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# **MASTER AGREEMENT**

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**between the**

**JACKSON-MILTON LOCAL SCHOOL  
DISTRICT BOARD OF EDUCATION**

**and**

**OHIO ASSOCIATION OF PUBLIC SCHOOL  
EMPLOYEES AND ITS LOCAL #424**

**July 1, 2013 through June 30, 2016**

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**AGREEMENT**

THIS AGREEMENT made and entered into this 9th day of September, 2013, is by and between the Jackson-Milton Local School District Board of Education and the Ohio Association of Public School Employees, AFSCMEA/AFL-CIO, and its Chapter #424, hereinafter called the "Union" for and on behalf of the employees in the bargaining unit set forth in Article I of this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement on the day and the year first above written.

BOARD OF EDUCATION

By: Jenny Brooks By: \_\_\_\_\_  
President

By: Mark W. Bar By: \_\_\_\_\_  
Superintendent

By: [Signature] By: \_\_\_\_\_  
Treasurer

By: [Signature] By: \_\_\_\_\_  
BOARD PRESIDENT

## ARTICLE 1 – RECOGNITION

- 1.1 The Board of Education of the Jackson-Milton Local School District hereby recognizes the Ohio Association of Public School Employees (OAPSE) on behalf of Chapter #424 as the sole and exclusive bargaining representative for all employees in the following described unit. The bargaining unit includes all regular full time and regular short hour employees in the following departments who are regularly assigned a work schedule:
- A. Aide Department
    - Lunch/Recess Aide
    - Bus Aide
    - Crosswalk Aide
    - Sub Caller
  - B. Custodial Department
    - Custodian
    - Cleaning Person
  - C. Food Service Department
    - Head Cook
    - Cook
    - Ala Carte Cook
    - Cashier
  - D. Maintenance Department
    - Maintenance Person
  - E. Paraprofessional Department
    - Computer Paraprofessional
    - Library Paraprofessional
    - Classroom Paraprofessional
    - ISS Paraprofessional
  - F. Secretarial Department
    - Secretary
  - G. Transportation Department
    - Bus Driver
- 1.2 Excluding the Board Treasurer, Superintendent's and Treasurer's Secretaries (including Payroll Clerk, Treasurer's Aide), EMIS Coordinator, Technology Coordinator, Supervisor of Custodial, Lunchroom, Transportation, student workers and substitute employees.
- 1.3 The Board agrees that for the term of this Contract, negotiations shall be conducted only with OAPSE. However, nothing contained herein shall abridge the right of the individual to present their views and recommendations to the Board pursuant to established procedures.

- 1.4 Individuals and minority organizations may present their views and recommendations to the Board at regularly scheduled meetings of the Board.
- 1.5 The Administration shall not use outside contractors to perform work routinely performed by bargaining unit members. The Administration may use contractors if employees decline the work offered; or in unusual circumstances when bargaining unit employees can not complete the work necessary under the time constraints of such circumstances. This shall not be construed to avoid the payment of overtime to bargaining unit employees.

### **ARTICLE 2 – PRINCIPLES**

- 2.1 Attaining Objectives – Attainment of objectives of the educational program of the District requires mutual understanding and cooperation between the Board and the school employee personnel. Free and open exchange of views is desirable and necessary, with all parties participating in deliberations leading to the determination of matters of mutual concern.

### **ARTICLE 3 – [Reserved for Future Use]**

### **ARTICLE 4 – CONDUCTING NEGOTIATIONS**

Section 1: Pursuant to Sections 4117.14(C) and 4117.14(E) of the Ohio Revised Code, the parties have established the following mutually agreed upon negotiations and dispute resolution procedures which supersede the procedures listed in Section 4117.14(C) (2)-(6) and any other procedures to the contrary.

Section 2: If either party wishes to terminate, modify, or negotiate a successor agreement, it must serve written notice of that intention upon the other party not less than sixty (60) days prior to the expiration of this Agreement. Upon timely service of such notice, the parties shall collectively bargain in good faith in an effort to reach a successor agreement. At the first bargaining session, the Association shall submit its complete proposals for a successor agreement, and at the second session, the Board shall submit additional issues for collective bargaining after submitting its initial proposals.

Fifty (50) days prior to the termination of this Agreement, the parties jointly shall notify the State Employment Relations Board (SERB) that they intend to utilize these mutually agreed on dispute resolution procedures in lieu of the SERB procedures contained in O.R.C. Section 4117.14(C)(2)-(6).

If agreement is not reached by the fourteenth (14<sup>th</sup>) calendar day preceding expiration of this Agreement, or some other mutually agreed to date, both parties shall request the services of a mediator from the Federal Mediation and Conciliation Service. The mediator shall have the authority to hold bargaining sessions or conferences with representatives of the parties.

## **ARTICLE 5 – MEDIATION**

- 5.1 In the event either party indicates to the other that their position is such so as to prevent agreement on remaining issues, both parties shall prepare a joint request letter for the services of a mediator from the Federal Mediation and Conciliation Service (FMCS).
- 5.2 Negotiations shall continue under the advice and direction of the mediator until such time as agreement is reached.

## **ARTICLE 6 – RELEASE TIME**

- 6.1 The OAPSE President or the Grievance Committee (only one) (1) will be granted two (2) hours of released time per month without loss of pay to their assigned duties, to conduct necessary business with the Jackson-Milton Board or Administration when requested by the Board or Administration. This released time pertains only to business or grievances which can only be resolved during the time in which those employees would normally be scheduled to work. This time is not accumulative and both parties must mutually agree as to the date, time and place such meeting will take place.

## **ARTICLE 7 – PAYROLL DEDUCTIONS-FOR-ASSOCIATION DUES**

### 7.1 PROFESSIONAL ASSOCIATION DUES AND FINANCIAL SECURITY

- A. In recognition of the Association's service to the bargaining unit, all members of the bargaining unit shall, as a condition of their employment either be members of the Association and their affiliates or share in the financial support of the Association by paying to the Association's representation fee, equivalent to the amount of dues uniformly required of members of the Association in the manner described below. These deductions shall be the exclusive right conferred upon OAPSE #424 as the recognized representative of the classified personnel as defined in Recognition contained herein.
  - 1. Each bargaining unit member shall submit a payroll deduction form to the Treasurer of the Board by the end of the first week of school. This payroll deduction form shall continue to be effective from year to year. The Treasurer shall have the form prior to making deductions.
  - 2. The deduction shall be made equally in nine (9) monthly deductions starting with the second pay check in October of each year.
  - 3. These deductions shall continue from year to year automatically. The Association shall forward to the Treasurer and to the employee by October 1<sup>st</sup> each year, the amount to be deducted for that year.
  - 4. The Treasurer shall give to the Chapter Treasurer within ten (10) calendar days the total amount to be deducted along with a complete description by name of the amount deducted.

5. The Association agrees to indemnify and save harmless the Board any and all legal fees, court costs, and filing fees incurred by or through its counsel in enforcing or defending this section.
6. The Treasurer of the Board shall deduct from the employee's pay all dues deductions and fair share fees. The Association shall forward to the Treasurer the formula for dues deductions for that year, if changed from the previous year. Deductions shall be made in nine (9) equal installments beginning in October and ending in June.

The Board Treasurer shall forward to the OAPSE State Treasurer the amount of state dues/fees, along with a complete description by name and amount, for each employee. A copy of this description shall be forwarded to the local Treasurer. The Board Treasurer shall forward directly to the local Treasurer the amount deducted for the local dues. This shall be done within ten (10) days following each deduction.

The Jackson-Milton Local School District Board of Education agrees to deduct P.E.O.P.L.E. contributions as per the union's proposal. If a court of competent jurisdiction determines these deductions to be illegal, then the Board shall be permitted to cease such deductions immediately.

The Association shall defend the Board of Education and hold them harmless against any and all claims, demands, suits or other forms of liability, including legal fees and expenses, that may arise out of or by reason of the action taken by the Jackson-Milton Local Board of Education for purposes of complying with any of the provisions of this Article or in reliance on any list, notices, or assignments furnished under any of such provisions. The Association shall retain control of and appointment of legal counsel for defense purposes.

#### **ARTICLE 8 – NEGOTIATIONS DATES**

- 8.1 The time period for negotiations or for any modifications of this Agreement shall be from April 1<sup>st</sup> through May 30<sup>th</sup> of each year. Any changes agreed upon during this negotiated period and negotiated in compliance with the procedures outlined in ARTICLE 4 hereof shall be written in the form of a supplemental agreement, signed by both parties, and attached to this Agreement, and shall be binding upon the parties as though fully rewritten herein.
- 8.2 Changes in this Agreement may be made at any time by mutual consent of the Board and OAPSE 424.
- 8.3 On the effective date of this Agreement and for employees hired after the effective date of the Agreement sixty (60) days following the beginning of employment, employees in the unit who are not members of the Union shall pay to the Union a fair share fee as a condition of employment with the employer. Such fair share fee shall not exceed dues paid by members of the Union who are in the fair share fee amounts and of any changes in the fair share fee amounts in the same manner as modification of amounts and changes in the amounts of dues deductions.

Fair share fee shall be deducted from the payroll checks of the employees in the same manner as regular membership dues are deducted and forwarded by the employer to the Union in the same manner, except that written authorization for deduction of fair share fees is not required.

## **ARTICLE 9 – GRIEVANCE PROCEDURE**

### **A. Purpose**

1. The Board recognizes that in the interest of effective personnel management, a procedure is necessary whereby its employees can be assured of a prompt, impartial and fair hearing on their grievances. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

### **B. Definitions**

1. A “grievance” is a disagreement involving a work situation in which a member, or members of the bargaining unit, or the Union’s grievance committee believe that there has been a violation, misinterpretation, or misapplication of this Agreement. Written administrative rules or regulations that have a direct affect upon working conditions, including significant changes in working conditions resulting from the amendment of job descriptions.
2. An “aggrieved party” shall be defined as an employee, a group of employees, or the Union, alleging a grievance has occurred.
3. A “party in interest” is the person, persons or the Union making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. The aggrieved person or persons may be represented at all steps of the grievance procedure by: OAPSE legal counsel, OAPSE Representative or other member of the bargaining unit.
5. If the grievance procedure is not initiated within thirty (30) working days after the aggrieved person or persons knew of the event or condition upon which it is based, the grievance shall be considered waived.

Any grievance not answered within the last time limit shall be moved automatically to the next step.

6. A day shall mean a calendar day. The number of days indicated at each level shall be considered as maximum unless extended by mutual agreement.

7. Election of Remedies – A grievant will not be denied his/her legal rights under the law.
8. In the event an issue does not pertain to the immediate supervisor, the aggrieved shall proceed to Level Three of the Grievance Procedure.
9. Any employee shall have the right to process a grievance and be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal.

C. Procedure

Level One – Informal

Any member who has a grievance shall first discuss it with his/her appropriate Supervisor/Administrator by making an appointment and advising the Supervisor/Administrator of the topic to be discussed.

Level Two – Formal

If the informal discussion does not resolve the problems, such employee shall/will have the right to lodge a written grievance with his/her appropriate Supervisor/Administrator. If the grievance is not lodged within ten (10) days following the discussion at Level One, the grievance will be waived unless by mutual agreement of the Superintendent and Association President. A copy of the grievance will be filed with the Superintendent and Association President.

The employee will have the right to request a hearing with the appropriate Supervisor/Administrator. Such hearing will be conducted within five (5) calendar days after receipt of such request. The employee will be advised in writing of the time, place, and dates of the hearing. The appropriate Supervisor/Administrator will take action on the written grievance within four (4) days of receipt of the grievance or, if a hearing is requested, within two (2) days of the conclusion of the hearing. The action taken and the reasons for the action will be reduced to writing and copies will be sent to the employees, the Superintendent, the Treasurer of the Board of Education, and the President of the Association.

Level Three – Formal

If the action taken by the appropriate Supervisor/Administrator does not resolve the grievance to the satisfaction of the employee, the employee may appeal in writing, within ten (10) days, to the Superintendent. The employee will request, and a hearing will be conducted by the Superintendent within five (5) days after receipt of the request. The aggrieved employee will be advised in writing of the time, place and date of the hearing.

The Superintendent will take action on the grievance and prepare a written report of such action within five (5) days after the hearing is held. The action taken and the reasons for the action will be reduced to writing and copies will be sent to the employee, the

Treasurer, the appropriate Supervisor/Administrator, and the President of the Association.

#### Level Four

If the aggrieved person is not satisfied with the disposition of this grievance at Level Three, he/she may appeal in writing, within ten (10) days, to the Board. Such appeal shall indicate whether the aggrieved employee desires a hearing and a right to be represented at such hearing by a representative of his employee organization. The Board shall render a decision or conduct a hearing on the appealed grievance within ten (10) days. In the event of a hearing, the Board shall have three (3) days to render a decision. The decision and the reasons for the decision shall be reduced to writing and copies sent to the aggrieved employee, the Association President, the Treasurer, and the Superintendent.

#### Level Five

If the action taken by the Board does not resolve the grievance, to the satisfaction of the employee, the aggrieved employee may request that the Association Grievance Committee submit the issue to arbitration. This request must be sent to the Superintendent by the Association Grievance Committee, within ten (10) days following the receipt of the decision of the Board. The arbitrator will be chosen and the hearing will be conducted in accordance with the rules and regulations of the Federal Mediation and Conciliation Service (FMCS).

The arbitrator shall conduct the necessary hearing(s) and issue the decision within sixty (60) days of the close of the hearing or within the time limit, as otherwise agreed to by the Association, the Board, and the arbitrator. A copy of the decision will be sent to the aggrieved employee, the Association President, the Treasurer, and the Superintendent.

The arbitrator will not have the authority to add to, subtract from, modify, change, or alter any of the Agreement, nor add to, detract from or modify the language therein, in arriving at a decision in regard to the grievance. The arbitrator will be confined to those issues which have been presented and will have no authority to consider other issues which have not been presented for arbitration.

The decision of the arbitrator will be in accordance with law and will be binding on both the Board and the Association.

The Association shall pay all compensation and expenses of the arbitrator should the arbitrator not award the relief the grievant is seeking. If the arbitrator awards the relief the grievant is seeking, the Board shall pay these expenses.

#### D. Other Procedural Terms

1. The written grievance shall be on a standard form provided by the Board and shall contain a concise statement of facts on which the grievance is based and the relief sought.

2. Copies of the documents, communications, and records pertaining to a grievance which have been lodged will be placed only in the confidential files of the Treasurer of the Board and the President of the Association and shall not become a part of the employee's personnel file. The Treasurer will make this information available only to the Board of Education, the Superintendent, and the Courts by Court Order. All information pertaining to a grievance will be destroyed after two (2) years from the date of filing.
3. No grievant may be represented by an employee organization other than the Ohio Association of Public School Employees Chapter 424 in any grievance initiated pursuant to this procedure.
4. A bargaining unit member who, on behalf of the Association, is engaged in any professional grievance with a representative of the Board during the school day, will be released from regular duties without loss of salary.
5. The parties who are directly involved in the investigation of a grievance will cooperate with each other, and will furnish such information as is requested by the other party in order to facilitate the processing of the grievance.
6. Copies of all written decisions resulting from grievances will be sent to all parties involved, the Association President, the grievant, the Treasurer, the Superintendent, and the appropriate administrator.

**ARTICLE 10 – SEVERANCE SICK PAY**

10.1 To be eligible for any payment for unused sick leave days, the following rules will apply:

- a. Severance pay refers to the payment made to an employee for part of their accumulated, but unused, sick leave when the person retires. Retirement means service retirement under the State Retirement System.
- b. Any employee of the Jackson-Milton Local Schools System who has been employed for ten (10) or more years by the state or any political subdivision thereof, and retires from active service to SERS, is eligible for payment for their accumulated, but unused, sick leave in accordance with law.
- c. Years of Service:

For any employee who service retires with ten (10) or more years of service with the Jackson-Milton Local Schools, severance will be paid as follows:

**Maximum Payment As Per Schedule**

0-80	days unused	sick leave ¼ of days
81-100	days unused	sick leave 40 days

101-139	days unused	sick leave 45 days
140-179	days unused	sick leave 50 days
180-219	days unused	sick leave 55 days
220-310	days unused	sick leave 60 days

- d. Payment will be based on the employee's rate of pay at time of retirement, and that severance pay eliminates all sick leave credit.
- e. If a Bargaining Unit Employee dies while actively employed by the Jackson-Milton Board of Education, and the employee has had ten (10) years of service to the Jackson-Milton Board of Education in accordance with the Rules of SERS, then the Jackson-Milton Board of Education agrees to pay the employee's designated beneficiary the employee's accumulated severance pay.
- f. Any employee retiring from the Jackson-Milton Local Schools System shall be paid all monies owned to them no later than sixty (60) days after the effective date of retirement.

**ARTICLE 11 – PAID HOLIDAYS FOR ALL REGULAR EMPLOYEES**

11.1 The designated holidays specified which may fall on Saturday shall be celebrated on the preceding Friday. Those holidays falling on a Sunday shall be observed on the following Monday. The Superintendent may assign a Saturday to a Monday or Tuesday and a Sunday to a Friday depending on the school calendar.

11.2

Custodians Holidays

1. Thanksgiving Day
2. Friday after Thanksgiving
3. Christmas Eve
4. Christmas Day
5. New Year's Day
6. Martin Luther King Day
7. President's Day
8. Good Friday
9. Memorial Day
10. Fourth of July
11. Labor Day

All Other Classifications

1. Thanksgiving Day
2. Friday after Thanksgiving
3. Christmas Day
4. New Year's Day
5. Martin Luther King Day
6. Memorial Day
7. President's Day
8. Labor Day

11.3 All hours worked on a holiday shall be paid at the rate of double time.

**ARTICLE 12 – CALAMITY DAYS**

When the Superintendent declares a calamity day, employees may be required to report to work to maintain the reasonable operation of the schools. Employees who are required to work on a calamity day shall be paid at their regular hourly rate for the hours actually worked plus calamity day pay. Employees who are required to work shall make a reasonable effort to report and shall immediately notify their supervisor if they are unable to do so. Two hundred sixty (260) day employees required to report to work on a calamity day shall receive a minimum of four (4) hours pay. If school is not called off by 6:00 a.m., bus drivers who report to work will receive two (2) hours pay at their regular hourly rate. There shall be no additional compensation for any required make-up days.

**ARTICLE 13 – VACATION GRANTED TO ALL ELEVEN (11) AND TWELVE (12) MONTH EMPLOYEES**

- 13.1 Two (2) weeks paid vacation after one (1) full year of employment.
- 13.2 Three (3) weeks paid vacation after eight (8) full years of employment.
- 13.3 Four (4) weeks paid vacation after twelve (12) full years of employment.
- 13.4 One (1) week paid vacation after six (6) months of employment if requested. This shall be one week from anniversary date.
  
- 13.5 Vacation can be taken any time between July 1 and June 30 of the following year. When scheduling vacations, seniority shall prevail. Vacation requests shall be made not less than one (1) week in advance of the date requested for vacation to commence. No more than one (1) custodian per building may take vacation at a time with no more than two (2) consecutive weeks, unless otherwise approved by the Supervisor and the Superintendent. Only on the first day of hunting season (gun) may more than one employee in the custodial and one in the maintenance departments take a vacation day on the same date.
  
- 13.6 Employees will earn one day per year for each year after twenty-five (25) years of service up to five (5) full weeks of vacation after thirty (30) years of service.
  
- 13.7 Employees shall be paid in July of each year for all days of unused vacation the employee had accrued as of June 30<sup>th</sup>.
  
- 13.8 Seniority

For purposes of this Agreement, District Seniority shall commence with the first day of paid continuous employment as a regular contracted employee of the District in a bargaining unit position and will continue until such time as the employee resigns, retires, or is nonrenewed or terminated. Department Seniority shall commence with the first day of paid continuous employment as a regular contracted employee of the school district in a bargaining unit position in a specific department and will continue as long as the employee remains employed in that department. Department Seniority will be used to determine an employee's placement on the salary schedule of any new position.

Vacation shall be based only on continuous service within the Custodial and Maintenance Department.

**ARTICLE 14 – PERSONAL LEAVE**

- 14.1 Bargaining unit members shall be entitled to three (3) personal leave days each school year to attend to urgent personal business that cannot be conducted at other than normal work hours. Personal leave is accrued and employees hired on any date after the beginning of a contract year will have access only to a prorated amount of personal leave for the remainder of that work year.
- 14.2 Personal Leave may not be used for the following reasons but not limited to: Seeking Employment, Gainful Employment. Personal leave will not be approved on the day preceding or following a scheduled school vacation period or holiday, except for major religious holidays not encompassed by a vacation period or holiday, or during the first or last week of school.
- 14.3 Requests for personal leave shall be made, not less than three (3) days prior to the leave unless otherwise approved by the Superintendent.
- 14.4 Should an unreasonable number of requests be made for the same day, final approval shall be determined by the Superintendent.
- 14.5 Personal leave may be taken on consecutive days.
- 14.6 Final approval shall be determined by the Superintendent.
- 14.7 Employees shall have the option of applying for one-half day or one whole personal leave day.
- 14.8 Personal Leave Days that are not used will be converted to sick leave days at the conclusion of the school year.
- 14.9 Employees shall have a private conversation with the Superintendent concerning reason(s) for the leave if requested by the Superintendent. If leave is requested for two (2) or more consecutive days, the Superintendent may request that a reason be given prior to approval.
- 14.10 Dock days shall not be approved for any reason.

#### **ARTICLE 15 – SICK LEAVE**

- 15.1 All regular employees of the Board of Education are granted sick leave at the rate of 1¼ days per month, total of fifteen (15) days annually.
- 15.2 Sick leave is cumulative to 310 days.
- 15.3 Sick leave may be used for illness, injury, exposure to contagious disease and for illness or death in the employee's immediate family. (Immediate family has been interpreted to include father, mother, grandparents, brother, sister, husband, wife, child, parent-in-law, brother-in-law and sister-in-law, aunt, uncle, or immediate household, step-parents and step-children, son-in-law, daughter-in-law, and grandchildren.)

- 15.4 Pregnancy – A signed statement from the employee’s physician certifying that the employee cannot perform the duties required shall be necessary to determine the beginning date of absence. The employee may use sick days during the post partum period, unless the employee’s physician certifies that the patient is physically unable to fulfill the demands of her assignments and requests an extension of absence from duty beyond the twenty (20) school days post partum provision.
- 15.5 An employee who transfers from one public agency in Ohio to another public agency, shall be permitted to transfer his accumulated sick leave up to 225 days.
- 15.6 Unused accumulated sick leave shall be reported to the employees by the Treasurer on the pay stub.
- 15.7 An employee will report their absence to the immediate supervisor on forms provided for that purpose. Bargaining unit members should report off at least two (2) hours before their start time.
- 15.8 Each new employee, upon signing a contract for the school year, shall be entitled to five (5) days with pay until the five (5) days have been earned as indicated above.
- 15.9 If an employee exceeds nine (9) days per year of sick leave, a statement signed by an attending physician indicating the reason for use of sick leave must be presented upon return to work. A signed statement by an attending physician is also required if an employee is absent for more than five (5) consecutive days.
- 15.10 Employees who use no sick leave in a year, and who have accumulated 175 or more days of sick leave by the end of that year, shall be paid an attendance bonus of \$200.00 per year. This shall be paid in the second pay in July immediately following the year in which it was earned.
- Employees who use no sick leave as per the above paragraph, and who have accumulated less than 175 days of sick leave by the end of that year, shall be paid an attendance bonus of \$150.00. This shall be paid in the same time frame as the above paragraph.
- Employees using no sick leave or personal leave in a year (July 1 – June 30) shall be paid an additional bonus of \$100.00. This shall be paid in the second pay in July immediately following the year in which it was earned.
- 15.11 Employees who receive health insurance benefits and who exhaust their sick leave shall be granted additional Board paid health insurance benefits for the time period as provided in the Family Medical Leave Act regardless of the annual hours worked by the employee.
- 15.12 Bereavement Leave

Employees are entitled to three (3) days leave with pay for a death in the employee's immediate family. This will be limited to two (2) times in one (1) year. Immediate family for this is defined as spouse, mother, father, mother-in-law, father-in-law, child, brother, sister, and grandchild. The three (3) days must include the day of the funeral.

- 15.13 Any bargaining unit member with a spouse, child, or grandchild on active duty in the military may use up to five (5) sick leave days per year (July 1 – June 30) for time off when their family member is home on military leave during times of war.

#### **ARTICLE 16 – ASSAULT LEAVE**

- 16.1 An employee of the Jackson-Milton Local School District who is absent due to a physical disability which results from an assault arising out of and/or in the course of his/her employment shall be maintained on full pay status during such disability up to a maximum of thirty (30) days. Assault leave will be granted under provision of Ohio Revised Code Section 3319.143. Optional policy for assault leave.

A Board of Education electing to effect such policy of assault leave shall establish rules for the entitlement, crediting, and use of assault leave and file a copy of same with the State Board of Education.

The Board of Education shall require an employee to furnish a signed statement on forms prescribed by such Board to justify the use of assault leave. If medical attention is required, a certificate from a licensed physician stating the nature of the disability and its duration shall be required before assault leave can be approved for payment. Falsification of either a signed statement or a physician's certificate is grounds for suspension or termination of employment under section 3319.16 of the Ohio Revised Code.

Assault leave granted under rules adopted by the Board of Education pursuant to this section shall not be charged against sick leave earned or earnable under section 3319.08 of the Revised Code.

#### **ARTICLE 17 – PERSONAL CAR REIMBURSEMENT**

- 17.1 The Board shall pay for authorized automobile expense an amount equal to the per mile allowance being utilized by the Internal Revenue Service. The Board shall modify the mileage allowance up or down in accordance with the allowance in effect by the Internal Revenue Service at January 1 of each year of this contract. The modification will be made effective January 1 of each year and continue through December 31 of each year.

#### **ARTICLE 18 – OVERTIME PAY**

- 18.1 All time worked in excess of eight (8) hours daily (260 day employees only) or forty (40) hours weekly shall be compensated at the rate of time and one-half (1-1/2) the employee's regular rate of pay.

- 18.2 No overtime shall be worked unless approved in advance by the immediate supervisor, building principal, or Superintendent, as referenced in Article 24, Section 24.1.
- 18.3 Any days of absence for any reason, including but not limited to vacation, personal leave, sick leave, unpaid leave, or holidays shall not count as hours worked for overtime purposes.
- 18.4 Compensatory Time (Pilot Project)

For the 2013-2014 contract year, 260 day employees with at least five (5) years of employment with Board may elect to utilize compensatory time, not to exceed 80 hours, in lieu of overtime pay. Eligible employees must elect the option of compensatory time at the time the overtime is earned. Such election is not reversible once made.

- a. Compensatory time will be earned and utilized at time and one-half, and may be used, if timely elected as set forth above, through the same process as vacation days.
- b. Compensatory time must be used in the fiscal year it is earned. Compensatory time will only be used during non-instructional dates.
- c. Should more than 20% of the combined total of eligible custodial and maintenance employees utilize vacation and/or compensatory time for the same week during any period from the last day of student attendance until the first day of resumption of classes (summer recess), the Board will be permitted to utilize outside contractors to perform necessary building preparations without regard to Article 1, Section 1.5.
- d. The parties will meet on or before July 1, 2014, to discuss the continuation of this pilot program; otherwise, this provision (19.4) shall sunset on June 30, 2014.

#### **ARTICLE 19 – WORK WEEK**

- 19.1 The work week for all classified employees shall be five (5) consecutive days Monday through Friday. School buildings will be closed on Saturday, Sunday and Holidays and no custodial work is to be performed on those days without prior approval of the Superintendent.
- 19.2 Any classified employee requested and/or directed to change their normal shift during the work week (Monday through Friday) shall receive their regular days pay plus the hours before or after their regular shift at the rate of time and one half (1-1/2).
- 19.3 In the absence of a custodian or cleaning person, the duties (custodial or cleaning) shall first be offered to the regular staff, respectively, who shall have the opportunity to accept or reject such assignment for the duration of the absence. If the absence exceeds or is reasonably expected to exceed five (5) consecutive days, a substitute (custodian or cleaner) may be provided in lieu of the regular staff.

- 19.4 The Administration shall make every attempt to contact substitutes during the absence of regular employees.
- 19.5 All extra time sheets shall be placed in the appropriate Supervisor's mailbox the Monday after payday and shall be paid in the pay period for which it was worked. If applicable, turnpike receipts shall be turned in with the request. Field trip time must align with the employee's regular pay period. Failure to provide time sheets in a timely fashion may result in loss of pay.

#### **ARTICLE 20 – NON-SCHOOL DAY SCHEDULE**

- 20.1 All custodial-maintenance personnel shall be scheduled to work their normal work hours, on non-school days commencing at a time agreed upon by a majority of custodial-maintenance personnel, subject to the final approval of the Supervisor.

#### **ARTICLE 21 – JURY DUTY**

- 21.1 The Board of Education shall pay a regular employee, including hourly and per diem employees, for work time missed for serving as a juror.

#### **ARTICLE 22 – CALL OUT TIME**

- 22.1 A minimum of two (2) hours at time and one half (1½) shall be paid to all cleaning, custodial, or maintenance employees called out prior to their regular starting time or on a non-scheduled work day. Authorization shall be by the Building Principal, Superintendent, or Immediate Supervisor.
- 22.2 No employee shall be required to be on call for the school district.

#### **ARTICLE 23 – OVERTIME ROTATION**

- 23.1 All overtime shall be assigned on a rotating basis by departmental seniority, as listed in Article 1, Section 1.1 to employees who are qualified in the opinion of the Supervisor with the right of refusal. Should employees refuse the overtime, the Administration reserves the right to assign the two (2) least senior employees on a rotating basis or a substitute. The maintenance department shall be allowed to rotate on the custodial department list.

#### **ARTICLE 24 – TOOL PURCHASE**

- 24.1 Tools required by maintenance and/or custodians to perform the duties of their position shall be provided by the Board of Education.

#### **ARTICLE 25 – JOB DESCRIPTION**

- 25.1 Job descriptions shall be prepared for all classifications.

#### **ARTICLE 26 – OTHER EMPLOYEE FRINGES**

- 26.1 Bargaining unit employees hired before July 1, 2004, working less than twenty (20) hours per week on a regular basis shall, if desired, receive hospitalization, surgical, major medical, vision, and prescription drug coverage, with the Board of Education paying twenty-five percent (25%) of the premiums of such coverage.

Bargaining unit employees hired after July 1, 2004, working less than twenty (20) hours per week on a regular basis shall not be eligible to receive hospitalization, surgical, major medical, vision, life, dental, and prescription drug coverage.

**ARTICLE 27 – BUILDING USE**

- 27.1 Building use: Whenever any building is in use after regular school hours, or any non-session day the Superintendent shall assign a custodian to be in attendance while the building is occupied if Board of Education approved and a rental fee is charged. Assignments shall be made in order of rotating seniority, within the classification with employees having the right of refusal. The Administration reserves the right to assign the least senior custodian in the event all custodians refuse the work.
- 27.2 In the event the building use extends to the kitchen, a cook will be assigned to be in attendance while the kitchen is occupied if Board of Education approved and a rental fee is charged. Cooks shall have the right to refuse this extra work. The Administration reserves the right to assign the least senior cook, in the event all cooks refuse the work.

**ARTICLE 28 – LIFE INSURANCE**

The Board agrees to provide \$45,000.00 fully paid life insurance for each member of the bargaining unit. The plan shall provide for conversion to full life at the option of each bargaining unit member at the time of retirement.

**ARTICLE 29 – HOSPITALIZATION, SURGICAL & MEDICAL INSURANCE**

- 29.1 The Board of Education shall pay, upon employee request, full coverage of family or single hospitalization, surgical and major medical benefits of the Preferred Provider Organization (PPO) for all regular employees hired prior to July 1, 2004, working a minimum of twenty (20) hours weekly in accordance with the Schedule of Benefits set forth in Appendix A of this Agreement, which shall become effective on October 1, 2007. Spousal coordination of benefits will be implemented effective July 1, 2009.
- 29.2 The Board shall pay, upon employee request, coverage of family or single hospitalization, surgical and major medical benefits of the Preferred Provider Organization (PPO) for all regular employees hired after July 1, 2004, working between twenty (20) and thirty-five (35) hours weekly in accordance with the Schedule of Benefits set forth in Appendix A of this Agreement, which shall become effective on October 1, 2007, as follows:

Year of Employment                      Single Paid                      or                      Percentage Board Paid

1	100% with	50%
2	\$10.00 paid	55%
3	by employee	60%
4	each month	65%
5		70%
6		75%
7		80%
8		85%
9		90%

Spousal coordination of benefits will be implemented effective July 1, 2009.

29.3 The Board shall pay, upon employee request coverage of family or single, hospitalization, surgical and major medical benefits of the Preferred Provider Organization (PPO) for all regular employees hired after July 1, 2004, working a schedule of thirty-five (35) or more hours weekly in accordance with the Schedule of Benefits set forth in Appendix A of this Agreement which shall become effective on October 1, 2007. Spousal coordination of benefits will be implemented effective July 1, 2009.

29.4 Any employee hired after October 1, 2010, working between twenty (20) and thirty-five (35) hours per week shall be entitled to single benefits only and shall pay ten percent (10%) of the premium. Any new employee hired after October 1, 2010, working over thirty-five (35) hours per week may select either single or family benefits and shall pay ten percent (10%) of the premium.

29.5 Insurance Committee

An insurance committee made up of an equal number of employee association representatives and Board representatives shall begin meeting to consider alternative insurance options and will present its findings to the Board. The Board and OAPSE #424 will consider the recommendations of the insurance committee, which shall be subject to ratification by the Board and OAPSE Local #424.

29.6 Effective October 1, 2013, all eligible bargaining unit members will receive health insurance benefits on the Consortium Core Plan.

29.7 Effective July 1, 2014, employee contributions to health care coverage will be at 10% in accordance with the rules of the Consortium.

29.8 The Board shall offer a plan that equals the 60% minimum value as defined by the Affordable Care Act (once defined) to eligible employees who may otherwise not meet affordability requirements. This may also be offered to any employee who elects the coverage as an option to the existing plan.

**ARTICLE 30 – PRESCRIPTION DRUG AND VISION CARE**

- 30.1 Prescription drug and vision care coverage will be provided to all qualified members of the classified staff, fully paid by the Board in accordance with the Schedule of Benefits set forth in Appendix A of this Agreement, which shall become effective on October 1, 2007.

Employees hired after October 1, 2010, shall pay ten percent (10%) of the premium for prescription drug coverage.

The Board of Education shall provide Dental Coverage if requested, with the employee paying 100% of the cost.

### **ARTICLE 31 -- EMPLOYMENT PRACTICES OF CLASSIFIED EMPLOYEES**

- 31.1 Notwithstanding the provisions of the salary schedules of the various job classifications, the following shall be the employment practices of the Jackson-Milton School District of classified employees. Any Bargaining Unit Employee eligible for family health benefits who elects not to take such coverage for a complete year shall receive \$1,000.00 for each complete year. Payment shall be made by the second pay in July, immediately following the end of the year in which the employee waived family health benefits.
- 31.2 A minimum of six (6) months (120 days) of employment may equal the first year of experience; thereafter one (1) service year of employment will equal one (1) year of experience on the salary schedule, increments will be granted July 1, of each year.
- 31.3 All classified employees will be given a copy of the labor agreement and packets of information from insurance carrier or carriers concerning all aspects of the coverages provided for each employee. Costs when applicable will be shared equally by the Bargaining Unit and the Board of Education.
- 31.4 Employees may be non-renewed at the end of their one year contract without cause. If re-employed, the employee shall be granted an additional one year contract. An employee may be non-renewed at the end of this one year contract without cause. If re-employed, the employee shall be granted a two-year contract. An employee may be non-renewed at the end of this two-year contract without cause. If re-employed, the employee shall be granted a continuing contract.
- 31.5 The parties intend that the provisions of this Article supersede and take the place of O.R.C. §3319.081.
- 31.6 All paperwork for new hires/subs will be handled by the Board office prior to their tentative work date.
- 31.7 Any employee required to make a court appearance as a witness for or on behalf of the Board of Education shall receive his/her regular rate of pay for the time involved.

### **ARTICLE 32 -- DISCIPLINE**

If an employee violates the Master Agreement, Board Policy, or Administrative Guidelines, any of the following steps may be taken depending on the offense:

1. Verbal warning by Immediate Supervisor. Such verbal warning shall be documented by the Immediate Supervisor in his/her records and a copy will be given to the employee.
2. Letter of Reprimand by Immediate Supervisor.
3. Letter of Reprimand by Superintendent and three (3) days suspension from work without pay.
4. Referral to Board of Education and five (5) days suspension from work without pay.
5. Termination of contract by Board of Education.

Discipline shall normally be corrective and progressive. However, depending upon the severity of the offense, levels of discipline may be passed over.

Previous occurrences of discipline will be disregarded for all purposes five (5) years after the discipline was given if there have been no additional occurrences of discipline during the five (5) year period.

An employee who operates District motor vehicles or equipment must maintain under six (6) points on his/her current operator's license and be insurable in order to be eligible for continued employment.

### **ARTICLE 33 COMPLETE AGREEMENT**

This Agreement supersedes and cancels all previous agreements, verbal or written or based upon alleged past practices, between the Board and the Union and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties.

### **ARTICLE 34 – POSTING AND BID-PROCEDURE**

As regular vacancies which the Board intends to fill occur or new positions are created in the various schools and administrative offices, such vacancies shall be posted within ten (10) working days, for a period of five (5) working days in an area accessible to all classified employees. Such notice will set forth the classification, time schedule, salary range, job description and qualifications. Notice of such vacancies shall be emailed to all employees not working the summer months along with the employee's payroll notification/check. Notice of such vacancies shall be mailed to all laid-off employees.

Within five (5) working days after the vacancy is filled the date and name of the person filling the vacancy shall be given to the President of the Chapter by the Treasurer. Any employee

interested in the vacancy shall submit, in writing, to the Superintendent, a request for the vacant position, no later than five (5) working days after the vacancy has been posted.

The Superintendent shall make a recommendation within the next ten (10) days or as soon as possible thereafter based on the applicant's qualifications. Qualifications shall be determined by the Superintendent based on the applicants' seniority, experience, training, attendance, and work record. The determination of the Superintendent shall not be arbitrary or capricious.

The Board shall establish a skills test for the positions of secretary, custodian, and maintenance person. The test must be related to the requirements of the position, be fair and reasonable, be administered in good faith, and be properly scored. A grade of 80% is necessary for passage. Any applicant who passed the skills test may be awarded the position.

Any applicant appointed to fill a vacancy, in a different job classification, shall serve a probationary period not to exceed ninety (90) days. If the employee's performance is not satisfactory, or if the employee does not desire to remain in the new position, he/she shall be reassigned to his/her former position at the salary rate earned prior to his/her appointment to the vacancy, and still maintain seniority. A substitute will be employed in the applicant's former position during this time. However, if such new position held by the employee was a second contract, then the second contract shall end, and the employee shall remain only in his/her original position.

No employee shall be entitled to health insurance benefits by virtue of hours worked on a second contract even if it is for the same position.

Unless by May 1, 2014, there is confirmation that the scheduled implementation of the 30 hour provision of the Affordable Care Act (January 1, 2015) is delayed or removed then, as of July 1, 2014, employees with 2<sup>nd</sup> jobs (regardless of whether or not in the same classification) will be terminated from those 2<sup>nd</sup> positions.<sup>1</sup>

No employee shall have a regular work week in excess of forty (40) hours by virtue of hours worked on a second contract. Employees holding two contracts<sup>2</sup> must obtain authorization to exceed forty (40) hours in any week and are responsible for monitoring hours for such purpose. Hours in excess of 40 will be paid at the higher hourly rate of the two jobs.

Bus drivers holding a second contract shall not be eligible for Field Trips/Extra Trips and will be exempted from the 18 trip minimum. This does not include drivers who hold a preschool or kindergarten contract or bus coordinator contract.

Employees hired for a second contract shall accrue leave only on their original contract for accounting purposes. Effective July 1, 2013, there will be no separate accounting of leave balances for those holding more than one position. However, when a day of covered paid leave is used, the employee will be paid the compensation that he/she would have earned had he/she been at work on that day (i.e., for both positions).

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<sup>1</sup> The exception is the one identified bargaining unit member with continuing contracts in two positions, who will be scheduled for no more than 29 hours per week, but held harmless relative to total compensation for the remainder of this Agreement.

<sup>2</sup> Current employees working two positions will be maintained in those positions for the 2013-2014 contract year.

A vacancy will be filled by the applicant who, in the discretion of the Superintendent, best meets the qualifications necessary to perform that position.

All new employees shall be informed of the probationary period, fringe benefits and union rights.

Seniority for employees with the same date of hire shall be determined by the order which the employees' name appears on the Agenda of the Board of Education. The first employee listed on the Agenda shall be considered most senior and the last employee on the Agenda shall be considered most junior.

### **ARTICLE 35 – WORKER’S COMPENSATION**

- 35.1 Teachers and school employees are covered by the Worker’s Compensation Law which provides compensation to workers and their dependents for death, injuries or occupational diseases occasioned in the course of such worker’s employment. Forms are available in the Treasurer’s Office and accidents must be reported accurately and promptly. An employee shall notify the Supervisor immediately and fill out an accident report as soon as possible after any work-related injury.

### **ARTICLE 36 – SERS SALARY REDUCTION PICK-UP**

- A. The Treasurer of the Board of Education shall contribute to the School Employees Retirement System (SERS), in addition to the Board’s required employer contribution, an amount equal to each employee’s contribution in lieu of payment to such employee. The amount contributed by the Board on behalf of the employee shall be treated as a mandatory salary reduction from the contract salary otherwise payable to such classified employees.
- B. The total annual salary for each employee shall be the salary otherwise payable under their contracts. The total annual salary shall be payable by the Board in two (2) parts: (1) deferred salary and (2) cash salary. An employee’s deferred salary shall be equal to that percentage of said employee’s total annual salary which is required by SERS to be paid as an employee contribution by said employee and shall be paid by the Board to SERS on behalf of said employee as a “pick-up” of the SERS employee contribution otherwise payable by the employee. An employee’s cash salary shall be equal to said employee’s total annual salary, less the amount of the “pick-up” for said employee and shall be payable, subject to applicable payroll deductions, to said employee.
- C. The Board’s total combined expenditures for employee’s total annual salaries otherwise payable under their contracts (including “pick-up” amounts) and its employer contributions to SERS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.
- D. The Board shall compute and remit its employer contribution to SERS based upon the total annual salary, including the “pick-up”. The Board shall report for municipal income tax purpose as an employee’s gross income said employee’s total annual salary, including

the amount of the "pick-up". The Board shall compute income tax withholding based upon gross income as reported to the respective tax authorities.

- E. The "pick-up" shall be included in the employee's total annual salary for the purpose of computing daily rate of pay, for determining salary adjustments to be made due to absence, or for any other similar purpose.
- F. The "pick-up" shall be a uniform percent for all classified employees, and it shall apply to all payroll payments made after the effective date of this provision and shall not be at the individual employee's option.
- G. The provision shall be effective and the "pick-up" shall apply to all payroll payments made after.
- H. The current taxation or deferred taxation of the "pick-up" is determined solely by the Internal Revenue Service (IRS) and compliance with this section does not guarantee that the tax on the "pick-up" will be deferred. If the IRS or other governmental entity declares the "pick-up" not be tax deferred, this section shall be null and void and the SERS contribution procedure in place prior to the effective date of this provision shall be in effect.

#### **ARTICLE 37 – LIABILITY INSURANCE**

No bargaining unit employee shall be responsible for payment of any judgment, costs, and/or expenses for any injury, death, or loss to persons or property allegedly caused by an act or omission of the employee which occurred during the scope of his/her employment. The employer shall provide insurance for bargaining unit employees to pay any such judgment, costs, and/or expenses.

#### **ARTICLE 38 – LAYOFF AND RECALL**

- 38.1 If the Board determines it is necessary to reduce the number of employees in a department because of abolishment of position, lack of funds or lack of work, the following procedures shall govern such lay off.
- 38.2 The number of persons affected by a reduction in force will be kept to a minimum in so far as practical by not employing replacements for employees who resign, retire, die or whose contracts are not renewed on the basis of performance.
- 38.3 Whenever it is necessary to lay off employees for the reasons set forth above, employees shall be laid off in the order of department seniority with the least senior employee laid off first. For the purpose of this Article, "department seniority" shall be defined as the uninterrupted length of continuous service in a department. Authorized leaves of absence do not constitute an interruption in continuous service; however, time spent on an unpaid leave shall not be counted in computing seniority.
- 38.4 The following departments shall be used in the event of a layoff:

- A. Aide Department\*
  - Lunch/Recess Aide
  - Bus Aide
  - Crosswalk Aide
  - Sub Caller
  
- B. Custodial Department
  - Custodian
  - Cleaning Person
  
- C. Food Service Department
  - Head Cook
  - Cook
  - Ala Carte Cook
  - Cashier
  
- D. Maintenance Department
  - Maintenance Person
  
- E. Paraprofessional Department\*
  - Computer Paraprofessional
  - Library Paraprofessional
  - Classroom Paraprofessional
  - ISS Paraprofessional
  
- F. Secretarial Department
  - Secretary
  
- G. Transportation Department
  - Bus Driver

38.5 The Board shall determine in which department and position(s) any layoff shall occur and the number of employees to be laid off. Employees on limited contracts shall be laid off before employees on continuing contracts.

38.6 Employees who are laid off pursuant to this Article shall be recalled in order of department seniority to positions within the department. Employees on continuing contract shall be reinstated before employees on limited contract. Laid off employees shall have the opportunity to bump laterally or downward in pay in their department (except that Department E shall also be permitted to bump into Department A) based on the seniority that the employee has in his/her department. Laid off employees shall also have the opportunity to bump to their previous department, based on the seniority the employee had accrued in the previous department.

38.7 After vacant positions are posted and filled according to Article 35, laid-off employees shall be considered for employment in the first vacant position regardless of the departments held by the laid-off employees or the departments of the vacant positions. These positions shall be filled by system seniority provided the employee has the mental

and physical ability to perform the duties required of the vacant position. This would include employees who are laid-off due to their inability to pass a physical exam required in their present department.

- 38.8 An employee who is laid off shall remain on the recall list for two (2) years unless he/she waives his/her recall in writing, resigns, fails to accept recall to a position in his/her department or fails to report to work within ten (10) working days after written notice of recall.

\*Departments A and E were the same classification until July 1, 2004. Therefore, employees in Departments A and E shall retain the department seniority that they held on July 1, 2004.

### **ARTICLE 39 – UNION RIGHTS**

- 39.1 The Administration and representatives of the Union shall meet on an as needed basis for the purpose of maintaining communication and open discussion between the two parties. Should either party determine that a meeting is necessary, it shall notify the other party in writing with a copy of the proposed agenda. Such meetings will be held from October through May in the Superintendent's office.
- 39.2 The Union or any committee thereof may use school facilities and office equipment, with advance approval. Supplies necessary for the use of the office equipment shall be furnished by the Union.
- 39.3 Union representatives to have e-mail access and key/fob entrance for after school hour Union related purposes.
- 39.4 Official delegates (not to exceed two (2) and not from the same department, unless otherwise approved by the Supervisor or Superintendent) shall be permitted to attend the OAPSE Annual Convention without loss of pay for a period not to exceed three (3) work days each. Expenses incurred by those attending shall be borne by the employee.
- 39.5 All members of OAPSE shall be permitted to attend the Annual OAPSE Northeast District Conference without loss of pay, providing this conference falls on NEOTA Day. Members normally scheduled to work shall have the option of attending the conference or working. Certification of attendance may be requested.

### **ARTICLE 40 – MISCELLANEOUS**

Each member of the Bargaining Unit will be formally evaluated each year by his/her administrator. The evaluation will become part of the Employee's Personnel File.

Should the Custodial Supervisor believe the temperature within the building to be so high as to be detrimental to the health and/or safety of employees; then the Supervisor shall contact the Superintendent with these concerns. The Superintendent shall assess the situation and determine whether or not employees shall perform work in the area in question.

Employees shall be entitled to apply for extra – curricular positions not filled by the certified staff.

All employees who are required by their Immediate Supervisor to attend mandatory meetings or training shall be paid their regular hourly rate of pay. This shall not include extra trip meetings.

For FLSA purposes, work performed by bargaining unit members doing sporadic work such as ticket taking, money taking, line judge, or other occasional work will not be part of the work week for overtime calculation. The pay for such sporadic work will be paid per the approved Board schedule.

### **ARTICLE 41 – EMPLOYEE DISCLOSURE**

**Section 1.** **Disclosure of Criminal Violations.** Any employee who pleads guilty to or is convicted of any offense set forth in Section 3319.39 of the Ohio Revised Code, any substantively comparable ordinance of a municipal corporation or any substantively comparable statute of another State shall be required to disclose such conviction or plea of guilty to the School District. Failure to do so can result in disciplinary action up to and including termination. Convictions of, or pleas of guilty to the offenses described above are not an automatic bar to continued employment, but the Board has the right, on a case-by-case basis and for just cause, to terminate employees convicted of such offenses, in the future.

**Section 2.** **Disclosure on Employment Application.** Pursuant to the Management Rights clause, the Board reserves the right to take appropriate disciplinary action with regard to employees who fail to truthfully fill out their employment application.

**Section 3.** **Disclosure of Arrest Warrants.** Employees knowledgeable of outstanding arrest warrants must notify the School District of the warrant and resolve the warrant as expeditiously as possible. An employee may use a personal day or other unpaid leave day to resolve the warrant; otherwise, an employee arrested on a warrant will not be allowed to return to pay status until submission of documentation that the warrant has been resolved.

**Section 4.** **Pre-Employment Criminal Background Investigation.** Pursuant to Section 3319.39 of the Ohio Revised Code, the employment of any employee is conditional until a criminal records check has been completed and reveals that the employee has not been convicted of any of the crimes listed in that statute.

Provided: This Section shall not apply to the above-described offenses for which a plea of guilty, or conviction was made prior to October 29, 1993, unless such plea or conviction was misrepresented on the employee application. Except as required on the employment application, employees shall not be required to disclose O.R.C. 3319.39 convictions or guilty pleas occurring between October 28, 1993 and July 1, 1999. However, such non-disclosure shall not insulate the employee from disciplinary action as set forth in Section 1, above, where such conviction or guilty plea has ultimately come to the attention of the District.

Provided further, that employees who are conditionally employed under the terms of this Section shall otherwise be subject to the terms of this Agreement.

## **ARTICLE 42 – DRUG TESTING**

- Section 1.** When there is reasonable cause to believe that an individual employee is using illegal drugs or alcohol at work or is under the influence of drugs or alcohol at work, and/or pursuant to current District CDL Drug Testing regulations, such employee will be directed to report to the District designated physician or medical clinic, on District time and expense, for a fitness for duty examination. This will involve appropriate testing, including possible urine or blood tests or breathalyzer exam as determined by the appropriate medical personnel. The circumstances supporting the allegation shall be reduced to writing, signed by one (1) referring supervisor who has received drug/alcohol abuse education, and provided to the appropriate personnel and the Union prior to testing.
- Section 2.** An employee may be referred for such fitness for duty screening if one (1) referring supervisor who has received drug/alcohol abuse education has a reasonable suspicion that the employee is then under the influence of alcohol or a controlled substance. The demand for a urine, blood or breath specimen shall be made based only upon specific, objective facts, and reasonable inferences drawn from those facts in light of experience, that the employee is then under the influence of drugs or alcohol so as to endanger fellow employees, the public, or otherwise adversely impact on the employee's ability to perform his or her job duties. In addition, employees may be referred for mandatory urine, blood or breathalyzer tests to determine substance abuse as part of a disciplinary probation for employees who have violated the District's drug and alcohol rules.
- Section 3.** An employee shall be entitled to the presence of a Union representative before testing is administered. An employee who refuses to take a drug or alcohol test may be discharged immediately by the District.
- Section 4.** As concerns urine samples for drug testing, subject employees will undergo an initial screening (EMIT) test. For any positive results, a confirmatory test employing the gas chromatography/mass spectrometry (GC/MS) test will be used. The District will insure that there is a continuous chain of custody of any sample taken from an employee. Specimen collection will occur in a medical setting and the procedures shall not demean, embarrass, or cause physical discomfort to the employee.
- Section 5.** The results of a drug or alcohol screening test will be kept strictly confidential. An employee who tests positive for drugs and/or alcohol will have the opportunity to review the test results and, if desired, a reasonable opportunity to rebut the results. Copies of any such evaluation shall be provided to the District and to the individual tested. Where urine or blood samples have been taken, the samples will be preserved for a reasonable period of time and such employee will have the opportunity to take these samples to a reputable physician, or laboratory of his or her choosing for a re-testing. An employee shall be deemed to have

failed an alcohol test if:

- (1) The person has concentration of ten-hundredths (10/100) of one percent (1%) or more by weight of alcohol in his blood;
- (2) The person has a concentration of ten-hundredths (10/100) of one gram or more by weight of alcohol per two hundred ten (210) liters of his breath;
- (3) The person has a concentration of fourteen-hundredths (14/100) of one (1) gram or more by weight of alcohol per one hundred (100) milliliters of his urine.

Section 6. Employees who may be drug or alcohol dependent are encouraged to voluntarily seek professional assistance through a reputable treatment program. The District's Employee Assistance Program (EAP) can provide counseling and referral. All records of an employee seeking medical rehabilitation for drug and alcohol dependency, either through the EAP or otherwise, will be kept strictly confidential. Voluntary assistance should be sought before dependency affects job performance so as to endanger fellow employees, the public, or otherwise adversely impact on the employee's ability to perform his or her job duties.

Section 7. The EAP program does not supplant the normal discipline and grievance procedure. An employee subjected to disciplinary charges which include substance abuse on the job will be given access to the drug or alcohol screening results, the ability to have privately tested the blood or urine samples at an independent laboratory and the opportunity to rebut any allegations of substance abuse. Any charging letter issued to an employee which included allegations of substance abuse on the job shall list the basis upon which it was determined that there was reasonable cause to believe the employee was using drugs or was under the influence of drugs or alcohol at work.

Section 8. Any employee found to have positive screens for drugs and/or alcohol must be given medical clearance by a qualified physician acceptable to the District before returning to work.

Section 9. An employee who fails a drug or alcohol test for the second time during his employment with the District may be discharged immediately by the District, subject to just cause and the provisions of the grievance procedure.

Section 10. The District is not responsible for any legal obligations and costs for claims based on the Union's duty of fair representation.

Section 11. The Union shall be indemnified and held harmless by the District for any violation of an employee's constitutional, common law, or statutory rights.

Section 12. Any employee who is involved in an accident involving District equipment or vehicles may be required to submit to an alcohol/drug test. If an employee is directed to submit to an alcohol/drug test, the Board will pay the full cost of the

test.

Section 13. All bargaining unit members will be subject to mandatory random drug testing following the Board's adoption of a policy to that effect in the 2013-2014 contract year.

#### **ARTICLE 43 – DURATION**

This Agreement shall be effective July 1, 2013, and remain in full force and in effect through June 30, 2016.

## APPENDIX A

**APPENDIX B**

GRIEVANCE FORM

OAPSE LOCAL #424

Grievance Number \_\_\_\_\_

Name of Employee (Grievant)

Department

Position

Home Address

Home Phone Number

Work Location

Work Phone

District Seniority

Immediate Supervisor

CONTRACT VIOLATION

STATEMENT OF THE GRIEVANCE

Article Sections

State the issue involved and the date the incident took place.

Remedy Requested

Date

Employee (Grievant) Signature

**APPENDIX B (cont.)**

**LEVEL ONE**

Informal Discussion

Date Discussed

Grievant's Signature

**LEVEL TWO**

Supervisor's Signature

Date Received

Date Answered

Disposition of Grievance

**LEVEL THREE**

Superintendent's Signature

Date Received

Date Answered

Disposition of Grievance

**LEVEL FOUR**

Treasurer's Signature

Date Received

Date Answered

Disposition of Grievance

LEVEL FIVE

APPENDIX B (cont.)

Superintendent's Signature

Date Received

Date Submitted to Arbitration

## APPENDIX C

### BUS DRIVERS

- C-1 School bus drivers shall be employed to drive in accordance with the direction of the Transportation Supervisor of the School District, the rules and regulations of the State of Ohio and the rules and regulations of the Jackson-Milton Board of Education.
- C-2 Parochial Student Drivers – Drivers regularly assigned to make this run shall be first utilized to transport these students on nonpublic school days.
- C-3 Repair Time – The rate of pay for drivers taking buses for repair shall be at their regular rate for all hours worked. Employees shall receive prior oral approval by the Superintendent or Transportation Coordinator before taking buses for repair.
- C-4 Kindergarten/Preschool
- A. Drivers currently on preschool or kindergarten runs shall continue to hold said runs until such time as the employee resigns, retires or is terminated for cause in accordance with Article 32.
  - B. When a run is vacated due to one of the aforementioned reasons then that run shall be posted and awarded to the driver with the greatest service credit with Jackson-Milton Local Schools.
  - C. In the event the number of preschool or kindergarten runs is reduced, the driver with the least service credit on the preschool or kindergarten run shall be the first relieved of a preschool or kindergarten run.
  - D. Preschool or kindergarten runs shall be paid actual driving time, with a one (1) hour minimum time over one (1) hour per day shall be turned in weekly, and additional time shall be paid in increments of fifteen (15) minutes.
  - E. If not enough drivers sign up to do one-half (½) day kindergarten during the first week and one-half of the school year, drivers will be assigned from the bottom of the seniority list until all spots are filled and will be paid at the driver's regular rate.
- C-5 Extra Trip Policy
- Field/Extra trips are considered one of the essential functions of a bus driver's job with the District. As such, bus drivers must participate in the rotation of field/extra trips unless or until they meet a minimum of 18 such trips per contract year (if available). Failure to meet such minimum may result in disciplinary action, up to and including suspension without pay. This requirement does not apply to drivers who have two positions with the District. In addition, the minimum requirement will be prorated for drivers on authorized long-term leaves.

Drivers will be paid at his/her regular rate for all trips; however, each driver meeting the minimum (18) trips per contract year will receive a bonus payment of \$500, payable on the second payroll of June.

The parties agree to meet at the end of the 2013-2014 contract year to review the minimum trip requirement. Any changes to this program must be ratified by the Union and approved by the Board.

- A. Extra trips are athletic, band, field trips that involve 10 or more students and do not exceed 200 miles each way in Ohio.
- B. All extra trips for bus drivers are to be awarded on a classification seniority rotation basis. If a trip is refused, that driver shall go to the bottom of the rotation list. Exceptions to this provision are as follows:
  - 1. The driver is on sick leave or personal leave on the day which the trip is assigned.
  - 2. The driver has received less than seventy-two (72) hours notice prior to the departure date.
- C. The Supervisor of Transportation or designee shall notify and assign drivers, in rotation, seventy-two (72) hours in advance, of the trips for which he received cards. In making assignments, the drivers first on rotation shall be assigned the trip card having the earliest date and time. The others shall follow in order, according to the dates and times of the trips. It is the responsibility of the Supervisor of Transportation to inform and request those responsible for ordering the buses for extra trips to do so in plenty of time in advance so to correspond with the policy.

Extra time shall be awarded on a seniority rotation basis. From time to time, situations will arise when it is not in the best interest of the student being transported or the school district to follow this rotation; then the Superintendent will make the determination.
- D. However, should a trip necessitate less than seventy-two (72) hours' notice (through no fault of the Supervisor of Transportation or the personnel responsible for ordering said buses), the trip card shall be given out so as to continue the rotation.
- E. For trips occurring on or after July 1<sup>st</sup>, there will be a second list for "summer trips." Any driver who signs up for that list who is unable to be notified of a trip due him/her shall be passed by on that particular rotation of trips. Summer trips will count toward the driver's minimum field/extra trip amount.
- F. In the event of a cancellation of any field trip, the driver so assigned shall be given the next available trip and remain in his/her proper rotation order.

- G. The Supervisor of Transportation shall keep a posted roster of all drivers offered trips.
- H. In emergency circumstances, such as where all drivers signed up for extra trips refuse an extra trip, the Supervisor of Transportation may assign the trip to the driver with the lowest seniority of those drivers on the extra trip roster, or a substitute driver.
- I. Regular drivers have the right to drive all extra trips. Substitute drivers shall, if necessary, be assigned to drive regular routes.
- J. Each bus driver will be paid \$65.00 two (2) times per school year as reimbursement for required deep cleaning their assigned school bus in preparation for the bus inspections. Inside and outside of the bus is to be cleaned including the windows. The bus must be inspected by the Supervisor of Transportation within twenty-four (24) hours, and the Supervisor of Transportation will sign the form.
- K. Bus Drivers and Summer Work. The driver shall receive his/her regular hourly rate of pay when that driver is assigned to work by the Supervisor of Transportation. The seniority roster will be followed. Also the two (2) hour minimum will apply. For non-transportation department summer work, drivers will be paid at the applicable Board-approved summer work rate.
- L. If a school bus driver on a Board approved leave of absence is requested, by the Superintendent, to act as a substitute bus driver, they will be paid according to their current position on the bus driver's salary schedule.
- M. All bus drivers will be notified as soon as possible on the mornings when school is being called off due to calamity reasons. All drivers will be notified by the Supervisor of Transportation through the District's Parent Broadcast System.
- N. The Supervisor of Transportation shall have the right to specify which bus the driver is to take on a particular trip. The driver taking said trip is responsible for the interior cleanliness of the bus and fueling upon return.
- O. Overnight trips shall be offered and assigned as all other trips, utilizing the rotation roster.
- P. The following pay rate shall exist for all extra trips:
  - 1. All hours worked for field trips and/or extra trips above the 4.25 hours per day on contracted school days will be paid at the driver's regular rate.
  - 2. Maximum of eight (8) hours per day plus meals and lodging for overnight trips in accordance with Board Policy.

- Q. A substitute driver shall be utilized only in the event regular drivers are not available.
  - R. All field trips and extra-curricular trips are to be driven by a bus driver who is a member of this bargaining unit unless no bargaining unit member is available.
  - S. Bus drivers shall receive two hours pay for mandatory drug and alcohol testing where such testing takes place during off duty hours.
  - T. Bus drivers shall have re-certification expenses paid by the District.
  - U. All school buses shall be parked on school property in the designated school bus parking lot. All school bus drivers shall report to the parking lot to do a pre-trip inspection and start their assigned school bus at least fifteen (15) minutes prior to departure to begin their school bus runs.
  - V. All drivers will be given a key/fob to the elementary school only for the purpose of using the restroom. Access time will be six (6) days a week from 6:00 a.m. to 11:00 p.m.
  - W. Drivers may not permit any student, other than those regularly assigned to their bus, to ride their school bus without written permission from the Transportation Supervisor.
  - X. Field trip rotation roster will be updated as needed.
- C-6 Field trip meetings are to be held on a bi-weekly basis.

#### Bus Driver Routes

- The Superintendent shall have the final authority over the assignment and/or reassignment of routes.

**JACKSON-MILTON LOCAL SCHOOLS**  
**CLASSIFIED STAFF SALARY SCHEDULES**

**JULY 1, 2013 – JUNE 30, 2016**

Wages: 2013 – 2016

- 1% pay increases in each of the three years of this Agreement
- Cleaners salary schedule will be same grid as current Aides schedule
- Employees of record as of June 30, 2013, to receive \$250 non-salary schedule based stipend in years 2 and 3 of this Agreement, payable in December of 2014 and 2015.

**BUS DRIVERS**

Bus Driver 178 days + 8 holidays x 4.25 hrs. = 790.50 hours

**BUS DRIVERS**

178 days + 8 holidays x 4.25 hrs = 790.50 hours

<u>Exp.</u>	2013-2014		2014-2015		2015-2016	
	Hourly	Annual	Hourly	Annual	Hourly	Annual
1	15.80	12,489.90	15.96	12,616.38	16.12	12,742.86
2	16.57	13,098.59	16.74	13,232.97	16.91	13,367.36
3	16.87	13,335.74	17.04	13,470.12	17.21	13,604.51
4	17.15	13,557.08	17.32	13,691.46	17.49	13,825.85
5	17.46	13,802.13	17.63	13,936.52	17.81	14,078.81
6	17.65	13,952.33	17.83	14,094.62	18.01	14,236.91
16	18.13	14,331.77	18.31	14,474.06	18.49	14,616.35
21	18.39	14,537.30	18.57	14,679.59	18.76	14,829.78
26	18.65	14,742.83	18.84	14,893.02	19.03	15,043.22

(OR)

**BUS DRIVERS**

178 days + 8 holidays x 2.25 hrs. = 418.50 hours

<u>Exp.</u>	2013-2014		2014-2015		2015-2016	
	Hourly	Annual	Hourly	Annual	Hourly	Annual
1	15.80	6,612.30	15.96	6,679.26	16.12	6,746.22
2	16.57	6,934.55	16.74	7,005.69	16.91	7,076.84
3	16.87	7,060.10	17.04	7,131.24	17.21	7,202.39
4	17.15	7,177.28	17.32	7,248.42	17.49	7,319.57
5	17.46	7,307.01	17.63	7,378.16	17.81	7,453.49
6	17.65	7,386.53	17.83	7,461.86	18.01	7,537.19
16	18.13	7,587.41	18.31	7,662.74	18.49	7,738.07
21	18.39	7,696.22	18.57	7,771.55	18.76	7,851.06
26	18.65	7,805.03	18.84	7,884.54	19.03	7,964.06

Bus Repairs and Extra Trips – At Driver's current hourly rate of pay.

**COOK, ALA CARTE COOK, CASHIER****COOK, CASHIER**

180 days + 8 holidays x 3.5 hrs. = 658 hours

<u>Exp.</u>	2013-2014		2014-2015		2015-2016	
	Hourly	Annual	Hourly	Annual	Hourly	Annual
1	10.75	7,073.50	10.86	7,145.88	10.97	7,218.26
2	11.16	7,343.28	11.27	7,415.66	11.38	7,488.04
3	11.57	7,613.06	11.69	7,692.02	11.81	7,770.98
4	11.97	7,876.26	12.09	7,955.22	12.21	8,034.18
5	12.48	8,211.84	12.60	8,290.80	12.73	8,376.34
6	12.75	8,389.50	12.88	8,475.04	13.01	8,560.58
16	13.22	8,698.76	13.35	8,784.30	13.48	8,869.84
21	13.48	8,869.84	13.61	8,955.38	13.75	9,047.50
26	13.75	9,047.50	13.89	9,139.62	14.03	9,231.74

**ALA CARTE COOK**

178 days + 8 holidays x 2.5 hrs. = 465 hours

<u>Exp.</u>	2013-2014		2014-2015		2015-2016	
	Hourly	Annual	Hourly	Annual	Hourly	Annual
1	10.75	4,998.75	10.86	5,049.90	10.97	5,101.05
2	11.16	5,189.40	11.27	5,240.55	11.38	5,291.70
3	11.57	5,380.05	11.69	5,435.85	11.81	5,491.65
4	11.97	5,566.05	12.09	5,621.85	12.21	5,677.65
5	12.48	5,803.20	12.60	5,859.00	12.73	5,919.45
6	12.75	5,928.75	12.88	5,989.20	13.01	6,049.65
16	13.22	6,147.30	13.35	6,207.75	13.48	6,268.20
21	13.48	6,268.20	13.61	6,328.65	13.75	6,393.75
26	13.75	6,393.75	13.89	6,458.85	14.03	6,523.95

**HEAD COOK**

180 days + 8 holidays x 8 hrs. = 1504 hours

<u>Exp.</u>	2013-2014		2014-2015		2015-2016	
	Hourly	Annual	Hourly	Annual	Hourly	Annual
1	13.21	19,867.84	13.34	20,063.36	13.47	20,258.88
2	13.62	20,484.48	13.76	20,695.04	13.90	20,905.60
3	14.05	21,131.20	14.19	21,341.76	14.33	21,552.32
4	14.47	21,762.88	14.61	21,973.44	14.76	22,199.04
5	14.89	22,394.56	15.04	22,620.16	15.19	22,845.76
6	15.31	23,026.24	15.46	23,251.84	15.61	23,477.44
16	15.79	23,748.16	15.95	23,988.80	16.11	24,229.44
21	16.05	24,139.20	16.21	24,379.84	16.37	24,620.48
26	16.31	24,530.24	16.47	24,770.88	16.63	25,011.52

**AIDE DEPARTMENT-Lunch/  
Recess**

178 days + 8 holidays x 2.5 hrs.= 465 hours

<u>Exp.</u>	2013-2014		2014-2015		2015-2016	
	Hourly	Annual	Hourly	Annual	Hourly	Annual
1	10.97	5,101.05	11.08	5,152.20	11.19	5,203.35
2	11.30	5,254.50	11.41	5,305.65	11.52	5,356.80
3	11.62	5,403.30	11.74	5,459.10	11.86	5,514.90
4	12.03	5,593.95	12.15	5,649.75	12.27	5,705.55
5	12.47	5,798.55	12.59	5,854.35	12.72	5,914.80
6	12.94	6,017.10	13.07	6,077.55	13.20	6,138.00
16	13.41	6,235.65	13.54	6,296.10	13.68	6,361.20
21	13.68	6,361.20	13.82	6,426.30	13.96	6,491.40
26	13.94	6,482.10	14.08	6,547.20	14.22	6,612.30

**Bus Aide, Crosswalk, Sub-Caller**

178 days + 8 holidays x 2hrs.= 372 hours

<u>Exp.</u>	2013-2014		2014-2015		2015-2016	
	Hourly	Annual	Hourly	Annual	Hourly	Annual
1	10.97	4,080.84	11.08	4,121.76	11.19	4,162.68
2	11.30	4,203.60	11.41	4,244.52	11.52	4,285.44
3	11.62	4,322.64	11.74	4,367.28	11.86	4,411.92
4	12.03	4,475.16	12.15	4,519.80	12.27	4,564.44
5	12.47	4,638.84	12.59	4,683.48	12.72	4,731.84
6	12.94	4,813.68	13.07	4,862.04	13.20	4,910.40
16	13.41	4,988.52	13.54	5,036.88	13.68	5,088.96
21	13.68	5,088.96	13.82	5,141.04	13.96	5,193.12
26	13.94	5,185.68	14.08	5,237.76	14.22	5,289.84

**SECRETARIES**

195 days + 8 holidays x 8hr. = 1,624 hours

<u>Exp.</u>	2013-2014		2014-2015		2015-2016	
	Hourly	Annual	Hourly	Annual	Hourly	Annual
1	12.88	20,917.12	13.01	21,128.24	13.14	21,339.36
2	13.27	21,550.48	13.40	21,761.60	13.53	21,972.72
3	13.57	22,037.68	13.71	22,265.04	13.85	22,492.40
4	13.85	22,492.40	13.99	22,719.76	14.13	22,947.12
5	14.35	23,304.40	14.49	23,531.76	14.63	23,759.12
6	14.77	23,986.48	14.92	24,230.08	15.07	24,473.68
16	15.24	24,749.76	15.39	24,993.36	15.54	25,236.96
21	15.50	25,172.00	15.66	25,431.84	15.82	25,691.68
26	15.77	25,610.48	15.93	25,870.32	16.09	26,130.16

**SECRETARIES**

195 days + 8 holidays x 3.5 hrs. = 710.50

<u>Exp.</u>	2013-2014		2014-2015		2015-2016	
	Hourly	Annual	Hourly	Annual	Hourly	Annual
1	12.88	9,151.24	13.01	9,243.61	13.14	9,335.97
2	13.27	9,428.34	13.40	9,520.70	13.53	9,613.07
3	13.57	9,641.49	13.71	9,740.96	13.85	9,840.43
4	13.85	9,840.43	13.99	9,939.90	14.13	10,039.37
5	14.35	10,195.68	14.49	10,295.15	14.63	10,394.62
6	14.77	10,494.09	14.92	10,600.66	15.07	10,707.24
16	15.24	10,828.02	15.39	10,934.60	15.54	11,041.17
21	15.50	11,012.75	15.66	11,126.43	15.82	11,240.11
26	15.77	11,204.59	15.93	11,318.27	16.09	11,431.95

**PARAPROFESSIONALS**

178 days + 8 holidays x 3.5 hrs. = 651 hours

Computer/Library/Classroom/ISS

<u>Exp.</u>	2013-2014		2014-2015		2015-2016	
	Hourly	Annual	Hourly	Annual	Hourly	Annual
1	11.69	7,610.19	11.81	7,688.31	11.93	7,766.43
2	12.11	7,883.61	12.23	7,961.73	12.35	8,039.85
3	12.52	8,150.52	12.65	8,235.15	12.78	8,319.78
4	12.95	8,430.45	13.08	8,515.08	13.21	8,599.71
5	13.36	8,697.36	13.49	8,781.99	13.62	8,866.62
6	13.78	8,970.78	13.92	9,061.92	14.06	9,153.06
16	14.25	9,276.75	14.39	9,367.89	14.53	9,459.03
21	14.51	9,446.01	14.66	9,543.66	14.81	9,641.31
26	14.78	9,621.78	14.93	9,719.43	15.08	9,817.08

**PARAPROFESSIONALS**

178 days + 8 holidays x 7 hrs. = 1,302 hours

Computer/Library/Classroom/ISS

<u>Exp.</u>	2013-2014		2014-2015		2015-2016	
	Hourly	Annual	Hourly	Annual	Hourly	Annual
1	11.69	15,220.38	11.81	15,376.62	11.93	15,532.86
2	12.11	15,767.22	12.23	15,923.46	12.35	16,079.70
3	12.52	16,301.04	12.65	16,470.30	12.78	16,639.56
4	12.95	16,860.90	13.08	17,030.16	13.21	17,199.42
5	13.36	17,394.72	13.49	17,563.98	13.62	17,733.24
6	13.78	17,941.56	13.92	18,123.84	14.06	18,306.12
16	14.25	18,553.50	14.39	18,735.78	14.53	18,918.06
21	14.51	18,892.02	14.66	19,087.32	14.81	19,282.62
26	14.78	19,243.56	14.93	19,438.86	15.08	19,634.16

**CUSTODIAL STAFF**

249 days + 11 holidays x 8 hrs. = 2,080 hours

<u>Exp.</u>	2013-2014		2014-2015		2015-2016	
	Hourly	Annual	Hourly	Annual	Hourly	Annual
1	13.17	27,393.60	13.30	27,664.00	13.43	27,934.40
2	13.32	27,705.60	13.45	27,976.00	13.58	28,246.40
3	13.57	28,225.60	13.71	28,516.80	13.85	28,808.00
4	13.85	28,808.00	13.99	29,099.20	14.13	29,390.40
5	14.11	29,348.80	14.25	29,640.00	14.39	29,931.20
6	14.59	30,347.20	14.74	30,659.20	14.89	30,971.20
16	15.07	31,345.60	15.22	31,657.60	15.37	31,969.60
21	15.33	31,886.40	15.48	32,198.40	15.63	32,510.40
26	15.59	32,427.20	15.75	32,760.00	15.91	33,092.80

**MAINTENANCE**

249 days + 11 holidays x 8 hrs. = 2,080 hours

<u>Exp.</u>	2013-2014		2014-2015		2015-2016	
	Hourly	Annual	Hourly	Annual	Hourly	Annual
1	13.99	29,099.20	14.13	29,390.40	14.27	29,681.60
2	14.33	29,806.40	14.47	30,097.60	14.61	30,388.80
3	14.67	30,513.60	14.82	30,825.60	14.97	31,137.60
4	15.04	31,283.20	15.19	31,595.20	15.34	31,907.20
5	15.42	32,073.60	15.57	32,385.60	15.73	32,718.40
6	15.76	32,780.80	15.92	33,113.60	16.08	33,446.40
16	16.23	33,758.40	16.39	34,091.20	16.55	34,424.00
21	16.48	34,278.40	16.64	34,611.20	16.81	34,964.80
26	16.76	34,860.80	16.93	35,214.40	17.10	35,568.00

**CLEANING  
PERSON**

178 days + 8 holidays x 3.5 hrs = 651 hours

<u>Exp.</u>	Hourly	2013-2014		2014-2015		2015-2016	
		Annual	Hourly	Annual	Hourly	Annual	Hourly
1	10.97	7,141.47	11.08	7,213.08	11.19	7,284.69	
2	11.30	7,356.30	11.41	7,427.91	11.52	7,499.52	
3	11.62	7,564.62	11.74	7,642.74	11.86	7,720.86	
4	12.03	7,831.53	12.15	7,909.65	12.27	7,987.77	
5	12.47	8,117.97	12.59	8,196.09	12.72	8,280.72	
6	12.94	8,423.94	13.07	8,508.57	13.20	8,593.20	
16	13.41	8,729.91	13.54	8,814.54	13.68	8,905.68	
21	13.68	8,905.68	13.82	8,996.82	13.96	9,087.96	
26	13.94	9,074.94	14.08	9,166.08	14.22	9,257.22	



**M.C.S.E.I.C.  
Core Plan**



Benefits	Network	Non-Network
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>	
Dependent Age Limit	26 – Removal upon End of Month	
Pre-Existing Condition Waiting Period (does not apply to members under the age of 19)	Initial Group Waived, All Others 6-9	
Blood Pint Deductible	No Deductible – 0 Pints	
Overall Annual Benefit Period Maximum	\$2,500,000	
Benefit Period Deductible – Single/Family <sup>1</sup>	\$250/\$500	\$500/\$1,000
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$400/\$800	\$1,000/\$2,000
Out of Pocket Maximums if using network and participating providers	\$650/\$1,300	\$1,500/\$3,000
<b>Physician/Office Services</b>		
Office Visit (Illness/Injury) <sup>2</sup>	\$10 copay, then 100%	70% after deductible
Urgent Care Office Visit <sup>2</sup>	\$10 copay, then 100%	70% after deductible
Voluntary Second Surgical Opinion	90% after deductible	70% after deductible
All Immunizations & Injections <sup>3</sup>	90% after deductible	70% after deductible
<b>Preventative Services<sup>4</sup></b>		
<b>Preventive Services, in accordance with federal law<sup>4</sup></b>		
Routine Physical Exams (Age 21 and over)	100%	70% after deductible
Well Child Care Services including Exam and Immunizations (To age 21)	100%	70% after deductible
Well Child Care Laboratory Tests (To age 21)	100%	70% after deductible
Routine Mammogram (One per benefit period)	100%	70% after deductible
Routine Pap Test (One per benefit period)	100%	70% after deductible
Routine PSA Test	100%	70% after deductible
Routine tests ordered by physician	100%	70% after deductible
<b>Outpatient Services</b>		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Dialysis Treatments	90% after deductible	70% after deductible
Physical Therapy - Facility and Professional (30 visits per benefit period) then subject to Medical Review	90% after deductible	70% after deductible
Occupational Therapy - (30 visits per benefit period) then subject to Medical Review – Facility & Professional	90% after deductible	70% after deductible
Chiropractic Therapy – Professional Only (36 visits per benefit period)	90% after deductible	70% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period) then subject to Medical Review	90% after deductible	70% after deductible
Radiation & Chemotherapy – includes Oral	90% after deductible	70% after deductible
Respiratory/Pulmonary Therapy	90% after deductible	70% after deductible
Cardiac Rehabilitation	90% after deductible	70% after deductible
Emergency & Non-Emergency use of an Emergency Room <sup>5</sup>	\$50 copay, then 90% after deductible	

<b>Benefits</b>	<b>Network</b>	<b>Non-Network</b>
<b>Inpatient Facility</b>		
Semi-Private Room and Board	90% after deductible	70% after deductible
Maternity Services	90% after deductible	70% after deductible
Newborn Care	100%	70% after deductible
Skilled Nursing Facility (120 days per benefit period)	90% after deductible	70% after deductible
<b>Additional Services</b>		
Allergy Testing and Treatments	90% after deductible	70% after deductible
Ambulance Services – includes air if medically necessary	90% after deductible	
Durable Medical Equipment/Medical Supplies includes Jobst Stockings	90% after deductible	70% after deductible
Gastric Bypass Services & Follow-up - \$30,000 Lifetime Maximum	90% after deductible	70% after deductible
Home Healthcare (90 visits per benefit period)	90% after deductible	70% after deductible
Hospice Services	90% after deductible	70% after deductible
Human Organ Transplant	90% after deductible	70% after deductible
Initial Newborn Exam	90% after deductible	70% after deductible
Private Duty Nursing (\$5,000 maximum per benefit period)	90% after deductible	70% after deductible
Sterilization – No Reversals	90% after deductible	70% after deductible
TMJ - \$500 Lifetime Maximum	90% after deductible	70% after deductible
<b>Mental Health and Substance Abuse</b>		
Inpatient Mental Health and Inpatient Substance Abuse Services	<b>Benefits paid are based on corresponding medical benefits</b>	
Outpatient Mental Health and Substance Abuse Services		

**Note:** Services requiring a copayment are not subject to the single/family deductible.

Deductible and coinsurance expenses incurred for services by a non-network provider will also apply to the network deductible and coinsurance out-of-pocket limits. Deductible and coinsurance expenses incurred for services by a network provider will also apply to the non-network deductible and coinsurance out-of-pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

<sup>1</sup>Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.

<sup>2</sup>The office visit copay applies to the cost of the office visit only.

<sup>3</sup>Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible.

<sup>4</sup>Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

<sup>5</sup>Services are paid at percentage indicated unless it is a preventive service which includes evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.



**M.C.S.E.I.C  
Core Plan  
Prescription Drug Option<sup>1</sup>**

<b>Benefits</b>	<b>Copay</b>	<b>Day Supply</b>
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>	
Dependent Age Limit	26 – Removal upon End of Month	
<b>Over the Counter Drugs (Retail Only)</b>		
Proton Pump Inhibitors (i.e., Prilosec OTC – Omeprazole <sup>2</sup> )	\$0	30
<b>Formulary Retail Program with Oral Contraceptive Coverage</b>		
Generic Copayment	\$8	30
Formulary Copayment	\$15	30
Non-Formulary Copayment	\$20	30
<b>Formulary Home Delivery Program with Oral Contraceptive Coverage</b>		
Generic Copayment	\$16	90
Formulary Copayment	\$30	90
Non-Formulary Copayment	\$40	90

**Mandatory Mail Order Program** – when a member chooses to fill a prescription a third time at a retail Pharmacy, it will be denied and the member will be liable for the full cost of the prescription drug.

**Generic Incentive** – if the member or physician requests a brand-name drug and a generic equivalent exists, the member pays the brand copayment PLUS the difference between the cost of the generic drug and the brand-name drug.

**Over the counter diabetics supplies** are covered when purchased with insulin. (Excluding the meters/monitors)

**Exclude: Infertility Drugs**

**Included:**

**Weight Loss Drugs**  
**Growth Hormones Drugs covered up to age 19**

**Note:** In an effort to continue our commitment to quality care and help contain the increasing cost of prescription drug coverage, a formulary feature is included in your prescription drug benefit. A formulary drug is a FDA approved prescription medication reviewed by an independent Pharmacy and Therapeutics Committee brought together by Medco Health Solutions, Inc. Formulary drugs can assist in maintaining quality care while meeting your plan's cost containment objectives.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

**Important Information for Diabetics:** you may be able to obtain diabetic supplies at no cost to you by participating in MMO's Disease Management program. If you have questions about the program and/or wish to enroll, please call 1-800-861-4826

<sup>1</sup> Includes Rx Selections® Drug List: A list of drugs on the Rx Selections® formulary will be used.

<sup>2</sup> Proton Pump Inhibitors (PPI's) are a class of drugs that inhibit gastric acid production and are used to treat a variety of gastrointestinal conditions.



**M.C.S.E.I.C.  
Health Plan**



**Minimum Contributions 10% (PPO/Rx/Dental)**

<b>Benefits</b>	<b>Network</b>	<b>Non-Network</b>
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>	
Dependent Age Limit	26 Removal upon end of Month	
Pre-Existing Condition Waiting Period (Does not apply to under the age of 19)	Initial Group Waived, All Others 6-9	
Blood Pint Deductible	No Deductible - 0 Pints	
Overall Annual Benefit Period Maximum	Unlimited	
Benefit Period Deductible - Single/Family <sup>1</sup>	\$250/\$500	\$500/\$1,000
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) - Single/Family	\$400/\$800	\$1,000/\$2,000
Out of Pocket Maximums if using network and participating providers	\$650/\$1,300	\$1,500/\$3,000
<b>Physician/Office Services</b>		
Routine Physical Exams	100%	70% after deductible
Office Visit (Illness/Injury) <sup>2</sup>	\$10 copay, then 100%	70% after deductible
Urgent Care Office Visit <sup>2</sup>	\$10 copay, then 100%	70% after deductible
Voluntary Second Surgical Opinion	\$10 copay, then 100%	70% after deductible
All Immunizations & Injections <sup>3</sup>	90% after deductible	70% after deductible
<b>Preventative Services</b>		
Preventive Services, in accordance with State and Federal law <sup>3</sup>	100%	70% after deductible
Routine Physical Exams	100%	70% after deductible
Well Child Care Services including Exam, Routine Vision, Routine Hearing Exams, Well Child Care Immunizations and Laboratory Tests (Unlimited; Birth to age 21)	100%	70% after deductible
Routine Mammogram (One per benefit period)	100%	70% after deductible
Routine Pap Test (One per benefit period)	100%	70% after deductible
Routine PSA Test	100%	70% after deductible
Routine tests ordered by physician	100%	70% after deductible
<b>Outpatient Services</b>		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Dialysis Treatments	90% after deductible	70% after deductible
Physical Therapy - Facility and Professional (30 visits per benefit period) then subject to Medical Review	90% after deductible	70% after deductible
Occupational Therapy - (30 visits per benefit period) then subject to Medical Review - Facility & Professional	90% after deductible	70% after deductible
Chiropractic Therapy - Professional Only (36 visits per benefit period)	90% after deductible	70% after deductible
Speech Therapy - Facility and Professional (20 visits per benefit period) then subject to Medical Review	90% after deductible	70% after deductible
Radiation & Chemotherapy - includes Oral Respiratory/Pulmonary Therapy	90% after deductible	70% after deductible
Cardiac Rehabilitation	90% after deductible	70% after deductible
Emergency & Non-Emergency use of an Emergency Room	\$50 copay, then 90%	

Benefits	Network	Non-Network
<b>Inpatient Facility</b>		
Semi-Private Room and Board	90% after deductible	70% after deductible
Maternity Services	90% after deductible	70% after deductible
Newborn Care	100%	70% after deductible
Skilled Nursing Facility (120 days per benefit period)	90% after deductible	70% after deductible
<b>Additional Services</b>		
Allergy Testing and Treatments	90% after deductible	70% after deductible
Ambulance Services - includes air if medically necessary	90% after deductible	
Durable Medical Equipment/Medical Supplies includes Jobst Stockings	90% after deductible	70% after deductible
Gastric Bypass Services & Follow-up - \$30,000 Lifetime Maximum	90% after deductible	70% after deductible
Home Healthcare (90 visits per benefit period)	90% after deductible	70% after deductible
Hospice Services	90% after deductible	70% after deductible
Human Organ Transplant	90% after deductible	70% after deductible
Initial Newborn Exam	90% after deductible	70% after deductible
Private Duty Nursing - \$5,000 maximum per benefit period	90% after deductible	70% after deductible
Sterilization - No Reversals	90% after deductible	70% after deductible
TMJ - \$500 Lifetime Maximum	90% after deductible	70% after deductible
<b>Mental Health and Substance Abuse - Federal Mental Health Parity</b>		
Inpatient Mental Health and Inpatient Substance Abuse Services	<b>Benefits paid are based on corresponding medical benefits</b>	
Outpatient Mental Health and Substance Abuse Services		

Note: Services requiring a copayment are not subject to the single/family deductible.

Deductible and coinsurance expenses incurred for services by a non-network provider will also apply to the network deductible and coinsurance out-of-pocket limits. Deductible and coinsurance expenses incurred for services by a network provider will also apply to the non-network deductible and coinsurance out-of-pocket limits.

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**M.C.S.E.I.C**  
**Prescription Drug Option<sup>1</sup>**  
**Health Plan**  
**Minimum Contributions 10% (PPO/Rx/Dental)**

Benefits	Copay	Day Supply
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>	
Dependent Age Limit	26 – Removal upon End of Month	
<b>Over the Counter Drugs (Retail Only)</b>		
Proton Pump Inhibitors (i.e., Prilosec OTC – Omeprazole <sup>2</sup> )	\$0	30
<b>Formulary Retail Program with Oral Contraceptive Coverage</b>		
Immunizations	\$0	N/A
Generic Copayment	\$5	30
Formulary Copayment	\$15	30
Non-Formulary Copayment	\$25	30
<b>Formulary Home Delivery Program with Oral Contraceptive Coverage<sup>3</sup></b>		
Generic Copayment	\$10	90
Formulary Copayment	\$30	90
Non-Formulary Copayment	\$50	90

**Mandatory Mail Order Program** – when a member chooses to fill a prescription a third time at a retail Pharmacy, it will be denied and the member will be liable for the full cost of the prescription drug.

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**Exclude: Infertility Drugs**

**Included:**

Weight Loss Drugs  
 Growth Hormones Drugs covered up to age 19

**Note:** In an effort to continue our commitment to quality care and help contain the increasing cost of prescription drug coverage, a formulary feature is included in your prescription drug benefit. A formulary drug is a FDA approved prescription medication reviewed by an Independent Pharmacy and Therapeutics Committee brought together by Medco Health Solutions, Inc. Formulary drugs can assist in maintaining quality care while meeting your plan's cost containment objectives.

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<sup>1</sup> Includes Rx Selections® Drug List. A list of drugs on the Rx Selections® formulary will be used.

<sup>2</sup> Proton Pump Inhibitors (PPI's) are a class of drugs that inhibit gastric acid production and are used to treat a variety of gastrointestinal conditions.

<sup>3</sup> Coverage includes Preventive Medications, in accordance with Federal Law.

#2 Mbu

Memorandum of Understanding

This Memorandum of Understanding is entered into this 19<sup>th</sup> day of May, 2014, effective July 1, 2014 by and between the Jackson-Milton Local School District Board of Education and Ohio Association of Public School Employees, AFSCME/AFL-CIO, and its Chapter #424(OAPSE).

Whereas, the parties have entered into a successor collective bargaining agreement for the period beginning on July 1, 2014 and ending on June 30, 2015 and agree to the following amendments and/or continuation of provisions set forth in Article 34. The Board has the right to approve/disapprove this MOU for successive years.

Article 34: The Board reserves the right to offer medical plan coverage to employees and their dependents who are not otherwise required to be provided coverage under the foregoing provisions of this Agreement. Any such offer of coverage shall be at the sole expense of the employees or under such terms and conditions as the Board, in its sole discretion, shall determine is desirable. The following employees with two separate jobs can maintain their CURRENT contracts only. There is no overtime allowed.

Nicole Dubos, Barbara Keeler, Georgette Centafanti, Colleen Vega, Toni Jenkins, Cyndy Smith.

President, OAPSE Jerry Brooks

Kirk Baker, Superintendent Kirk Baker

Victor Wolfe, Board President Victor Wolfe

# 1st NKU

**Memorandum of Understanding**

This Memorandum is entered into and effective this \_\_\_ day of March, 2014, by and between the Jackson-Milton Local School District Board of Education ("Board") and Ohio Association of Public School Employees, AFSCME/AFL-CIO, and its Chapter #424 ("OAPSE").

Whereas, the parties have entered into a successor collective bargaining agreement for the period beginning on July 1, 2013 and ending on June 30, 2016; and

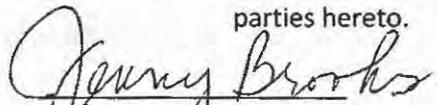
Whereas, effective July 1, 2014, the requirements of the M.C.S.E.I.C. Insurance Plan include a 10% premium contribution by enrolled employees for all covered services; and

Whereas, the parties did not address the issue of vision insurance coverage in reaching agreement on the aforementioned collective bargaining agreement; and

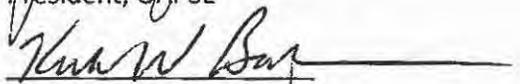
Whereas the parties are desirous of sustaining membership in the M.C.S.E.I.C. Insurance Plan;

It is therefore the agreement of the parties as follows:

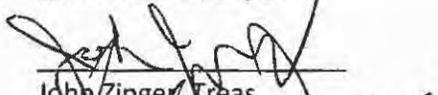
1. For the 2014-2015 and 2015-2016 contract years only, bargaining unit members eligible and participating in the Board's insurance plan will receive a health insurance adjustment stipend in the amount equal to the total premium contribution cost paid by the employee for vision coverage. Such stipend will be payable with the first payroll of June at the completion of the year of such coverage. Prorated amounts will be paid to those not covered for the full contract year.
2. Nothing herein shall be deemed as precedent in any other matter as between the parties hereto.

  
\_\_\_\_\_  
Jenny Brooks

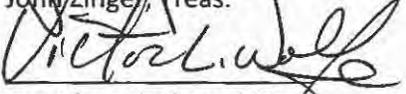
President, OAPSE

  
\_\_\_\_\_  
Kirk W. Baker, Supt.

Kirk W. Baker, Supt.

  
\_\_\_\_\_  
John Zinger, Treas.

John Zinger, Treas.

  
\_\_\_\_\_  
Victor Wolfe  
President, Jackson-Milton  
Local School District Board  
of Education