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STATE EMPLOYMENT
RELATIONS BOARD

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STATE PERSONNEL
BOARD OF REVIEW
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NEGOTIATED AGREEMENT

OAPSE

Local # 163



Quality Learning in a Caring Climate

09-MED-03-0233

108

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1 **ARTICLE 2 - RECOGNITION**

- 2 A. The Board of Education of the Willoughby-Eastlake City Schools hereby
 3 recognizes the Ohio Association of Public School Employees/ AFSCME/
 4 AFL-CIO, on behalf of Local 163, as the sole and exclusive bargaining
 5 representative for all employees now employed or to be employed in the
 6 following described unit for the term of this contract.
- 7 B. The bargaining unit includes all full time and regular contract employees in
 8 the following positions or classifications who are regularly assigned to a
 9 work schedule.

Title	Class	Title	Class
General Cleaning	I	Utility Bus Mechanic	V
Assistant Custodian	II	Assistant Maintenance	V
Assistant Day Senior High Custodian	III	Bus Mechanic	VI
Custodian, Unsupervised	III	Journeyman Carpenter, Electrician, Plumber, HVAC, Painter, Mason	VI
Grounds Maintenance	IV B	Carpenter, Electrician, Plumber, HVAC, Painter, Mason	VII
Truck Drivers	IV A	Bus Mechanic	VII

10 The following personnel employed by the Board shall be excluded under
 11 the terms and conditions of the Agreement.

- 12 Head Building Custodians
- 13 Night Shift Building Supervisors
- 14 Head Bus Mechanic
- 15 Part-time temporary employees who work not more than
- 16 10 hours per week for twelve weeks, and summer-only
- 17 employees.

18 Bargaining unit work is to be done by bargaining unit members, meaning
 19 that non-unit employees of the Board will not be assigned to perform work
 20 normally assigned to this unit, except on an emergency, ad hoc, and/or irregular
 21 (non-repetitive) basis. The administration shall determine the definition of
 22 emergency, ad hoc, and irregular. For the protection of both the district and
 23 courier, secure materials, such as testing materials, may be exempt from the
 24 definition of bargaining unit work. Delivery of information or papers which may
 25 be carried on one's person, material of a personal or confidential nature, secure
 26 materials, or materials a person may need to take to a meeting with another, may
 27 be carried without violation of this section. Movement of bulk products,
 28 equipment, or furniture is not exempt from this section.

1 This shall not be interpreted as a prohibition of contracting out as provided
2 in other Articles, nor as mandating overtime or the hiring of additional
3 employees.

4 C. The aforementioned unit shall be recognized for the term of this
5 Agreement, further the Board agrees to negotiate only with OAPSE through the
6 negotiating agent or agents officially designated by OAPSE Unit 163 in respect to
7 wages, hours, terms and other conditions of employment. However, should any
8 provision of this contract be found to be in violation of the law by a court of
9 competent jurisdiction, the parties shall meet to renegotiate the affected
10 section(s). All other provisions shall remain in full force and effect as set forth in
11 this contract.

12 In the event a competing employee organization attempts to secure
13 bargaining agent rights to this unit, said organization must file the appropriate
14 petitions with the State Employment Relations Board in accordance with O.R.C.
15 4117.

1 **ARTICLE 3 - PRINCIPLES**

2 Bargaining unit members have the right to join in, participate in and assist the
3 Association and the right to refrain from such, but membership shall not be a
4 prerequisite for employment or continuation of employment of any employee.

5 The Employer recognizes the right of all employees and all applicants for
6 employment to be free to join in and participate in lawful concerted union
7 activities. Therefore, the Employer agrees that there shall be no discrimination,
8 interference, reprisal or coercion by the Employer against any employee or any
9 applicant for employment because of union membership or because of any lawful
10 activity in an official capacity on behalf of the Union.

1 **ARTICLE 4 - NEGOTIATION PROCEDURES**

2 I. Bargaining Procedures

3 A. Scope

4 The scope of bargaining by and between the Employer and the Union
5 shall be limited to wages, hours, terms and other working conditions
6 of employment.

7 B. Negotiating Teams

8 1. The Board or the designated representative of the Board will meet
9 with the representatives designated by the Association for the purpose
10 of discussing and reaching Agreements. All negotiations shall be
11 conducted exclusively between said teams. The Board's negotiating
12 team and the Association's negotiating team shall be limited to a total
13 of seven (7) members each. The Association team shall be comprised
14 of six (6) employees and not more than one (1) member of the OAPSE
15 staff. All employee team members shall be from the unit. Neither
16 party shall have control over the selection of the other party's team
17 members. While no final agreement shall be executed without
18 ratification by the Association and adoption of the Board, the
19 negotiating teams will have the authority to make proposals, consider
20 proposals and determine items acceptable to both parties involved in
21 negotiations. Any member of the negotiating team may attend a
22 negotiation session if the Assistant Superintendent or his designee
23 approves such attendance and as long as the member returns to work
24 and/or makes up the time spent in negotiations.

25 2. Up to three (3) consultants may be used by each of the parties in
26 any of the negotiating meetings, persons outside the employ of
27 Willoughby-Eastlake Schools, in an advisory capacity. Consultants
28 will not be permitted to enter into discussions unless both parties
29 agree to permit them to address the team. The expense of such
30 consultants shall be borne by the party requesting or hiring them.

31 C. Request for Meetings

32 1. Not earlier than March 7 or later than March 21 in the calendar
33 year of contract expiration, either party may notify the other of a
34 desire to commence bargaining. Such notice shall be in writing and
35 directed to the Superintendent if from the Association and to the
36 President of the Association if from the District. Upon receipt of the
37 written request for a meeting, the other party will have five (5) days to
38 reply to such request. A meeting date will be agreed to within fifteen
39 (15) days of such request.

1 2. All issues for negotiations shall be submitted in writing by both
2 parties at the initial bargaining session. No additional issues shall be
3 submitted by either party following the designated meeting unless
4 agreed to by both parties.

5 3. Original proposals of both parties shall be in writing in language
6 suitable for inclusion in the agreement.

7 4. Either party may require, at each meeting, a decision as to the time,
8 date, length and place of the subsequent meeting(s). No reprisals shall
9 be taken by or against any participants in the negotiation procedures
10 by reason of such participation.

11 D. Caucus

12 Upon request of either party, the negotiations meetings shall be
13 recessed to permit the requesting party a reasonable period of time
14 (e.g., 30 minutes) within which to caucus in privacy.

15 E. Time Limits

16 Time limits established under this Article may be altered by mutual
17 agreement of the parties.

18 F. Progress Reports

19 During negotiations, interim reports will be made to the Association
20 by its representatives and to the Board by its representatives.

21 Each party will be responsible for requesting that the information
22 from such reports be regarded as only proposals and shall be
23 confidential information within the organization concerned.
24 News releases during negotiations shall be issued during negotiations
25 only upon the mutual agreement of the parties, with such mutual
26 agreement including the timing of the release and the content of the
27 release.
28

29 G. Information

30 The parties agree to furnish each other upon written request, such
31 regularly and routinely prepared information as will assist the parties
32 in the development and evaluation of proposals. This obligation shall
33 exist both prior to and during the period of negotiations. The parties
34 further agree that such information shall be furnished within a
35 reasonable period of time, and that neither party is obligated to
36 develop data or information not in existence or to rework, redraft,

1 summarize, compute or otherwise develop data or information in
2 anything other than its existing form.

3 II. Agreement

4 A. Item Agreement

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

10 B. Agreement

11 When a total agreement is reached through negotiations, the total
12 outcome shall be reduced to writing. Both parties shall review the
13 agreement together to determine the accuracy of the transcript. If the
14 Agreement is then in proper form, it shall be submitted to the
15 Association and the Board for ratification and adoption. When
16 adopted by the Board, the Agreement shall become part of the official
17 minutes of the Board and binding upon both parties. Said Agreement
18 shall be signed by the Board's representative and by the Association's
19 representative.

20 C. Intent to Recommend

21 Where all items have been discussed to their fullest extent and the
22 parties have reached tentative agreement, both negotiating teams
23 shall pledge to recommend adoption of the tentative agreement.

24 III. Aids to Negotiations

25 A. In the event an agreement is not reached after consideration and
26 discussion of all proposals and counter proposals, either of the parties
27 shall have the option of declaring impasse.

28
29 B. Impasse occurs when the parties have stopped talking to each other at
30 the negotiating table or after many bargaining sessions have been held
31 and the position of the parties has solidified and the parties have
32 become intransigent pertaining to unresolved negotiation issues.

33
34 C. If impasse is declared by either party, it is with the understanding that
35 impasse proceedings are declared on all the issues where agreement
36 has not been reached by either party.

- 1 D. The parties shall jointly prepare a request for a mediator and direct
2 such request to the Federal Mediation and Conciliation Service. The
3 assigned mediator shall have the authority to call meetings for the
4 purpose of promoting agreement between the parties.

- 5 E. Should the impasse procedure not result in agreement, the parties
6 shall be free to exercise their rights under O.R.C. 4117.

1 **ARTICLE 5 - PAYROLL DEDUCTIONS**

2 **Association Dues/Service Fee**

3 All employees covered by this agreement, who fail voluntarily to acquire or
4 maintain membership in the Union, shall be required as a condition of
5 employment on or after the probationary period provided in this agreement or
6 sixty (60) days following the beginning of employment, whichever is less, or the
7 effective date of this Agreement, whichever is later, to pay to the Union a fair
8 share fee, which shall not exceed the dues paid by the members of the Union who
9 are in the bargaining unit covered by this Agreement; provided that any employee
10 who has been declared exempt for religious convictions by the SERB shall not be
11 required to pay said fair share fee. However, such employee shall pay, in lieu of
12 such fair share fee, on the same time schedule as union dues are payable, an
13 amount of money equal to such fair share fee to a non-religious charitable fund
14 exempt from taxation under sections 501 (c) (3) of the Internal Revenue Code,
15 mutually agreed upon by such employee and the OAPSE Treasurer. Such
16 employee shall furnish to the Union State Treasurer written receipts evidencing
17 payment to such agreed upon non-religious charitable fund. Failure to make
18 such payment or furnish such receipts as proof of payment shall subject such
19 employee to the same sanctions as would non-payment of union dues under this
20 Agreement.

21 A. The Board shall submit to the OAPSE local treasurer annually, by May
22 1, a list of names of prior calendar year bargaining unit members and
23 the annual earnings of each multiplied by .02 and divided by 24.
24 Unless the OAPSE local treasurer notifies the Board to the contrary by
25 August 1 of each year, the amount resulting from the calculation on
26 the employee listing shall be the amount deducted for dues or fees.
27 There shall be twenty-four (24) biweekly deductions, commencing the
28 first pay in September and continuing through the following August.

29 Any notifications from the OAPSE treasurer to make modifications
30 whether additions, deletions or corrections in amounts - shall be in
31 writing and must state a specific dollar amount for each employee
32 added or corrected. It shall be the responsibility of the OAPSE local
33 treasurer to notify the Board in writing of any Local members added
34 throughout the September through August deduction period. If a
35 bargaining unit member terminates employment or moves to a
36 non-bargaining unit position prior to deduction in full of dues, it shall
37 be the responsibility of the OAPSE treasurer to collect any dues owed
38 but not yet deducted.

39 The Board will provide a listing of employee deductions for each pay
40 and a check will be issued to the OAPSE treasurer for the deductions.
41 The Board will not be responsible for providing any employee wage or
42 dues information to the OAPSE headquarters.

1 B. It shall be the responsibility of the Union to prescribe an internal
2 rebate procedure to determine what rebate, if any, shall be made to
3 service fee payers, which conforms to the provisions of Section
4 4117.09 (C) of the Ohio Revised Code.

5 It is specifically understood that the Union agrees to indemnify and
6 save the Employer harmless against any judgments, costs expenses or
7 other liability the Employer might incur as a result of the
8 implementation and enforcement of this provision, provided that

- 9 1. The action brought against the Employer must be a direct
10 consequence of the Employer's good faith compliance with this
11 fair share provision.
- 12 2. The Employer notifies the Union in writing and within fifteen
13 (15) days of any claim made or action filed against the Employer.
- 14 3. The Board agrees to permit the Union or its affiliated
15 organization to intervene as a party if it so desires and/or not to
16 oppose the OAPSE or organizations with which it is affiliated;
17 application to file briefs amicus curiae in the action.

18 With proper written authorization, the Employer agrees to
19 deduct for:

- 20 1. WES Credit Union
21 2. Premium for approved sheltered annuities
22 3. United Appeal - \$10.00 minimum
23 4. PEOPLE (Public Employees Organized to Promote
24 Legislative Equality)
25 5. Direct deposit to employee approved financial institution

26 **C. Payment Installments**

27 1. Pay days will be on the 6th and 21st of each month, for a total of twenty-
28 four (24) pays in each contract year. If the 6th or 21st falls on a weekend or
29 holiday, pay will be issued on the previous working day. If the 6th or the 21st falls
30 on a Monday holiday, pay will be issued on the next day.

1 **ARTICLE 6 - GRIEVANCE PROCEDURE**

2 **Section 1** A grievance is defined as an alleged violation of a specific written
3 provision of this Agreement. If any such grievance arises, there shall be no
4 stoppage or suspension of work, or concerted activity because of such grievance,
5 but such grievance shall be submitted to the following grievance procedure.
6 Beginning with Step 1, the grievant may be accompanied by an Association
7 representative. No reprisal of any kind shall be taken by or against any
8 participant in the grievance procedure by reason of such participation.

9 **Step 1** - Within fifteen (15) working days of the time an employee
10 knew or should have known of the occurrence of the act or condition on which
11 the grievance is based, the employee will communicate with the person(s) who
12 can resolve the grievance. Within fifteen (15) working days after the discussion
13 of the grievance, that person(s) shall give his answer in writing to the employee.
14 All suspensions and terminations may be appealed directly to Step 3.

15 **Step 2** - If the grievance is not resolved at Step 1, the employee may
16 within ten (10) working days of the supervisor's answer, submit to the Business
17 Manager or his designated representative the completed authorized grievance
18 form in accordance with Section 2a. The Business Manager shall respond in
19 writing no later than ten (10) working days after receipt of the written grievance.

20 **Step 3** - If a satisfactory disposition of the grievance is not made as a
21 result of the procedure provided for in Step 2, the employee shall have the right
22 to appeal the decision to the Superintendent or his designated representative
23 within ten (10) working days of receipt of the Business Manager's reply. The
24 Superintendent or his designated representative shall give the employee an
25 answer in writing not later than ten (10) working days after receipt of written
26 grievance.

27 **Step 4** - If the grievance is not resolved at Step 3, the grievant shall
28 have the right to appeal to an impartial Arbitrator. The grievant may within
29 fifteen (15) days following the conclusion of the previous step submit the
30 grievance to an impartial arbitrator by filing a notice with the statement of the
31 grievance attached thereto with the American Arbitration Association (AAA) and
32 simultaneously a copy submitted to the Treasurer of Board. The rules of the AAA
33 shall govern the proceedings. The arbitrator shall be selected by the meet and
34 strike method within ten (10) days of receipt of the list from the AAA. Either
35 party may reject the first and request a second list from the AAA from which an
36 arbitrator will be selected by the meet and strike method within ten (10) days of
37 receipt by the parties of the list.

38 **Section 2**

39 a. Any grievance must be filed on the authorized form (see
40 appendix to this Agreement).

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Such grievance must provide for naming of the alleged violation and shall state the contention of the employee or the Association, and shall indicate the relief requested.

- b. Any grievance not advanced to the next step by the grievant within the time limit in that step, shall be deemed resolved by the Administration's last answer.
- c. Any grievance not answered by the Administration within the time limits in that step, shall advance to the next step in the process.
- d. Time limits may be extended by the Administration and the Association in writing; then the new date shall prevail.
- e. The agreed-to grievance form shall be made available to any employee requesting such, either through his supervisor or Association representative.
- f. All days referred to herein shall be considered normal work days (i.e., Monday through Friday), weekends and holidays shall not be counted.
- g. Grievant shall be defined as an employee(s) or the Union, provided that at least one employee shall be identified as aggrieved party.

Section 3

- a. It shall be the function of the arbitrator, and he shall be empowered except as his powers are limited below, after due investigation, to make a decision in case of alleged violations outlined in Article 7.
- b. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- c. He shall have no power to establish salary schedules or change salary schedules.
- d. He shall have no power to decide any question which, under this Agreement, is solely within the responsibility of management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management except as they may be conditioned by this Agreement.

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- e. In the event that a case is appealed to an arbitrator on which he determines he has no power to rule, it shall be referred back to the Association, with a notification to the Administration without decision or recommendation on its merits.

- f. There shall be no appeal from an arbitrator's decision if within the scope of his authority as set forth above. It shall be final and binding on the employee or employees involved in the grievance, and the Administration and the Board.

- g. The fees and expenses of the arbitrator shall be shared equally by the Board and the Union. Any other expenses resulting from the grievance arbitration shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses, except where it is agreed to that such hearing is during a witness' regular hours of employment.

1 **ARTICLE 7 - RIGHTS OF THE LOCAL**

- 2 A. The Association (or any committee thereof), may be authorized to use
3 school courier service.
- 4 B. The Association or any committee thereof, may use school facilities
5 and equipment, with the written permission of the Business Manager
6 or Superintendent, when such facilities and/or equipment shall be
7 used for the Association business only. Supplies necessary for the use
8 of the equipment shall be furnished and paid for by the Association.
9 When the custodian is on duty, the building may be utilized without
10 cost to the Association. At all other times, the Association may use
11 the building according to the regulations established by the Board of
12 Education.
- 13 C. A bulletin board shall be designated for the general use of the
14 Association. The bulletin board shall be located in an area readily
15 accessible to and normally frequented by employees.
- 16 D. The Board agrees to furnish available information to the Association
17 and within a reasonable time subsequent to the receipt of and in
18 response to a reasonable written request. The Associations request
19 shall indicate the need for the information, with such need having to
20 relate to the development of intelligent, accurate, informed and
21 constructive programs on the part of the Association with benefit to
22 the district. Such information includes that concerning the financial
23 resources of the district, agendas, and minutes of Board meetings,
24 census and membership data, etc. The Board shall not be required to
25 develop data or information not in existence or to rework, redraft,
26 summarize, compute, or otherwise develop data or information in
27 other than its existing form. Access to available information in such
28 form as it may exist constitutes compliance with this provision.
- 29 E. The Board shall make available to the Association a complete copy
30 and timely revisions of all policies as adopted by the Board.
- 31 F. After the Agreement is approved by the Employer and the Union, the
32 Employer shall reproduce the Agreement for all members of the
33 bargaining unit and provide 50 additional copies to the Union at no
34 cost to the Union.
- 35 G. The Local shall have one representative on the district calendar
36 committee.

1 **ARTICLE 8 - WORKER'S COMPENSATION**

2 A. All employees covered under this Agreement are protected under the
3 Ohio Worker's Compensation Act in cases of injury or death incurred
4 in the course of or arising out of their employment.

5 B. An injury incurred while performing assigned responsibilities shall be
6 reported to the injured employee's supervisor or other designated
7 representative and an application shall be filed with the Bureau of
8 Worker's Compensation. The Administration shall assist any
9 employee in filing a worker's compensation claim. An injured
10 employee shall have the option of applying for worker's compensation
11 or using accrued sick leave. The injured employee shall indicate to the
12 Business Manager prior to the end of the pay period immediately
13 subsequent to the injury, in writing, which option the employee has
14 chosen, except where extenuating circumstances make this
15 impossible. Once the employee has indicated which option he/she
16 intends to select, the employee may not alter that decision.

17 C. An employee electing to use Worker's Compensation benefits in lieu
18 of accumulated sick leave shall have hospitalization/Major Medical
19 Insurance provided by the Employer, at no cost to the employee, for a
20 period not to exceed one (1) calendar year. Hospitalization beyond
21 one year may be continued if the employee pays the fully insured
22 equivalent amount' (F.I.E.) directly to the Treasurer. These
23 arrangements are the responsibility of the employee and shall be paid
24 on the date given by the Treasurer.

25 D. In the event that an employee chooses to apply for Workers'
26 Compensation wage benefits in lieu of using accumulated sick leave
27 days on a fully certified work related injury or illness, the employee is
28 entitled to apply for and receive a bi-weekly advance from the Board
29 to compensate for loss of income due to the time lag of issuance of
30 Workers' Compensation wage benefits. Each bi-weekly advance shall
31 be requested in writing on a form specified by the Board until such
32 time as the employee begins receiving Workers' Compensation wage
33 benefits.

34 The advance will be issued on the same day as payroll checks in an
35 amount specified by the employee, but no more than 65 per cent of ten
36 (10) days' pay, or the maximum allowed by Workers' Compensation,
37 whichever is less. The advance will be a no-interest loan to which the
38 employee will agree in writing to repay in full. The advance shall be
39 fully repaid within one month after all wage benefits owed by the
40 Bureau of Workers' Compensation have been paid. If an employee
41 terminates employment or receives disability retirement through

1 School Employees Retirement System, repayment must be made by
2 the effective date of termination or retirement. If the employee
3 defaults on repayment, the amount owed will be deducted from
4 current earnings if on active pay status with the Board, or, if no longer
5 employed by the Board, legal action will be taken. If the Bureau of
6 Workers' Compensation denies wage benefits to the employee, the
7 same repayment or default conditions would apply.

8 E. If the employee chooses to apply for Workers' Compensation, there
9 shall be no loss or interruption of sick leave and seniority. For
10 purposes of vacation accumulation, a person who has completed the
11 minimum number of days to qualify for an additional step on the
12 salary schedule shall also be considered to qualify for appropriate
13 accrued vacation for that year; a person who has not met this
14 minimum number of days shall have vacation prorated according to
15 the number of days worked.

16 F. Any employee summoned by the Workers' Compensation Board to
17 attend a workers' compensation hearing for a claim uncontested by
18 the district shall do so without loss of pay or benefits.

19 If a claim contested by the district is found at a later date to be in
20 favor of the employee, the district will reimburse the employee any
21 time lost for attending the Workers' Compensation Board hearing. In
22 any event, compensation will occur only when the employee has been
23 summoned by the Workers' Compensation Board to attend the
24 hearing, rather than attendance at the hearing by his/her own
25 volition.

26 G. The Association and Board oppose the illegal use of drugs by any
27 employee and oppose the use of illegal drugs or alcohol which
28 presents a significant risk to safe and effective performance of job
29 responsibilities. The parties agree that it is in the best interest of the
30 Board, Association, and all students that the District be a drug and
31 alcohol-free work place. The Association and Board wholeheartedly
32 support reasonable efforts by the other to obtain and maintain this
33 result.

34 1. The Association further recognizes the right and duty of the Board
35 to make, publish, and enforce rules and policies to assure this
36 result.

37 2. The term "drug" includes cannabis, as well as other controlled
38 substances including alcohol as defined in the Ohio Revised Code.
39 The term "illegal drug usage" or "illegal drug abuse" includes the
40 use of cannabis or any controlled substance which has not been

1 legally prescribed and/or dispensed, or the abusive use of alcohol or
2 a legally prescribed drug.

3 3. Before any reasonable suspicion testing program commences, at
4 least four administrators appointed by the Superintendent and
5 eight members appointed by the OAPSE President shall attend
6 training offered by the Ohio Bureau of Workers' Compensation in
7 the detection and prevention of abuse of drugs or alcohol paid by
8 the Board.

9 4. Employees may be tested for abusive illegal drug usage of drugs or
10 alcohol where there are reasonable grounds to believe that the
11 employee to be tested is abusing illegal drugs. Before an employee
12 may be directed to reasonable grounds testing, a committee
13 composed of at least two appropriately trained administrative
14 personnel will consider the specific, objective facts which raise
15 reasonable concerns regarding illegal drug abuse and will meet with
16 three appropriately trained OAPSE members appointed by the
17 OAPSE President to review and discuss those facts and inferences.
18 Such facts and inferences may be based upon, but are not limited
19 to, any of the following:

20 (A) Observable phenomena, such as direct observation of drug or
21 alcohol use, possession or distribution, or the physical
22 symptoms of being under the influence of drugs or alcohol,
23 such as but not limited to slurred speech, dilated pupils, odor
24 of alcohol or marijuana, changes in affect, dynamic mood
25 swings, etc.

26 (B) A pattern of abnormal conduct, erratic or aberrant behavior, or
27 deteriorating work performance (e.g. frequent absenteeism,
28 excessive tardiness, recurrent accidents) which appears to be
29 related to substance or alcohol abuse and does not appear to be
30 attributable to other factors.

31 (C) The identification of an employee as a focus of a criminal
32 investigation into unauthorized drug possession, use or
33 trafficking.

34 (D) Repeated or flagrant violations of the Board's safety or work
35 rules, which are determined by a supervisor to pose a
36 substantial risk of physical injury or property damage and
37 which appear to be related to substance use or substance use
38 that may violate the Board's drug free workplace policy and do
39 not appear attributable to other factors.

1 5. Any member who may have caused or contributed to an on-the-job
2 accident, as defined below, shall submit to a drug and/or alcohol
3 test. "Accident" means an unplanned, unexpected or unintended
4 event which occurs on Board property, during the conduct of the
5 board's business, or during working hours, or which involves
6 Board-supplied motor vehicles or motor vehicles used in
7 conducting the Board's business, or within the scope of
8 employment, and which results in any of the following:

9 (A) A fatality of anyone involved in the accident.

10 (B) Bodily injury requiring off-site medical attention away from
11 the employer's place of employment.

12 (C) Vehicular damage in apparent excess of \$2500, or

13 (D) Non-vehicular damage in apparent excess of \$2500.

14 6. Provided the Board had reasonable cause to believe that the
15 employee to be tested is abusing illegal drugs or alcohol, an
16 employee refusing to submit to testing shall be disciplined up to
17 and including discharge.

18 7. Testing shall be conducted at a laboratory that meets "Mandatory
19 Guidelines for Federal Workplace Drug Testing Programs", and is
20 listed on the Federal Register.

21 (A) Guidelines and Additional Requirements – Except as otherwise
22 provided, all drug testing will, as a minimum, be conducted in
23 accordance with the U.S. Department of Health and Human
24 Services' "Mandatory Guidelines for Federal Workplace Drug
25 Testing Programs," as set forth in the Federal Register and at Board
26 expense. In addition to the "Guidelines", urine samples will be
27 separated into two containers at the time of sample donation. One
28 portion of the original urine sample will be kept secure and
29 chemically stable and made available for verification of laboratory
30 testing results. All alcohol testing will, as a minimum, include the
31 use of evidential-grade breath alcohol analysis devices. Moreover,
32 where a confirmatory test is performed directly on blood, one
33 portion of the sample will be kept secure and chemically stable and
34 made available for verification of laboratory testing results.

35 (B) Testing Positive

36 1. In the case of a "positive" test result, the employee will be
37 so advised by the appropriate representatives of the laboratory
38 conducting the test, on a confidential basis, prior to the reporting of

1 the results to the Employer, and the employee will have the right to
2 discuss and explain the results, including the right to advise the
3 laboratory representative of any medication prescribed by his/her
4 own physician, which may have affected the results of the test.

5 2. An employee testing "positive" will have the right to have
6 the secured portion of his/her urine or blood sample independently
7 retested by a HHS-certified laboratory of his/her choice and at
8 his/her expense. If the independent retest is "negative" the
9 employee will be permitted to resume work immediately and be
10 reimbursed for the cost of such independent test.

11 8. The Board shall encourage and refer the employee to participate in
12 drug and/or alcohol counseling, employee assistance,
13 rehabilitation, and other drug and alcohol abuse treatment
14 programs. Employees who have tested "positive" under these
15 procedures will be encouraged to accept a referral to such a
16 Program.

17 9. Discipline

18 A. Confirmation – No adverse action or discipline will be taken
19 against an employee on the basis an unconfirmed "positive" result
20 of a drug or alcohol test. Confirmation of positive drug test results
21 will be conducted using the GCMS method or other method which
22 may subsequently be recognized by the U.S. Department of Health
23 and Human Services as the state-of-the-art for validity and
24 accuracy of drug testing results. Confirmation of positive alcohol
25 test results will be conducted using a second breath sample and a
26 second analytic device. In addition, at the option of the employee, a
27 further confirmatory test will be performed on a blood specimen
28 using the Gas Chromatography method or other method which may
29 subsequently be recognized by the U.S. Government as the state-of-
30 the-art for validity and accuracy of alcohol testing results.

31 B. Grievance Procedure – Any discipline or adverse action imposed
32 by the Employer as a result of this drug and alcohol program,
33 including the results of chemical testing, will be subject to the
34 grievance and arbitration procedures as provided in the collective
35 bargaining agreement.

36 10. The Board shall pay for the first two (2) tests. Additional tests of
37 the origin specimen desired by the employee shall be at his or her
38 own expense, and done at the lab of his/her choice other than the
39 one used by the Board.

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11. Subject to the provisions of this policy, employee confidentiality shall be maintained.
12. This Section shall be construed and applied so as to be consistent with the Americans with Disabilities Act.



1 **ARTICLE 9 - JOB DESCRIPTION**

2 A. The Administration and the Union will periodically review the job
3 description of each classification covered in this Agreement. Sixty
4 (60) days after completion of negotiations, a combined committee
5 consisting of Board and Union representatives shall meet to evaluate
6 and revise, as needed, the current job descriptions. Failure of the
7 committee to agree on a description does not negate the right of
8 Board to draft and promulgate any job description.

9 B. The Association shall be notified not less than thirty (30) days in
10 advance of any changes in the job descriptions and the effective date
11 of such changes. Job descriptions existing as of the date of this
12 Agreement shall be considered as the original descriptions. This
13 section shall become effective sixty (60) days after this agreement is
14 ratified.

15 C. Local 163 bargaining unit members will not be required to maintain
16 the personal property of any other district employee or community
17 member.

1 **ARTICLE 10 - PERSONAL LEAVE**

2 A. All employees shall be granted up to three (3) days of paid personal
3 leave each contract year. Each unused personal leave day shall be
4 converted to one day of accumulated sick leave, which may result in
5 an accumulated sick leave in excess of the maximum otherwise
6 provided in this contract. Unused personal leave itself is, however,
7 non-cumulative.

8 B. It is agreed that paid personal leave days are provided for legitimate
9 business, professional, personal, and family obligations an employee
10 encounters which cannot be met outside the regular work day.
11 Typical of these obligations, although not all inclusive are: court
12 appearances, (but not for purposes of initiating or engaging in suits
13 against others for any reason, or for contesting traffic citations),
14 religious holidays, graduation exercises, honors convocations
15 honoring the employee or members of his immediate family, and real
16 estate transactions (except business ventures for personal profit), nor
17 simply to be present at the birth of a grandchild, unless there is no
18 other adult relative available to attend. The provision for paid
19 personal leave is not to be used to extend holidays or recesses, for the
20 pursuit of sporting or recreational interests, hobbies, avocations,
21 other gainful employment, shopping, such activities as yard
22 maintenance, or to attend business trips with one's spouse or to
23 attend a stockholder's meeting of a corporation or to act as a
24 substitute for another person while such person conducts personal,
25 family, or business activities, for travel to or from foreign
26 destinations, or to participate in a wedding for anyone other than for a
27 member of the immediate family as defined under sick leave.
28 Application for paid personal leave shall, except in emergencies, be
29 made at least three (3) days prior to the date of such leave on a form
30 provided by the Administration, which form shall require the
31 employee to state in at least general language the reason for the paid
32 personal leave. In emergency situations, the employee must file the
33 form within three (3) days of return to work. So long as the paid
34 personal leave is consistent with the purposes of this paragraph,
35 requests for one day shall automatically be granted.

36 C. Requests for two (2) or more consecutive days and for a day
37 immediately preceding or succeeding a holiday, vacation, or recess,
38 must specify the reasons and have the prior approval of the
39 Superintendent, with the form for leave submitted no less than five
40 days before the intended date of use.

41 D. A "day" shall equate to the number of hours normally worked by
42 the employee, to determine the number of personal leave "days" used.

1 Personal leave may be deducted in accordance with the following
2 schedule:

3 Persons employed for 2 hours or less may take only 1/2 and full
4 days; persons employed for more than 2 hours but not more than 4
5 hours may take 1/4, 1/2, and full days; persons employed for more than
6 4 hours may take 1/4, 1/2, 3/4, and full days.

7 E. The Treasurer is specifically permitted to request such information on
8 the personal leave form as may be needed to calculate the amount of
9 leave being requested.

10 F. Personal leave may be preceded/succeeded by the use of sick leave as
11 necessary, as well as paid and unpaid vacation for those who are
12 entitled to it. Employees may combine sick, medical, and personal
13 leave when necessary for medical reasons only, and when such leave is
14 approved in advance of use; no other leave combinations are
15 acceptable. A true emergency, e.g., a failure of a common carrier to
16 maintain its schedule, negates the need for prior approval of personal
17 leave or docked time, and such occurrence shall not be penalized due
18 to lack of prior approval, unless the failure is shown to be the fault of
19 the employee.

1 **ARTICLE 11 - OAPSE OR UNION LEAVE**

- 2 A. The Board agrees to permit local elected delegates/union
3 representatives a total of thirteen (13) days per year for union
4 activities that cannot be accomplished outside the regular work day
5 with continued salary. Forty-eight hours advance notice shall be
6 given prior to attending the annual OAPSE conference and all other
7 union leave requests shall require one (1) days prior notice.
- 8 B. Any bargaining unit member who is elected as a State OAPSE officer
9 (President, Vice-President, Treasurer, Secretary) shall each be
10 granted two (2) days per year to attend duly called state meetings
11 involving the officer's duty, provided that a substitute is available (if
12 such substitute is needed); and provided that forty-eight hours' notice
13 is provided the administration.
- 14 C. OAPSE or union leave is not cumulative.
- 15 D. The Board agrees to permit the Local President or his/her designate a
16 total of four (4) days per year leave for union activities which cannot
17 be accomplished outside the regular work day. However, one day's
18 prior notice must be provided the supervisor for such leave to be
19 taken; the person to take the leave must make application on an
20 appropriate form to take the leave.
- 21 E. No more than three (3) members of the bargaining unit may be
22 granted OAPSE or union leave on the same day, except with
23 permission from his/her immediate supervisor.
- 24 F. Union leave may be deducted on the same basis as the rules for use of
25 personal leave.
- 26 G. Union leave may not be used for strikes or strike-related activities.
- 27 H. The Union president or his/her designee will be compensated at his/her
28 regular hourly rate for up to 15 hours per year of meetings if such
29 meetings are requested by an administrator. The compensation will be
30 paid upon presentation of a time sheet at the end of the fiscal year, or
31 upon completion of the 15 hours. Eligible meetings are only those
32 where the union president is specifically requested to meet with an
33 administrator for the purpose of clarifying the union's view on an issue.
34 This does not apply to grievance hearings, nor to any other meetings at
35 which the union has requested to be present, e.g. labor-management
36 committee meetings, insurance and calendar committees.

1 **ARTICLE 12 - EMPLOYEE EVALUATION**

2 A. An annual written evaluation of employees may be made. The
3 evaluator shall provide advice and direction for improving areas rated
4 negatively or shown as needing improvement. The employee must sign
5 the form used, to indicate he/she has seen the evaluation. Negative
6 evaluations must be discussed in person with the evaluator. Signature
7 of the form does not connote agreement therewith, but does show
8 knowledge of its contents and the fact that it will become part of the
9 employee's personnel record. In the event of an employee's refusal to
10 sign, a notation to this effect shall be attached to the form. The person
11 who will conduct evaluations will be the employee's immediate
12 supervisor or building principal. The administration shall have the
13 right to design the evaluation form(s). Such forms shall be presented
14 to the union for review, comment, and suggestions.

15 B. The employee may make a timely reply (within three (3) working days)
16 in writing to the evaluation. The reply shall be annexed to the
17 evaluation and shall remain part of the evaluation record.

1 **ARTICLE 14 - FORCE REDUCTION AND RECALL**

2 A. Bargaining unit positions shall be filled by employees of the Board.

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4 B. When it becomes necessary due to lack of work, lack of funds, or job
5 abolishment to reduce the number of positions in a job classification
6 within the bargaining unit, the following procedure shall be used:

7 1. The Superintendent shall meet with the Union to first discuss
8 the potential reductions. The number of people affected by such
9 reduction will be kept to a minimum by not employing
10 replacements, insofar as practical, for those employees who
11 resign, retire or otherwise leave the employ of the district and
12 vacate a position.

13 2. Employees within this bargaining unit will be reduced within a
14 classification based on seniority. Seniority shall be defined as
15 the employee's continuous length of service from the original
16 date of hire by the Board. In the event an employee is laid off,
17 said employee may displace the least senior employee within
18 his/her classification. If there is no less senior employee within
19 the displacing employee's classification, he/she may displace the
20 least senior employee in the next lower classification. In either
21 case, the employee must show to the satisfaction of the Associate
22 Superintendent of Business that he/she has the necessary
23 qualifications for such displacement. When a full-time
24 employee (defined as a person working at least 40 hours per
25 week) within a class is entitled to bump another employee in the
26 same classification, he/she must first bump an employee
27 employed within that classification full time, rather than an
28 employee who is employed part time (less than 40 hours per
29 week) in that classification and part time in a lower
30 classification, subject to the qualification requirement set forth
31 above. (For example, a full-time Class III has the right to bump
32 another full-time Class III, rather than a split Class II/Class III
33 employee.) The same is true for a person returning to the
34 district from disability retirement or an authorized leave. If
35 there is no other full-time employee in the class with less
36 seniority than the bumping employee, the bumping employee
37 may bump a split-class employee before bumping a full-time
38 lower class employee, again, subject to the qualifications
39 requirement set out above. The bumping employee is not
40 entitled to choose which employee to bump, but must follow the
41 prescribed order. Employees may not bump up in
42 classifications. Part-time employees may never bump a
43 full-time employee, but may only bump other part-time
44 employees in the same or a lower class, subject to the

1 qualifications requirement set out above. In the event it is
2 necessary, a full-time employee may bump a part-time
3 employee, even though the part-time employee may have more
4 seniority. Whenever a person bumps into another position with
5 a different occupational title, he shall be considered a
6 probationary employee in that position for a period of 30 days;
7 if the worker is unsatisfactory, he/she may bump the least senior
8 employee in the next lower classification, or he/she may take
9 layoff. The classifications are defined under Article 36 -
10 Salaries. The salary to displacing employee shall be on the same
11 step on the schedule of the lower classification. Notice of the
12 intent of a laid-off employee to exercise a displacement right
13 shall be hand delivered to the Associate Superintendent for
14 Business Manager not later than the fifth (5th) working day
15 following receipt of the layoff notice.

16 a. The employee accepting the lower classification shall be
17 reinstated to their prior classification immediately upon
18 reopening of previous position.

19 b. Any employee who is laid off shall have the option to
20 refuse a lower classification and remain on the recall list
21 for three (3) years.

22 c. Those employees laid off shall be recalled in reverse order
23 of seniority.

24 3. In cases of identical length of service, employees shall, in the
25 presence of Association President, the Superintendent or his
26 designee, flip a coin to establish final rank of seniority.

27 4. In the event that insufficient work exists to fill a full-time
28 vacancy, the Board may initiate the reduction-in-force rules and
29 procedures. In no case will the Board reduce any position in
30 hours solely to avoid the offering of benefits to an employee.

31 C. 1. At least thirty (30) days prior to the effective date of layoff, the unit
32 member shall receive notice of such layoff. Notice shall include the
33 effective date and the employee's seniority date(s) (classification and
34 department). The Association shall be provided with a copy of the RIF
35 list which was used by the Board in implementing layoffs under this
36 Article. The list will be provided at least thirty (30) days prior to the
37 initial layoff. Copies of such listing shall be posted in a prominent place.

38 2. Reinstatement lists shall be developed and maintained. Names of
39 laid-off employees shall remain on the list for a period of three (3) years
40 from the date of layoff. All recalls shall be made in inverse order, i.e.,

1 the last employee laid off in a given classification shall be the first
2 employee recalled. Notification of recall shall be given by certified mail.
3 Any employee recalled within a three (3) year period shall retain all
4 previously accumulated seniority, but not accrue seniority during the
5 time of layoff.

6 Failure of any employee to return to work within five (5) work days from
7 the date of notification of recall shall be construed as a decline of the
8 employment offered, the employee's name shall forthright be removed
9 from the reinstatement list.

10 It shall be the employee's responsibility to maintain a current address
11 on file with the appointing authority to insure that any notice of recall is
12 properly mailed and can be responded to within the contractually
13 specified five (5) work day period.

14 Employees on sick leave or other leave of absence may be laid off or
15 displaced and retain only those reinstatements and re-employment
16 rights as any other laid off or displaced employee, except that any
17 employee on sick leave at the time of notice of layoff shall continue on
18 sick leave until it is exhausted or such employee is able to return to
19 work, whichever occurs first.

20 3. Payment for accrued and unused vacation time, overtime, and
21 unused compensatory time shall be paid at the time of layoff or
22 within thirty (30) days thereafter, at the employee's option.

23 4. Employees on layoff status shall have the rights accorded them
24 under federal law (COBRA).

25 5. Days, for purposes of this Article, shall be defined to mean
26 calendar days.

27 6. For the purpose of defining seniority during the period of time
28 an employee is on a leave of absence, the following provisions
29 shall prevail:

30 Seniority shall not accumulate while the employee is on the
31 following leaves in excess of sixty (60) accumulative working
32 days:

- 33 Leave without Pay
- 34 Maternity and Paternity leave
- 35 Career & Job Related leave
- 36 Force Reduction & Recall

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Seniority shall continue to accumulate during the following leaves:

- Vacation
- Worker's Compensation
- Personal leave
- Sick leave
- Assault leave
- Military leave
- Union leave
- Jury duty
- Medical leave

Seniority shall be defined as the original date of hire with the Board of Education.

Any reference in this contract contradictory to this definition of seniority as it may relate to the leaves of absence listed above is null and void.



1 **ARTICLE 15 - JOB BID PROCEDURE**

2 A. When a vacancy occurs or a new job is created, the Employer shall
3 post notice of the opening in all buildings and the Transportation
4 Department and all postings shall be placed in the employee's
5 paycheck for ten (10) working days, unless such placement would
6 delay the posting beyond two (2) days of when it would otherwise be
7 posted. The notice shall contain the job title, qualifications, rate of
8 pay, hours of work or shift, and area or location of the vacancy.
9 Employees who wish to be considered for the vacancy must make
10 application for the position in writing, on a form supplied by the
11 Employer, through the Personnel Department, by the end of the
12 posting period. A copy of the application form shall be retained by
13 the employee. The Board shall be the sole determiner of whether a
14 vacancy exists, and of the need to post and fill any vacancy. The
15 Board may determine that a vacancy exists where an employee
16 resigns, is transferred or is terminated, or upon the creation of a new
17 position.

18 B. Qualifications and seniority shall be the determining factors in filling
19 an opening, with qualifications being given emphasis. It is
20 understood that an employee must meet the minimum qualifications
21 as outlined in the job descriptions. Qualifications shall be determined
22 by the Administration and shall be listed in the job posting.
23 Applicants for any Class VII position must present evidence of
24 successful completion of an apprenticeship program in the trade
25 covered by the job title, or holding a valid license, certificate/degree
26 for the job title, along with evidence of having participated in
27 continuing education programs applicable to the trade. It is
28 understood that the employee's work record/history may be
29 considered as one of the qualifications when the administration
30 determines the "qualifications" in filling an opening. Where
31 applicants are determined to be equal in qualifications, seniority shall
32 be the determining factor. All applicants shall be notified as to
33 whether or not they have been awarded the position. All bargaining
34 unit members will be granted an interview, except when the job being
35 posted is a lateral move and it has been determined that the most
36 senior person shall be granted the job.

37 Applicants within the classification of the posted position shall be
38 given priority in accord with this Article. Newly hired employees shall
39 not be eligible for transfers within their classification prior to the
40 completion of the probationary period, but shall be eligible for
41 promotions to higher classifications. Bargaining unit members who
42 are awarded a new position shall start in the new position at the wage
43 rate of the wage step which produces an increase from their old

1 position. If the bargaining unit member voluntarily moves to a lower
2 rated position, the employee shall start the new position at the same
3 step on the salary schedule of the lower classification.

4 C. In the event that a work shift must be altered, the new shift will first
5 be offered to volunteers currently working that shift and location. If
6 there are no volunteers, the least senior person in the classification in
7 the shift and location may be moved. If there is more than one
8 volunteer for the changed shift, the most senior volunteer will be
9 appointed.

10 D. If the Board determines that a position within the bargaining unit is to
11 be filled on a temporary basis, it shall be posted as a temporary
12 position for no more than two (2) years, at which time they shall either
13 post the position and award it according to Article 15, Job Bid
14 Procedure, or reevaluate the needs of the district, whether or not to fill
15 the position. Before the determination is made, the union may
16 request a meeting with administration to discuss the issue and to offer
17 their input.

1 **ARTICLE 16 - SICK LEAVE**

2 A. All bargaining unit members will be granted one and one-fourth (1-
3 1/4) sick leave days per completed month (15 days total per year) in
4 accordance with O.R.C. 3319.141. Unused sick leave for purposes of
5 sick leave use only shall be unlimited in accumulation. Sick leave may
6 not be used when an employee is employed (including self-employed)
7 outside the district, and submission of a sick leave form for any day,
8 or part thereof, during which an employee engages in outside
9 employment constitutes falsification of sick leave, and makes the
10 employee subject to termination.

11 B. Any bargaining unit members may, upon written request, be granted
12 an advancement of up to fifteen (15) days or the balance due for the
13 current contract year, if needed.

14 C. Newly appointed bargaining unit members shall be advanced five (5)
15 sick leave days. This is not accumulated in addition, but is part of the
16 fifteen (15) days to be earned in the contract year.

17 D. Bargaining unit members shall qualify for sick leave with full pay and
18 benefits for:

- 19 1. Personal illness
- 20 2. illness or disability due to pregnancy
- 21 3. illness or disability due to childbirth
- 22 4. injury
- 23 5. Exposure to contagious disease
- 24 6. Absence due to illness, injury or death in the immediate
25 family.
- 26 7. Adoption of child 2 years or less in age, not to exceed 6
27 weeks.
- 28 8. Pregnancy/childbirth sick leave is limited to 6 weeks, unless
29 a physician certifies the necessity for a longer period.

30 Sick leave may not be used to act as a substitute for another person,
31 regardless of relationship, so that the other person may carry out
32 his/her job, family, or other responsibilities, or to observe or witness
33 the birth of grandchildren. Personal leave may be used for this last
34 purpose as provided in Article X.

35 The employee's immediate family shall be defined as: father, mother,
36 sister, brother, spouse, children, father-in-law, mother-in-law,
37 grandparents, step-parents, stepchildren, or grandchildren, wherever
38 they may reside, or any relatives living in the same household or
39 persons for whom the employee has primary care responsibilities and

- 1 a “durable power of attorney” for health care. In the event of death,
2 the definition of immediate family shall also include the employee’s
3 aunt, uncle, brother-in-law, sister-in-law, daughter-in-law, and son-
4 in-law.
- 5 E. Report forms are to be completed within 3 workdays of return to duty.
- 6
7 F. OAPSE may establish a sick leave bank which may, after
8 demonstration and explanation, be honored by the Board.
- 9 G. The designated beneficiaries of bargaining unit members who pass
10 away and have completed at least 15 years of service will receive 15% of
11 the member’s accumulated but unused sick leave earned to date of
12 death. Percentage will increase by 1% for each added year of service for
13 a maximum of 25% after 25 years.

1 ARTICLE 17 - SEVERANCE PAY

2 A. At the time of retirement from the Willoughby-Eastlake Public Schools,
3 the retiree will be eligible for severance pay for the number of days
4 equal to thirty percent (30%) of the actual accumulated sick leave days.
5 The total number of days shall include carryover accumulated sick leave
6 and any unused portion of the fifteen days for the current year, and all
7 unused personal leave that has been converted to sick leaves. "Carry
8 over days" include carry-over of accumulated sick leave from previous
9 years and any unused portion of the fifteen days for the current year.
10 They also include all unused personal leave that has been converted to
11 sick leave. Unused sick days shall be cumulative up to two hundred
12 sixty (260) days plus any accumulated personal leave days converted to
13 sick leave.

14 For example:

15 203 carry-over sick leave days
16 15 sick leave for current year
17 15 converted personal leave days
18 260 credited days x .30 = 78 days severance pay

19 B. 1. Payment will be made in one lump sum and the rate of pay will
20 be that of the final daily rate of the employee. Eligibility for a
21 valid claim is dependent upon written evidence from the State
22 Retirement System within one (1) calendar year of retirement
23 from the Willoughby-Eastlake City School District that the
24 retiree is receiving retirement checks from the specific State
25 Retirement System (SERS), or that the employee is eligible to
26 retire and meets the SERS requirements and chooses to
27 withdraw his/her retirement funds. The employee shall provide
28 evidence that withdrawal has occurred.

29 2. Payment will be made in the same calendar year as the date of
30 retirement when feasible; otherwise, no later than 90 days from
31 date of retirement, except as provided in the case of a retirement
32 incentive.

33 3. Severance pay shall be made only once to any bargaining unit
34 member.

35 4. If an employee dies after retiring in accordance with the above
36 items on severance pay, but prior to submission of eligibility
37 evidence, the severance pay shall be paid to the most recently
38 named beneficiary as submitted in writing to the Board
39 Treasurer prior to the employee's death.

1 5. Severance pay deferral plan

2 The Board and Association may enter into a severance pay deferral
3 plan by a Memorandum of Agreement, at any time during this
4 contract.

5 C. Retirement Incentive Bonus

6 Any employee who is currently eligible for retirement with School
7 Employees Retirement System (SERS), or becomes eligible shall be entitled to a
8 retirement incentive in the amounts as listed under the articles of this program.

9
10 1. Qualification Requirements -- The employee must meet all of the
11 following criteria:

12 a. Be under contract and a member of the OAPSE bargaining unit
13 as defined in this agreement at the time of application.

14 b. Have completed a minimum of ten (10) years of service in the
15 Willoughby-Eastlake School District.

16 c. Be eligible to retire under SERS requirements.

17 d. Retire within the first year or second year of becoming eligible to
18 retire under SERS requirements .

19 e. Retirement must be effective on or before July 1 or August 1 of
20 either the first or second year of eligibility.

21 2. Incentive Provisions -- Employees eligible to retire under the
22 preceding qualifications shall receive \$5,000 if they retire in
23 accordance with the guidelines of this program by July 1 or August 1
24 of their first year of eligibility. Eligible employees who choose not to
25 retire in the first year of their eligibility may retire by July 1 or August
26 1 of their second year with an incentive of \$2,500. Employees who
27 are eligible and elect not to retire within their first two (2) years of
28 eligibility will not be eligible to receive any retirement bonus.
29 However, if six (6) or more members retire during the 2006-07
30 contract year, the retiree shall receive \$7,500 plus 50% of
31 accumulated sick leave days, not to exceed one hundred thirty (130)
32 days.

33 For retirements during the term of this contract, an employee must
34 submit a letter of intent at least ninety (90) days before the date of
35 retirement.

36 Regular employees who because of their minimum weekly work hours
37 do not meet the hospitalization qualifications listed under Article 27,

1 will be eligible for one-half (50%) of the incentive provisions stated
2 above (\$2,500 for the first year of eligibility or \$1,250 for the second
3 year).

4 3. Payment Procedures -- The Board of Education will pay the
5 retirement incentive and severance pay in two payments beginning in
6 January of the next two succeeding years with 60% paid on the first
7 payment and 40% of the total in the second payment.

8 4. Program Exclusions -- The following conditions will cause a
9 bargaining unit member to be ineligible to participate in this
10 retirement incentive program:

11 a. terminated, non-renewed, or resigned prior to September 1,
12 2010;

13 b. failure to meet deadlines as listed in this agreement;

14 c. currently retired and/or receiving retirement benefits from
15 SERS.

16 5. Any bargaining unit member who has been elected and is serving in
17 an elected Association officer position shall have his/her first and/or
18 second year of eligibility deferred while serving in the position.

1 **ARTICLE 18 - JURY DUTY**

2 An employee who is called to serve on a jury shall file notice with the Assistant
3 Superintendent. The employee will remit to the Treasurer any compensation
4 received for jury duty within 10 days of receipt, except for any expenses such as
5 parking, food, and transportation/mileage. If the jury duty by the employee
6 would create a definite hazard or hardship in a given school, the Superintendent
7 may request the employee be released from jury duty.

1 **ARTICLE 19 - PLACEMENT ON SALARY SCHEDULE**

2 To be eligible for the experience credit or for the yearly increase, an employee
3 must have served the school district one (1) day more than half of the contract
4 year.

5 To be eligible for yearly advancement on salary schedule, an employee must have
6 served the district for at least one (1) day more than half of his/her contracted
7 year.

8 Employees who are in Classes VI and VII as defined in the article on
9 compensation may be granted up to three (3) years of experience credit on the
10 appropriate wage schedule at the time of employment, after providing proof of
11 experience, and under the following conditions:

- 12 1. Work experience for which credit is claimed must have occurred within 10
13 uninterrupted years prior to the district employment date;
- 14 2. Such experience must have been comprised of at least 30 hours per week
15 for no less than 48 weeks in 12 consecutive months;
- 16 3. Such experience prior to graduation from high school will not be counted;
17 nor will any work done to qualify for licensure/certification;
- 18 4. Such experience must be shown to have been appropriate to the
19 classification or position for which the person is to be employed in the
20 district.

21 Service credit for work in any w-e bargaining unit other than this chapter may not
22 be applied for any purpose whatsoever, including but not limited to salary
23 schedule placement or other benefits.

24 A job related physical injury for which an employee requests medical leave will be
25 counted as time serving the District for the yearly pay increment.

26 Longevity pay is granted according to the number of years an employee works for
27 the school district. If an employee is not eligible for an increase in salary under
28 this article, the employee is likewise ineligible for an increase in longevity pay.

1 during the course of the employee's performance of his/her duties as
2 an employee of the district, or during the employee's attendance at
3 any school event or activity at which such attendance by the employee
4 is required or ordered by the district administration, or in the course
5 of transporting students or material to or from said premises, shall be
6 granted assault leave according to the following rules:

- 7 1. No more than sixty (60) days per calendar year may be used for
8 assault leave.
- 9 2. To qualify for assault leave, the employee shall furnish to the
10 Board a certificate from a licensed physician, stating the nature
11 of the disability and its likely duration. The Superintendent may
12 require a licensed physician's statement justifying the
13 continuation of the leave at any time during the leave.
14
- 15 3. An assaulted employee, and any other employee who has
16 knowledge that such an assault upon an employee has occurred,
17 shall immediately report such assault to his/her immediate
18 supervisor. In the absence of such immediate supervisor, a
19 report shall be made to the building principal, to the Associate
20 Superintendent for Instruction, the Assistant Superintendent,
21 Associate Superintendent for Business, or the Superintendent.
22 Such a report shall include all facts within the employee's
23 knowledge regarding said assault.
- 24 4. An Assault Leave Form shall be completed by the employee
25 before any assault leave shall be granted.
- 26 5. Assault leave shall not be cumulative from year to year.
- 27 6. Payment for assault leave shall be at the assaulted employee's
28 rate of pay in effect at the time of the assault. Payment under
29 this provision shall constitute the employee's entire
30 compensation from the Board during the period of physical
31 disability and shall be in lieu of any payments under Chapter
32 4123 of the Ohio Revised Code.
- 33 7. Falsification of a statement for assault leave is grounds for
34 suspension or termination of employment.
- 35 8. Assault leave shall not be charged against sick leave.

36 C. Leave without Pay

37 No employee is entitled to leave of absence except as provided in the
38 terms of this negotiated agreement, with the exception that, upon an

1 application by an employee and the recommendation of his/her
2 immediate supervisor, a leave without pay in any calendar year may
3 be granted, upon the approval of the Superintendent or his/her
4 designee. Each request shall be judged on its individual merit.

5 Such leave may be used under the following rules:

- 6 1. It may be used only in whole-day increments; a day shall be
7 defined as the employee's normal workday.
- 8 2. Such leave shall not be accumulative.
9
- 10 3. An employee does not have a vested right in leave without pay, i.e.,
11 no person is automatically entitled to such leave by virtue of
12 his/her employment in the district.
- 13 4. Leave without pay is to allow for extraordinary circumstances
14 which arise for any employee. It is not to be used simply for the
15 employee's convenience. Prohibitions against use of leave without
16 pay shall include, but not be limited to, real estate transactions or
17 other activities related to an employee's business ventures, for the
18 simple extension of a holiday or recess, for pursuit of sporting and
19 recreational interests or hobbies, for other gainful employment, for
20 shopping, or for legal actions in court unless summoned by a court
21 to appear.
- 22 5. Requests for such leave should be submitted at least one week in
23 advance of the effective day of the requested leave.
- 24 6. Leave without pay may not be used as a substitute for personal or
25 sick leave.
- 26 7. Leave without pay may be granted for the purpose of working at a
27 polling place during an election; personal leave may not.
- 28 8. Failure to obtain advance approval for a leave without pay shall be
29 cause for disciplinary action if the leave is taken.
- 30 9. Requests for leave without pay must be submitted and approved
31 in accordance with the district's Table of Organization. A request
32 may be denied at any point in that Table.
- 33 10. Leave taken immediately before or after a holiday, vacation, or
34 other break may cause additional deductions from pay, in
35 accordance with other provisions of this collective bargaining
36 agreement.

1 11. In the event leave without pay (“docked time”) is taken without
2 prior approval, or taken when approval has been denied, the
3 employee’s pay will be docked at the regular pay rate; a second such
4 occurrence will be charged at two times the normal pay rate; the third
5 occurrence will result in a suspension without pay for three days, in
6 addition to the two times normal rate deduction. If another incident
7 occurs, the employee will be terminated.

8 D. Maternity and Paternity Leave

9 1. Leave without pay for a period not to extend beyond two (2)
10 years shall be granted to bargaining unit members requesting
11 maternity or paternity leave (pregnancy or infant adoption
12 related). The date established for the beginning of such leave
13 shall be filed with the principal at least six (6) weeks prior to the
14 beginning of the requested leave except that this provision may
15 be waived by the Superintendent.

16 If a bargaining unit member commences maternity/paternity
17 leave during the contract year and has not completed one
18 hundred twenty days of service (including paid leave), that year
19 shall count as the first year of two (2) years of eligibility.

20 For clarification, pregnancy related maternity and paternity
21 leave applicants have three options:

- 22 a. Use sick leave as described under Sick Leave.
- 23 b. A combination--a bargaining unit member may use sick
24 leave and apply for maternity leave shortly after the baby is
25 born and be granted a leave of up to two (2) years.
- 26 c. A bargaining unit member may decide not to use sick leave
27 and apply for maternity leave prior to delivery and be
28 granted a leave for up to two years.
- 29 d. Take leave as provided under the terms of FMLA.

30 2. Reinstatement from such leave shall be at the beginning of the
31 contract year, except where the Superintendent and the
32 bargaining unit member agree to a different time. Requests for
33 reinstatement should be presented to the Superintendent at the
34 earliest possible date, and no later than three (3) months prior
35 to the desired date of return to work.

36 3. Bargaining unit members who commence a leave under this
37 provision and who have completed one hundred twenty (120)

1 days of service (including paid leave) shall have the Board
2 portion of their hospitalization premiums paid for a maximum
3 of four (4) months.

4 E. Military Leave

- 5 1. Military leave will be provided in accordance with O.R.C.
6 3319.085.
- 7 2. The Superintendent/designee shall review each application for
8 military leave.
- 9 3. Disposition of the application shall be made promptly and
10 notice thereof forwarded to the applicant, the appropriate
11 administrator, the Treasurer, and a record made for the
12 applicant's file.

13 F. Career and Job-Related

- 14 1. Upon written request, the Board of Education may grant a leave
15 of absence for a period of not more than two years for education
16 and training which is related to their job.
- 17 2. Upon written notice of return from leave of absence, the Board
18 may terminate the employment of the person hired for the
19 purpose of replacing the regular employee on leave.
- 20 3. The Board will not be obligated to allow the employee to return
21 from leave until the expiration of the leave requested.
- 22 4. An employee may present to the Associate Superintendent for
23 Business a proposal in writing to attend workshops, lectures,
24 training courses, community college courses, or other forms of
25 training, along with direct cost information (e.g., registration
26 and instructional fees, tuition, books and other materials) on
27 such courses or training. Such training must be related in some
28 reasonable way to the employee's current job assignment. No
29 union workshops may be included. Upon approval by the
30 Associate Superintendent for Business, and upon successful
31 completion of training, the direct cost of such training shall be
32 reimbursed by the district. In addition, a one-time stipend of
33 \$100 to \$300 shall be given to the employee, with the amount to
34 be determined by the Associate Superintendent based upon the
35 nature and length of the training received. The amount of the
36 stipend shall be decided at the time the approval is given to take
37 the training.
- 38 5. Bargaining unit members who have a supplemental contract in

1 either athletics or academics shall be granted the same type of
2 leave as teachers who contracted for the same assignment.

3 G. Employees returning from an authorized unpaid leave of absence shall
4 be returned to their previous position or a similar position, unless
5 another personnel action is taken pursuant to this contract.

6 H. Family Medical Leave Act

7 1. The district shall comply with all provisions of the family medical
8 leave act. A bargaining unit member is entitled to twelve (12) workweeks
9 of family leave during any twelve (12) month period for purposes
10 described in the "family and medical leave act of 1993" or subsequent
11 amendments, i.e., such leave may be used for:

- 12 a. The birth of a son or daughter in order to care for the son or
13 daughter;
- 14 b. The placement of a son or daughter with the employee for adoption
15 or foster care;
- 16 c. To care for the employee's spouse, son, daughter or parent who has
17 a serious health condition; or
- 18 d. To care for the employee's own serious health condition that
19 renders the employee unable to perform the functions of the job;
- 20 e. Such other purposes as federal law provides.

21 To be eligible for FMLA leave under this policy, the employee must
22 meet the following conditions:

23 Must have worked for the district for 12 months. The 12 months
24 need not be consecutive, as long as any break in employment
25 (other than national guard or reserve military service) does not
26 exceed seven (7) years.

27 Must have worked at least 1,250 hours during the 12-month
28 period immediately preceding the date the leave is to
29 commence. Time spent on paid or unpaid leave does not count
30 towards the 1,250 hours requirement.

31 3. This leave shall be unpaid except to the extent that the employee has paid
32 sick leave, personal leave, or vacation available.

33 The twelve (12) workweeks include the time on sick leave as provided
34 above, unpaid "child rearing" leave, or unpaid medical leave.

35 4. Such leave may not be taken intermittently unless a serious health
36 condition is the reason for the leave.

- 1 5. All group health insurance benefits shall be maintained and paid for by
2 the board for up to twelve (12) workweeks during the family leave as if
3 the employee was not on leave. The employee remains responsible for
4 their contributions during this twelve workweek period.

- 5 6. On return from family leave, the employee is entitled to be restored to the
6 same position held when the leave began or to the most equivalent
7 position if the same position is filled by another bargaining unit member
8 as the result of a new hire or voluntary transfer.

- 9 7. This section is not intended to deprive an employee of any greater right
10 contained in any other section of the contract or of state and federal law.

- 11 8. An employee may not be gainfully employed with another employer nor
12 engage in self-employment while on FMLA or other sick or medical leave
13 from the Willoughby-Eastlake City school district, unless a physician's
14 certification is submitted confirming specifically that the employee is
15 capable of the specific non-district work, but not able to carry out the
16 functions of his/her district job; the employer also has the specific right
17 to demand a physician's statement at any time and to require the
18 employee to complete a medical examination by a physician appointed by
19 the board. Complete information regarding FMLA appears in the
20 appendix to this agreement.

ARTICLE 22 - CLOTHING ALLOWANCE REIMBURSEMENT

A. All employees except bus mechanics shall be given a uniform allowance of \$215.00 for 2010-11. Payment shall be made at the time of the first pay in January, upon providing receipts.

Bus mechanics will not receive the clothing allowance, but the Board will provide six (6) uniforms weekly.

The Board will provide rain gear for the grounds crew and Maintenance department. The Board will provide rain gear and gloves for the mechanics.

B. All bus mechanics shall be granted a tool allowance of \$240.00 for 2010-11. Payment shall be made at the time of the first pay in January.

Each bus mechanic newly-employed will be granted a one-time tool allowance of \$850 for metric tools if the mechanic provides itemized receipts dated after his/her date of hire to corroborate such purchase. Tools so purchased shall be high quality, professional grade tools. Upon severance from the district, the mechanic will reimburse the district for one-third of the tool allowance, if severance occurs within three years. Any purchases less than \$2,200 shall be prorated on a 36% formula, but no more than \$850. The tool allowance shall be \$880 for 2010-11. Receipts shall be held until at least \$500 in tools have been purchased. The same provisions apply regarding severance from the district.

C. The Board will issue safety equipment as is determined necessary by the supervisor, and/or is required by law. The Board shall provide insurance coverage in an amount not to exceed \$50,000 for each mechanic's personal tools in the transportation department. This coverage will only be effective for tools that are physically located in the depot, not tools carried on school trucks. The insurance will cover losses caused by theft or by fires, acts of God, etc., that may occur after hours, when the depot is closed. The insurance also will cover losses caused by fires, acts of God, etc. that may occur when the depot is open.

It shall be each mechanic's responsibility to maintain an accurate up-to-date list which describes his/her tools and to file that list with the transportation manager. It is also each mechanic's responsibility to produce any documentation required by the insurance company to justify replacement costs.

- 1 D. Newly hired employees, laid-off, or employees on an approved leave
- 2 of absence who return to the employ of the district subsequent to
- 3 payment of the clothing allowance at the normal yearly time, shall
- 4 have the clothing allowance prorated on a per month basis. Such
- 5 payments are based upon the amount of time worked in the previous
- 6 year. The term "previous year" shall be the period of January 1 of the
- 7 previous calendar year to December 31 of the same year.

1 **ARTICLE 23 - TRAVEL ALLOWANCE**

2 When employees are required as part of their job, or where employees are
3 assigned to more than one building during the course of the work day, the
4 employee shall be paid mileage for travel in their personal vehicle at the IRS rate
5 in existence at the time of the expense; however, no retroactive mileage
6 reimbursement shall be granted.

1 **ARTICLE 24 - HOLIDAYS**

2 A. All employees shall be paid for legal and Board declared holidays
3 which occur during the employees assigned work year.

4 1. Employee will not qualify for a paid holiday if he/she has not
5 accrued earnings (if he has a docked day) on his next following
6 schedule work days before and after the seven legal and two
7 Board granted holidays.

8 B. The following fourteen (14) holidays will be granted:

- | | | |
|----|---------------------------------------|------------------------|
| 9 | Labor Day | Martin Luther King Day |
| 10 | OAPSE Day | President's Day |
| 11 | Thanksgiving Day | Memorial Day |
| 12 | Friday after Thanksgiving | New Year's Day |
| 13 | Christmas Day | Good Friday |
| 14 | (plus 3 days during Christmas recess) | |
| 15 | Independence Day | |

16 C. Any employee required to perform work on a paid holiday, shall be
17 paid at the rate of time and one-half (1 1/2) in addition to his daily
18 rate.

1 **ARTICLE 25 - PERSONNEL RECORDS**

2 Personnel files shall be maintained in accord with the following provisions:

- 3 A. Personnel records shall be kept up-to-date and on file for reference at
4 all times. Each employee shall have the right, by appointment, to
5 review the contents of his/her personnel file. A representative of the
6 Association may at the employee's request accompany the employee in
7 reviewing his/her personnel file.
- 8 B. Access to the personnel file shall be available during regular office
9 hours to the employee and/or his/her representative upon
10 appointment. Access shall be provided within a reasonable time (e.g.,
11 within 48 hours unless not practical) after submission of the request.
12 The review of the file shall be in the presence of the
13 Superintendent/designee. Neither the file or any part thereof shall be
14 removed from the office by the employee or superintendent/designee.
15 Privileged information such as confidential credentials and related
16 personal references normally sought at the time of employment are
17 specifically exempted from such review.
- 18 C. Any materials placed in an employee's file shall carry the date of
19 enclosure and initials of the Superintendent or designee. It shall be
20 signed and dated by the employee. This shall be witnessed by a Union
21 official who shall also sign and date the material. If the employee
22 refuses to sign the material, then the Union official shall sign and
23 indicate that the employee refused to sign. Anonymous letters and
24 materials shall not be placed in an employee's file nor shall they be
25 made a matter of record.
- 26 D. The employee will be given a copy of any written records of
27 reprimands or disciplinary action which is placed in his/her personnel
28 file.
- 29 E. Any written record of reprimand or disciplinary action may be
30 removed from his/her file after two (2) years by specific written
31 request from the employee to the Assistant Superintendent, within
32 five (5) working days after the written request has been received.
33 Failure to remove the requested record may be appealed to the Board
34 of Education, in an executive session of the Board, after
35 communicating a request to the Superintendent. All such items
36 removed from a bargaining unit member's personnel file will be kept
37 in a separate file in accordance with the Public Records law.

38 In the event that the board receives a request for access to a bargaining
39 unit member's personnel file, the bargaining unit member will be notified.

1 In the event that the Board receives a request for access to a
2 bargaining unit member's personnel file, the bargaining unit member
3 will be notified.

4 F. Nothing in this article shall preclude the right of seeking removal of
5 documents from the personnel file pursuant to ORC 1347.

6 G. Email which meets the definition of a public record will be treated as
7 such.

1 **ARTICLE 26 - ASSOCIATION PARTICIPATION AT BOARD MEETINGS**

2 1. The Board of Education recognizes the importance of the Association
3 at the Board of Education meetings and, therefore, extends to the
4 Union the courtesy to address any issue of concern during the public
5 participation portion of the agenda. It is expected that when an
6 Association position is stated by the President of the Association or
7 his designee, it will be publicly identified as such.

8 2. Further, it is agreed that to service full understanding of the proposed
9 Board discussion at meetings, agendas will be forwarded to the
10 designate of the Association in the Board determined pattern for the
11 distribution of agendas in advance of meetings.

1 **ARTICLE 27 - INSURANCES**

2 Health insurance plans are described in an appendix to this agreement.
 3 Dependent coverage ceases at ages prescribed in state and federal law. Ex-
 4 dependent coverage shall be provided in accordance with COBRA rules and
 5 applicable law. The Board reserves the right to select/change carriers for any
 6 insurance plan.

7 Definition: in all cases in this contract, the term "fully insured equivalent" shall
 8 refer to the charges for each item of coverage, i.e., medical, prescription drug,
 9 dental, vision, and hearing, as shown in Table 1, below. (Amounts are adjusted
 10 annually.)

11 **TABLE 1**
 12 **DEFINITION OF FULLY INSURED EQUIVALENT**

PLAN: SINGLE COVERAGE		
1	Medical	\$ xxx.xx
2	Prescription Drug	\$ xxx.xx
3	Dental	\$ xxx.xx
4	Vision	\$xxx.xx
5	Hearing	\$xxx.xx
	Single Coverage Total FIE:	\$XXX.XX

PLAN: SINGLE PLUS ONE COVERAGE		
1	Medical	\$ xxx.xx
2	Prescription Drug	\$ xxx.xx
3	Dental	\$ xxx.xx
4	Vision	\$xxx.xx
5	Hearing	\$xxx.xx
	Single Plus One Total FIE:	\$XXXX.XX

PLAN: FAMILY COVERAGE		
1	Medical	\$ xxx.xx
2	Prescription Drug	\$ xxx.xx
3	Dental	\$ xxx.xx
4	Vision	\$xxx.xx
5	Hearing	\$xxx.xx
	Family Total FIE:	\$XXXX.XX

13 (For those persons entitled to coverage under cobra law, the amount may also
 14 include a 2% administrative fee, calculated on the basis of the total fie shown
 15 in table 1, above.)

1 A. Eligibility

2

TABLE 2

3

EMPLOYED BEFORE 9-1-06

WEEKLY HOURS	AVAILABLE PLAN	PLAN CONTENTS	EMPLOYEE PAYMENTS
≤ 19	None	None	\$0
≥ 20	Single	Medical Drug Dental Vision Hearing	\$20/mo. Co-pays described below. \$5/mo. As provided in plan. As provided in plan.
≥ 20	Single + 1	Medical Drug Dental Vision Hearing	\$30/mo. Co-pays described below. \$20/mo. As provided in plan. As provided in plan.
≥ 20	Family w/1 dep.	Medical Drug Dental Vision Hearing	\$30/mo. Co-pays described below. \$30/mo. As provided in plan. As provided in plan.
≥ 20	Family w/2 dep.	Medical Drug Dental Vision Hearing	\$40/mo. Co-pays described below. \$30/mo. As provided in plan. As provided in plan.
≥ 20	Family w/3 dep.	Medical Drug Dental Vision Hearing	\$50/mo. Co-pays described below. \$30/mo. As provided in plan. As provided in plan.
≥ 20	Family w/4 dep.	Medical Drug Dental Vision Hearing	\$60/mo. Co-pays described below. \$30/mo. As provided in plan. As provided in plan.
≥ 20	Family w/5+ dep.	Medical Drug Dental Vision Hearing	\$70/mo. Co-pays described below. \$30/mo. As provided in plan. As provided in plan.

4

Those persons employed on or after September 1, 2006 shall be eligible for health insurance (medical, drug, dental, vision, and hearing) as displayed in table 3, below.

5

6

1
2

TABLE 3
EMPLOYED AFTER 9-1-06

WEEKLY HOURS	AVAILABLE PLAN	PLAN CONTENTS	EMPLOYEE PAYMENTS
≤ 19.99	None	None	\$0
20—24.99	Single	Medical Drug Dental Vision Hearing	\$20/mo.+35% Single FIE Co-pays described below. \$5/mo. As provided in plan. As provided in plan.
20—24.99	Single + 1	Medical Drug Dental Vision Hearing	\$30/mo.+35% Single +1 FIE Co-pays described below. \$20/mo. As provided in plan. As provided in plan.
20—24.99	Family w/1 dep.	Medical Drug Dental Vision Hearing	\$30/mo. + 35% Family FIE Co-pays described below. \$30/mo. As provided in plan. As provided in plan.
20—24.99	Family w/2 dep.	Medical Drug Dental Vision Hearing	\$40/mo. + 35% Family FIE Co-pays described below. \$30/mo. As provided in plan. As provided in plan.
20—24.99	Family w/3 dep.	Medical Drug Dental Vision Hearing	\$50/mo. + 35% Family FIE Co-pays described below. \$30/mo. As provided in plan. As provided in plan.
20—24.99	Family w/4 dep.	Medical Drug Dental Vision Hearing	\$60/mo. + 35% Family FIE Co-pays described below. \$30/mo. As provided in plan. As provided in plan.
20—24.99	Family w/5+ dep.	Medical Drug Dental Vision Hearing	\$70/mo. + 35% Family FIE Co-pays described below. \$30/mo. As provided in plan. As provided in plan.

1
2

TABLE 3 (Continued)
EMPLOYED AFTER 9-1-06

WEEKLY HOURS	AVAILABLE PLAN	PLAN CONTENTS	EMPLOYEE PAYMENTS
25—29.99	Single	Medical Drug Dental Vision Hearing	\$20/mo.+15% Single FIE Co-pays described below. \$5/mo. As provided in plan. As provided in plan.
25—29.99	Single + 1	Medical Drug Dental Vision Hearing	\$30/mo.+15% Single +1 FIE Co-pays described below. \$20/mo. As provided in plan. As provided in plan.
25—29.99	Family w/1 dep.	Medical Drug Dental Vision Hearing	\$30/mo. + 15% Family FIE Co-pays described below. \$30/mo. As provided in plan. As provided in plan.
25—29.99	Family w/2 dep.	Medical Drug Dental Vision Hearing	\$40/mo. + 15% Family FIE Co-pays described below. \$30/mo. As provided in plan. As provided in plan.
25—29.99	Family w/3 dep.	Medical Drug Dental Vision Hearing	\$50/mo. + 15% Family FIE Co-pays described below. \$30/mo. As provided in plan. As provided in plan.
25—29.99	Family w/4 dep.	Medical Drug Dental Vision Hearing	\$60/mo. + 15% Family FIE) Co-pays described below. \$30/mo. As provided in plan. As provided in plan.
25—29.99	Family w/5+ dep.	Medical Drug Dental Vision Hearing	\$70/mo. + 15% Family FIE) Co-pays described below. \$30/mo. As provided in plan. As provided in plan.

1
2

TABLE 3 (Continued)
EMPLOYED AFTER 9-1-06

WEEKLY HOURS	AVAILABLE PLAN	PLAN CONTENTS	EMPLOYEE PAYMENTS
≥ 30	Single	Medical Drug Dental Vision Hearing	\$20/mo. Co-pays described below. \$5/mo. As provided in plan. As provided in plan.
≥ 30	Single + 1	Medical Drug Dental Vision Hearing	\$30/mo. Co-pays described below. \$20/mo. As provided in plan. As provided in plan.
≥ 30	Family w/1 dep.	Medical Drug Dental Vision Hearing	\$30/mo. Co-pays described below. \$30/mo. As provided in plan. As provided in plan.
≥ 30	Family w/2 dep.	Medical Drug Dental Vision Hearing	\$40/mo. Co-pays described below. \$30/mo. As provided in plan. As provided in plan.
≥ 30	Family w/3 dep.	Medical Drug Dental Vision Hearing	\$50/mo. Co-pays described below. \$30/mo. As provided in plan. As provided in plan.
≥ 30	Family w/4 dep.	Medical Drug Dental Vision Hearing	\$60/mo. Co-pays described below. \$30/mo. As provided in plan. As provided in plan.
≥ 30	Family w/5+ dep.	Medical Drug Dental Vision Hearing	\$70/mo. Co-pays described below. \$30/mo. As provided in plan. As provided in plan.

3
4

TABLE 4
DRUG CO-PAYS FOR ALL EMPLOYEES WHO RECEIVE HEALTH INSURANCE

RETAIL (30-DAY SUPPLY)	
Multi-source brand name	\$30
Single-source brand name	\$15
Generic	\$10
MAIL ORDER (90-DAY SUPPLY)	
Generic	\$15

1 *DEDUCTIBLES, CO-PAYS, MAXIMUMS, ETC., AS SET FORTH IN PLAN DESCRIBED IN
2 APPENDIXES IN THIS DOCUMENT.

3 In all cases, FIE refers to fully insured equivalent, as defined elsewhere in this
4 contract.

5 Deductibles, co-pays, maximums are set forth in insurance plan as displayed in
6 the appendix to this contract.

7 The monthly charges for dependents ages 26 and 27 are determined annually by
8 the carrier, and are in addition to charges determined by size of family shown in
9 Tables 2 and 3. Dental and vision coverage is not provided to dependents over
10 age 24.

11 1. Regular employees working less than 20 hours per week shall be
12 limited to the benefit described for such employees in "F. Term Life
13 Insurance".

14 2. The administration shall provide all new employees with insurance
15 enrollment applications along with their contracts to be filled out
16 immediately. It is expected that this procedure will guarantee
17 automatic coverage without a medical examination. After 31 days of
18 employment, evidence of insurability is required. Such medical
19 examination shall be at the employee's expense.

20 3. In the event an employee loses insurance because the employee's
21 spouse loses his/her insurance coverage due to a layoff, death, etc., the
22 employee may enroll in the district's insurance program, as provided
23 by law. If the employee has received the insurance "waiver" provided
24 elsewhere in this article, such waiver shall be reimbursed to the
25 district.

26 B. Coverage

27 1. The preferred provider plan (PPO) as described in the appendix to this
28 agreement shall be considered the "base plan", with any other medical
29 plan(s) as the "optional plan". The district agrees to continue the
30 coverage set forth in either plan, and is not obligated to commit to
31 provide that coverage through a plan bearing that name or the same
32 carrier. Should an optional plan be made available, and such plan costs
33 more than the base plan, employees electing to participate in the
34 optional plan shall pay, in addition to the contributions set forth in the
35 tables above for the base plan, 100% of the annual difference in cost
36 between the optional plan and the base plan, for the coverage (single,
37 single plus one, or family) selected by the employee. The Board shall
38 provide each employee and dependents with the health plan benefits as

1 they are described in the appendices to this agreement. (The Board
2 reserves the right to select the carrier for each plan).

3 2. The administration will make every reasonable effort to provide that
4 neither the insured employee nor any member of his/her family need
5 see any insurance representative in order to be covered; however, the
6 employee must send in his/her enrollment card promptly.

7 3. The Board will provide a group dental insurance plan for eligible
8 employees to be effective during the term of this contract. The full cost
9 of this program and increases therein shall be paid by the Board for
10 individual coverage.

11 The Board shall provide a Prescription Drug Program for both single
12 and family and pay the full costs of same for employees eligible for
13 health insurance.

14 The prescription drug policy shall include a generic mandate. If the member
15 or spouse or dependent chooses a brand-name drug when a generic is
16 available, the employee will pay, in addition to the co-pay set forth above, the
17 full difference in cost between the generic equivalent and the name-brand drug
18 selected, regardless of any "dispense as written" notation by the physician or
19 the patient's personal preference, absent documented medical necessity.

20
21 D. The Board shall provide a vision care program for both single and family
22 plans for those eligible for health insurance, and pay the full costs of same
23 and any increase thereof.

24
25 E. Term Life Insurance

26 Term life insurance will be carried on the lives of all employees in the
27 amount of \$50,000. An employee shall have the option to purchase an
28 additional block of \$10,000 of life insurance at the employee's cost at the
29 group rate. Term life insurance may be converted without physical
30 examination within thirty (30) days of leaving the system or upon
31 attaining the age of 65.

32 Any insured having a spouse working full time in the system and who has
33 him/her insured under the family plan will also have \$50,000 life
34 insurance on that spouse as well as on himself/herself.

35 Regular employees working less than 20 hours per week shall have term
36 life insurance carried on their lives in the amount of \$10,000, with such
37 premiums being paid by the Board. If the carrier agrees, such employees
38 shall also be eligible for the option to purchase additional life insurance as
39 described above.

1 E. Any employee who is covered by his/her spouse's family health
 2 coverage may annually waive his/her coverage in writing and receive a
 3 cash waiver bonus of \$1,000 to \$2,000 per year based on number of
 4 participants. This option does not include two Willoughby-Eastlake
 5 employee families, for those commencing employment with the 2006-
 6 07 school year; nor to any employee who works less than 30 hours per
 7 week. The waiver must clearly explain the procedure for enrollment if a
 8 spouse's coverage is lost during the year. This waiver shall occur at the
 9 time of initial employment and annually thereafter. The waiver is
 10 contingent upon the employee paying back all waiver dollars to the
 11 Board if he/she rejoins the plan for any reason during the year. There
 12 shall be no insurability question if the employee enrolls in September
 13 or if he/she enrolls within ninety (90) days of the loss of coverage.

14 Waiver Schedule

15	Number of Employees	Payment Schedule
16	0 – 50	\$1,000
17	51–100	\$1,500
	Over 100	\$2,000

18 G. The Board will designate one non-management person who works
 19 under the authority of the Assistant Superintendent, or may contract
 20 with a non-district employee, whose number one priority will be to
 21 work specifically on employee concerns and problems in relation to
 22 the designated insurance carrier. This person will facilitate such
 23 meetings of employees and/or union representatives with
 24 representatives of the insurance carrier as the Union may request,
 25 assist employees with their claims, and handle problems by dealing
 26 with the carrier on behalf of employees. Said person shall meet with
 27 Union representatives as requested by an individual employee
 28 through the Union for the purpose of reviewing the status of claims
 29 and claim problems. The confidentiality of the employee's
 30 information shall be guaranteed by both the Board and the Union.

31 H. Each member shall receive an insurance booklet identifying all
 32 coverages.

33 I. The Board shall provide 100% replacement value insurance coverage
 34 for any Board-owned equipment being transported in an employee's
 35 personal vehicle as part of an employee's job responsibility.

36 J. When a district employee's spouse is eligible for and enrolled in a
 37 health insurance plan with his/her employer or retirement provider,
 38 that plan will be considered primary coverage for the spouse. The
 39 spouse is eligible to enroll in the district's plan at no added cost for

1 secondary coverage. Should the district employee's spouse elect not to
2 obtain/participate in their employer's coverage, the district employee
3 shall pay 17.5% of the combined wages/salary of the district's
4 employee and spouse, up to a maximum of \$85 per month for family
5 health coverage, in addition to any other contributions otherwise due.
6 Should the spouse elect their employer's coverage, that coverage
7 would be primary. This provision shall take effect on November 1,
8 2004 and thereafter on the day the spouse becomes eligible for
9 coverage or on the day the employer of the spouse first provides for
10 enrollment in its health plan. This provision shall not apply when the
11 spouse is required by his/her employer to pay more than 50% of the
12 premium or equivalent rate cost of their employer's plan. In the event
13 that the spouse loses coverage with her/his employer, the spouse of
14 the district employee may re-enter the district's health insurance plan,
15 beginning with the date of the loss of such coverage. Employees will
16 be required to annually verify their spouses eligibility for coverage in
17 the plan of the spouse's employer. Any employee provided false or
18 inaccurate information will be required to repay the Board at the rate
19 of \$85 or 17.5% of the combined wages/salary of the district's
20 employee and spouse, whichever is less, per month for each affected
21 month and will be subject to discipline, including suspension without
22 pay and possible contract termination.

23 K. The Board shall adopt such plans as may be required/permitted by
24 law to provide employees an exemption from payment of income taxes
25 on health insurance plans.

1 **ARTICLE 28 - NO STRIKE PLEDGE**

2 In consideration of the rights and privileges extended to the Employee
3 Association pursuant to or arising from the foregoing provisions of this
4 instrument that during the term of the Agreement, the parties hereto agree that
5 there shall be no strikes of any kind whatsoever; work stoppages; slowdowns; or
6 interference or interruption with the operations of the schools by any employee;
7 nor shall there be any strike or interruption of work during the term of this
8 assignment in support of or because of any disputes or disagreements between
9 any other persons (or other employees or unions) who are not signatory parties to
10 this Agreement, except where personal health and safety are endangered or
11 threatened. If these exceptions are the case, the employee shall file a written
12 statement with the Assistant Superintendent.

1 **ARTICLE 29 - DISCIPLINE AND DISCHARGE**

2 A. No employee shall be disciplined without cause and compliance with
3 applicable provisions of this Contract. Discharge for incidents of
4 misconduct or neglect of duty shall be subject to the progressive
5 disciplinary procedure.

6 B. The Employer agrees that the principles of progressive discipline shall
7 apply to all incidents disciplinary actions. Each act of discipline shall be
8 gauged by the severity of the offense. Progressive discipline does not
9 preclude immediate disciplinary action in cases of serious and/or overt
10 actions. Such suspensions may be upgraded to dismissal if a subsequent
11 investigation indicates such action is required.

12 C. Disciplinary actions shall be defined as warnings; reprimands (written or
13 oral); suspensions (with or without pay); and discharge.

14 D. Prior to any disciplinary interviews the employee shall be informed that this
15 is disciplinary in nature. All disciplinary interviews and reprimands shall
16 be made in private. For all disciplinary hearings or actions, an affected
17 employee may, if he/she deems it necessary request the presence of a
18 representative, and when such request is made, the hearing or action shall
19 not proceed until the employee has been given a reasonable period of time
20 to secure representation.

21 E. Nothing contained herein shall prevent verbal communications between
22 administrators and employees without the presence of a representative.
23 Such contacts including commendation, questioning, suggesting, directing,
24 reminding, and correcting, shall be termed casual and shall not require the
25 presence of a representative. If an employee believes such communication
26 is becoming disciplinary in nature, the employee has the right to ask that a
27 Union representative be present.

28 F. Prior to the suspension or discharge of an employee, the employee shall
29 receive prior notice of the possible action, with such notice containing
30 reason or reasons for the action. Prior to the suspension or discharge, said
31 employee shall be entitled to a hearing before the Superintendent, with
32 Union representation, for the purpose of discussing the reasons and
33 permitting the employee to offer defense in his/her behalf.

34 G. An employee shall be given a copy of any written warning, reprimand, or
35 other disciplinary action entered on his/her personnel record within five (5)
36 working days of the action taken. Such documents shall be signed by the
37 employee, with such signature indicating acknowledgment that the
38 document has been placed in his or her personnel file. If the unit member
39 refuses to sign the material, then the union official shall sign and indicate
40 that the bargaining unit member refused to sign. Further, the employee

1
2
3
4

and the Union President and/or Grievance Chairperson will receive a copy of any suspension and/or discharge notice within five (5) working days of the action. An employee who is disciplined must be disciplined within a reasonable period of time from the dates in which the events occur.



1 **ARTICLE 30 - CONTRACTING OUT**

2 The Board agrees not to attempt to eliminate or replace the bargaining unit by
3 contracting with an external party or parties to perform bargaining unit work,
4 without first discussing other options with the union, with such discussions
5 beginning no less than 120 days prior to the letting of bids for such a contract.
6 Work which is traditionally performed by members of this bargaining unit shall
7 not be contracted out; however, where the labor force in the bargaining unit is
8 insufficient to handle excess workload or where insufficient expertise exists
9 within the bargaining unit, the Board reserves the right to contract out specific
10 tasks. Contractors shall be expected to complete the specific task, including
11 cleanup. Those tasks which are not paid for by the Board, but are rather paid for
12 by school and non-school related groups are not required to be performed by the
13 members of the bargaining unit, but may be performed by them, as the district
14 workload permits. Specifically exempted from the terms of this Agreement are
15 vehicles not belonging to the District and used to transport band equipment.

16 In the event that insufficient work exists to fill a full-time vacancy, the Board may
17 initiate the reduction-in-force rules and procedures. In no case will the Board
18 reduce any position in hours solely to avoid the offering of benefits to an
19 employee.

1 **ARTICLE 31 - UNION REPRESENTATIVE**

2 The Grievance Chairperson or his/her designee shall be allowed reasonable time,
3 without loss of pay, to attend grievance hearings, provided such hearings are held
4 during the normal workday. Nothing in this contract shall obligate the
5 administration to conduct a grievance hearing during a grievant's normal
6 workday.

7 The Union shall furnish the Employer a written list of names of the Local
8 President, Vice President, Treasurer, Recording Secretary, and Grievance
9 Chairperson, indicating locations to which each is assigned. Further, the Union
10 shall promptly notify the Employer, in writing, of any changes therein.

1 **ARTICLE 32 - UNION VISITATION**

2 Non-employee representatives of the Union may enter the premises of any
3 operation of the employer, Monday through Friday, provided they follow the
4 employer adopted procedure for persons visiting any school facility. Such visits
5 shall not interfere with the work of any employee or operation of the employer.

1 **ARTICLE 33 - PROBATIONARY PERIOD**

2 The probationary period for all new employees shall be sixty (60) calendar days
3 to allow the Board to determine the fitness and adaptability of any new employee
4 it may hire to do the work required. The Employer shall have the sole discretion
5 to discipline or discharge such probationary employees and such action cannot be
6 reviewed through the Grievance Procedure. However, the Employer will not
7 discharge a probationary employee because of union membership or union
8 activity.

9 All promotions or transfers will be for a probationary period of twenty-five (25)
10 working days to allow the Board to determine the fitness and adaptability of the
11 employee to do the work required. Either the employee or the Employer shall
12 have the option of returning the employee to his/her previous position during
13 this probationary period. At the conclusion of the probationary period, the
14 employee shall be appointed to the new position.

15 The employer shall send a copy of all postings for Local 163 to the union.

1 **ARTICLE 34 - ADMINISTRATIVE MEETINGS**

2 The Board agrees that all employees required to attend administrative meetings
3 held at times other than the employee's regularly scheduled work day shall be
4 paid at the applicable rate. Administrative meetings shall include accident review
5 hearings. The Accident Review Policy (See Appendix to this Agreement) shall be
6 considered as part of this Agreement.

1 **ARTICLE 35 - REIMBURSEMENT OF FEES**

2 The Board will reimburse employees for the cost of any license (excluding driver
3 license) required to carry out assigned duties. The Board reserves the right to
4 specify the employee(s) who will be required to obtain necessary licenses.
5 License requirements established by law for the performance of any job stated in
6 the job description shall be considered a condition of employment.

7 The Board will pay \$15.00 toward the cost of fingerprinting/background checks
8 required by law.

1 **ARTICLE 36 - CLASSIFICATION PAY**

2 If any employee is assigned to perform duties in a higher classification than he or
3 she is regularly assigned, the employee shall receive the rate of pay normally paid
4 in the higher classification, if he or she works at least one continuous hour in the
5 higher classification. The employer shall not assign work in such a manner as to
6 avoid the higher classification pay to an employee. The employee assuming the
7 higher position shall be paid at the same step as his/her regular classification or
8 at the top of the higher classification if his/her normal step exceeds that of the
9 other classification.

1 **ARTICLE 37 - HOURS OF WORK**

2 A. The standard work day for bargaining unit members is eight (8)
3 hours, including two (2) paid fifteen (15) minute breaks. A regular
4 building custodian may substitute for other custodians and may work
5 up to four (4) additional hours per day for a period not to exceed ten
6 (10) consecutive working days. The employee must then return to a
7 regular eight (8) hour shift for five (5) consecutive days, after which
8 the employee may again work overtime as per the above periods.
9 Within each building overtime shall be offered to regular custodians
10 before offered to substitutes.

11 B. All hours after eight (8) in one work day shall be paid at the rate of
12 time and one-half (1 1/2) providing forty (40) hours are worked in the
13 week. All hours over forty (40) worked in one week shall be paid at
14 time and one-half (1 1/2), travel time between buildings shall be
15 counted as hours worked. Holidays shall be considered as days
16 worked.

17 C. All personnel required to report back to work after the completion of
18 the normal work assignment shall receive a minimum of two (2) hours
19 payable at the rate of time and one-half (1 1/2). An employee has three
20 options in a "call-in" situation: 1) Work the entire day of the call-in
21 and "bank" a minimum of three hours' compensatory time; 2) work
22 the entire day and be paid in cash for the three hours' overtime; or 3)
23 take three hours of compensatory time during the same or some other
24 workday, with the agreement of the supervisor.

25 This section does not apply to overtime hours added directly on to an
26 employee's regular hours, or if the employee agrees to work overtime
27 at some specific event that is to be held in the future.

28 D. Employees called out for emergency snow removal shall receive
29 premium pay for all hours worked, providing the work is done
30 between 11 p.m. and 4 a.m. the next day.

31 E. For those employees not assigned to a particular building, overtime
32 assignments shall be offered on a rotating basis by job titles within job
33 classifications. For employees assigned to a particular building,
34 overtime assignments shall be offered on a rotating basis to
35 employees working in the building within the job classification. In
36 situations where overtime overlaps into the next shift or weekends
37 and is offered in equal hour increments, it shall be awarded on a
38 rotation basis. If the employees eligible for the assignment refuse the
39 offer of overtime, the employer shall have discretion over how that
40 overtime assignment is distributed. The employer shall determine the

1 amount of overtime available to unit members. A recurrent overtime
2 situation, i.e., one which can be expected to continue on a regular and
3 predictable day of the week or weekend over a period of at least a
4 month, and for which more than one employee is eligible, may be
5 scheduled to minimize the inconvenience resulting from assignment
6 of a different employee every day, provided that the concept of equal
7 chance for overtime is maintained.

8 F. By mutual agreement of the administration and employee, overtime
9 worked may be paid in compensatory time rather than cash. Rates of
10 accumulation and maximum hours of compensatory time shall be in
11 accord with provisions of the Fair Labor Standards Act. No more than
12 fifteen (15) days compensatory time may be accumulated before being
13 taken. Compensatory time must be taken within six months of its
14 accumulation, or cash payment must be made therefor. The days
15 during which compensatory time may be taken must be approved by
16 the supervisor so that no disruption of work will occur.

17 G. Overtime not approved in advance by the Building Principal or
18 Manager of Buildings and Grounds will be disallowed, except where
19 circumstances not within the control of the employee arise.

20 H. Maintenance and grounds crew employees may be directed to park
21 vehicles assigned them in locations other than the administration
22 complex or the Transportation Depot. Those employees will be expected
23 to provide their own transportation to and from the location where the
24 vehicles are parked.

25 I. Mechanics shall be granted ten (10) minutes of personal clean-up time at
26 the end of their shift.

27 J. A system for assigning overtime for custodial staff shall be piloted during
28 the term of this contract, with the intent that such assignments will be
29 made on the basis of district seniority, and rotated in order as such
30 assignments are identified. The system shall provide for refusal of
31 overtime, and shall not exclude the plant supervisors; nor shall it
32 guarantee a minimum amount of overtime for any employee.

1 **ARTICLE 38 - LUNCH TIME**

2 Except in emergency situations, all employees are granted a minimum thirty (30)
3 minute uninterrupted lunch period. All employees will be granted up to a ten
4 (10) minute clean-up period where necessary before the start of a lunch break.
5 All employees may leave their work site during lunch. Travel time from the
6 assigned work site to a lunch site of the employee's choice and returning from the
7 lunch site to the assigned work site is included in this thirty minute period.

8 When it is necessary for grounds and/or maintenance workers to take more than
9 thirty (30) minutes for their lunch break, time in excess of thirty (30) minutes
10 will be worked at the end of the day. All other bargaining unit members must
11 receive permission from their supervisor if they need to exceed their thirty (30)
12 minute lunch break. As with the grounds and/or maintenance workers, time in
13 excess of thirty (30) minutes will be worked at the end of the day. No more than
14 one (1) hour may be taken for lunch, unless otherwise approved.

1 **ARTICLE 39 - BREAKS**

2 Two (2) fifteen (15) minute breaks shall be established for all employees who
3 work more than six (6) consecutive hours per day. The first break shall occur at
4 the approximate midpoint of the first half of the work day, and the second break
5 shall occur at the approximate midpoint of the second half of the work day.

6 Travel time from the assigned work site to a break site of the employee's choice
7 and returning from the break site to the assigned work site is included in the
8 break time period.

ARTICLE 40 - VACATIONS

2 A. Vacation periods for twelve-month employees will be calculated on
3 the basis of the service rendered. Such vacation shall accrue on a
4 monthly basis from the date of initial employment with the Board.
5 The amount to be accrued for each employee will be determined by
6 dividing the number of days to which the employee is entitled for a
7 year of service, based on the number of years he/she has been
8 employed by the district (as shown in the vacation table given below),
9 by 12 (months). If a fraction of a day results from this division, and
10 the fraction is less than or greater than a half-day, the fractional day
11 cannot be taken; the employee must wait until either a half-day or full
12 day of vacation has been accrued to take that day. For purposes of
13 determining the rate of vacation accrual, employees put under Board
14 contract under terms of previous collective bargaining agreements
15 shall be considered as having commenced their first year of
16 employment on the first day of said contract, and the rate of accrual of
17 vacation shall be calculated based on that date, rather than the
18 previous method of using September 1 as the commencement date.
19 However, no retroactive vacation days shall be granted under this or
20 any other provision of this Agreement. The minimum rule of six
21 months' employment before accrued vacation may be taken shall be
22 maintained, unless the Associate Superintendent for Business (or
23 Business Manager) shall decide that such unusual circumstances exist
24 as to warrant an exception; as with all previous employees, periods
25 spent as a substitute before entering full contractual status will not be
26 counted toward accrual of vacation time, and in no case shall any
27 employee be entitled to more than 21 days' vacation, as shown
28 elsewhere in this Article.

29 Any change in the rate of vacation accrual resulting from this
30 paragraph shall take effect as of the date of signature of all parties to
31 the 1987 - 89 Agreement. All other provisions of this Article remain in
32 full force and effect for all employees. No provision of this section
33 shall be interpreted in such a way as to impact upon an employee's
34 salary/wage schedule placement, nor shall it alter the method of
35 determining seniority rankings.

36 B. Vacation table:

37	After 1 year through 5 years:	10 days
38	After six years' service:	11 days
39	After seven years' service:	12 days
40	After eight years' service:	13 days
41	After nine years' service:	14 days
42	After ten years' service:	15 days
43	After eleven years' service:	16 days

1	After twelve years' service:	17 days
2	After thirteen years' service:	18 days
3	After fourteen years' service:	19 days
4	After fifteen years' service:	20 days
5	After sixteen years' service:	21 days

- 6 C. No vacation may be taken until the end of the first six months of
7 employment, and at which time no more than five (5) days may be
8 taken, and only with the approval of the employee's supervisor.

- 9 D. Vacation may be advanced to an employee only under unusual
10 circumstances and only with the prior approval of the Superintendent
11 or Associate Superintendent for Business.

- 12 E. Vacation time may be accumulated for no more than two years, with
13 advance approval of the Associate Superintendent for Business.

- 14 F. Upon separation from employment, an employee shall be entitled to
15 compensation at his current rate of pay for all lawfully accrued and
16 unused vacation leave to his credit for the two (2) years immediately
17 preceding his separation.

- 18 G. Requests for use of vacation must be submitted in writing and at least
19 one day prior to the desired day of use. This policy may be waived by
20 the Associate Superintendent/Business Manager/designee for
21 unusual or emergency circumstances.

- 22 H. Bus mechanics may take earned vacations at any time of the year,
23 except at such time as the Director of Transportation may indicate to
24 the Associate Superintendent for Business/Business Manager that
25 such vacations will unreasonably interfere with the operation of the
26 transportation department, in that situation only one mechanic may
27 be absent. If more than one mechanic has requested vacation at that
28 time, the most senior mechanic may be absent.

- 29 I. Truck drivers, maintenance workers, warehouse personnel and
30 custodial personnel may take vacation earned at any time of the year,
31 except two weeks prior to the opening of school, with the prior
32 approval of the immediate supervisor.

1 **ARTICLE 41 - LICENSES**

2 A. Any employee who has a job which requires the employee to drive a motor
3 vehicle shall be required to have and maintain the proper license issued by
4 the State of Ohio.

5 B. If the employee becomes uninsurable under the district's insurance
6 carrier, the Board shall have the following options:

7 1. Attempt to find the employee sufficient work within his/her current
8 classification that would not require the employee to drive. If unable to
9 do so, then:

10 2. Place the employee in a vacant position in a lower classification for
11 which the employee possesses all necessary qualifications, at that
12 classification's wage rate. If unable to do so, then:

13 3. Place the employee on an unpaid leave of absence.

14 The employee shall have a two year period to correct his/her record to the
15 point that the district can insure him/her under the district's insurance
16 policy, and, upon doing so, shall return to his/her previously held position.

17 Upon request of the employee to the Business Manager/Associate
18 Superintendent for Business, the standards for insurability/uninsurability
19 shall be made available to the employee within ten (10) days.

20 C. If the employee is unable to gain coverage under the district's insurance
21 during a two year period, he/she shall be subject to the discipline
22 procedure under Article 29, Discipline and Discharge, of the parties'
23 collective bargaining agreement.

24 D. If such an employee has his or her license suspended, then that employee
25 shall be removed from his/her position pending reinstatement of the
26 license, and shall not receive pay for the period of the removal. Any
27 employee who has his/her driver's license suspended, but does not report
28 this to the immediate supervisor shall be subject to appropriate
29 disciplinary action, which may include termination.

1 **ARTICLE 42 - HEALTH & SAFETY**

2 Health and safety issues will be discussed at periodic labor/management
3 meetings, including such meetings as the Superintendent's Advisory Group
4 meetings. Such issues as cannot be resolved by such meetings will be
5 investigated by the administration, which may use the services of professionally
6 trained consultants in decision solutions to the problems. In addition, the
7 administration will provide such training and safety protection devices and
8 procedures as may be legally required for the protection of employees.

9 The Head Mechanic and Transportation Manager, in consultation with the bus
10 mechanics, shall develop a list of times or circumstances when at least two
11 mechanics must respond to a road call. Consideration shall be given to the
12 nature of the mechanical problem and the safety of students, driver, and
13 mechanics. A good faith effort shall be made to have at least two bus mechanics
14 on duty during all regularly scheduled work hours.

15 Employees shall not be required to drive tractors on public highways while it is
16 raining.

1 **ARTICLE 43 -- DRUG AND ALCOHOL POLICY**

2 The Board shall have the right to adopt a drug and alcohol policy sufficient to
3 meet the mandates of federal law.



1 **ARTICLE 44 - RIGHTS OF THE BOARD**

2 The Union recognizes that the Board has the responsibility and the right to
3 manage and decide, on behalf of the public, all of the operations and activities of
4 the school district to the fullest extent authorized by law. The Union further
5 recognizes that the Superintendent of Schools is the chief executive officer and
6 that the Board delegates to the Superintendent, or his designees, the
7 responsibility to manage, direct and develop the necessary procedures, rules and
8 regulations to implement the policies of the Board. The exercise of these powers,
9 rights, authority, duties and responsibilities by the Board and Superintendent
10 and the adoption of such policies by the Board and the development and the
11 implementation of procedures, rules and regulations by the Superintendent or
12 designees, shall be limited only by the specific terms of this Agreement.

ARTICLE 45 – WAGES

1. BASE SALARY – SEPTEMBER 1, 2010 - 1.0%.

Custodians, Maintenance, Mechanics
Salary Schedule
2010-2011

Years' Experience	General Cleaning	Assistant Custodian	Custodian (Unsupervised) Asst. Day Custodian	Truck Driver	Grounds Maintenance	Utility Bus Mechanic, Assistant Maintenance	Bus Mechanic, Journeyman Painter, Mason, Carpenter, Electrician, HVAC, Plumber	Master Painter, Mason, Carpenter, Electrician, HVAC, Plumber, Bus Mechanic
	(Class I)	(Class II)	(Class III)	(Class IV A)	(Class IV B)	(Class V)	(Class VI)	(Class VII)
0	15.09	19.10	19.70	19.70	19.70	20.25	23.64	24.00
1	15.61	19.79	20.25	20.25	20.25	20.81	24.29	24.66
2	15.91	20.10	20.58	20.58	20.58	21.11	24.58	24.91
3	16.21	20.42	20.78	20.78	20.78	21.33	24.83	25.15
4	16.46		21.09	21.09	21.09	21.64	25.18	25.43
5	16.74		21.38	21.38	21.38	21.87	25.33	25.64
6					21.70	22.18	25.70	25.95

(A) Longevity increments (cumulative) for Willoughby-Eastlake service, all classifications, providing the anniversary date occurs before December 31st, will be:

- After 10 years: 0.31/hour
- After 15 years: 0.32/hour
- After 20 years: 0.33/hour
- After 25 years: 0.05/hour



(B) Placement on the salary schedule for employees moving across classifications shall be to the first step in the new classification which will increase the employee's level of compensation; no transfer will result in a decrease in the employee's level of compensation.

(C) An employee specifically assigned to perform asbestos removal shall be paid a wage of \$28.05 per hour instead of his/her normal rate of pay, for the period of time spent in asbestos removal work.

The Manager of Buildings and Grounds will provide to the administration a list of those employees who, because of the need to communicate with them in a timely manner, are to receive a monthly stipend of no more than twenty dollars (\$20.00) to help defray the cost of a personal cell phone used in the conduct of district business. In the event an employee changes positions, such stipend may be withdrawn. If a cell phone is provided to an employee by the district, the monthly amount of reimbursement is not provided.

ARTICLE 46 – PROOFREADING

The parties agree that should a conflict arise with respect to the language contained in the signed and dated tentative agreement (“TA”) and the final written contract, the TA shall control.



ARTICLE 47 - COMPLETE AGREEMENT

The Board and the Association acknowledge that during negotiations which preceded this Agreement, (as contained in the Agreement Booklet with appendices), each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of collective bargaining/negotiations and that all the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in written provisions in this Agreement.

The written provisions of this Agreement constitute the whole and entire Agreement between the parties concerning any and all matters within the scope of collective bargaining.

Any matters or subject not covered herein have been waived by the parties for purposes of negotiations for the life of the Agreement. All other previously negotiated agreements not incorporated herein are null and void and of no further force and effect.

For the Board of Education:

For O.A.P.S.E. Local #163:

Assistant Superintendent

President

Treasurer

Negotiating Team Member

Superintendent

Negotiating Team Member

Negotiating Team Member

OAPSE Field Representative

Maint.

ARTICLE 47 - COMPLETE AGREEMENT

The Board and the Association acknowledge that during negotiations which preceded this Agreement, (as contained in the Agreement Booklet with appendices), each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of collective bargaining/negotiations and that all the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in written provisions in this Agreement.

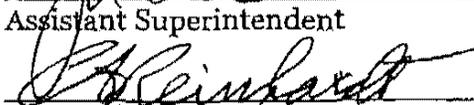
The written provisions of this Agreement constitute the whole and entire Agreement between the parties concerning any and all matters within the scope of collective bargaining.

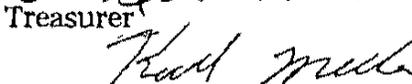
Any matters or subject not covered herein have been waived by the parties for purposes of negotiations for the life of the Agreement. All other previously negotiated agreements not incorporated herein are null and void and of no further force and effect.

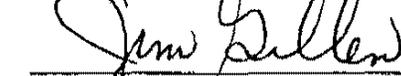
For the Board of Education:

For O.A.P.S.E. Local #163:

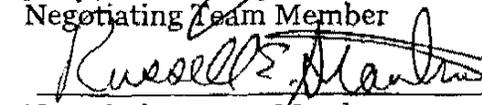

 Assistant Superintendent

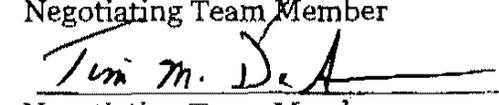

 Treasurer

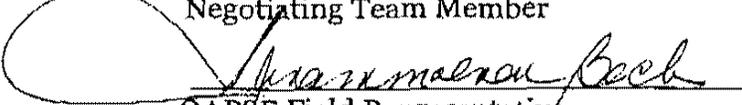

 Superintendent


 President


 Negotiating Team Member


 Negotiating Team Member


 Negotiating Team Member


 OAPSE Field Representative

Grievance Form

Grievance No. _____

Date: _____

Date alleged violation occurred: _____

Initiated: Step I: _____ (Date)

 Step II: _____ (Date)

 Step III: _____ (Date)

 Step IV: _____ (Date)

Statement of Grievance:

Facts:

Remedy Requested:

I have examined the facts and have determined that this constitutes a meritorious grievance.

(Employee's Signature)

SICK LEAVE AFFIDAVIT

Name _____ Employee ID Number _____
 Number of Working Days Absent _____ Building _____
 Absence beginning on _____ at _____ and absence ending at _____ on _____
 (Date) (Time) (Date) (Time)
 Length of Workday: Beginning at _____ and workday ending at _____
 (Time) (Time)

Reason for Absence:

- _____ Personal Illness
- _____ Personal Injury
- _____ Illness/Injury in Immediate Family Relationship: _____
- _____ Pregnancy
- _____ Exposure to Contagious Disease
- _____ Death of _____ on _____
 (Relationship) (Date)

Is this absence for a reason covered under FMLA leave? _____ yes _____ no

If medical attention was required, provide the following:

Name of attending physician: _____

Address of physician: _____

Dates consulted: _____

Hospitalized: Hospital: _____

Date Admitted: _____

Date Released: _____

 Employee's Signature Date

 Principal's or Supervisor's Signature Date

 Superintendent's or Designee's Signature Date

Distribution of copies: White, payroll; Yellow, school; Pink, employee

Request for Medical Leave

(Classified Personnel)

I hereby request that the Willoughby-Eastlake Board of Education grant me a medical leave of absence:

_____, 19____, and _____, 19____.
(Beginning Date) (Ending Date)

My reason for the leave is: _____ Personal Illness
_____ Personal Disability
_____ Other Illness/Disability

(The following space may be used if desired, to give further explanation.)

(Date)

(Signature)

(Job Assignment)

(Building)

Please forward this request through your building principal or supervisor to the Personnel Office.

WILLOUGHBY-EASTLAKE CITY SCHOOL DISTRICT

***PAID PERSONAL LEAVE FORM**

Name _____ Employee Number _____

Number of Working Days to be Absent _____ Building _____

I hereby inform the Willoughby-Eastlake Board of Education that I shall take a paid personal leave day pursuant to the provisions of the Contract Agreement .

Absence beginning on _____ at _____ and ending at _____ on _____
(Date) (Time) (Time) (Date)

Length of Workday: Beginning at _____ and ending at _____
(Time) (Time)

Number of personal leave days used this school year: _____

Please check below the reason for such leave:

- | | |
|--|---|
| <input type="checkbox"/> Medical – not covered by sick leave | <input type="checkbox"/> Emergency, such as: |
| <input type="checkbox"/> Legal – not covered by legal leave | 1. Repairs to major appliances |
| <input type="checkbox"/> Religious | 2. House or dwelling of employee damaged by fire, flood, tornado, or severe accident |
| <input type="checkbox"/> Graduation | 3. Extreme travel conditions which made it impossible for an employee to report to work, or auto accident |
| <input type="checkbox"/> Honors Convocation | 4. Medical emergency to care for roommate |
| <input type="checkbox"/> Moving | |
| <input type="checkbox"/> Funeral – not in immediate family | |
| <input type="checkbox"/> Participation in a wedding | |
| <input type="checkbox"/> Educational requirements | |
| <input type="checkbox"/> Necessary personal or family business | |
| <input type="checkbox"/> FMLA | |

Employee's Signature

Principal or Supervisor's Signature

Date of Signature

Superintendent's Signature

*See policy instructions on reverse side

Job Consideration Request

To: Personnel Office

From: _____
(Employee)

(Present Position)

(Present Building)

Date: _____

Please consider me for the following position:

Posting No. _____ Building: _____

Job Classification: _____

Other Comments:

Please forward this request through your building principal or supervisor to the Personnel Office.

Accident Review Procedure

The following procedure will be followed in determining the action which shall be taken when an employee authorized to operate a vehicle owned or leased by the Board of Education is involved in an accident resulting in personal injury, death, or property damage in excess of \$500.00. Absent some evidence of the dollar amount of the damage, the Business Manager shall make the appropriate assessment, utilizing whatever assistance he/she deems necessary.

A written report of all accidents shall be filed by the employee with the Buildings and Grounds Manager within 24 hours of the accident, on forms supplied by the Buildings and Grounds Manager's Office, or during the immediately following workday, unless illness or injury to the employee prevents such, in which case the report shall be filed on the day the employee returns to work. If property damage is involved in an accident, the initial estimate of such damage shall be made by the Buildings and Grounds Manager or his/her designee, which designee may be an insurance company or adjustor or vehicle repair shop. Whenever an employee is driving a District vehicle on public roadways or through parking lots and there is physical contact between it and another vehicle or stationary object while the District vehicle is in motion, with any resulting damage to either vehicle or other object, but which is insufficient to warrant an accident report, the driver of the District vehicle shall file an incident report on such forms as may be prescribed by the administration. Upon the third filing of such incident report during a year, the driver may be required to attend a hearing to explain the cause of such incidents, and/or may be required to take corrective action to avoid such incidents in the future. Continuation of such incidents may lead to disciplinary action against the driver.

Three persons shall serve on a Review Panel to review the facts and circumstances of the accident. These persons will be:

1. Business Manager or Superintendent (Chair);
2. Assistant Superintendent or designee;
3. An employee of the Board of Education working in the same or similar capacity as the employee having the accident, selected by the employee involved in the accident, except that no such employee may be a relative by blood or marriage to the person being charged.

A review panel hearing will not be necessary for a first accident, if the involved driver informs the Buildings and Grounds Manager that he/she is at fault in the accident, and acknowledges that a letter will be placed in his/her personnel file.

Except under unusual circumstances, Review Panel hearings shall be held within 30 days of an accident. Unusual circumstances may include lack of information needed to conduct a full investigation of the accident or the absence of the employee due to the employee's illness or severe injury. When a hearing cannot

be held within the time limit for the reasons given, such hearing shall be held within 7 days of the receipt of the necessary information by the Buildings and Grounds Manager or Superintendent or within 7 days of the employee's return to work. Notice of any hearing shall be sent to the employee involved in the accident at least 3 days in advance of the hearing. The employee shall be entitled to union representation at the hearing, but such representative shall not be considered a member of the review panel. Under no circumstances shall any review be initiated later than six months after an accident.

It shall be the duty of the Review Panel to:

1. Investigate the accident as needed;
2. Give to the charged employee an opportunity to present evidence in his/her behalf;
3. Make a decision by majority vote as to whether the employee is:
 - a. Not at fault;
 - b. At fault;
 - c. At fault under mitigating circumstances.

The chairperson of the Review Panel shall write and sign the decision of the Panel and shall communicate this decision to the employee within five (5) days of the hearing.

Action which may be taken upon findings by the Panel are shown below.

1. When the Panel finds the employee not at fault, no further action shall be taken.
2. When the Panel finds the employee at fault, the Superintendent shall:
 - a. On the first such finding for that employee, issue a written reprimand to the employee, which reprimand shall be placed in the employee's personnel file until such time it is removed under provisions of collective bargaining agreement; the date of such reprimand shall be the same as the date of the accident;
 - b. On the second such finding for that employee, suspension the employee without pay for one to three days;
 - c. On the third such finding within two (2) year for that employee, the Superintendent shall recommend to the Board the termination the termination of the employee.
3. When the Review Panel finds an employee at fault with mitigating circumstances, a letter of caution and warning shall be sent to the employee by the Superintendent, but shall not be placed in the employee's

personnel file; the meaning of the term "mitigating circumstances" shall be determined by the Review Panel based upon the specific facts of each case.

4. In the event that a Review Panel reaches a finding of "At Fault" or "Not at Fault," and a court of competent jurisdiction later reaches an opposite finding, any member of the Review Panel may request a consideration hearing.

This policy shall apply equally to full time, part time, and substitute personnel, and to certificated as well as classified personnel.



Willoughby - Eastlake City Schools
Draft – Non-Grandfathered Benefits



Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	26	
Older Aged Child	28	
	Removal upon End of Month	
Overall Annual Benefit Period Maximum	Unlimited	
Benefit Period Deductible – Single/Family ¹	None	\$200 / \$400
Coinsurance	100%	90%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	Does not apply	\$1,000 / \$2,000
Physician/Office Services		
Office Visit (Illness/Injury) ²	\$20 copay, then 100%	\$20 copay, then 90% after deductible
Urgent Care Facility Services ²	\$20 copay, then 100%	\$20 copay, then 90% after deductible
Voluntary Second Surgical Opinion	100% after deductible	90% after deductible
Immunizations (tetanus toxoid, rabies vaccine, and meningococcal polysaccharide vaccine are covered services) ⁴	100% after deductible	90% after deductible
Preventative Services		
Preventive Services, in accordance with State and Federal law⁵	100% (no deductible)	\$20 copay, then 90% after deductible
Office Visit/Routine Physical Exams ²	100% (no deductible)	\$20 copay, then 90% after deductible
Well Child Care Services including Exam, Immunizations and Laboratory Tests – 32 visits per Lifetime; Birth to age 21	100% (no deductible)	90% after deductible
Routine Mammogram (limited to one per benefit period)	100% (no deductible)	90% after deductible
Routine Pap Test (One per benefit period)	100% (no deductible)	90% after deductible
Routine Sigmoidoscopy	100% (no deductible)	90% after deductible
Routine Colonoscopy (Age 50 and over)	100% (no deductible)	90% after deductible
All Routine Lab, X-rays and Medical Tests (Including, but not limited to; PSA and Bone Density Tests)	100% (no deductible)	90% after deductible
Outpatient Services		
Surgical Services	100% after deductible	90% after deductible
Diagnostic Services	100% after deductible	90% after deductible
Physical, Occupational and Chiropractic Therapy – Facility and Professional (Professional; combined 10 visits then Medical Review, Facility; Unlimited)	\$20 copay, then 100%	\$20 copay, then 90% after deductible
Speech Therapy (Professional; combined 10 visits then Medical	\$20 copay, then 100%	\$20 copay, then 90% after deductible

Review, Facility; Unlimited)		
Cardiac Rehabilitation	100% after deductible	90% after deductible
Chemotherapy	100% after deductible	90% after deductible
Radiation Therapy	100% after deductible	90% after deductible
Dialysis Treatment	100% after deductible	90% after deductible
Respiratory Therapy	100% after deductible	90% after deductible
Benefits	Network	Non-Network
Outpatient Services		
Emergency use of an Emergency Room ³	\$50 copay, then 100%	
Non-Emergency use of an Emergency Room ³	\$50 copay, then 100%	\$50 copay, then 90% after deductible
Inpatient Facility		
Semi-Private Room and Board	100% after deductible	90% after deductible
Inpatient Consultation	100% after deductible	90% after deductible
Maternity Services	100% after deductible	90% after deductible
Physical, Speech, Occupational Therapy	100% after deductible	90% after deductible
Cardiac Rehabilitation	100% after deductible	90% after deductible
Skilled Nursing Facility (100 days per benefit period)	100% after deductible	90% after deductible
Additional Services		
Allergy Testing and Treatments	100% after deductible	90% after deductible
Ambulance Services	100% after deductible	90% after deductible
Durable Medical Equipment	100% after deductible	90% after deductible
Home Healthcare	100% after deductible	90% after deductible
Hospice Services	100% after deductible	90% after deductible
Organ Transplants	100% after deductible	90% after deductible
Private Duty Nursing	100% after deductible	90% after deductible
Mental Health and Substance Abuse – Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		

Note: Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

¹Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.

²The office visit copay applies to the cost of the office visit only.

³Copay waived if admitted.

⁴Services are paid at percentage indicated unless it is a preventive service which includes

evidence-based services that have a "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

⁵ Preventive services include evidence-based services that have a "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

**Dental Plan
(with Orthodontia)**

General Provisions	
Benefit Period	January 1 thru December 31
Dependent Age Limit	19 / 24 Student Removal upon end of month
Benefit Period Maximum (per member)	\$1,000
Benefit Period Deductible (per member)	\$25
Orthodontic Lifetime Maximum (per member)	\$1,000
Preventive Services	
Oral Exams – two per benefit period	100% UCR
Bite Wing X-Rays – two sets per benefit period	100% UCR
Diagnostic X-Rays	100% UCR
Full Mouth/Panorex X-rays – one per 36 months	100% UCR
Tests and Lab Exams	100% UCR
Prophylaxis – two per benefit period	100% UCR
Flouride treatment – one treatment per benefit period, limited to dependents up to age 19	100% UCR
Space Maintainers – limited to eligible dependents up to age 19	100% UCR
Emergency Palliative Treatment – includes emergency oral exam	100% UCR
Restorative Services	
Consultations & Other Exams by Specialist	80% UCR after deductible
Minor Restorative Services	80% UCR after deductible
Endodontics/Pulp Services	80% UCR after deductible
Periodontal Services	80% UCR after deductible
Repairs, Relines & Adjustments of Prosthetics	80% UCR after deductible
Simple Extractions	80% UCR after deductible
Impactions	80% UCR after deductible
Minor Oral Surgery Services	80% UCR after deductible
General Anesthesia	80% UCR after deductible
Complex Services	
Gold Foil Restoration	80% UCR after deductible
Inlays, Onlays – one every five years per tooth	80% UCR after deductible
Crowns – one every five years per tooth	80% UCR after deductible
Bridgework (Pontics & Abutments) –	80% UCR after deductible

one every five years	
Partial and Complete Dentures – one every five years	80% UCR after deductible
Orthodontic Services	
Orthodontic Diagnostic Services	60% UCR
Minor Treatment for Tooth Guidance	60% UCR
Minor Treatment for Harmful Habits	60% UCR
Interceptive Orthodontic Treatment	60% UCR
Comprehensive Orthodontic Treatment	60% UCR

Note: Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

Vision Plan

Benefit	Provision
Benefit period	January 1 thru December 31
Dependent Age Limit	19 / 24 Student Removal upon end of month
Vision examination	\$50 per exam
Frames (One per two benefit periods)	\$75 per frame ¹
Prescription Lenses Single Vision lenses Bifocal lenses Trifocal lenses Lenticular single lenses Lenticular bifocal lenses Lenticular trifocal lenses	(One per benefit period) \$45 per pair \$55 per pair \$65 per pair \$175 per pair \$175 per pair \$175 per pair
Contact Lenses Medically Necessary Cosmetic	(One per benefit period) \$150 per pair \$80 per pair ²

Note: Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

¹ If frames are not required, the allowance may be applied to the cost of the lenses.

² Cosmetic contacts may be purchased regardless if frames and lenses are purchased in the same benefit period.

Hearing Plan

Benefit Period	January 1 thru December 31
Dependent Age Limit	19 / 24 Student Removal upon end of month
Coinsurance	100%

Benefit	Dollar Maximum	Frequency
Audiometric Exam	100% UCR	1 per 2 years
Hearing Aid Evaluation	100% UCR	1 per 2 years
Conformity Evaluation	100% UCR	1 per 2 years
Hearing Aid	100% UCR (\$800 maximum)	1 per 2 years

Note: Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

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In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.