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STATE EMPLOYMENT
RELATIONS BOARD

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NEGOTIATED AGREEMENT

BETWEEN THE

**JACKSON CENTER LOCAL BOARD OF
EDUCATION**

AND THE

**JACKSON CENTER SCHOOL
CLASSIFIED EMPLOYEES**

AUGUST 1, 2013 – JULY 31, 2015



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A. Classified Wage Indexes for 2013-2015**	

** These salary schedules, while giving yearly salary amounts, really only serve as a guide to enable the Treasurer to calculate the hourly wage associated with each salary. The section on “Classified Positions” found on pages 6 & 7 defines the number of days and hours on duty each day for each position. If any of these positions has its hours on duty or number of days reduced or increased, this will result in a change to the yearly amount and may not agree completely with the salary schedule.

I. Salary and Benefit Agreement for Classified Employees Provisions of Contract for School Year - 2013-15

A. Two Year Contract

The Board of Education and the Jackson Center Schools classified employees agree to a two-year contract August 1, 2013 – July 31, 2015.

II. Base Salaries (Salary Schedules Attached)

In the first year (2013-14), an increase of approximately \$575.00 will be added to each step of the salary schedule. This amount can be pro-rated if the staff member works less than full time. Experience steps will be honored with no additional increases above the \$575.00.

In the second year (2014-15) an increase of approximately \$625.00 will be added to each step of the salary schedule. This amount can be pro-rated if the staff member works less than full time. In addition, during the 2nd year of the contract, money will be divided between a salary increase and lump sum depending on years of experience (see classified salary schedule 2014-15). If a staff member is eligible for a lump sum payment, it can be taken as a cash payment, a deposit into the employee HSA, or a deposit into a pre-existing employee annuity/retirement account. The lump sum does not apply to employees working solely on supplemental, pupil activity or stipend contracts.

III. Health Insurance

All employees who are considered full-time are eligible for health insurance. Part-time employees hired after the date of this negotiated agreement are eligible for health insurance on a pro-rated basis.

Full time Employees

1. The Board will pay 75% of the insurance premium for all employees.
2. The Board will pay \$1100 for any employee not taking Health Insurance coverage for the 12 months of the policy year.

Part-time Employees

1. Up to 3 hrs per day – 33% of the above rates
2. Over 3 hrs to 6 hrs per day – 66% of the above rates
3. Over 6 hrs per day – Full-time rates

Plans will be as established and approved by the Shelby County Schools Benefit Plan Association, including coverage provisions, premium rates, etc.

Deadlines for selection of the medical plan described, provisions for changing medical plans during the year, and other similar arrangements, administrative provisions, etc. will subject to approval and/or determination by the Shelby County Schools Benefit Plan Association.

IV. Personal Leave Days

The Board of Education agrees to allow employees to have three (3) unrestricted personal leave days. Employees, themselves, are to be self-policing to avoid abuse of the day. Two persons per building may take their personal business day at the same time or upon the approval of the supervisor and administration.

The unrestricted personal leave days can be taken the first two or last two weeks of the school year upon the approval of the supervisor and administration.

The Superintendent of Schools should receive requests for personal leave days for approval a minimum of five (5) school days in advance except in situations deemed as emergencies. When make-up days approved on the school calendar are implemented and they alter scheduled vacations, the superintendent may make exceptions to the above guidelines.

The unrestricted personal leave days can be taken on the day before or immediately following these regularly scheduled vacations or holidays with the permission of the supervisor and administration: Thanksgiving, Christmas, Easter, Labor Day, Martin Luther King Day, Presidents Day, and Memorial Day.

The District will pay \$85.00 for each unused personal leave days for a work year (August 1 to July 31).

A classified employee can carry over 1 personal day into the following school year if they wish. The personal day can only be carried over for one year.

V. Related Salaries

A. Field Trips

Bus drivers shall be paid the following per hour rates for field trips, or minimum wage, whichever is higher.

\$12.00/Hour – for total hours including drive and layover time

Partial hours shall be pro-rated.

Field trip drivers will be assigned by the administration after requests are made for a field trip.

Coaches who drive for their athletic contest will be paid \$20 for the trip.

Bus drivers for athletic contests will be paid at the \$12/Hour rate for the total time, plus \$10 extra if they keep the book or the clock at an away contest. This extra \$10 will be paid by the athletic department.

B. Classified Substitutes and Summer Labor Employees

Substitutes or additional personnel working in a classified position temporarily shall be paid at the rate below, or minimum wage, to be determined by the direct supervisor and superintendent. Substitutes for all positions will be obtained, if needed, by the superintendent, principal or designee.

<u>Year</u>	<u>Classified Substitutes/Summer Labor</u>
2013-2015	\$9.00/Hour

VI. Grievance Procedures

Definitions

1. A grievance is defined as an alleged violation, misinterpretation or misapplication of the contract.
2. Grievant shall be defined to be the person who was harmed by an alleged violation, misinterpretation or misapplication of the contract by the Board/administration. In the event the violation concerns a right granted to the Association pursuant to this contract, the Association may be a grievant.
3. Day as used in this procedure shall be a calendar day.

Step One (Informal Complaint)

Prior to the filing of a written grievance, the employee shall first request an informal discussion with the appropriate administrator to attempt to resolve the problem. The employee may be accompanied at this level of the grievance procedure by a representative of the Association if the employee wishes said representation. The administrator may be accompanied by another administrator at this step of the grievance procedure if he or she desires.

Step Two

If the discussion at Step One of the grievance procedure does not resolve the employee's complaint, the employee may file a written grievance setting forth the specific provisions of the contract violated and the remedy which the employee seeks for said alleged violation. This written grievance must be filed in writing with the administrator no later than fifteen (15) calendar days after the occurrence of the event upon which the grievance is based.

Within seven (7) calendar days after the written grievance is received by the administrator, the administrator or designee shall meet with the employee filing the grievance in an attempt to resolve it. The seven days limit will be extended one (1) day for each day the grievant and/or the administrator is absent for any reason or to a mutually agreeable date for any reason.

The employee may be accompanied at this level of the grievance procedure by a representative of the Association if the employee wishes said representation. The administrator may be accompanied by another administrator at this step of the grievance procedure if he or she desires.

Within seven (7) calendar days after this meeting, the administrator shall present his/her decision in writing to the grievant and provide a copy to the Association President.

Step Three

If the grievant is not satisfied with the decision at Step Two of the grievance procedure, the employee may appeal this decision to Step Three of the grievance procedure by filing a written appeal notice with the Superintendent within seven (7) calendar days of receipt of the decision of the administrator at Step Two. The Superintendent/designee shall set a mutually agreeable date for a hearing at Step Three, which date shall not be more than ten (10) calendar days after the Superintendent's receipt of the written appeal from the employee.

The employee shall be entitled to a representative of his/her choice at this meeting and the Superintendent may have another administrator present at the hearing as well. The Superintendent shall issue his/her written decision on the grievance within ten (10) calendar days of the hearing with a copy of the written decision being provided to the grievant and the Association President.

Step Four (Arbitration)

If the grievance is not resolved at Step Three of the grievance procedure, the employee may appeal the decision at Step Three to arbitration provided the grievant files a written notice of appeal to arbitrate the matter with the Superintendent no later than seven (7) calendar days after the grievant's receipt of the Superintendent's written decision at Step Three.

If this written appeal to arbitration is not filed with the Superintendent within the time limits stated above, the grievance or dispute shall be null and void.

If a written appeal is filed by the grievant within the time lines provided above, the parties shall jointly request the American Arbitration Association to submit a list of seven (7) arbitrators to hear the grievance. The arbitrator shall be selected from this list in accordance with the rules of the American Arbitration Association and any subsequent lists if no satisfactory arbitrator is contained on the first list shall be conducted in accordance with the rules and procedures of the American Arbitration Association.

The arbitrator appointed to hear the grievance shall conduct a hearing at a mutually agreed date and shall limit his/her findings strictly to the application and interpretation of the contract provisions at issue. The arbitrator shall be limited in his/her review to the issue or issues submitted for arbitration and shall be without power or authority to make any decision which is:

1. Contrary to, inconsistent with, modifying or varying in any way, the terms of this agreement or applicable law.
2. Limiting or interfering in any way with the powers, duties, and responsibilities of the Board under Ohio law.

The arbitrator shall issue his/her decision in accordance with the rules of the American Arbitration Association. The decision shall be in writing and shall be binding upon the parties.

The costs for the services of the arbitrator shall be paid by the party against whom the arbitrator rules.

Miscellaneous

1. Any individual employee or group of employees shall have the right to present grievances to the administration without the intervention of the Association, provided that any adjustment of grievances presented shall not be inconsistent with the terms of the agreement. Any adjustment shall be made known to the Association President in writing within five (5) calendar days of said resolution.
2. An individual grievance may be withdrawn by the grievant at any time.
3. All grievance and arbitration hearings shall be conducted in executive session.

4. A copy of all documents, communications or records pertinent to resolution of the grievance shall, upon request, be furnished to the grievant and the employer. The party requesting the document shall bear the cost of reproducing such materials.
5. Failure of the grievant to comply with any time lines set forth in the grievance procedure including appealing a decision to the next step of the procedure within the time period provided shall result in the withdrawal and dismissal of the grievance.
6. Failure of the administration to meet the time lines of the grievance procedure shall allow the grievant to proceed to the next step of the grievance procedure.
7. Any of the time limits set forth in this grievance procedure may be waived or changed by mutual agreement of the parties.
8. Grievance hearings shall be held outside of the regular work day unless otherwise mutually agreed.
9. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.

VII. Reduction In Force

Reduction in Force procedure will follow Ohio Revised Code.

VIII. Additional Negotiated Items From Previous Years

A. Substitute Bus Driver

Each substitute bus driver shall be paid the beginning (first step) salary per hour for school bus drivers. All substitute drivers shall be assigned and/or approved by the superintendent. Any driver who cannot drive any or part of the daily route will use sick leave, personal leave, or professional leave as provided and complete the proper forms for this. The school will pay substitutes for driving done.

Bus driver's who are working on a contract to drive school bus, will be paid their contracted hourly rate when substituting on another route.

B. Dental Insurance

All salaried employees, full-time employees, and bus drivers shall receive dental insurance coverage paid by the Board of Education

C. Liability Insurance

Each employee will be provided liability insurance coverage paid by the Board of Education.

D. Vision Insurance

The Board of Education shall provide Vision insurance, which provides for an exam every 12 months and frames every 24 months. The Board will pay 100% of the premium.

E. Sick Leave Accumulation

An employee shall receive sick leave of 15 days per year to a maximum of 200 sick leave days.

F. Salary Notice Eliminated

Effective with this contract agreement, the requirement for an annual salary notice will be eliminated. All classified employees will be provided a current salary schedule.

G. Classified Positions

The following chart reflects the targeted days of work and hours for classified positions in the Jackson Center Schools. Actual hours of employees may not match the chart below depending on the needs of the district.

Position	Days	Hours
1. Bus Driver	180	4
2. Cafeteria Cooks	184	7 1/2
3. Cafeteria Cashier	184	3
4. Aide	180	7 1/2
5. Assistant to the Treasurer	184	7
6. Maintenance Staff	260	8
7. Custodial Staff	260	8
8. Maintenance Supervisor	260	8
9. High School Secretary	220	8
10. Superintendent's Secretary (1)	230	8
11. Superintendent's Secretary (2)	260	8
12. Office Staff	260	8
13. Office Coordinator	260	8
14. Cafeteria Manager	186	8
15. Aide (Certification Required)	180	7 1/2

H. Holidays

Employees working on 260 day contracts shall be entitled to the same paid holidays as other 12-month administrative employees under existing Board policy. Those holidays include New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

I. Severance Pay

Severance pay shall be calculated as per Board Policy, File: GCBD-R page 3 of 4, Number 9, and shall read " not to exceed a maximum of forty (40) days."

J. Super Severance

A super severance will be offered at the end of the school year during which the teacher completes 30 years of service as determined by the State Employees Retirement System (SERS). This Super Severance will offer double the regular severance. Employees eligible for this Super Severance must notify the school district 3 months prior to date of retirement of their intent to retire.

K. Life Insurance

All employees will be provided a \$20,000 term life insurance policy. The Board shall pay 100% of the premium.

L. Hours of Duty

As designated in Section VI G of this contract. When school is delayed one or two hours, the reporting time for classified employees (excluding custodians, maintenance and secretary/office staff) will also be delayed one or two hours. If there are travel problems, the superintendent should be contacted.

M. Vacation Leave

Twelve (12) month classified employees will be granted vacation leave as follows:

15 Days – Vacation Days should not be taken while school is in session except with written consent of the direct supervisor and superintendent. If a day is needed while school is in session, the expectation will be that personal days will be used first.

Classified employees on a 260 day contract will have the option of rolling over a maximum of 5 vacation days into the following contract year to be used during that subsequent contract year. Eligible employees (260 day) will also have the option of “cashing in” a maximum of 5 unused vacation days prior to the yearly rollover date at their per-diem (8 hr) rate of pay. If the employee has vacation days left over when the contract year is over and no intentions have been shared with the with treasurer, the default system will be to carry over the maximum days available first and cash in any days left over.

N. Ohio Tuition Trust Authority - Payroll Deduction

Payroll deduction for the Ohio Tuition Trust Authority will be authorized on an annual basis provided a minimum of ten-(10) employee’s request it. The same guidelines shall apply as to other payroll deductions authorized in the Board Policy Manual, such as, United Way. This provision will be added to Board Policy, File: DLB, and added as Number 5 under United Way Contributions.

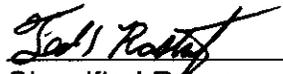
Guidelines

1. A minimum of ten (10) employees must authorize payroll deductions by the designated time for the program to be administered.
2. Employees desiring payroll deduction for this program must sign an authorization sheet at least three (3) weeks prior to the first deduction.
3. Authorized deduction will be made as stipulated by the employee (one time, two times, etc.) for the current school year.
4. Employees authorizing payroll deduction must request a minimum of one tuition unit per deduction

VII. APPROVAL

The foregoing constitutes an agreement negotiated between the Jackson Center Board of Education and the Jackson Center School classified employees for the period August 1, 2013 through July 31, 2015. This one year (2) year agreement may be modified only through execution in writing by both parties.

Signed:



Classified Representative

Date:

7/22/13

Signed:



Classified Representative

Date:

7/22/13

Signed:

Classified Representative

Date:

Signed:



Brad Wren, President
Jackson Center Local Board of Education

Date:

7/15/13