11-MED-05-0780
08 28-02

STATE EMPLOYMENT
RELATIONS BOARD

2011 JUN 24 A 11:51

K 27339

AGREEMENT

between

**The Gallia-Jackson-Vinton
Joint Vocational School
Board of Education**

and

The Buckeye Hills Support Staff Association

**EFFECTIVE
June 30, 2011 – June 29, 2014**

40

INDEX

ARTICLE		PAGE
1	RECOGNITION	1
2	NEGOTIATIONS PROCEDURE	1
3	ASSOCIATION RIGHTS	4
4	GRIEVANCE PROCEDURE	8
5	NON-DISCRIMINATION	11
6	PERSONNEL FILES	11
7	LEAVES	12
8	PAY CHECKS AND DEDUCTIONS	18
9	JOB DESCRIPTIONS	19
10	INDIVIDUAL CONTRACTS	19
11	SEVERANCE PAY	20
12	SENIORITY	21
13	VACANCIES, REASSIGNMENTS, TRANSFERS	22
14	EVALUATION PROCEDURE	24
15	VACATIONS	24
16	HOLIDAYS	25
17	CALAMITY DAYS	26
18	TRAVEL REIMBURSEMENT	27
19	INSURANCES	27
20	WORK ENVIRONMENT	29
21	WORK DAY/WORK YEAR	30
22	REDUCTION IN FORCE	30
23	COMPENSATION	31
24	SERS PICK-UP UTILIZING THE SALARY REDUCTION	33
25	PROGRESSIVE DISCIPLINE	33
26	SUB-CONTRACTING	34
27	LABOR/MANAGEMENT COMMITTEE	34
28	DURATION	35
	MEMORANDUM OF UNDERSTANDING: JOB DESCRIPTIONS	36
	GRIEVANCE PROCEDURE FORM	37

ARTICLE 1
RECOGNITION

1.01 Recognition

The Gallia-Jackson-Vinton Joint Vocational Board, hereinafter referred to as the "Board", recognizes the Buckeye Hills Support Staff Association, OEA/NEA, hereinafter referred to as the "Association," as the sole and exclusive bargaining representative for the non-certificated employees defined in Section 1.02, Bargaining Unit, employed by the Board.

1.02 Bargaining Unit

Included: All full-time and regular part-time non-certificated employees, including secretaries, aides, custodians, food service and switchboard operator.

Excluded: All certificated personnel, substitutes, supervisory personnel, confidential and management employees including but not limited to the following: Superintendent, Directors, Supervisors, Treasurer, Assistant Treasurer, and Administrative Specialist to the Superintendent, and employees of agencies for whom the Gallia-Jackson-Vinton JVS Board serves as the fiscal agent.

1.03 Terms of Recognition

A. This recognition shall remain in effect for the length of this current Agreement and/or extension mutually agreed to by the Board and Association.

B. This exclusive recognition may be challenged in accordance with the provisions of Section 4117.07 of the Ohio Revised Code.

ARTICLE 2
NEGOTIATIONS PROCEDURE

2.01 SCOPE OF NEGOTIATIONS

The scope of bargaining shall include all matters pertaining to wages, hours or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement except as otherwise specified in Section 4117.08 (B) and (C) ORC.

2.02 REQUEST FOR MEETING

A. A request for a meeting to initiate negotiations shall be submitted in writing by the Association to the Board through the Superintendent.

B. A request for a meeting to initiate negotiations from the Board shall be submitted in writing by the Superintendent to the Association through the President.

C. Requests for negotiations may be submitted no earlier than ninety (90) days nor later than sixty (60) days before the expiration of the current Agreement unless otherwise agreed to by both parties.

D. A mutually convenient meeting date shall be set no later than fifteen (15) working days after the date of the request unless both parties agree to a later date. At this meeting date, each party shall submit a list of items to be negotiated.

2.03 NEGOTIATING TEAM

A. Each party may substitute one (1) member on the negotiating team after formal negotiations have begun, but in no event shall either team have more than four (4) members including a consultant.

B. Neither party shall attempt to influence or interfere with the selection of the other party's negotiating team.

C. Either team may call upon the use of consultants to assist in negotiations. Any expense incurred through the use of consultants shall be borne by the requesting party.

D. Each bargaining team shall be clothed with the authority to make proposals, counter proposals, and to arrive at a tentative agreement on all issues submitted for negotiation.

2.04 NEGOTIATION MEETINGS

A. Prior to and during the period of bargaining each party will provide the other, upon reasonable request, (ten (10) working days), relevant data and supporting information concerning the issues under consideration.

B. Until all items on the agenda have been negotiated to the satisfaction of both parties, each meeting shall include the establishment of an agreed upon time and place for the next meeting.

C. The negotiator for either group may caucus his/her group for independent discussions at any time. A caucus shall be no longer than thirty (30) minutes except by mutual agreement.

D. The negotiator for either group may call a recess when it appears that no more meaningful discussions can be accomplished. Such recesses should be of reasonable length, but in no event shall exceed five (5) working days unless by mutual agreement.

E. All releases to the news media during negotiations shall be mutually agreed upon before release. In the event an impasse occurs, each party may release information to the news media without the other party's consent.

2.05 NEGOTIATIONS

"Good Faith" bargaining requires that the Association and the Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to respond with a counter proposal or give reasons why the proposal is unacceptable. "Good Faith" requires both parties to recognize negotiations as a shared process and for the purpose of attaining mutual understanding provided, however, nothing herein requires either party to agree or make a concession.

2.06 AGREEMENT

When tentative agreement is reached on all issues, the tentative agreements shall be reduced to writing and initialed by the negotiator of each team. The total document shall be submitted to the Association for ratification and submitted to the Board for approval at its next regular or special meeting. Upon affirmative action by the Board and the Association, the terms of the Agreement shall become the Master Contract and both parties agree to abide by the terms and conditions thereof.

The Board and the Association shall share the cost of printing and providing copies of the Contract to all members of the bargaining unit, the administration, the members of the Board plus five (5) copies.

The Association shall be responsible for advising its members relative to the terms and conditions of the Contract.

The Agreement shall be signed by both parties and become a part of the official minutes of the Board.

2.07 DISAGREEMENT

A. In the event the parties are unable to reach agreement upon the expiration of the current contract, the expiration date of the contract may be extended by mutual consent. Either party may declare an impasse and request that all unresolved issues be submitted to mediation. Upon the receipt of a written request by either party that an impasse has been declared, within five (5) calendar days a joint request signed by the President of the Association, or his/her designee, and the Superintendent, or his/her designee, shall be submitted to the Federal Mediation and Conciliation Service to appoint a mediator to assist in the resolution of all remaining issues. In the event agreement is not reached through meditation within twenty-one (21) calendar days from the beginning of federal mediation and it appears no more meaningful discussions can be accomplished, the Association may initiate the provisions of Section 4117.14 (D-2) of ORC. The mediator has no authority to recommend or to bind either party to any agreements.

B. The cost of employing all mediation services shall be shared equally by the Association and the Board.

C. It is also agreed by the Association and the Board that the procedure outlined in this Agreement to negotiate and resolve disputes shall supersede all requirements established in Section 4117.14 of ORC.

2.08 IN-TERM BARGAINING

If during the life of this Agreement, in-term bargaining is mutually agreed upon, said bargaining procedures shall be in keeping with the procedures set forth in this Article.

ARTICLE 3
ASSOCIATION RIGHTS

Recognition of the Association as the sole and exclusive representative shall confer upon the Association the following exclusive rights:

3.01 The Association President shall have the right to visit schools during his/her lunch period and/or non-work time provided the Director of the building is notified in advance and such visits do not interfere with the assigned responsibilities of any staff member.

3.02 There will be no reprisals of any kind taken against any bargaining unit member by reason of his/her membership in the Association or participation in any of its activities.

3.03 The Association may be granted use of school facilities at no cost for meetings. Association meetings may not interfere with regularly scheduled school activities.

3.04 The Association may use designated space on bulletin boards in school offices and employee lounges for Association related communications and notices.

3.05 The Association may use the intra-school mail system and email system in the school's offices to distribute official Association bulletins, newsletters and other circulars. Reasonable use of printers (i.e. no mass print jobs, etc.) will be permitted.

3.06 The Superintendent shall notify the Association President, either verbally or in writing, at least twenty-four (24) hours prior to each scheduled Board meeting.

3.07 Prior to each regular or special Board meeting, the Board shall provide the Association with a copy of:

A) The Board Agenda;
B) The minutes of the prior regular meeting and of any special meeting within the prior thirty (30) days.

3.08 The Association President, or his/her designee, may be recognized by the Board President to address the Board for a specified period of time relative to any agenda item. The Association may be placed on the agenda for any Board meeting upon the request of the Association President. The request must be made at least forty-eight (48) hours prior to the scheduled meeting.

3.09 Upon request, the Treasurer shall make available to the President of the Association a copy of the following documents upon the approval of the Board:

A. Amended Certificate of Estimated Resources;
B. Temporary and Permanent Appropriations Resolutions;
C. SM-1 and SM-2;
D. Monthly Financial Statement of Receipts and Expenditures;
E. Salary Schedule;
F. Names and Assignments of Staff Members.

3.10 The Association may use school telephones, typewriters, ditto machines, mimeograph machines, copiers, and audio-visual equipment, provided they are not being used or are not required for any school business or activity.

3.11 The Association shall have the right to represent bargaining unit members in accordance with the specific provisions of this Agreement.

3.12 The Association shall be given a copy of all Board policies and procedures and all updates or revisions as they occur.

3.13 DUES DEDUCTIONS

Employees within the bargaining unit may sign and deliver to the Treasurer an authorization for deduction from their paycheck, membership dues and assessments of the Association and its affiliates. Such authorization shall continue in effect until such time said individual gives written notice to the Treasurer to discontinue such deductions or until employment with the Board terminates.

Authorizations to make such deductions must be filed with the Treasurer by September 30th in the year such deductions are to begin.

The Treasurer of the Association will notify the Treasurer of the Board in writing by September 30th of each year the amount to be deducted for Association membership dues in accordance with the employee authorization.

Deductions shall be made in twenty (20) equal installments beginning with the second (2nd) paycheck in October and continuing in equal amounts from each subsequent paycheck until all installments have been deducted. New members after September 30th shall have deductions made in equal installments to begin the following pay period after delivery of authorization card and conclude when all installments have been deducted.

All dues money shall be forwarded to the Local Association Treasurer on a monthly basis as stipulated by agreement between the Association and the Board Treasurer.

If any employee's employment is terminated before completing all dues payments authorized by him/her, the unpaid balance will be deducted from the final check received by the employee and will be remitted the same as a regular deduction.

3.14 FAIR SHARE FEE

A. In accordance with the provisions of Section 4117.09 (c) of the Ohio Revised Code, the Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Buckeye Hills Support Staff Association "fair share fee" for the Association's representation or such non-members during the term of this Agreement.

B. The Association shall provide reasonable notification to non-members of the "fair share fee" and their right to object to the amount of the fee prior to the deduction of this fee. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

The Association shall make available to any non-member so requesting the required financial disclosure upon which the "fair share fee" was determined.

C. The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09 (c) of the ORC and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the constitutions of the United States and the State of Ohio.

D. Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the "fair share fee" pursuant to the internal procedure adopted by the Association.

E. Notice of the amount of the annual "fair share fee" which shall not be more than 100 percent of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board by September 15th of each year during the term of this Agreement for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Ohio Education Association.

F. Payroll deductions of such "fair share fees" shall begin at the second (2nd) payroll period in January, except that no "fair share fee" deductions shall be made for bargaining unit members employed after October 31 until the member has been apprised of his/her rights under the Association's internal rebate procedure.

G. The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the "fair share fee" with respect to the former member, and the amount of the fee yet to be deducted shall be the annual "fair share fee" less the amount previously paid through payroll deduction.

H. The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such "fair share fee" deductions were made, the period covered, and the amounts deducted.

I. The Association shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Board for the purpose of complying with this Fair Share Fee Procedure.

J. The Association shall extend to the Board the right to designate its own counsel to assist in the defense in addition to allowing the Board the right to waive indemnification by the Association at any time and provide its own defense.

ARTICLE 4
GRIEVANCE PROCEDURE

4.01 DEFINITIONS

Grievance	An alleged violation, misinterpretation, or misapplication of any provision of the negotiated Agreement between the Board and the Association.
Grievant	An employee or group of employees in the bargaining unit alleging a grievance. A grievance alleged by a group shall have arisen out of and be confined to the same circumstances affecting each member of said group.
Day	A work day (Monday through Friday excluding weekends and holidays).
Immediate Supervisor	The lowest level administrator who has the authority to make a decision resolving the grievance.
Association Grievance	A grievance filed by the Association alleging the violation, misinterpretation or misapplication of an Association Right provided for in this Agreement.

4.02 INFORMAL

Members of the bargaining unit who have a grievance shall, within fifteen (15) days of the infraction, or fifteen (15) days from when the member(s) should have known that an infraction had occurred, discuss the infraction with his/her immediate supervisor in an attempt to resolve the matter informally.

4.03 FORMAL IN WRITING

A. The written grievance used in the formal levels of this procedure shall state: 1) the specific contract provision(s) alleged to be violated, misapplied, or misinterpreted; 2) a brief description of the grievance and the time, place, and date it occurred; 3) the relief sought; and 4) the date of submittal; and 5) the signature(s) of the aggrieved.

B. Upon request the Association may assist and represent any member of the bargaining unit in preparing the proper information necessary to

expedite the procedure.

C. Time lines given shall be considered as maximum unless otherwise extended by mutual agreement by the parties involved.

D. Failure of the aggrieved to proceed within the specified time limits to the next level of the procedure shall mean the grievance has been resolved by the recommendations stated in the previous level.

E. Failure of the Administration to respond in the time limits stated shall mean that the grievance shall move to the next level of the procedure.

F. A grievance may be initiated at Step II when it has been determined by the member's immediate supervisor that the subject is not within his/her realm of responsibility.

G. Nothing contained in this procedure shall be construed as limiting the individual rights of a member having a complaint or problem to discuss the matter informally with members of the Administration through normal channels of communication.

H. No reprisals shall be made against any party involved in the use of this grievance procedure.

I. A grievance may be withdrawn at any level without prejudice.

J. During the terms of this Agreement, no grievant may be represented by any Organization other than the Buckeye Hills Support Staff Association in the grievance procedure initiated pursuant to this procedure.

4.04 GRIEVANCE PROCEDURE

Within fifteen (15) days from the date the grievant knew of the event(s) giving rise to an alleged grievance, the grievant shall request an informal meeting with his/her immediate supervisor for the purpose of attempting to resolve the matter. Failure to act within fifteen (15) days shall preempt the filing of a grievance in that particular case.

STEP I

If the problem is not resolved as a result of the informal discussion, the grievant shall, within five (5) days after such discussion, submit the grievance on the appropriate form to his/her immediate supervisor. A meeting shall be mutually arranged between the grievant and the supervisor within three (3) days of submittal. Within three (3) days after the meeting, the supervisor shall provide the grievant a written disposition on the grievance.

STEP II

If the grievant is not satisfied with the disposition at Step I, he/she shall within five (5) days of receipt of the supervisor's disposition submit the grievance on the appropriate form to the local Superintendent. A meeting shall be mutually arranged within five (5) days after submittal. Within five (5) days after the meeting, the local Superintendent shall provide the grievant and the Association President a written disposition on the grievance.

STEP III

If the grievant is not satisfied with the disposition at Step II, he/she shall within five (5) days submit the grievance on the appropriate form to the Board of Education through the Superintendent. The local Superintendent shall arrange for the aggrieved to meet with the Board of Education in Executive Session at its next regular meeting to review the alleged grievance. The Board shall provide the grievant and the Association President a written disposition on the alleged grievance within twenty (20) days.

STEP IV

If the grievant is not satisfied with the disposition at Step III, he/she shall within five (5) days submit a written request to the local Superintendent to appeal the alleged grievance to arbitration. Upon receipt of the request to submit the alleged grievance to arbitration, a joint request shall be filed by the president of the Association, or his/her designee, and the local Superintendent, or his/her designee, to the American Arbitration Association to appoint an arbitrator. Said arbitration shall be conducted in accordance with the voluntary rules and regulations established by the American Arbitration Association governing said arbitrations procedures.

The arbitrator shall have no power to add to, subtract from, or modify the provisions of this Agreement. The arbitrator shall expressly confine himself/ herself to the specific issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinions which are not directly essential to rendering a decision.

The arbitrator shall not substitute his/her judgment for that of the Administration involving employee discipline, assignment and transfer, and evaluation.

The decision of the arbitrator shall be final and binding on both parties.

The fees and expenses of the arbitrator including any required transcripts of the arbitration hearing shall be shared equally by the Board and the Association.

ARTICLE 5
NON-DISCRIMINATION

5.01 Neither the Association nor the Board shall discriminate against any bargaining unit member because of his or her membership or non-membership in the Association or because of his/her exercise or refusal to exercise any rights afforded by law or this Agreement.

5.02 Neither the Association nor the Board shall discriminate against any bargaining unit member in violation of either the Ohio or Federal Civil Rights Laws which govern the conduct of both parties and which supersede any provision to the contrary in this Agreement.

ARTICLE 6
PERSONNEL FILES

6.01 A personnel file of all members of the bargaining unit shall be maintained in the office of the Board of Education. This shall be considered a confidential file and the only official file of recorded information of members maintained by the Board and administration.

6.02 Individual members shall have access to their personnel file upon request to the Superintendent and/or his/her designee at a time that is mutually convenient and does not interfere with the member's regularly assigned duties. The member may be accompanied by another individual of his/her choice.

6.03 Those authorized to use files of members shall be limited to the Superintendent, Building Director, Treasurer of the Board and Supervisors directly responsible in directing the professional services of the member.

Requests for personnel records by persons other than those authorized above will be governed by the provisions of Section 149.43 of the Ohio Revised Code. A member shall be notified verbally within twenty-four (24) hours of any person(s) other than authorized school personnel requesting to see a member's personnel file.

6.04 Items that may be maintained in the personnel file of members of the bargaining unit shall include but not be limited to:

A. Official Transcripts of School Work;
B. Copy(ies) of all Required Certification or Licensing;
C. Copy of Military Service Record;
D. Copies of Evaluations;
E. Copies of Conference Reports;
F. Record of Employment;
G. Copies of Contracts of Employment.

6.05 All entries to a member's personnel file shall be signed and dated by the authorized official making the entry except entries made by the Treasurer involving salary and fringe benefit records. A copy of all materials placed in the file will be sent to the member except the items contained in 6.04 A-G.

6.06 Any materials entered into a unit member's file may be grieved as to the accuracy, relevancy, timeliness or completeness of such material. If the material is found to lack in any of the aforementioned it shall be removed from the member's personnel file.

6.07 A member shall have the right to contest, in writing, any written evaluation or other material in his/her file that he/she believes to be incorrect or incomplete. Said response shall become a part of the file only if the member submits the response within thirty (30) days from the time the member knew that the disputed information was in his/her personnel file.

6.08 A member may receive one (1) copy of any item in his/her file at no cost. A charge of 10 cents will be paid for any additional copies.

ARTICLE 7
LEAVES

7.01 SICK LEAVE

A. Sick Leave Accumulation

1. Each full-time bargaining unit member shall receive one and one-quarter (1-1/4) days of paid sick leave per month for twelve (12) months for a total of fifteen (15) days per year. Part-time members are entitled to sick leave for the time actually worked at the same rate allowed for full-time members. Unused sick leave shall be accumulated to a maximum of 240 working days.

2. A new employee with accumulated sick leave from another public agency shall have placed to his/her credit upon written application and proof of such to the Board Treasurer, all sick leave accumulated with a previous public employer not to exceed 240 working days, provided, however, that such re-employment takes place within ten (10) years of the date of the employee's last termination from such public service.

B. Sick Leave Usage

1. Members may use sick leave for:

a. Personal illness, pregnancy, disability certified by the

member's attending physician, or injury;

b. Exposure to communicable/contagious disease;

c. Illness or injury in the member's immediate family as defined in B2;

d. Death in the member's immediate family not to exceed five (5) days. Additional days may be approved upon request to the Superintendent.

2. For absences covered by sick leave, the immediate family of a member is defined to mean father, mother, spouse, son, daughter, step children, sister, brother or individual residing in the home who is under the guardianship of the member, or other family members with the Superintendent's approval.

3. Upon return from sick leave, all bargaining unit members shall be required to fill out the Board prescribed form. If medical attention was required, the member shall state the name and address of the attending physician and date(s) on which the physician was consulted. Unlawful use of sick leave shall subject the member to appropriate disciplinary action by the Board up to and including termination.

4. All bargaining unit members who have advanced knowledge that they will need to use their accumulated sick leave on an extended basis, whether for a scheduled operation or non-emergency pregnancy, shall give the administration as much advance notice as possible. In the case of non-emergency, normal pregnancy or scheduled operation, bargaining unit members shall give the administration at least thirty (30) days notice if possible. The unit members shall provide to the Superintendent a statement by the attending physician as to the estimated length of absence. In the case of unforeseen illness or disability, it is recognized that such advance notice may not always be possible.

5. Sick leave shall be charged off as it occurs.

C. Sick Leave Notification

All bargaining unit members shall notify their immediate supervisors or their designees of the need to use sick leave at least one (1) hour prior to their scheduled reporting time, except in the case of emergency. All bargaining unit members shall be notified by September 1 of the designee to whom they should report any absence.

If a member is unable to return to his/her duties the following work day, he/she shall notify their immediate supervisor prior to 4:00 p.m.

Applications for the use of sick leave are to be submitted to the member's immediate supervisor within three (3) working days after returning from sick leave.

7.02 ASSAULT LEAVE

Any member of the bargaining unit who is absent due to physical disability resulting from an assault while performing his/her assigned responsibilities, shall, upon written request, be granted a leave of absence with full pay and benefits for the period of time certified by the member's physician to a maximum of fifteen (15) days. Assault leave shall not be deducted from sick leave. Members eligible for assault leave shall apply for Workman's Compensation. All proceeds received by the member from Workman's Compensation for reimbursement for the loss of pay due to the assault shall be given to the Treasurer of the Board.

Members eligible to receive assault leave due to the certification by their physician shall file charges against the party or parties responsible for the assault. Members failing to do so shall have their absence from duty due to the alleged assault deducted from sick leave except with the approval of the Superintendent.

7.03 PERSONAL LEAVE

A. Bargaining unit members may be granted three (3) personal days for the purpose of conducting necessary or urgent personal business which cannot be conducted outside the regular working hours of the employee. Personal leave shall not be used for rest, recreation, vacation or for seeking or engaging in gainful employment or leave which would otherwise be available through sick leave. Personal leave may not be taken the day before or after a holiday or vacation except in cases of an emergency. One (1) day (unrestricted day) shall be granted without the restrictions listed above regarding the reason for use and time period of use.

B. Requests for personal leave shall be submitted to the Superintendent on the approved request form stating the reason for the request, at least three (3) days prior to the date the requested leave is to be taken except in the case of an emergency. In cases of emergency, the member shall notify the Superintendent or his/her designee by telephone at his/her earliest convenience apprising him/her of the nature of the emergency. Upon the member's return, he/she shall submit the personal leave request form to the Superintendent within three (3) days relating the circumstances surrounding the emergency.

C. No more than one (1) employee in each classification may be approved for personal leave on the same day except on an emergency basis.

D. Personal leave may be taken in one-half (1/2) hour increments and shall not be cumulative from year to year.

E. Members unlawfully using personal leave shall be subject to the appropriate disciplinary action by the Board up to and including termination.

F. Unused personal leave days will be converted to sick leave days at the end of each work year.

7.04 MILITARY LEAVE

Any bargaining unit member shall be granted a leave of absence to be inducted or otherwise enter military duty in accordance with the provisions of law. Any bargaining unit member shall be granted military leave in accordance with Section 3319.14 and 5923.5 ORC.

7.05 JURY DUTY/COURT LEAVE

A bargaining unit member who is summoned for jury duty or who is subpoenaed to appear before a court or agency as a witness or party in a criminal or civil proceeding dealing with a work-related incident shall be granted all necessary leave. After absence for such duty, either reporting or serving, the bargaining unit member shall return payment for services rendered to the Board Treasurer and at the next regular pay period receive full payment of his/her regular salary from the Board for the day or days of absence for this purpose. Payments not turned in for days absent will cause a deduction of pay for those days.

7.06 PROFESSIONAL LEAVE

A. Any inservice and/or workshop for which a bargaining unit member is required to attend by his/her immediate supervisor shall be considered a duty day or portion thereof for which the member shall be paid.

B. Members may be granted release time to attend a workshop, conference, or inservice meeting. All requests for attendance shall be submitted to the Superintendent for approval.

C. A member must request professional leave at least five (5) work days in advance of the leave day(s). If professional leave is denied, the Superintendent shall give written reasons for such denial.

D. Travel, hotel, meals and registration expenses incurred during such released time will be reimbursed as follows:

1. Transportation: Actual cost of ticket for airplane, train, etc. plus tax. Travel in privately owned automobile shall be reimbursed throughout the fiscal year at the IRS adopted rate per mile in effect at the time of the travel but may not exceed the cost of air travel.

2. Meals: One day meetings or partial days will be pro-rated as follows: Breakfast: $7.00, Lunch: $8.00, Dinner: $15.00. Meetings of more than one day: In the event that overnight stay is required, reimbursement for meals shall not exceed thirty dollars ($30.00) per day.

3. Lodging: Actual cost per night not to exceed $75.00. When an Administrator requires attendance at Conference, the board shall pay the actual cost of lodging at the conference. Individuals are expected to share rooms whenever possible.

4. Registration: Actual cost excluding cost of membership in the organization.

5. Tips and Gratuity: Not included.

6. Parking: Actual cost of parking or transportation to and from meeting.

7. Receipts: Proper receipts must be submitted with all requests for reimbursement.

8. Reimbursement: Appropriate travel forms shall be submitted by the end of each month to the Treasurer's office in order for the member to be paid on or before the fifteenth (15th) of the following month. Travel forms not submitted on a timely basis shall result in the loss of reimbursement.

7.07 CHILD REARING LEAVE

A. An unpaid child rearing leave of absence may be granted to the bargaining unit member who is a parent of a newborn if he/she has been employed within the district for at least one (1) year.

B. A member requesting such leave must elect to take the leave for the remainder of the school year.

C. Such leave must be requested in writing sixty (60) days prior to commencement of the leave and must state that the request is for leave

through the end of the school year.

7.08 ADOPTION LEAVE

A. An unpaid adoption leave of absence may be granted to the bargaining unit member who is the parent of an adopted child who is under school age if such individual has been employed within the district for at least one (1) year.

B. Such leave must be requested in writing sixty (60) days prior to commencement of the leave and must state that the request is for leave through the end of the school year. However, a shorter period of notification is permissible in urgent situations where to wait out the required notice period would result in denial of the adoption.

C. The term "under school age" as used in this Article means below first grade.

7.09 UNPAID LEAVE OF ABSENCE

A. Leave of absence for bargaining unit members may be applied for by filing with the Superintendent a letter stating the purpose, period of time involved, and a signed statement regarding the need for said leave.

B. Upon return from leave of a year's duration, said person shall be entitled to resume his/her duties as previously employed, if such duties still exist.

C. A person requesting a leave of absence may request that his/her insurance policies be maintained at his/her expense.

D. If leave is denied, the Superintendent shall give written reasons for his/her or the Board's denial.

7.10 ASSOCIATION LEAVE

The Board agrees to grant the Association five (5) member days to attend Association meetings. The Board shall provide the substitute, if needed, and the Association shall pay all expenses of the member(s) attending the meetings.

7.11 BEREAVEMENT LEAVE

One (1) day of Bereavement Leave per year deducted from the unit member's sick leave accumulation for the funeral of a grandparent, aunt, uncle, other blood relative not defined as immediate family in the sick leave provision, or other individuals with the Superintendent's approval.

7.12 PERFECT ATTENDANCE

Bargaining unit members with perfect attendance for the period from January 1 through June 30 each year will receive a $150 attendance bonus. Members with perfect attendance for the period from July 1 through December 31 each year will receive a $150 attendance bonus. Each day of absence will result in $60 being deducted from the bonus for that period. Partial days of absence will result in a prorated deduction from the bonus. Jury, Association or Professional Leave or Vacation will not be considered an absence for the purpose of this bonus calculation.

ARTICLE 8
PAY CHECKS AND DEDUCTIONS

8.01 All bargaining unit members contract year shall begin July 1 of each year. All salary increases shall become effective on July 1st annually.

8.02 The Board agrees to pay Buckeye Hills Support Staff members in twenty-six (26) equal pay periods over a twelve (12) month period. A memorandum will be sent to each staff member at the beginning of each school year providing information on pay periods.

The first pay day of each year shall be determined by the Treasurer in keeping with the requirements of the Auditor of State and the Ohio Revised Code.

In the event the scheduled pay day falls on a day that is not a scheduled work day, employees will be paid on their last day worked prior to the pay day.

8.03 Bargaining unit members working evening shifts (12-8; 3-11; and 11-7) shall be paid the day before the scheduled pay day and/or the day before the last working day prior to the pay day should the regularly scheduled pay day fall on a day they are not scheduled to work.

8.04 Members working less than a twelve (12) month work year may exercise one (1) of the following options in receiving their paychecks during the summer.

A. Notify the Treasurer's office by May 31st that the paycheck is to be mailed to the address provided.

or

B. Notify the Treasurer's office by May 31st that the paycheck will be picked up during regular business hours.

8.05 Upon proper notification to the Treasurer's office, the Treasurer shall make payroll deductions for the following programs:

A. Association Dues;
B. Annuities; and,
C. Cancer Insurance.

8.06 Upon the application of five (5) employees of the Gallia-Jackson-Vinton JVS desiring to participate in the same insurance, credit union, and/or annuity program, the Treasurer shall deduct from the member's paycheck payment to said program(s) in the amount(s) specified in the contract between the member and the companies involved. The Treasurer shall forward all such deductions in accordance with the contract requirements.

8.07 Employees shall receive separate paycheck for duties performed under a supplemental contract.

Approved retroactive pay shall be paid in a separate paycheck.

8.08 Payroll Direct Deposit Option

Members may choose to receive their checks by direct deposit but must remain on direct deposit for one (1) year, except in case of an emergency.

ARTICLE 9
JOB DESCRIPTIONS

9.01 The Board shall develop written job descriptions for all bargaining unit positions outlining the duties and responsibilities of each job classification. If the Board desires to change a member's job description after his/her employment and if such changes would impact upon the member's term or condition of employment, said change(s) in the member's term or conditions of employment shall be subject to negotiations.

9.02 Each member of the bargaining unit shall be provided a copy of his/her job description.

9.03 The Association President shall be given one (1) copy of each classification job description.

ARTICLE 10
INDIVIDUAL CONTRACTS

10.01 Bargaining unit members shall be issued written contracts in accordance with the provisions of Section 3319.081 of the Ohio Revised Code.

10.02 The Board shall give written notice of its intent not to reemploy a bargaining unit member on or before June 1st of the year his/her contract expires. Said notice shall state the reasons for the nonrenewal.

10.03 Individual contracts issued to unit members shall state the following:

A. The number of days in the member's work year;
B. The number of hours in the member's work day;
C. The member's classification and step on the salary schedule;
D. The salary to be paid the member; and
E. The term of the contract (Limited or Continuing).

10.04 Persons employed by the Board pending a satisfactory Criminal Records check and which Criminal Records check proves to be in violation of the requirements of Section 3319.11 of the Ohio Revised Code shall be immediately terminated by the Board without appeal and shall not be grievable.

ARTICLE 11
SEVERANCE PAY

11.01 All bargaining unit members who provide written notification of School Employee Retirement System (SERS) retirement eligibility to the Board Treasurer within ninety (90) days of actual retirement from the Gallia-Jackson-Vinton Joint Vocational School District and who have worked in the District for at least ten (10) continuous years will be paid retirement severance. Such retirement severance will be paid at the bargaining unit member's per diem rate of the annual salary excluding supplemental contract pay at the time of retirement.

11.02 Eligible bargaining unit members may receive a severance pay equal to 25% of their unused sick leave days to a maximum of sixty (60) days under the conditions herein specified:

A. Retire from the school system by submitting a written statement of retirement notice to the Board.

B. Express his/her intention to retire on or before his/her last day of service.

C. Provide the Treasurer of the Board evidence from the School Employee Retirement System (SERS) that verifies the employee's eligibility for retirement benefits as of the last day of employment.

D. Has served ten (10) or more continuous years of active service in the district.

E. Has an effective SERS retirement date no later than ninety (90) calendar days after the final day of service with the Board.

F. Submits to the Treasurer within ninety (90) days evidence that the above requirements have been met together with a written request for payment. Failure to request payment within the ninety (90) day period may waive

the employee's right to severance pay.

G. An employee may receive severance pay only once.

In addition, employees with the following years of service in the Gallia-Jackson-Vinton JVS District shall receive:

15 years – 1 additional day
20 years – 1 additional day
25 years – 1 additional day
30 years – 1 additional day

11.03 The bargaining unit member shall have the option of receiving severance in one of the following ways:

A. One (1) lump sum upon documented evidence of retirement.

B. One (1) lump sum in January of the succeeding calendar year.

In the event a member is qualified to receive severance by virtue of retirement and the member dies prior to receiving his/her severance, then the severance shall be paid to the employee's estate.

11.04 Payment of severance pay shall eliminate all obligations of the employer at the time of retirement from any further retirement payment or restoration of unused sick leave.

ARTICLE 12
SENIORITY

12.01 Seniority shall be defined as the length of continuous employment in the Gallia-Jackson-Vinton Joint Vocational School District.

A. Seniority shall begin to accrue from the first day worked.

B. Seniority shall accrue for all time a member is on active pay status or on approved leave.

C. Time spent on inactive pay status (unpaid leave or lay-off) or in a non-bargaining unit position, shall not contribute to the accrual of seniority but shall not constitute a break in seniority.

12.02 A tie in seniority shall occur when two (2) or more bargaining unit members have the same amount of seniority credit as determined by the seniority list.

Ties shall be broken by the following method to determine the most senior employee:

1. The employee with the first day worked; then
2. the employee with the earliest date of hire; then
3. by lottery, with the most senior employee being the one whose name is drawn first, etc.

12.03 Seniority shall be lost when a member retires or resigns; or otherwise leaves the employment of the Board.

12.04 The Board shall create a district-wide seniority list of all bargaining unit members. The seniority list shall be sent to the Association President by October 1st of each work year.
The seniority list shall contain the following information:

A. Employees names in decreasing order of seniority,
B. First day worked;
C. Hire date;
D. Contract Status (1 year, 2 year or continuing);
E. Job Classification.

12.05 Each member shall have a period of fifteen (15) days after posting of the seniority lists in which to advise the employer in writing of any inaccuracies which affect his/her seniority. The employer shall investigate all reported inaccuracies and make such adjustments as may be in order and post the updated list immediately.

ARTICLE 13
VACANCIES, REASSIGNMENTS AND TRANSFERS

13.01 Whenever a vacancy or the creation of a new position occurs, it shall be posted for a period of five (5) working days in each work location prior to filling said position. Qualified employees shall apply, in writing, to the Superintendent within the time limitation established in the posted notice.

13.02 If, in the judgment of the Superintendent, two (2) or more members who apply are equally qualified for the position, the member with the greatest seniority in the District shall be appointed. Seniority shall be determined in accordance with Article 12 of this Agreement.

13.03 A notice of all vacancies and/or newly created positions which become available during the months of June, July and August shall be sent to the Association President and to those members who have placed on file with the Superintendent a written request to be notified. It shall be the responsibility of the member to file with the Superintendent the address at which he/she may be

reached during the summer months. Members interested in the vacancy and/or newly created position must notify the Superintendent within seven (7) days of the date the notice was posted.

13.04 A member may apply for a vacancy or newly created position within the same classification in which he/she is employed.

13.05 Members desiring to change classifications must possess the qualifications and/or work experience required in the specific classification and job description for which he/she is applying. This determination shall be made by the Superintendent.

13.06 Any member temporarily transferred to a higher classification will be paid at the base rate of the higher classification if higher than the member's regular rate of pay. Members will receive regular rate of pay if temporarily transferred to a lower paying classification.

13.07 Any member transferring to a different classification with a higher rate of pay may transfer a maximum of two (2) years of experience for salary purposes.

13.08 Any member transferring to a different classification with a lower rate of pay may transfer his/her total years of experience for salary purposes.

13.09 Nothing contained herein shall deny or interfere with the right of the Superintendent to assign staff in accordance with the provisions of Section 3319.01 and 4117.08 (C) ORC.

13.10 Educational Aides, excluding E.D. and Media Center, will be rotated each year among the various work schedules and teacher assignments. Under extenuating circumstances, the Supervisor, with the Director's approval, may alter the established rotation when necessary to best serve the needs of the students and staff.

13.11 Members may transfer from one shift to another in the same classification on the basis of seniority provided the member is qualified to perform the job function of the position as determined by the Superintendent.

13.12 In accordance with the provisions of the Americans with Disabilities Act, the Superintendent shall strive to "reasonably accommodate" the employment of disabled members of the bargaining unit provided said accommodations does not cause an undue hardship on the Board of Education nor result in the RIF'ing of a member of the bargaining unit. In effecting said accommodation, the posting and assignment procedures provided for in this Article shall not apply.

ARTICLE 14
EVALUATION PROCEDURE

14.01 Each employee shall be evaluated annually by the local Superintendent and/or his/her designated representative. A conference shall be held within ten (10) working days to review the evaluation. After review, the employee and the evaluator shall sign the evaluation. The employee's signature indicates review only and does not necessarily mean he/she agrees with the contents of the evaluation.

14.02 Each evaluation shall be placed in the employee's personnel file. An employee may submit written comments to be attached to each evaluation within five (5) days of receipt.

14.03 Each employee shall receive a copy of the written evaluation at the time the evaluation conference is held.

ARTICLE 15
VACATIONS

15.01 Members employed twelve (12) months per year (260 days) shall be granted vacation as follows:

Years of Service	Vacation Days
1 through 8 continuous years	10 days
9 through 15 continuous years	15 days
16 through 20 continuous years	20 days
Over 20 continuous years	25 days

15.02 Eligible members of the bargaining unit must be employed one (1) year on a continuous basis (260 days) before earning the above vacation days.

Nine-month employees transferred to a twelve-month position shall be credited with one-fourth (1/4) of his/her years of service in the nine-month position for vacation purposes.

15.03 Eligible members shall submit a request for vacation to the Superintendent for approval at least three (3) weeks prior to the desired date requested for vacation to begin. Conflicts relative to vacation dates shall be determined by seniority.

15.04 Vacation may be taken while regular school is in session.

15.05 Vacation days must be taken within two (2) years of the time earned.

15.06 Carry over vacation and the prorated portion earned but not taken the current year, upon separation from employment, will be paid at the member's daily rate of pay at the time of separation.

15.07 In case of the death of a bargaining unit member all accrued and unused vacation leave and prorated portion for the current year shall be paid to his/her beneficiary and/or estate.

ARTICLE 16
HOLIDAYS

16.01 Employees employed 182 (190) days shall be paid the following holidays:

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

16.02 Employees employed 190 (199) and 203 (212) days will be paid the following holidays:

Labor Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day
Day before or Day after Christmas Day
New Year's Day
Martin Luther King Day
President's Day
Memorial Day

16.03 Employees employed 260 days shall be paid the following holidays:

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
Independence Day (July 4th)
Labor Day
Thanksgiving Day
Friday after Thanksgiving

Christmas Day
Day Before or Day after Christmas
New Year's Eve Day

16.04 In order to be eligible for holiday pay, the member must have accrued earnings on the day preceding and the day following the holiday or was properly excused by the Superintendent.

16.05 If a legal holiday falls on a Saturday, the day observed by the members will be the preceding Friday. If a legal holiday falls on a Sunday, the day observed by the members will be the following Monday.

16.06 Members required to work on a paid legal holiday will be paid at one and one half (1 1/2) times their regular hourly rate regardless of the number of hours worked.

ARTICLE 17
CALAMITY DAYS

17.01 Members reporting to work during calamity days shall receive one half (1/2) day of compensatory time for each calamity day or portion thereof worked. Such compensatory time must be taken before July 1st after the following school year on days the high school is not scheduled to be in session. The maximum number of days a member will receive compensatory time shall be five (5) days.

17.02 The following members shall report to work on calamity days:

A. Custodians
B. Secretaries
C. Warehouse Clerk
D. Switchboard Operator

17.03 It shall be the responsibility of the Superintendent or his/her designee to notify those members expected to work in the event they need not report for work on a calamity day.

17.04 A calamity day shall be defined as a day when the Board, or its designated representative, determines it is necessary to close any or all of the schools in the District for a reason beyond their control.

The three (3) schools in the District are:

Buckeye Hills Secondary School
Buckeye Hills Adult School
Buckeye Hills School of Nursing

All members are subject to call for duty on days their particular schools are closed.

All members shall be expected to report for duty without additional compensation for all calamity days the District may be required to make up by the State Superintendent of Public Instruction of his/her designee.

ARTICLE 18
TRAVEL REIMBURSEMENT

18.01 Bargaining unit members using their own automobiles while on authorized school business will be reimbursed at the IRS adopted rate per mile in effect at the time of the travel.

18.02 Members must complete a Board approved Mileage Reimbursement Form and submit it to the Board Treasurer by the end of the month to be reimbursed by the 15th of the following month. Travel forms not timely submitted shall result in the loss of reimbursement for that month.

ARTICLE 19
INSURANCES

19.01 Hospitalization-Major Medical-Prescription Drug

The Board will pay 100% of all premium costs frozen at the 2010-2011 plan costs for both single and family hospital, surgical, major medical and prescription drug insurances. The Board's contribution towards the coverage plan will not increase throughout the duration of the agreement. At insurance renewal time or when changes to the plan are otherwise required, a committee consisting of two members each representing the BHTA, the BHSS, and the Administration will be formed to recommend to the Board adjustments to the schedule of benefits or otherwise change the plan and/or insurance carrier to achieve the desired coverage levels. Such changes shall not increase the Board's maximum risk assumed under the MAX105 reimbursement program. Any increase in premium costs generated by the plan selected at renewal will be paid by the members.

Should the committee be unable to make a recommendation for the Board to act upon, then the Board will select a coverage level to provide insurance for all bargaining unit members. Any increase in premium costs generated by the plan selected by the Board at renewal will be paid by the members.

The Board may select the type of plan (i.e. single, family, employee/spouse, etc.) that the Board deems the most cost-effective under which to provide coverage to the members. Members shall execute and submit the necessary documents to implement the coverage plan selected by the Board or shall risk

the loss of insurance coverage. Nothing in this section is to be interpreted in such a way as to deny Board health insurance coverage to any otherwise qualified family member.

Members enrolled in the Health Insurance plan (excludes opt outs) will receive an annual stipend as follows:

2011-2012 $1,000 Family, $660 E/S or E/C, $330 Single
2012-2013 $1,000 Family, $660 E/S or E/C, $330 Single
2013-2014 $1,000 Family, $660 E/S or E/C, $330 Single

19.02 Life Insurance

The Board will provide life insurance in the amount of $20,000 for the term of this Agreement.

19.03 Dental Insurance

The employee may participate in a dental insurance plan already implemented by the Board for teaching personnel by paying the full monthly premium through payroll deduction provided the carrier approves. In order for this provision to be applicable, a minimum of five (5) bargaining unit members (or such participation cut-off that is determined by the carrier) must sign up for this coverage.

19.04 Health Insurance Opt-Out Incentive Plan

A. Eligible Participants:

Full time bargaining unit members who are currently insured under the health insurance plan provided in this Agreement, and who may be insured under another health insurance plan, may elect to opt-out of the Board-approved health insurance plan by completing the Application For Participation in Health Insurance Conservation Incentive Plan.

B. Opt-Out Benefits:

Each eligible bargaining unit member electing to opt-out of the Board-approved health insurance plan shall receive an incentive payment equal to fifty percent (50%) of the amount which the Board would have been required to contribute to that member's health insurance premium payment had the member continued to subscribe to that coverage. Such incentive payment shall be paid annually.

C. Involuntary Changes in Insured Status:

Any eligible bargaining unit member who elected to opt-out of the health

insurance plan provided by this Agreement who involuntarily loses other insurance coverage through the unemployment of spouse, death of spouse, or divorce from spouse will be permitted to re-enroll in the Board-approved health insurance plan(s). Notice of intent to enroll will be provided the Treasurer not later than the third Monday of the month following a qualifying event with coverage to be effective the first day of the following month.

D. Voluntary Changes in Insured Status:

Subject to the provisions of paragraph C above, any bargaining unit member who elected to opt-out of the Board-approved health insurance plan(s) provided in this Agreement may enroll in the Board-approved health insurance plan(s) during the next annual open enrollment period. Any such member shall notify the Treasurer that he/she intends to re-enroll in the Board-approved health insurance plan(s).

E. Reimbursement Date:

Eligible members opting-out of the health insurance plan provided in this Agreement shall be reimbursed in accordance with the provisions of paragraph B above in a lump sum payment the second pay of June.

ARTICLE 20
WORK ENVIRONMENT

20.01 The Board shall comply with all required health and safety rules and regulations governing the maintenance and operation of the school buildings.

20.02 Bargaining unit members shall be responsible for reporting unsafe equipment and/or conditions to their supervisors.

A. The supervisor shall assess the situation and take the appropriate steps to correct the matter.

B. Should the member not be satisfied with the decision of the supervisor, the member and supervisor shall request a conference with the Director.

C. The decision of the Director may be appealed to the Superintendent for final disposition.

20.03 Bargaining unit members may be required to submit to post accident drug and alcohol testing as provided by ORC 4123.54 and the rebuttable presumption law (HB 223) which may cause a Worker's Compensation claim to be disallowed if the worker tests above the established limits for drugs or alcohol. Claims may also be disallowed if the worker refuses to submit to testing.

ARTICLE 21
WORK DAY / WORK YEAR

21.01 Full time members of the bargaining unit shall work eight (8) hours per day (excluding teacher aides, six (6) hours; head cooks, six and one-half (6 1/2) hours; and cooks, six (6) hours) including a one-half (1/2) hour duty free paid lunch during which time unit members shall be permitted to leave the school premises.

21.02 The work week shall begin at 12:01 A.M. Monday and end 12:00 midnight Saturday excluding security personnel.

21.03 Attendance at the Lawn and Garden Show shall be voluntary. Members, other than twelve month employees, completing one full EXPO shift (5 hours) will be permitted to leave at least one-half of their workday early on their last scheduled workday each year. Twelve month employees completing one full EXPO day shift (5 hours) will have one-half day added to their current year's calamity time.

21.04 Each employee shall be entitled to two (2) fifteen (15) minute breaks per day, mutually scheduled with the employee and his/her teacher/supervisor.

ARTICLE 22
REDUCTION IN FORCE

22.01 Whenever it becomes necessary to reduce the number of employees within a classification due to lack of funds, the lack of work, or the abolition of a position or classification, the layoffs shall be conducted as follows:

22.02 The employee with the least seniority in the classification shall be laid off first.

22.03 Any employee so laid off in one classification may displace the least senior member of another classification providing the laid off employee has more seniority than the displaced employee and the laid off employee is qualified in the position of the employee being displaced.

A school support employee may not displace a certificated employee.

22.04 All laid off employees shall maintain recall rights for a period of twenty-four (24) months.

22.05 During the period of layoff no one will be hired or promoted into a classification until all laid off employees in that classification or qualified for that classification are reinstated or decline the position when it is offered. It shall be the responsibility of all laid off employees to keep the local Superintendent informed of their telephone number and address where they may be reached. Failure of an employee to respond to a registered letter within five (5) days after posting by

the local Superintendent shall be considered a decline of that position.

22.06 Should transfer be necessary as the result of a layoff, members of the bargaining unit may submit a letter to the local Superintendent requesting consideration for the transfer.

22.07 Laid off employees shall be granted the right to carry the employee insurance program made available to members of the bargaining unit by the Board for a period of eighteen (18) months by paying the total monthly cost to the Treasurer on the date specified by the Treasurer. The right shall be dependent upon the approval of each insurance carrier.

ARTICLE 23
COMPENSATION

23.01 Members shall be eligible for overtime pay as follows:

A. Overtime shall be paid at the rate of one and one-half (1 1/2) times the hourly rate of pay for all hours worked in excess of forty (40) hours per week. Any work performed on Sunday, except those members of the bargaining unit in which Sunday may be included in their regular work week, shall be paid at the rate of two (2) times their hourly rate for all hours authorized to be worked.

B. Absences from duty due to a member taking an approved paid or unpaid leave shall be counted toward a member's forty (40) hour work week for overtime purposes. Approved holidays falling within the work week shall be counted toward the member's forty (40) hour work week for overtime purposes.

23.02 Compensatory time may be granted in lieu of overtime pay upon the request of the member and approval by the Superintendent. All approved compensatory time shall be granted in accordance with the provisions of the Fair Labor Standards Act. All approved compensatory time shall be taken at a time authorized by the Superintendent or his/her designee.

23.03 A shift differential shall be established and paid as follows:

A.	3:00 PM - 11:00 PM	five cents ($. 05) per hour
B.	11:00 PM - 7:00 AM	ten cents ($. 10) per hour

23.04 The following shall be the salary schedule for the 2011-2012, 2012-2013, and 2013-2014 school years.

TITLE	DAYS PAID	HRS DAY	1	2	3	4	5	6
Custodian*	***	8	115.97	117.26	118.50	119.78	121.03	122.28
Secretary	***	8	120.69	122.04	123.38	124.72	126.09	127.44
Switchboard Operator	212	8	114.36	115.71	117.07	118.40	119.77	121.09
Attendance Clerk	199	8	114.36	115.71	117.07	118.40	119.77	121.09
Warehouse Clerk	***	8	114.36	115.71	117.07	118.40	119.77	121.09
Teacher Aide	190	6	73.90	75.59	77.25	78.94	80.61	82.31
Head Cook**	190	6.5	93.94	94.36	95.54	96.67	97.87	98.96
Cook	190	6	86.68	87.14	88.20	89.25	90.34	91.40

* Head Custodian receives $500.00 additional compensation for serving during the absence of the Maintenance Supervisor.

** Head Cook receives $500.00 additional compensation for completing lunchroom reports.

Head Cook receives overtime after 32.5 hours per week.

Cook receives overtime after 30 hours per week.

Teacher Aide receives overtime after 30 hours per week.

*** Individuals will be paid for the number of work days in the year; i.e., 260-262

Longevity Pay:

Employees upon the completion of ten (10) years of service in the JVS District will receive an additional ten cents ($.10) per hour.

Employees upon the completion of fifteen (15) years of service in the JVS District will receive an additional twenty cents ($.20) per hour.

Employees upon the completion of twenty (20) years of service in the JVS District will receive an additional twenty-five cents ($.25) per hour.

The Board will increase the salary schedule in an equal percentage to any increase of SERS contributions that are shifted from the Board to the Employee at the time such a shift is implemented. This would not apply to any outright increases in employee's contribution rates that do not involve an equal and corresponding decrease in the Board's contribution rate.

ARTICLE 24
SERS PICK-UP UTILIZING THE SALARY REDUCTION METHOD

24.01 The Gallia-Jackson-Vinton Joint Vocational School Board of Education herewith agrees to pick-up utilizing the salary reduction method of contributions (at no cost to the Board) to the State Employees Retirement System paid upon behalf of the employees, under the following terms and conditions:

A. The amount to be "picked-up" on behalf of each employee shall be that amount mandated by SERS of the employee's gross annual compensation. The employee's annual compensation shall be reduced by an amount equal to the amount "picked-up" by the Board for the purpose of State and Federal tax only.

B. Shall be uniformly applied to all non-certified employees.

C. The pick-up shall become effective July 1, 1996 and shall apply to all compensation including supplemental earnings thereafter.

D. Payment for all paid leaves, sick leave, personal leave, severance and supplementals including unemployment and workman's compensation, shall be based on the employee's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days in an employee's contract).

24.02 Each employee will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans.

24.03 If the foregoing "pick-up" provisions are nullified by subsequent IRS rulings, Ohio Attorney General opinions, or other governing regulations, it shall be declared null and void. The Treasurer and the Board shall be held harmless of any liability which may result from the implementation of this provision of this Agreement.

ARTICLE 25
PROGRESSIVE DISCIPLINE

25.01 Members of the bargaining unit shall be disciplined pursuant to the following provisions:

A. No formal disciplinary action shall be taken by the Superintendent without the member having the opportunity to have a representative of his/her choice present. A formal disciplinary action shall include only items 3, 4 and 5 of Section C below.

B. A progressive disciplinary policy shall be administered by the Superintendent but nothing herein contained shall require that a lesser sanction be imposed before a more severe sanction can be applied.

C. The options may be:

1. Verbal warning.
2. Verbal reprimand.
3. Written reprimand.
4. Suspension without pay, not to exceed one (1) day.
5. Suspension without pay, not to exceed five (5) days.

D. All disciplinary appeals shall be initiated in writing to the Board through the Superintendent. The Board shall hear all appeals in Executive Session. The decision of the Board shall be final except in cases of suspensions without pay. Disciplinary action resulting in a suspension without pay may be appealed to arbitration.

ARTICLE 26
SUB-CONTRACTING

26.01 The President of the Association will be notified of the Board's intent to discuss the possible sub-contracting to an outside agency or firm of work performed by a specific job classification prior to Board action on any such proposal. The Association President will be afforded the opportunity to provide input.

ARTICLE 27
LABOR/MANAGEMENT COMMITTEE

27.01 A Labor/Management Committee shall be established for the purpose of discussing issues and concerns which may affect the operation of the JVS with the goal of seeking positive solutions. The Committee shall be composed of the President of the Association and two (2) members of the Association appointed by the President, the Superintendent, and the Director of the JVS. Meetings shall be on call by either the President of the Association or the Superintendent. The person calling the meeting shall serve as Chairperson of the meeting and shall submit to the other party at least one week in advance the item or items for discussion. Meetings shall be established at mutually convenient dates and times.

ARTICLE 28
DURATION

28.01 Upon ratification by both parties, this contract shall become effective at 12:01 AM on June 30, 2011 and shall remain in full force and effect through midnight June 29, 2014.

28.02 If any provision of this Agreement is found to be in violation of Federal or State law, in a manner not permitted by Chapter 4117, said part found to be in conflict will automatically be declared invalid and shall be inoperative. All remaining provisions of this Agreement shall remain in full force and effect.

28.03 This Agreement may be added to, deleted from, or otherwise changed only by an amendment properly signed and ratified by each party.

28.04 The Board and the Association acknowledge that this Agreement is the only agreement between the parties. Any other agreements presently in existence between the parties hereto shall be of no further force and effect as of the effective date of this Agreement.

28.05 Both parties acknowledge that it may be mutually beneficial to hold in-term negotiations. In-term negotiations may be requested with the mutual consent of both parties. All interim negotiations shall be governed by the procedures established in this Agreement.

FOR THE BOARD:

Randy Williams

June 8, 2011
(Date)

FOR THE ASSOCIATION:

Rendell Walker

June 3, 2011
(Date)

MEMORANDUM OF UNDERSTANDING

JOB DESCRIPTIONS

The Board and the Association agree that the language "perform other duties as assigned" shall be interpreted to mean "perform other duties related to the current job duties and assignment"

FOR THE BOARD:

Jean E. Schmidt

10/27/92
(DATE)

FOR THE ASSOCIATION.

Joanne Richards

11-12-92
(DATE)

MEMORANDUM OF UNDERSTANDING

The Administration in consultation with employees will review current job descriptions along with requirements of the Americans with Disabilities Act. The review/updating of job descriptions is not intended to change current conditions of employment.

FOR THE BOARD:

Cory McTammany

2/25/97
(Date)

FOR THE ASSOCIATION

Jane Ann Jordan

3-14-97
(Date)

GRIEVANCE PROCEDURE FORM

Aggrieved Person, Persons, and/or Association: _____

_____

Address: _____

Phone: _____

Date Grievance Occurred: _____

Date of Formal Filing: _____

Person(s) to Whom Grievance is Directed: _____

_____

Initiated on Level: _____

Statement of Grievance:

_____

_____

_____

_____

_____

What part of the Agreement was violated? (State Article and Section)

_____

_____

Relief Sought: _____

_____

_____

_____

Have you discussed this with your immediate supervisor? ____ Yes ____ No

_____ _____

Signature of Grievant Date

GRIEVANCE DECISIONS

LEVEL TWO (Formal) Decision (Supervisor)_____

_____

_____

Date: _____ Signature:_____
Administrative Representative

Signature:_____
Aggrieved and/or BHSSA Representative*

LEVEL THREE (Formal) Decision (Superintendent) _____

_____

_____

Date: _____ Signature:_____
Administrative Representative

Signature:_____
Aggrieved and/or BHSSA Representative*

LEVEL FOUR (Formal) Decision (Arbitrator) _____

_____

_____

Date: _____ Signature:_____
Administrative Representative

Signature:_____
Aggrieved and/or BHSSA Representative*

Where decision requires additional space, attach pages as necessary.

Signatures of the aggrieved and/or BHSSA Representatives indicate only receipt and not necessarily agreement with the decision.