

AGREEMENT BETWEEN
EAST LIVERPOOL CITY SCHOOL DISTRICT
BOARD OF EDUCATION

And the
OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES

And
OAPSE LOCAL #223

FEBURARY 25, 2013

Notwithstanding the language in Article XXV 25.01 – fringe benefits, And article XII – Posting and Bid Procedure, the board and union agree to the following language change effective January 1, 2013:

25.01 Health Insurance

Each employee of the bargaining unit employed a minimum of twenty (20) hours per week for each fully scheduled week as of January 1, 1990 shall be eligible for health insurance coverage. (For persons employed after January 1, 1990, this coverage will be provided for those employees working twenty-two and one half (22 ½) hours or more in one contract per week.) **Employees working in more than one position cannot combine their hours in the two positions to be eligible for health insurance benefits.** Such employee shall submit to the Treasurer an enrollment card as prescribed by the insurance carrier administrator and shall be subject to the provisions of insurability requirements established by the group insurance carrier/administrator.

In exchange for the above stated agreement the Board and Union also agree to the following:

Short hour employees who apply for a second short hour position will be awarded a second short hour position in accordance with Article XIII – Posting and Bid procedure, only if the hours of the two different positions will not conflict or will not result in the employee being awarded or entitled to daily overtime, or extra work before applicants outside the school district are hired.

In the event of calamity days, the employee will work in the first daily assigned position and the second daily assigned position will be filled with a substitute. The employee will not receive pay for the seconded position on that day.

The terms of this MOU apply to employees who request a second position after January 1, 2013.

The Board and Union agree that the provisions of this MOU shall not be altered or eliminated without the consent of both parties or thru good faith bargaining.

The Board and the Union agree this MOU shall not be referred to by either party in any other dispute or disagreement between the parties, except to the extent the dispute or disagreement relates solely to the enforcement of the terms of this MOU itself.

OAPSE LOCAL #223



President

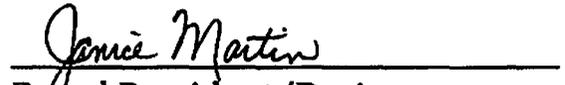


OAPSE Consultant

3/26/2013

Dated Signed

East Liverpool City School District



Board President/Designee



Treasurer

3/26/13

Date Signed

Pepple & Waggoner, Ltd.

ATTORNEYS AT LAW

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April 1, 2013

VIA ELECTRONIC MAIL ONLY

State Employment Relations Board
Research and Training
65 East State Street, 12th Floor
Columbus, OH 43215-4213

Re: East Liverpool City School District Board of Education and
OAPSE Local #223
SERB Case No. 11-CON-02-0387
Our File No. 428-57-11

Gentlemen:

Enclosed please find an executed Memorandum of Understanding which modifies the terms of the current Negotiated Agreement between the above-captioned parties, which is effective September 1, 2011 through August 31, 2014.

Thank you for your assistance in this matter.

Very truly yours,



Kevin J. Locke

KJL/dlm
Enclosure

cc: Mr. James Herring, Superintendent (with enclosure)
Mr. Ron Blatt, OAPSE Field Representative (with enclosure)