

STATE EMPLOYMENT
DIVISION

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CONTRACT

BETWEEN

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

K32609

1179-03

14-MEO-02-0121

And

**OAPSE/AFSCME LOCAL 4/AFL-CIO
AND ITS LOCAL #047**

July 1, 2014 through June 30, 2017

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ARTICLE 1
TERMS

- 1.1 The written provisions of this Agreement shall constitute the whole and entire Agreement between the parties with respect to all issues within the scope of bargaining. This Agreement supersedes and cancels all previous Agreements, verbal or written, between the Board and the Association, and constitutes the entire Agreement between the parties.
- 1.2 The Agreement is effective for the period from July 1, 2009-14 through June 30, 2012-17.
- 1.3 Any and all references, hereinafter of he or his shall represent both the male and female gender.

ARTICLE 2
RECOGNITION

- 2.1 The Board of Education of Jackson City Schools hereby recognizes the Ohio Association of Public School Employees on behalf of Local #047, as the sole and exclusive bargaining representative for all employees now employed or to be employed in the following unit.
- 2.2 The bargaining unit includes all short-hour employees in the following classifications regularly assigned to work a schedule of less than five (5) hours per day or less than twenty-five (25) hours per week:

Aide
Assistant
Attendant
Clerical Aide
Cleaning Person
Cook
Lunchroom Attendant
Lunchroom Cashier
Bus Driver
Mechanic and Mechanic Helper
Cafeteria Worker
Custodian
Maintenance
Secretary/Clerical
Craftsman

- 2.3 For the purpose of this Agreement, the following employees are excluded from the bargaining unit:

Treasurer
Assistant Treasurers/Payroll Clerk/Treasurer's Staff
Supervisory Personnel
Secretary to Assistant Superintendent/Secretary to Superintendent/~~Secretary to the High School Principal~~
Secretary to the Director of Student Services

**Board Receptionist
Substitutes**

All employees that are included in any other bargaining unit.

2.4 The Board and the Association agree to meet and discuss new classifications and their inclusion and exclusion in the bargaining unit.

**ARTICLE 3
PRINCIPLES**

3.1 The non-teaching personnel included in the bargaining unit as defined in the in, and shall any Recognition provisions of Article 1 have the right to join in, participate assist the Association and the right to refrain from such; but membership not be a prerequisite for employment or continuation of employment of employee.

3.2 The Board and the Association shall do everything required to comply with all the laws and regulations of the State of Ohio.

**ARTICLE 4
BOARD (MANAGEMENT) RIGHTS**

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

**ARTICLE 5
PROCEDURES FOR CONDUCTING NEGOTIATIONS**

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

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

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

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

5.5 EXCHANGE OF INFORMATION

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

5.6 REQUEST FOR MEETING

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

5.7 SUBMISSION OF ISSUES

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

5.8 NEGOTIATIONS PROCEDURES

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

5.9 CAUCUS

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

5.10 PROGRESS REPORTS

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

5.11 NEWS RELEASES

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

5.12 PROTOCOL

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

5.13 ITEM AGREEMENT

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

5.14 AGREEMENT

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

5.15 INTENT TO RECOMMEND

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

5.16 DISAGREEMENT

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

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

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

ARTICLE 6
NO STRIKE/NO LOCKOUT

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

The Board agrees that neither the Board, its officer(s), agent(s) or representative(s), individually or collectively, will authorize, instigate, cause, aid or condone any lockout of any employee(s) during the term of this agreement.

ARTICLE 7 **CONTRACTING OUT**

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

ARTICLE 8 **PAYROLL DEDUCTIONS**

- 8.1 The Board agrees to deduct from wages of employees, the payment of dues to the Association. Individual authorization must be submitted to the Board Treasurer before any deductions will be made. Authorizations submitted by August 15th shall be processed to ensure that the entire year's worth of deductions will be withheld. Authorizations submitted after August 15th shall result in prorated deductions beginning with the payroll that is at least two (2) weeks after the date on which the authorization is received.
- 8.2 Upon written request from OAPSE, the Board will provide salary information for bargaining unit members who have authorized deduction of dues. The information will be provided by the date set by OAPSE; provided that, the Board receives the written request at least sixty (60) days prior to the date on which the information is due.
- 8.3 Monthly payroll deductions shall be forwarded to the Treasurer of the State Association within fifteen (15) days after the deductions are made along with an accounting as to each amount withheld and from whom it was deducted.
- 8.4 Deductions will be made in 18 equal deductions beginning with the first regular pay period after September 1.
- 8.5 The Board agree to deduct from the wages of any employee who is a member of the Union a Public Employees Organized to Promote Legislative Equality (P.E.O.P.L.E) donation is provided and written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time giving notice to the Treasurer of the Board. The Treasurer of the Board agrees to forward P.E.O.P.L.E deductions to the Union State Treasurer each month along with a list of all employees for whom such deductions have been made.

The Association will indemnify and hold harmless the Board of Education, its members, officers, and Treasurer from any and all

claims of any kind arising out of or related to the P.E.O.P.L.E deduction. This P.E.O.P.L.E deduction is not subject to the grievance procedure. Only members shall be permitted to contribute to the P.E.O.P.L.E donation.

ARTICLE 9 GRIEVANCE PROCEDURE

- 9.1 Purpose and Objectives - The purpose of this procedure is to obtain, at the lowest administrative level and in the shortest possible time, the resolution of disputes which may arise under this Agreement.
- 9.2 Grievance Defined - A grievance is a complaint involving the alleged violation, misinterpretation or misapplication of this Agreement.
- 9.3 Informal Discussion - Prior to initiating any of the following steps, the individual employee shall informally discuss the grievance with his or her supervisor in an attempt to resolve the grievance informally.

- A. All grievances shall be reduced to writing and include:
1. The provision of this Agreement which has been violated, misapplied, or misinterpreted;
 2. A statement of facts concerning the grievance;
 3. A statement of the relief sought;
 4. The date upon which the grievance procedure was initiated.

9.4 Level I — Administration

A copy of the written grievance shall be submitted to the aggrieved's immediate administrator within thirty (30) days of the alleged violation. A meeting shall be mutually agreed upon between the aggrieved and the administrator within five (5) working days of the filing of the grievance. Either the aggrieved or the administrator may have present such people who may provide information related to the grievance. Discussion at this meeting shall be confined to the issues as stated in the grievance and the relief sought. Within five (5) working days of the meeting, the administrator shall provide the aggrieved with a written response stating his resolution of the grievance.

9.5 Level II — Superintendent

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

9.6 Level III — Mediation

If the grievance is not resolved to the employee's satisfaction at Level II of the grievance process, the Association, within ten (10) working days of receipt of the Superintendent's answer at Level II, may appeal the grievance to mediation by requesting the Federal Mediation and Conciliation Service to appoint a mediator to conduct a grievance mediation session, mutually scheduled between the Association and the Board. The mediator shall attempt to resolve the dispute and may make recommendations to the parties regarding the settlement of the dispute.

The recommendations of the mediator are not final or binding and any settlements of the grievance at this step shall be based upon the mutual agreement of the parties.

9.7 Level IV- Arbitration

If the grievance is not resolved to the employees satisfaction at Level III of the grievance process, the Association, within ten (10) working days of the receipt of the Superintendent's answer at Level III, may appeal the grievance to the decision of an impartial arbitrator in accordance with FMCS. The appeal must be filed in writing with FMCS within ten (10) working days of the receipt of the Level III decision, and a copy of the filing notice must be delivered to the Superintendent.

Power of the Arbitrator

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

- E. In the event that the arbitrator determines that he has no power to rule, the grievance shall be returned to the Association, with a notification to the administration without decision or recommendation on its merits.**

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

9.7-8 Grievance Forms

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

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

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

9.89 General Provisions

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

ARTICLE 10
LABOR/MANAGEMENT COMMITTEE

- 10.1 The Jackson City School District Board of Education or its designated representative(s) and OAPSE Local 047 and its designated representative(s) agree to meet and discuss issues and/or problems concerning the District and the Association, excluding the specific terms and conditions of this Agreement. The committee will consist of no more than two (2) designated representatives from each party.

- 10.2 The committee will meet on an as needed basis when mutually agreed. This committee shall not be utilized for the purposes of negotiations or the adjustment of grievances. Agendas will be developed prior to each meeting with the issues and concerns of each party presented at the committee meetings.

ARTICLE 11 **DISCIPLINE PROCEDURE**

- 11.1 No disciplinary action demoting or suspending without pay shall be taken without first having had a hearing, if the employee so requests. The employee shall be given a written statement containing the charges and the time and place of the hearing. The written statement shall notify the employee of his rights to a representative of his choice at such hearing. The employee must sign the statement, acknowledging receipt of the statement and the date received. The employee has the right to appeal the results of the hearing to the next administrative level within the three (3) days of the action.
- 11.2 Any disciplinary action resulting in demotion, suspension or discharge shall be subject to the grievance procedure of this Agreement and the employee, at his/her option, may commence review at Step II (Superintendent). Said grievance must be initiated within five (5) working days of the results from the employees appeal provided in Section 11.1.
- 11.3 No written reprimand of any employee shall be placed in such employee's personnel file unless notice of such reprimand has been given, in writing, to such employee and the employee has had the opportunity to sign it. Employee discipline shall be in accordance with all Board policy, state statutes and federal law.
- 11.4 The employee's personnel file shall be available, during regular office hours, for inspection upon request of such employee. Said employee shall not be permitted to remove any document or record from said file, but shall be provided copies of any materials contained therein upon payment of costs of reproduction.
- 11.5 Any record of disciplinary action in an employee's file shall not be considered in future disciplinary action if it is more than two (2) years old provided there is no written disciplinary action of the same or similar nature in the two (2) year period following the initial discipline. Any disciplinary action that involves a child, and results in a finding, is exempt from this provision.

ARTICLE 12 **BID PROCEDURE**

- 12.1 When a vacancy or new position occurs in any classification, a vacancy opening notice shall be posted in all buildings for a period of five (5) working days, when school is in session. During the summer months when school is not in session, the notification period will be for one (1) week, by placing a notice on the district's telephone system and electronic e-mail Monday through Friday and by written notice to the Association President.
- 12.2 Employees desiring a vacant position shall submit their bid to the Administration (whoever is so designated on the "vacancy notice") within the five (5) working days posting period. The "vacancy notice" shall contain a

job title, description of duties, salary range, shift work, location(s) and the deadline (hour and day) for submitting a bid. In filling vacancies of existing positions, the following shall apply:

- A. The Board shall determine when and if a vacancy or new position exists, regardless of any employment movement into and out of bargaining unit positions.
- B. The Board shall determine the necessary qualifications for each vacancy or new position.
- C. Provided that any contractual obligation to offer the vacancy to any OAPSE 046 unit members has been met; the vacant position shall be awarded to the employee having the greatest classification seniority from among those employees who submit a bid from within classification where the vacancy occurs with the exception of an Attendant/Aide working with an individual student. A position with a special needs student shall be awarded as determined by the Board after considering the compatibility between the student and the Aide bidding on the position.
- D. Classification seniority shall be defined as the continuous length of employment of a bargaining unit member in a particular classification as computed from the most recent date of entry into such job classification. System seniority shall be defined as the continuous length of employment computed from the employee's earliest date of hire.
- E. If the position is not filled with an employee in the same classification, employees in other classifications will be considered. "Considered" does NOT mean that any employee from another classification will be entitled to the position simply because he/she bids on the position and is qualified for the position. Nor does "considered" mean that an employee from another classification enjoys any preference over any other applicant.
- F. A current employee appointed to fill a vacant position shall serve a probationary period not to exceed sixty (60) days, unless the new position has the same classification as the employee's previous position. If such employee's performance is not satisfactory, he/she shall be reassigned to his/her former position at the same salary or wage and seniority prior to his/her appointment to the vacant position. During said probationary period, an employee may elect to return to his/her previous position. After the employee completes thirty (30) days of the probationary period his/her previous position shall be bid. Any employee accepting the bid position shall return to his/her previous position if the probationary employee is returned, or chooses to return, to their previous position before the sixty (60) day probationary period ends.
- G. All new employees shall serve a one hundred and twenty (120) working day probationary period to determine the fitness, adaptability and capability of the new employee. During such time the new employee shall have no seniority rights and cannot bid for any other position until he/she has completed one year of service. New employees retained

beyond the probationary period shall have seniority computed as of their date of hire.

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

- H. If any employee is awarded a position of higher rate of pay, he/she shall assume the higher rate of pay beginning at the next full pay period. An employee changing classification can take up to 10 years of pay-scale experience with him/her and employees with more than ten (10) years experience shall be placed on the pay scale that is equal, or next highest, to their current salary.
- I. There will be no yearly restrictions on employees bidding on positions with a higher rate of pay than their current position.

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

- Aide
- Assistant
- Attendant
- Bus Driver
- Cafeteria Worker
- Cleaning Person
- Clerical Aide
- Cook
- Craftsman
- Custodian
- Lunchroom Attendant
- Lunchroom Cashier
- Maintenance
- Mechanic and Mechanic Helper
- Secretary/Clerical

12.4 Upon request, the Association shall be provided the current seniority list of all employees contained in the bargaining unit.

ARTICLE 13 **JOB DESCRIPTIONS**

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

such changes.

ARTICLE 14
TERMS OF EMPLOYMENT

- 14.1 All new employees shall serve a one hundred and twenty (120) working day probationary period to determine the fitness, adaptability and capability of the new employee. During such time the new employee shall have no seniority rights. New employees retained beyond the probationary period shall have seniority computed as of their date of hire.
- 14.2 Probationary employees may be discharged anytime within the one hundred twenty (120) working day period. Said discharge shall not be subject to the grievance procedure.
- 14.3 Positions shall be filled on a year to year basis and, upon re-employment, shall receive a one year contract in each year of their employment. Employees shall receive a one year contract for their current position as long as the position is available, the position has not been filled according to the OAPSE Local 046 contract, and their work performance is satisfactory as reflected on their yearly evaluation. If their current position is no longer available the employee shall be laid off and subject to the layoff procedure in Article 19 of this Agreement.

ARTICLE 15
WORKERS' COMPENSATION

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

ARTICLE 16
PERSONAL LEAVE

- 16.1 Three (3) days of personal leave shall be granted per school year to allow an employee to meet personal obligations which may not be taken care of at times other than scheduled work hours. "Day" shall equal the number of hours the employee is regularly scheduled to work, not eight (8) hours. Personal leave may be used for emergencies.
- 16.2 Requests for personal leave shall be made on Board prescribed forms and shall be submitted to the principal or immediate supervisor not later than two days prior to the requesting date of use. In emergency situations or in situations where extenuating circumstances are involved, the Superintendent may waive

this requirement.

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

- 16.3 The following policy will apply to all non-emergency use of personal leave. Personal leave will not be used in lieu of sick leave, nor will it be used immediately before or after any holiday or vacation period, or except, with prior approval of the Superintendent. No non-emergency personal leave may be taken during the first three (3) weeks of school or during the last three (3) weeks of school. No more than four (4) bargaining unit members may be granted personal leave in any given day except with prior approval of the Superintendent. Personal leave may not be used for gainful employment outside of the school system. All requests for personal leave are subject to review and final approval by the Superintendent prior to their implementation.

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

- 16.4 This leave may be used in whole day increments.
- 16.5 Employees shall have unused personal leave added to their accumulated sick leave at the end of the school year.

ARTICLE 17 **ADMINISTRATIVE MEETINGS**

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

ARTICLE 18 **EMPLOYEE EVALUATIONS**

- 18.1 Any written employee evaluation form shall be shown to and signed or initialed by the employee prior to inclusion of the form in that employee's personal file. The refusal of any employee to initial or sign the form will not bar the inclusion of that form in the employee's personnel file if the appropriate supervisor certifies, in writing, that the evaluation form was shown to the employee and that the employee refused to initial or sign it.
- 18.2 Any employee may include in his personnel file, any written reply to any evaluation form, provided that the reply is submitted within thirty (30) calendar days after the evaluation form was first shown to the employee.
- 18.3 Any employee may inspect and copy any material contained in his or her personnel file provided that inspection is limited to times when the Board of

Education Office is normally open for business. Any employee requesting copies of materials from his personnel file shall be required to pay the reasonable cost of preparing those copies.

ARTICLE 19
PHYSICAL EXAMINATIONS

- 19.1 The Board will provide, at no cost to the employee, any physical examination required by the Board of Education, provided, however, that the Board shall not be required to pay the cost of any physical examination required for the use of sick leave or disability leave.

ARTICLE 20
TRAVEL ALLOWANCE

- 20.1 Any employee who is directed to use his own vehicle in the performance of his duties within the district (other than travel to and from work), will be reimbursed at the current IRS rate as adopted by the Board per mile for all miles actually traveled.
- 20.2 Requests for mileage reimbursement shall be made monthly on forms provided by the Board of Education.

ARTICLE 21
LAYOFF AND RECALL

- 21.1 If it becomes necessary to reduce the number of employees in a job classification due to abolishment of positions, ~~lack of funds~~ **financial reasons, decreased enrollment of pupils, return of duty of a regular employee after a leave of absence, suspension of schools, territorial changes affecting the district or lack of work**, the following procedures shall govern such layoff.

- 21.2 The Board of Education will attempt to keep the number of people affected by the reduction in force to a minimum by not employing replacements for employees who resign, retire, or otherwise vacate a position within the job classification affected.
- 21.3 Whenever it becomes necessary to layoff employees by reasons as stated above, employees shall be laid off according to seniority within the job classification affected, with the least senior employee laid off first. Classification seniority shall be defined as the continuous length of employment of a bargaining unit member in a particular classification as computed from the earliest date of hire into such job classification.
- 21.4 Employees who are laid off shall have the right to displace/bump any less senior employee within their current classification based on classification seniority, with the exception of a special needs ~~aide~~-assistant or attendant working with an individual student. If a special needs ~~aide(s)~~ assistant or attendant(s) is/are laid off, the Board retains the discretion to re-assign remaining employees as needed. When making these re-assignments, the Board shall make an effort to ensure that the re-assigned employee retains the same or similar hours, consistent with the needs of students and the needs of the District.
- 21.5 If an employee is laid off, previously worked in another classification, and maintains the qualifications required for their previous classification, he/she may displace any less senior employee in his/her former classification, based on classification seniority previously accrued in that classification.
- 21.6 In cases of identical seniority, based upon continuous employment from the earliest date of hire or appointment to present classification, seniority shall be determined by the following methods, in the order listed:
- A. First day of work in the district as a regular employee, regardless of classification.
 - B. ~~Flip of a coin~~ Last four (4) numbers of employees social security number (lowest number shall be considered more senior), if first day of work in the district as a regular employee is the same.
- 21.7 The following job classification shall be used for the purpose of defining classification seniority in the event of layoff:
- Aide
 - Assistant
 - Attendant
 - Bus Driver
 - Cafeteria Worker
 - Cleaning Person
 - Clerical Aide
 - Cook
 - Craftsman
 - Custodian
 - Lunchroom Attendant
 - Lunchroom Cashier Maintenance

Mechanic and Mechanic Helper
Secretary/Clerical

- 21.8 The Board of Education shall determine in which classifications the layoff should occur and the number of employees to be laid off.
- 21.9 Each employee to be laid off shall be given written notice of the layoff. Each notice of layoff shall be given ~~ten (10)~~ **twenty (20)** calendar days in advance and shall state the following:
- A. Reasons for the layoff or reduction.
 - B. The effective date of layoff.
- 21.10 Each employee who has been laid off will be responsible for keeping the Board advised of his/her current mailing address and telephone number. Employees shall be notified by mail for recall to vacant positions in their classification at the time of layoff. Recall shall be in the reverse order of layoff for a period of twelve (12) months. Failure to reply to the recall notice within ten (10) days of the date the notice was mailed shall end the employer's obligation to recall the employee. Failure of the recalled employee to report for work at the time designated by the Board shall constitute a waiver of any right to recall or reinstatement.

ARTICLE 22
OVERTIME

- 22.1 All hours worked over forty (40) in one (1) week shall be paid at the rate of time and one-half (1-1/2). Calamity days, vacation, and paid holidays are inclusive as days worked in terms of overtime calculation.
- 22.2 All overtime/extra work must be authorized in advance in writing by the employee's classification supervisor or appropriate administrator. The administration has the sole responsibility for determining the number, if any, of bargaining unit members that are necessary to complete overtime assignments.
- 22.3 If the Board determines that overtime or extra work is necessary in any classification other than Attendant/Aide, the overtime or extra work will be offered on a rotation basis within the building starting with the most senior employee in the classification responsible for performing the work. If there is no available employee in the classification in the building in which the extra work exists, the Board may assign the work to another employee who is available, including, but not limited to, a substitute. Nothing herein shall guarantee the existence of overtime or extra time.
- If the Board determines that overtime or extra work is necessary in the classification of Attendant/Aide, the work will be offered first to the Attendant/Aide who typically performs the work (i.e. works with the student at issue the majority of the time). If the employee who typically performs the work is not available, other employees who work with the student on a regular basis shall be offered the extra work or overtime. If no employee who works with the student is available, the Board may offer the extra work to another employee who is available, including, but not limited to, a substitute. Nothing herein shall guarantee the existence of overtime or extra work.

No employee will be permitted to perform extra work or overtime that conflicts with his/her regularly scheduled hours.

- 22.4 Overtime and/or extra work will not be offered to 047 unit members until it has first been offered to OAPSE 046 unit members, as required and pursuant to the terms of the collective bargaining agreement between OAPSE 046 and the Board.

ARTICLE 23 SICK LEAVE

- 23.1 Each person employed by the Board shall be entitled to fifteen (15) days' sick leave with pay for each year under contract, which shall be credited at the rate of one and one-fourth (1-1/4) days per month. "Day" shall equal the number of hours the employee is regularly scheduled to work, not eight (8) hours.
- 23.2 Sick leave may be used for absence due to personal illness, disability due to pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the employee's immediate family. Unused sick leave shall be accumulated for a maximum of 250 days.

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

A bargaining unit member that has a non-emergency doctor's appointment scheduled is to give their Supervisor forty-eight (48) hours advance notice of time of appointment.

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

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

- 23.3 If sick leave is taken, the employee shall submit a signed leave form, stating a brief explanation of the reason for the sick leave request. Example of brief explanation: child's illness, personal illness, spouse's doctor appt., parent's illness, etc. Falsification of said statement will result in disciplinary action up to and including termination.
- 23.4 Maximum amount of sick leave that may be used for death in family is ~~five (5)~~

four (4) days per occurrence. This amount could be extended by permission of the Superintendent of Schools.

- 23.5 A bargaining unit member who returns to work after an absence because of illness for a period of 5 or more consecutive work days shall be required to submit a doctor's certificate indicating that he/she is able to return to work and to assume his/her regular duties and responsibilities.
- 23.6 A bargaining unit member who because of personal illness is to be absent for a period of ~~30~~ **twenty (20)** consecutive work days or more, is requested to submit a doctor's statement for this long-term absence. The Board has the option to request a second opinion, at Board cost, from a doctor of its choosing.
- 23.7 A bargaining unit member who has a non-emergency doctor appointment scheduled is to give supervisor forty-eight (48) hours advance notice of time and place of appointment.
- 23.8 The Board will follow the provisions of the Family Medical Leave Act regarding un-paid leave.

ARTICLE 24 **CALAMITY DAYS**

- 24.1 **Employees are not required to report to work when a calamity day is called by the Administration, unless notified otherwise by the Superintendent/Designee, on the first five (5) calamity days. Employees shall receive their regular rate of pay for these days. If the number of calamity days exceed five (5) in one school year, employees will be required to report on the sixth (6th) and all successive days.**

ARTICLE 25 **JURY DUTY**

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

ARTICLE 26 **HOLIDAYS**

- 26.1 All bargaining unit employees shall receive the following paid holidays:
- | | |
|--------------|------------------------|
| Labor Day | Martin Luther King Day |
| Thanksgiving | President's Day |
| Christmas | Memorial Day |

New Year's

Good Friday

~~26.2 The annual contract salary amount provided 9 month employees in their annual salary notice includes compensation for the paid holidays as listed above. Compensation for holiday pay will be pro-rated throughout the year in regular pay periods.~~

26.3 2 Employees entitled to paid holidays under this provision must report for work on each of the regular scheduled work days prior to and following any holiday (or be properly excused from reporting) in order to be eligible for the paid holiday.

26.3 Any holiday which falls on Saturday will be observed the preceding Friday, and if the holiday falls on Sunday, it will be observed the next succeeding Monday.

26.4 Any employee required to work on a day which, as to that employee, is a paid holiday, shall receive holiday pay and be paid at the rate of time and one-half for all hours worked.

ARTICLE 27 **SAFETY COMMITTEE**

27.1 One representative from the 047 bargaining unit may sit on the Safety Committee as defined in the Agreement between the Board and OAPSE Local 046. Said representative must be designated each year with written notice of the designated representative to the Superintendent by September 15th.

ARTICLE 28 **DISPENSING MEDICINE**

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

ARTICLE 29 **EDUCATIONAL AIDES**

29.1 Educational Aides/Paraprofessionals shall not be used in the place of regular classroom teachers in accordance with 3319.088 of the Ohio Revised Code.

29.2 The Board will pay the cost for "Education Aides" permits.

29.3 No employees shall be required to provide transportation for any student(s) in their personal vehicles under any circumstances.

ARTICLE 30 **WAGES**

30.1 The Board and OAPSE agree to the pay scales set forth in Appendix A for the duration of this Agreement. In the event there is an across the board wage increase (i.e. increase in the base salary) in the OAPSE 046 bargaining unit during the term of this Agreement, such increase shall be applied to this bargaining unit on the same date it becomes effective for the OAPSE 046

bargaining unit.

- 30.2 All employees employed by the Board in the ~~2008-09~~ **previous** school year shall move up one step on the pay scale for the ~~2009-10~~ **next** school year and shall move up in successive years of consecutive employment, as applicable.
- 30.3 The grid contained in Appendix A is intended to illustrate the effect of the steps and is applicable to all positions in the bargaining unit.

ARTICLE 31 **SERS PICK-UP**

- 31.1 The Board agrees with the Association to implement the SERS "pick-up" utilizing the salary reduction method of contributions to the State Employees Retirement System effective July 1, 1985, paid upon behalf of the employees in the bargaining unit, at no cost to the Board, under the following terms and conditions:
- A. The amount to be picked-up" on behalf of each employee shall be the amount described as the employee portion by the Ohio Revised Code section 3309.47 and as established by the School Employees Retirement. The annual compensation shall be reduced, at no cost to the Board, by an amount equal to the amount "picked-up" by the Board for the purpose of State and Federal taxation only.
 - B. The pick-up percentages shall apply uniformly to all members of the bargaining unit as a condition of employment.
 - C. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.
 - D. Payment for all paid leaves, sick leave, personal leave, and severance including unemployment and Workman's Compensation shall be based on the employee's daily gross pay prior to reduction as basis (e.g. gross pay divided by the number of hours worked).
- 31.2 Each employee will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans.
- 31.3 If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other governing regulations, the Board will be held harmless and this Article of the Agreement shall be declared null and void. The Board shall return to the former method of employer/employee retirement system contributions as soon as necessary.

ARTICLE 32 **DRUG AND ALCOHOL TESTING OF CDL HOLDERS**

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

with the established testing procedures for determining the presence of alcohol or the following controlled substances:

Marijuana
Cocaine Opiates

Amphetamines

Phencyclidine (PCP)

All controlled substance tests shall be conducted in accordance with the Federal Testing regulations and be performed by a laboratory that is federally certified to conduct urinalysis for the purpose of drug testing. Employees who test positive shall be removed from safety-sensitive functions, as defined in 49 CFR 382.107, and may be referred to the Board's Employee Assistance Program (EAP). A positive test for alcohol or drugs is grounds for discipline up to and including termination from employment.

If the Board decides to return to work an employee who has tested positive for drugs or alcohol, such return to safety-sensitive duties will be subject to the return to work retesting procedures established by Federal regulations. Employees who test positive a second time will be subject discipline up to and including termination from employment.

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

Employee Assistance Program

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

The Parties encourage the earliest possible diagnosis and treatment of illegal drug use or controlled substance abuse and supports sound treatment efforts. Whenever feasible, the Board will assist employees in overcoming illegal drug use or controlled substance abuse. However, the decision to seek diagnosis and accept treatment for illegal drug use or controlled substance abuse is primarily the employee's responsibility. Any costs associated with treatment shall be borne by the employee. Employees with personal alcohol, drug or controlled substance abuse problems should request assistance from the Superintendent. Assistance will be provided on a confidential basis and each employee will be referred to the appropriate treatment and counseling services. Employees shall be entitled to use sick leave days, personal days or vacation days for days missed while attending any assistance program. All leaves of absence provided for in this Agreement may be used while attending any assistance program.

**ARTICLE 33
SIGNATURES**

THIS AGREEMENT was ratified by the Ohio Association of Public School Employees Local #047, at a duly called meeting on the 9 day of September, 2014 and is approved on behalf of the Association by the undersigned officers.

UNION

1-16-15
Date

1/15/15
Date


President


Field Representative

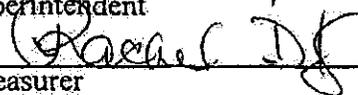
THIS AGREEMENT was ratified by the Jackson City School District Board of Education at a duly called meeting on the _____ of _____, 20__ and is approved on behalf of the Board by the undersigned officers.

BOARD

1-15-15
Date

1-15-15
Date


Superintendent


Treasurer

