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# MASTER CONTRACT

BETWEEN THE

JENNINGS LOCAL BOARD OF EDUCATION

AND THE

FORT JENNINGS EDUCATION ASSOCIATION

July 1, 2018 - June 30, 2021



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## **ARTICLE I: RECOGNITION**

### **A. PARTIES TO THE AGREEMENT**

The Jennings Local Board of Education, hereinafter referred to as the "Employer" or "Board", hereby recognizes the Fort Jennings Education Association, an affiliate of the Ohio Education Association and the National Education Association, hereinafter referred to as the "Association", as the sole and exclusive representative, for the purpose of exercising those rights expressly set forth herein and/or exercising those rights as defined in ORC 4117.

### **B. BARGAINING UNIT**

The bargaining unit shall be defined as all full time and regular part time non teaching personnel including by way of illustration only, but not limited to Secretaries, Food Service Personnel, Instructional Aides, Maintenance/Custodial Staff, and Bus Drivers, but excluding the Superintendent, Superintendent's Secretary, Treasurer, Confidential Employees, Substitute employees, and all certified employees, all professional employees, and all managerial and supervisory positions specifically excluded by Section 4117.01 [C] [1] through [14] of the Ohio Revised Code.

Unless otherwise indicated, use of the term "Employee" "staff" or "staff member" when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit.

### **C. SUBSTITUTE EMPLOYEE**

A substitute employee is an individual who is employed, on a per diem basis, to perform the work of an employee who is absent from work, or to perform seasonal or casual work. The Board may fill a position made vacant by a leave of absence for the period of the leave, and may fill a position made vacant by the retirement, resignation or termination of an employee with a substitute employee provided that a position made vacant by the retirement, resignation, or termination of an employee shall be posted for bid within thirty (30) days of the vacancy and filled in accordance with (Vacancy, Posting Article), through the end of the school year in which the vacancy is created.

### **D. MANAGEMENT RIGHTS**

Except as expressly limited by the terms of this Agreement, the Board hereby retains and reserves unto itself all the powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the laws and the Constitution of the State of Ohio.

## **ARTICLE II: ASSOCIATION RIGHTS**

### **Association Rights**

Exclusive recognition shall entitle the Association to the following organizational rights:

#### **A. Use of School Buildings and Equipment**

Upon notice, the Association shall have the right to use school buildings without cost for Association meetings provided no other school related activities are scheduled for the area and time requested. Requests shall be directed to the building principal or supervisor in charge of the building.

Upon approval of the building principal or administrator in charge of the building, the Association shall have the right to use the School District's word processing, computing and duplicating equipment, provided that the Association shall pay for the consumable materials used by the Association. Such approval to use such machines will not be unreasonably withheld.

**B. Dissemination of Information**

The Association or its representatives shall have the right to:

1. Place notices, circulars, and other material in all bargaining unit staff mailboxes, if any.
2. Use the inter-school mail pick-up and delivery. It is understood by the parties that the use of this service will be reasonable.
3. Use a reasonable amount of space on all bulletin boards located in areas frequented by staff.
4. Make brief bargaining unit announcements at the end of but prior to the close of bargaining unit staff meetings.

**C. Payroll Deduction**

The following payroll deduction will be provided at no cost to the staff member:

Association dues — Bargaining unit members may at any time until October 1st sign and deliver to the Board a form authorizing payroll deduction of membership dues and assessments of the recognized Association and its affiliates. Such authorization shall continue in effect except that such authorization may be withdrawn during the period September 1 through September 15 of each year for the term of this agreement. Authorization may be withdrawn when said bargaining unit member gives timely written notice to the Treasurer of the Board to discontinue such deductions or employment with the Board terminates.

Such deduction shall be made in equal amounts, for all individuals so authorizing beginning with the last pay check in October and for each of the next pay checks until and including the last pay check in June. All money so deducted shall be remitted monthly to the Treasurer of the Association, accompanied by a list of bargaining unit members from whom the deductions are made and the amount for each said bargaining unit member.

If a bargaining unit member gives written notice to the Treasurer of the Board to discontinue such deductions, the Board Treasurer shall provide the Association Treasurer, by October 1, the names of said bargaining unit members making such request to withdraw dues authorization.

**D. School Board**

1. Meeting Notice and Agenda, Minutes — The Board will make available to the Association, upon reasonable request and in reasonable time, copies of all Board agendas, minutes and other information relevant to collective bargaining.
2. Association Participation — A representative of the Association shall be permitted to address the Board at each Board meeting. The Association may also arrange to be placed on the printed agenda by submitting a written request to the Superintendent three (3) days in advance of the meeting.

3. The Board will provide each employee covered by this Agreement a copy of the current Board policies and procedures affecting the terms and conditions of employment of said employees. One current copy of the complete Board policies, administrative manual and building handbook shall be kept in each building and shall be available to employees upon reasonable request.

**E. Association Business During School Hours**

The president of the Association or his/her designees and the UniServ Consultant shall be permitted to visit schools in the District for the purpose of meeting with employees covered by this Agreement. During school hours, the president or his/her designees and the UniServ consultant shall make his/her presence known to the principal or staff member's immediate supervisor or in his/her absence his/her designee upon entering the building. It is understood that such visits will not interfere with the normal duties of the President, his/her designees or the staff member(s) to be contacted.

**F. Association Leave**

Staff members elected as officers or delegates to meetings of, or appointed to office in the Ohio Education Association, or other state and national organizations affiliated with the Ohio Education Association may, without loss of pay, attend of these bodies which are required of them in their elected or appointed positions. No expense for such meetings, other than substitute service shall be paid by the Board. The collective total of the days which may be used for this leave shall not exceed five (5) in any one school year.

This provision shall not be construed to permit such officers or delegates whether elected from this bargaining unit or the certificated employee bargaining unit more than five [5] days of such leave in any one school year.

**G. No Reprisal Clause**

There will be no reprisals or penalties of any kind taken against or levied upon any professional staff member by reason of his/her membership or non-membership in the Association or participation or non-participation in any of its activities.

**ARTICLE III: NEGOTIATIONS PROCEDURES**

**A. Commitment to Bargain/Scope of Negotiations**

The Board of Education shall enter into negotiations with the Association for the purpose of achieving a signed agreement covering compensation, hours, terms and other conditions of employment, the continuation, modification, or deletion of any existing provision of this Agreement and other matters of concern of the Association or the Board.

Both parties agree to conduct negotiations in "Good Faith". "Good Faith" requires that the Association and the Board provide reasons for their proposals and counterproposals and be willing to react to each other's proposals and/or make concessions with the intent of reaching agreement. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons and/or offer counterproposals. "Good Faith" does not mean that either negotiations team is given authority to make a final commitment for the Board or Association.

## **B. Directed Requests**

Requests to open negotiations for a successor agreement shall be submitted at least sixty (60) days prior to the expiration of this Agreement. All requests to open negotiations shall be in writing. Board requests shall be directed to the president of the Association. Association requests shall be directed to the Superintendent or Board appointed negotiator. Unless mutually agreed to the contrary, negotiations shall commence within ten [10] days of the notification to reopen or modify this Agreement.

## **C. Negotiating Period**

Unless the parties mutually agree otherwise, the length of the negotiating period for any successor agreement shall be a maximum of sixty (60) days, exclusive of mediation or any impasse procedures, commencing with the initial agenda setting session. "Days" shall mean any day Monday through Friday except calamity days and Federal holidays.

The negotiating period shall not extend beyond sixty (60) calendar days prior to the expiration date of this Agreement, unless the extension is mutually agreed to by the Association and the Board.

## **D. Composition of Negotiating Teams**

Each party shall, without restriction, select those individuals who shall comprise their respective negotiating teams.

The negotiating teams of both parties shall be limited to a maximum of five, [5] members each unless otherwise agreed to by the parties.

## **E. Meetings**

Except as may otherwise be mutually agreed to by the parties, all negotiations shall be conducted outside of regular work hours in executive sessions exclusively between said representatives.

The party requesting negotiations shall, at the first negotiating meeting, present its proposals. Neither party shall be precluded from making proposals or counter-proposals regarding any item of concern to that party at any stage of the negotiations.

## **F. Release of Negotiating Teams**

Should any negotiations sessions, meetings, or any impasse procedures, hearings or fact finding hearings be scheduled or require the presence of any member of the bargaining team during regular work hours of that person(s), such individuals will be released from any and all work assignments without loss of any pay, benefit or leaves of absence.

## **G. Caucus**

Upon request of either party, the negotiating session shall be recessed to permit the requesting party to caucus.

## **H. Agreement**

1. As tentative agreement is reached on each item during the negotiating period, the agreement shall be reduced to writing and initialed by each team.

2. When final agreement is reached on all items to be included in the negotiated agreement, this final agreement shall be reduced to writing, initialed by the parties and submitted to members of the bargaining unit for ratification. Such ratification shall be conducted under voting procedures established by the Association.
3. Within ten [10] days of the receipt of the tentative agreement, the Association shall take action to ratify or reject such tentative agreement. If ratified, such written agreement shall be submitted to the Board of Education for its consideration. The Board of Education shall take action at the next regular or special meeting of the Board of Education which shall be not more than ten [10] days from the date of receipt of the ratified agreement from the Association.

### **I. Final Agreement**

Upon ratification by both the Association and the Board of Education, four (4) copies of the total agreement shall be signed by the president of the Board of Education, the Superintendent, the Association president, and the Association negotiations chairperson. Both parties shall retain a signed copy of the final agreement which shall be binding upon both parties. One copy will be submitted to the State Employment Relations Board (hereinafter referred to as SERB) pursuant to its rules and regulations. One copy will be retained by the SERB recognized bargaining agent of record.

### **J. Impasse Procedures**

The parties reserve to themselves, in the event they are unable to reach agreement with respect to any items or terms being negotiated, to submit the issues in dispute to a mutually agreed upon dispute resolution procedure. However, if the parties are unable to mutually agree upon a dispute resolution procedure prior to an impasse being declared in the negotiations by either party, the parties agree that the dispute resolution procedure set forth in R.C. 4117.14 as administered by the State Employment Relations Board shall be utilized.

## **ARTICLE IV: GRIEVANCE PROCEDURE**

### **A. DEFINITIONS:**

A "Grievance" is defined as a claim that there has been a violation, misinterpretation or misapplication of the terms and conditions or any provision of this Agreement.

The term "grievant" or "aggrieved" shall be taken to mean any member of the bargaining unit, any group of members acting as a class, the Association itself acting on behalf of itself or for any member or group of members of the bargaining unit.

"Days" as used in this procedure shall be any day Monday through Friday exclusive of calamity days, negotiated, school observed or federally recognized holidays.

"Representation or representative" as provided for in this section shall be: any member of the Association or its affiliates, any consultant or employee of the affiliate, or legal counsel of the Association or its affiliates.



## **GENERAL PROVISIONS:**

The time limits provided for in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as reasonably possible.

The grievant may be represented at all stages of the grievance procedure by any representative as defined above.

When any member of the bargaining unit brings a complaint or "grievance" as set forth in ORC 4117.03 and is not represented by the Association, the Association shall have the right to have its representative present, to state the views of the Association and offer testimony at all stages of such a hearing process or procedure.

Except when there is a mutual agreement otherwise, the president of the Association or his designee and the grievant shall receive prior notice at least twenty-four (24) hours in advance of each meeting/hearing held with a grievant after the grievance has been formally filed.

If a grievance appears to arise from the actions of an authority higher than the principal and/or affects a group of members of the Bargaining unit, it may be submitted at Step II described herein and the processing of such grievance shall commence at Step II. Class grievances involving more than one principal and/or grievances involving the Superintendent may be filed by the Association at Step II. In matters dealing with alleged violations of Association rights, the grievance shall be initiated at Step II.

The parties agree to cooperate with each other in the processing of grievances to ensure that all facts and information relevant to the grievance is brought out and considered in resolving the grievance. Should the investigation and/or processing of any grievance require that a teacher and/or an Association representative be released from his regular assignment, he shall be released without loss of pay or benefits.

Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled or required to be present to attend. Formal hearings held under this procedure shall be structured so that due process under the circumstances is accorded to both sides. Each hearing shall have provision for: initial presentation of the grievant's case, presentation of the administration's response/case, questioning of witnesses or representatives, and final summaries, with either party having the right at its option to waive any or all of the foregoing.

A grievance may be withdrawn at any level without prejudice or record.

## **INFORMAL PROCEDURE:**

In the event that the grievant believes there is a basis for a grievance, he/she may first discuss the alleged grievance with the immediate administrative person who has the authority to bring about a resolution of the alleged problem.

## **FORMAL PROCEDURES:**

### **STEP I**

No later than thirty working days after the grievant knew about the occurrence of the alleged violation giving rise to the grievance, the grievant may submit a completed and signed STEP I grievance form to the Superintendent. The Superintendent will acknowledge receipt of the grievance form by initialing two (2) copies of such completed form. Once the form has been initialed, a copy of the completed form shall be given to the grievant and to the Association representative. The Superintendent will meet with the grievant and his/her Association representative for the purpose of resolving the grievance. Within ten (10) days of the receipt of the completed grievance form, the Superintendent shall forward a copy of his response to the grievance to the grievant, the Association and Administrator (s) involved. If such disposition is not timely filed, the grievance will be automatically forwarded to the next step as if advanced and otherwise properly filed by the grievant or the Association.

### **STEP II**

If the grievant or the Association is not satisfied with the disposition made by the Superintendent the grievant, through the Association, or the Association, may initiate STEP III by completing a proper Grievance Report Form and submitting to the Treasurer of the Board and the Superintendent within five (5) days of the receipt of the Superintendent's response. The Board shall meet with the grievant, the Association representative and the Superintendent or his designee, to review the grievance and attempt to resolve same. After such meeting but not later than three (3) weeks of the receipt of the grievance form, the Board shall reduce its disposition of the grievance to writing and forward a copy thereof to the grievant, the Association and the Superintendent. If such disposition is not timely filed, the grievance will be automatically advanced to the next step as if advanced and otherwise properly filed by the Association. Upon mutual agreement of the parties to the grievance, the grievance may be submitted to STEP IV without a hearing before the Board.

### **STEP IV**

If the Association is not satisfied with the disposition of the grievance by the Board, the grievant through the Association or the Association may submit the grievance to an impartial arbitrator by filing a request for arbitration with the Treasurer of the Board and the Superintendent within ten (10) days of the receipt of the Board's response to the grievance. The Board's representative and the Association's representative shall meet to attempt to select a mutually acceptable arbitrator from the lists of the Federal Mediation and Conciliation Service. If the parties are unable to agree upon an arbitrator within ten (10) days of the request for arbitration, the matter will be submitted to the Federal Mediation and Conciliation Service and an arbitrator shall be determined in accordance with their rules. The jurisdiction and authority of the arbitrator and his opinion and award shall be limited to the interpretation of the written provisions of this Agreement. The arbitrator shall have no power to alter, add to, or subtract from or in any way modify the terms and conditions of this Agreement.

In any arbitration proceeding where a question concerning the arbitrator's jurisdiction over the grievance is raised, the arbitrator shall make a separate decision on the question of his jurisdiction. In his decision the arbitrator shall first rule upon the jurisdictional issues and, if he/she determines that he/she has no jurisdiction, he/she shall make no decision or recommendation concerning the merits of the grievance. Nothing contained herein shall prohibit the arbitrator from taking all evidence of the jurisdictional issues and the merits of the grievance in a single hearing.

The arbitrator will render his/her decision in writing within thirty (30) days, or such additional time as the

parties may in writing agree, after any grievance has been submitted to him/her. The arbitrator's decision will be binding upon the parties and may be enforced in any court of competent jurisdiction.

The fees and expenses for the services of the arbitrator will be borne equally by the Board of Education and the Association.



GRIEVANCE DECISIONS

LEVEL ONE (Formal) Decision & Reasons Therefore \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_

Administrative Representative

Signature \_\_\_\_\_

Aggrieved and/or Association Representative \*

LEVEL TWO (Formal) Decision & Reasons Therefore \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_

Administrative Representative

Signature \_\_\_\_\_

Aggrieved and/or Association Representative \*

LEVEL THREE (Formal) Decision and Reasons Therefore \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_

Administrative Representative

Signature \_\_\_\_\_

Aggrieved and/or Association Representative \*

WHERE DECISION REQUIRES ADDITIONAL SPACE, ATTACH PAGES AS NECESSARY.

\*Signature of the aggrieved and/or Association Representative indicates only receipt and not necessarily agreement with the decision.

## ARTICLE V: EMPLOYMENT PRACTICES

### SENIORITY

Whenever referred to in this Agreement, seniority shall mean and be determined as follows:

- A. District seniority shall be defined as the length of continuous employment of an employee by the Board as computed from the employee's most recent date of hire by the Board.
- B. Job classification seniority shall be defined as the length of continuous employment of an employee in a particular job classification as computed from the employee's most recent date of entry into such job classification. However, prior job classification seniority shall not be forfeited or broken during the period of job training and/or the probationary period when an employee changes job classification.
- C. Continuous service employment shall include all time on sick leave or other paid leaves of absence and all time during suspension if the staff member is reinstated. All time on other Board approved unpaid leaves of absence including, but not necessarily limited to, all time on military leave of absence, all time on disability retirement to a maximum of five years, and child care leave, will not interrupt seniority, but the time spent on such a leave shall not count toward seniority.
- D. Substitute employees shall not accumulate seniority and are not considered as either regular full-time or regular part-time or employees subject to the terms of this Agreement. Only full-time or regular part time employees shall accumulate seniority.
- E. Probationary period seniority - bargaining unit members transferred to a new job shall not accrue job classification seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work, in the new job classification.
- F. If two or more employees have identical seniority date, date of application shall be used in determining order of seniority.
- G. Each October the Association President shall be provided with a current seniority list of all employees in the bargaining unit. For the purposes of this Article, the classifications shall be:
  - Cafeteria
  - Secretarial
  - Transportation
  - Custodial

This seniority list will delineate both the system and classification seniority dates of each bargaining unit employee.

### H. Seniority Rights

Seniority shall be lost by a bargaining unit member upon termination, resignation, retirement or transfer to a non-bargaining unit position.

## CONTRACT SEQUENCE

The initial employment contract of an employee employed in a position covered by this Agreement shall be for a term not to exceed one (1) year. If the employee is re-employed at the expiration of the employee's first contract, the three subsequent contracts shall be for a period of two years each. Thereafter, if the employee is re-employed at the expiration of the employee's third two year contract, the

employee shall be employed under a continuing contract as referred to and defined in R.C. 3319.081.

## **VACANCIES, TRANSFERS, AND PROMOTIONS**

### **A. Definition**

A vacancy shall be defined as a newly created position or a present position that is not filled. When vacancies occur in the following classifications, those vacancies will be filled according to the procedures outlined in this provision.

These classifications are:

Cafeteria  
Secretarial  
Transportation  
Custodial

### **B. Posting**

All vacancies shall be posted in a conspicuous place in each building of the District for a period of eight [8] workdays. During Summer months [June, July, and August], the Employer shall notify bargaining unit members who request notice of vacancies by sending notice of same by U.S. mail to their last known address. Each posting shall contain the following information:

1. Job title [classification]
2. Location of work
3. Starting date
4. Rate of pay
5. Hours to be worked
6. Minimum requirements

### **C. Application**

Interested bargaining unit members may apply in writing to the Superintendent, or designee, within the posting period set forth above.

### **D. Filling Positions**

All employees whose abilities and qualifications meet the necessary requirements for the position will be considered. Where ability and qualifications to perform the job are approximately equal, the position will be offered to the most senior qualified applicant in the classification. If there are no bids from qualified employees within the classification, the position will be offered to the most senior qualified applicant from outside that classification. If there are no bids from qualified employees in the bargaining unit, the position will be filled by a new employee.

### **E. Trial Period**

The employee filling a vacancy within the bargaining unit under this Article shall be allowed a reasonable training period if necessary. Said training period shall not exceed thirty [30] calendar days. If during this trial period, the employee is unable to fill the position satisfactorily, or if the employee rejects the position, the employee shall be returned to his/her former position without loss of seniority or benefits.

## EVALUATIONS

### **A. SCOPE AND PROCEDURE**

Each employee covered by this Agreement shall be periodically evaluated by his/her supervisor using an evaluation form cooperatively developed by designees of the Board and the Association and approved by the Board of Education. Individual evaluation shall be based upon the employee's work performance and other work related areas over a reasonable period of time. Prior to October 15 or at the time of employment, whichever comes first, each member of the bargaining unit will be furnished a copy of the evaluation form to be used that school year and/or shall be apprised of the specific criteria upon which he/she will be evaluated if such criteria are not clearly set forth in the evaluation form. Work performance outside of the bargaining unit member's normally assigned duties shall not be evaluated.

### **B. CONFERENCE AND RESPONSE**

An evaluation conference between the employee and the employee's immediate supervisor shall be held at least annually during the first three years of an employee's employment. Thereafter, such an evaluation conference shall be held bi-annually. Evaluation conferences may be held more often than is specified above if requested by the employee or as determined by the employee's supervisor. The evaluation form shall be used at such conferences to record the results of such conferences.

A copy of each evaluation form shall be reviewed with the employee with a copy of the form given to the employee at the conclusion of the evaluation conference. The supervisor and employee shall sign the evaluation form. The signature by the employee does not constitute approval or disapproval, but only that the evaluation has been reviewed.

An employee may present written comments or rebuttal to his/her evaluation, which shall be attached to and considered a part of the employee's evaluation form. The supervisor's signature on the form does not constitute approval of the employee's comments.

The evaluation form must be signed by the employee before it is placed in the employee's personnel file, except where the employee refuses to sign the evaluation form, in which case it may be placed in the employee's personnel file without the employee's signature.

### **C. CONSTRUCTIVE CRITICISM**

The parties recognize that evaluation is an on-going process. Accordingly, the parties agree that deficiencies in an employee's work performance and/or other work related areas should be brought to the attention of the employee as soon as possible after the deficiencies are observed or brought to the attention of the employee's supervisor in order to give the employee a reasonable time and a reasonable opportunity to correct such deficiencies. If a supervisor believes an employee is doing unacceptable work, the reasons therefore shall be set forth in as specific terms as possible as shall an identification of the specific ways in which the bargaining unit member is to improve.

## PERSONNEL FILES

Personnel files shall be considered strictly confidential, except for that information which is "directory information".

Upon reasonable advance request, individual staff members shall be able to review their personnel file(s). The staff member shall have the right to be accompanied by an Association representative. A



representative of a member shall be given access to the file of said member upon presentation of written authorization from such member.

In addition to the individual staff employee, the individual members of the Board, Superintendent, and building principals directly related to supervision of that staff member shall have access to such personnel files.

Prior to placing an evaluation, complimentary or derogatory material in a staff member's file, said staff member shall be provided the opportunity to read and initial the material. Upon refusal of the affected staff member to sign or initial the material intended for placement in the personnel file, such material may be filed so long as the date of the refusal has been noted on the material. The initials or signature of a staff member shall not constitute agreement with the contents of the file material.

Any affected staff member shall have the right at any time to attach a written reply and/or rebuttal to any material in or being placed in his/her file. Such replies/rebuttals shall be initialed, dated and attached to the material in question by the receiving administrator.

Anonymous letters or materials shall not be placed in a staff member's file, nor shall they be made a matter of record.

Information in the personnel file may be removed upon mutual agreement of the staff member and the administrator making the entry or the Superintendent.

Staff members may submit letters of merit which shall be placed in their file.

Any employee who challenges the materials, except for employee's evaluation, placed in his/her personnel file shall have the right to have an investigation conducted of such materials in accordance with Chapter 1347 of the Ohio Revised Code. In the event the employee disagrees with the findings of the investigation, the employee shall have the right to file a grievance.

The provisions of this section of the contract shall not be construed as limiting the rights accorded to a staff member pursuant to ORC 1347.

### **LAYOFF - RECALL PROCEDURE**

Whenever layoff becomes necessary in a job classification, the following procedure shall govern:

- A. The number of people affected by reduction in the force will be kept to a minimum by not employing replacements insofar as practical of employees who resign, retire or otherwise vacate a position.
- B. Whenever it becomes necessary to layoff employees by reasons as stated above, affected employees shall be laid off according to seniority within the classification, with the least senior employee laid off first.
- C. In the event it is necessary to reduce the number of hours of employees in any classification, the employees affected shall be reduced by classification seniority.
- D. The Board shall determine in which classifications the layoff should occur and the number of employees to be laid off. In the classifications of layoff, the employees on probation shall be laid off before any employee in that classification employed under a continuing status is laid off. Bargaining unit members whose positions have been affected by a layoff/elimination of position shall have the

right to assume a position, regardless of classification, for which they are qualified, which is held by a less senior bargaining unit member.

- E. Twenty (20) working days prior to the effective day of layoffs, the Board shall prepare and post for inspection in a conspicuous place, a list containing the names, seniority dates and classifications and indicate which employees are to be laid off. The Association and each employee to be laid off shall be given written notice of the layoff not later than twenty (20) working days prior to the effective day of such layoff.
- F. For the classifications in which the layoff occurs, the Board shall prepare a reinstatement list and the name of all employees who are laid off shall be placed on the reinstatement list in order from greatest to least seniority. Reinstatement shall be made from this list before any new employees are hired in that classification.
- G. Vacancies or new positions which occur in a classification of layoff shall be offered to or declined in writing by the employee standing highest on the layoff list before the next person on the list may be considered. No vacancy or new positions will be offered to any prospective employee or substitute employee in any job classification until all qualified employees on layoff have first been offered such vacancy or new position.  
  
Any employee who declines reinstatement shall be placed at the bottom of reinstatement list. A recalled bargaining unit member shall be given five (5) calendar days from receipt of notice, excluding Saturday, Sunday and holidays, to respond to the reinstatement notice.
- H. The employee's name shall remain on the recall list for a period of two (2) years from the effective date of layoff. If reinstated from layoff during this period, such employee shall retain all previous accumulated seniority.
- I. The notice of reinstatement shall be made by certified mail. The recall notice shall state the time and date on which the bargaining unit member is to report back to work.
- J. A laid off bargaining unit member shall, upon application and at his/her option, be granted priority status on the substitute list according to his/her seniority. Laid off bargaining unit members may continue their health and dental benefits by paying the regular monthly subscriber group rate premium for such benefits to the Employer.

## **ARTICLE VI: LEAVES OF ABSENCE**

### **A. SICK LEAVE**

- 1. Each full-time staff member shall be entitled to fifteen (15) days sick leave with pay for each year under contract and shall accrue sick leave at the rate of one and one-fourth (1 1/4) days for each calendar month under contract. Sick leave shall be cumulative to one hundred ninety-five (195) days.
- 2. Each newly hired staff member of the Board who has no accumulated sick leave, or any staff member who has exhausted their sick leave, will be advanced an accumulation of sick leave of at least five (5) days. Additional days of sick leave may be granted before they are earned upon approval of the Board of Education. Any such days of sick leave shall be considered to be a part of the total accumulation to which the employee would be entitled for the full year of employment. Each staff member under regular, full-time contract but absent due to illness, will continue to accumulate sick

leave at the rate of one and one-fourth (1 1/4) days per month while on paid sick leave.

3. Employees who render part-time, seasonal, intermittent, per diem, or hourly service, on a regular basis will be entitled to sick leave in proportion to the time actually worked.
4. Any staff member having terminated employment with the Board will have their accumulated sick leave reinstated upon reemployment, provided such sick leave has not been used in the employ of another board of education or other agency of the State of Ohio covered by such provision.
5. A staff member re-employed by the Board who, since leaving the employ of the Board, has been employed by another board(s) of education or by state, county, or municipal government(s) in Ohio, will receive full credit up to one hundred ninety-five (195) days for sick leave accumulated while in the prior employ of the Board and/or while in the employ of other agencies of the State of Ohio.
6. Any staff member being employed by the Board, who, preceding this employment, has been in the employ of another board of education, state, county, or municipal government in Ohio will receive full credit up to one hundred ninety-five (195) days for the sick leave accumulated in this previous employment.
7. Staff members absent for purposes of sick leave when school is canceled and when staff are relieved of their regular duties for that day, will not be charged with sick leave.
8. Advance notice of the absence as is reasonable under the circumstances shall be given to the employee's principal or immediate supervisor.
9. Sick leave shall be granted for absence due to 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.

When such absence is for any of the permissible reasons above other than personal illness, injury, pregnancy, disability or exposure to contagious disease which could be communicated to others, such absence shall be used to attend to the illness, injury or death in the immediate family.

a. Injury and/or illness in the immediate family:

For purposes of injury or illness in one's immediate family, immediate family will be interpreted as spouse, child, father or mother, sister, brother, and in-laws bearing any of these relationships, or any other member of the family unit living in the same household no matter what degree of relationship.

b. Death in family:

In the event of death in the employee's family, immediate family shall be defined as parent, child, spouse, sister, brother, grandparent, grandchild, and in-laws bearing any of these relationships, or any other member of the family unit living in the same household no matter what degree of relationship.

10. Each staff member will furnish a written signed statement on forms provided by the Board of Education to justify the use of sick leave. Whenever an employee uses paid sick leave for five (5) consecutive days or more, appropriate verification may be required to justify the use of such sick leave.

**Incentives for the non-use of sick leave**

Incentives for the non use of sick leave will be provided as follows:

For each nine (9) weeks during which no sick leave (including any partial days) is used, the following bonus will be paid:

	<u>Each 9-week period</u>	<u>Annual Potential</u>
Cooks	\$30 x 4 =	\$120
Secretaries	\$45 x 4 =	\$180
Ass't Trea/EMIS		
Coord	\$45 x 4 =	\$180
Bus Driver	\$25 x 4 =	\$100
Custodian	\$40 x 4 =	\$160
Ass't Maintenance	\$50 x 4 =	\$200
Maintenance		
Supervisor	\$50 x 4 =	\$200
Tech Coordinator	\$50 x 4 =	\$200

**B. ASSAULT LEAVE**

In the event of a service-connected physical assault on a member of the bargaining unit while the member is performing his/her work duties which results in the employee being unable to perform his/her duties shall be entitled to use assault leave. Said leave shall be for a maximum of ten (10) days per work year, shall not be chargeable to sick leave, and shall be at no loss in pay. Assault leave is not accumulative.

In addition to a full disclosure of the circumstances surrounding the assault, a physician's statement verifying the employee's disability may be required by the Superintendent when assault leave is requested. Falsification of any information furnished in connection with a request to use assault leave may be grounds for termination.

If assault leave is applied for and granted, the employee thereby waives his or her rights, if any, to compensation from the Board, its members, agents and employees other than workers compensation, disability compensation and assault leave compensation provided by this article. No payment shall be made or required for any period which the employee elects to take sick leave.

Assault leave shall not be granted if the employee provoked the assault.

**C. PERSONAL LEAVE**

All full-time employees shall have three (3) days of paid Personal Leave. All three (3) days shall be unrestricted except that personal leave may not be used before or after a holiday or during either girls or boys state basketball tournaments except in cases of emergency or where the reason for such request is not within the control of the employee and must be approved by the Superintendent only.

Requests to attend girls' or boys' state basketball tournaments will be approved only when: you are a Jennings Local coach in that sport, coach in another district in that varsity sport, one of the participants is an immediate family member (as defined in Article VI of the agreement under sick leave) or employee's district of residence.

1. This personal leave is to be used for matters which cannot be scheduled outside the regular hours.

Part-time employees shall be granted three (3) days of personal leave equivalent to their employment schedule.

2. Notification for personal leave should, except in case of emergencies, be made to the building principal or to the Superintendent at least twenty-four (24) hours, where possible, prior to such leave.

**Incentives for the non-use of personal leave**

Incentives for the non use of personal leave will be provided as follows:

For each full day of personal days not used, the following bonus will be paid:

	<u>Payment Amount for each full day of unused leave</u>
Cooks	\$30
Secretaries	\$45
Ass't Trea/EMIS Coord	\$45
Bus Driver	\$25
Custodian	\$40
Ass't Maintenance Maintenance	\$50
Supervisor	\$50
Tech Coordinator	\$50

**D. CHILD CARE LEAVE**

A staff member who wishes to remain home with a newly born infant or newly adopted child shall file a request for child care leave with the Superintendent no later than thirty (30) days prior to initiating said leave.

The Board will grant an unpaid child care leave for the remainder of the school year in which the leave is requested provided the request is made and the leave begins prior to March 1. If the request is made and the leave begins on March 1 or thereafter, the leave may be for the remainder of the school year in which the leave is requested and/or for the succeeding semester.

An employee returning from child care leave shall be assigned to the same position as they occupied prior to the time of absence.

**E. MILITARY LEAVE**

Military leave will be granted in accordance with the requirements of state law.

**UNPAID LEAVES OF ABSENCE**

Upon the written request of a member of the bargaining unit, the board may grant a leave of absence for a period of not more than two (2) consecutive school years for educational or professional or other purposes, and shall grant such leave where illness or other disability is the reason for the request.

An employee who intends to return to work following the expiration of a leave of absence granted under this section shall notify the Superintendent in writing, at least thirty (30) days prior to the expiration of the

leave, that the employee intends to return to work.

On return from a leave of absence, the employee shall resume the contract status held prior to such leave.

The Board of Education shall have the authority to terminate the employment of the person who was hired exclusively for the purpose of replacing an employee on a leave of absence when the employee returns from the leave of absence.

## **ARTICLE VII: COMPENSATION/PAYROLL PRACTICES/FRINGE BENEFITS**

### Salary

- A. The basic salary or hourly rate of each member of the bargaining unit covered by this Agreement will be adjusted to reflect the rates set forth in the applicable basic salary schedule.
- B. Each member of the bargaining unit employed by the Board shall be given credit for up to five (5) years of service outside the district, private or public, or for up to five (5) years of military service in the Armed Forces of the United States or any combination of both not to exceed five (5) years of service for proper placement on the salary schedule.
- C. One year's experience shall be defined as not less than one hundred twenty (120) days during a given calendar year. A year of military service shall be defined as twelve (12) months or major fraction thereof.
- D. If armed Forces credit is to be granted, a copy of discharge or separation form 214 shall be furnished to the Board Treasurer no later than October 1.
- E. The contract year will be divided into twenty-six (26) equal pay periods. Pay days shall be on alternate Fridays throughout the school year beginning no later than the second Friday of the regular school year. When Friday falls on a holiday, the direct deposit will be made the day before the holiday. All employees will have their checks deposited directly into their bank account of choice. Direct Deposit notices will be e-mailed to all employees.

Those individuals employed on any supplemental contract may elect to receive their pay for such supplemental duties by either of the following methods:

- 1) The total supplemental salary will be added to the regular contract salary for the year, divided by 26 pays, and received every pay period.
  - 2) The supplemental salary will be paid in one lump sum upon completion of the duties required by such supplemental contract.
- F. Payroll Deductions

The employer shall deduct all relevant city, state, and federal income taxes, Association dues from the pay of bargaining unit members. In addition, the employer shall deduct upon the request of individual bargaining unit members contributions to tax sheltered annuities.

- G. Each employee's paycheck will reflect the amount of accumulated sick leave, personal leave and unused vacation up through the period for which the check is issued (if such information can be

processed through the computer).

JENNINGS LOCAL SCHOOLS  
2018/19  
CLASSIFIED SALARIES  
**1.75% Increase ... same as certificated**  
(additional 20th-year step in 2005/06)

Years Experience	Cook	Building Secretaries	Ass't Treas Sup't. Sec EMIS Coord.	Bus Driver	Custodian	Ass't Mnt Supervisor	Maintenance Supervisor	Tech. Coord.
0	\$ 11.51	\$ 13.56	\$ 15.25	\$ 17.66	\$ 11.51	\$ 18.00	\$ 19.25	
1	\$ 11.68	\$ 13.93	\$ 15.67	\$ 17.79	\$ 11.77	\$ 18.90	\$ 20.21	
2	\$ 11.86	\$ 14.31	\$ 16.10	\$ 17.92	\$ 12.03	\$ 19.85	\$ 21.22	
3	\$ 12.04	\$ 14.70	\$ 16.54	\$ 18.05	\$ 12.30	\$ 20.84	\$ 22.28	
4	\$ 12.22	\$ 15.10	\$ 16.99	\$ 18.19	\$ 12.58	\$ 21.88	\$ 23.39	
5	\$ 12.40	\$ 15.52	\$ 17.46	\$ 18.33	\$ 12.86	\$ 22.97	\$ 24.56	
10	\$ 12.83	\$ 16.06	\$ 18.07	\$ 18.97	\$ 13.31	\$ 23.77	\$ 25.42	
15	\$ 13.34	\$ 16.70	\$ 18.79	\$ 19.73	\$ 13.84	\$ 24.72	\$ 26.44	
20	\$ 13.87	\$ 17.37	\$ 19.54	\$ 20.52	\$ 14.39	\$ 25.71	\$ 27.50	

Step-Up %

Each Year

EXCEPT

10th & 15th Year

1.50%      2.75%      2.75%      0.75%      2.25%      5.00%      5.00%

10th Year

Step for all

3.50%      3.50%      3.50%      3.50%      3.50%      3.50%      3.50%

15th Year

Step for all

4.00%      4.00%      4.00%      4.00%      4.00%      4.00%      4.00%

20th Year

Step for all

4.00%      4.00%      4.00%      4.00%      4.00%      4.00%      4.00%

Quarter Sick  
& YE Personal  
Bonus Possible

\$30	\$45	\$45	\$25	\$40	\$50	\$50	\$50
------	------	------	------	------	------	------	------

Hourly Rates for Subs, etc.:

Cooks: \$8.50 per hour (set@12/17/14 Bd.Meet)  
 Sec. \$8.50/hour (set @12/17/14 Bd. Meet)  
 Maintenance \$8.50/hour (set@12/17/14 Bd. Meet)  
 Bus Driver Subs:  
 Reg.Rte \$22.08 per route (1 1/4hrs/rte = Reg Driver pay @ 0 yrs exp)

OTHER DRIVING PAY: \$11.00 per hour (MINIMUM OF 3 HOURS..for any ..extra curric..MAXIMUM OF 8hrs/day on overnight)

MAINT.EXTRA HELP \$9.33 x 1.75% = \$9.49 for 2018/19

1. Except for the kindergarten bus drivers, but drivers shall be paid for not less that two and 1/2 hours per day for each day of service.
- 2 Ten (10) years of local service.



## **ANNUAL NOTICE OF SALARY WAIVER**

The Board of Education and the Ft. Jennings Education Association hereby agree to waive the salary notification requirements set forth in ORC 3319.082. Hereafter, the Board of Education shall provide such salary notification following ratification of any newly negotiated agreement or salary reopener in which new salaries are a part of the Agreement.

### **WORK YEAR**

The normal work year for school year bargaining unit members shall be one hundred eighty (180) regular days and six (6) holidays, consistent with the school calendar. The normal work year for all other [full year] bargaining unit members shall be twelve [12] months, commencing with the first day of school each year and ending with the last day before the beginning of the subsequent school year.

The building secretary's work year will be 182 regular days consistent with the school calendar and six (6) holidays).

A supplemental contract for fourteen (14) days of additional employment may be issued on a year by year basis.

### **OVERTIME AND CALL BACK**

Effective with the 1992-93 school year, hours worked in excess of forty (40) hours in a work week including weeks in which a portion of the 40 hour work week are hours credited for holidays or paid leave shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay.

Overtime hours must be approved by the Superintendent in order for the employee to be compensated for working such hours.

Except in cases of emergency, any employee asked to work overtime will be notified of same at least four hours prior to such overtime.

Effective September 1, 1995 all routine overtime required for the routine weekend inspection of the boiler during the heating season and the routine necessary maintenance required for the home basketball games will be paid at one and one-half (1 1/2) times the employee's regular hourly rate of pay.

### **SERS PICK-UP**

The Board will pick-up (assume and pay) contributions to the State Employees Retirement System or the Public Employees Retirement System, whichever is applicable, upon behalf of the employees in the bargaining unit on the following terms and conditions:

1. The amount to be picked-up and paid on behalf of each employee shall be the full amount of the employee's contribution toward SERS. The employee's annual compensation shall be reduced by an amount equal to the amount picked-up and paid by the Board.
2. The pick-up percentage otherwise required for all members of the bargaining unit contributing to SERS shall apply uniformly to all such members of the bargaining unit.
3. No employee covered by this provision shall have the option to elect a wage increase or other

benefit in lieu of the employer pick-up.

The Board Treasurer will prepare and distribute an addendum to each employee's contract which states:

1. That the employee's contract salary consists of:
  - a. A cash salary component and
  - b. A pick-up component, which is equal to the amount of the employee's contribution being "picked-up" by the Board on behalf of the employee;
2. That the Board will contribute to SERS an amount equal to the employee's otherwise required contribution to SERS for the account of each employee; and
3. That sick leave, severance, vacation, supplemental, extended service pay, insurance benefits or any other pay or benefit which are indexed to or otherwise determinable by reference to the employee's rate of pay shall be calculated upon both the cash salary component and pick-up component of the employee's restated salary.

All subsequent contracts and salary notices for those affected employees will include the provisions of the above addendum.

### **SEVERANCE PAY**

Any employee of the school district with a minimum of ten (10) or more years of accumulated service with the state, any political subdivision, or any combination thereof who elects to retire shall be paid 27.5% of his/her accumulated and unused sick leave not to exceed 45 days. If the retirement is board approved 120 days prior to last day of service, the maximum severance days paid would be fifty (50) days.

The rate of pay for all such accumulated days of severance shall be the per diem rate of the annual salary as determined by the employee's regular salary schedule and any supplemental or other salary in effect at the time of last service. The per diem rate shall be computed by dividing the annual salary as per the section above by the number of days of regular required duty.

As used in this section, retirement means disability or service retirement under any state or municipal retirement system in the State of Ohio. Nothing in this policy shall be construed to prevent an employee either sick or disabled from using his/her accumulated sick leave for the duration of the disability.

Any employee who meets the service requirements of the above division and who dies while in the employ of the school district, shall on the day of death be deemed to have terminated employment by means other than retirement, and payment of all severance pay shall be made in the manner prescribed in 2113.04 ORC.

### **INSURANCE PROVISIONS**

#### **GENERAL PROVISIONS:**

The Board will pay 75% of the premium that it pays for full time staff toward the insurance plans provided herein for bus drivers and cooks that it pays for the full time staff, with the exception of dental insurance with the 75% being capped at \$65.00 per month. Part-time custodial help shall not be eligible

for the insurance provisions herein.

For those that choose this insurance coverage, the Board shall provide full 12-months coverage commencing with the first day of school (or September 1, whichever is first) and ending twelve (12) months later (or August 31, whichever is last). This insurance shall continue in effect during absences of illness, as specified in the Ohio Revised Code, for which the employee may use sick leave or any other paid leave of absence. Employees on unpaid leaves of absence including but not necessarily limited to child care, disability, etc. and employees that retire prior to Medicare age qualification may choose to continue participation in any of the group insurances herein by remitting the premiums to the Treasurer of the Board of Education. Such remittances shall not be required more than 30 days in advance. When necessary premiums on behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

### **HOSPITAL SURGICAL/MAJOR MEDICAL**

The Board shall purchase from a carrier licensed by the State of Ohio, basic, hospital-surgical major medical insurance coverage for each full-time classified employee now or hereafter employed and his/her family.

The Board of Education shall pay 88% for 2016/17, 86% for 2017/18, and 85% for 2018/19 of the family insurances. The Board of Education shall pay 93% for 2016/17, 91% for 2017/18, and 90% for 2018/19 of the single insurance and any increases during this period.

If the High Deductible Health Plan (HDHP) is selected the Board of Education shall contribute \$2,000.00 per year per Family Plan, \$1,200.00 per year per Single Plan, into the Health Savings Account for years 2016/17, 2017/18 & 2018/2019. The contributions will be made as follows: 65% on January 15<sup>th</sup> and 35% on September 1<sup>st</sup>. American Fidelity will be the Administrator of the HSA.

### **DENTAL INSURANCE**

The Board shall purchase from any carrier licensed by the State of Ohio, employee and family dental insurance protection for each classified employee now or hereinafter employed who is a member of the bargaining unit.

The full cost of this program up to \$65.00 per month, per covered employee, shall be paid by the Board. Any increase in the cost of this plan shall be paid by the employee via payroll deduction.

### **VISION INSURANCE**

The Board shall purchase from any carrier licensed by the State of Ohio, employee and family vision insurance protection for each classified employee now or hereinafter employed who is a member of the bargaining unit and enrolled in the dental insurance plan.

The full cost of this program up to 50% per month, per covered employee, shall be paid by the Board.

### **SECTION 125 PLAN**

The benefits provided to employees by Section 125 of the Internal Revenue Act of 1978 shall be made available to any bargaining unit member so requesting. The IRS Section 125 Plan offered shall include a flexible spending account (FSA). The Board will put into participating employee's accounts for medical

reimbursements the following amounts: two hundred dollars (\$200) for those enrolled in the family plan and one hundred dollars (\$100) for those enrolled in the single plan. These amounts are only provided if the employee matches the Board amount and is only available to those employees taking insurance through the Jennings Local School District. This Plan shall allow employees to use pre-tax dollars to pay child and elder dependent care expenses and non-reimbursed medical, dental and/or prescription drug bills.

### **PAYMENT IN LIEU OF INSURANCE**

In the event two or more bargaining unit members decline the health insurance benefit provided pursuant to this agreement, each member of the bargaining unit that declines such health insurance shall be paid the amount of \$1,200.00 in lieu of said health insurance for each year the bargaining unit member declines the said health insurance. The \$1,200.00 payment shall be made in September of the school year succeeding the school year for which the said insurance was declined.

A bargaining unit member who declines health insurance may elect to participate in the health insurance program provided:

1. such enrollment is the result of the involuntary loss of the Non-Board Plan (spouse's company ceased to provide coverage, death of spouse, loss of employment, divorce, etc.)  
or
2. such enrollment occurs at the annual open enrollment period.

Should any participant in this plan elect to enroll in the Board Medical Plan at any time during the fiscal year, the cash benefit will be prorated to the point of enrollment.

Classified staff employed less than full-time but more than half time will be entitled to half (1/2) of the amount provided for full-time staff. Classified staff (Cooks, bus drivers) who pay 75% of their insurance will be paid 75% of the payment in lieu of insurance amount.

## **ARTICLE VIII: WORKING CONDITIONS**

### **A. Work Week**

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

### **B. Work Day**

The normal work day for bargaining unit members is as follows:

1. **Secretaries:**  
Monday - Friday (Assigned Hours).  
with thirty (30) minute duty-free lunch.
2. **Elementary and High School Maintenance Staff:**  
Monday - Friday (Assigned Hours)  
with thirty (30) minute duty-free, unpaid/ lunch.
3. **Food Service Personnel:**  
Monday - Friday during the school year (Assigned Hours) with a  
thirty (30) minute duty-free lunch

### **C. Changes in Work Day**

Normal working hours will not be changed with less than twenty-four [24] hours notice.

### **D. Professional Meetings**

All secretaries may attend professional meetings during working hours. Upon request and with the prior approval of the Superintendent any other staff member may attend.

## **HOLIDAYS**

### **A. Holiday List/Criteria**

The following days shall be considered holidays:

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

Employees covered by this Agreement shall be paid for holidays not worked on the basis of the employee's normal daily work hours and straight time hourly rate.

A holiday falling on a Saturday shall be observed on the Friday preceding the holiday. A holiday falling on a Sunday shall be observed on the Monday following the holiday.

In the event Christmas Eve or New Year's Eve falls on a scheduled work day, support staff employees on annual contracts (12 month) will be permitted Christmas Eve and New Year's Eve day off with pay. If such employee needs to come in to work, there will be no additional pay as the day has already been paid at the regular hourly rate for the day.

All full-time classified employees on annual contracts (12 months) scheduled to work on Good Friday or the Friday after Thanksgiving shall be given the day off with pay. If such employee needs to come in to work, there will be no additional pay as the day has already been paid at the regular hourly rate for the day.

In order to qualify for pay for holidays not worked, an employee must work the scheduled work day before and the scheduled work day after the holiday unless his absence is excused because of vacation, injury or illness, or other excused absence. A doctor's excuse for personal illness or injury may be required.

### **B. Compensation for Holiday Work**

If an employee is asked and works a holiday, the pay will be two [2] times the regular rate (holiday pay plus regular rate). If all employees in a classification refuse the work offered, the least senior shall be required to work.

## **VACATIONS**

Employees covered by this Agreement who are in service not less than eleven (11) full months in each calendar year shall be granted a vacation with pay as follows:

- A. After one (1) year of continuous employment - 10 days
- B. After ten (10) years of continuous employment - 15 days
- C. After sixteen (16) years of continuous employment - 16 days
- D. After seventeen (17) years of continuous employment - 17 days
- E. After Eighteen (18) years of continuous employment - 18 days
- F. After Nineteen (19) years of continuous employment - 19 days
- G. After Twenty (20) years of continuous employment - 20 days

Vacation will be credited at the close of each month for each month of such service throughout the school year. If an employee is laid off, retires, resigns, is discharged, or dies after one or more years of continuous service, he/she will receive vacation pay on a pro-rata basis of the annual amount of vacation at his/her regular rate of pay for each full month or major portion thereof for the period up to the date of such separation from employment.

Vacations normally must be scheduled during those periods of the year when school is not in session, e.g. the summer break between school years, Christmas break, spring break. However, upon reasonable notice, single days of vacation may be used during the school year. Employees shall notify the Administration no later than April 1 or one week prior to their requests for vacation whichever comes first of the time period in which they wish to take their vacation. The Administration will endeavor to grant vacation at the time preferred by the employee, insofar as it is possible to do so in accordance with the staffing needs and the work load of the school district. In cases of conflict, the employee with greater seniority shall be given preference, provided the employee has submitted his vacation schedule as prescribed above. Vacation requests or changes in such requests received after April 1 shall be handled on a first come-first serve basis.

It is the intent of the parties to this Agreement that employees shall take their vacation and not draw pay in lieu thereof. Vacations cannot be accumulated from year to year.

An eligible employee on an approved vacation during a scheduled holiday shall receive holiday pay provided he worked his last scheduled work day prior to his vacation and his first scheduled work day following his vacation.

## **WORKING CONDITIONS**

### **A. Students**

The Board shall support and assist bargaining unit members with respect to the maintenance of control and discipline of students in the assigned work areas of employees. The Board or its designated representative shall take reasonable steps to relieve the bargaining unit member of responsibilities with respect to students who are repeatedly disruptive or who repeatedly violate rules and regulations.

No bargaining unit members shall be required to dispense or administer medication.

### **B. Supervision**

All work rules established by the Board shall be in writing and communicated to all employees and the Association. Work rules shall not conflict directly or indirectly with any provisions of this Agreement. Any employee, or the Association, shall have the right to grieve over unreasonable work

rules or an unreasonable application of reasonable work rules. Any new or unanticipated classifications and/or working conditions in the work areas and assignments encompassed by the bargaining unit during the term of this Agreement shall be negotiated between the parties in respect to duties, rates of pay and other terms and conditions of employment.

### **C. Safety Equipment**

The Board shall provide without cost to the bargaining unit member the following:

1. Approved first aid kits and materials in all work areas;
2. Adequate and approved safety equipment including, but not limited to, goggles, shields, barriers, hardhats, and auditory protection devices;
3. Safety shoes and glasses where applicable;

## **ARTICLE IX: OTHER PROVISIONS**

### **A. SEPARABILITY**

In the event that any of the provisions of this Agreement shall be or become legally invalid or unenforceable, such invalidity or unenforceability shall not effect the remaining provisions of this Agreement. In such event, the parties agree to meet and negotiate within 30 days after learning of the invalidity or unenforceability of the provision to negotiate a replacement for such provision.

### **B. BOARD POLICIES/ADMINISTRATIVE REGULATIONS**

The Association will be furnished with a copy of any changes made in Board policy. District school regulations and administrative regulations affecting members of the bargaining unit.

### **C. RE OPENER AND DURATION OF AGREEMENT**

This Agreement shall remain in full force and effect from July 1, 2018, through June 30, 2021 both dates inclusive and from year to year thereafter, unless either party gives written notice that it wishes to modify any provision of this Agreement not less than sixty (60) days in advance of June 30, 2021, or any anniversary date thereafter. The parties expressly agree that this Agreement is subject to reopening by either party for the purpose of negotiating salary and fringe benefits only by giving notice on or before July 1 of any year of the term of this Agreement. In the event of such reopening and the failure to reach agreement, the parties shall utilize the dispute resolution procedure set forth herein. If the dispute resolution procedure does not result in agreement, the Association shall have the right to utilize ORC 4117.14(D)(2). If the Association implements ORC 4117.14(D)(2), then the duration of this Agreement shall be modified from June 30, 2018 until ten (10) calendar days after the Association has notified the Board of its intent to implement ORC 4117.14(D)(2), provided however, that only those issues which precipitated the Association's implementation of ORC 4117.14(D)(2) shall be subject to negotiation. Furthermore, it is agreed that all such expiring provisions that were not a part of the impasse shall be included in the successor agreement in addition to those agreed to settlement issues which were part of the impasse.

Nothing in this Agreement shall prohibit the parties, by written mutual agreement between them to enter into negotiations at an earlier date

Diane Vorst  
President, Fort Jennings  
Education Association

\_\_\_\_\_  
President, Jennings  
Local Board of Education

\_\_\_\_\_  
Negotiations Chairperson.  
Fort Jennings  
Education Association

Nicholas T. [Signature]  
Superintendent, Jennings  
Local School District

8-22-2018  
Date

8-22-18  
Date