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NEGOTIATED AGREEMENT

between the

JACKSON CLASSIFIED PERSONNEL ASSOCIATION

and the

JACKSON LOCAL SCHOOLS BOARD OF EDUCATION

**Effective
July 1, 2011
through
June 30, 2014**

(Memorandums, Constitution & Bylaws)

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ARTICLE I - RECOGNITION AND NEGOTIATIONS
PROCEDURE

- 1.01 This agreement made and entered into by and between the Board of Education of the Jackson Local School District (the "Board") and the Jackson Classified Personnel Association (the "Association" or "JCPA") as follows:
- 1.02 The Jackson Local Board of Education, hereinafter "Employer" or "District" hereby recognizes the Jackson Classified Personnel Association/OEA/NEA Local, hereinafter the "Association" as the sole and exclusive representative for all classified personnel employed by the District on full-time or part-time basis. Excluded from the unit are substitutes, payroll clerk(s), account clerk(s), and confidential and supervisory employees excluded under 4117 O.R.C.
- 1.03 The Board reserves the right to declare a position(s) to be temporary for a period not to exceed sixty (60) calendar days. Such position(s) are excluded from the bargaining unit.
- 1.04 The term employee as used in this agreement shall refer to those persons included in the bargaining unit.
- 1.05 Bargaining Teams - Negotiations shall be conducted between no more than six (6) representatives of the Association and no more than six (6) representatives of the Board. These representatives shall be known as the bargaining teams.
- 1.06 Scope of Bargaining - All matters pertaining to wages, hours, or terms and conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement are subject to collective bargaining between the parties.

- 1.07 Consultants - Either bargaining team may utilize the assistance of one consultant at any session to assist in the process. Cost of such consultant shall be borne by the party utilizing such consultant.
- 1.08 Initiating Negotiations - If either of the parties desires to open formal negotiations, it shall notify the other party in writing not earlier than February 5 of each final year of said contract. Notification in writing from the Association shall be addressed to the Board with a copy to the Superintendent, and from the Board shall be addressed to the President of the Association. Within two weeks after receipt of the notice described herein, unless otherwise mutually agreed, the initial bargaining session shall be scheduled.
- 1.09 Agreement
- A. Tentative agreement on negotiation items shall be reduced to writing and initialed by the representatives of each party, and such initialing shall not be construed as final agreement, and either party may revise an initialed agreement until all items have been agreed to or withdrawn by the respective negotiating teams.
- B. When a final consensus is reached on all items of negotiation, and all items have been initialed by both parties, the understanding shall be reduced to writing and submitted to the members of the Association for approval. The Association's designated representatives shall recommend and urge approval. Upon approval by the Association, the understanding shall be submitted to the Board. The Board's designated representatives shall recommend and urge approval. If approved by both parties, the understanding shall then be signed on behalf of the parties and shall be adopted by the Board.

1.10 Dispute Resolution

- A. If fifty (50) days prior to the expiration of the contract, agreement has not been reached on all items under negotiations, either party may call for the services of a mediator. However, the parties may mutually agree to a designated extension of time for the continuation of negotiations if progress is being made.
- B. Should this procedure be instituted by either party, the party declaring impasse shall request the services of the Federal Mediation and Conciliation Services.
- C. This alternate dispute resolution procedure shall supercede and replace all statutory dispute resolution procedures in 4117 O.R.C. The State Employment Relations Board shall have no authority to alter, modify or replace the parties mutually agreed to procedure.
- D. If this procedure does not result in an agreement, the Association has the right to strike provided it has given the ten (10) day notice required under 4117.14 (D) (2) O.R.C.

1.11 This Statement of Procedure shall provide the basis for subsequent negotiations until the expiration date of this contract.

1.12 Members of the negotiating committee who may be scheduled to work during the hours in which negotiating sessions or team meetings are scheduled, shall be permitted to exchange work schedules with another employee in the same classification with the consent of the other employee, or make-up work hours lost, subject to the approval of their immediate supervisor or the Superintendent's designee.

ARTICLE II - ASSOCIATION RIGHTS

- 2.01 The Association shall be granted the following sole and exclusive organization rights:
- A. The Association shall have reasonable use of bulletin board space at an accessible place in each school building for Association notices. Copies of such notices shall be given to the Principal and Superintendent before posting by the Building Representative or Association President.
 - B. To use school buildings for Association meetings, in accordance with Board policy regarding use of buildings and grounds.
 - C. To have Association communications placed in the mailboxes provided for each employee, providing preference to U.S. and school mail. The Association shall not mark employee mailboxes to distinguish between members and non-members. A copy of all JCPA material placed in employees' mailboxes shall be given to the building administrator.
 - D. Duly authorized representatives shall be permitted to transact official Association business on school property before school, during lunch periods and after school provided that this shall not interfere with or interrupt instructional programs.
 - E. The Association President shall receive copies of Board agenda, minutes and financial data.
 - F. Upon proper authorization to the Treasurer from each employee, payroll deduction of professional dues, including FCPE, Association, ECOEA, Ohio Education Association and National Education Association shall be made. Such authorization shall be submitted to the office of the Treasurer by October 1st of each year.

- G. An aggregate of nine (9) work days, with pay, shall be granted by the Board, to Association representatives to be used with the approval of the JCPA Executive Committee. Five (5) additional days, with pay, shall be granted by the Board to the Association representatives to be used with the approval of the JCPA Executive Committee. The Association agrees to pay the cost(s) of substitutes, if used, for these five (5) additional days. Notification of the intended use of such days shall be submitted in writing by the Association President to the Superintendent at least ten (10) days prior to the intended use. Said notification shall include specific names of bargaining unit members and the intended dates of use.

- H. The Association shall have the right to use for Association business the school copier, providing the Association provides the copy paper.

ARTICLE III - ALLOWANCE

- 3.01 A \$75.00 per year allowance for shoes shall be given to the following classifications:

- Custodians
- Building & Grounds
- Head Custodian
- Head Building Maintenance
- Maintenance
- Security
- Courier
- Warehouse Person
- Mechanics
- Food Service

Employee must provide receipts for reimbursement.

ARTICLE IV - BUS DRIVERS/MECHANICS

- 4.01 Bus Drivers will be required to report to work fifteen (15) minutes prior to the start of their morning route and fifteen (15) minutes prior to the start of their afternoon route. This time will be included in the total hours driven each day and is to be used for the purpose of inspecting, servicing and cleaning of his/her bus each day. Bus drivers are required to drive their buses over their assigned routes checking both routes and bus stops, as soon as possible after route selection and after bus inspection, but before the last day of summer recess. Drivers will be compensated by increasing the work year, effective with the 2001-02 school year from 180 days to 181 days as per Article XXXII B.

Drivers shall utilize the time clock installed by the District when reporting to and leaving from their assigned responsibilities.

- 4.02 Field trip seniority for drivers will be handled by the Transportation Supervisor or his/her designee.
- 4.03 Contracted bus drivers seniority shall be as defined in Article XXIV. If a contract employee should resign and return to his job, he or she shall not be given their previous seniority.
- 4.04 Route/Bus Assignment. The Administration shall have the sole and exclusive right to assign buses to routes and/or routes to buses. Such assignment shall take place prior to route selection.

If the Transportation Supervisor combines two or more routes after the October Transportation T-1 student rider counts, the driver whose route is eliminated will have his/her contract honored and may be assigned other work.

- 4.05 The Transportation Supervisor develops routes/runs with designated hours. Bus drivers shall make their selection of these routes/runs each year no earlier than August 10th beginning with the senior driver and proceeding on down the

seniority list. Necessary information shall be available to drivers pertaining to students, times, calendars, routes/runs, vehicle assignments. A driver may choose A.M. midday, P.M. route/run or any combination thereof. However, the development of routes/runs within the routes is the sole responsibility of the Transportation Supervisor. Definitions: A route is the total number of runs (i.e., 3 runs = 1 route). A run is any part of a route.

Routes/runs that are increased at no less than fifteen (15) minutes will be re-bid after the fifth (5th) week of the school year. Payroll will be reconciled at that time retroactively. Handicapped bus routes/runs shall not be put up for re-bid.

Re-bidding will be enacted by order of seniority, thus, establishing seniority to be the governing factor. Employees in more than one classification may not choose a route/run time to exceed eight (8) hours per day in conjunction with their other classification.

Bus drivers are responsible to perform complete maintenance (clean bus inside and out, fluid levels to the max according to mechanic's instructions), keep route sheets up to date, and enforce seating chart(s) on their initially assigned bus prior to turning it over to a driver who has been assigned the bus in the second bidding.

Red dot routes shall be part of the driver's regular contracted route. If a red dot route is reduced, the driver will be given a work assignment to maintain his/her contract.

The On Board Instructor will be contracted at 1.5 hours per day.

- 4.06 Drivers are not permitted to select a route in their neighborhood. If a driver's home would be eligible as a potential stop on his/her route, it is considered to be in his/her neighborhood.

- 4.07 The Administration shall have the sole and exclusive right to assign all handicapped routes to drivers. The most senior driver shall be given first choice unless determined otherwise by the Administration. In the event the most senior driver is not granted said route, he/she shall be assigned a route and/or duties requiring time equal to the time established for said route.
- 4.08 Temporary conditions, other than weather related, requiring additional driving time as certified by the Transportation Supervisor shall be reported as extra time.
- 4.09 Substituting: Contracted drivers, with available time as determined by the Administration, shall have the first opportunity to sub when a vacancy occurs. A contracted driver cannot be considered for an additional vacancy until he/she has completed their assigned route(s). The vacancy will be assigned according to seniority status.
- 4.10 All field trips and extra curricular trips will be offered to contracted drivers first. All trips will be assigned by seniority level and in continuing rotation. All contracted drivers must have at least thirty (30) days driving experience before they are assigned to an extra trip; however, a new contracted driver having not completed thirty (30) days driving will be assigned a trip before a substitute. In the event no contracted driver is available, a substitute driver will be assigned the trip. All extra trips shall be assigned by the Transportation Supervisor/Designee. All trips shall be paid at the hourly rate of Step One from time of departure to time of return. Fifteen (15) minutes prior to departure and fifteen (15) minutes after return shall be paid to the drivers for bus preparation and cleanup. Any driver reporting for a scheduled trip shall be paid for a minimum of two (2) hours at the hourly rate of Step One provided the trip has not been canceled thirty (30) minutes prior to scheduled departure time. Any driver making an overnight trip shall be paid his/her hourly rate from time of departure until such time his/her group reaches their overnight accommodation. Driver's hourly rate shall begin again when said group is

transported to scheduled destination. All admission fees, meals and boarding expenses will be paid by the sponsoring organization. Driver shall not be responsible for chaperoning students and students' equipment.

Any changes in procedures or guidelines for field trips will be presented in Labor Management meetings.

A. Procedure for Posting Field Trips

1. Trips shall be posted by 6:30 a.m. each Friday for a one-week period and shall be posted two weeks in advance.
2. All trips posted for last-minute filling shall be posted each morning by 6:30 a.m. of the same day. Last-minute trips will be filled in rotation starting from the pin (a tracking device, colored pin, utilized to mark the eligible drivers) and working to the bottom of the list and return to the top of the list, continuing in rotation until the trip has been filled.

Only P.M. drivers may notify the Transportation Supervisor or designee at the end of the day prior to unfilled trips if available or must call the Supervisor or designee between 6:30 a.m. and 8:00 a.m.

All other drivers may give notification between 6:30 a.m. and 8:00 a.m. on the day the trip(s) is posted.

Trips shall be filled by 8:00 a.m.

All unfilled weekend trips shall be posted at 6:30 a.m. Friday morning and shall be filled by 1:30 p.m. on Friday afternoon following the same procedure as above.

A trip may not be chosen unless the driver returns from his/her regular run in time to take the trip.

Drivers eligible to take early trips must sign up on the 4:00 p.m. trip list. A driver must be able to depart by 4:00 p.m.

Drivers who have chosen to be on the early trip (4:00 p.m.) list will have their name highlighted on the trip board. The (4:00 p.m.) trip rotation will be indicated using a yellow pin.

Drivers selecting an early trip (4:00 p.m.) must:

- a. Put name and date next to the trip number on the trip list.
 - b. Record the number of the trip on the trip board to the right of his/her name.
 - c. Follow instructions 3 and 4 as indicated under the Guidelines for Selecting Field Trips.
 - d. If a trip is cancelled and the driver is out on the board (has taken more trips than other drivers), the driver will not be able to pick another trip.
3. Summer field trips will extend up to the first day of school. The Supervisor will have a sign-up sheet for those interested in taking summer trips. Any summer trips that are not available by the end of school year will be filled by the Supervisor from the summer sign-up sheet. Drivers will be called by telephone. If the driver does not answer the

telephone, this will be a pass. The field trips that occur after the first day of school will be posted at route picks two weeks in advance. If a driver does not pick a trip at the time of their route pick, it will be considered a pass.

B. Guidelines for Selecting Field Trips:

1. To select the trip:
 - a. Sign name and date next to the trip number on the trip list.
 - b. Record the number of the trip on the trip board to the right of name.
 - c. Place the pin at the next person's name on the trip board.
 - d. Put the "Trip Card" on his/her keys or mailbox (if the driver drives a vehicle for which the keys are not kept on the keyboard).
2. If a trip is not chosen in the allotted time (6:30 a.m. to 5:00 p.m.) the Supervisor will record a "Pass" next to the driver's name on the board and pass the pin and card on to the next driver. The Supervisor or designee is the only individual permitted to put a "Pass" on the board.
3. If there are no trips open on the list or none open when a driver is available (as a result of driving hours not personal commitments) place a yellow pin on the trip board next to the driver's name, place the blue pin on the next person's name on the trip board and put the "Trip Card" on his/her keys.

4. The yellow pin is used when a driver is owed a field trip when a trip has been cancelled or there is no trip open when the driver is available to drive. In this case, the driver is to pick a trip as soon as possible when a new trip(s) is posted.
 5. If a driver is absent and a pin is placed by the absent driver's name, the driver's turn will be considered a "Pass". Drivers off sick the day before a Saturday or Sunday trip must relinquish the field trip.
 6. Once a driver has passed his/her turn, and then later in the day a trip is posted that the driver could take or would like to take, the driver may not change his/her selection or "Pass".
 7. All trips will be counted as part of the rotation.
- 4.11 Overtime under Article XX shall be based on 1 1/2 or 2 times the driver's hourly rate.
- 4.12 The Board will provide up to four hundred (\$400) dollars per year per mechanic to replace or repair mechanic's tools broken while performing work for the Board. The broken tool must be given to the mechanic's Supervisor.
- 4.13 For safety reasons, the afternoon mechanic, when scheduled to work alone, is to be checked on by afternoon custodian assigned to the building.
- 4.14 In the event that an additional route/run is created or a route/run is vacated after the route/run selection process has occurred, said route/run shall be filled by the most senior driver bidding on that route/run provided that the change in route/run will result in an increase in time for that driver. There shall only be a maximum of six (6) such driver

bid changes related to each newly created additional route/run or vacated route/run. In no case will a route/run be split prior to the bidding process outlined above. Route/run adjustments are excluded from this provision.

Bus drivers trained by the Jackson Local Schools that remain in the employ of the District in excess of twelve (12) months shall be entitled to a one (1) time payment of \$195.00.

Drivers shall be paid \$12.00 for bus/van/car washing that is ordered by the Transportation Supervisor. This does not apply to the washing of the driver's assigned bus. Rotating seniority shall be used.

- 4.15 There shall be a one (1) hour minimum on contracted and non-contracted routes/runs and all hours spent on contracted routes/runs shall count for purposes of health insurance benefits and sick leave time.

A contracted route/run is one that is run every school day for the entire school year.

Calculation of Time: Time beyond 7 minutes 59 seconds shall be rounded up to 15 minutes.

- 4.16 When selecting assignments, drivers will not be permitted to split or divide any route/run that is five (5) hours or more.

- 4.17 Alcohol/Drug Testing

- A. Districts may include drug education awareness training as part of regular district in-service programs for all transportation employees. The Board's testing policy and Federal Regulations, Subpart F, Alcohol Misuse and Controlled Substance Use Information (Part VII, p.7513-7514), shall be given to affected employees. The employee shall sign a proof of receipt.

- B. The Supervisor who makes the determination that "reasonable suspicion" exists to test employees shall create a written report setting forth the specific observations relied upon to order the test. The Supervisor that makes the determination cannot also conduct the alcohol test.
- C. Random testing will be done during scheduled work time.
- D. The same laboratory shall be used for all testing except as specified in subsection G below. Upon request, the name of the laboratory shall be provided to the Association office at the beginning of each school year.
- E. Employees have a right to a hearing in order to provide the employee an opportunity to dispute any information and for the employer, prior to suspending the employee and/or ordering referral to evaluation, to provide an explanation. The employee is entitled to written charges and Association representation.
- F. The Substance Abuse Professional (SAP) shall be selected by the employee from a list jointly agreed to by the Union and the Board.
- G. If the employee disputes a positive test result, he/she may request a split specimen within seventy-two (72) hours from the time of notification at Board paid expense. The test shall be done by a different laboratory and the GC/MS test shall be used. If the split specimen tests negative, the employee will be paid for any time lost during the 72-hour period.
- H. If the first specimen tests positive and the second specimen tests negative, this will be deemed to be the official result of the drug test.
- I. Any and all Board required Drug-Alcohol testing shall

be paid by the Board.

J. If the employee tests positive on the alcohol (at .04 or above) and/or drug test, he/she will be suspended without pay until completion of assessment and treatment, if needed. At the conclusion of the assessment and/or treatment, the Superintendent may do one of the following:

1. reinstate the employee to his/her original position.
2. suspend without pay for up to three (3) days at the Superintendent's discretion.
3. if the employee has more than five (5) years of service and it is a first offense involving the violation of the drug-alcohol testing policy and no accident is involved, the employee may:
 - a. be assigned to a non-safety sensitive position if available and if qualified. Otherwise, the individual will be placed on a recall list for the first position available and for which he/she is qualified.
 - b. be terminated under 3319.081 O.R.C. (Ohio Revised Code).
4. If the employee has five (5) years or less of service, or it is a second offense involving the violation of the drug/alcohol testing policy, or an accident is involved, the employee may be terminated after a hearing. The employee may challenge the termination at binding arbitration but only on the validity of the test results and not on mitigation of the penalty. This procedure, for circumstances covered

by J.4 shall prevail over that contained in 3319.081 O.R.C. and/or the applicable collective bargaining agreement.

- K. If the employee tests positive on the alcohol test (below .04) disciplinary action, if any:
 - 1. shall be governed by 3319.081 O.R.C. and not under the terms of the collective bargaining agreement or
 - 2. may result in the employee being suspended without pay for up to three (3) days at the Superintendent's discretion.
- L. The employee must present to the Superintendent written evidence of completion of assessment and/or treatment.

ARTICLE V - CALAMITY DAYS

5.01 A Calamity Day is defined as a scheduled day in the school calendar during which any and/or all classes in the school district are canceled due to weather or emergency conditions.

No bargaining unit member will report for work on calamity days, unless notified by an administrator to report to work.

5.02 Employees who are called for work on calamity days shall receive compensatory time off for all hours worked on an hour for hour basis. Compensatory time shall be taken on a day when school is not in session or at a date mutually agreed upon by the employee and their immediate supervisor. However, all compensatory time must be taken within one year of date of calamity.

5.03 Any employee who reports to work, at his/her regularly

scheduled time, and is subsequently told to return home as a result of a calamity shall receive additional pay for all time actually worked that day.

- 5.04 In the event that the school district is required by the State to make up day(s), such day(s) shall not result in additional pay or time off for bargaining unit members.

ARTICLE VI - CALL OUT TIME

- 6.01 An employee called to return to work by an administrator or supervisor at times other than his/her normal working hours shall be paid for a minimum of three (3) hours, regardless of the number of hours worked; excluding bus drivers and other employees substituting for another regular employee at a regular time, and banquet employees. Any temporary change in shift shall not result in any loss of shift premium where applicable. Any employee called to return to work under this provision shall make every reasonable effort to report to the job site.
- 6.02 An early dismissal shall be defined as any time that a district building or buildings is/are closed prior to regular dismissal time(s).
- 6.03 Drivers called to return to work for a bus run, other than their contracted run, will receive a minimum of two (2) hours pay. Early dismissals are excluded from the two hour minimum.
- 6.04 Bus drivers called to return for early dismissals will receive a minimum of one (1) hour pay.
- 6.05 Any employee who is called upon to spend more than 15 minutes in a conference, outside their workday, upon request of their Supervisor or Principal will be paid in one-half hour steps according to their regular hourly rate.
- 6.06 In-service meetings shall be held on regular scheduled work days before, during or after regular hours. Eight (8) hour a

day employees will have their work schedule adjusted to permit attendance at these meetings. Part-time employees attending the full meeting shall be paid for such a meeting if it falls outside the hours of their normal work day. Meetings, when possible, will be scheduled at least five (5) work days in advance.

ARTICLE VII - CONTRACTS

- 7.01 All employees shall be granted contracts. All contracts, and/or salary notices issued to employees shall contain the employee's job classification, basic hourly rate, number of regular hours per work day and days to be worked for the succeeding contract year. Bus driver's and monitor's contracts and/or salary notices shall not list the number of regular daily work hours. Work hours shall be established no later than thirty (30) working days from the first day of school for these employees.
- 7.02 Any person working regularly above their contracted hours per day after November 1st of any year, will receive a salary notice for a specific period of time.
- 7.03 When deduct/unauthorized leave days exceed 3% but not to exceed five (5) days of actual contract days, exclusive of paid holidays, the bargaining unit member will be deemed to have breached his/her contract. Such breach of contract shall result in termination. The Superintendent may approve an extension of days.

ARTICLE VIII - DRUG FREE WORKPLACE

- 8.01 The Board may suspend with pay, pending the outcome of any investigation and/or trial, an employee accused of a drug-related offense.
- 8.02 The conviction, guilty, or no contest plea of an employee for possession and/or use, unlawfully manufacturing, distributing and/or dispensing any controlled substance as

defined in federal and state law while engaged in work or in the workplace shall be sufficient grounds for termination of employment. (See Memo of Understanding (3.) at end of Contract.)

- 8.03 The sub-section 8.01 and 8.02 above shall be used in lieu of 3319.081 ORC.
- 8.04 The employee shall have the right to representation at any meeting, hearing, or procedure involving discipline or reprimand.

ARTICLE IX - DUE PROCESS

- 9.01 Newly hired non-teaching personnel may be employed for a period of up to ninety (90) days without a contract, and may be released from employment during this pre-contract period without a statement or showing of reasons. Such release from employment shall not be subject to grievance, arbitration, or appeal of any form including 3319.081 O.R.C.
- 9.02 After the ninety (90) day pre-contract period all employees shall enter into written probationary contracts for their employment which shall be for a period of not more than one (1) year (initial contract does not extend beyond June 30). Said probationary contract may be renewed three (3) times.
- 9.03 If the contract of the non-teaching employee is renewed beyond the probationary period, the employee shall be continued in employment and the salary provided in the contract/salary notice may be increased, but not reduced, unless such reduction is a part of a uniform plan affecting all non-teaching employees of the entire district.
- 9.04 The Board reserves the right to non-renew all probationary contracts without reason. Such notices shall be issued on or before the first day of June, in accordance with law.

9.05 Contracts, as provided for in this article, may be terminated by a majority vote of the Board of Education. Such contracts may be terminated for violation of written rules and regulations as set forth by the Board of Education or for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of public, neglect of duty, or any other acts of misfeasance, malfeasance, or non-feasance. In addition to the right of the Board of Education to terminate the contract of any employee, the Superintendent may suspend without pay or demote an employee for the reasons set forth in this section. The action of the Board of Education terminating the contract of any employee shall be served upon the employee by certified mail.

9.06 The termination, suspension or demotion of any employee may be grieved through Article XII. The grievance shall be filed at the arbitration level of the procedure. However, the Superintendent may suspend without pay any employee for up to five (5) aggregated work days per classification per contract year. Such suspension(s) shall not be grieved under Article XII nor challenged under 3319.081 O.R.C. The employee shall be provided written reasons for the suspension(s).

Letters of reprimand or oral reprimands may be issued to staff members for lesser infractions which, in the judgment of the responsible administrator, do not warrant a suspension without pay. A suspension with pay may be imposed at any time by the Superintendent either separately or in conjunction with an oral or written reprimand.

9.07 The Subsection above shall be used by the employee to the exclusion of the appeals process in 3319.081 O.R.C.

9.08 An employee shall have the right to representation at any meeting, hearing or procedure involving discipline or reprimand.

ARTICLE X - EDUCATIONAL GROWTH

- 10.01 In the event that the Superintendent deems it appropriate to direct a classified employee to attend a workshop, seminar, program, adult education class and/or a college or university course, the Board agrees to pay all registration, tuition and mileage (\$.35/mile) fees for the employee.

ARTICLE XI - FOOD SERVICE PERSONNEL

- 11.01 Student workers shall be permitted to work in the cafeteria and are limited to vocational and work study students.
- 11.02 Food service employees working banquets, dinners or extra activities shall be paid at their regular hourly rate and/or their overtime rate of pay as provided in Article XX, once they are in pay status over 40 hours in any work week.

All food service employees will be trained to operate the equipment at no cost to the Board.

- 11.03 All banquets, dinners or any kind of extra activities requiring use of kitchen facilities shall be evaluated by the Administration to determine the need for a food service employee to be on duty during the kitchen's use. The Administration shall take into consideration the extent to which the kitchen and its equipment is going to be used plus past experience with the group making the request. Group using kitchen without food service personnel must clean up facility and equipment used to meet conditions when activity started.

Dinners, banquets and extra activities requiring kitchen facilities will be held in the building to which the activity

pertains unless it is determined to be impractical by the Administration.

- a. All extra or overtime hours shall be offered to the cooks in the building where the overtime and extra time occurs. The selection or opportunity for overtime will be based upon the cook's building seniority and will be equalized among the cooks. If there is no cook interested in working the overtime/extra time within the building where the overtime/extra time occurs, then the overtime/extra time shall be posted district wide based on seniority within the classification where the overtime/extra time occurs.

11.04 The Board will provide a minimum of three (3) shirts and a \$100 clothing allowance per year for all food service personnel. Foodservice personnel must wear Board approved uniforms.

ARTICLE XII - GRIEVANCE PROCEDURE

12.01 Definitions

- A. A grievance is a complaint involving an alleged violation, misinterpretation or misapplication of the negotiated agreement.
- B. All days shall mean calendar days unless a change is mutually agreed to. The number of days indicated at each level shall be considered as maximum and shall be adhered to in expediting the procedure.
- C. The term "employee" when used in this document shall refer to an individual or group of individuals who are members of the bargaining unit represented by the Association.
- D. A grievant is a person, or group having a grievance.

- E. All grievances shall be filed at the "lowest possible level." The "lowest possible level" means that level of the grievance procedure at which the administrator deciding the grievance has authority to make a decision.

12.02 Rights of Grievant and the Association

- A. A grievant must appear on his/her own behalf and may be represented at any and all levels of the grievance procedure by the Association or its affiliates. When a grievant is not represented by the Association, the Association shall have the right to be present and to state its views at any stage of this procedure.
- B. The President of the Association shall receive prior notice of each meeting held to resolve a grievance formally filed. Decisions rendered at each formal level will be made in writing on appropriate forms setting forth the decision and the reasons therefore; and will be transmitted promptly to the grievant and the President of the Association.
- C. The fact that an employee files a grievance shall not be recorded in his/her personnel file or any file used in the transfer, assignment, or promotion process; nor shall such fact be used in any recommendation for reemployment or recommendation for other employment; nor shall the grievant, the Association or its officers or employees of the District be placed in jeopardy or be subject to reprisal or discrimination for having followed or participated in this grievance procedure.
- D. Before a grievance is taken to arbitration, the Association has the option of withdrawing its support, and the grievance process stops.

12.03 Procedure

A. Informal - Within thirty (30) calendar days of the time of the incident out of which the grievance arose, unless it is shown by the grievant that attendant circumstances prevented the grievant from being aware thereof, the grievant will present the grievance to the principal/supervisor. The grievant will state to the principal/supervisor that his/her concern is a grievance. Within five (5) calendar days after presentation of the grievance, the principal/supervisor shall give his/her answer orally to the employee(s).

B. Level One - Formal

1. Within five (5) calendar days of the oral answer, if the grievance is not resolved, or if the grievant is unable for cause beyond his/her control to discuss the matter with the principal/supervisor within the time limits prescribed in the informal step, it shall be stated in writing, and submitted to the principal/supervisor on the form provided.

2. The "Statement of Grievance" shall name the grievant involved, shall state the facts giving rise to the grievance and shall indicate the specific relief requested.

3. The principal/supervisor or his/her designee shall give the grievant and all parties involved an answer in writing on the forms provided no later than ten (10) calendar days after such meeting.

C. Level Two

1. If the grievance is not resolved in Level One, the grievant may within five (5) calendar days

of receipt of the principal/supervisor's answer, submit to the Superintendent or his/her designee a written "Statement of Grievance."

2. No later than ten (10) calendar days after receiving the statement of grievance, the Superintendent shall investigate the grievance and meet with the aggrieved.
3. The Superintendent or his designee shall give the grievant and all parties involved an answer in writing on the forms provided no later than ten (10) calendar days after such meeting.

D. Level Three

If the grievant is not satisfied with action taken by the Superintendent at Level Two, he/she may within five (5) calendar days following receipt of notice of the Superintendent's action request that the grievance be referred to a disinterested third party for arbitration. The permanent arbitrator shall be Rob Stein. If Mr. Stein is unable or unwilling to serve, then within ten (10) calendar days after such notice, representatives of the Board and the Association shall meet to select the third party. If unable to agree, selection shall be made from a list provided by the American Arbitration Association (AAA) in accordance with its rules.

1. The arbitrator so selected shall hold the necessary hearings promptly and issue his/her findings and recommendations in writing. The recommendations and findings of the arbitrator shall be binding upon the parties.
2. The arbitrator shall not have the authority to

add to, subtract from, modify, change or alter any of the provisions of this collective bargaining contract. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching his/her decision.

3. The arbitrator shall in no way interfere with management prerogatives involving the Board's discretion, not limit or interfere in any way with the powers, duties and responsibilities of the Board under its policies, applicable law, and rules and regulations having the force and effect of law.

12.04 Miscellaneous

- A. The cost of the arbitrator and the services of the AAA shall be borne equally by the Board and the Association. Any other expenses resulting from the grievance arbitration shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses, except where it is agreed that such hearing is during a witness' regular hours of employment.
- B. All time limits set forth in this procedure shall be strictly adhered to so that grievances can be brought and resolved as soon as possible. If time limits are not met by the employee, the grievance shall be considered waived.
- C. In the course of settling a grievance or other concern with this contract where a vote is required, only JCPA members will be allowed to participate in such a vote.

ARTICLE XIII - HIRING / REHIRING OF RETIREES

13.01 The Board may, in its sole discretion, choose to hire/rehire individuals who have retired with a public retirement system. If such individuals are hired/rehired, the following terms and conditions shall govern:

1. The individual shall be issued one year limited contracts which shall automatically expire and as a condition of employment, the employee waives his/her right to a continuing contract under Ohio law.
2. Neither 3319.083 O.R.C. or provisions of the collective bargaining agreement regarding non-renewal shall apply.
3. The Board, at its sole discretion, may offer insurance benefits.
4. The following Articles shall not apply:

Article IX	Due Process
Article XXIV	Reduction in Force
Article XXVII	Severance Pay
Article XXX	Vacancies and Transfers

ARTICLE XIV - HOLIDAYS

14.01 Recognized holidays for employees are as follows:

Independence Day
Labor Day
Thanksgiving Day
New Year's Day
Martin Luther King Day
President's Day

Good Friday
Memorial Day
Christmas Day
Friday following Thanksgiving
Christmas Eve (for 260 day employees)
New Years Eve (for 260 day employees)

- 14.02 Employees shall be paid the normal daily hours and rate for the holidays listed in 14.01 above, provided the holiday occurs during their scheduled contract period and they accrue earnings on the last scheduled work day prior to and the first scheduled work day following said holiday, or were properly excused on those days. The completion of an Application for Deduct/Unauthorized Leave form by an employee and receipt of same by a supervisor/administrator does not constitute a proper excuse for employee absence under this article. If Independence Day, Christmas or New Year's Day falls on Saturday or Sunday and the employee has to work he/she will receive double time pay.

ARTICLE XV - INSURANCES

- 15.01 The Board shall, at the time salary notices are sent to classified employees each year, send necessary application forms to all eligible classified employees of what insurance benefits are available to them and what restrictions, if any, apply. It is then the responsibility of the employee to make proper application for coverage.

Employees may not be paid cash in lieu of insurance benefits.

Coverage Overview: See Plan Booklet for more detailed coverage information

- 15.02 **Medical**

Employees working thirty (30) or more hours weekly; shall pay one (1) month premium.

Employees working (25-29) hours per week; shall pay 20% of the premium and shall pay one (1) month premium.

A. Stark County Schools Council

The Board of Education may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Stark County Schools Council (COG). The Board shall provide health, dental and life insurance through the COG. The coverage shall be the standardized COG specifications

B. Preferred Provider - Doctors/Hospitals

1. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program. Anyone, as of August 1, 2009, who has the traditional Mutual Health Program instead of the PPO, may continue such participation.
2. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be mutually determined by the representative of the COG and the Stark County OEA office representative.

C. Preferred Provider - Prescription Drugs

The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

1. The program will be available to employees and their dependents that have "primary" coverage under the District's insurance.
2. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.
3. The deductible will be waived.
4. The list of covered expenses shall be agreed upon by the COG and the Stark County OEA office representative.
5. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.
6. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

D. Well Baby Care: \$1,000

E. Diabetic Management Program: will be part of all PPO programs

F. Early Retirement Incentive (ERI)
Health Insurance benefits shall be provided to employees who participate in an ERI for the period between the effective ERI date and the retirement insurance eligibility date with SERS providing the

participant pays 100% of the Board cost one (1) month in advance.

G. Specifications - PPO:

Maximum Benefits	Unlimited
Deductible	\$100/ individual \$200/family
Accumulation Period	Calendar Year
Co-Insurance Provision	In-System: 90% by the insurance carrier and 10% by the patient up to a yearly maximum out-of-pocket of \$500 per individual or \$1,000 for two or more family members. After the out-of-pocket has been met by the employee, 100% of eligible charges will be paid. Out-of-System: 80% by the insurance carrier and 20% by the patient up to a yearly maximum out-of-pocket of \$1,000 per individual or \$2,000 for two or more family members.

Preventative – Routine Pap test, mammogram, and prostate cancer test performed once per year shall be a covered expense (unless found by a physician to be necessary more often).

Routine Colonoscopy - Shall be covered under the terms contained in the benefit booklet.

Dependent Coverage - Unmarried dependent children from birth to age 19 (to age 26 if full-time student), provided the child is dependent upon the employee for support and maintenance in accordance with the Internal Revenue dependent guidelines.

Pre-Admission Certification - Under the Pre-Admission Certification/Concurrent Review Program, the doctor's recommendation for non-emergency hospitalization is reviewed and "pre-certified" before the individual is admitted to the hospital. Any elective non-emergency hospital stay (including maternity admissions) must be pre-certified. Failure to follow the pre-admission procedure may result in the patient paying the first two hundred dollars (\$200) of room and board charges.

The admission procedure must be followed for emergency care within forty-eight (48) hours after the emergency.

15.03 Life Insurance

The Board shall provide term life and accidental death and dismemberment coverage in the amount of \$50,000 for each employee.

Bargaining unit members may purchase additional term life insurance at the group rate, in \$5,000 increments, up to a maximum of \$50,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier. The value of the life insurance reduces by 50% at age 65. The specific terms of the policy are contained in the life insurance contract.

15.04 Dental Insurance

The Board shall provide dental coverage and pay 100% of the premium for employees working (30) or more hours weekly. Employees working (25-29) hours per week is 75% paid by the Board.

Plan description (summary only):

1. Maximum benefits/covered person:
Class I, II or III \$2,500/person per year.
2. Deductible-Ind. \$25 per year
3. Deductible-Family \$75 per year
4. Co-insurance Amounts
 - a. Class I - Prevention 100% of Usual & Customary
(no deductible)
 - b. Class II - Basic 80% of Usual & Customary
 - c. Class III - Major 80% of Usual & Customary
 - d. Class IV - Orthodontia 60% of Usual & Customary

Lifetime maximum
Orthodontia \$1200/per individual

15.05 **Section 125 - Tax Shelter**

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided, under IRS Section 125.

Any employee required under this contract to pay a percentage of the premiums and who is not enrolled by September 1st, may not subsequently enroll in the program(s) except on September 1st of each succeeding year. The only exception to this provision is if the employee lost coverage elsewhere because of divorce, death or

unemployment of a spouse.

ARTICLE XVI - LABOR/MANAGEMENT COMMITTEE

- 16.01 There shall be a monthly Labor/Management Committee meeting. The tentative dates for the year shall be scheduled at the September meeting.

An agenda will be exchanged prior to each meeting.

ARTICLE XVII - LEAVES OF ABSENCE

- 17.01 Assault - If a bargaining unit member receives a physical injury resulting from a physical assault while performing in the confines of his/her employment, assignment, or duties, the bargaining unit member shall use sick leave until such time as it would effect the maximum negotiated severance pay which he/she would receive at retirement. At such time, the Board shall grant a leave of absence for the period so designated by the employee's physician up to an aggregate maximum of one calendar year from the date of the physical injury. The Board reserves the right to have the bargaining unit member examined by a Board-designated physician prior to the granting of Assault Leave.

If the leave is granted, it shall be with full pay and benefits accruing and usable, less any benefits paid to the bargaining unit member for Worker's Compensation.

In the event that a bargaining unit member has fewer than five (5) service years with the School Employees Retirement System (SERS), the Board shall continue the bargaining unit member on Assault Leave until such time as he/she would qualify for SERS disability retirement.

- 17.02 Child Care Leave - An employee may request and shall be granted a child care leave of absence without pay or

benefits on the conditions set forth below:

- A. The child care leave of absence shall be for the balance of the contract year in which the birth of a child is expected. Requests for child care leave must be made in writing at least thirty (30) days prior to its commencement when requested during the school year. When requested during the summer, the request must be made before August 1.
- B. The leave shall be extended for one (1) additional contract year upon request of the employee to the Board made not later than April 1 preceding the year for which such leave is requested.
- C. When the employee desires to terminate such leave, application for reinstatement may be made by the employee at any time during the contract prior to April 1 and the employee shall be reinstated at the beginning of the next contract year. If the Board deems it appropriate, it may allow an employee to return prior to the beginning of the next contract year.
- D. Upon returning from child care leave, the employee shall be entitled to reinstatement to the same or similar position with the same contractual status which was held prior to the leave.
- E. An employee who is adopting a child shall be entitled to an unpaid leave under this section and subject to these same conditions.
- F. Failure for the bargaining unit member to abide by the timelines as stated herein shall constitute grounds for the termination of his/her contract.

17.03 Extended Leave of Absence for Illness

- A. Upon written request an employee will be granted a leave of absence without pay for a period of not more than two consecutive school years where personal illness or other disability is the reason for the request as substantiated by a physician.
- B. An employee returning from such leave will be returned to the contract status that was held prior to the leave.
- C. An employee, while on leave of absence, shall notify the Superintendent by April 1 of his/her intention to return or not to return at the expiration of the leave of absence.
- D. Failure for the bargaining unit member to abide by the timelines as stated herein shall constitute grounds for termination of his/her contract.

17.04 Family Medical Leave (FMLA)

- A. If an employee takes a leave granted under this Article for a reason covered by the Family and Medical Leave Act (FMLA), the leave shall be administered under the provisions of the FMLA.
- B. Upon approval of the Superintendent and Association President, this section may be modified as necessary to comply with federal law and rules and regulations.
- C. The Board shall provide a copy of the policy on FMLA in the library of each building.

17.05 Insurance Benefits While On Leave - During leaves of absence as described in the Child Care and Extended Illness sections, where the group insurance policies permit, the employee may continue at his/her expense, to participate in the benefits provided other employees which

are paid for by the Board. Insurance premiums must be paid to the Board Treasurer at least thirty (30) days in advance of the Board's due date.

- 17.06 Personal Leave - Each employee shall for good cause shown, be entitled to one (1) unrestricted and two (2) restricted days of non-accumulative personal leave per school year at the employee's regular compensation. After fifteen (15) years of continuous service from the initial hire date with the District, each employee shall be entitled to three (3) unrestricted days. Requests for personal leave shall be made to the Superintendent at least three (3) days in advance of the anticipated absence on the form prescribed by the Board. Provided, however, that in cases of emergency, requests to the Superintendent shall be made as far in advance of the absence as is practicable in order that proper arrangements for handling the employee's duties can be made. Provided, further, that if circumstances make advance requests impossible, the employee shall notify the Superintendent of the reasons for leave under this policy as soon as is practicable, and approval by the Superintendent or the Superintendent's designee will, when appropriate, be granted after the fact.

"Good cause shown" under this policy shall be presumed when personal leave is requested by reason of:

- A. Death or severe illness of close personal friend or relative not covered under sick leave;
- B. Court appearances as litigant or witness;
- C. Observance of religious holiday;
- D. Legal transactions that cannot be taken care of on off-school days, or during off-school hours;
- E. Attendance at graduation exercises for a member of the employee's immediate family;
- F. Participation in the wedding of a member of the

employee's immediate family;

G. Unrestricted; or

H. Personal business that cannot be taken care of on off-school days or during off-school hours. State specific reason for request:

Section "H" does not include such activities as pleasure trips, shopping, social activities or profit making business.

Employee's request, except those working 260/261 days, to be absent on the day before or the day after a regularly scheduled vacation/holiday normally will not be approved unless such request is by reason of items A, B, C or F above.

The Superintendent may allow use of personal leave the day before or the day after regularly scheduled vacation and/or holiday for reasons in addition to A, B, C, or F.

No more than fifteen (15) employees will be granted unrestricted personal leave on any given day. An exception may be made by the Superintendent.

Falsification/abuse of personal leave shall be grounds for termination.

A payment of \$250 for an employee contracted for 8 hours or \$125 for less than 8 contracted hours shall be made in any year when an individual does not use any of the three (3) days personal leave.

Unused personal leave accumulated prior to July 1, 2011 shall only be used by reason of items A, B, D, and H. Accumulated days will be used after personal leave for the current year is exhausted.

17.07 Sick Leave - Sick leave shall be accumulated as computed

according to law, excluding overtime and holidays, up to a maximum accumulation of 345 days for 2011-2012, 350 days for 2012-2013, and 355 days for 2013-2014. If the JMEA bargaining unit is given more sick leave during the JMEA's current agreement (2010-2013) such increase shall be given to JCPA. The increase shall be implemented immediately.

- A. Sick leave may be used for personal illness, 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. Immediate family is interpreted to include father, mother, sister, brother, spouse, child, or any person residing in the same household with the employee.

In addition, an employee may also use sick leave for death of grandparents, grandchildren, in-laws, aunts, uncles and religious holiday(s) for practicing individuals not incorporated on the adopted school calendar.

Up to five (5) days of sick leave may be used for the birth of a grandchild.

- B. Employees shall receive sick leave pay based upon their normal daily hours and rate.
- C. An employee under a doctor's care may be required to submit a doctor's release upon return from sick leave if requested by the Superintendent.
- D. Falsification/abuse of sick leave shall be grounds for termination.

17.08 Other Paid Leaves

The Superintendent may grant additional leave for unusual circumstances.

ARTICLE XVIII - MANAGEMENT RIGHTS

18.01 The Board hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio and of the United States including but without limiting the generality of the foregoing, all of the rights identified in 4117.08 O.R.C. These include:

- A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Board, standards of school services, its overall budget, utilization of technology, and the School District organizational structure;
- B. Direct, supervise, evaluate and hire employees;
- C. Maintain and improve the efficiency and effectiveness of Board operations;
- D. Determine the overall methods, process, means, or personnel by which school district operations are to be conducted, including the opening and closing of buildings, the hours such buildings are open, student assignments, and the purchasing and distribution of all Board-owned equipment;
- E. Suspend, terminate, lay off, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the School District,

including the establishment of curriculum, special programs, athletic, recreational, and social events for students;

- H. Effectively manage the work force, including the determination of building schedules, hours of operations, and the duties, responsibilities and assignments of staff members;
- I. Take actions to carry out the mission of the School District.

The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this contract and Ohio statutes, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Ohio and the rules and regulations promulgated by the Ohio State Board of Education and the Constitution and laws of the United States.

The management rights set forth above shall not be subject to the arbitration procedure or otherwise except to the extent that they are limited by specific provisions of this agreement. Failure to exercise a right or exercising it in a particular way shall not be deemed a waiver of any management right.

Failure to fill any vacancy shall not be considered a change in terms or conditions of employment.

ARTICLE XIX - METHOD OF PAYMENT

- 19.01 Salaries paid under the terms of this agreement shall be paid on bi-weekly paydays via direct deposit. The exception to this will be the necessary adjustments in the pay cycle.

ARTICLE XX - OVERTIME/EXTRA TIME

- 20.01 Any employee who is in pay status over forty (40) hours in any work week shall be paid at the rate of time and one half (1 1/2).
- 20.02 All extra hours or overtime shall first be offered to employees in the building where the overtime and extra time occurs. The selection or opportunity for overtime will be based upon the employee's building seniority and will be equalized among all employees in that building, unless special skills, legal requirements and knowledge are required for that assignment.
- If there is no bargaining unit member interested in working the overtime/extra time within the building where the overtime/extra time occurs, then the overtime/extra time shall be posted district wide based on seniority within the classification where the overtime/extra time occurs.
- 20.03 Any employee who is asked by the appropriate supervisor to do work normally done by another employee who has a higher rate of pay shall be paid at the higher amount of money resulting in the minimum wage increase for the duration of the assignment. Incumbent employees in a building shall have priority for transfers on all temporary assignments in their classification.
- 20.04 All hours worked on a holiday, as outlined in Article XIV, shall be paid two (2) times the regular hourly rate.
- 20.05 At the employer's option, compensatory time off may be given in-lieu-of overtime pay at the same rate as if overtime pay had been paid.

ARTICLE XXI - PAYROLL DEDUCTIONS

- 21.01 The Board shall provide to members of the classified staff, payroll deductions as follows:
- A. Association Dues - The Treasurer is authorized to

make payroll deductions for the JCPA and its affiliates upon presentation of a written authorization list by the Association to the Treasurer prior to October 1. All such money so deducted shall be remitted monthly to the Treasurer of the Association. Dues deduction authorization shall be irrevocable for periods of one (1) year except that authorization may be withdrawn during a period thirty (30) days each year ending October 1. In cases of hardship, the individual employee can appeal his/her case to the Association President to ask that his/her dues deduction be terminated. A copy of the employee's appeal letter and the Association's response shall be sent to the Treasurer.

The Association shall present a new authorization list to the Treasurer each year prior to October 1.

The Board shall provide, for those individuals authorizing it, in writing, continuing payroll deduction of association dues. Association dues shall be deducted in twenty (20) equal bi-weekly installments commencing with the second pay period in October. Upon termination of employment, the dues deductions unpaid balance shall be made from the last check due the employee.

If for any reason the Board fails to make deduction for any employee as above provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention, in writing, by the employee. The Association agrees to hold the Board and its' designees harmless for any and all errors arising out of the dues deduction procedure if due to the negligence of the JCPA.

- B. Income Tax - All employees shall have payroll deduction of Federal, State and City Income Tax contributions from each paycheck in accordance

with the procedures established by the Internal Revenue Service and Ohio Income Tax Department. A request for City Income Tax deduction shall be submitted in writing, by the employee to the Treasurer. Such request shall include the name of the city to which the income tax is to be paid.

- C. Retirement - All employees shall have payroll deduction of their contribution to the School Employee's Retirement System from each pay.
- D. Credit Union - The Board shall provide payroll deductions for employees requesting same, for deposits or loan payments to the Stark Federal Credit Union. Such deductions shall continue from month to month, year to year, until employment terminates or said employee gives the Treasurer of the Board written notice requesting such deductions to discontinue.
- E. United Fund Pledges - All employees may have United Fund Pledges deducted from their checks beginning with the first pay in November and ending with the first pay in August.
- F. FCPE Deductions - Upon receipt of authorization from the bargaining unit member, the Board will at no charge, commence payroll deductions of FCPE contributions.
- G. SERS Deductions for Purchase of Service Credit - If SERS regulations allow; any member of the bargaining unit who desires payroll deduction for the purchasing of credit for SERS must do so with pre-tax dollars in accordance with rules and regulations established by the SERS.
- H. Annuities - The Board shall make payroll deductions for tax-sheltered annuities in accordance with 9.90

and 9.91 O.R.C., if so authorized by the employee in writing. If annuity deductions are authorized, the employee shall have the sole responsibility for ensuring that the amounts deducted do not exceed the limits imposed by the Internal Revenue Code.

In order to have payroll deductions of annuities, the bargaining unit member must execute a release which holds the Board harmless for any and all errors arising out of such annuity deductions which are made in accordance with instructions given by the member.

ARTICLE XXII - PERSONNEL FILES

22.01 Any employee may review the contents of his/her personnel file(s) during regular business hours in the office of the Superintendent. Personnel files are to be available only to the employee requesting his/her own file(s), or the Superintendent, appropriate administrative personnel and the Board as an entity.

22.02 After reviewing the file(s), the employee may insert written comment(s) pertaining to any item in his/her file(s).

Chapter 1347 O.R.C. shall apply to this Article.

22.03 It is understood that secretaries in the Board office will have access to the personnel file(s) of each employee as a part of their routine duties in maintaining file(s).

If the bargaining unit member is required to acknowledge receipt of a document, the bargaining unit member's signature merely signifies that he/she has been given a copy and does not necessarily agree with its contents.

ARTICLE XXIII - PRINTING AND DISTRIBUTION

23.01 At the conclusion of these negotiations, the entire

Agreement between the parties shall be reduced to writing and reproduced for distribution to every classified employee in the District. The JCPA and the Board shall each receive fifty (50) additional copies of the Agreement.

- 23.02 Cost of reproducing and distribution shall be borne equally by the Board of Education and the Association.

ARTICLE XXIV - REDUCTION, LAY-OFF, RECALL

- 24.01 Employees may be laid off:
- A. As a result of lack of funds.
 - B. As a result of lack of work.
 - C. As a result of abolishment of position.
- 24.02 The determination of any of the above shall be made by the Board. The Association may choose to grieve such a determination.
- 24.03 Nothing in this Article shall prohibit the Board from exercising its right to non-renew an employee's contract.
- 24.04 The Board of Education shall determine in which classifications the lay-off should occur and the number of employees to be laid off. Each employee to be laid off and the Association shall be given at least thirty (30) calendar days advance written notice stating the reason(s) and the effective date of the intended lay-off.
- 24.05 The number of people affected by reduction in force shall be kept to a minimum, by attrition. Whenever it becomes necessary to lay off employees, affected employees shall be laid off according to seniority within the "letter" classification listed below, with the least senior employee laid off first.
- 24.06 Seniority shall be defined as the uninterrupted length of

continuous service with the Board of Education in a particular "letter" classification computed from the latest date of hire or appointment to their present classification. Authorized leaves of absence do not constitute an interruption in continuous service nor shall it count toward length of service. The classifications to be used for the purpose of defining classification seniority shall be determined by those recognized in this agreement. In all classifications, except bus drivers, when two (2) or more employees commence work on the same day, as contract employees, seniority shall be determined by lottery. This provision applicable to employees contracted after July 1, 1977. Lottery to be conducted with employees, Administration, and JCPA in attendance.

Seniority List Determination for Bus Driver Classification Only

If two (2) or more drivers are contracted at the same time by Jackson Local School District, seniority shall be determined as follows:

1. First date of employment.
2. Total hours worked the previous year as a bus driver.
3. If 1 and 2 remain equal, then a toss of the coin shall apply

If an employee transfers to a different classification, seniority in the new classification shall begin to accrue on the effective date of the transfer.

A. Secretaries

1. If there is no other secretary to bump, a secretary can bump a building aide with lesser seniority.

2. If there is no other secretary or building aide, a secretary can bump a library technician with lesser seniority.

B. Aides

1. Building - if no other building aide or library technician to bump, if qualified, an aide can bump a secretary with lesser seniority.
2. Library Technicians - if no other building aide or library technician to bump, a library technician can bump, if qualified, a secretary with lesser seniority.

C. Bus Mechanics

D. Custodians

1. Head Building Maintenance
2. Regular

- E. Maintenance Mechanics - If no maintenance to bump, can bump the least senior custodian.

F. Bus Drivers

- G. Warehouseman - if no other warehouseman to bump, may bump a custodian with lesser seniority.

H. Grounds

1. Head Groundsman
2. Grounds Assistant

I. Cooks

1. Head Cook I

2. Head Cook II

3. Regular

4. Helper

J. Couriers - if no other courier to bump, can bump, if qualified, a secretary with lesser seniority.

K. Monitors - bumping will be done by sub-classification:

Bus / transportation	Cafeteria
Playground	Student
Study Hall	Hall

24.07 Employees who have worked under contract in another classification, and are subject to lay-off may displace the least senior employee in their former classification providing the following conditions are met:

A. Employee must have satisfactory experience in the former classification as determined by the administration and Board of Education.

B. The employee must have more years of experience in the former classification, or the employee must have more total years of experience, when combining their current classification with their former classification, than the least senior employee who is currently working in former classification.

C. The employee must be willing to accept the pay scale of the former classification.

24.08 A laid-off bargaining unit member shall, upon application and at his/her option, be granted seniority status on the substitute list according to his/her seniority. Laid-off bargaining unit members may continue their insurance

benefits for one year from the date of lay-off by paying the regular monthly group rate premium for such benefits to the Board. Such premium payment must be paid to the Treasurer at least thirty (30) days in advance of the Board's premium due date. Laid-off bargaining unit members shall be recalled in order of seniority, with the most senior being recalled first, to any position in their classification. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Board's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work. It shall be the bargaining unit member's responsibility to keep the Board notified as to his/her current mailing address. A recalled bargaining unit member shall be given ten (10) calendar days from receipt of notice, to report to work. The employer may fill the position on a temporary basis until the recalled bargaining unit member can report for work provided the bargaining unit member reports within the ten (10) day period. Bargaining unit members recalled to full-time work are obligated to take said work if it is in his/her specific sub-classification, not the main "letter" classification. A bargaining unit member who declines recall to full-time work shall forfeit his/her seniority rights.

- 24.09 In no case shall a new employee nor non-bargaining unit employee be employed in any bargaining unit position by the Board while there are laid-off bargaining unit members in the classification who are qualified for a vacant or newly-created position.
- 24.10 The employee's name shall remain on the appropriate reinstatement list for a period of two (2) years from the effective date of lay-off. If reinstated from lay-off during this period, such employee shall retain all previous accumulated seniority and all rights related to salary and fringe benefits. Time spent on lay-off shall not count as experience for seniority or salary purposes.
- 24.11 Seniority shall be lost by a bargaining unit member upon termination, resignation, or retirement.

- 24.12 For the purpose of Reduction in Personnel, Layoff and Recall, a bargaining unit member working in more than one classification shall be deemed to be assigned to all appropriate classifications.

ARTICLE XXV - SALARY

Salary Schedules Effective
July 1, 2011 through June 30, 2014

<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-2014</u>
Base: 0% increase	Base: 0% increase	Base: 0% increase
movement on the index	movement on the index	no movement on the index
if no step, then \$250 for 8 hr. employees	if no step, then \$250 for 8 hr. employees	\$300 for 8 hr. employees
if no step, then \$125 for less than 8 hrs.	if no step, then \$125 for less than 8 hrs.	\$150 for less than 8 hrs.

COOK'S HELPERS (5-8 hour)

(Hired After 7/1/08)

STEP	INDEX	11/12	12/13	13/14
1	1.000	10.57	10.57	10.57
2	1.031	10.93	10.93	10.93
3	1.061	11.28	11.28	11.28
4	1.095	11.67	11.67	11.67
5	1.131	12.08	12.08	12.08
6	1.149	12.29	12.29	12.29
7	1.177	12.62	12.62	12.62
8	1.198	12.86	12.86	12.86
9	1.226	13.18	13.18	13.18
10	1.252	13.48	13.48	13.48
11	1.274	13.74	13.74	13.74
12	1.300	14.04	14.04	14.04
13	1.323	14.31	14.31	14.31
14	1.343	14.54	14.54	14.54
15	1.377	14.93	14.93	14.93
18	1.391	15.09	15.09	15.09
21	1.405	15.25	15.25	15.25
24	1.419	15.42	15.42	15.42
27	1.433	15.58	15.58	15.58
28	1.447	15.74	15.74	15.74
29	1.462	15.91	15.91	15.91
30	1.476	16.08	16.08	16.08

Head Cook I (Under 900) \$.75 p/hr

Head Cook II (Over 900) \$1.00 p/hr

COOK'S HELPERS (2-4 hours)

(Hired After 7/1/08)

STEP	INDEX	11/12	12/13	13/14
1	1.000	10.17	10.17	10.17
2	1.027	10.47	10.47	10.47
3	1.061	10.85	10.85	10.85
4	1.095	11.23	11.23	11.23
5	1.128	11.60	11.60	11.60
6	1.152	11.87	11.87	11.87
7	1.178	12.16	12.16	12.16
8	1.201	12.42	12.42	12.42
9	1.226	12.69	12.69	12.69
10	1.259	13.06	13.06	13.06
11	1.277	13.26	13.26	13.26
12	1.307	13.60	13.60	13.60
13	1.328	13.83	13.83	13.83
14	1.350	14.08	14.08	14.08
15	1.384	14.46	14.46	14.46
18	1.398	14.62	14.62	14.62
21	1.412	14.77	14.77	14.77
24	1.426	14.93	14.93	14.93
27	1.440	15.08	15.08	15.08
28	1.454	15.24	15.24	15.24
29	1.469	15.41	15.41	15.41
30	1.484	15.58	15.58	15.58

COOKS (2-4 hours) / MONITORS

(Cooks Hired Prior to 7/1/08)

STEP	INDEX	11/12	12/13	13/14
1	1.000	11.17	11.17	11.17
2	1.027	11.47	11.47	11.47
3	1.061	11.85	11.85	11.85
4	1.095	12.23	12.23	12.23
5	1.128	12.60	12.60	12.60
6	1.152	12.87	12.87	12.87
7	1.178	13.16	13.16	13.16
8	1.201	13.42	13.42	13.42
9	1.226	13.69	13.69	13.69
10	1.259	14.06	14.06	14.06
11	1.277	14.26	14.26	14.26
12	1.307	14.60	14.60	14.60
13	1.328	14.83	14.83	14.83
14	1.350	15.08	15.08	15.08
15	1.384	15.46	15.46	15.46
18	1.398	15.62	15.62	15.62
21	1.412	15.77	15.77	15.77
24	1.426	15.93	15.93	15.93
27	1.440	16.08	16.08	16.08
28	1.454	16.24	16.24	16.24
29	1.469	16.41	16.41	16.41
30	1.484	16.58	16.58	16.58

COOKS (5-8 hour)

(Cooks Hired before 7/1/08)

STEP	INDEX	11/12	12/13	13/14
1	1.000	11.57	11.57	11.57
2	1.031	11.93	11.93	11.93
3	1.061	12.28	12.28	12.28
4	1.095	12.67	12.67	12.67
5	1.131	13.08	13.08	13.08
6	1.149	13.29	13.29	13.29
7	1.177	13.62	13.62	13.62
8	1.198	13.86	13.86	13.86
9	1.226	14.18	14.18	14.18
10	1.252	14.48	14.48	14.48
11	1.274	14.74	14.74	14.74
12	1.300	15.04	15.04	15.04
13	1.323	15.31	15.31	15.31
14	1.343	15.54	15.54	15.54
15	1.377	15.93	15.93	15.93
18	1.391	16.09	16.09	16.09
21	1.405	16.25	16.25	16.25
24	1.419	16.42	16.42	16.42
27	1.433	16.58	16.58	16.58
28	1.447	16.74	16.74	16.74
29	1.462	16.91	16.91	16.91
30	1.476	17.08	17.08	17.08

Head Cook I (Under 900) \$.75 p/hr

Head Cook II (Over 900) \$1.00 p/hr

BUS MECHANICS

STEP	INDEX	11/12	12/13	13/14
1	1.000	17.40	17.40	17.40
2	1.013	17.63	17.63	17.63
3	1.036	18.03	18.03	18.03
4	1.059	18.43	18.43	18.43
5	1.078	18.76	18.76	18.76
6	1.096	19.07	19.07	19.07
7	1.112	19.35	19.35	19.35
8	1.128	19.63	19.63	19.63
9	1.146	19.94	19.94	19.94
10	1.159	20.17	20.17	20.17
11	1.177	20.48	20.48	20.48
12	1.192	20.74	20.74	20.74
13	1.208	21.02	21.02	21.02
14	1.224	21.30	21.30	21.30
15	1.255	21.84	21.84	21.84
18	1.267	22.05	22.05	22.05
21	1.280	22.27	22.27	22.27
24	1.293	22.50	22.50	22.50
27	1.306	22.73	22.73	22.73
28	1.319	22.95	22.95	22.95
29	1.332	23.18	23.18	23.18
30	1.346	23.42	23.42	23.42

AIDES/BUILDING/COURIERS/LIBRARYTECHS

STEP	INDEX	11/12	12/13	13/14
1	1.000	12.76	12.76	12.76
2	1.027	13.10	13.10	13.10
3	1.054	13.45	13.45	13.45
4	1.082	13.80	13.80	13.80
5	1.111	14.17	14.17	14.17
6	1.136	14.49	14.49	14.49
7	1.155	14.73	14.73	14.73
8	1.183	15.09	15.09	15.09
9	1.199	15.30	15.30	15.30
10	1.227	15.65	15.65	15.65
11	1.247	15.91	15.91	15.91
12	1.271	16.21	16.21	16.21
13	1.292	16.48	16.48	16.48
14	1.311	16.72	16.72	16.72
15	1.343	17.13	17.13	17.13
18	1.357	17.31	17.31	17.31
21	1.370	17.48	17.48	17.48
24	1.384	17.66	17.66	17.66
27	1.398	17.83	17.83	17.83
28	1.412	18.01	18.01	18.01
29	1.426	18.19	18.19	18.19
30	1.440	18.37	18.37	18.37

SECRETARIES/CUSTODIANS

STEP	INDEX	11/12	12/13	13/14
1	1.000	15.40	15.40	15.40
2	1.021	15.73	15.73	15.73
3	1.045	16.10	16.10	16.10
4	1.070	16.48	16.48	16.48
5	1.089	16.78	16.78	16.78
6	1.110	17.10	17.10	17.10
7	1.132	17.44	17.44	17.44
8	1.145	17.64	17.64	17.64
9	1.165	17.95	17.95	17.95
10	1.183	18.22	18.22	18.22
11	1.201	18.50	18.50	18.50
12	1.220	18.79	18.79	18.79
13	1.239	19.09	19.09	19.09
14	1.252	19.29	19.29	19.29
15	1.284	19.78	19.78	19.78
18	1.297	19.98	19.98	19.98
21	1.310	20.18	20.18	20.18
24	1.323	20.38	20.38	20.38
27	1.336	20.58	20.58	20.58
28	1.349	20.78	20.78	20.78
29	1.363	21.00	21.00	21.00
30	1.376	21.20	21.20	21.20

GROUNDS

STEP	INDEX	11/12	12/13	13/14
1	1.000	15.09	15.09	15.09
2	1.022	15.42	15.42	15.42
3	1.043	15.74	15.74	15.74
4	1.071	16.16	16.16	16.16
5	1.094	16.51	16.51	16.51
6	1.109	16.73	16.73	16.73
7	1.132	17.08	17.08	17.08
8	1.148	17.32	17.32	17.32
9	1.167	17.61	17.61	17.61
10	1.189	17.94	17.94	17.94
11	1.205	18.18	18.18	18.18
12	1.225	18.48	18.48	18.48
13	1.245	18.79	18.79	18.79
14	1.259	19.00	19.00	19.00
15	1.289	19.45	19.45	19.45
18	1.302	19.65	19.65	19.65
21	1.315	19.84	19.84	19.84
24	1.328	20.04	20.04	20.04
27	1.342	20.25	20.25	20.25
28	1.355	20.45	20.45	20.45
29	1.369	20.66	20.66	20.66
30	1.383	20.87	20.87	20.87

BUS DRIVERS

STEP	INDEX	11/12	12/13	13/14
1	1.000	16.25	16.25	16.25
2	1.020	16.58	16.58	16.58
3	1.042	16.93	16.93	16.93
4	1.067	17.34	17.34	17.34
5	1.091	17.73	17.73	17.73
6	1.105	17.96	17.96	17.96
7	1.128	18.33	18.33	18.33
8	1.145	18.61	18.61	18.61
9	1.162	18.88	18.88	18.88
10	1.184	19.24	19.24	19.24
11	1.200	19.50	19.50	19.50
12	1.218	19.79	19.79	19.79
13	1.237	20.10	20.10	20.10
14	1.250	20.31	20.31	20.31
15	1.282	20.83	20.83	20.83
18	1.295	21.05	21.05	21.05
21	1.308	21.26	21.26	21.26
24	1.321	21.47	21.47	21.47
27	1.334	21.68	21.68	21.68
28	1.347	21.89	21.89	21.89
29	1.361	22.12	22.12	22.12
30	1.374	22.33	22.33	22.33

WAREHOUSE

STEP	INDEX	11/12	12/13	13/14
1	1.000	16.36	16.36	16.36
2	1.018	16.66	16.66	16.66
3	1.042	17.05	17.05	17.05
4	1.067	17.46	17.46	17.46
5	1.086	17.77	17.77	17.77
6	1.104	18.06	18.06	18.06
7	1.119	18.31	18.31	18.31
8	1.137	18.60	18.60	18.60
9	1.154	18.88	18.88	18.88
10	1.172	19.18	19.18	19.18
11	1.187	19.42	19.42	19.42
12	1.205	19.72	19.72	19.72
13	1.224	20.03	20.03	20.03
14	1.237	20.24	20.24	20.24
15	1.269	20.76	20.76	20.76
18	1.282	20.97	20.97	20.97
21	1.294	21.17	21.17	21.17
24	1.307	21.38	21.38	21.38
27	1.320	21.60	21.60	21.60
28	1.333	21.81	21.81	21.81
29	1.347	22.04	22.04	22.04
30	1.360	22.25	22.25	22.25

HEAD BLDG. MAINT. & HEAD GROUNDS

STEP	INDEX	11/12	12/13	13/14
1	1.000	18.26	18.26	18.26
2	1.020	18.63	18.63	18.63
3	1.037	18.94	18.94	18.94
4	1.057	19.30	19.30	19.30
5	1.078	19.69	19.69	19.69
6	1.095	20.00	20.00	20.00
7	1.108	20.24	20.24	20.24
8	1.125	20.55	20.55	20.55
9	1.141	20.84	20.84	20.84
10	1.155	21.09	21.09	21.09
11	1.173	21.42	21.42	21.42
12	1.187	21.68	21.68	21.68
13	1.202	21.95	21.95	21.95
14	1.216	22.21	22.21	22.21
15	1.247	22.77	22.77	22.77
18	1.260	23.01	23.01	23.01
21	1.272	23.23	23.23	23.23
24	1.285	23.47	23.47	23.47
27	1.298	23.71	23.71	23.71
28	1.311	23.94	23.94	23.94
29	1.324	24.18	24.18	24.18
30	1.337	24.42	24.42	24.42

Licensed Fireman and Sanitarian \$.20 p/hr.

MAINTENANCE MECHANICS

STEP	INDEX	11/12	12/13	13/14
1	1.000	17.55	17.55	17.55
2	1.021	17.92	17.92	17.92
3	1.041	18.27	18.27	18.27
4	1.061	18.62	18.62	18.62
5	1.081	18.97	18.97	18.97
6	1.098	19.27	19.27	19.27
7	1.117	19.60	19.60	19.60
8	1.128	19.79	19.79	19.79
9	1.147	20.13	20.13	20.13
10	1.165	20.44	20.44	20.44
11	1.179	20.69	20.69	20.69
12	1.195	20.97	20.97	20.97
13	1.211	21.25	21.25	21.25
14	1.225	21.50	21.50	21.50
15	1.250	21.94	21.94	21.94
18	1.262	22.15	22.15	22.15
21	1.275	22.37	22.37	22.37
24	1.288	22.60	22.60	22.60
27	1.301	22.83	22.83	22.83
28	1.314	23.06	23.06	23.06
29	1.327	23.29	23.29	23.29
30	1.340	23.51	23.51	23.51

License - If the Board requires a member of the bargaining unit to have and/or obtain a license, excluding bus driver license and boiler license, the Board shall pay for the cost of the license and any renewals.

Building aides shall receive an additional .50 per hour in addition to the amount provided on the salary schedule.

Employees who handle EMIS shall receive an additional .50 per hour in addition to the amount provided on the salary schedule.

Longevity: All bargaining unit members shall receive an additional one percent (1%) at each of these steps: 18, 21, 24, 27, 28, 29 and 30.

Hourly Rate of Compensation Adjustments - The Superintendent may increase the hourly rate of compensation for an employee when he/she deems it appropriate. The amount and duration of this increase shall be at the discretion of the Superintendent. This article may be revoked at any time by a majority vote of the JCPA Executive Committee. The President of the JCPA shall receive notification, name, and amount of any such increase. This right remains in full force and effect as long as the current Superintendent remains in that position.

In year 2011-2014 if negotiations with any other bargaining unit in the Jackson Local School District produces a greater percentage increase in salary or benefits than those contained in this agreement for that year, the JCPA bargaining unit shall be increased to provide parity.

The Board shall pay each bargaining member in July following the completion of the year \$25.00 for years 1 and 2 of the contract.

ARTICLE XXVI - SERS PICK-UP WITH REDUCTION

26.01 The Board herewith agrees with the Association to pick-up (assume and pay) contributions to the School Employees' Retirement System (SERS) on behalf of the individuals in the bargaining unit on the following terms and conditions:

- A. The amount to be picked up and paid on behalf of the individual shall be the individual employee's required contribution. The individual's annual

compensation shall be reduced by an amount picked-up and paid by the Board.

- B. The pick-up percentage shall apply uniformly to all individuals in the bargaining unit.
- C. No individual covered by this provision shall have the option to elect a wage increase or other benefit in-lieu of the employer pick-up.
- D. The pick-up shall apply to all compensation including supplemental earnings
- E. For federal and state tax purposes, the W-2 form shall show the total amount of compensation reduced by the individual employee's required contribution. For SERS purposes the total amount of compensation shall not be reduced.
- F. SERS pick-up shall in no way affect unemployment compensation, sick leave, worker's compensation, severance pay, daily rate of pay or any other calculation based on the salary schedules contained in Article XXV.

ARTICLE XXVII - SEVERANCE RETIREMENT PAY

- 27.01 Classified employees at the time of retirement, as defined by State Code, from active service in the Jackson Local School District and with ten (10) or more years of service with the State, any political subdivisions, or any combination thereof shall be paid in cash for one-fourth (1/4) of the value of his/her accrued but unused sick leave credit. The aggregate value of the accrued but unused sick leave credit that is paid shall not exceed the value of fifty (50) days of accrued but unused sick leave, unless employee has fifteen (15) or more years of employment in the Jackson Local Schools. In such a case, the sick leave credit paid shall not exceed the value of seventy-one (71) days for 2011-2012, seventy-two (72)

days for 2012-2013, seventy-three (73) days for 2013-2014 of accrued but unused sick leave. The payment shall be based on the employee's per diem rate of pay at the time of retirement and eliminates all sick leave credit accrued but unused by the employee at the time payment is made. The employee must, within 120 days of the last day of employment in the Jackson Schools, prove acceptance to be eligible to retire from School Employees Retirement System.

A bargaining unit member will be paid ten (\$10) dollars per day for every day of sick leave accumulated from 200-300 days and twenty (\$20) dollars per day from 301 days up to a maximum of 350 days. This will be in addition to severance pay and any retirement incentive pay.

27.02 Retirement Incentive

Based upon at least a thirty (30) day written notice to the Treasurer, classified employees who become first-time-eligible to retire under SERS guidelines or thirty (30) years of service under SERS and in fact do retire during or at the end of the school year shall be compensated at the rate of \$4.50 per contract hour based on the contract hours in effect during the year of retirement. (If the member fails to take the incentive when first eligible he/she forfeits the incentive).

27.03 An irrevocable notice of intent to retire must be received by the Superintendent by June 1st of the year of retirement. Payment shall be made the January following retirement.

27.04 First time eligible includes the purchasing, if the member chooses to do so, of SERS credit.

27.05 Individuals must provide proof from SERS of first time eligibility.

27.06 An individual currently eligible for retirement who did not retire under the 2008-2011 contract shall be considered first-time eligible for retirement if he/she submits an

irrevocable resignation July 1st through and including June 30, 2012 and shall receive benefits as per this article.

ARTICLE XXVIII - SHIFT DIFFERENTIAL

28.01 There shall be three (3) shifts numbered 1, 2, and 3 with the following hours for each shift and the shift differentials:

<u>SHIFT NO.</u>	<u>SHIFT HOURS</u>	<u>SHIFT DIFFERENTIAL</u>
1	7:00 AM to 3:00 PM	0
2	3:00 PM to 11:00 PM	\$.40 per hr.
3	11:00 PM to 7:00 AM	\$.50 per hr.

28.02 Whenever normally assigned work hours overlap more than one shift, as defined, the employee working said hours shall be paid at the shift differential for which fifty percent (50%) or more of these work hours occur.

ARTICLE XXIX - T. B. TESTING

29.01 T. B. testing requirements shall follow the provisions of 3313.71 O.R.C.

ARTICLE XXX - VACANCIES, TRANSFERS AND PROMOTIONS

30.01 A vacancy shall be defined as a newly created position or a present position that is not filled. Nothing in this section shall require the Board to fill a vacancy.

30.02 All vacancy posting notices in the JCPA bargaining unit shall be given to the Association President for posting in the central offices, kitchens, custodial quarters lounge area, bus garage/maintenance and warehouse area.

Over the summer job postings shall be mailed to interested

bargaining unit members who have a letter on file in the superintendent's office expressing an interest in that position. Posting notices shall contain the following information:

1. Position Title
2. Job Description
3. Hours to be worked
4. Projected starting date

Employees interested in applying for same will be responsible for submitting their application in writing to the Superintendent's office within seven (7) full work days of receipt by the President.

- 30.03 The Board reserves the right to transfer an employee, on a trial basis, prior to a permanent placement. Such trial transfer shall not be for less than thirty (30) days nor for more than one calendar year.
- 30.04 Bargaining unit members shall not be placed on a lower step of the salary schedule due to full-time to full-time or part-time to part-time involuntary transfers.
- 30.05 The Board has the sole and exclusive right to fill bargaining unit vacancies via transfer prior to posting.
- 30.06 Bus routes are not posted over the summer.
- 30.07 Applications for transfer to posted bargaining unit vacancies shall be in writing and received by the appropriate administrator/supervisor not later than the final date of posting which shall be noted on the posting.
- 30.08 The applicant with the greater seniority who requests a transfer to a posted vacancy within the same classification shall be given first consideration.
- 30.09 All presently employed personnel eligible and bidding on

positions shall be granted a personal interview with the supervisor/administrator responsible for making the employment recommendation when feasible. The personal interview will take place prior to the supervisor/administrator making his/her recommendation. Bidding employees shall be notified in writing of the supervisor's/administrator's decision promptly thereafter. The administration agrees to give consideration to present qualified employees before employing personnel from outside the system. The following factors are guidelines for evaluating the candidacy of present employees.

- A. Previous job experience.
- B. Quality and quantity of work performed in the present position.
- C. Skills
- D. Formal training taken by the individual to prepare for the position applied for.
- E. Seniority as defined in Article XXIV.

30.10 When transfers other than by request are necessary or appear to be necessary, the Superintendent and/or immediate supervisor shall meet with the Association President to discuss the reason/necessity for the transfer prior to transferring. A personal conference prior to written notification of transfer shall be initiated with the employee by the Superintendent or designee. During such conference the reasons for such transfer will be discussed and the employee will have an opportunity to express his/her concerns regarding such transfer. Any bargaining unit member transferred shall not lose building seniority for purposes of overtime.

30.11 Any vacancy created by death, resignation, retirement or the creation of a new position must be filled within sixty (60) calendar days. However, the Board is not required to fill any

vacancy.

ARTICLE XXXI - VACATION

31.01 Each employee in a position requiring service for not less than 220 days in each calendar year, after service of one year with the Board, shall be entitled, during each year thereafter, while continuing in the employment of the Board, to a vacation leave with full pay, excluding paid holidays as listed in Article XIV according to the following schedule:

- 1-5 years - 80 hours vacation
- 6 years - 88 hours vacation
- 7 years - 96 hours vacation
- 8 years - 104 hours vacation
- 9 years - 112 hours vacation
- 10 years - 120 hours vacation
- 11 years - 128 hours vacation
- 12 years - 136 hours vacation
- 13 years - 144 hours vacation
- 14 years - 152 hours vacation
- 15 years - 160 hours vacation
- 20 years - 168 hours vacation
- 25 years - 176 hours vacation

31.02 Any employee accruing vacation credit shall be permitted to request the utilization of their earned vacation time during the school year under the following provisions:

- A. No more than one employee in any given classification shall be permitted to be off during the same time period, unless authorized by the Administration.
- B. Vacation time taken under this Article shall be granted in accordance to building seniority whenever possible.
- C. Requests for vacation during the school year must

be submitted in writing no less than sixty (60) days prior to the date of the vacation period.

- D. The maximum accumulation of vacation shall only be two hundred (200) hours.
- E. Vacation must be taken in no less than one (1) day increments.

31.03 Summer vacation time taken under this Article shall be granted in accordance to building seniority whenever possible and request must be submitted no later than March 15 for the forthcoming summer. The Superintendent may make exceptions to the March 15 notice requirement.

Upon prior approval of the Superintendent, an employee may receive payment in lieu of vacation time.

31.04 Classified employees leaving the employment of the District prior to the time the full annual amount of vacation leave has been earned are only eligible to receive the prorated portion of their vacation leave for the current year plus any unused vacation leave to his/her credit to a maximum of two hundred (200) hours.

31.05 Any employee who transfers from a position requiring service of less than 220 days to one equal to or greater than 220 days will begin to accrue vacation effective with the date of transfer to such position. Service credit in the former position will not count toward the accrual of vacation.

31.06 Service is to be defined as actual contract days exclusive of paid holidays.

**ARTICLE XXXII - WORK YEAR, WORK WEEK,
WORK DAY**

(Number of Work Days in Work Year from July 1 through June 30.)

32.01 The normal work year/day shall be as follows:

- A. All full-time employees are employed under contract requiring service of eight (8) consecutive hours per day, 248/249 days per year plus ten (10) paid holidays.
- B. Bus drivers are employed under contract requiring service of at least 181 days plus nine (9) paid holidays. The increase from 180 days to 181 days is to compensate drivers for driving their routes after selection but before the year begins.
- C. Cooks/Cook's Helpers are employed under contract requiring service of two (2) to eight (8) consecutive hours per day for 182 days, plus nine (9) paid holidays.
- D. Secretaries are employed under contract requiring service of eight (8) consecutive hours per day. Service days shall be determined by the Administration and appropriate holidays shall then apply. However, secretaries at the elementary schools shall not exceed 211 days and secretaries at the middle school and non-full-time secretaries at the high school shall not exceed 216 days.

For employees hired on or after July 1, 1990, the Board may employ secretaries at less than eight (8) hours to meet district needs. However, this may not be done if it is practical to hire an eight (8) hour secretary and shall not be used to avoid qualification for fringe benefits.

- E. Library Technicians are employed under contract requiring service of eight (8) consecutive hours per day for 184 days, plus nine (9) paid holidays.

For employees hired on or after July 1, 1990, the Board may employ library technicians at less than (8) hours to meet district needs. However, this may not be done if it is practical to hire an eight (8) hour library technician and shall not be used to avoid qualification for fringe benefits.

- F. Building Aides and Monitors are employed under contract requiring service of two to eight (2-8) consecutive hours per day for 180 days, plus nine (9) paid holidays.

- G. A schedule of reporting and ending dates for the employees listed will be developed annually prior to issuing contracts or salary notices for the succeeding year.

32.02 The normal work week for all bargaining unit members is Monday through Friday.

32.03 The normal work day for eight (8) hour per day employees shall include a thirty (30) minute duty-free lunch.

32.04 Members of the bargaining unit shall not be required to report to work on two (2) of the four (4) waiver days. This shall reduce their required days but not their pay.

The two non-report days shall be determined by the Superintendent.

ARTICLE XXXIII - EFFECTS OF THE CONTRACT

33.01 This agreement between the Board and the Association shall be effective July 1, 2011, and remain in full force and effect through June 30, 2014.

33.02 The Board of Education shall change its personnel policies and practices as may be necessary in order to give full force and effect to this contract. Should there be a conflict between this contract and any such policy or practice, then the terms of this contract shall prevail.

33.03 The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of bargaining. The understanding and agreements arrived at by the parties after the exercise of the right and opportunity are set forth herein, and the parties agree that this agreement constitutes the entire contract between them and settles all demands and issues on all matters within the scope of bargaining. Neither party shall be required to negotiate with the other during the term of this agreement with respect to any subject or matter irrespective of whether such subject matter was discussed by, or within the contemplation of, the parties during the course of negotiations leading to this agreement.

However, the Labor-Management Committee shall first discuss any items which would otherwise be considered proper subjects for mid-term bargaining in the absence of this section.

33.04 Except as otherwise specifically provided in the written provisions of this agreement, the Board of Education has the exclusive right to make necessary decisions relevant to the conduct and management of the schools as prescribed and restricted by law. All prior negotiated agreements not contained herein shall not be binding upon the parties of this agreement. This agreement supersedes and cancels all previous agreements or understandings, whether verbal or written, or based upon any alleged prior conduct or past practices of the parties.

33.05 If any part of this contract is found to be in violation of federal or state law, in a manner not permitted by Chapter

4117.10 (A) O.R.C., said part found to be in violation will automatically be declared invalid and shall be inoperative. The remaining parts of the agreement shall continue to be in effect. If a provision is found to be illegal, the parties shall meet within fifteen (15) days to re-negotiate.

- 33.06 The term "employee" when used in this contract shall refer to all individuals in the Bargaining Unit.
- 33.07 This contract may be added to, deleted from or otherwise changed only by an amendment properly signed and ratified by each party.
- 33.08 Neither the Association, its Agents, or any bargaining unit member shall strike or engage in any slow-down, withholding of services or concerted activities designed to interfere with the normal operations of the school district during the term or extended term of this agreement. Bargaining unit members shall be subject to the provisions of the Ohio Revised Code in accordance with 4117. O.R.C., including but not limited to Sections 4117.15, 4117.16, and 4117.18 in their entireties, as well as any future revisions to the O.R.C. Further, bargaining unit members found to be in violation of the above shall be subject to immediate disciplinary action by the Board, including termination.
- 33.09 As per 4117.15 (C) O.R.C: No public employee is entitled to pay or compensation from the public employer for the period engaged in any strike.
- 33.10 Any violation of this Article (or Section) will be automatic and sufficient grounds for immediate disciplinary action by the Board against the employee(s) involved and shall render the provisions of any existing contract between the Board and the Association null and void.
- 33.11 If during the term of this Agreement, the Board is required by law to negotiate mid-term, then the parties will meet to negotiate within thirty (30) days.

In the event agreement is not reached, the Board is not required to participate in the dispute resolution process prior to Board action on any changes in terms and conditions of employment not contained in the Agreement.

FOR THE BOARD

Christopher A. S. Sene
Linda Paris
Christopher J. Goff

FOR THE ASSOCIATION

Beverly Snyder
Cindy Adams
Robert B. Self
Larry W. Stogdson
Gerald W. King
Deanna Newberry Martin

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE JACKSON CLASSIFIED
ASSOCIATION AND THE
JACKSON BOARD OF EDUCATION
DECEMBER 2000**

The Association and the Board agree to the following:

1. Head positions within the JCPA Bargaining Unit may direct work and have input into evaluation of bargaining unit members. However, head positions will not be called to testify against a member of the bargaining unit regarding any evaluation. The Association may not object to the admission of the evaluation or raise hearsay objections to the testimony from the administrator/supervisor regarding the evaluation.
2. Any changes in the extra trip procedures or guidelines for bus drivers shall be first brought to the Labor Management Committee.
3. To the extent permitted by law, tobacco use by a member of the bargaining unit does not qualify as a controlled substance for purposes of Article VII of the collective bargaining agreement.
4. "Save Time" is defined as the ability to forego receiving payment for field trips in order to receive regular pay when time is taken away from the job. The Superintendent or his designee may grant save time provided a substitute is available. Save time will be administered in a fair and equitable manner.

If a dispute arises regarding this memorandum, the Board's chief negotiator and the Association's chief negotiator will interpret memorandum.

**MEMORANDUM BETWEEN THE
JACKSON CLASSIFIED PERSONNEL ASSOCIATION
AND THE
JACKSON LOCAL BOARD OF EDUCATION
MAY, 2008**

As a result of contract negotiations the following was agreed to by the parties:

1. Any employee that is currently being grandfathered for insurance purposes shall continue to be grandfathered for insurance purposes.
2. The parties shall not cancel labor management unless there is an emergency or that both parties agree it should be cancelled.
3. Sick leave shall be calculated by days. The changes in Article 17.07 (Sick Leave) do not increase the current method of accumulation, but rather, provide for crediting of accumulation of hours by days. However, if a bargaining unit member moves to a classification with more hours the hours shall be prorated.
4. During the length of the collective bargaining agreement the bi-weekly salary payment should not have to be adjusted.
5. The board shall schedule cooks training for banquets and provide one (1) week notice. The training will take place during the first six (6) weeks of the school year or at another time that is mutually agreed to by the Superintendent and President.
6. The new salary schedules for Cooks Helper (2-4 hrs) and Cooks Helper (5-8 hrs) shall apply only to employees hired on or after July 1, 2008.

Any disagreement regarding this memorandum shall be resolved by the chief negotiators.

CONSTITUTION

REVISED 4/4/94

REVISED 02/98

REVISED 12/12/00

REVISED 03/01

REVISED 06/08

ARTICLE I. NAME

Section 1.

The name of this Association shall be the Jackson Classified Personnel Association (JCPA).

Section 2.

This Association shall maintain affiliation with the Ohio Education Association (OEA), National Education Association (NEA) and the East Central Ohio Education Association (ECOEA).

ARTICLE II. PURPOSE

Section 1.

To unify and strengthen supportive staff so as to enable members to speak with a common voice on all matters of mutual concern and to represent individual and common interests of members before the Board of Education and other legal authorities.

Section 2.

To promote the general welfare, to advance standards and to establish and maintain good community relations.

Section 3.

To develop and promote a continuing program to secure and maintain better employment benefits, uniform practices, a sound retirement system and improvements in terms and conditions of employment.

ARTICLE III. MEMBERSHIP

Section 1.

Membership in the Association shall be open to all persons employed as school staff in the Jackson Local School District (except those classified as management) without regard to age, race, color, sex, creed, religion, ancestry, national origin, handicap of physical disability as provided by law.

Section 2.

Membership shall be continuous until the member leaves the School District, resigns the Association or fails to pay membership dues.

Section 3.

Application for membership shall be made on a standard application form or card.

Section 4.

Members of the Jackson Classified Personnel Association shall be active members of the Ohio Education Association, the East Central Ohio Education Association and the National Education Association.

ARTICLE IV. OFFICERS

Section 1.

The officers of this Association shall be a President, Vice-President, a Secretary, a Treasurer, and the Immediate Past President.

Section 2.

Officers and Unit Representatives shall be elected annually, by secret ballot election, for one year which commence July 1 annually.

ARTICLE V. EXECUTIVE COMMITTEE

Section 1.

The Executive Committee shall be composed of the Officers of the Association and the Unit Representatives.

Section 2.

The Executive Committee shall:

- a. Act as advisors to the officers, assign duties, be responsible for all committees of the Association, and have such policy making authority as provided in this Constitution and Bylaws;
- b. Act as the authoritative voice of the Association on positions affecting the Association during the interim period between regular meetings;
- c. Prepare recommendations for the consideration and action of the Association;
- d. Carry out policies established at general membership meetings;

- e. Report its transactions and those of the general membership to all members.

Section 3.

There shall be one (1) Unit Representative from each job classification for every fifteen (15) members or fraction thereof with such classification.

Section 4.

It is the Policy of the Association, and it shall take all legally permissible steps, to achieve governance and delegate representation of ethnic minority at least proportionate to the ethnic minority membership in the Association.

ARTICLE VI. RIGHTS OF MEMBERS

Section 1.

Every member shall have equal rights and privileges within the organization to nominate candidates for office and delegates to the Ohio Education Association and the National Education Association Representative Assemblies; to vote in elections or on referenda of the Association; to attend membership meetings; to participate in deliberations and vote upon the business of such meetings.

Section 2.

Every member shall have a right to meet and assemble with other members; to express views, arguments, or opinions; and to express views at meetings upon candidates in an election of the Association or upon any business properly brought before the meeting.

Section 3.

No member shall be suspended, expelled or otherwise disciplined,

except for non-payment of dues, without being served with specific written changes and given reasonable time in which to prepare a defense which may be asserted at a full and fair hearing, and which shall involve an appropriate appellate procedure.

ARTICLE VII. AMENDMENTS

Section 1.

Amendments shall be proposed upon the initiative of the Executive Committee or upon presentation to the Executive Committee of a petition signed by twenty percent (20%) of the current membership.

Section 2.

Amendments to this Constitution may be made by a two-thirds (2/3) majority of the membership voting in a secret ballot election at any regular meeting provided that the amendments have been introduced in writing at a preceding regular meeting held not less than thirty (30) days prior to the election and that copies of proposed amendments have been distributed to all members for discussion.

BYLAWS

ARTICLE I – MEETINGS

Section 1.

The Executive Committee shall meet monthly or at the call of the President.

Section 2.

The general membership meetings shall be held at least once each semester. Additional meetings may be called by the president, a majority vote of the Executive Committee, or a petition to the President signed by at least ten percent (10%) of the active membership. Such petitions shall state the purpose of the desired meeting and the business of that meeting shall be limited to consideration of the stated purpose.

ARTICLE II – QUORUM

Section 1.

The quorum for the Executive Committee meetings shall be one (1) more than fifty percent (50%).

Section 2.

The quorum for a general meeting shall be the membership present.

ARTICLE III – DUTIES OF THE OFFICERS

Section 1. The President shall:

- a. Preside over all Association meetings and prepare their agendas.

- b. Represent the Association on all matters of Association policy.
- c. Serve as ex-officio member of all Association committees.
- d. Annually appoint an Audit Committee, provided that no officer shall be eligible to serve on the Audit Committee.
- e. The President, with the consent of the Executive Committee, shall have the power to appoint such committees as are necessary to further the objectives of the Association. Committee chairpersons shall report the activities of their committees at the regular membership meetings of the Association.
- f. Appoint a Nominating Committee.

Section 2. The President-Elect/Vice-President shall:

- a. Preside over Association meetings in the absence of the President.
- b. Perform such other duties as delegated by the President.

Section 3. The Immediate Past President shall:

- a. Preside over Association meetings in the absence of the President and President-Elect/Vice-President.
- b. Serve as a consultant to the Executive Committee.

Section 4. The Secretary shall:

- a. Keep accurate minutes of all official meetings of the Association.
- b. Maintain official files of the Association.
- c. Perform such other duties as delegated by the President.

- d. Preserve all ballots (marked, unmarked and void) for one year from the date the election was held and such ballots and other records shall be made available to OEA Officers upon request for inspection and examination.

Section 5. The Treasurer shall:

- a. Hold the funds of the Association and disburse them upon authorization of the Executive Committee.
- b. Maintain records of receipts and disbursements.
- c. Maintain membership rolls.
- d. Prepare financial reports for meetings of the Executive Committee and an annual financial statement to be distributed to the membership.
- e. Be bonded.
- f. Chair the Budget Committee.

Section 6. The Unit Representatives shall:

- a. Report recommended policies and other actions of the Executive Committee to members in his/her job classification.
- b. Transmit proposals and recommendations from members in his/her job classification to the Executive Committee for its consideration.
- c. Assist the Nomination Committee in the collection of ballots.
- d. Assist the Membership Committee in the collection of dues.
- e. Attend all official meetings of the Association or provide an alternate in his/her absence.

- f. Act as consultant to the individual member who has a grievance and, when necessary, seek needed assistance from the Association.

ARTICLE IV – COMMITTEES

Section 1.

There shall be the following standing committees:

- a. The Negotiation Committee shall be responsible for the preparation and pursuance of membership goals in collective bargaining. They shall be appointed with the objective of assuring adequate representation for members in various departments and classifications, subject to any numerical limitations required to expedite the work of the committee. The President shall be a member of the Negotiation Committee.
- b. The Legislative Committee shall be responsible for candidate endorsement/campaigning; FCPE fund collections; levy/bond campaigning; and seeking membership involvement in relevant local, state, and national political affairs.
- c. The Budget Committee shall be responsible for preparing a budget giving estimates of income and necessary expenditures (including a separate estimate for each committee) for the future fiscal year.
- d. The Audit Committee shall be responsible for checking the accuracy of accounting procedures and report its findings to the membership. A copy of the Audit shall become part of the Association's permanent record and shall be available to any member upon request and to the Ohio Education Association.

- e. UniServ – shall be responsible for attending UniServ Council meeting.

ARTICLE V – DUES

Section 1.

The dues rate for the succeeding membership year shall be determined by the Executive Committee not later than its' April meeting.

Section 2.

Every member shall also pay the dues required by the District, Ohio Education Association and National Education Association.

Section 3.

The Association shall annually enter into a Dues Transmittal contract with the Ohio Education Association.

ARTICLE VI – ELECTIONS

Section 1.

The President shall appoint an Elections Committee whose duty it shall be to present a slate of officers for each office. Candidates for office may also be nominated by submission of a petition or by nominations from the floor.

Section 2.

No member shall be nominated for office without the knowledge and consent of the individual.

Section 3.

Conduct all elections of officers, Unit Representatives, and

delegates and alternates to the Ohio Education and the National Education Association Representative Assemblies.

Section 4.

Conduct all elections and ratifications of collective bargaining agreements in accordance with the guidelines set forth in the OEA Elections Manual.

Election Guidelines for Officers and Representatives:

- April - Second week
 - Open Nominations of Officers and Representatives
 - Newsletter and nomination form to be sent out to all members

- April - Fourth week
 - General Spring Meeting
 - Announce List of nominees at that time
 - Nominations taken from the floor at that time

- April - 30th
 - Close nominations at 3:00 p.m.
 - Secretary to have all nomination forms signed and dated

- May - First Week
 - Post list of nominees in all buildings

- May - Second Week
 - Vote in all buildings
 - Library and Transportation Office
 - Voting hours will be 6:00 a.m. to 4:00 p.m.
 - No absentee ballots
 - No proxy voting

** Dates may vary due to the set weeks that the District appointed as spring break.

Section 5.

Election of officers shall be conducted by secret ballot.

Section 6.

The Elections Committee shall report the results of the election to the total membership.

**ARTICLE VII – FISCAL YEAR
AND MEMBERSHIP YEAR**

Section 1.

The fiscal and the membership year of the Association shall be September 1 to August 31.

ARTICLE VIII – EXPULSION OF MEMBERS

Section 1.

According to the procedures stated in the Constitution, the Executive Committee may suspend or expel any member for one or more of the following reasons:

- a. Non-payment of dues;
- b. Conviction of a felony;
- c. Actively engaging in, or actively supporting activities directed against the constitutional purposes of the Association to bring about changes in the Association by means other than those that are consistent with the Association's Constitution.

ARTICLE IX – AUTHORITY-PARLIAMENTARY PROCEDURE

Section 1.

Revised shall be the authority governing all matters of procedure not otherwise provided in this Constitution and Bylaws.

ARTICLE X – AMENDMENTS

Section 1.

Amendments to these Bylaws shall be made by a majority vote of the total membership of the Association in a secret ballot election.

Section 2.

Changes shall be proposed upon the initiative of the Executive Committee or upon presentation to the Executive Committee of a petition signed by 20% of the current membership. All proposed changes shall be submitted in writing to all members at least ten (10) days prior to election.

ARTICLE XI – DISSOLUTION OF ASSOCIATION

Section 1.

In the event of dissolution of this Association, all assets of this organization remaining after payment of all obligations shall be distributed to an existing Jackson Scholarship fund, provided that it is an entity recognized as exempt from federal taxation. In the event that the Scholarship Fund is not then recognized as tax exempt, such assets shall then pass to the Salvation Army provided that it is recognized as exempt from Federal taxation.

ARTICLE XII – ENABLING PROVISION

Section 1.

This Constitution and these Bylaws shall become effective following their adoption, and shall remain in effect until amended as herein provided.