



NEGOTIATED AGREEMENT

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between the

**JACKSON CLASSIFIED
PERSONNEL ASSOCIATION**

and the

**JACKSON LOCAL SCHOOLS
BOARD OF EDUCATION**

**July 1, 2017
through
June 30, 2020**

(Memorandums)

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ARTICLE I - RECOGNITION AND NEGOTIATIONS
PROCEDURE

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

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

1.10 Dispute Resolution

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

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

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

ARTICLE II - ASSOCIATION RIGHTS

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

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

ARTICLE III - ALLOWANCE

- 3.01 A \$100.00 per year allowance for shoes per employee shall be given to the following classifications:

Custodians
Building & Grounds
Head Custodian
Head Building Maintenance
Maintenance
Security
Courier
Warehouse Person
Mechanics
Food Service
Bus Drivers and Bus Monitors

Employee must provide receipts for reimbursement.

ARTICLE IV - BUS DRIVERS/MECHANICS

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

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

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

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

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

seniority list. Necessary information shall be available to drivers pertaining to students, times, calendars, routes/runs, vehicle assignments. No driver hired after August 2013 may split a route. However, the development of routes/runs within the routes is the sole responsibility of the Transportation Supervisor. Definitions: A Route is the total number of runs (i.e., 3 runs = 1 route). A Run is any part of a route.

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

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

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

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

- 4.06 Drivers are not permitted to select a route in their neighborhood. If a driver's home would be eligible as a potential stop on his/her route, it is considered to be in his/her neighborhood.
- 4.07 The administration shall have the sole and exclusive right to assign all handicapped routes to drivers. The most senior driver shall be given first choice unless determined otherwise by the Administration. In the event the most senior driver is not granted said route, he/she shall be

assigned a route and/or duties requiring time equal to the time established for said route.

- 4.08 Temporary conditions, other than weather related, requiring additional driving time as certified by the Transportation Supervisor shall be reported as extra time.
- 4.09 Substituting: Contracted drivers, with available time as determined by the administration, shall have the first opportunity to sub when a vacancy occurs. A contracted driver cannot be considered for an additional vacancy until he/she has completed their assigned route(s). The vacancy will be assigned according to seniority status.
- 4.10 All field trips and extracurricular trips except overnight field trips if a non-bus driver van licensed driver is available, (this shall not exceed two (2) vans per trip) will be offered to contracted drivers first. All trips will be assigned by seniority level and in continuing rotation. All contracted drivers must have at least thirty (30) days driving experience before they are assigned to an extra trip; however, a new contracted driver having not completed thirty (30) days driving will be assigned a trip before a substitute. In the event no contracted driver is available, a substitute driver will be assigned the trip. All extra trips shall be assigned by the Transportation Supervisor/Designee. All trips shall be paid at the hourly rate of Step One from time of departure to time of return. Fifteen (15) minutes prior to departure and fifteen (15) minutes after return shall be paid to the drivers for bus preparation and cleanup. Any driver reporting for a scheduled trip shall be paid for a minimum of two (2) hours at the hourly rate of Step One provided the trip has not been canceled thirty (30) minutes prior to scheduled departure time, or the driver shall be eligible to re-pick a trip to replace a cancelled trip. Any driver making an overnight trip shall be paid his/her hourly rate from time of departure until such time his/her group reaches their overnight accommodation. Driver's hourly rate shall begin again when said group is transported to scheduled destination. All admission fees, meals and boarding expenses will be paid by the sponsoring

organization. Driver shall not be responsible for chaperoning students and students' equipment.

Any changes to the field trip guidelines shall be resolved between the Transportation Supervisor and a Union Representative who shall be designated by the JCPA President or designee.

A. Procedure for Posting Field Trips

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

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

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

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

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

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

3. Summer field trips will extend up to the first day of school. The supervisor will have a sign-up sheet for those interested in taking summer trips. Any summer trips that are not available by the end of school year will be filled by the supervisor from the summer sign-up sheet. Drivers will be called by telephone. If the driver does not answer the telephone, this will be a pass. The field trips that occur after the first day of school will be posted at route picks two weeks in advance. If a driver does not pick a trip at the time of their route pick, it will be considered a pass.
4. All drivers must choose to be on either the regular (blue) trip board, early (yellow) trip board, or opt out of all field trips at the start of each school year after they have chosen their new route. The early trip board shall include any field trip that departs at or prior to 4:00 pm.

B. Guidelines for Selecting Field Trips:

1. To select the trip on either board:
 - a. Sign name and date next to the trip number on the trip list.
 - b. Record the number of the trip on the trip board to the right of name.
 - c. Place the pin at the next person's name on the trip board having the next open space in that column.

- d. Put the "Trip Card" on his/her keys or mailbox (if the driver drives a vehicle for which the keys are not kept on the keyboard).
2. If a trip is not chosen in the allotted time before or after the driver's run (A.M., Mid-Day, P.M.) the Supervisor will record a "Pass" next to the driver's name on the board and pass the pin and card on to the next driver. The Supervisor or designee is the only individual permitted to put a "Pass" on the board.
3. If there are no trips open on the list or none open when a driver is available (as a result of driving hours not personal commitments) place a red numbered pin on the trip board next to the driver's name. Place the original pin on the next person's name on the trip board and put the corresponding colored "Trip Card" on his/her keys.
4. The red pin is used when a driver is owed a field trip when a trip has been cancelled or there is no trip open when the driver is available to drive. In this case, the driver is to pick a trip as soon as possible when a new trip(s) is posted.
5. If a driver is absent and a pin is placed by the absent driver's name, the driver's turn will be considered a "Pass". Drivers off sick the day before a Saturday or Sunday trip must relinquish the field trip.
6. Once a driver has passed his/her turn, and then later in the day a trip is posted that the driver could take or would like to take, the

driver may not change his/her selection or "Pass".

7. All trips will be counted as part of the rotation and shall include newly contracted drivers.
 8. All contracted end times shall be posted next to the driver's name on the trip board.
- 4.11 Overtime under Article XX shall be based on 1 1/2 or 2 times the driver's hourly rate.
- 4.12 The Board will provide up to five hundred (\$500) dollars per year per mechanic for safety glasses and to replace or repair mechanic's tools broken while performing work for the Board. The broken tool must be given to the mechanic's supervisor.
- 4.13 For safety reasons, the afternoon mechanic, when scheduled to work alone, is to be checked on by afternoon custodian assigned to the building.
- 4.14 In the event that an additional route/run is created or a route/run is vacated after the route/run selection process has occurred, said route/run shall be filled by the most senior driver bidding on that route/run provided that the change in route/run will result in an increase in time for that driver. There shall only be a maximum of six (6) such driver bid changes related to each newly created additional route/run or vacated route/run. In no case will a route/run be split prior to the bidding process outlined above. Route/run adjustments are excluded from this provision.

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

Drivers shall be paid \$12.00 per hour for bus/van/car washing that is ordered by the Transportation Supervisor.

This does not apply to the washing of the driver's assigned bus. Rotating seniority shall be used.

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

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

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

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

4.17 Alcohol/Drug testing

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

B. The Supervisor who makes the determination that "reasonable suspicion" exists to test employees shall create a written report setting forth the specific observations relied upon to order the test. The Supervisor that makes the determination cannot also conduct the alcohol test.

C. Random testing will be done during scheduled work time.

D. The same laboratory shall be used for all testing except as specified in subsection G below. Upon

request, the name of the laboratory shall be provided to the Association office at the beginning of each school year.

- E. Employees have a right to a hearing in order to provide the employee an opportunity to dispute any information and for the employer, prior to suspending the employee and/or ordering referral to evaluation, to provide an explanation. The employee is entitled to written charges and association representation.
- F. The Substance Abuse Professional (SAP) shall be selected by the employee from a list jointly agreed to by the Union and the Board.
- G. If the employee disputes a positive test result, he may request a split specimen within seventy-two (72) hours from the time of notification at Board paid expense. The test shall be done by a different laboratory and the GC/MS test shall be used. If the split specimen tests negative, the employee will be paid for any time lost during the 72-hour period.
- H. If the first specimen tests positive and the second specimen tests negative, this will be deemed to be the official result of the drug test.
- I. Any and all Board required Drug-Alcohol testing shall be paid by the Board.
- J. If the employee tests positive on the alcohol (at .04 or above) and/or drug test, he will be suspended without pay until completion of assessment and treatment, if needed. At the conclusion of the assessment and/or treatment, the Superintendent may do one of the following:
 - 1. Reinstatement the employee to his original position

2. Suspend without pay for up to three days at the Superintendent's discretion
 3. If the employee has more than five years of service and it is a first offense involving the violation of the drug-alcohol testing policy and no accident is involved, the employee may:
 - a. be assigned to a non-safety sensitive position if available and if qualified. Otherwise, the individual will be placed on a recall list for the first position available and for which he is qualified.
 - b. be terminated under 3319.081 O.R.C. (Ohio Revised Code)
 4. If the employee has five years or less of service, or it is a second offense involving the violation of the drug/alcohol testing policy, or an accident is involved, the employee may be terminated after a hearing. The employee may challenge the termination at binding arbitration but only on the validity of the test results and not on mitigation of the penalty. This procedure, for circumstances covered by J.4 shall prevail over that contained in 3319.081 O.R.C. and/or the applicable collective bargaining agreement.
- K. If the employee tests positive on the alcohol test (below .04) disciplinary action, if any:
1. shall be governed by 3319.081 O.R.C. and not under the terms of the collective bargaining agreement or

2. May result in the employee being suspended without pay for up to 3 days at the Superintendent's discretion.
 - L. The employee must present to the Superintendent written evidence of completion of assessment and/or treatment.
- 4.18 All bus drivers shall receive a \$500 stipend for participating in and successful completion of the Road-E-O in the year of re-certification. Successful completion shall be a score of at least 80% of the total points available.

ARTICLE V - CALAMITY DAYS

- 5.01 A Calamity Day is defined as a scheduled day in the school calendar during which any and/or all classes in the school district are canceled due to weather or emergency conditions.
- No bargaining unit member will report for work on calamity days, unless notified by an administrator to report to work.
- 5.02 Employees who are called for work on calamity days shall receive vacation time off for all hours worked on an hour for hour basis. However, all vacation time is contingent upon approval and must be taken within one year of date of calamity. No employee shall forfeit a vacation day.
- 5.03 Any employee who reports to work, at his/her regularly scheduled time, and is subsequently told to return home as a result of a calamity shall receive additional pay for all time actually worked that day.
- 5.04 In the event that the school district is required by the State to make up day(s), such day(s) shall not result in additional pay or time off for bargaining unit members.

ARTICLE VI - CALL OUT TIME

- 6.01 An employee called to return to work by an administrator or supervisor at times other than his/her normal working hours shall be paid for a minimum of three (3) hours, regardless of the number of hours worked; excluding bus drivers and other employees substituting for another regular employee at a regular time, and banquet employees. Any temporary change in shift shall not result in any loss of shift premium where applicable. Any employee called to return to work under this provision shall make every reasonable effort to report to the job site.
- 6.02 An early dismissal shall be defined as any time that a district building or buildings is/are closed prior to regular dismissal time(s).
- 6.03 Drivers called to return to work for a bus run, other than their contracted run, will receive a minimum of two (2) hours pay. Early dismissals are excluded from the two hour minimum.
- 6.04 Bus drivers called to return for early dismissals will receive a minimum of one (1) hour pay.
- 6.05 Any employee who is called upon to spend more than 15 minutes in a conference, outside their workday, upon request of their Supervisor or Principal will be paid in one-half hour steps according to their regular hourly rate.
- 6.06 In-service meetings shall be held on regular scheduled work days before, during or after regular hours. Eight (8) hour a day employees will have their work schedule adjusted to permit attendance at these meetings. Part-time employees attending the full meeting shall be paid for such a meeting if it falls outside the hours of their normal work day. Meetings, when possible, will be scheduled at least five (5) work days in advance.

ARTICLE VII - CONTRACTS

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

ARTICLE VIII - DRUG FREE WORKPLACE

- 8.01 The Board may suspend with pay, pending the outcome of any investigation and/or trial, an employee accused of a drug-related offense.
- 8.02 The conviction, guilty, or no contest plea of an employee for possession and/or use, unlawfully manufacturing, distributing and/or dispensing any controlled substance as defined in federal and state law while engaged in work or in the workplace shall be sufficient grounds for termination of employment. (See Memo of Understanding (1.) at end of Contract.
- 8.03 The sub-section 8.01 and 8.02 above shall be used in lieu of 3319.081 ORC.

- 8.04 The employee shall have the right to representation at any meeting, hearing, or procedure involving discipline or reprimand.
- 8.05 Job related post-accident drug testing will be done to accommodate the Bureau of Workers Compensation Drug Free Safety Program.

ARTICLE IX - DUE PROCESS

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

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

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

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

- 9.07 The Subsection above shall be used by the employee to the exclusion of the appeals process in O.R.C. 3319.081.
- 9.08 An employee shall have the right to representation at any meeting, hearing or procedure involving discipline or reprimand.

ARTICLE X - EDUCATIONAL GROWTH

- 10.01 In the event that the Superintendent deems it appropriate to

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

ARTICLE XI - FOOD SERVICE PERSONNEL

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

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

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

Dinners, banquets and extra activities requiring kitchen facilities will be held in the building to which the activity pertains unless it is determined to be impractical by the administration.

- a. All extra or overtime hours shall be offered to the cooks in the building where the overtime and extra time occurs. The selection or opportunity for overtime will be based upon the cook's building seniority and will be equalized among the cooks. If

there is no cook interested in working the overtime/extra time within the building where the overtime/extra time occurs, then the overtime/extra time shall be posted district wide based on seniority within the classification where the overtime/extra time occurs.

- 11.04 The Board will provide a minimum of 3 shirts and a \$100 clothing allowance per year for all food service personnel. Food Service Personnel must wear Board approved uniforms.

ARTICLE XII - GRIEVANCE PROCEDURE

12.01 Definitions

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

12.02 Rights of Grievant and the Association

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

12.03 Procedure

- A. Informal - Within thirty (30) calendar days of the time of the incident out of which the grievance arose, unless it is shown by the grievant that attendant circumstances prevented the grievant from being aware thereof, the grievant will present the

grievance to the principal/supervisor. The grievant will state to the principal/supervisor that his/her concern is a grievance. Within five (5) calendar days after presentation of the grievance, the principal/supervisor shall give his/her answer orally to the employee(s).

B. Level One - Formal

1. Within five (5) calendar days of the oral answer, if the grievance is not resolved, or if the grievant is unable for cause beyond his/her control to discuss the matter with the principal/supervisor within the time limits prescribed in the informal step, it shall be stated in writing, and submitted to the principal supervisor on the form provided.
2. The "Statement of Grievance" shall name the grievant involved, shall state the facts giving rise to the grievance and shall indicate the specific relief requested.
3. The principal/supervisor or his/her designee shall give the grievant and all parties involved an answer in writing on the forms provided no later than ten (10) calendar days after such meeting.

C. Level Two

1. If the grievance is not resolved in Level One, the grievant may within five (5) calendar days of receipt of the principal's/supervisor's answer, submit to the Superintendent or his/her designee a written "Statement of Grievance."
2. No later than ten (10) calendar days after receiving the statement of grievance, the

Superintendent shall investigate the grievance and meet with the aggrieved.

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

D. Level Three

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

1. The arbitrator so selected shall hold the necessary hearings promptly and issue his findings and recommendations in writing. The recommendations and findings of the arbitrator shall be binding upon the parties.
2. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this collective bargaining contract. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not so submitted to him/her or to submit observations or declarations of

opinion which are not directly essential in reaching his/her decision.

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

12.04 Miscellaneous

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

ARTICLE XIII - HIRING / REHIRING OF RETIREES

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

terms and conditions shall govern:

1. The individual shall be issued one year limited contracts which shall automatically expire and as a condition of employment, the employee waives his/her right to a continuing contract under Ohio law. The retiree will begin on Step 5 and remain there for the duration.
2. Neither 3319.083 ORC or provisions of the collective bargaining agreement regarding non-renewal shall apply.
3. The Board, at its sole discretion, may offer insurance benefits.
4. The following Articles shall not apply:

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

ARTICLE XIV - HOLIDAYS

14.01 Recognized holidays for employees are as follows:

Independence Day
Labor Day
Thanksgiving Day
New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
Christmas Day
Friday following Thanksgiving
Christmas Eve (for 260 day employees)
New Years Eve (for 260 day employees)

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

ARTICLE XV - INSURANCES

- 15.01 In order to be eligible for insurance, an employee must be contracted for at least 25 hours per week.

Any employee that, as of May 2008 was grandfathered for insurance purposes shall continue to be grandfathered for insurance purposes.

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

Coverage: See Plan Booklet for COG adopted coverage information

- 15.02 **Medical**

Employees working (30) or more hours weekly; shall pay 12% of the premium.

Employees working (25-29) hours per week; shall pay 20% of the premium and shall pay an additional 12% of the premium.

A. Stark County Schools Council

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

B. Preferred Provider - Doctors/Hospitals

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

C. Preferred Provider - Prescription Drugs

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

1. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.

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

15.03 **Life Insurance**

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

Bargaining unit members may purchase additional term life insurance at the group rate, in \$5,000 increments, up to a maximum of \$60,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier. The value of the life insurance reduces by 50% at age 65. The specific terms of the policy are contained in the life insurance contract.

15.04 **Dental Insurance**

The Board shall provide dental coverage and pay 100% of the premium for employees working (30) or more hours

weekly. Employees working (25-29) hours per week shall pay 25%.

15.05 **Section 125-Tax Shelter**

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

All COG employers must offer the IRS Section 125 tax shelter provided through the COG. If an employee elects to utilize any of the IRS 125 benefits, the administrative cost shall be shared equally between the employee and the employer.

15.06 **Premium Holidays**

If the employer receives a premium holiday(s), the employees shall not be required to pay their portion of the premium(s) for the holiday month(s).

15.07 **Spousal Coverage**

Any new Participants to the COG, after June 30, 2015, with working spouse who have the ability to be covered under an insurance plan through his/her place of employment, will be required to take his/her plan as their primary plan. This provision does not apply to a participant who had insurance with one COG employer and immediately thereafter, moved to another COG employer. If the spouse is required to pay forty (40%) percent or more of the premium with his/her employer, the requirements of this section shall not apply.

15.08 **Same Sex Marriage**

If state law recognizes same-sex marriage, the COG plan specifications will be modified to include those individuals.

ARTICLE XVI LABOR/MANAGEMENT COMMITTEE

- 16.01 There shall be a monthly Labor/Management Committee meeting. The tentative dates for the year shall be scheduled at the September meeting. An agenda will be exchanged the Friday prior to each meeting. If either party has an issue(s), the meeting will be held.

ARTICLE XVII - LEAVES OF ABSENCE

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

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

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

- 17.02 Child Care Leave - An employee may request and shall be granted a child care leave of absence without pay or benefits on the conditions set forth below:
- A. The child care leave of absence shall be for the balance of the contract year in which the birth of a

child is expected. Requests for child care leave must be made in writing at least thirty (30) days prior to its commencement when requested during the school year. When requested during the summer, the request must be made before August 1.

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

17.03 Extended Leave of Absence for Illness

- A. Upon written request an employee will be granted a leave of absence without pay for a period of not more than two consecutive school years where personal illness or other disability is the reason for the request as substantiated by a physician.

- B. An employee returning from such leave will be returned to the contract status that was held prior to the leave.
- C. An employee, while on leave of absence, shall notify the Superintendent by April 1 of his/her intention to return or not to return at the expiration of the leave of absence.
- D. Failure for the bargaining unit member to abide by the timelines as stated herein shall constitute grounds for termination of his/her contract.

17.04 Family Medical Leave

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

17.05 Insurance Benefits While On Leave - During leaves of absence as described in the Child Care and Extended Illness sections, where the group insurance policies permit, the employee may continue at his/her expense, to participate in the benefits provided other employees which are paid for by the Board. Insurance premiums must be paid to the Board Treasurer at least thirty (30) days in advance of the Board's due date.

17.06 Personal Leave - Each employee shall for good cause shown, be entitled to three (3) unrestricted days of non-accumulative personal leave per school year at the

employee's regular compensation. Requests for personal leave shall be made to the Superintendent at least three (3) days in advance of the anticipated absence on the form prescribed by the Board. Provided, however, that in cases of emergency, requests to the Superintendent shall be made as far in advance of the absence as is practicable in order that proper arrangements for handling the employee's duties can be made. Provided, further, that if circumstances make advance requests impossible, the employee shall notify the Superintendent of the reasons for leave under this policy as soon as is practicable, and approval by the Superintendent or the Superintendent's designee will, when appropriate, be granted after the fact.

Employee's request, except those working 260/261 days, to be absent on the day before or the day after a regularly scheduled vacation/holiday normally will not be approved.

The Superintendent may allow use of personal leave the day before or the day after regularly scheduled vacation and/or holiday for specific reasons.

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

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

A payment of \$350 for an employee contracted for 6-8 hours, \$200 for an employee contracted for 3-5.75 hours and \$150 for less than 3 contracted hours shall be made in any year when an individual does not use any of the three (3) days personal leave.

- 17.07 Sick Leave - Sick leave shall be accumulated as computed according to law, excluding overtime and holidays, up to a maximum accumulation of 355 days.

- A. Sick leave may be used for personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the employee's immediate family. Immediate family is interpreted to include father, mother, sister, brother, spouse, child, or any person residing in the same household with the employee.

Up to five (5) days may be used for adoption or birth of a child by a father.

- B. In addition, an employee may also use sick leave for death of grandparents, grandchildren, in-laws, aunts, uncles and religious holiday(s) for practicing individuals not incorporated on the adopted school calendar.
- C. Employees shall receive sick leave pay based upon their normal daily hours and rate.
- D. An employee under a doctor's care may be required to submit a doctor's release upon return from sick leave if requested by the Superintendent.
- E. Falsification/abuse of sick leave shall be grounds for termination.

17.08 Other Paid Leaves

The Superintendent may grant additional sick, personal or unpaid leave for unusual circumstances including the adoption of a child.

17.09 Jury Duty

Each employee selected for jury duty shall notify his/her building principal and the Superintendent as soon as possible after receipt of notification to report for jury duty or official notification of the prospect of jury duty service so that

arrangements may be made for the time absent. This leave of absence will not be deducted from the employee's sick leave, personal leave or other leaves of absence. While on jury duty, the employee's sick leave, severance pay and all other benefits, including salary, shall accrue to the employee the same as any other employee. Any money received for jury duty shall be submitted to the Board Treasurer. Any meal, mileage, housing, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty.

ARTICLE XVIII - MANAGEMENT RIGHTS

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

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

- E. Suspend, terminate, lay off, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the School District, including the establishment of curriculum, special programs, athletic recreational, and social events for students;
- H. Effectively manage the work force, including the determination of building schedules, hours of operations, and the duties, responsibilities and assignments of staff members;
- I. Take actions to carry out the mission of the School District.

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

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

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

ARTICLE XIX - METHOD OF PAYMENT

- 19.01 Salaries paid under the terms of this Agreement shall be paid on bi-weekly paydays via direct deposit. The exception to this will be the necessary adjustments in the pay cycle. A 24 pay cycle may be implemented at the Board's discretion after discussion in Labor-Management. However, during the life of this contract, there will not be three weeks between pay periods.

ARTICLE XX - OVERTIME/EXTRA TIME

- 20.01 Any employee who is in pay status over forty (40) hours in any work week shall be paid at the rate of time and one half (1 1/2).
- 20.02 All extra hours or overtime shall first be offered to employees in the building where the overtime and extra time occurs. The selection or opportunity for overtime will be based upon the employee's building seniority and will be equalized among all employees in that building, unless special skills, legal requirements and knowledge are required for that assignment.

If there is no bargaining unit member interested in working the overtime/extra time within the building where the overtime/extra time occurs then the overtime/extra time shall be posted district wide based on seniority within the classification where the overtime/extra time occurs.

- 20.03 Any employee who is asked by the appropriate supervisor to do work normally done by another employee will be paid at their current rate or Step 1 rate of the sub job classification, whichever rate is higher of the two. Incumbent employees in a building shall have priority for transfers on all temporary assignments in their classification.
- 20.04 All hours worked on a holiday, as outlined in Article XIV, shall be paid two (2) times the regular hourly rate.

- 20.05 At the employer's option, compensatory time off may be given in-lieu-of overtime pay at the same rate as if overtime pay had been paid.

ARTICLE XXI - PAYROLL DEDUCTIONS

- 21.01 The Board shall provide to members of the classified staff, payroll deductions as follows:

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

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

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

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

- B. Income Tax - All employees shall have payroll deduction of Federal, State and City Income Tax contributions from each paycheck in accordance with the procedures established by the Internal Revenue Service and Ohio Income Tax Department. A request for City Income Tax deduction shall be submitted in writing, by the employee to the Treasurer. Such request shall include the name of the city to which the income tax is to be paid.
- C. Retirement - All employees shall have payroll deduction of their contribution to the School Employee's Retirement System from each pay.
- D. Credit Union - The Board shall provide direct deposit deductions for employees requesting same, for deposits or loan payments to the Stark Federal Credit Union. Such deductions shall continue from month to month, year to year, until employment terminates or said employee gives the Treasurer of the Board written notice requesting such deductions to discontinue.
- E. United Fund Pledges - All employees may have United Fund Pledges deducted from their checks beginning with the first pay in November and ending with the first pay in August.

- F. FCPE Deductions - Upon receipt of authorization from the bargaining unit member, the Board will at no charge, commence payroll deductions of FCPE contributions.
- G. SERS Deductions for Purchase of Service Credit - If SERS regulations allow, any member of the bargaining unit who desires payroll deduction for the purchasing of credit for SERS must do so with pre-tax dollars in accordance with rules and regulations established by the SERS.
- H. Annuities - The Board shall make payroll deductions for tax-sheltered annuities in accordance with O.R.C. sections 9.90 and 9.91, if so authorized by the employee in writing. If annuity deductions are authorized, the employee shall have the sole responsibility for ensuring that the amounts deducted do not exceed the limits imposed by the Internal Revenue Code.

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

ARTICLE XXII - PERSONNEL FILES

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

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

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

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

ARTICLE XXIII - PRINTING AND DISTRIBUTION

- 23.01 At the conclusion of these negotiations, the entire agreements between the parties shall be reduced to writing and reproduced for distribution to every classified employee in the district. The JCPA and the Board shall each receive fifty (50) additional copies of the Agreement.
- 23.02 Cost of reproducing and distribution shall be borne equally by the Board of Education and the Association.

ARTICLE XXIV - REDUCTION, LAY-OFF, RECALL

- 24.01 Employees may be laid off:
- A. As a result of lack of funds.
 - B. As a result of lack of work.
 - C. As a result of abolishment of position.
- 24.02 The determination of any of the above shall be made by the Board. The Association may choose to grieve such a determination.
- 24.03 Nothing in this Article shall prohibit the Board from exercising its right to non-renew an employee's contract.

- 24.04 The Board of Education shall determine in which classifications the lay-off should occur and the number of employees to be laid off. Each employee to be laid off and the Association shall be given at least thirty (30) calendar days advance written notice stating the reason(s) and the effective date of the intended lay-off.
- 24.05 The number of people affected by reduction in force shall be kept to a minimum, by attrition. Whenever it becomes necessary to lay off employees, affected employees shall be laid off according to seniority within the "letter" classification listed below, with the least senior employee laid off first.
- 24.06 Seniority shall be defined as the uninterrupted length of continuous service with the Board of Education in a particular "letter" classification computed from the latest date of hire or appointment to their present classification. Authorized leaves of absence do not constitute an interruption in continuous service nor shall it count toward length of service. The classifications to be used for the purpose of defining classification seniority shall be determined by those recognized in this agreement. In all classifications, except bus drivers, when two (2) or more employees commence work on the same day, as contract employees, seniority shall be determined by lottery. This provision applicable to employees contracted after July 1, 1977. Lottery to be conducted with employees, Administration, and JCPA in attendance.

Seniority List Determination for Bus Driver Classification Only

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

1. First date of employment
2. Total hours worked previous year as a bus driver

3. If 1 and 2 remain equal, then a toss of the coin shall apply.

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

A. Secretaries

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

B. Aides

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

C. Bus Mechanics

D. Custodians

1. Head Building Maintenance
2. Regular

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

F. Bus Drivers

- G. Warehouseman - if no other warehouseman to bump, may bump a custodian with lesser seniority
- H. Grounds
 - 1. Head Groundsman
 - 2. Grounds Assistant
- I. Cooks
 - 1. Head Cook I
 - 2. Head Cook II
 - 3. Regular
 - 4. Helper
- J. Courier - if no other courier to bump, can bump, if qualified, a secretary with lesser seniority.
- K. Monitor - Bumping will be done by sub-classification:

Bus / transportation	Cafeteria
Playground	Student
Study Hall	Hall

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

- A. Employee must have satisfactory experience in the former classification as determined by the administration and Board of Education.
- B. The employee must have more years of experience in the former classification, or the employee must have more total years of experience, when

combining their current classification with their former classification, than the least senior employee who is currently working in former classification.

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

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

24.09 In no case shall a new employee nor non-bargaining unit employee be employed in any bargaining unit position by the Board while there are laid-off bargaining unit members in the classification who are qualified for a vacant or newly-created position.

- 24.10 The employee's name shall remain on the appropriate reinstatement list for a period of two (2) years from the effective date of lay-off. If reinstated from lay-off during this period, such employee shall retain all previous accumulated seniority and all rights related to salary and fringe benefits. Time spent on lay-off shall not count as experience for seniority or salary purposes.
- 24.11 Seniority shall be lost by a bargaining unit member upon termination, resignation, or retirement.
- 24.12 For the purpose of Reduction in Personnel, Layoff and Recall, a bargaining unit member working in more than one classification shall be deemed to be assigned to all appropriate classifications.

ARTICLE XXV – SALARY

Salary Schedules Effective
July 1, 2017 through June 30, 2020

<u>2017-2018</u>	<u>2018-2019</u>	<u>2019-2020</u>
one index step 2% on base	one index step 2% on base	one index step 2% on base

COOKS HELPER (5-8 hour)				
(Hired after 7/1/08)				
STEP	INDEX	17/18	18/19	19/20
1	1.000	11.59	11.84	12.10
2	1.031	11.98	12.24	12.50
3	1.061	12.35	12.62	12.89
4	1.095	12.78	13.06	13.34
5	1.131	13.24	13.52	13.81
6	1.149	13.46	13.75	14.05
7	1.177	13.81	14.11	14.41
8	1.198	14.08	14.38	14.69
9	1.226	14.43	14.74	15.05
10	1.252	14.76	15.07	15.40
11	1.274	15.04	15.36	15.68
12	1.300	15.36	15.69	16.02
13	1.323	15.65	15.99	16.33
14	1.343	15.90	16.24	16.59
15	1.377	16.33	16.68	17.03
18	1.391	16.51	16.86	17.22
21	1.405	16.68	17.04	17.40
24	1.419	16.86	17.22	17.58
27	1.433	17.04	17.40	17.77
28	1.447	17.21	17.58	17.95
29	1.462	17.40	17.77	18.15
30	1.476	17.58	17.95	18.33
Head Cook I (Under 900) \$.75 p/hr				
Head Cook II (Over 900) \$1.00 p/hr				

COOKS HELPER (2-4 hours)				
(Hired After 7/1/08)				
STEP	INDEX	17/18	18/19	19/20
1	1.000	11.15	11.39	11.64
2	1.027	11.48	11.73	11.98
3	1.061	11.89	12.15	12.41
4	1.095	12.30	12.57	12.84
5	1.128	12.70	12.98	13.26
6	1.152	12.99	13.27	13.56
7	1.178	13.31	13.60	13.89
8	1.201	13.59	13.88	14.18
9	1.226	13.89	14.19	14.50
10	1.259	14.29	14.60	14.91
11	1.277	14.51	14.82	15.14
12	1.307	14.88	15.20	15.52
13	1.328	15.13	15.46	15.78
14	1.350	15.40	15.73	16.06
15	1.384	15.81	16.15	16.49
18	1.398	15.98	16.32	16.67
21	1.412	16.15	16.50	16.85
24	1.426	16.32	16.67	17.02
27	1.440	16.49	16.84	17.20
28	1.454	16.66	17.02	17.38
29	1.469	16.85	17.20	17.57
30	1.484	17.03	17.39	17.76

COOKS (2-4 hours) / MONITORS				
(Cooks Hired Prior to 7/1/08)				
STEP	INDEX	17/18	18/19	19/20
1	1.000	12.15	12.39	12.64
2	1.027	12.48	12.73	12.98
3	1.061	12.89	13.15	13.41
4	1.095	13.30	13.57	13.84
5	1.128	13.70	13.98	14.26
6	1.152	13.99	14.27	14.56
7	1.178	14.31	14.60	14.89
8	1.201	14.59	14.88	15.18
9	1.226	14.89	15.19	15.50
10	1.259	15.29	15.60	15.91
11	1.277	15.51	15.82	16.14
12	1.307	15.88	16.20	16.52
13	1.328	16.13	16.46	16.78
14	1.350	16.40	16.73	17.06
15	1.384	16.81	17.15	17.49
18	1.398	16.98	17.32	17.67
21	1.412	17.15	17.50	17.85
24	1.426	17.32	17.67	18.02
27	1.440	17.49	17.84	18.20
28	1.454	17.66	18.02	18.38
29	1.469	17.85	18.20	18.57
30	1.484	18.03	18.39	18.76

COOKS (5-8 hour)				
(Cooks Hired before 7/1/08)				
STEP	INDEX	17/18	18/19	19/20
1	1.000	12.59	12.84	13.10
2	1.031	12.98	13.24	13.50
3	1.061	13.35	13.62	13.89
4	1.095	13.78	14.06	14.34
5	1.131	14.24	14.52	14.81
6	1.149	14.46	14.75	15.05
7	1.177	14.81	15.11	15.41
8	1.198	15.08	15.38	15.69
9	1.226	15.43	15.74	16.05
10	1.252	15.76	16.07	16.40
11	1.274	16.04	16.36	16.68
12	1.300	16.36	16.69	17.02
13	1.323	16.65	16.99	17.33
14	1.343	16.90	17.24	17.59
15	1.377	17.33	17.68	18.03
18	1.391	17.51	17.86	18.22
21	1.405	17.68	18.04	18.40
24	1.419	17.86	18.22	18.58
27	1.433	18.04	18.40	18.77
28	1.447	18.21	18.58	18.95
29	1.462	18.40	18.77	19.15
30	1.476	18.58	18.95	19.33
Head Cook I (Under 900) \$.75 p/hr				
Head Cook II (Over 900) \$1.00 p/hr				

BUS MECHANICS				
STEP	INDEX	17/18	18/19	19/20
1	1.000	18.92	19.30	19.69
2	1.013	19.17	19.55	19.94
3	1.036	19.60	19.99	20.39
4	1.059	20.04	20.44	20.85
5	1.078	20.40	20.80	21.22
6	1.096	20.74	21.15	21.58
7	1.112	21.04	21.46	21.89
8	1.128	21.34	21.77	22.21
9	1.146	21.68	22.12	22.56
10	1.159	21.93	22.37	22.82
11	1.177	22.27	22.72	23.17
12	1.192	22.55	23.00	23.47
13	1.208	22.86	23.31	23.78
14	1.224	23.16	23.62	24.09
15	1.255	23.75	24.22	24.71
18	1.267	23.97	24.45	24.94
21	1.280	24.22	24.70	25.20
24	1.293	24.46	24.95	25.45
27	1.306	24.71	25.21	25.71
28	1.319	24.96	25.46	25.97
29	1.332	25.20	25.71	26.22
30	1.346	25.47	25.98	26.50

AIDES/BUILDING/COURIER/LIBRARY TECH.				
STEP	INDEX	17/18	18/19	19/20
1	1.000	13.88	14.16	14.44
2	1.027	14.26	14.54	14.83
3	1.054	14.63	14.92	15.22
4	1.082	15.02	15.32	15.63
5	1.111	15.42	15.73	16.05
6	1.136	15.77	16.09	16.41
7	1.155	16.03	16.35	16.68
8	1.183	16.42	16.75	17.09
9	1.199	16.64	16.98	17.32
10	1.227	17.03	17.37	17.72
11	1.247	17.31	17.66	18.01
12	1.271	17.64	18.00	18.36
13	1.292	17.94	18.29	18.66
14	1.311	18.20	18.56	18.93
15	1.343	18.64	19.02	19.40
18	1.357	18.84	19.21	19.60
21	1.370	19.02	19.40	19.79
24	1.384	19.21	19.60	19.99
27	1.398	19.41	19.80	20.19
28	1.412	19.60	19.99	20.39
29	1.426	19.80	20.19	20.60
30	1.440	19.99	20.39	20.80

SECRETARY/CUSTODIANS				
STEP	INDEX	17/18	18/19	19/20
1	1.000	16.75	17.08	17.43
2	1.021	17.10	17.44	17.79
3	1.045	17.50	17.85	18.21
4	1.070	17.92	18.28	18.64
5	1.089	18.24	18.60	18.98
6	1.110	18.59	18.96	19.34
7	1.132	18.96	19.34	19.73
8	1.145	19.18	19.56	19.95
9	1.165	19.51	19.90	20.30
10	1.183	19.81	20.21	20.61
11	1.201	20.11	20.52	20.93
12	1.220	20.43	20.84	21.26
13	1.239	20.75	21.17	21.59
14	1.252	20.97	21.39	21.82
15	1.284	21.50	21.94	22.37
18	1.297	21.72	22.16	22.60
21	1.310	21.94	22.38	22.83
24	1.323	22.16	22.60	23.05
27	1.336	22.38	22.82	23.28
28	1.349	22.59	23.05	23.51
29	1.363	22.83	23.28	23.75
30	1.376	23.05	23.51	23.98

GROUNDS				
STEP	INDEX	17/18	18/19	19/20
1	1.000	16.41	16.74	17.07
2	1.022	16.77	17.11	17.45
3	1.043	17.12	17.46	17.81
4	1.071	17.58	17.93	18.29
5	1.094	17.95	18.31	18.68
6	1.109	18.20	18.56	18.94
7	1.132	18.58	18.95	19.33
8	1.148	18.84	19.22	19.60
9	1.167	19.15	19.54	19.93
10	1.189	19.51	19.90	20.30
11	1.205	19.78	20.17	20.58
12	1.225	20.10	20.51	20.92
13	1.245	20.43	20.84	21.26
14	1.259	20.66	21.08	21.50
15	1.289	21.15	21.58	22.01
18	1.302	21.37	21.80	22.23
21	1.315	21.58	22.01	22.45
24	1.328	21.79	22.23	22.68
27	1.342	22.02	22.47	22.91
28	1.355	22.24	22.68	23.14
29	1.369	22.47	22.92	23.38
30	1.383	22.70	23.15	23.61

BUS DRIVERS				
STEP	INDEX	17/18	18/19	19/20
1	1.000	17.68	18.03	18.39
2	1.020	18.03	18.39	18.76
3	1.042	18.42	18.79	19.16
4	1.067	18.86	19.24	19.62
5	1.091	19.29	19.67	20.06
6	1.105	19.53	19.92	20.32
7	1.128	19.94	20.34	20.74
8	1.145	20.24	20.64	21.06
9	1.162	20.54	20.95	21.37
10	1.184	20.93	21.35	21.77
11	1.200	21.21	21.64	22.07
12	1.218	21.53	21.96	22.40
13	1.237	21.87	22.30	22.75
14	1.250	22.10	22.54	22.99
15	1.282	22.66	23.11	23.58
18	1.295	22.89	23.35	23.82
21	1.308	23.12	23.58	24.06
24	1.321	23.35	23.82	24.29
27	1.334	23.58	24.05	24.53
28	1.347	23.81	24.29	24.77
29	1.361	24.06	24.54	25.03
30	1.374	24.29	24.77	25.27

WAREHOUSE				
STEP	INDEX	17/18	18/19	19/20
1	1.000	17.80	18.15	18.52
2	1.018	18.12	18.48	18.85
3	1.042	18.55	18.92	19.30
4	1.067	18.99	19.37	19.76
5	1.086	19.33	19.72	20.11
6	1.104	19.65	20.04	20.44
7	1.119	19.92	20.32	20.72
8	1.137	20.24	20.64	21.06
9	1.154	20.54	20.95	21.37
10	1.172	20.86	21.28	21.70
11	1.187	21.13	21.55	21.98
12	1.205	21.45	21.88	22.31
13	1.224	21.79	22.22	22.67
14	1.237	22.02	22.46	22.91
15	1.269	22.59	23.04	23.50
18	1.282	22.82	23.27	23.74
21	1.294	23.03	23.49	23.96
24	1.307	23.26	23.73	24.20
27	1.320	23.49	23.96	24.44
28	1.333	23.73	24.20	24.68
29	1.347	23.98	24.45	24.94
30	1.360	24.21	24.69	25.18

HEAD BLDG. MAINT. & HEAD GROUNDS				
STEP	INDEX	17/18	18/19	19/20
1	1.000	19.86	20.26	20.66
2	1.020	20.26	20.66	21.07
3	1.037	20.59	21.01	21.43
4	1.057	20.99	21.41	21.84
5	1.078	21.41	21.84	22.27
6	1.095	21.75	22.18	22.62
7	1.108	22.00	22.44	22.89
8	1.125	22.34	22.79	23.24
9	1.141	22.66	23.11	23.58
10	1.155	22.94	23.40	23.86
11	1.173	23.30	23.76	24.24
12	1.187	23.57	24.04	24.53
13	1.202	23.87	24.35	24.84
14	1.216	24.15	24.63	25.12
15	1.247	24.76	25.26	25.77
18	1.260	25.02	25.52	26.03
21	1.272	25.26	25.77	26.28
24	1.285	25.52	26.03	26.55
27	1.298	25.78	26.29	26.82
28	1.311	26.04	26.56	27.09
29	1.324	26.29	26.82	27.36
30	1.337	26.55	27.08	27.62
Licensed Fireman and Sanitarian \$.20 p/hr.				

MAINTENANCE MECHANIC				
STEP	INDEX	17/18	18/19	19/20
1	1.000	19.09	19.48	19.87
2	1.021	19.50	19.89	20.28
3	1.041	19.88	20.27	20.68
4	1.061	20.26	20.66	21.08
5	1.081	20.64	21.05	21.47
6	1.098	20.97	21.38	21.81
7	1.117	21.33	21.76	22.19
8	1.128	21.54	21.97	22.41
9	1.147	21.90	22.34	22.79
10	1.165	22.24	22.69	23.14
11	1.179	22.51	22.96	23.42
12	1.195	22.82	23.27	23.74
13	1.211	23.12	23.59	24.06
14	1.225	23.39	23.86	24.34
15	1.250	23.87	24.35	24.83
18	1.262	24.10	24.58	25.07
21	1.275	24.35	24.83	25.33
24	1.288	24.59	25.09	25.59
27	1.301	24.84	25.34	25.85
28	1.314	25.09	25.59	26.10
29	1.327	25.34	25.85	26.36
30	1.340	25.59	26.10	26.62

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

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

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

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

In years 2017-2020 if negotiations with any other bargaining unit in the Jackson Local School District produces a greater percentage increase in salary or benefits than those contained in this agreement for that year, the JCPA bargaining unit shall be increased to provide parity.

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

ARTICLE XXVI - SERS PICK-UP WITH REDUCTION

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

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

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

ARTICLE XXVII - SEVERANCE RETIREMENT PAY

- 27.01 Classified employees at the time of retirement, as defined by State Code, from active service in the Jackson Local School District and with ten (10) or more years of service with the State, any political subdivisions, or any combination thereof shall be paid in cash for one-fourth (1/4) of the value of his/her accrued but unused sick leave credit. The aggregate value of the accrued but unused sick leave credit that is paid shall not exceed the value of fifty (50) days of accrued but unused sick leave, unless employee has fifteen (15) or more years of employment in the Jackson Local Schools. In such a case, the sick leave credit paid shall not exceed the value of seventy-three (73) days of accrued but unused sick leave. The payment shall be based on the employee's per diem rate of pay at the time of retirement and eliminates all sick leave credit accrued but unused by

the employee at the time payment is made. The employee must, within 120 days of the last day of employment in the Jackson Schools, prove acceptance to be eligible to retire from School Employees Retirement System.

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

ARTICLE XXVIII - SHIFT DIFFERENTIAL

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

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

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

ARTICLE XXIX - T. B. TESTING

29.01 T. B. testing requirements shall follow the provisions of Section 3313.71 of the Ohio Revised Code.

ARTICLE XXX - MANDATORY ONLINE TRAININGS

30.01 All classified employees shall be permitted to utilize waiver time or scheduled work time to complete any mandatory online trainings. When, it is not possible to grant waiver or

scheduled work time, the immediate supervisor may approve employees be compensated at their hourly wage for completing on line training. The immediate supervisor will exercise discretion in determining whether waiver time or scheduled work time is utilized.

ARTICLE XXXI - VACANCIES, TRANSFERS AND PROMOTIONS

- 31.01 A vacancy shall be defined as a newly created position or a present position that is not filled. Nothing in this section shall require the Board to fill a vacancy.
- 31.02 All vacancy posting notices in the JCPA bargaining unit shall be emailed to the Association President for posting in the central offices, kitchens, custodial quarters lounge area, bus garage/maintenance and warehouse area.

Posting notices shall contain the following information:

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

Employees interested in applying for same will be responsible for submitting their application electronically to the Superintendent's office within ten (10) calendar days of receipt by the President.

- 31.03 The Board reserves the right to transfer an employee, on a trial basis, prior to a permanent placement. Such trial transfer shall not be for less than thirty (30) days nor for more than one calendar year.
- 31.04 Bargaining unit members shall not be placed on a lower step of the salary schedule due to full-time to full-time or part-time to part-time involuntary transfers.

- 31.05 The Board has the sole and exclusive right to fill bargaining unit vacancies via transfer prior to posting.
- 31.06 Bus routes are not posted over the summer.
- 31.07 Applications for transfer to posted bargaining unit vacancies shall be in writing and received by the appropriate administrator/supervisor not later than the final date of posting which shall be noted on the posting.
- 31.08 The applicant with the greater seniority who requests a transfer to a posted vacancy within the same classification shall be given first consideration.
- 31.09 All presently employed personnel eligible and bidding on positions shall be granted a personal interview with the Supervisor/Administrator responsible for making the employment recommendation when feasible. The personal interview will take place prior to the Supervisor/Administrator making his/her recommendation. Bidding employees shall be notified via email of the Supervisor's/Administrator's decision promptly thereafter. The administration agrees to give consideration to present qualified employees before employing personnel from outside the system. The following factors are guidelines for evaluating the candidacy of present employees.
- A. Previous job experience.
 - B. Quality and quantity of work performed in the present position.
 - C. Skills
 - D. Formal training taken by the individual to prepare for the position applied for.
 - E. Seniority as defined in Article XXIV.

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

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

ARTICLE XXXII - VACATION

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

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

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

- A. No more than one employee in any given classification shall be permitted to be off during the same time period, unless authorized by the Administration.
- B. Vacation time taken under this Article shall be granted in accordance to building seniority whenever possible.
- C. Requests for vacation during the school year must be submitted in writing no less than sixty (60) days prior to the date of the vacation period.
- D. The maximum accumulation of vacation shall only be two hundred (200) hours.
- E. Vacation must be taken in no less than one (1) day increments unless written approval is given by the immediate Supervisor.

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

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

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

- 32.05 Any employee who transfers from a position requiring service of less than 220 days to one equal to or greater than 220 days will begin to accrue vacation effective with the date of transfer to such position. Service credit in the former position will not count toward the accrual of vacation.
- 32.06 Service is to be defined as actual contract days exclusive of paid holidays.

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

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

- 33.01 The normal work year/day shall be as follows:
- A. All full-time employees are employed under contract requiring service of eight (8) consecutive hours per day, 248/249 days per year plus twelve (12) paid holidays.
 - B. Bus drivers are employed under contract requiring service of at least 181 days plus nine (9) paid holidays. The increase from 180 days to 181 days is to compensate drivers for driving their routes after selection but before the year begins.
 - C. Cooks/Cook's Helpers are employed under contract requiring service of two (2) to eight (8) consecutive hours per day for 182 days, plus nine (9) paid holidays.
 - D. Secretaries are employed under contract requiring service of eight (8) consecutive hours per day. Service days shall be determined by the administration and appropriate holidays shall then apply. However, secretaries at the elementary schools shall not exceed 211 days and secretaries

at the middle school and non-full-time secretaries at the high school shall not exceed 216 days.

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

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

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

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

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

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

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

33.04 Members of the bargaining unit shall not be required to report to work on two of the four waiver days. This shall

reduce their required days but not their pay.

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

ARTICLE XXXIV - EFFECTS OF THE CONTRACT

34.01 This agreement between the Board and the Association shall be effective July 1, 2017, and remain in full force and effect through June 30, 2020.

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

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

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

34.04 Except as otherwise specifically provided in the written provisions of this agreement, the Board of Education has

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

- 34.05 If any part of this contract is found to be in violation of federal or state law, in a manner not permitted by Chapter 4117.10 (A) O.R.C., said part found to be in violation will automatically be declared invalid and shall be inoperative. The remaining parts of the agreement shall continue to be in effect. If a provision is found to be illegal, the parties shall meet within fifteen (15) days to re-negotiate.
- 34.06 The term "employee" when used in this contract shall refer to all individuals in the Bargaining Unit.
- 34.07 This contract may be added to, deleted from or otherwise changed only by an amendment properly signed and ratified by each party.
- 34.08 Neither the Association, its Agents, or any bargaining unit member shall strike or engage in any slow-down, withholding of services or concerted activities designed to interfere with the normal operations of the school district during the term or extended term of this Agreement. Bargaining unit members shall be subject to the provisions of the Ohio Revised Code in accordance with 4117. O.R.C., including but not limited to Sections 4117.15, 4117.16, and 4117.18 in their entireties, as well as any future revisions to the O.R.C. Further, bargaining unit members found to be in violation of the above shall be subject to immediate disciplinary action by the Board, including termination.
- 34.09 As per 4117.15 (C): No public employee is entitled to pay or compensation from the public employer for the period engaged in any strike.

- 34.10 Any violation of this Article (or Section) will be automatic and sufficient grounds for immediate disciplinary action by the Board against the employee(s) involved and shall render the provisions of any existing contract between the Board and the Association null and void.
- 34.11 If during the term of this Agreement, the Board is required by law to negotiate mid-term, then the parties will meet to negotiate within thirty (30) days.

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

FOR THE BOARD

Chris M. Pereto

Linda Paris

C. J. Goyz

FOR THE ASSOCIATION

Andrew

B. Hartner

J. Teskey

James Dancy

Steve Sinalabos

K. Self

MEMORANDUM OF UNDERSTANDING
BETWEEN THE JACKSON CLASSIFIED
ASSOCIATION AND THE
JACKSON BOARD OF EDUCATION

The Association and the Board agree to the following:

1. Head positions within the JCPA bargaining unit may direct work and have input into evaluation of bargaining unit members. However, head positions will not be called to testify against a member of the bargaining unit regarding any evaluation. The Association may not object to the admission of the evaluation or raise hearsay objections to the testimony from the administrator/supervisor regarding the evaluation.
2. Any changes in the extra trip procedures or guidelines for bus drivers shall be first brought to the Labor Management Committee.
3. To the extent permitted by law, tobacco use by a member of the bargaining unit does not qualify as a controlled substance for purposes of Article VII of the collective bargaining agreement.

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

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

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

1. Sick leave shall be calculated by days. If a bargaining unit member moves to a classification with more hours the hours shall be prorated for purposes of sick leave.
2. The new salary schedules for Cooks Helper (2-4 hrs) and Cooks Helper (5-8 hrs) shall apply only to employees hired on or after July 1, 2008.

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