distributed by notifying the district Treasurer in writing. Employees may choose to distribute the RPS (total amount of two thousand five hundred dollars (\$2,500.00) or any amounts totaling (\$2,500.00) in any one (1) of the four (4), or any combination of the four (4) choices as listed below:

- (1) Yearly Salary (calculated in yearly salary and distributed over 26 equal pays);
- (2) Medical Reimbursement Fund;
- (3) Retirement Planning fund; or
- (4) Health Savings Account (HSA).

44.5 Effective July 1, 2009, all new employees must enroll with the District Treasurer for direct deposit of the employee's regular payroll check. Once the employee enrolls in the direct deposit program, they must remain in the direct deposit program.

ARTICLE 45 **SERS PICK-UP**

45.1 The Board agrees with the Association to implement the SERS "pick-up" utilizing the salary reduction method of contributions to the State Employees Retirement System effective July 1, 1985, paid upon behalf of the employees in the bargaining unit, at no cost to the board, under the following terms and conditions:

- A. The amount to be "pick-up" on behalf of each employee shall be the amount described as the employee portion by the Ohio revised Code section 3309.47 and as established by the School Employees Retirement. The annual compensation shall be reduced, at no cost to the Board, by an amount equal to the amount "picked-up" by the Board for the purpose of State and Federal taxation only.
- B. The pick-up percentages shall apply uniformly to all members of the bargaining unit as a condition of employment.
- C. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employ pick-up.
- D. Payment for all paid leaves, sick leave, personal leave, and severance including unemployment and Workman's Compensation shall be based on the employee's daily gross pay prior to reduction as basis (e.g. gross pay divided by the number of hours worked).

45.2 Each employee will be responsible for compliance with Internal

Revenue salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans.

- 45.3 If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other governing regulations, the Board will be held harmless and this Article of the Agreement shall be declared null and void. The Board shall return to the former method of employer/employee retirement system contributions as soon as necessary.

ARTICLE 46 **SHORT TERM LEAVE- UNPAID**

The Board of Education does not encourage un-paid days as an approved form of leave. However, in rare circumstances this might be the only type of leave available to the employee. In order to take Short Term Leave – Unpaid, specific written reasons shall be given to the employee's principal or supervisor. The principal or supervisor must then recommend to the Superintendent for approval of un-paid leave. The Superintendent may grant leave without pay for up to five (5) days per school year, with the employee's understanding that the employee will be responsible for the payment of fringe benefits on a per diem basis.

Taking Short Term Leave without prior approval could result in disciplinary action.

ARTICLE 47 **SAFETY COMMITTEE**

The Association will, prior to September 15th of each year, designate three Association members as representatives to a safety committee. The safety committee will meet the Superintendent or his designee at least once each school year to discuss safety issues. Additional meetings may be held at any time by agreement between the Superintendent or his designee and the committee representative.

ARTICLE 48
JURY DUTY

When it becomes necessary for an employee to accept jury duty, the employee shall be paid his/her regular salary for the number of days involved. Jury pay shall be returned to the school treasurer. Such days shall not be deducted from other types of leave. Employees who are not selected for jury duty and are released by 12:00 noon shall return to work for the remainder of their scheduled work day.

Second and third shift employees who are selected for and serve on jury duty shall not be required to report for work on the day on which they serve on jury duty and shall receive their regular salary for each day served. Jury pay shall be returned to the school treasurer. Second and third shift employees who are not selected for jury duty shall report for their regular work shift.

ARTICLE 49
MEDICAL LEAVE SHORT TERM

Bargaining unit members who have completed (1) or more years of continuous employment since their latest date of hire by the Board may be granted the following leave:

A. Medical Leave – Short Term

When an employee has exhausted all sick leave benefits and must be off the job for reasons which would otherwise constitute valid use of sick leave, upon the recommendation of the Superintendent, said employee will be granted a leave for a period of time not to exceed ninety (90) days. At the expiration of said leave, the employee with written approval from his/her doctor to this affect shall be entitled to return to his/her former position with full rights and privileges of employment. Such leave will not be granted unless the employee submits a written waiver of the Board's obligation to contribute to the School Employee's Retirement System during the period of the leave.

B. Regular employees who exhaust their sick leave and are on leave without pay status for reasons which otherwise would constitute valid use of sick leave, or on workers' compensation coverage charged to Jackson City Schools will continue to receive normal benefit coverage for the remainder of the month in which the leave began. Benefits may then be purchased for the remainder of the leave.

- C. All insurance coverage shall be continued for employees on an unpaid leave of absence provided that at the beginning of each month the employee makes a payment of the premium for such coverage to the office of the Treasurer.

ARTICLE 50
DISPENSING MEDICINE

All employees required to dispense medicine will be afforded all protections of the Ohio Revised Code, including liability protection.

ARTICLE 51
TRAINING/SCHOOLING

If training or schooling is required or requested of an employee, the cost of such workshops, seminars, or classes will be provided by the Board.

An employee may request reimbursement for courses or classes appropriate for improvement in their position or to prepare for another position within the school district. Reimbursement will be at a rate of 50 percent of tuition cost only with an annual bargaining unit limit of \$2,500.00. All courses will require prior approval of the superintendent. This provision will be administered in accordance with IRS guidelines.

ARTICLE 52
DRUG AND ALCOHOL TESTING OF CDL HOLDERS

The Board and Union agree that the safety of students while being transported is the utmost importance and that the workplace should be free from the risks posed by the use of alcohol and controlled substances in order to protect the safety of employees and the public. The unlawful manufacture, distribution, possession, or use of a controlled substance is prohibited in the workplace. All employees holding a CDL shall comply with the established testing procedures for determining the presence of alcohol or the following controlled substances:

1. Marijuana
2. Cocaine
3. Opiates
4. Amphetamines
5. Phencyclidine (PCP)

All controlled substance test shall be conducted in accordance with the Federal Testing regulations and be performed by a laboratory that is federally certified to conduct urinalysis for the purpose of drug testing. Employees who test positive shall be removed from safety-sensitive functions, as defined in 49 CFR 382.107, and referred to the Board's Employee Assistance Program (EAP). Return to safety-sensitive duties will be subject to the return to work retesting procedures established by Federal regulations. Employees who test positive a second time may be subject to discipline and grievance procedures of this Agreement

Employees will be paid at the employee's regular rate of pay for one hour for time spent having an alcohol and/or controlled substance test administered. The Board shall pay all costs associated with the administration of alcohol and controlled substance tests.

Employee Assistance Program

The Parties agree that early recognition and treatment of illegal drug use, controlled substance abuse, or alcohol abuse is important for successful rehabilitation, return to productive work, and reduced personal, family, and social disruption.

The Parties encourage the earliest possible diagnosis and treatment of illegal drug use or controlled substance abuse and supports sound treatment efforts. Whenever feasible, the board will assist employees in overcoming illegal drug use or controlled substance abuse. However, the decision to seek diagnosis and accept treatment for illegal drug use or controlled substance abuse is primarily the employee's responsibility. Any costs associated with treatment in excess of those costs covered by the employee's medical insurance plan shall be borne by the employee.

Employees with personal alcohol, drug or controlled substance abuse problems should request assistance from the Superintendent. Assistance will be provided on a confidential basis and each employee will be referred to the appropriate treatment and counseling services. Employees shall be entitled to use sick leave days, personal days or vacation days for days missed while attending any assistance program. All leaves of absence provided for this Agreement may be used while attending any assistance program.

ARTICLE 53 **FAIR SHARE FEE**

1. Each employee covered by this Agreement, who fails voluntarily to acquire or maintain membership in the Association, shall be required as a condition

employment on or after the probationary period provided in this Agreement or sixty (60) days following the beginning of employment, whichever is less, or the or the effective date of the Agreement, whichever is later, to pay to the Union a fair share fee, which shall not exceed the dues paid by members of the union who are in the bargaining unit covered by this Agreement; provided that any employee who has been declared exempt for religious convictions by the SERB shall not be required to pay fair share fee.

However, such employee shall pay, in lieu of such fair share fee, on the same time schedule as Union dues are payable, the amount of money equal to such fair share fee to non-religious charitable fund exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code, mutually agreed upon by such employee and the OAPSE State Treasurer. Such employee shall furnish to the Union State Treasurer written receipts evidencing payment to such agreed upon non-religious charitable fund. Failure to make such payment or furnish such receipts as proof of payment shall subject such employee to the same sanctions as would non-payment of union dues under the Agreement.

2. The Association will indemnify and hold harmless the Board of Education, its members, officers, employees and Treasurer from any and all claims of any kind arising out of or related to the deduction and payment to the Association of agency fees as provided in this Agreement. This provision is severable and shall continue to be binding on the parties G46 notwithstanding the validity of any other provision relative to agency fees.

ARTICLE 54 **JOB REPLACEMENT**

At the time of resignation or retirement of a full-time bargaining unit member, the Board agrees to replace the member with one full time member when equal services are needed except employees in positions that support the district's instructional program. However, the Board reserves the right to reduce the hours of a vacant position when the Board decides full time services are not needed or the funds are unavailable for the position. Said reduction shall be applied to only the person who replaces the vacating employee, and two or more part-time people will not be used to perform the duties of a present full-time position except as noted above in the instructional program.

ARTICLE 55
SIGNATURES

THIS AGREEMENT was ratified by the Jackson City Schools Association, Ohio Association of Public School Employees Local #046, at a duly called meeting on the _____ day of _____, 200__ and is approved on behalf of the Association by the undersigned officers.

3-5-12
Date

John Caplan
President

4/3/12
Date

Synda Bohm
OAPSE Field Representative

THIS AGREEMENT was ratified by the Jackson City School District Board of Education at a duly called meeting on the _____ of _____, 20__ and is approved on behalf of the Board by the undersigned officers.

3-5-12
Date

Phil How
Superintendent

3-5-12
Date

Brenda Hee
Treasurer

