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**MASTER CONTRACT**

**BETWEEN**

**OAPSE LOCAL #238**

**AND THE**

**MADISON LOCAL BOARD OF EDUCATION**

**JULY 1, 2010 THROUGH JUNE 30, 2011**

**CONTRACT YEARS**

## DEFINITION OF TERMS

The following words, as used throughout this document, shall have the meaning as listed below unless the context plainly requires otherwise.

|                                   |  |
|-----------------------------------|--|
| <b>"Anniversary Date"</b>         | the employee's last date of hire with the District.  |
| <b>"Assistant Superintendent"</b> | the person assigned by the Superintendent to perform the duties described and defined in this Master Contract, or the Superintendent or designee.  |
| <b>"Bargaining Unit"</b>          | people and positions represented under the Master Contract by their sole exclusive representative, Union.  |
| <b>"Board"</b>                    | the Board of Education of the Madison Local School District.   |
| <b>"CDL"</b>                      | a Commercial Drivers License.  |
| <b>"Classification"</b>           | job positions listed under Article 1, §§A [2] (a-k) of this Master Contract.   |
| <b>"Classification Seniority"</b> | actual years an employee works within a classification.  |
| <b>"Contract Year"</b>            | July 1 through June 30.  |
| <b>"Day"</b>                      | a calendar day, excluding weekends and any holiday as defined in ORC §1.14.  |
| <b>"District"</b>                 | the Madison Local School District.   |
| <b>"Emergency"</b>                | a sudden condition or state of affairs calling for immediate action.   |
| <b>"Employee"</b>                 | a member of the OAPSE union bargaining unit.   |
| <b>"Field Trip"</b>               | any school bus trip or extracurricular bus trip which is not a regularly scheduled route.  |
| <b>"Grievance"</b>                | an alleged misinterpretation or misapplication of this Master Contract.  |
| <b>"Grievant"</b>                 | an employee, group of employees, or the Union.   |
| <b>"His"</b>                      | a singular pronoun whose reference shall apply equally to members of either gender. This singular pronoun should be considered only as a matter of customary grammatical usage as the context requires. Its reference does not indicate a sexual preference. |
| <b>"Immediate Family"</b>         | father, mother, sister, brother, spouse, child, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent, grandchildren,   |

**son-in-law, daughter-in-law** or any other person living in the same household as the employee for whom the employee has been granted legal responsibility for by a court.

|                                 |   |
|---------------------------------|---|
| <b>"Master Contract"</b>        | the master contract by and between the Board of Education of the Madison Local School District, Lake County, and the Ohio Association of Public School Employees, Local #4, AFSCME/AFL-CIO, Local #238 and subsequent memorandums of agreement between the parties. |
| <b>"ORC"</b>                    | the Ohio Revised Code.  |
| <b>"§"</b>                      | a section citation of the Ohio Revised Code, this Master Contract or as the context plainly requires.   |
| <b>"Seniority"</b>              | the uninterrupted length of continuous service with the Board as computed from the employee's most recent date of hire.   |
| <b>"SERB"</b>                   | the State Employment Relations Board.   |
| <b>"SERS"</b>                   | the School Employee's Retirement System.  |
| <b>"Superintendent"</b>         | the Superintendent of Schools of the Madison Local School District.   |
| <b>"Standard Overtime Rate"</b> | one and one-half times an employee's regular rate of pay.   |
| <b>"Treasurer"</b>              | the Treasurer of the Madison Local School District.   |
| <b>"Union"</b>                  | the Ohio Association of Public School Employees, Local #4, AFSCME/AFL-CIO, Local #238.  |
| <b>"Work Week"</b>              | five consecutive days worked between 12:01 a.m. Sunday and 12:00 a.m. Saturday.   |
| <b>"Vacancy"</b>                | an employment position which becomes open due to a promotion, demotion, transfer, contract nonrenewal, termination, resignation, or death of an employee, or due to the creation of a new employment position in the District.                                      |
| <b>"Year"</b>                   | 120 or more days employed by the Board during a contract year.  |

## ARTICLE 1 - PROCEDURAL AGREEMENT

### A. Recognition

1. The Board recognizes the Ohio Association of Public School Employees, Local #4, AFSCME/AFL-CIO, Local #238 (Union) as the sole and exclusive bargaining representative of all staff in the bargaining unit for the purposes of arriving at contractual agreements on wages, hours, fringe benefits, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of this Master Contract. The bargaining unit shall consist of all staff, full-time and regular short-hour, employed by the Board indicated by the classifications defined in §A [2] below:
2.
  - a. Bus Assistants
  - b. Special Education Assistants
  - c. Educational Assistants
  - d. Library Assistants
  - e. Bus Driver Personnel
  - f. Bus Mechanic Personnel
  - g. Cafeteria Personnel
  - h. Custodial Personnel
  - i. Maintenance Personnel
  - j. Secretarial Personnel
  - k. Data Processor
3. The following staff shall be excluded from representation by Union:
  - a. Administrative and Supervisory Personnel
  - b. Board Office Personnel
  - c. Latchkey Personnel
  - d. Public Preschool Personnel
  - e. Seasonal Employees/Casual, Day-to-Day Substitutes
4. This recognition shall continue unless a successor is elected or recognition is withdrawn in accordance with ORC Chapter §4117.

5. Reciprocal Compensation

Should any other bargaining unit or administrative position receive any bonus, benefit increase or wage increase greater than the amount (s) negotiated by OAPSE Local #238, then same increase(s) shall be granted to all members of OAPSE Local #238 on the same effective date.

6. Proofreading

Further, both parties agree that unless specifically negotiated and agreed upon, which shall be evidenced by the ability to produce a signed and dated TA, all other language in this contract shall remain the same. If during the proofing and reproduction of the document an item is overlooked or excluded no penalty shall be visited upon either party but such language as that which was overlooked or excluded which will be considered valid and be in full force and effect.

**B. Negotiations Procedures**

1. Preliminary Exchange

- a. Not earlier than March 1 of the calendar year in which this Master Contract expires, a written request for negotiations may be submitted either by the Union or the Board. A copy of the request from either party shall be submitted to SERB.
- b. Both the Union's and Board's representatives shall exchange their initial bargaining proposals in written contract language form. After this exchange, no additional written topics may be submitted by either side except by mutual agreement.
- c. Upon the mutual agreement of the parties, the initial exchange of information may be accomplished through the mail, return receipt requested, or by personal delivery.

2. Meetings

- a. A meeting between the negotiating teams of the Union and of the Board will be scheduled for a mutually agreed time within twenty days after the receipt of the written request for negotiations or upon a mutually agreeable later day.
- b. The first meeting shall be used to identify the teams, each limited to six persons and chief negotiator or spokesperson, to determine a mutually agreeable meeting place, to establish a schedule for discussion and to discuss such matters as may be necessary to facilitate meaningful and good faith negotiations.
- c. Negotiation sessions will be scheduled not to conflict with the work day. If the parties by mutual agreement deem it necessary, sessions may be held during the work day, in which case team members will be released for negotiations without loss of pay or benefits.
- d. Negotiation meetings shall be closed to the press and the public, except by mutual written agreement.

- e. Neither the Board nor the Union may use any electronic devices to record the negotiating sessions, but both may keep a written record as they may determine.
- f. Either the Board or the Union may recess for caucuses up to 15 minutes, unless the length of time is mutually agreed to.
- g. Each side shall bargain in good faith. Good faith means the obligation of the Union, and its designated representatives, and the Board, and its designated representatives, to have a desire to reach a negotiations agreement upon those matters being negotiated. This obligation does not compel either party to agree to a proposal.
- h. This section will be tolled until the completion of the statutory challenge procedure noted in §A [4] above, if a challenge is initiated. The initial meeting provided by §B[2][a] above will then be scheduled within ten work days following the SERB determination of the results of the election, provided this recognition and the Master Contract contained herein are to continue.

3. Information

Prior to and during the period of negotiations or impasse, the Board and the Union shall provide each other all requested information which is regularly and routinely prepared and pertinent to the issue(s) under consideration. The information shall be made available within a reasonable period of time. This provision does not apply to confidential material or to any information which must be expressly compiled for use by the teams.

4. Agreement

- a. As items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator of both the Board and the Union to indicate their tentative agreement.
- b. When a final tentative agreement is reached between the two negotiating teams, the total Master Contract shall be reduced to writing, jointly reviewed by the negotiating teams, and submitted to the membership of the Union for approval and acceptance. If the Union approves and accepts the Master Contract, it shall then be submitted to the Board for final ratification and adoption at the next regular Board meeting. Upon acceptance and ratification, the Master Contract will be signed by the Board President, Treasurer, and Superintendent and the Union President, Secretary and Field Representative.

5. Impasse

- a. The mediation procedures set forth in this Article constitute the procedures mutually agreed upon by the Board and the Union under this Master Contract. These exclusive dispute settlement procedures shall operate in lieu of the settlement procedures set forth in ORC §4117.14.
- b. In the event agreement cannot be reached on all issues submitted to the bargaining process or 45 days prior to the expiration of the Master Contract, whichever is sooner, either team may declare impasse to resolve the outstanding issues. The declaring party shall notify the other team and make a direct request for assistance

from the Federal Mediation and Conciliation Service, subject to its rules and regulations. If a Federal Mediator is not available, or at the parties' mutual option, a private mediator may be employed. The parties may mutually agree to an alternate mediation procedure.

- c. The Federal Mediator shall have full authority to set the time, place, and date of all mediation sessions and to set whatever other rules and regulations he deems necessary.
- d. The Board and the Union shall share equally the cost of the Mediator and any other incurred incidental costs. Costs incurred independently by either the Board or the Union shall be borne by the incurring party only.
- e. When agreement is reached through these impasse procedures, it shall be subject to the provisions of §B [4][b].

### **C. Board Management Rights**

- 1. The Board and Union agree to respect the responsibilities each has to itself and to the other in matters found within this Master Contract. The Board retains and reserves unto itself, without limitation, all powers, duties and responsibilities conferred upon and vested in it by the constitutions of the United States and the State of Ohio and all applicable statutes, to manage and direct, on behalf of the public, all operations and activities of the District to the fullest extent authorized by law and consistent with this Master Contract, and reserves the right to use discretion in exercising such rights and to adopt, rescind, or modify policies and rules in the course of exercising its powers, duties and responsibilities, except only as limited by the specific and express terms of this Master Contract.
- 2. Subcontracting
  - a. The Board shall not enter into agreements with private or public contractors, or private individuals, to do work normally performed by employees within the scope of their normal duties, unless the Superintendent or designee first provides:
    - i. Notice of and rationale for the intent to execute such agreements to the Union President and Union Field Representative; and
    - ii. An opportunity for the Union to discuss the effects of such a decision.
  - b. The provisions of this section do not apply to the Board's discretion in employing students, seasonal employees, casual, day-to-day substitutes, supervised volunteers who assist employees in performing their duties, or executed contract service agreements for performance of work which does not otherwise result in a loss of hours or wages or layoff of existing employees.
- 3. The Board shall have the authority to establish reasonable written work rules as long as such rules are not in conflict with the express terms and conditions of the Master Contract and do not change existing terms and conditions of employment. Affected employees shall be given a copy of the work rules and any subsequent changes to them. Work rules purported to be in conflict with the terms and conditions of the Master Contract shall be subject to the grievance procedure.

The Union will be notified not less than 14 days in advance of any pending changes in work rules and given an opportunity to meet to clarify and discuss the changes or otherwise to provide input prior to the implementation date of the changes.

4. The Board and Union shall abide by and be subject to the provisions of the Federal Omnibus Transportation Act of 1991, Drug-Free Workplace and Drug Free Schools and Campus Acts and Amendments, both at present and under any other amendments or regulations hereafter made.

## **ARTICLE 2 - UNION RIGHTS AND RESPONSIBILITIES**

### **A. Bulletin Boards**

The Union shall have the right to make use of OAPSE bulletin boards, located in Union work areas, for the posting of information or notices concerning Union matters.

Derogatory or uncomplimentary material concerning the Board, the District or personnel shall be removed from any OAPSE bulletin board by the Superintendent or designee after conferring with the Union President.

### **B. Seniority List**

1. By December 31 of each year, the Union President will be provided with nine copies of an employee seniority list. The employee seniority list will indicate:
  - a. Month and year of each employee's date of hire.
  - b. Total years of continuous service with the District, including current year and any proportional part-time service.
  - c. Seniority within classification(s).
  - d. Date of receipt of the completed and signed employment application.
2. Seniority in one classification does not transfer to another classification.

### **C. Worksite Visits**

The Union President, Grievance Chairperson, and/or building representative (within his own area of responsibility) may, without loss of pay and from time to time in the exercise of good judgment, when such is deemed necessary for the execution of their duties, be permitted to contact employees at their job location to consult or otherwise advise and hear matters of concern relative to Union business.

### **D. Facility Usage**

The Union may use inter-office mail service for school business. The Union and/or committees thereof may use school buildings, school facilities, and equipment when they are not in use for school purposes, but shall reimburse the Board for any costs incurred by that use. There will be no cost charged to the Union for its use of buildings or facilities, except if they are opened or provided for the sole use of the Union.

### **E. Employee Personnel File**

1. The official personnel file for all employees shall be maintained in the Board office.
2. An employee who is not on duty may schedule an appointment to examine his/her personnel file, initial and date and copy any material contained in it, at his/her cost. Access shall be provided to the employee within a reasonable time period.

3. An employee shall not remove any material from his personnel file.
4. Any person who places written material in an employee's personnel file shall sign and signify the date on which the material was inserted. A copy of said material shall be provided the employee.
5. No anonymous letter or report shall be the basis for any evaluation or placement in an employee's personnel file. An employee may request a meeting with the Assistant Superintendent or designee to discuss the removal of disciplinary material which is three or more years old. No material shall be removed from the personnel file if the employee has received further disciplinary action within the three year period.

**F. Union Meetings**

Employees may be granted up to one hour of release time, not to exceed two times per year, to attend Union meetings during their work shift. One or more employees shall remain in the buildings during this time.

**G. Labor Management Committee**

1. A Labor Management Committee (LMC) shall be formed, consisting of the Assistant Superintendent and other administrators, the OAPSE President, and six representatives selected by OAPSE.
2. The purposes of the LMC shall be to:
  - a. Promote positive staff relations and improve services.
  - b. Discuss matters of mutual concern and attempt to resolve any controversy which may arise from time to time.
  - c. Foster communications among the employees and management on issues related to their job.
  - d. The LMC shall serve as the district's Worker Safety Committee under the authority of ORC Chapter 4167.
  - e. Consider necessary adjustments, amendments or agreements to facilitate this Master Contract.
3. The LMC shall meet at least once per month of the school year or as otherwise determined. Meetings shall be scheduled in advance and will be held after the first shift has concluded.

**H. Bonding**

1. An employee whose job description requires him to handle money shall be bonded.
2. The Board shall provide the Bond for those employees required to handle money.

**I. Board Minutes/Agenda**

Upon request by the OAPSE President, the Superintendent shall provide OAPSE with two copies of the Board agenda when it is provided to the Board. The treasurer shall provide to the OAPSE President two copies of the Board-approved minutes each month and will provide such regularly published financial reports and/or related materials as are specifically requested.

## **ARTICLE 3 - EMPLOYMENT**

### **A. Employment Practices**

1. Each employee shall be issued a contract in accordance with ORC §§3319.081(A) and (B).
2. Residence in the District is strongly encouraged by the Board.
3. Each new employee shall be required to obtain a tuberculin test within 90 days prior to or 30 days after the date of initial employment.
4. Salary schedule placement of new employees shall be determined by the Assistant Superintendent.
5. The Superintendent shall take appropriate steps to comply with the provisions of the federal Americans with Disabilities Act (42 U.S.C. §12101 et seq.) consistent with this Master Contract.

### **B. New Employment**

1. A person newly employed by the Board shall be awarded a conditional employment contract until he has satisfactorily met the requirements of the law regarding a criminal background records check. If he does not meet all of the requirements of ORC §105.97 and 3319.37, his employment shall terminate immediately.
2. A new employee who meets the requirements of a criminal background records check shall be granted a one-year limited employment contract, but shall be subject to a 100-day probationary period, which may extend beyond the initial limited employment contract period.
3. During the probationary period the Assistant Superintendent or designee shall conduct at least one written evaluation of a new employee's performance to assess his performance strengths and deficiencies and to determine his fitness for and adaptability to his new position. If the evaluation is satisfactory, the employee shall continue in the position. If the evaluation leads the Assistant Superintendent or designee to conclude that the employee's continued employment is not in the best interests of the District, the employee shall be given an opportunity to:
  - a. Have a copy of the written evaluation;
  - b. Meet with the Assistant Superintendent or designee and the appropriate supervisor within five days of receipt of the evaluation;
  - c. Have Union representation at the meeting;
  - d. Hear the reasons for his proposed termination; and
  - e. Respond to those reasons.

Following the meeting, the employee shall either be recommended by the Superintendent for termination of employment by the Board, or, at the discretion of the Assistant

Superintendent, provided with an additional probationary period of another 30 days during which the employee shall be given a second written performance evaluation and an opportunity to meet with the Assistant Superintendent or designee in the same manner as the first meeting.

### **C. Reduction in Force**

1. All classifications specified in Article 1, §A [2] shall be used for the purpose of defining seniority in the event of a reduction in force.
2. When by reasons of decreased enrollment, reduction of workload, return of employees from Board-approved leaves of absence, or for economic reasons, the Board makes reductions in the number of employees; the Board shall proceed in accordance with the recommendations of the Superintendent or designee.
3. Prior to a reduction in force, the Superintendent or designee shall meet with the Union. The Board shall provide the Union with financial statements and rationale when the reduction in force is due to economic reasons.
4. The Board shall determine in which classifications the layoff will occur and the number of employees to be laid off. The affected employees shall be laid off in inverse order of seniority. Authorized leaves-of-absence do not constitute an interruption in continuous service, but an employee does not continue to accrue seniority while on an unpaid leave of absence. In the case where affected employees' have identical seniority, seniority shall be determined in the following order:
  - a. First contracted day on the job;
  - b. Date of Board meeting at which each employee was hired;
  - c. Date of the District's receipt of the completed and signed employment application.If, after the forgoing, the employees still have equal seniority, the Board and Union shall within 10 days notice of reduction in force mutually agree upon a tiebreaker decision.
5. Employees may displace a less senior employee in another classification if they have held a position previously in that classification and hold more seniority in that classification. The employee shall be placed on the same step of the new, appropriate salary schedule.
6. Thirty days prior to the effective date of layoff, the Assistant Superintendent or designee shall provide to the Union President a list indicating which employees are to be laid off. This list shall contain the name, seniority dates, and classifications of the affected employees. Each employee to be laid off shall be given written notice of the layoff after the list is presented to the Union President. Each notice of layoff shall indicate the following:
  - a. Reasons for the layoff;
  - b. Effective date of layoff;
  - c. A statement advising the employee of his rights of reinstatement from the layoff.

7. Displacement (Bumping) Procedures
  - a. An employee affected by such reduction in force may displace (bump) a less senior employee based upon the following criteria.
    - i. Within the same classification.
    - ii. Within another classification provided, however, that he had held that position previously and has more overall seniority.
  - b. A meeting will be held with all affected employees in which the displacement (bumping) will take place.
  - c. Written notice of this meeting shall be provided to the affected employees five days prior to its being scheduled.
  - d. Affected employees who choose not to attend the meeting will receive their new job assignment by mail.
8. The Board shall prepare a recall list by classification. The name of each laid off employee shall be placed on the list in order of seniority. An employee whose name appears on the recall list shall be offered reemployment, in writing, when a position in the classification becomes available after the provisions of Article 7 have been implemented and before any other employee with less seniority or before any new employee is hired for the position.
9. The Board shall provide notice of recall by certified mail to the last address given by the employee to the Board. It shall be the responsibility of the employee to keep the Board advised, in writing, of his current mailing address. An employee who fails to accept or respond to a recall notification within 10 days of delivery shall be removed from the recall list.
10. Employees on the recall list shall remain eligible for reemployment for a period of two years from the effective date of layoff. Employees, who are offered reemployment but decline, forfeit further rights to recall.

#### **D. Separation from Employment**

1. Involuntary termination of the employment of an employee shall be accomplished in accordance with the applicable provisions of this Master Contract. The provisions of ORC §3319.081(C) shall not apply to the termination of an employee's contract pursuant to ORC §4117.10(A).
2. When an employee's employment contract is suspended or terminated for cause, that employee's total employment status with the Board will be suspended or terminated.

## **E Retirement-Rehire Plan**

- 1. The Board and OAPSE agree that members of OAPSE who retire under SERS from the District may be reemployed under the following conditions:**
  - a. The District intends to rehire to fill the vacancy created by the retirement of the OAPSE bargaining unit member.**
  - b. The “reemployed bargaining unit member” refers to any bargaining unit member employed after retirement into SERS.**
  - c. The Board agrees to reemploy the retiring individual at Step 1 of his or her current contract.**
  - d. To be eligible for reemployment, the bargaining unit member must submit a letter of intent to the Superintendent no later than March 1. Such requests shall be considered on a case by case basis.**
  - e. To be reemployed, the bargaining unit member cannot have had any poor evaluations during the past three (3) years of employment within the District, must have proper licensing and/or certifications.**
  - f. The reemployed bargaining unit member is eligible for rehire in one (1) year increments.**
- 2. The reemployed bargaining unit member shall receive all health benefits afforded by this negotiated agreement. The currently health insurance coverage will continue without interruption.**
- 3. The reemployed bargaining unit member may not accrue additional SERS credit.**
- 4. The reemployed bargaining unit member shall return at Step 1 and remain at Step 1**
- 5. The 60 Day Rule: SERS requires that all retired employees do not become reemployed by any state pension system employer within the first 60 calendar days after their retirement.**
- 6. If during this 60 day period, it is necessary for a substitute to work the retired bargaining unit member’s position, the Superintendent/designee and the Association President and the member shall agree on a date of rehire. In the event that a substitute is required to fill the position for the 90 (ninety) day period this will be done by following steps outlined in the negotiated agreement in ARTICLE 7 – VACANCIES AND TRANSFERS.**
- 7. The reemployed bargaining unit member shall have precedence over any employee on a Reduction-in-Force list. This means that a reemployed bargaining unit member has the right to return for the year already agreed upon and overrides the right of a RIF’d person’s right to bid for the position occupied by the reemployed bargaining unit member.**

- 8. The reemployed bargaining unit member will receive all severance pay before being rehired. However, should a retirement incentive be offered after the reemployment of a bargaining unit member, they shall not be eligible for such an incentive.**
- 9. The reemployed bargaining unit member shall be eligible to earn and accumulate sick leave at one-quarter (1/4) of the remaining days after severance days were paid.**
- 10. The parties expressly agree and fully intend this Article to supersede and take precedence over all other inconsistent or contrary state and federal statutes.**

## **ARTICLE 4 - WORKPLACE**

### **A. Nondiscrimination**

1. The policies and practices of the Board shall be applied without regard to race, color, creed, national origin, sex, marital status, age, disability, or membership or nonmembership in the Union.
2. No reprisals shall be taken against an employee by reason of his utilization of any procedure or activity herein provided for, nor on account of his membership or nonmembership in the Union.

### **B. Smoke-Free Environment**

Employees shall be guaranteed a smoke-free environment. Smoking is only permitted in areas away from entrance doors and windows of each district building during break or lunch in compliance with Chapter 3794 of the Ohio Revised Code.

### **C. Tools and Equipment**

Within available appropriations, the Board will provide employees with tools and equipment necessary to perform the duties delineated in their job description.

## ARTICLE 5 - ABSENCES AND LEAVES

### A. Sick Leave

1. Sick leave credit shall accumulate at the rate of one and one-half days per month to a maximum of 18 days per year. Sick leave must be used on either a one-half or full-day basis. Sick leave may be used on a ¼-day basis with 48-hour advance notice and prior approval of the Assistant Superintendent.
2. An employee's total accumulation of sick leave may not exceed **three hundred forty (340)** days for the term of this contract. An employee may earn and accumulate sick leave while on sick leave.
3. An employee shall be granted an advancement of up to 18 days of sick leave, if needed, to be charged against the sick leave the employee will subsequently accumulate out of the current individual contract.

Employees who are advanced sick leave but fail to return to work following this sick leave shall reimburse the District the full amount of the advancement including applicable voluntary deductions.

4. a. An employee who is absent for seven or more consecutive days shall submit medical certification from a licensed physician stating that illness or injury to the employee or a member of his immediate family caused his use of sick leave
- b. An employee who uses more than 15 days of sick leave without medical verification in a contract year shall be required to submit medical verification from a licensed physician stating that illness or injury to the employee or a member of his immediate family caused his use of sick leave.
- c. An employee who consistently uses sick leave in a discernable pattern, such as on Mondays, Fridays or paydays, may be required to submit medical certification from a licensed physician to substantiate future absence due to illness or injury.
- d. An employee required to submit medical certification shall do so within three days of returning to work.
5. An employee transferring to the employ of the Board shall be credited with the unused balance of accumulated sick leave upon verification of such accumulation from the proper prior public employer, subject to the accumulation caps listed in §[2] above.
6. Unused accumulated sick leave days shall be reported to each employee by the Treasurer once each month.
7. **Sick Leave Bank**

**An OAPSE member who has used all available sick leave days may, in the case of an extended illness, use a donation of sick leave days from the bargaining unit pursuant to the following procedures:**

- a. Donations are limited to one (1) day from each bargaining unit member per year.
- b. The absent bargaining unit member is limited to one (1) use per year. The absent bargaining unit member or their next of kin must notify the Treasurer in writing, of the need for donated days prior to their usage. Donated days shall commence effective the day of notification
- c. The Association will submit to the Treasurer a list each school year by September 30 of all employees who have donated one day. The days assigned for use by the qualifying bargaining unit member will begin at the top of the list and continue, if necessary, until all are used. The order of the list shall be from those who have the most accumulated sick leave to those who have the least. Ties in the number of days will be broken by using the seniority list. If some days remain unused, these days shall be retained by the staff members who made them available.

8. Sick leave shall be paid for absence due to the following:

- a. Personal illness or injury.
- b. Exposure to contagious disease which could be communicated to children or other employees.
- c. Illness or injury in the employees' immediate family.
- d. Pregnancy-related disabilities.
- e. Death in the employee's immediate family.
- f. Transaction of personal business:
  - i. In any given contract year an employee may be granted, upon request, up to but not more than three days of personal leave for the purpose of transacting matters of personal business which cannot be done at any time other than during the regular work day. These days shall be deducted from the accumulation earned in §A [1] above. Personal leave may be used on either a one-half or full-day basis. Requests must include the general nature for the requested leave by marking the appropriate category on the leave form (family matter, scheduled appointment or emergency situation) and be signed by either the principal or immediate supervisor and the Assistant Superintendent.
  - ii. Personal leave shall not be used for recreational purposes except under the following conditions with 72 hours notice:
    - a. An employee whose sick leave accumulation is 215 days or greater on July 1 shall have no restrictions upon his use of the three personal days;

- b. An employee whose sick leave accumulation is between 135 and 214 days on July 1 shall have no restriction upon use of two of the three personal leave days;
  - c. An employee whose sick leave accumulation is between 100 and 134 days on July 1 shall have no restriction upon use of one of the three personal leave days.
  - iii. No personal leave shall be granted the day before or after a regular holiday, first or last day of school for students in the school calendar or the day before or after an employee vacation day, except under extenuating circumstances subject to approval of the Assistant Superintendent.
  - iv. Additional unpaid personal leave days may be granted by the Assistant Superintendent.
  - v. Personal leave must be requested on a form supplied by the Board as far in advance as possible, but not later than 48 hours in advance of when it is to be taken, except in emergency situations.
  - vi. A copy of the personal leave request form shall be returned to the employee within 72 hours of its receipt by the Assistant Superintendent or designee
9. An employee who knows in advance that it will be necessary to use sick leave shall give the administration as much advance notice as possible of the anticipated period of time when sick leave will be used.

**B. Professional Leave**

- 1. The President and duly-elected delegates of the Union shall be permitted to attend professional meetings at state or District level without loss of pay, as follows:
  - a. To attend district Union meetings without loss of pay. If not attending Union meetings, they will perform their regular duties.
  - b. To attend the annual Union conferences without loss of pay.
  - c. The number of delegates shall be limited to a maximum of three. Of these three, no more than two shall be from the same classification.
  - d. The Assistant Superintendent shall be notified in writing at least two weeks prior to the scheduled regular Board meeting held in advance of the requested meeting. The notification shall indicate the specific time(s) and date(s) of the meeting(s) and name(s) of the delegate(s) requesting attendance.
- 2. All employees may attend approved professional meetings. An employee may attend approved in-service seminars during scheduled work hours and receive his regular pay without loss of earned personal or sick leave days.

3. An employee who is required by the Assistant Superintendent or designee to attend meetings held at times other than during the employee's work shift shall be paid at his hourly rate and reimbursed for reasonable expenses.

### **C. Unpaid Leaves of Absence**

1. Upon a written request of an employee, the Board may grant an unpaid leave of absence for a period of not more than two years for educational, professional or other purposes, and shall grant such leave of absence where personal illness, pregnancy or disability is the reason for the request.
2. The provisions of this article not contrary to the provisions of the federal Family and Medical Leave Act of 1993 shall govern in instances of granting unpaid family and medical leave. The Board shall pay the cost of the employee's hospitalization insurance for the first ten days of the unpaid leave. Thereafter employees may elect to maintain their hospitalization insurance by reimbursing the Board, in advance, the cost of the monthly premium.
3. Upon the return of the employee from an unpaid leave of absence, the Board may terminate the employment of a person hired exclusively to replace the returning employee.
4. If, after the return of the employee from an unpaid leave of absence, the person employed exclusively for the purpose of replacing that returning employee is hired by the Board as a regular employee within a year following his termination as a replacement employee, he shall receive credit for the length of service with the Board during the replacement period.
5. If an unpaid leave of absence for educational, professional or other purposes is granted for a period of 90 or more days, the employee shall notify the Superintendent in writing of his intention of resuming his former duties at least 30 days prior to the expiration date of the unpaid leave.
6. Failure to notify in accordance with the conditions as stated in § [5] above shall constitute cause for termination of the employee's employment with the Board at the expiration of said leave of absence.
7. The Board may, for good cause shown, place employees on an unpaid leave of absence. Nothing herein shall limit the Board from placing an employee on an unpaid leave of absence. The action for placing an employee on an unpaid leave of absence may be grieved.

### **D. Military Leave**

An employee shall be granted a leave of absence for military duty in accordance with State and Federal law. Any employee who is a member of the Ohio National Guard, Ohio Defense Corp., Naval Militia, or member of other reserve components of the Armed Forces of the United States, shall be entitled to a leave of absence from his duties without loss of pay for such time as he is in the military service on field training or active duty for periods not to exceed 31 days in any calendar year, unless the law grants more time.

## **E. Disability Retirement**

An employee who was under contract when granted disability retirement and who has not resigned is on an unpaid leave of absence from his position during the first five years on disability retirement. If disability retirement is terminated by the School Employee's Retirement System within the five-year period, the employee is entitled to be restored to the same or similar previously held position and salary, based on the current salary schedule if eligible, pursuant to Article 3, §C of this Master Contract.

At least 20 days prior to returning to work, the employee will schedule an appointment with the Superintendent and present a doctor's certificate indicating that the employee is able to work.

## **F. Court Duty**

1. Any employee who performs jury duty or is subpoenaed to appear in court on school related business shall be relieved of daily assigned duties if the hours spent either as a juror or a witness conflict with that employee's hours of work.
2. After absence for such duty, the employee shall give the Treasurer all payments received for such services and shall receive full payment of his regular salary from the Board.

## **G. Assault Leave**

1. In the event that an employee is required to be absent from regular duties due to a physical disability resulting from physical assault during the course of Board employment, he shall be entitled to assault leave payment equivalent to his regular rate of pay for a period not to exceed 15 days.
2. Assault leave shall begin with the first day of absence from work due to the assault injury.
3. Assault leave shall not be deducted from any other earned or unearned leave provided by this Master Contract.
4. To qualify for assault leave, an employee must file claims with the Bureau of Workers' Compensation. Application for any medical payments shall be made through the Bureau of Workers' Compensation. No employee who receives Ohio Workers' Compensation benefits is eligible for continued use of assault leave days.
5. An employee has the option to apply for compensation for wages lost for the first 15 working days of absence due to an assault either under the provisions of this Master Contract or under the provisions of the Bureau of Workers' Compensation.
6. To qualify for assault payment, the employee must make an application on the form provided by the Board. (See Appendix E)

## **H. Vacations**

1. All employees under a twelve-month contract shall be granted yearly paid vacations based upon anniversary date, excluding legal holidays, as follows:
  - a. 1<sup>st</sup> through 7<sup>th</sup> years = 2 weeks.

- b. 8<sup>th</sup> through 13<sup>th</sup> years = 3 weeks.
  - c. 14<sup>th</sup> through 20<sup>th</sup> years = 4 weeks.
  - d. 21<sup>st</sup> through 24<sup>th</sup> years = 5 weeks.
  - e. 25 or more years = 6 weeks.
2. Twelve-month employees may take vacation anytime during the calendar year. Not more than one employee in each classification or one custodian in each building can be on vacation at one time during the school year unless the supervisor or Assistant Superintendent approves the additional absences.
  3. A written request for vacation leave shall be submitted to the Assistant Superintendent not less than 15 days prior to the start of requested vacation.
  4. Vacation leave shall be approved based upon date of receipt of the written request. Seniority shall be the determining factor in scheduling approved requests for vacation time when requests are received by the Assistant Superintendent within 48 hours of each other.
  5. No carryover will be permitted from one year to the next, except with the prior written approval of the Assistant Superintendent.
  6. Vacation leave can be taken on a full- or half-day basis only.
  7. A copy of the vacation leave request form shall be returned to the employee within 72 hours of its receipt by the Assistant Superintendent or designee.

**I. Holidays**

1. All regular employees shall be granted the following paid holidays at their regular rate of pay:

| <u>HOLIDAY</u>         | <u>DATE</u>                 |
|------------------------|-----------------------------|
| New Year's Day         | January 1                   |
| Martin Luther King Day | Third Monday in January     |
| President's Day        | Third Monday in February    |
| Good Friday            | Friday before Easter Sunday |
| Memorial Day           | As established by calendar  |
| Labor Day              | First Monday in September   |
| Thanksgiving Day       | Fourth Thursday in November |
| Christmas Day          | December 25                 |

2. Twelve-month employees shall also be granted Independence Day, the day after Thanksgiving, the last working day before and the first working day after Christmas (as established by the calendar) as paid holiday time at their regular rate of pay.
3. Should a holiday occur on a Saturday, the immediately preceding Friday shall be observed as the paid holiday. Should a holiday occur on a Sunday, the immediately following Monday shall be observed as the paid holiday.

4. Any employee required to perform work on a paid holiday shall be paid at a rate of twice his hourly pay for the work performed on the holiday, as well as the paid holiday.

**J. Workers' Compensation**

1. In the course of injury or death incurred in the course of and arising out of their employment, employees are protected under the Worker's Compensation Act of Ohio.
2. Employees required to attend a Worker's Compensation hearing will be released from work with no loss of pay or benefits.

**K. Leave Application**

1. Employees shall request leave on forms provided by the Board and shall certify that the information provided is true and accurate.
2. The misuse, falsification, or abuse of any leave provision under this Master Contract shall subject the employee to the docking of pay, suspension, and/or termination or prosecution.

**L. Precedence**

This contract shall take precedence over and supersede the following provisions: ORC §§3319.084, 3319.087, 3319.13, 3319.141, and 3319.142.

## ARTICLE 6 - EMPLOYEE DAYS AND HOURS

### A. Time Clocks and Time Cards

1. Each employee shall be required to account for his time worked, either by punching a time clock, or submitting a time sheet as the basis for being paid.
2. Each employee is responsible for verifying the accuracy of his time card or time sheet. If an employee discovers an error on his time card or time sheet, he shall immediately report this error for correction to the supervisor. Once the employee signs his time card or time sheet, no changes will be made without the employee's knowledge.
3. No employee shall knowingly punch the time card for another employee, or change the time on a time sheet. These acts, or any other falsification of a time card or time sheet shall be grounds for that employee's immediate dismissal under the provisions of this Master Contract.
4. If an employee leaves his assigned building to attend a Union meeting during his work shift, pursuant to Article 2, §F of this Master Contract, he shall clock-out and, upon his return, clock-in on his time card or indicate such on his time sheet.

### B. Hours of Work

1. Employees are presumed to work the hours specified in their employment contract. Permanent increases or decreases in contracted time for employees shall be indicated in writing in an adjusted salary notice provided to them. They shall not be paid for any other reported time unless such time is approved by their supervisor.
2. Employees shall be paid the standard overtime rate for all active duty hours in excess of eight hours per day or 40 hours per week authorized by their supervisor, except where other rates of pay for holidays, calamity days or unusual working conditions call for rates in excess of the standard overtime rate. This shall not restrict the Assistant Superintendent or designee from assigning necessary extra time.
3. Work Shifts
  - a. Work shifts for Custodial and Maintenance personnel shall be as follows:

| Shift                                       | Start Time | End Time   |
|---|------------|------------|
| First shift: middle and elementary schools  | 7:00 a.m.  | 3:30 p.m.  |
| First shift: high school                    | 6:30 a.m.  | 3:00 p.m.  |
| Second shift: elementary schools            | 2:30 p.m.  | 11:00 p.m. |
| Second shift: high school and middle school | 3:00 p.m.  | 11:30 p.m. |

- b. Other work shifts may be established by the Assistant Superintendent or designee after consultation with the Union President.
  - c. Should the hours of any school day be rescheduled, or if an emergency arises, the shift hours shall be subject to change.
- 4. All employees who work four or more hours shall be granted a rest period during the middle of each work period at the rate of 10 minutes per four hours worked.
  - 5. All employees who work an eight hour shift shall be entitled to a one-half hour uninterrupted lunch period.

**C. Calamity Days**

- 1. Whenever school is closed due to an epidemic or order of the Lake County Health Commissioner, hazardous weather conditions, energy emergency days, or other circumstances rendering a school building unfit for school use due to utility failure or other acts of God, all employees shall receive their regular rate of pay, not to exceed the number of days allowable by the Ohio Department of Education.
- 2. The Board shall endeavor to notify employees of a declared calamity day prior to the start of their scheduled shift, inclusive of reasonable travel time.
- 3. An employee who is requested by the Assistant Superintendent or designee to report to work on a calamity day shall be paid his regular hourly rate of pay in addition to calamity day compensation.

## ARTICLE 7 - VACANCIES AND TRANSFERS

### A. Job Vacancies and Bid Procedure

1. Within five days from the date a vacancy occurs, the Board shall provide a vacancy notice to the Union President and Union representatives in all District buildings to be posted in designated areas accessible to all employees for a period of ten days. The Union President shall provide a list of these representatives to the Assistant Superintendent by September 15. Subsequent vacancies resulting from filling the initially posted position shall only require posting for three days.
2. The Assistant Superintendent or designee shall maintain a file of employee requests for transfer to a position desired, whether or not a vacancy exists. The employee shall be given written acknowledgement of receipt of his request, and a copy of each applicable vacancy notice shall be enclosed with his paycheck during the summer months when school is not in session. Requests shall be considered as standing until the requested transfer occurs or the employee requests his name be removed from the file. Expression of interest does not mean acceptance of an offer to fill the position.
3. A copy of the posting shall be submitted to the Union President or his designee.
4. The vacancy notice shall include:
  - a. Position available.
  - b. Location of the position.
  - c. Shift involved.
  - d. Current rate of pay and hours of work.
5. Within the posting period, any employee may submit to the Assistant Superintendent a written bid for the vacant position.
6. In filling a vacancy, the Board shall consider applicants in the following order:
  - a. Current employees within the same classification who request a transfer.
  - b. Current employees from outside the classification who request a transfer.
  - c. Persons from outside the Union who seek employment with the Board.

In considering employees in §[a] and [b] above, the Board shall award the vacant position to the senior employee who is qualified. Qualifications shall be determined by the Board in accordance with the current job description.
7. All posted vacancies which have been bid upon by a current employee shall be filled within 30 days after the posting period has expired. Upon request, the Union President may grant a reasonable extension, to a maximum of 30 additional days.

8. During the 45-day training period for employees appointed under the provisions of §[6][a] and [b] above, the Board shall not be required to fill the vacated position of the promoted or assigned employee. If, at the expiration of the 45-day training period, the appointed employee has successfully completed his job duties, the Board shall post a vacancy notice in accordance with §A [1] above. The vacated position shall be filled by a temporary employee or substitute during the training period.

## **B. Transfers**

1. All employees appointed under the provisions of §[6][a] and [b] above shall be subject to a 45-day training period for the Board to determine their fitness for and adaptability to their new position. The following provisions shall apply to such appointed employees during the 45-day training period:
  - a. If an employee is appointed under the provisions of §A [6] [b] above, but has no previous experience in that classification, the employee's salary schedule placement will be at that same step on the new classifications salary schedule.
  - b. If the employee is appointed to a position in which he has previous job experience in that classification within the District, the Board may waive the training period, unless that employee is appointed to a position of greater responsibility.
  - c. Following successful completion of the training period, the employee's seniority in that position shall be retroactive to his first day in the new job. The seniority of an employee who is not subject to a training period shall be effective on the first day of work.
  - d. Should the employee's performance deficiencies be noted and documented on an evaluation after the training period, an additional 30-day probationary period may be established. An employee who is determined not to fulfill the qualifications of the position to which he was appointed has the right to:
    - i. A hearing with the Assistant Superintendent or designee and the appropriate supervisor.
    - ii. Union representation at the hearing before returning to his previously held position.
    - iii. Waive a second evaluation and immediately return to his previously held position.
  - e. An appointed employee who does not want to continue with the new position shall be permitted to return to his previous position without loss of seniority within the 45-day training period, or within 20-days if the training period has been waived.

## **C. Temporary Transfer**

1. When an employee provides advanced notice of an absence (excluding vacations) of ten (10) or more consecutive work days, or an employee accepts a temporary transfer, the Assistant Superintendent or designee shall offer the available position to the remaining

employees in that job classification in order of their seniority until the assignment is accepted. Temporary transfers under this section shall not require a posting.

2. An employee who accepts a temporary transfer shall be:
  - a. Required to work the regular hours of the vacant position; and
  - b. Paid from the first hour of the assignment at his current hourly rate of pay plus the difference in hourly rate between the Step 0 rates for the employee's position and the vacant position.
3. If no employee accepts the temporary transfer, the position may be filled by a Board-approved substitute employee.
4. If no substitute employee can be secured, the position will be assigned to the employee who, in the Assistant Superintendent's or designee's judgment, can most efficiently perform the duties of the position. This employee will remain until a substitute is later secured or the provisions of §C [5] below apply.
5. An employee who accepts or is assigned a temporary transfer shall continue in this assignment until:
  - a. The regular employee returns from the absence;
  - b. The position becomes a vacancy; or
  - c. The Assistant Superintendent or designee determines that the employee is not able to satisfy the special considerations of the position.

#### **D. Temporary Assignments**

1. Absences other than those defined in §C above shall be filled by:
  - a. A Board-approved substitute employee, except for mid-day and kindergarten bus routes which shall be offered and filled on a rotating seniority basis by one driver for the duration of the temporary assignment.
  - b. If no Board-approved substitute employee is available, the Assistant Superintendent or designee shall offer the position to the remaining employees in order of their seniority until the assignment is accepted, except when there is an emergency in which case the position will be offered to the employee who, in the Assistant Superintendent's or designee's judgment, most efficiently can perform the duties of the position.
  - c. An employee who accepts a temporary assignment shall be:
    - i. Required to work the regular hours of the vacant position;
    - ii. Paid from the first hour of the assignment at his current hourly rate of pay plus the difference in hourly rate between the Step 0 rates for the employee's position and the vacant position, except that if the temporary

assignment is to fill a supervisor's position, the employee will be paid \$3 per hour in addition to his current hourly or overtime rate; and

- iii. Entitled to all other supplemental wages to which he would otherwise be eligible to receive.
- d. An employee who accepts a temporary assignment outside the Union shall continue to accrue seniority.

## **ARTICLE 8 - EVALUATION**

### **A. Purposes of Evaluation**

The Board and the Union agree that the purposes of employee evaluation are to:

1. Improve employee performance as outlined in the job description;
2. Clarify the performance expectations of the employee as determined by the administration;  
and
3. Provide a means for the administration to direct improvement and the employee to assume responsibility for it.

### **B. Evaluation Instrument**

All personnel shall be evaluated on instruments devised and periodically updated by the Assistant Superintendent or designee, following consultation with the Union. The evaluation instrument components shall be related to the approved job descriptions for the positions being evaluated.

### **C. Job Descriptions**

1. The Union shall be furnished with a copy of the job description of each classification of employee within the Union.
2. Each employee shall be provided with a copy of the job description which applies to that employee's job classification.
3. Job descriptions shall be reviewed annually. The Union will be notified not less than 14 days in advance of any pending changes in a job description and given an opportunity to provide input at a meeting to discuss the proposed changes.

### **D. Evaluation Frequency**

1. Evaluations shall be completed by April 1 of each year.
2. Employees possessing a one- or two-year contract will be evaluated annually.
3. Employees possessing continuing contracts will be evaluated biannually, except for those employees on probationary status. Probationary employees shall be evaluated in accordance with Article 3, §B of this Master Contract.
4. The immediate supervisor has the right to initiate a meeting with an employee to discuss concerns pertaining to the employee's job performance. Such conferences are not considered to be disciplinary conferences unless a disciplinary action is to be taken. If a disciplinary action is to occur, the employee may suspend the conference for a reasonable period of time to secure a Union representative.

## **E. Employee Evaluation Process**

1. Evaluation requires observation of services performed. The observation of job performance will be conducted by the employee's building principal and/or immediate supervisor. The observation shall become a part of a formal evaluation.
2. Multiple supervisory persons may participate in the evaluation process. Peer members of the Union who direct the evaluated employee may be asked to provide input into his evaluation, but they shall not sign the evaluation.
3. A formal evaluation of an employee shall be placed in his personnel file following a discussion between the employee and the evaluator. The employee shall acknowledge having received and read the formal evaluation by signing and dating it. The signature indicates only that the employee has read the material and not that the employee is in agreement with its content.
4. If the employee is unwilling to sign the evaluation, this shall be noted by the evaluator and counter-signed by him.
5. An employee who disagrees with the job evaluation shall verbally inform the evaluator immediately of the dissatisfaction. Within five days, the employee may either respond in writing to the evaluation and have those comments attached to it, or schedule a meeting with the evaluator to discuss specific concerns about the evaluation.
6. Any performance deficiencies noted in an employee's evaluation shall include specific recommendations for improvements. An employee whose overall job performance is poor enough to be considered as deficient shall be notified of those performance deficiencies and advised that he may be subject to additional evaluations of job performance. Such evaluations shall be objective and shall contain a growth plan which indicates specific suggestions for improvement.

## ARTICLE 9 - DISCIPLINE PROCEDURE

### A. Discipline

1. No employee shall be disciplined without just cause. Employees may be disciplined for incompetency; inefficiency; dishonesty; being under the influence of alcohol or drugs while on duty; violation of any federal law regarding substance abuse in the workplace, including the Omnibus Transportation Employee Testing Act of 1991, the Drug-Free Workplace Act and the Drug Free Schools and Campus Act, as currently in effect and hereinafter amended; immoral conduct; sexual battery; insubordination; discourteous treatment of the public; neglect of duty; violation of work rules; or any other failure of good behavior, or any other acts of misfeasance, malfeasance, or nonfeasance in connection with their employment.
2. Discipline may include oral or written reprimand, suspension without pay, disciplinary transfer, demotion, or termination. Disciplinary action involving an employee's termination, demotion or suspension without pay shall be imposed by the Board, and all other forms of disciplinary action shall be imposed by the Superintendent or designee. The discipline imposed shall be commensurate with the nature of the offense and the past work record of the employee.

### B. Substance Abuse

Pursuant to ORC §4112.02, any employee whose job performance is affected by substance abuse shall be placed on paid or unpaid sick leave, depending on accrual. Anyone who fails to take corrective action to prevent that disability from continuing to affect job performance shall be subject to appropriate job action, including but not limited to, termination of employment with the Board in accordance with federal and state law, including the Omnibus Transportation Employee Testing Act of 1991 and the regulations promulgated thereunder, as currently in effect and hereinafter amended.

### C. Due Process

1. Before an employee may be disciplined, the following procedure shall be followed:
  - a. The employee shall have the right to a preliminary hearing to be conducted by the Superintendent or designee. This preliminary hearing shall be informal and shall not be considered as an evidentiary hearing. The employee may be accompanied by a Union representative of his choice.
  - b. The employee shall have not less than 48 hours notice of the time and place of the preliminary hearing, and the notice shall state the nature of the charges against him.
  - c. Failure of the employee to attend the hearing at the time and place indicated in the notice or as otherwise subsequently and mutually extended shall be deemed to be a waiver by the employee of his right to such hearing.
  - d. All hearings will be scheduled so as not to conflict with the work day. If deemed necessary by the parties, hearings may be held during the work day at which time employees required to attend will be released without loss of pay or benefits.

2. Prior to the preliminary hearing, the employee and/or his representative shall be provided with the information the Board has concerning the alleged infraction, except for investigatory and hearing preparation records. At the hearing, the employee and/or representative will be presented with the information about the offense giving rise to the consideration of disciplinary action and given the opportunity to respond by way of explanation or defense.
3. Following the hearing, the Superintendent or designee may conduct a further investigation concerning any matters which may have been raised during the hearing or have otherwise come to his attention. The Superintendent or designee shall take such action or make such recommendation as he deems appropriate. The employee shall be notified in writing of any action taken.

**D. Appeal**

An employee who has been recommended to the Board by the Superintendent or designee to be terminated, or suspended without pay or demoted may appeal such disciplinary action through the grievance procedure as provided in Article 13, §B[4] of this Master Contract. Failure to appeal the discipline within the specified time limits will be considered a waiver of rights and will deem the disciplinary action final and binding.

**E. Notices**

Any notices, copies of orders or recommendations required by this Article to be served upon an employee and the Union President or Grievance Chairperson shall be served in person or by certified mail; provided however, in the event the employee is on any type of leave or is absent without leave when service is attempted, then such service shall be sent by certified mail to the employee's last known address as shown on the Board's records. In that event, service is deemed complete upon receipt by the Board of the return receipt card.

**F. Suspension Pending Discipline Proceeding**

If in the judgment of the Superintendent or designee the nature of the charges against an employee is such that the employee's continued service pending resolution of the alleged violations can be construed to cause serious harm to that employee, fellow employees, students and/or the public, or their property, or to pose a threat of disrupting the operations of the District, the employee may be removed following a preliminary hearing as provided above but without delay, and the employee may be suspended without pay by the Superintendent or designee pending final resolution of the disciplinary proceedings. An employee so removed shall not return to duty unless so notified in writing by the Superintendent or designee. An employee who is so notified and restored to duty shall be paid his regular pay for the period of the suspension.

**G. Precedence**

The provisions of this article shall take precedence over and supersede ORC §3319.081(C).

## ARTICLE 10 - WAGES

### A. Base Salary

1. Effective July 1, 2008, the individual Salary Schedule rates then in effect will increase by 3.0%, and the steps of those sections of the Salary Schedule will be adjusted accordingly.
2. Effective July 1, 2009, the base amount of the individual Salary Schedule rates then in effect will be increased by 3.0%, and the steps of those sections of the Salary Schedule will be adjusted accordingly.

### B. Salary Schedule

1. Employees shall be paid in accordance with the salary schedules found in Appendix B.
2. Salary schedule steps shall increase based upon the following schedule:
  - a. July 1 for employees on 12 month contracts; and,
  - b. First reporting day of work for all other employees.
3. A new employee who works less than 120 days prior to July 1 in his initial contract year shall remain at the entry level wage on the salary schedule for his second contract year.

### C. Pay Period

All employees will be paid, on alternate Fridays, in 26 equal payments during years when there are 26 pay periods and in 27 equal payments during years when there are 27 pay periods. When the pay days fall during a holiday or recess period, paychecks shall be issued by mail. Electronic deposit of paychecks shall be provided at the employee's request. Electronic deposit of paychecks is mandatory.

### D. Shift Premium

Employees whose work shift begins after 12:00 p.m. noon shall be paid a shift premium of 25¢ per hour above the regular rate of pay on days when school is in session only, including holidays.

### E. Overtime Pay

1. Computation of overtime pay shall include approved leaves and paid holidays within the 40 hour work week.
2. Overtime pay assignments shall be distributed within each building and classification on a fair and equitable basis.
3. Building Checks
  - a. Building checks will be performed only when determined by the Assistant Superintendent or designee.
  - b. Custodians assigned to that building will perform building checks.

- c. When a building check is assigned, the employee will receive a minimum of two hours at his standard overtime rate.

4. Call-Out Pay

When an employee is requested to report to work, outside his regularly scheduled hours, he shall receive a minimum of two hours at his standard overtime rate. The call-out pay applies to an employee who is called in to work at a time not adjacent to their regular scheduled hours. Employees who meet this criteria shall receive a minimum of two hours at the standard overtime rate.

## **F. Mileage Reimbursement**

1. An employee who is required to use his private vehicle for District business shall be reimbursed at the per mile rate established by the Internal Revenue Service.
2. The computation shall include mileage necessary to return to the employee's normal job site.
3. Upon approval of the Assistant Superintendent, payment shall be made in a separate check once per month.

## **G. Severance Retirement Pay**

1. Upon retirement, the employee will be paid a percentage of his accrued but unused sick leave. Such payment shall be based upon the employee's per diem rate of pay at the time of retirement. "Retirement" shall require approval and a statement by SERS that it will pay retirement benefits as follows, whichever applies:
  - a. At any age upon 30 years of service credit.
  - b. At age 55 upon 25 years or more of service credit.
  - c. At age 60 years or older upon five or more years of service credit.
2. Severance payment shall be considered to eliminate all leave credit accrued by the employee at the time of retirement. Such payment shall be made only once to the employee when notification of retirement is made by SERS to the Treasurer.
3. Effective the 06-07 school year, payment shall be calculated at the rate of 25% of days accumulated up 120 days. In addition, payment for days accumulated after 120 days up to 210 days will be calculated at the rate of 30%. Effective the 07-08 school year, payment shall be calculated at the rate of 25% of days accumulated up to 140 days. In addition, payment for days accumulated after 140 days up to 250 days will be calculated at the rate of 30%.

## H. Payroll Deductions

1. Right to Fair Share Fee
  1. It shall be a continuing condition of employment with the Board that all employees scheduled to work more than two and one-half hours per day and having completed 30 days in active employment status and covered by this Master Contract shall:
    - i. Become and remain members of the Union in good standing to the extent of paying the uniform local, state and national Union membership dues, initiation or reinstatement fees; or,
    - ii. Tender an agency fee to the Union in the amount equal to the monthly membership's dues of local, state and national OAPSE members, but shall not be subject to initiation fees, special assessments or reinstatement fees.
  2. The Board agrees to deduct, in equal installments from the first employee paycheck of the month, dues or where applicable, a service fee, for the American Federation of State, County and Municipal Employees/AFL-CIO, their state affiliate Union, the Ohio Association of Public School Employees and their local affiliate, Local #238. Monies so deducted and a list of affected employees shall be mailed to the Treasurer of the Ohio Association of Public School Employees state organization within 10 days of the deduction.
  3. By July 1 of each year, the Board shall supply to the OAPSE State Treasurer notice of the annual salary for each member of the Union. The OAPSE State Treasurer shall notify the Board of the amount to be deducted for state and national dues and service fees by August 30. If no notification is received by the Board, the amount deducted shall be the same as that of the preceding year.
  4. It shall be the responsibility of the Union to prescribe an internal procedure to determine a rebate for non-Union employees which complies with federal law and the provisions of ORC §4117.09(C).
  5. An employee may withdraw from membership in the state and national Union each year during the period from August 22 through August 31 by providing written notification received within the time limits to the OAPSE State Office. Should an employee withdraw during this period, the Treasurer shall deduct the fair share fee in accordance with §§1[a][ii] and [b] of this section.
  6. Indemnification of Employer

The Union agrees to indemnify and hold the Board harmless with regard to any legal action arising from the implementation of this dues deduction provision.
2. Employees shall be entitled to use payroll deductions for the following purposes:
  - a. Lake County Educational Federal Credit Union;
  - b. Union dues and fees;

- c. United Way of Lake County contributions;
  - d. Insurance program costs;
  - e. Tax sheltered annuities;
  - f. Residency and work location income tax withholdings; or
  - g. Other purposes approved by the Board.
3. The Treasurer shall begin deductions upon the employee's authorization, and shall deliver monies deducted to the authorized parties on a monthly basis. The Treasurer shall withhold child support payments, salary overpayment, garnisheed wages and other deductions in accordance with the provisions of law.
  4. Credit union deductions may be changed in any month. Deductions for tax sheltered annuities may be altered two times per year.

**I. People Language**

1. The Board agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided by written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any given time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name and the amount deducted during the period covered by the remittance.

## **ARTICLE 11 - FRINGE BENEFITS**

### **A. Health Insurance Programs**

1. The Board shall provide its current single and family health insurance coverage of all employees who work four or more hours for hospitalization, major medical, dental and eye care insurance coverage.

Three insurance coverage plans [i.e., level/extent of benefits for medical and prescription]—Plan 1, Plan 2, Plan 3—(Appendix C) will be offered, and each full-time eligible bargaining unit member will select the Plan of his or her choice, determined by the level and extent of insurance coverage benefits desired.

Plan A: The Board will pay any employee who takes Plan A \$125.00 for single coverage and \$250.00 for family coverage once per year.

Plan B (base plan): single/family coverage at no cost to employee;

Plan C: single coverage will cost the employee \$40.00/month and family coverage will cost the employee \$80.00/month.

A Flex 125 premium pass through program shall be utilized (subject to the rules established by the insurance carrier) to enable employees to make any bi-weekly contributions before taxes.

2. Under the PPO plan, dependents will be covered to the age of 19 and covered until age 25 if they are a full-time student. The Board shall not be obligated to provide insurance for a dependent if the teacher desiring such coverage fails to provide the Treasurer with a written application or reasonable information requested by the Treasurer to establish the eligibility of dependents.
3. The Board shall have the right to select whatever carrier it chooses to provide its insurance programs; however, the selected PPO plan will not be changed during the life of this Negotiated Agreement.

### **B. Vision Coverage**

Vision coverage will be provided under a Vision Services Plan (VSP), subject to the rules established by the insurance carrier. The vision insurance plan includes:

1. coverage for one eye exam every twelve months;
2. one pair of lenses every twelve months; and
3. one pair of frames every twenty-four months.

Vision co-pays include:

1. \$10 for examination;
2. \$15 for lenses; and
3. \$15 for frames (allowance subject to wholesale plan allowances with difference in costs being the responsibility of the teacher).

- C. The Board shall provide a group term life insurance policy in the amount of \$30,000 and shall pay the full cost of providing such insurance.
- D. Any employee who is covered by the family medical coverage of a spouse who is not an employee of the District may annually waive, in writing, the insurance coverage in §A of this article and receive at the end of the contract year a cash "waiver bonus" of \$1,250. The waiver must clearly explain the procedure for enrollment if the spouse's coverage is lost during the year. This waiver shall occur at the time of initial employment and must be applied for annually thereafter in order to be continued.

When both spouses are employees of the District, they shall be covered by a family plan under the name of one of the spouses. Upon the other spouse's application, he/she shall receive a \$1,250 cash payment at the end of the contract year.

**E. Insurance Committee**

An insurance committee shall be maintained and convened for the purpose of reviewing all current insurance specifications. The Committee shall oversee on a continuing basis all medical, prescription drug, dental, and vision insurances. The Committee shall consist of equal number of representatives of both the Board and the Union. The Board and Union may each have one consultant to a committee. The Committee shall have the power to make its own internal rules of operation. Any changes recommended by the Committee must be accepted by both the Board and the members of the Union. A representative from the Union who serves on the Committee shall be invited to attend all meetings that are open for attendance of the Lake County Schools Council Health Care Consortium advisory meetings.

**F. Section 125 Plan (“Cafeteria Plan”)**

1. The Board has established a "Cafeteria Plan" that is designed to (a) allow employees who must make employee contributions for health care coverage to elect to do on a pre-tax basis, and (b) allow employees to elect to participate in the dependent care and medical care flexible spending accounts (“FSAs”) described in paragraph 3 below. In accordance with the foregoing, any payments in lieu of insurance coverage provided by this Agreement shall be made through the Cafeteria Plan.
2. The Cafeteria Plan will be designed to meet the requirements of Internal Revenue Code (“IRC”) Section 125 and applicable regulations. Accordingly, each employee will have an opportunity on an annual basis to enroll in the Cafeteria Plan. The election to participate must be submitted in May 2009 to participate, beginning July 1, 2009. Each employee hired after September 15<sup>th</sup> may enroll in the Section 125 Plan within his/her first sixty (60) days of employment and during his/her first year of employment only, the Section 125 Plan year will begin the first of the month following the employee's first sixty (60) days of employment and will end on the following September 30<sup>th</sup>. The Section 125 Plan may not be revoked during the current plan year unless there is a change in the employee's circumstances that, in accordance with IRC Section 125, permits the employee to change his/her election under the plan (e.g., divorce, death of spouse, change in employment status including employment status affecting a spouse or dependent, birth or adoption of a child, a child losing eligibility for coverage, a court order requiring coverage, or other enrollment rights consistent with federal law). If revoked, any account balance will be governed by paragraph 5 below (Forfeiture of Unused Allocations). Details of the

Cafeteria Plan will be provided on an annual basis at the time of enrollment and will also be available through the Board Treasurer's office.

3. Dependent Care FSA

- a. Under the Cafeteria Plan, each employee will be allowed to make a pre-tax "salary reduction" election up to the maximum amount allowable under IRC Section 129 (currently \$5000 per year), and receive a corresponding credit under a dependent care FSA. Under the dependent care FSA, reimbursement may be received for dependent care expenses described in IRC Section 129.
- b. The salary reduction and corresponding credits will be made and issued in eighteen (18) equal installments, beginning with the last pay in October.
- c. No employee may be entitled to reimbursement from the dependent care account in excess of the amount credited to the account.

4. Health Care FSA

1. Under the Cafeteria Plan, each employee will be allowed to make a separate pre-tax "salary reduction" election up to a maximum amount of \$4,000 per year (exclusive of any employee contributions for health coverage), and receive a corresponding credit under a health care FSA. Under the health care FSA, reimbursement may be received for medical expenses (under IRC Section 213) that are not otherwise reimbursable by the health care plans of the Board or of another employer.
2. The salary reduction shall be made in eighteen (18) equal installments beginning with the last pay in October.

5. Forfeiture of Unused Allocations

To comply with the requirement of IRC Section 125, amounts remaining in either the dependent care or health care FSA at the end of each plan year will be forfeited. In the event an employee separates from employment during a plan year with a remaining balance in the FSA account(s), the employee may continue to receive reimbursements from the account(s) through the end of that plan year.

6. The Board shall be the administrator of the Cafeteria Plan, but may delegate administration to the Board Treasurer's office and/or a third party administrator. Any administrative costs associated with a third party administrator will be offset by a service fee of \$2.50 per pay per participating employee.

**G. Employee Physical**

1. The Board shall schedule and provide annual physicals to those employees whose job descriptions require it, at no employee cost, by June 30, at a provider with more than one physician.

2. An employee who elects to receive his annual physical from his personal physician shall be responsible for any cost incurred. The personal physician selected must be approved by the Lake County Educational Service Center.

## ARTICLE 12 - GRIEVANCE PROCEDURE

### A. General Provisions

1. The purpose of this procedure is to secure an equitable solution to grievances at the lowest possible administrative level. Nothing contained in the procedure shall be construed as limiting the right of any employee having a grievance to discuss the matter with any appropriate member of the administration and/or the Union, and having the grievance resolved.
2. A Grievant who believes he is the subject of a misapplication or misinterpretation of this Master Contract shall first seek to resolve the issues during an informal discussion with his immediate supervisor. If the issues cannot be resolved informally, the Grievant may file a written grievance at Step I.  
  
A grievance must be filed within 15 days of the date the Grievant knew, or reasonably should have known, about the cause for the grievance or the grievance shall be considered waived.
3. All meetings shall not conflict with scheduled working hours of the affected employee, unless mutually agreed by the Board and the Union. If a Union representative is designated, scheduling of meetings shall be made with the Union representative. All meetings will be confidential.
4. Any grievance must be filed on the authorized grievance form agreed to between the parties to this Master Contract. Such forms must provide for naming of the specific contract citation allegedly violated, stating the nature of and reasons for filing the grievance and indicating the relief requested. The administration's answer to the grievance shall be explicit and indicate the reason(s) why the administration finds for or against the grievance.
5. Grievance forms shall be provided to an employee by the Union.
6. Any grievance not advanced to the next step by the Grievant and/or the Union within the time limit specified shall be deemed resolved by the administration's last answer.
7. Any grievance not answered by the administration within the time limit specified shall be deemed a denial of the grievance and the Grievant may proceed to the next step.
8. Time limits at any step in this procedure may be extended by written mutual consent of the administration and the Grievant.
9. Steps in this procedure may be omitted by written mutual consent of the administration and the Grievant.
10. The Grievant, Union President, or building grievance representative of which the grievant is a part, and any necessary witnesses shall be released from duty to the extent necessary to attend any arbitration hearing, without loss of pay or benefits.
11. The Union shall be the sole and exclusive representative for all proceedings as outlined in this grievance procedure. Grievance resolutions which impact employees other than the Grievant must be approved by the Union.

## **B. Procedures**

### **1. Step One**

If a grievance is not resolved informally, the Grievant shall present it in writing to the immediate supervisor. Within 10 days of receiving the grievance, the supervisor shall give the Grievant his written response to each of the issues raised.

### **2. Step Two**

If the Step One response does not resolve the grievance, the Grievant may, within five days of its receipt, submit to the Assistant Superintendent or designee a copy of the original grievance, the response and a statement of the remaining issues in dispute. At the request of either party, the Assistant Superintendent or designee will schedule a meeting with the Union to discuss the grievance within five-days of its receipt. The Assistant Superintendent will give the Grievant and Union representative a written response not later than 10 days following the meeting.

### **3. Step Three**

If the Step Two response does not resolve the grievance the Grievant may, within five days of its receipt, submit to the Superintendent or designee a copy of the original grievance, the response, the Step Two appeal and its response and a statement of the remaining issues in dispute. The Superintendent or designee may schedule a meeting with the Union to discuss the grievance. The Superintendent shall give the Grievant and the Union representative a written response not later than 15 days following receipt of the written grievance or the date of the meeting.

### **4. Step Four**

If the Step Three response does not resolve the grievance the Grievant may, within five days of its receipt, submit to the Board a copy of the original grievance, the response, the Step Two and Step Three appeals and their responses, and a statement of the remaining issues in dispute. The Board shall conduct a hearing with the Grievant at the next regularly scheduled Board meeting following receipt of the appeal. Each party to the meeting has the right to present such witnesses as it deems necessary to provide relevant facts directly related to the grievance. The Board shall provide a written decision within 15 days following the meeting.

### **5. Step Five**

If the grievance is not resolved at Step Four, the Union may submit the grievance for consideration and determination before a single arbitrator. Any such filing for arbitration must be done within 30 days of notification of the Step Four decision. The arbitrator will be selected from a panel provided by the American Arbitration Association. The arbitrator shall conduct a hearing in accordance with the rules and regulations of the American Arbitration Association and render a decision following said hearing. The Arbitrator shall designate the party who prevailed in the arbitration. The decision of the arbitrator shall be final and binding on all parties, except that either party may petition the Court of Common Pleas to vacate, modify, or correct any decision of the arbitrator, in accordance with ORC §§2711.10 through 2711.16.

The Arbitrator shall have no power to alter any of the terms of this Master Contract. The fees and expenses of the arbitrator shall be paid by the party which does not prevail in the arbitration.

## **ARTICLE 13 - SEXUAL HARASSMENT**

### **A. Affirmation**

1. The Board and the Union affirm that the mission of the District is never met by condoning forms of sexual harassment and that the working environment shall remain free of sexual harassment and intimidation. Sexual harassment, as defined in Board policy, shall be consistent with the mandates of the State of Ohio and Equal Employment Opportunity Commission. The Board intends to comply with those mandates.
2. As with other forms of discrimination, the Board and the Union are opposed to sexual harassment of one employee by another and of a student by an employee, whether initiated by a female or a male. Sexual harassment by any employee will not be tolerated and can be grounds for termination of employment.

### **B. Responsibility**

The Board and Union agree that the responsibility for conforming with state and federal law regarding sexual harassment resides with the Board. Accordingly, the Union understands that the Board shall disseminate information concerning its procedures for reporting and investigating charges of sexual harassment.

### **C. Discipline**

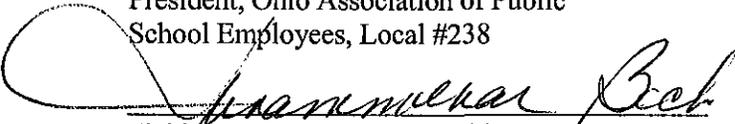
Any discipline administered as a result of such harassment shall be in compliance with law and any applicable provisions of this Master Contract.

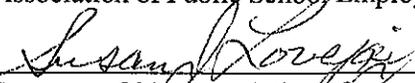
## ARTICLE 14 - FORM AND DURATION

- A. This Master Contract is effective July 1, 2011 through and including June 30, 2012.
- B. This Master Contract is a binding agreement which represents the entire agreement between the parties, and supersedes and replaces any past practices, previous agreements or understandings between the Board and the Union. Any amendment or supplemental agreements thereto shall not be binding upon the Board or the Union unless agreed to and executed in writing by them and filed with SERB.
- C. The Board and the Union shall comply with all the laws and regulations of the State of Ohio, except as modified by this Master Contract under the authority of ORC §4117.10(A). It is the intent of the Board and the Union that this Master Contract comply, in every respect, with applicable legal statutes, governmental regulations and judicial opinions which have the effect of law. Should any article, section or clause of this Master Contract be declared illegal by a court of competent jurisdiction, all other provisions shall continue in full force and effect for the duration of this Master Contract. In the event of such a determination, the Board or the Union may initiate a request to bargain, within 14 days, a lawful alternative provision.
- D. The Board will reproduce this Master Contract. The Union and the Board shall equally share the actual cost for reproduction. Distribution of the Master Contract to all employees will be the responsibility of the Union. Copies of the Master Contract shall be distributed to new employees by the Board.
- E. **DISCLAIMER**

The Board and the Union acknowledge that during negotiations resulting in the Master Contract, each party had the right and the opportunity to make demands and proposals with respect to any matter arrived at by the parties, after the exercise of that right and opportunity. The Board and the Union shall voluntarily waive those rights during the life of this Master Contract and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter irrespective of whether such matter or subject is specifically referred to or covered in the Master Contract, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time the negotiations were being conducted or at the time the party signed this Master Contract.

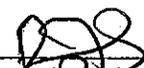
  
\_\_\_\_\_  
President, Ohio Association of Public  
School Employees, Local #238

  
\_\_\_\_\_  
Field Representative of the Ohio  
Association of Public School Employees

  
\_\_\_\_\_  
Secretary, Ohio Association of  
Public School Employees, #238

  
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President, Madison Local Board of  
Education

  
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Treasurer, Madison Local Board of  
Education

  
\_\_\_\_\_  
Superintendent, Madison Local  
School District



Classification Provisions

A. Bus Drivers

1. Bus Routes

- a. Bus routes shall be approved annually by the Board.
- b. All regular, two hour kindergarten, mid-day, East Shore and non-public bus routes, shall be posted and bid upon annually. The routes shall be posted during the month of May for a period of 10 days. The Assistant Superintendent or designee and the Union President or designee shall agree upon a time and place for the mass bid to occur. The mass bid meeting shall be held within five days of the posting deadline and be completed in one day.

After the May bid, route packages shall not be altered through any bidding procedure until the subsequent May bid.

- c. When a vacancy occurs after the bidding in 1(b) above, the vacancy shall be posted for three days. The Assistant Superintendent or designee and the Union President or designee shall agree upon a time and place for the mass bid to occur. The mass bid meeting shall be held within five days of the posting deadline and be completed in one day. The route remaining at the conclusion of the mass bid shall be posted and bid in accordance with Article 7, §A of this Master Contract.
- d. Unless prior arrangements have been made, school bus drivers who do not attend the scheduled mass bid meeting forfeit their seniority rights and will be assigned a route remaining after all school bus drivers who are present have selected.
- e. Length of driving time for each route shall be determined by the Assistant Superintendent or designee. When time discrepancies are reported, the Assistant Superintendent or designee and a Union representative shall ride those routes with the assigned bus driver and make necessary adjustments.
- f. Each bus driver will be allotted 60 minutes of non-driving time each day to perform duties, as follows:
  - i. Pretrip and warm-up the bus.
  - ii. Fuel the bus.
  - iii. Sweep the bus.
  - iv. Routine maintenance.
- g. If, in the opinion of the Assistant Superintendent or designee, a bus driver is not able to satisfy the special considerations of a bus route, that bus driver shall be removed from the route after consultation with the Union. The Board shall designate another contracted bus driver to assume that route for the balance of the school year. The bus route of the designated bus driver shall be assumed by the removed bus driver.

- h. Bus drivers shall be provided with a list of the names and addresses of all students who ride their bus.
  - i. Necessary medical information concerning students who ride their bus will be provided to the bus drivers.
2. Field Trips
- a. Field trips shall be posted in accordance with the provisions of Article 7, §A of this Master Contract.
  - b. Field trip bid awards shall be done on a seniority, rotating basis during the contract year.
  - c. Bus drivers shall receive their current hourly or overtime rate for all field trips. Bus drivers for whom acceptance of the field trip would interfere with his regular bus route are ineligible to bid on that field trip. Drivers shall be compensated from their time of departure to their time of return to the bus garage. All drivers shall remain with the field trip event for the trips' entire duration. On days when school is not in session, drivers shall be granted an additional 45 minutes for pretrip, warm-up, and routine maintenance.
  - d. Drivers may not trade field trips without the prior approval of the Assistant Superintendent or designee. Traded field trips shall not affect the seniority rotation system described in §b of this section.
  - e. A bus driver who reports to the bus garage for a field trip which has been cancelled shall have the option of receiving two hours of pay or being placed at the top of the seniority rotation list, if that bus driver was not notified of the trip cancellation.
  - f. Bus drivers who fail to drive an awarded field trip or to notify the Assistant Superintendent or designee shall be immediately subject to a loss of eligibility to drive all field trips for 60 days, commencing the date of that awarded field trip.
  - g. Summer Field Trips
    - i. Bus drivers awarded a field trip during the summer recess are responsible for performing all necessary duties for that trip or for securing another contracted driver for the trip.
    - ii. Bus drivers unable to drive a summer field trip and to secure a substitute driver shall immediately contact the Assistant Superintendent or designee. The bus driver will be rotated to the bottom of the seniority list as if he had driven the trip.
    - iii. A bus driver who reports to the bus garage for a summer field trip which has been cancelled shall receive two hours of pay if that bus driver was not notified of the trip cancellation.

**B. Bus Assistants**

1. Bus Aides shall not be required to hold a CDL.
2. Bus Aides holding a CDL shall be eligible to bid on field trips for which no bus driver has submitted a bid.

**C. Cafeteria Personnel**

1. When a school kitchen is being used by an outside group, other than Madison Bingo, Inc. (Madison Boosters Club, Inc.), and Madison Athletic Service Club, a cafeteria employee will be present to supervise. The employee shall be paid his standard overtime rate for these hours.
2. Food for programs outside the regular food service program (i.e., school lunch and breakfast, Latchkey) shall be prepared during the employee's regular work day, when possible. Additional time may be granted to complete preparations or for other reasons with prior approval of the Assistant Superintendent or designee.

**D. Custodian**

1. Activities scheduled on days when school is not in session require a custodian to be present. Activities excluded from this requirement are those under the direct supervision of a building administrator or coach such as: team practices, conditioning, weight lifting, and return of a team from an away event.
2. Custodians scheduled for these activities shall be on duty one hour before and one hour after the scheduled activity.

**E. Library Assistants**

Library Aides shall work the day before the students' first day and the day after the students' last day of the school year.

**F. Secretaries**

Secretaries shall not be required to dispense prescription medicine to students or to perform medically-related duties.

**G. Assistants**

Educational Assistants may be assigned to supervise groups of students in classrooms, on the playground or in the cafeteria.

Salary Schedule

|    | JULY 1, 2010                                 | JULY 1, 2011                                 | JULY 1, 2010                       | JULY 1, 2011                       | JULY 1, 2010      | JULY 1, 2011      |
|----|--|--|------------------------------------|------------------------------------|-------------------|-------------------|
|    | EDUCATIONAL<br>SPECIAL<br>NEEDS<br>ASSISTANT | EDUCATIONAL<br>SPECIAL<br>NEEDS<br>ASSISTANT | SECRETARY,<br>LIBRARY<br>ASSISTANT | SECRETARY,<br>LIBRARY<br>ASSISTANT | DATA<br>PROCESSOR | DATA<br>PROCESSOR |
| 0  | 9.25   | 9.25   | 11.38                              | 11.38                              | 13.78             | 13.78             |
| 1  | 10.14  | 10.14  | 12.51                              | 12.51                              | 14.87             | 14.87             |
| 2  | 11.66  | 11.66  | 14.30                              | 14.30                              | 16.59             | 16.59             |
| 3  | 11.85  | 11.85  | 14.60                              | 14.60                              | 16.88             | 16.88             |
| 4  | 12.44  | 12.44  | 15.50                              | 15.50                              | 17.75             | 17.75             |
| 5  | 12.58  | 12.58  | 15.75                              | 15.75                              | 18.00             | 18.00             |
| 6  | 12.69  | 12.69  | 16.15                              | 16.15                              | 18.38             | 18.38             |
| 7  | 13.05  | 13.05  | 16.61                              | 16.61                              | 18.83             | 18.83             |
| 8  | 13.22  | 13.22  | 16.86                              | 16.86                              | 19.06             | 19.06             |
| 9  | 13.34  | 13.34  | 17.21                              | 17.21                              | 19.40             | 19.40             |
| 10 | 13.54  | 13.54  | 17.48                              | 17.48                              | 19.67             | 19.67             |
| 11 | 13.77  | 13.77  | 17.92                              | 17.92                              | 20.08             | 20.08             |
| 12 | 13.94  | 13.94  | 18.25                              | 18.25                              | 20.41             | 20.41             |
| 13 | 14.04  | 14.04  | 18.51                              | 18.51                              | 20.66             | 20.66             |
| 14 | 14.18  | 14.18  | 18.79                              | 18.79                              | 20.94             | 20.94             |
| 15 | 14.18  | 14.18  | 18.98                              | 18.98                              | 21.12             | 21.12             |
| 16 | 14.18  | 14.18  | 19.13                              | 19.13                              | 21.26             | 21.26             |
| 17 | 14.18  | 14.18  | 19.33                              | 19.33                              | 21.45             | 21.45             |
| 18 | 14.18  | 14.18  | 19.33                              | 19.33                              | 21.45             | 21.45             |
| 19 | 14.18  | 14.18  | 19.33                              | 19.33                              | 21.45             | 21.45             |
| 20 | 14.32  | 14.32  | 19.33                              | 19.33                              | 21.45             | 21.45             |
| 21 | 14.32  | 14.32  | 19.33                              | 19.33                              | 21.45             | 21.45             |
| 22 | 14.32  | 14.32  | 19.33                              | 19.33                              | 21.69             | 21.69             |
| 23 | 14.32  | 14.32  | 19.58                              | 19.58                              | 21.69             | 21.69             |
| 24 | 14.32  | 14.32  | 19.58                              | 19.58                              | 21.69             | 21.69             |
| 25 | 14.46  | 14.46  | 19.58                              | 19.58                              | 21.69             | 21.69             |
| 26 | 14.46  | 14.46  | 19.58                              | 19.58                              | 21.69             | 21.69             |
| 27 | 14.46  | 14.46  | 19.58                              | 19.58                              | 21.69             | 21.69             |

Salary Schedule

|    | JULY 1,<br>2010                     | JULY 1,<br>2011                     | JULY 1,<br>2010 | JULY 1,<br>2011 | JULY 1,<br>2010                 | JULY 1,<br>2011                 |
|----|-------------------------------------|-------------------------------------|-----------------|-----------------|---------------------------------|---------------------------------|
|    | BUS, E.D.,<br>& AUTISM<br>ASSISTANT | BUS, E.D.,<br>& AUTISM<br>ASSISTANT | BUS<br>DRIVERS  | BUS<br>DRIVERS  | MAINTENANCE<br>AND<br>MECHANICS | MAINTENANCE<br>AND<br>MECHANICS |
| 0  | 10.20                               | 10.20                               | 16.22           | 16.22           | 15.86                           | 15.86                           |
| 1  | 11.16                               | 11.16                               | 17.17           | 17.17           | 16.44                           | 16.44                           |
| 2  | 12.82                               | 12.82                               | 18.01           | 18.01           | 17.94                           | 17.94                           |
| 3  | 12.98                               | 12.98                               | 18.53           | 18.53           | 18.52                           | 18.52                           |
| 4  | 13.63                               | 13.63                               | 19.09           | 19.09           | 19.01                           | 19.01                           |
| 5  | 13.79                               | 13.79                               | 19.43           | 19.43           | 19.74                           | 19.74                           |
| 6  | 13.92                               | 13.92                               | 19.89           | 19.89           | 19.95                           | 19.95                           |
| 7  | 14.32                               | 14.32                               | 20.27           | 20.27           | 20.06                           | 20.06                           |
| 8  | 14.43                               | 14.43                               | 20.93           | 20.93           | 20.53                           | 20.53                           |
| 9  | 14.61                               | 14.61                               | 21.34           | 21.34           | 20.88                           | 20.88                           |
| 10 | 14.73                               | 14.73                               | 21.70           | 21.70           | 21.30                           | 21.30                           |
| 11 | 15.01                               | 15.01                               | 21.70           | 21.70           | 21.82                           | 21.82                           |
| 12 | 15.19                               | 15.19                               | 21.70           | 21.70           | 22.34                           | 22.34                           |
| 13 | 15.19                               | 15.19                               | 21.70           | 21.70           | 22.86                           | 22.86                           |
| 14 | 15.32                               | 15.32                               | 21.70           | 21.70           | 23.37                           | 23.37                           |
| 15 | 15.47                               | 15.47                               | 22.22           | 22.22           | 23.89                           | 23.89                           |
| 16 | 15.47                               | 15.47                               | 22.22           | 22.22           | 24.12                           | 24.12                           |
| 17 | 15.47                               | 15.47                               | 22.22           | 22.22           | 24.93                           | 24.93                           |
| 18 | 15.47                               | 15.47                               | 22.22           | 22.22           | 25.45                           | 25.45                           |
| 19 | 15.47                               | 15.47                               | 22.22           | 22.22           | 25.91                           | 25.91                           |
| 20 | 15.62                               | 15.62                               | 22.71           | 22.71           | 25.91                           | 25.91                           |
| 21 | 15.62                               | 15.62                               | 22.71           | 22.71           | 25.91                           | 25.91                           |
| 22 | 15.62                               | 15.62                               | 22.71           | 22.71           | 25.91                           | 25.91                           |
| 23 | 15.62                               | 15.62                               | 22.71           | 22.71           | 25.91                           | 25.91                           |
| 24 | 15.62                               | 15.62                               | 22.71           | 22.71           | 25.91                           | 25.91                           |
| 25 | 15.77                               | 15.77                               | 22.71           | 22.71           | 25.91                           | 25.91                           |
| 26 | 15.77                               | 15.77                               | 22.71           | 22.71           | 25.91                           | 25.91                           |
| 27 | 15.77                               | 15.77                               | 22.71           | 22.71           | 25.91                           | 25.91                           |

Salary Schedule

|  | JULY 1, 2010 | JULY 1, 2011 | JULY 1, 2010          | JULY 1, 2011          | JULY 1, 2010                | JULY 1, 2011                |
|--|--------------|--------------|-----------------------|-----------------------|-----------------------------|-----------------------------|
|  | CUSTODIAN    | CUSTODIAN    | CUSTODIAN<br>HEAD MHS | CUSTODIAN<br>HEAD MHS | CUSTODIAN<br>HEAD-<br>OTHER | CUSTODIAN<br>HEAD-<br>OTHER |

|    |       |       |       |       |       |       |
|----|-------|-------|-------|-------|-------|-------|
| 0  | 11.50 | 11.50 | 12.61 | 12.61 | 12.22 | 12.22 |
| 1  | 12.65 | 12.65 | 13.85 | 13.85 | 13.41 | 13.41 |
| 2  | 14.45 | 14.45 | 15.81 | 15.81 | 15.34 | 15.34 |
| 3  | 14.73 | 14.73 | 16.19 | 16.19 | 15.73 | 15.73 |
| 4  | 15.64 | 15.64 | 17.32 | 17.32 | 16.78 | 16.78 |
| 5  | 15.97 | 15.97 | 17.73 | 17.73 | 17.20 | 17.20 |
| 6  | 16.22 | 16.22 | 18.17 | 18.17 | 17.71 | 17.71 |
| 7  | 17.12 | 17.12 | 19.03 | 19.03 | 18.79 | 18.79 |
| 8  | 17.27 | 17.27 | 19.63 | 19.63 | 19.10 | 19.10 |
| 9  | 17.48 | 17.48 | 19.83 | 19.83 | 19.32 | 19.32 |
| 10 | 17.73 | 17.73 | 20.04 | 20.04 | 19.52 | 19.52 |
| 11 | 18.23 | 18.23 | 20.51 | 20.51 | 20.21 | 20.21 |
| 12 | 18.62 | 18.62 | 20.88 | 20.88 | 20.67 | 20.67 |
| 13 | 18.62 | 18.62 | 20.88 | 20.88 | 20.67 | 20.67 |
| 14 | 18.62 | 18.62 | 20.88 | 20.88 | 20.67 | 20.67 |
| 15 | 18.81 | 18.81 | 21.56 | 21.56 | 21.25 | 21.25 |
| 16 | 18.81 | 18.81 | 21.56 | 21.56 | 21.25 | 21.25 |
| 17 | 18.94 | 18.94 | 22.25 | 22.25 | 21.86 | 21.86 |
| 18 | 18.94 | 18.94 | 22.25 | 22.25 | 21.86 | 21.86 |
| 19 | 18.94 | 18.94 | 22.25 | 22.25 | 21.86 | 21.86 |
| 20 | 19.14 | 19.14 | 22.48 | 22.48 | 22.06 | 22.06 |
| 21 | 19.14 | 19.14 | 22.48 | 22.48 | 22.06 | 22.06 |
| 22 | 19.31 | 19.31 | 22.75 | 22.75 | 22.30 | 22.30 |
| 23 | 19.31 | 19.31 | 22.75 | 22.75 | 22.30 | 22.30 |
| 24 | 19.31 | 19.31 | 22.75 | 22.75 | 22.30 | 22.30 |
| 25 | 19.31 | 19.31 | 22.75 | 22.75 | 22.30 | 22.30 |
| 26 | 19.31 | 19.31 | 22.75 | 22.75 | 22.30 | 22.30 |
| 27 | 20.00 | 20.00 | 23.42 | 23.42 | 22.99 | 22.99 |

## Salary Schedule

|           | JULY 1,<br>2010             | JULY 1,<br>2011             | JULY 1,<br>2010             | JULY 1,<br>2011             | JULY 1,<br>2010                    | JULY 1,<br>2011                    |
|-----------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|------------------------------------|------------------------------------|
|           | CAFETERIA<br>MANAGER<br>MHS | CAFETERIA<br>MANAGER<br>MHS | CAFETERIA<br>MANAGER<br>MMS | CAFETERIA<br>MANAGER<br>MMS | CAFETERIA<br>MANAGER<br>ELEMENTARY | CAFETERIA<br>MANAGER<br>ELEMENTARY |
| <b>0</b>  | 11.86                       | 11.86                       | 11.50                       | 11.50                       | 11.15                              | 11.15                              |
| <b>1</b>  | 12.99                       | 12.99                       | 12.58                       | 12.58                       | 12.22                              | 12.22                              |
| <b>2</b>  | 14.89                       | 14.89                       | 14.37                       | 14.37                       | 13.98                              | 13.98                              |
| <b>3</b>  | 15.06                       | 15.06                       | 14.63                       | 14.63                       | 14.16                              | 14.16                              |
| <b>4</b>  | 15.90                       | 15.90                       | 15.41                       | 15.41                       | 14.96                              | 14.96                              |
| <b>5</b>  | 16.20                       | 16.20                       | 15.76                       | 15.76                       | 15.26                              | 15.26                              |
| <b>6</b>  | 16.37                       | 16.37                       | 15.97                       | 15.97                       | 15.52                              | 15.52                              |
| <b>7</b>  | 16.32                       | 16.32                       | 16.43                       | 16.43                       | 15.91                              | 15.91                              |
| <b>8</b>  | 16.81                       | 16.81                       | 16.57                       | 16.57                       | 16.09                              | 16.09                              |
| <b>9</b>  | 16.90                       | 16.90                       | 16.63                       | 16.63                       | 16.18                              | 16.18                              |
| <b>10</b> | 16.98                       | 16.98                       | 16.68                       | 16.68                       | 16.23                              | 16.23                              |
| <b>11</b> | 17.04                       | 17.04                       | 16.89                       | 16.89                       | 16.41                              | 16.41                              |
| <b>12</b> | 17.26                       | 17.26                       | 16.94                       | 16.94                       | 16.46                              | 16.46                              |
| <b>13</b> | 17.30                       | 17.30                       | 16.94                       | 16.94                       | 16.46                              | 16.46                              |
| <b>14</b> | 17.30                       | 17.30                       | 16.94                       | 16.94                       | 16.46                              | 16.46                              |
| <b>15</b> | 17.49                       | 17.49                       | 17.15                       | 17.15                       | 16.63                              | 16.63                              |
| <b>16</b> | 17.49                       | 17.49                       | 17.15                       | 17.15                       | 16.63                              | 16.63                              |
| <b>17</b> | 17.64                       | 17.64                       | 17.26                       | 17.26                       | 16.79                              | 16.79                              |
| <b>18</b> | 17.64                       | 17.64                       | 17.26                       | 17.26                       | 16.79                              | 16.79                              |
| <b>19</b> | 17.64                       | 17.64                       | 17.26                       | 17.26                       | 16.79                              | 16.79                              |
| <b>20</b> | 17.85                       | 17.85                       | 17.47                       | 17.47                       | 16.98                              | 16.98                              |
| <b>21</b> | 18.01                       | 18.01                       | 17.47                       | 17.47                       | 16.98                              | 16.98                              |
| <b>22</b> | 18.01                       | 18.01                       | 17.65                       | 17.65                       | 17.19                              | 17.19                              |
| <b>23</b> | 18.01                       | 18.01                       | 17.65                       | 17.65                       | 17.19                              | 17.19                              |
| <b>24</b> | 18.01                       | 18.01                       | 17.65                       | 17.65                       | 17.19                              | 17.19                              |
| <b>25</b> | 18.01                       | 18.01                       | 17.65                       | 17.65                       | 17.19                              | 17.19                              |
| <b>26</b> | 18.01                       | 18.01                       | 17.65                       | 17.65                       | 17.19                              | 17.19                              |
| <b>27</b> | 18.01                       | 18.01                       | 17.65                       | 17.65                       | 17.19                              | 17.19                              |

Salary Schedule

|  | JULY 1,<br>2010     | JULY 1, 2011        | JULY 1, 2010         | JULY 1, 2011         | JULY 1, 2010                     | JULY 1, 2011                     |
|--|---------------------|---------------------|----------------------|----------------------|----------------------------------|----------------------------------|
|  | CAFETERIA<br>HELPER | CAFETERIA<br>HELPER | CAFETERIA<br>CASHIER | CAFETERIA<br>CASHIER | CAFETERIA<br>MANAGERS'<br>HELPER | CAFETERIA<br>MANAGERS'<br>HELPER |

|           |       |       |       |       |       |                 |
|-----------|-------|-------|-------|-------|-------|-----------------|
| <b>0</b>  | 9.66  | 9.66  | 10.29 | 10.29 | 10.32 | 10.32<br>.00000 |
| <b>1</b>  | 10.59 | 10.59 | 11.25 | 11.25 | 11.39 | 11.39           |
| <b>2</b>  | 12.18 | 12.18 | 12.92 | 12.92 | 13.06 | 13.06           |
| <b>3</b>  | 12.30 | 12.30 | 13.25 | 13.25 | 13.22 | 13.22           |
| <b>4</b>  | 12.85 | 12.85 | 13.91 | 13.91 | 13.87 | 13.87           |
| <b>5</b>  | 13.00 | 13.00 | 14.14 | 14.14 | 14.16 | 14.16           |
| <b>6</b>  | 13.20 | 13.20 | 14.40 | 14.40 | 14.31 | 14.31           |
| <b>7</b>  | 13.54 | 13.54 | 14.86 | 14.86 | 14.64 | 14.64           |
| <b>8</b>  | 13.70 | 13.70 | 14.98 | 14.98 | 14.71 | 14.71           |
| <b>9</b>  | 13.87 | 13.87 | 15.04 | 15.04 | 14.75 | 14.75           |
| <b>10</b> | 14.01 | 14.01 | 15.22 | 15.22 | 14.93 | 14.93           |
| <b>11</b> | 14.01 | 14.01 | 15.44 | 15.44 | 15.15 | 15.15           |
| <b>12</b> | 14.01 | 14.01 | 15.51 | 15.51 | 15.22 | 15.22           |
| <b>13</b> | 14.01 | 14.01 | 15.51 | 15.51 | 15.22 | 15.22           |
| <b>14</b> | 14.01 | 14.01 | 15.51 | 15.51 | 15.22 | 15.22           |
| <b>15</b> | 14.15 | 14.15 | 15.79 | 15.79 | 15.42 | 15.42           |
| <b>16</b> | 14.15 | 14.15 | 15.79 | 15.79 | 15.42 | 15.42           |
| <b>17</b> | 14.15 | 14.15 | 16.02 | 16.02 | 15.54 | 15.54           |
| <b>18</b> | 14.15 | 14.15 | 16.02 | 16.02 | 15.54 | 15.54           |
| <b>19</b> | 14.15 | 14.15 | 16.02 | 16.02 | 15.54 | 15.54           |
| <b>20</b> | 14.28 | 14.28 | 16.18 | 16.18 | 15.70 | 15.70           |
| <b>21</b> | 14.28 | 14.28 | 16.18 | 16.18 | 15.70 | 15.70           |
| <b>22</b> | 14.28 | 14.28 | 16.32 | 16.32 | 15.85 | 15.85           |
| <b>23</b> | 14.28 | 14.28 | 16.32 | 16.32 | 15.85 | 15.85           |
| <b>24</b> | 14.28 | 14.28 | 16.32 | 16.32 | 15.85 | 15.85           |
| <b>25</b> | 14.42 | 14.42 | 16.32 | 16.32 | 15.85 | 15.85           |
| <b>26</b> | 14.42 | 14.42 | 16.32 | 16.32 | 15.85 | 15.85           |
| <b>27</b> | 14.42 | 14.42 | 16.32 | 16.32 | 15.85 | 15.85           |

| Lake County Schools Council<br>Adopted Model for Standard Plan Designs<br>PPO (Preferred Provider Organization)                                  |   |                          |                                 |
|--|---|--------------------------|---------------------------------|
| Base Plan  | Plan 1  | Plan 2                   | Plan 3                          |
| Network Benefit Period Deductible Single/Family  | \$500/\$1000  | \$250/\$500              | \$100/\$200                     |
| Non-Network Benefit Period Deductible Single/Family  | \$1000/\$2000   | \$500/\$1000             | \$200/\$400                     |
| Network Coinsurance Out-of-Pocket Maximum (Excluding Deductible) Single/Family   | \$2000/\$4000   | \$1000/\$2000            | \$500/\$1000                    |
| Non-Network Coinsurance Out-of-Pocket Maximum (Excluding Deductible) Single/Family   | \$4000/\$8000   | \$2000/\$4000            | \$1000/\$2000                   |
| Office Visit (OV) Copay Network/Non-Network  | Deductible & Coinsurance                                  | Deductible & Coinsurance | \$15 / Deductible & Coinsurance |
| Urgent Care (UC) Copay Network/Non-Network   | Deductible & Coinsurance                                  | Deductible & Coinsurance | Deductible & Coinsurance        |
| Emergency Room (ER) Copay  | \$75  | \$50                     | \$50                            |
| Coinsurance Network/Non-Network  | 80% / 60%   | 90% / 70%                | 90% / 70%                       |
| Lifetime Maximum   | Unlimited   | Unlimited                | Unlimited                       |
| Benefits   | Network   | Non-Network              |                                 |
| Benefit Period   | January 1 <sup>st</sup> through December 31 <sup>st</sup> |                          |                                 |
| Dependent Age Limit  | 19 Dependent / 25 Student                                 |                          |                                 |
| Physician/Office Services  |   |                          |                                 |
| Office Visit (Illness/Injury)  | Deductible & coinsurance (Plan 3: \$15 copay, 100%)       | Deductible & coinsurance |                                 |
| Urgent Care Facility Services  | Deductible & coinsurance                                  | Deductible & coinsurance |                                 |
| Immunizations (tetanus toxoid, rabies, meningococcal polysaccharide, HPV, influenza, VSV, Hepatitis B, MMR and pneumococcal polysaccharide)      | Deductible & coinsurance                                  | Deductible & coinsurance |                                 |
| Preventative Services (one per year, unless otherwise specified)   |   |                          |                                 |
| Office Visit/Routine Physical Exam   | 100%  | 50%                      |                                 |
| Well Child Care Services/Lab Tests and Immunizations<br>Annual Maximum: from age 0-1: \$1000; age 1-9: \$300                                     | 100%  | 50%                      |                                 |
| Routine Mammogram & Pap Test   | 100%  | 50%                      |                                 |
| Well Woman Office Visit  | 100%  | 50%                      |                                 |
| PSA Exam   | 100%  | 50%                      |                                 |
| Routine Endoscopies  | 100%  | 50%                      |                                 |
| Routine Lab, X-Rays & medical tests  | 100%  | 50%                      |                                 |
| Outpatient Services  |   |                          |                                 |
| Surgical Services  | Deductible & coinsurance                                  | Deductible & coinsurance |                                 |
| Diagnostic Services  | Deductible & coinsurance                                  | Deductible & coinsurance |                                 |
| Physical/Chiropractic/Occupational Therapies<br>• Combined Physical & Occupational limit: 40 visits/year<br>• Chiropractic limit: 12 visits/year | Deductible & coinsurance                                  | Deductible & coinsurance |                                 |
| Speech Therapy: 20 visits/year maximum   | Deductible & coinsurance                                  | Deductible & coinsurance |                                 |
| Cardiac Rehabilitation   | Deductible & coinsurance                                  | Deductible & coinsurance |                                 |
| Supplemental Accident Care   | N/A   |                          |                                 |
| Emergency use of an Emergency Room   | ER copay, then 100%                                       |                          |                                 |
| Non-Emergency use of an Emergency Room   | ER copay, then coinsurance                                | Deductible & Coinsurance |                                 |

| Benefits   | Network                  | Non-Network              |               |
|--|--------------------------|--------------------------|---------------|
| <b>Inpatient Facility</b>  |                          |                          |               |
| Semi-Private Room and Board  | Deductible & coinsurance | Deductible & coinsurance |               |
| Maternity  | Deductible & coinsurance | Deductible & coinsurance |               |
| Skilled Nursing Facility   | Deductible & coinsurance | Deductible & coinsurance |               |
| Private Duty Nursing   | Deductible & coinsurance | Deductible & coinsurance |               |
| <b>Additional Services</b>   |                          |                          |               |
| Ambulance  | Deductible & coinsurance | Deductible & coinsurance |               |
| Durable Medical Equipment  | Deductible & coinsurance | Deductible & coinsurance |               |
| <b>Mental Health and Substance Abuse</b>                                       |                          |                          |               |
| Inpatient Mental Health and Substance Abuse Services<br>Limit: 30 days/year    | Deductible & coinsurance | Deductible & coinsurance |               |
| Outpatient Mental Health and Substance Abuse Services<br>Limit: 30 visits/year | Deductible & coinsurance | Deductible & coinsurance |               |
| <b>Prescription Drug Benefits</b>  | <b>Plan 1</b>            | <b>Plan 2</b>            | <b>Plan 3</b> |
| <b>Retail Supply: 30 day supply</b>  |                          |                          |               |
| Generic Script   | \$10 copay               | \$10 copay               | \$5 copay     |
| Preferred Brand  | \$30 copay               | \$25 copay               | \$20 copay    |
| Non-Preferred Brand  | \$50 copay               | \$40 copay               | \$30 copay    |
| <b>Mail Order: 90 day supply</b>   |                          |                          |               |
| Generic Script   | \$20 copay               | \$20 copay               | \$10 copay    |
| Preferred Brand  | \$60 copay               | \$50 copay               | \$40 copay    |
| Non-Preferred Brand  | \$100 copay              | \$80 copay               | \$60 copay    |

Rev. 5/7/08

This document is only a partial listing of benefits. This is not a contract of insurance. The contract or certificate will contain the complete listing of covered services.

The parties to this Agreement acknowledge the “Position Listing” exists for informational purposes only. It is subject to change at any time and is not enforceable under Article 12, the Grievance Procedure. The “Position Listing” shall have no effect on any provisions contained in this Master Contract, including, but not limited to, Article 1, §A, “Recognition,” Article 7, “Vacancies and Transfers,” and Article 3, §C, “Reduction in Force.”

### **Position Listing**

- A. Bus Assistants
- B. Bus Drivers
- C. Bus Mechanic Personnel
- D. Cafeteria Personnel
  - 1. Cafeteria Manager
  - 2. Cafeteria Manager’s Helper
  - 3. Cafeteria Cashier
  - 4. Cafeteria Helper
- E. Custodian Personnel
  - 1. Head Custodian
  - 2. Head Night Custodian
  - 3. Custodian
- F. Data Processor
- G. Educational Assistants
  - 1. Cafeteria
  - 2. Classroom
  - 3. Playground
- H. Library Assistants
- I. Maintenance Personnel
- J. Secretarial Personnel
- K. Special Education Assistants
  - 1. E. D. Assistants

2. Autism Assistants
3. Special Needs Assistants