02/03/12
11-CON-02-0387
0387-02
K28387

MASTER AGREEMENT

between the

EAST LIVERPOOL BOARD OF EDUCATION

and

OAPSE LOCAL #223

September 1, 2011 through August 31, 2014

INDEX

MASTER CONTRACT

Article		Page
I	Preamble	1
II	Recognition	1-2
	2.01 - Recognition of Association	1-2
	2.02 - Term of Recognition	2
	2.03 - Agreement Reference	2
III	Negotiations Procedures	2-5
	3.01 - Attaining Objectives	2
	3.02 - Negotiable Items	2
	3.03 - Submission of Issues - Directing Requests	2
	3.04 - Negotiating Teams	3
	3.05 - Negotiation Meetings	3
	3.06 - Recess Privilege	4
	3.07 - Exchange of Information	4
	3.08 - Consultants	4
	3.09 - Progress Reports	4
	3.10 - Agreement	4
	3.11 - Impasse Procedure	5
	3.12 - Action by the Board	5
	3.13 - Negotiation Procedure Agreement	5
IV	General Contract Provisions	5-7
	4.01 - Entire Agreement Clause	5
	4.02 - No Strike Clause	5
	4.03 - No Lockout Clause	6
	4.04 - Further Terms of Agreement	6
	4.05 - Consistency With Law	6
	4.06 - Equal Opportunity	6
	4.07 - Management Rights	6
	4.08 - Bargaining Unit Work	6-7
V	Grievance Policy	7-10
	5.01 - Grievance Policy	7-8
	5.02 - Grievance Procedure	8-10
VI	Conference Committee	10
	6.01 - Function	10

Article		Page
VII	Association Dues	10-11
	7.01 - Dues Deduction	10
	7.02 - Payroll Week	11
VIII	Employment	11
	8.01 - Application of Agreement	11
	8.02 - Credit for Substitute Experience	11
	8.03 - Tenure in Service	11
IX	Disciplinary Procedures	12-13
	9.01 - Disciplinary Conference	12-13
	9.02 - Progressive Discipline	12-13
	9.03 - Offenses Subject to Discharge	13
	9.04 - Absence Without Leave	13
	9.05 - Notice of Disciplinary Action	13
X	Transfers	14
	10.01 - Assignment of Employees	14
	10.02 - Reassignments	14
	10.03 - Temporary Assignment	14
XI	Separation	14
	11.01 - Compensation of Separation	14
XII	Seniority	14-15
	12.01 - Principle of Seniority	14
	12.02 - Definition of System Seniority	14
	12.03 - Definition of Job Classification Seniority	14
	12.04 - Probationary Period	14
	12.05 - Changing Job Classification	15
	12.06 - Definitions	15
	12.07 - Seniority Roster	15
XIII	Posting and Bid Procedure	15-18
	13.01 – Vacancies in Classroom One-on-One Aide Position	15
	13.02 - Posting, Transfer, Promotion, and Demotion	15-16
	13.03 - Requests for Vacant Positions	16
	13.04 - Awarding of Positions	16
	13.05 - Interview and Evaluation of Applicant	16
	13.051 - Award Within the Classification	16
	13.052 - Award Outside of the Classification	16-17
	13.06 - Posting Locations	17

Article		Page
	13.07 - Notice of Association	17
	13.08 - Reasons of Denial	17
	13.09 - Placement on New Salary Schedule	18
	13.10 - Development of Job Description	18
	13.11 - Seasonal and Casual Employees	18
XIV	Reduction in Force	18-20
	14.01 - Use of Attrition	18
	14.02 - Use and Definition of Seniority	18
	14.03 - Temporary and Provisional Status	19
	14.04 - Displacement Status	19
	14.05 - Use of Classification Seniority	19-20
	14.06 - Placement Meeting	20
	14.07 - Layoff Status and Duration	20
	14.08 - Notice of Reduction	20
	14.09 - Recall	20
	14.10 - Responsibility of Laid Off Member	20
	14.11 - Reinstatement Letters	20
XV	Vacation	20-22
	15.01 - Entitlement	20-21
	15.02 - One to Five Years of Service	21
	15.03 - Five to Ten Years of Service	21
	15.04 - Ten to Twenty Years of Service	21
	15.05 - Twenty Years or More of Service	221
	15.06 - Transfer of Vacation Time	21
	15.07 - Payment of Unused Vacation Leave to Estate	21
	15.08 - Eleven and Twelve Month Employees	21
	15.09 - Scheduling Vacations	21
	15.10 - Payment in Lieu of Vacation	21
	15.11 - Notification of Entitlement	22
	15.12 - Leave Without Pay	22
XVI	Holidays	22-23
	16.01 - Approved Holidays	22
	16.02 - Weekend Holidays and Payment of Holidays Worked	23
	16.03 - Effect on Salaried Members	23
	16.04 - Absences Before or After a Holiday	23

Article		Page
XVII	Worker's Compensation	23
	17.01 - Filing Requirement	23
	17.02 - Industrial Commission Approval	23
	17.03 - Use of Worker's Compensation Rather than Sick or Vacation Leave	23
XVIII	Association Rights	23-24
	18.01 - District Meetings	23
	18.02 - Conference	23-24
	18.03 - Association Matters	24
	18.04 - Association Meetings	24
	18.05 - Organizational Rights	24
XIX	Evaluation	225
	19.01 - Evaluation	25
	19.02 - Review of Personnel Files	25
XX	Sick Leave	26-27
	20.01 - Accumulation	26
	20.02 - Immediate Family	26
	20.03 - Absenteeism	26
	20.04 - Reporting Off From Work	26
	20.05 - Re-establishing Sick Leave	26
	20.06 - Attendance Recognition Plan	26-27
	20.07 - Sick Leave Credit and Active Pay Status	27
	20.08 - Sick Leave Donation	27
XXI	Leave of Absence	27
	21.01 - Eligibility	27
	21.02 - Sixty Day Limit	27
	21.03 - Extension of Sixty Day Leave	27
	21.04 - Extension of One Year Leave	27
XXII	Special Leaves	28-29
	22.01 - Personal Leave	28
	22.02 - Jury Duty Exemption	28
	22.03 - Conversion of Personal Leave	28
	22.04 - Professional Leave	29
	22.05 - Meetings	29
	22.06 - Assault Leave	29

Article		Page
XXIII	Severance Pay	29-30
	23.01 - Requirements and Limits	29-30
XXIV	Work Week - Call Out - Overtime	30-32
	24.01 - Standard Work Week	30
	24.02 - Call Out	30
	24.03 - Overtime	30
	24.031 - Overtime for Custodial Work	30
	24.04 - Assignment of Less than Full Time Members	30
	24.05 - Compensatory Time	31
	24.06 - Calamity Days	31
	24.07 - Secretarial Lunch Time	31-32
	24.08 – Installation of Tracking System	32
XXV	Fringe Benefits	32-36
	25.01 - Health Insurance	32-33
	25.02 - Insurance Plan Buy Out	33
	25.03 - Life Insurance	33-34
	25.04 - Dental Insurance	34
	25.05 - Prescription Drug	34
	25.06 - Vision Plan	34
	25.07 – Insurance Premiums for Health, Dental, Vision, and Prescription Plans	34
	25.08 - Insurance Committee	35
	25.09 - Extended Benefit	35
	25.10 - Mileage	35
	25.11 - Credit Union	35
	25.12 - Retirement Pick-Up	36
XXVI	Employee Placement on Salary Schedule and Rate Equity	36-37
	26.01 - Initial Placement on Salary Schedule	36
	26.02 - Higher Classification Pay	36
	26.03 - Longevity Pay	36-37
XXVII	General Provisions	37-39
	27.01 - Uniforms	37
	27.02 - Teacher Aides	37-38
	27.03 - Substitutes	38
	27.04 - Tools	38
	27.05 - Pay Periods and Pay Dates	38
	27.06 - Seasonal and Casual Employees	38
	27.07 - Job Related Education or Training	38
	27.08 - Custodians	38-39
	27.09 - Tuition	39

Article		Page
	27.10 - Administrative Offices Cleaning	39
	27.11 - Summer Work	39
	27.12 - Athletic Events	39
XXVIII	Bus Drivers	40-43
	28.01 - Routes	40
	28.02 - Extra Driving	40-41
	28.03 - Camp Fitch	41
	28.04 - Relieving Another Driver	41
	28.05 - Handbook Committee	41
	28.06 - Emergency Trips and Seniority	41
	28.07 - Substitutes' Care of Bus	42
	28.08 - Absences from Kindergarten Run	42
	28.09 - Cosmetology Run	42
	28.10 - Split Trips	42
	28.11 - Bus Driver Inservice	42
	28.12 - Field Trips	42
	28.13 - Commercial Driver License Fees	43
	28.14 - Annual Posting of Bus Runs	43
	28.15 - Drug Testing	43
	28.16 - Charter Trips	43
XXIX	Salary	44
	29.01 - Salary Schedules	44
	29.02 – Me Too Clause	44
XXX	OAPSE/AFSCME People	44
	30.01 - Salary Deduction	44
XXXI	Agreement Preparation	45
	31.01 - Distribution of Agreement	45
XXXII	Duration and Agreement	45-46
	32.01 - Effective Date	45
	32.02 - Memorandum of Understanding	45
	32.03 - Signatures	45-46

Appendices | Page

A Salary/Hourly Schedule 47-49

B Summary of Health Benefits 50-52

C Summary of Prescription Benefits 53

ARTICLE I -- PREAMBLE

Recognizing that providing a high quality education for the children of the East Liverpool School District is the paramount aim of this school district and that good morale of the classified employees is necessary for the best education of the children, we do hereby declare that:

1. The Board of Education, under law, has the final responsibility of establishing the policies for the district.

2. The Superintendent and his staff have the responsibility of carrying out the policies established.

3. The classified employees have the responsibility of providing the best possible auxiliary service to insure quality education in the classroom.

The East Liverpool Board of Education also recognizes that the best interest of public education will be served by establishing procedures to provide an orderly method for the Board and representatives of the OAPSE Chapter #223, to discuss matters related to terms and conditions of employment as defined by item 3.02 herein, for affected members of the bargaining unit of the East Liverpool School District.

ARTICLE II -- RECOGNITION

2.01 The Board of Education of the East Liverpool City Schools recognizes the Ohio Association of Public School Employees (OAPSE) and its Local Chapter #223 as the sole and exclusive bargaining agent for all regular classified employees of the District which are: bus aides, bus drivers, bus mechanics, custodians, firemen, truck drivers, cafeteria workers, secretaries, teacher aides, crossing guards, monitors, maintenance staff, and cafeteria aides, but excluding the following employees:

A. Three (3) Secretaries to the Superintendent
B. Secretary to the Assistant Superintendent
C. Treasurer
D. Corresponding Secretary and Payroll Personnel to the Treasurer
E. Supervisor of Transportation
F. Director of Operations
G. Director of Maintenance
H. Supervisor of Food Service
I. Attendance Officer
J. Crossing Guard Supervisor
K. Cafeteria Managers
L. Seasonal and casual employees
M. Substitute employees
N. Administrative Secretary
O. Assistants to Treasurer

All present and future positions included where duties are of a supervisory nature according to SERB guidelines, shall not be members of the bargaining unit. In the event the new position is included in the bargaining unit, the Employer and the Union will negotiate an appropriate salary schedule.

2.02 Recognition shall be for the term of this agreement and thereafter as provided under rules promulgated by the State Employment Relations Board.

2.03 It shall be understood that the terms "employees", "individuals" and/or "participants" used throughout this agreement specifically refer to OAPSE bargaining unit members.

ARTICLE III -- NEGOTIATIONS PROCEDURES

3.01 Attaining Objectives

Attainment of objectives for the educational program of the East Liverpool School District requires a mutual understanding and cooperation among the Board, Superintendent and the employees. Therefore, free and open exchange of views is desirable and necessary with all parties participating in anything negotiable.

3.02 Negotiable Items

A. Those matters which are negotiable are: Salaries, hours, fringe benefits, and working conditions.

B. Salaries, hours, fringe benefits, and working conditions contained in article form shall be negotiated in conformance with the dates listed and with the procedures outlined in this Agreement.

3.03 Submission of Issues - Directing Requests

A. Requests from OAPSE for negotiations shall be made in writing to the Board or its designated representative. Requests from the Board shall be made in writing to the President of the Association or his/her designated representative. Requests for meetings shall be made no sooner than April 15th in the year of the expiration of the negotiated contract, and shall contain a description of the items for negotiations. A mutually agreeable date for the meeting shall be established within fifteen (15) days after the request has been submitted unless both parties agree to an extension of time. At the first meeting, the agenda of items to be negotiated shall be reviewed.

B. All proposals and counter-proposals shall be submitted in writing, dated and sequentially numbered.

3.04 Negotiating Teams

A. The Board of Education and OAPSE shall be represented at all negotiation meetings by a team of negotiators. Both teams may be comprised of six (6) members. Neither party in negotiations shall have any control over the selection of the negotiation teams or representatives of the other party. One designated alternate from each party shall have the right to attend all negotiation meetings but shall not participate.

B. While no final agreement shall be executed without ratification by OAPSE and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. All negotiations shall be conducted exclusively between said teams. In addition to said teams, each party shall be authorized to admit no more than one (1) observer to each meeting. Such observers shall be without the right to speak or otherwise comment to either party.

3.05 Negotiation Meetings

A. Upon receipt of a written request for a meeting either party will have seven (7) calendar days to reply to the request. Within ten (10) calendar days after receipt of the reply, both parties involved will establish a mutually agreeable site, date and time for the meeting.

B. All negotiation sessions shall be conducted at times to which the parties mutually agree. An established period of three (3) hours from actual starting time, shall be considered as a normal negotiations meeting, unless however the parties mutually agree to an extension.

C. In the first meeting, OAPSE and/or the Board of Education will present their written proposals and give an explanation. The second meeting shall be scheduled to give the Board or OAPSE sufficient time to analyze the written proposals and to return for discussion of the written proposals and to present any counter-proposals which the Board or OAPSE may have, along with an explanation. Subsequent meetings will be used to negotiate the proposals until a tentative agreement is reached.

D. Each meeting will be held in closed session.

E. All parties are obliged to deal openly and fairly with each other on all matters and to conduct such negotiations in good faith. Good faith requires that OAPSE and the Board be willing to react to each other's proposals. If any item of the proposal is unacceptable to one of the parties, that party is obligated to give its reasons. Good faith requires both parties to recognize negotiations as a shared process.

3.06 Recess Privilege

Upon request of either negotiating team, the meeting shall be recessed to permit a reasonable period to confer in private with team members.

3.07 Exchange of Information

The Superintendent shall furnish OAPSE and OAPSE shall furnish to the Superintendent, upon reasonable request, all regularly and routinely prepared information pertinent to the issue under negotiations which are considered public record. The Board and OAPSE will incur no special expense in providing such information to the other party.

3.08 Consultants

Each negotiating team may call upon consultants to provide information of common concern relative to issues under discussion. No more than one (1) consultant from each negotiating team may address the negotiators at one time during a meeting. A three (3) day prior notice to the meeting shall be given as well as the issues to be covered by the consultant. The expense of such consultant shall be borne by the party requesting him/her.

3.09 Progress Reports

A. Written progress reports will not be issued to the public while negotiations are in progress at the table. (This does not include the period of impasse). Unless and until impasse is declared, any written or verbal statements or written news releases shall have prior approval of both parties. Once impasse has been declared, news releases can be released unilaterally.

B. Each party retains the right to issue general oral reports to its membership or the Board of the progress of negotiations.

3.10 Agreement

When consensus is reached on those matters being negotiated, the understanding of the parties shall be reduced to writing and submitted to OAPSE for ratification and then to the Board for its approval. When approved, in accordance with the provisions of this section, the agreement shall be signed by both parties and shall become a part of the official minutes of the Board. All negotiations should be completed within one-hundred twenty (120) days or by a date mutually agreed upon by the Board and OAPSE. The one-hundred twenty (120) day period will begin in compliance with the meeting date as set in 3.03A under Submission of Issues - Directing Requests.

3.11 Impasse Procedure

A. Mediation

If the parties fail to reach agreement, the Federal Mediation and Conciliation Service shall be utilized, on all unresolved issues, unless waived by mutual consent of the parties.

3.12 Action by the Board

Within thirty (30) calendar days from the time the agreement, ratified by OAPSE, is presented to the Board, the Board shall take action upon the recommendations submitted. Approval shall be final and shall become part of the official minutes of the Board with implementation by all parties concerned as soon as possible.

3.13 Negotiation Procedure Agreement

A. Terms as specified in the procedural agreement remain in effect for the duration of this agreement and/or until amended by mutual agreement of the parties.

B. Changes in the procedural agreement shall be conducted in accordance with Sections 3.03, 3.04 and 3.05 of this procedural agreement.

C. Articles shall be subject to revision or amendment during negotiations which shall be conducted in conformance with the procedures outlined in this procedural agreement.

ARTICLE IV -- GENERAL CONTRACT PROVISIONS

4.01 Entire Agreement Clause

This agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the East Liverpool City Board of Education and the OAPSE Chapter #223 and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

4.02 No Strike Clause

In consideration of the rights and privileges extended to the employee organization pursuant to or arising from the foregoing provisions of this instrument, during the term of this agreement the parties hereto agree that there shall be no strikes of any kind, slow down, or other work stoppages by the Association.

4.03 No Lockout Clause

In recognition of the "No Strike Clause" the Board agrees there will be no "lockout" of members of the Association.

4.04 Further Terms of Agreement

Any agreement reached and accepted by OAPSE and the Board shall supersede administrative rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual terms of employment heretofore in effect.

4.05 Consistency with Law

If any provision of agreement between the Board and OAPSE shall be found contrary to law, then such provision or application shall not be deemed to be valid and subsisting to the extent permitted by law, but all other provisions or applications shall continue to be in full force and effect. Both parties acknowledge they will abide by its terms and procedures in conducting negotiations when applicable.

4.06 Equal Opportunity

The East Liverpool City Board of Education is an equal opportunity employer and shall continue to abide by all State and Federal equal employment laws. Likewise, OAPSE Chapter #223 shall abide by all State and Federal equal employment laws.

4.07 Management Rights

The management rights of the East Liverpool City Schools and the direction of the working forces, including the right to hire, promote, demote, suspend or discharge for proper cause, or transfer, and the right to relieve employees from duty because of lack of work or for other legitimate reasons, is vested exclusively in the Board, provided that in exercise of such functions, the Board shall not alter any of the provisions of this agreement and shall not discriminate against any employee because of his/her membership in, or lawful activity on behalf of, the Association.

4.08 Bargaining Unit Work

Supervisory or managerial employees, substitutes, temporary or casual employees, chaperons, sponsors, teachers, or other employees of the Board of Education outside the bargaining unit may not be used to eliminate a bargaining unit member's job or to reduce the regular work hours of a bargaining unit member. This provision is not retroactive beyond the effective date of the contract. Nothing in this article shall be interpreted to exclude supervisors from performing duties which have historically been a part of their ordinary job assignments.

Additionally, the District may use volunteers to supplement the work of employees to clean up or maintain the athletic fields and facilities. At least one (1) employee shall be present.

ARTICLE V -- GRIEVANCE POLICY

5.01 Grievance Policy

A. A grievance is an alleged violation, misinterpretation, or misapplication of this written agreement entered into between the Board of Education and OAPSE Chapter #223. A grievance must indicate articles and sections of the agreement violated.

B. A grievant shall mean an employee, the Association or a group of employees within the bargaining unit alleging that some violation, misinterpretation or misapplication of the master agreement has actually occurred. A grievance alleged to be a "group" grievance shall have arisen out of identical circumstances affecting such members of said group. Any employee choosing not to become one of the grievants of any "group" grievance shall not be subject to any award granted the signators of the grievance, and shall waive all further rights of grievance based on the same circumstances which gave rise to the "group" grievance.

C. The grievant shall receive fair and prompt treatment without fear of reprisal. All proceedings shall be handled in a confidential manner in accordance with these provisions.

D. A day shall mean a calendar work day in the school district. The number of days indicated at each level shall be considered as maximum and shall not be exceeded. Lack of adherence to time limits by the grievant shall result in a waiver of the right to proceed unless mutual agreement of concerned parties is available. Lack of adherence to time limits by the Administration shall permit the grievant to advance to the next level of the procedure unless an extension of time is mutually agreed.

E. Copies of the documents pertaining to a grievance which has been filed shall be placed only in confidential files of the Treasurer of the Board and the President of OAPSE. The Treasurer shall make these available only to the members of the Board of Education, the Superintendent, and by court order. All references to "aggrieved person" shall hereafter simply read, "aggrieved".

F. No grievant may be represented by an organization other than the OAPSE in any grievance procedure initiated pursuant to this procedure.

G. No grievant shall be denied the right to OAPSE representation or OAPSE legal advice and/or counsel in any of the levels, but representation of the grievant and/or immediate supervisor at Level One shall be limited to full time employees of the school district who served as witnesses.

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

I. Copies of all written decisions of grievance shall be sent to all parties involved; the OAPSE President, the aggrieved, the Treasurer and the appropriate administrator.

J. Forms for processing grievances shall be made available through all administrative offices in each building, the Central Administration Building, and through officials of OAPSE.

K. Should differences arise between the Board and the Association as to the interpretation and application of the provisions of this agreement, or should a problem of any nature arise, there shall be no suspension of work and no interference with or interruption of the operations of the schools, but an earnest effort shall be made to settle differences immediately in the matter provided in this article.

L. In the event an issue does not pertain to the immediate supervisor, the grievance shall proceed to Level III.

5.02 Grievance Procedure

Level One - Informal

Any employee with a problem must have privately discussed this problem with his/her immediate supervisor before a grievance shall be filed. The problem shall have been discussed within fifteen (15) days after the alleged grievance occurs, or the grievance shall no longer exist.

Level Two - Formal

If the informal discussion does not resolve the grievance to the satisfaction of the employee, such employee shall have the right to lodge a written grievance with such employee's immediate supervisor. If such grievance is not lodged within five (5) days following the discussion at Level One, the grievance shall no longer exist. The written grievance shall be on a standard form supplied by the Board of Education and shall contain a concise statement of the facts upon which the grievance is based, and a reference to the specific provisions of the written agreement allegedly violated, misinterpreted or misapplied, and the relief sought. A copy of such grievance shall be filed with the Superintendent. The employee shall have a right to request a hearing before his/her immediate supervisor. Such hearing shall be conducted within five (5) working days after receipt of such request. The aggrieved shall be advised, in writing, of the time, place and date of the hearing.

The immediate supervisor shall take action on the written grievance within three (3) days after receipt of said grievance, or if a hearing is requested, within three (3) days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the aggrieved, the Superintendent, the Treasurer of the Board of Education and the President of OAPSE.

Level Three - Formal

If the action taken by the immediate supervisor does not resolve the grievance to the satisfaction of the grievant, such employee may appeal, in writing, to the Superintendent. Failure to file such an appeal within five (5) days from receipt of the written notice of the immediate supervisor's action on said grievance shall be deemed a waiver of the right to appeal. Upon request, a hearing shall be conducted by the Superintendent within five (5) working days after the receipt of the request. The aggrieved shall be advised, in writing, of the time, place and date of such hearing.

The Superintendent shall take action on the appeal of the grievance within five (5) days after receipt of the appeal, or, if a hearing is requested, five (5) working days after the conclusion of such hearing.

The action taken and the reasons for the action shall be reduced to writing and copies sent to the aggrieved, the immediate supervisor and Treasurer of the Board of Education and the President of OAPSE.

Level Four - Formal

If the aggrieved is not satisfied with the disposition made at Level III, then he/she may within five (5) days of the Level III response, request a hearing before a committee of two (2) members of the Board of Education. Failure to file the appeal within five (5) days from receipt of the written notice of the Superintendent's action on said grievance shall be deemed a waiver of the right to appeal. Such hearing shall be in private and shall be conducted during normal office hours of the Board of Education. The recommendation of the committee shall be shared in executive session with other members of the Board of Education, and action shall be taken in public session. The decision of the Board of Education shall be rendered as promptly as possible but within twenty (20) working days of the hearing. The action taken and the reasons for the action taken shall be reduced to writing and copies sent to the aggrieved, immediate supervisor, Treasurer of the Board of Education and the President of OAPSE.

Grievances relating to discipline of employees shall be heard by the entire Board of Education.

Level Five - Formal

If the aggrieved is not satisfied with the disposition at Level Four, he/she may request that the Association submit the issue to arbitration. This request must be sent to the Superintendent within twenty (20) days after receipt of the written notice of the action taken by the Board of Education. Failure to file the appeal within twenty (20) days from receipt of the written notice of the Board's action on said grievance shall be deemed a waiver of the right to appeal.

The Arbitrator shall be appointed by the Board of Education and the grievant, or his/her designated representative, from a list of seven (7) names submitted by the Federal Mediation and Conciliation Service. If the parties cannot agree on the selection of an arbitrator, the parties shall alternately strike a name from said list until a single name remains, who shall be the Arbitrator. Either party may request a second list.

Information submitted to the Arbitrator shall be confined to the information and positions related to the lower levels of the grievance proceedings relative to the parties concerned.

The Arbitrator shall have no power to alter, add to, or subtract from the terms of the Agreement, nor to make any award which is inconsistent with the terms of the Agreement or contrary to law.

The Arbitrator shall make his/her report and recommendations to the aggrieved, the Superintendent, the Treasurer of the Board of Education, and the President of OAPSE. The said report shall be within thirty (30) days of request for arbitration. Cost of the Arbitrator's services shall be borne by the party which does not prevail in the decision of the Arbitrator.

The decision of the Arbitrator shall be binding upon all parties.

ARTICLE VI -- CONFERENCE COMMITTEE

6.01 The Superintendent will meet regularly with the OAPSE officers to discuss matters of concern to either the Board or OAPSE. The Superintendent will also be permitted to include other members of the Administration as deemed appropriate. The date, length and matters to be discussed at each meeting shall be determined by the Superintendent and the OAPSE President or designee.

ARTICLE VII -- ASSOCIATION DUES

7.01 Dues Deduction

On the effective date of this Agreement and for employees hired after the effective date of the Agreement, sixty (60) days following the beginning of employment, employees in the unit who are not members of the Union shall pay to the Union a fair share fee as a condition of employment with the employer. Such fair share fee shall not exceed dues paid by members of the Union who are in the bargaining unit. The Union shall notify the employer of the fair share fee amounts and of any changes in the fair share fee amounts in the same manner as notification of amounts and changes in the amounts of dues deductions.

Fair share fees shall be deducted from the payroll checks of the employees in the same manner as regular membership dues are deducted and forwarded by the employer to the Union in the same manner except that written authorization for deduction of fair share fees is not required.

The Association represents to the Board that an internal rebate procedure has been established in accordance with R.C. 4117.09(C) and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit upon his/her request to the OAPSE State office who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitution of the United States and the State of Ohio.

Deductions shall be made in eighteen (18) equal installments beginning in September and ending in May.

The Board Treasurer shall forward to the OAPSE State Treasurer the amount of state dues/fees, along with a complete description by name and amount, for each employee. A copy of this description shall be forwarded to the local Treasurer. The Board Treasurer shall forward directly to the local Treasurer the amount deducted for the local dues. This shall be done within ten (10) days following each deduction.

The Board agrees not to honor any check off authorization or dues deductions authorization executed by an employee in the bargaining unit in favor of any other labor organization(s), representing employees for the purpose of collective bargaining for wages, terms and working conditions.

The union agrees that it will indemnify and save the Board harmless from any action growing out of these deductions and commenced by an employee against the Board. The union assumes full responsibility for the disposition of the dues and fees so deducted once they have been forwarded to it.

7.02 Payroll Week

The payroll week shall consist of seven (7) consecutive days beginning at 12:01 A.M. Sunday. A work assignment commencing before 12:01 A.M. on Sunday shall be included in pay for Saturday. There will be no duplication of penalty time pay. All employees newly employed after September 1, 2009 shall be paid utilizing direct deposit. The first pay day in each school year shall be the first pay in September.

ARTICLE VIII -- EMPLOYMENT

8.01 "It shall be recognized by the parties that the East Liverpool City School District employees shall be subject to the terms and conditions of this master agreement, policies of the East Liverpool City Board of Education, and administrative rules and regulations."

8.02 All new employees hired by the Board on or after September 1, 2009, shall receive credit for job experience as a substitute in the East Liverpool City School District if the new employee has worked as a substitute in the same classification as the position for which the person is hired. Classification shall be defined as the bargaining unit classifications set forth in Section 2.01 of this agreement. The maximum number of years of substitute credit to be granted is two (2) years. A year of substituting will only count if the person worked in the particular classification for a total of one-half the number of days scheduled for that job classification for that school year, plus one (1) day. Credit will only be given for substituting experience that took place within the two (2) years prior to the school year that the person is hired.

8.03 Tenure in Service

A. The employment of every employee, after he/she successfully satisfied the probationary period for his/her job, shall be continuous until he:

1. Resigns;
2. Retires;
3. Is laid off in accordance with the negotiated lay off policy;
4. Is suspended in accordance with this agreement; or
5. Is discharged in accordance with this agreement.

ARTICLE IX -- DISCIPLINARY PROCEDURES

9.01 Before implementing a suspension, discharge, demotion, or reduction in hours of a non-probationary employee, the Superintendent or his/her designee shall hold a conference with the employee to afford the member an opportunity of learning the reason for the intended disciplinary action, and to challenge the reason for the intended action or otherwise attempt to explain the alleged misconduct of other cause. The employee has the right to be accompanied to the conference by one (1) Association representative.

The conference will be scheduled as promptly as possible by the Superintendent or his/her designee. The Superintendent or designee may impose reasonable rules on the length of the conference and the conduct of the participants. If the Superintendent or designee determines that the employee's continued presence in employment prior to the conference poses a danger to persons or property or a threat of disrupting operation, he may suspend the employee without pay for up to three (3) work days pending the conference to determine disciplinary action.

9.02 Subject to the exceptions in 9.03, the first of misconduct by an employee shall result in an oral or written reprimand from his/her supervisor or an administrator. Further misconduct may result in suspension without pay, imposed by the Superintendent. Misconduct thereafter may result in additional suspensions by the Superintendent or discharge by the Board.

9.03 Certain offenses are serious enough to warrant discharge without regard to the previous disciplinary record of the employee. Such serious offenses include, but are not limited to, the following:

1. Theft or damage to property of the Board of Education;
2. Theft or damage to the property of Board employees;
3. Insubordination, or the use of threatening or abusive language toward supervisory or management personnel, other Board personnel, students, or the public;
4. Intoxication, or being on duty under the influence of a controlled substance; or the sale, possession, or use of any controlled substance (including alcohol) while on duty;
5. Falsifications of any records, including employment records;
6. Assault;
7. Sleeping while on duty or repeated tardiness to work; and
8. Discourteous treatment of the public; and/or
9. Willful or unauthorized absence from employment.

9.04 Absence without leave. Absence from duty without leave for any length of time will be considered good cause for dismissal. Absence from duty without leave of five (5) consecutive work days shall be deemed a resignation from the service by the absentee.

9.05 When implementing a suspension, discharge, demotion, or reduction the Superintendent shall provide notice to the employee. The notice shall indicate the grounds for the action. Disciplinary action is effective according to the terms of the notice. The employee may file a grievance concerning his/her discipline or discharge in accordance with the time limits and procedures set forth in the grievance article.

ARTICLE X -- TRANSFERS

Subject to the limitation of the seniority provisions in Article XII - the following sections shall apply.

10.01 Assignment and reassignment of employees shall be made according to the needs of the school district. A conference with the employee shall be held prior to the assignment or reassignment.

10.02 Reassignments shall be made to avoid undue hardship wherever possible.

10.03 Temporary assignments may be made in the event of an emergency and/or in the best interests of the school system. Transfers cannot be made as a means of discipline.

ARTICLE XI -- SEPARATION

11.01 Upon separation from employment, an employee shall be entitled to compensation at his/her current rate of pay for all lawfully accrued and unused vacation leave to employee's credit at the time of separation. In case of death of an employee, such accrued and unused vacation leave and pro-rated portion for the current year shall be paid in accordance with Section 2113.04 of the Revised Code, or to his/her estate.

ARTICLE XII -- SENIORITY

12.01 To the extent permitted by law, and consistent with the responsibility of the Board to provide appropriate services of good quality, the principle of seniority, as hereinafter defined, shall prevail.

12.02 System seniority shall be defined as the length of continuous employment with the Board, as computed from the employee's most recent date of hire.

12.03 Job classification seniority shall be defined as the length of employment in a particular job classification, as computed from the employee's date of entry into such job classification.

12.04 There shall be a probationary period of sixty (60) calendar days to allow the Board to determine the fitness and adaptability of any new employee or employee new to a position. During such time, this individual shall have no seniority rights in that position. Employees retained beyond the sixty (60) calendar day period shall have their system seniority computed as of their date of hire and their job classification seniority computed as of their latest date of entry into the job classification. There shall be a probationary period of no more than thirty (30) calendar days for employees who are promoted or transferred during which time the employee may request to be returned to their former position. Such request shall be honored, if made.

12.05 Employees with system seniority who change job classification shall not accumulate job classification seniority in their new classification during the first sixty (60) calendar days of employment in such new job classification, but shall continue to retain their seniority in their former job classification during this period. Upon completion of sixty (60) calendar days of employment in their new classification dating from their most recent date of entry into such job classification, employees shall no longer retain their seniority in their former job classification except as provided in Article XIV. If within the sixty (60) calendar day probationary period, the employee's work is determined to be unsatisfactory by employees' immediate supervisor, the employee shall be returned to his/her former position and former salary. This shall be done following a conference with the employee and a representative of the Association.

12.06 Definitions

A. Job Description: An enumeration of the skills, training, responsibilities, and working conditions attendant to and required in the performance of a work assignment.

B. Job Classification: The systematic organization of work assignments into appropriate wage rate scales.

C. Work Assignment: The designated areas in which specified duties are performed.

D. Line of Progression: The classification series in which an employee advances from entry level to highest job classification via promotion, transfer, bid and/or assignment.

12.07 The Administration shall make available to the union a current district and classification seniority list of all bargaining unit employees once each calendar year by November 1st (date). Employees will have (20) workdays to protest their seniority after the November 1st (date) posting.

ARTICLE XIII -- POSTING AND BID PROCEDURE

13.01 For vacancies that occur in a classroom one-on-one aide position after the beginning of the school year, the vacancy shall be filled by a substitute for the remainder of the school year. If the vacancy is to be filled for the next school year, it will be filled in accordance with this Article.

13.02 The Board shall post all job vacancies, including newly created positions and promotional positions for a period of ten (10) working days in the locations described in 13.07 and shall contain a description and details of the opening(s). The posting period shall begin immediately from the time the incumbent's separation from employment is approved.

For the purposes of this article, the following definitions will be used.

Transfer is the movement of an employee from one (1) work assignment to another assignment which has, by comparison, the same job description, similar duties and responsibilities, and the same hourly wage rate.

Promotion is the movement of an employee from one (1) work assignment to another assignment which has, by comparison, a different job description, expanded duties and/or responsibilities, and a higher hourly wage rate.

Demotion is the movement of an employee from one work assignment to another assignment which has, by comparison, reduced duties and responsibilities, a different job description, and a lower wage rate.

13.03 An employee must make a request for the vacant position, in writing, to the appropriate supervisor or superintendent, as indicated in the Notice of Vacancy.

13.04 The awarding and filling of the vacancies shall occur within five (5) working days of the closing of the bids, unless a reason for the delay in the filling of the vacancy is provided in writing to the President of OAPSE Chapter #223. Effective on the date that this agreement is signed, should the position not be filled within the five (5) working days and should the position be awarded to an employee, then that employee will receive the difference in daily compensation between his/her rate of pay prior to assuming the new position and the daily rate of pay for the new position for each day beyond the fifth working day following the closing of bids.

13.05 The awarding and filling of the vacancies shall occur within five (5) working days of the closing of the bids using the following formula:

13.051 Award within the Classification

A. The vacant position shall be awarded within five (5) days to the bidding employee, within the classification of the vacancy, based on classification seniority.

B. Classifications shall be defined as the bargaining unit classifications identified in Section 2.01 of this Agreement.

13.052 Award Outside of the Classification

A. If no employee within the posted classification applies for the vacancy, an employee who applied for the vacancy from a different classification shall be granted the position on the basis of minimum qualifications, as determined by the job description, and seniority.

If no internal applicants meet the criteria established in the previous paragraph, the position may be offered to a person not currently employed.

B. Outside the classification shall be defined as an employee moving from one classification series to another classification series, (i.e., bus driver to custodian) providing the employee meets the qualifications.

C. There shall be a probationary period of sixty (60) calendar days to allow the Board to determine the fitness and adaptability of any new employee or incumbent employee new to a position. During such time, this individual shall have no seniority rights in that position. Employees retained beyond the sixty (60) calendar day period shall have their system seniority computed as of their date of hire and their job classification seniority computed as of their latest date of entry into the job classification. There shall be a probationary period of no more than thirty (30) calendar days for employees who are promoted or transferred during which time the employee may request to be returned to their former position. Such request shall be honored, if made.

13.06 Posting Locations

Cafeteria)
Custodial Room) of all school buildings
Main Office)

Board Building

Bus Garage

Patterson Field

OAPSE Chapter President

Any employee who has on file with the Office of the Superintendent a letter of request for transfer or promotion to a particular classification or position within a classification shall receive the Notice of Vacancy by first class mail between June 1 and August 31 of each year if that employee is scheduled for less than twelve months. Said letter of request shall be valid for a period of one (1) year from the date it is received in the Office of the Superintendent.

13.07 Within five (5) days after a vacancy is filled, the date and name of the person filling the vacancy shall be given to the President of the Association.

13.08 Employees who are denied an opening shall, upon request, receive the reasons for the denial from the Superintendent.

13.09 Any employee who advances to another job classification shall be placed on his/her new salary schedule at the same step as that which was held in his/her previous position.

13.10 At any time requested by either party to this agreement, a committee of three administrators appointed by the Superintendent and three representatives of OAPSE Chapter #223 appointed by its President will meet to assess contended inequities in new or changed work assignments and/or job classification. The decision of the committee will be subject to ratification by both parties. A job description will be provided to each employee holding the position covered by the job description.

13.11 Seasonal and Casual Employees. Both parties recognize the necessity of hiring from time to time seasonal and casual employees to perform duties not traditionally performed on a regular basis by regular employees. However, no employee will be displaced as a result of the employment of such seasonal and casual employees.

While such positions are not within the scope of the bargaining unit, a notice of intent to hire seasonal and casual employees will be forwarded to all employees who have filed with the Office of the Superintendent a letter expressing interest in such a position. Consideration for appointment to one (1) of these seasonal and casual positions will be given to any employee expressing such interest provided that the seasonal and casual position will not interfere with the normal performance of the employee's regular duties. Like all seasonal and casual employees, employees filling such positions will not be entitled to any benefits other than retirement and worker's compensation.

ARTICLE XIV -- REDUCTION IN FORCE

In the event it becomes necessary to reduce staff due to abolishment of position, lack of work, or building closures, for financial reasons or the reasons set forth in Ohio law, the following procedure shall govern such reductions.

14.01 Reductions shall first be made through attrition resulting from resignations, retirements and transfers. To the maximum extent possible, part-time positions will be eliminated before reductions are made to full-time positions. If such part-time reductions cannot be made first, OAPSE Chapter #223 will be made a party to the discussion regarding the reduction prior to implementation.

14.02 Reductions and bumping shall be made on the basis of system seniority within the employee's current classification. For purposes of this Article, seniority shall be defined as system seniority. Seniority shall be determined by the employee's date and time of hire with the East Liverpool Board of Education. Board approved leaves of absence shall not constitute an interruption of continuous service. Where two (2) or more employees have joined the system at the same time and hired at the same Board meeting, then the date of their application form shall be used for seniority purposes.

14.03 When the Board has determined the need for reductions either system wide, within a classification, or within a department or building, new members in an initial probationary, temporary or provisional status shall be laid off first. Additional reductions shall begin with the least senior employee, based on system seniority, in any classification, department or building continuing in order of system seniority until a reduction is complete.

14.04 Any employee affected by such a reduction, either directly or indirectly, shall be granted bumping status only within their current classification series unless the employee had been previously employed in another classification series. For purposes of RIF, the following classification series will be used:

Transportation Series
Mechanics
Bus Drivers

Custodial/Maintenance Series
Maintenance
Head Custodians
Custodians
Custodian/Truck Drivers

Cafeteria Series
Cafeteria Workers
Cafeteria Cashier
Cafeteria Aides

Aides/Monitors Series
Teacher Aides
Bus Aides
Study Hall Monitors
Crossing Guards

Secretaries Series
Secretary

Firemen/Boiler Series
Firemen

14.05 At the meeting set forth in 14.06, bumping shall be exercised first within the job classification on the basis of seniority. Any employee affected by such a reduction may displace any less senior employee, based on system seniority, within their same classification. If no such employee exists, the employee may bump any less senior employee, based on system seniority, in his/her classification series, or if the employee was previously employed in another classification series, the employee may bump a less senior employee, based on system seniority, in the previous classification series. However, the employee must be qualified to perform the duties of the position in the previous classification series. If the employee chooses not to bump a less senior

employee, based on system seniority, in his/her current classification or a previous classification, or if none exists, the employee shall be placed on the recall list. Any employee bumped may exercise bumping rights in accordance with this provision.

14.06 Prior to any employee exercising bumping rights, a meeting of all interested or affected employees will be scheduled, and all such employees will be required to attend. At the meeting, the Superintendent and OAPSE will determine the placement for all affected employees. Placement will be determined utilizing the bumping procedures set forth in Paragraphs 14.04 and 14.05.

14.07 Any employee laid off shall retain status for a period of thirty-six (36) months from the first day the employee does not work on the job, during which time the Board shall not hire any new employee or promote any present employee to any classification affected by a reduction until all employees reduced or laid off have been offered an opportunity to be reinstated. During any lay off period, promotions will be granted only when they will not interfere with the recall of any laid off employee. The Superintendent and an OAPSE representative will have a mandatory meeting with the employees in the affected classification for the purpose of filling available positions by seniority until a final available position remains for the laid off employee(s) to be recalled.

14.08 Ten (10) working days prior to the effective date of any lay off the Board will notify, in writing, each employee to be laid off, a copy of which will be given to the President of the Association. Member notification shall include reason for lay off, recall and reinstatement rights.

14.09 After all bidding rights within a classification have been exhausted, vacancies that occur after any reduction shall be offered by registered mail to the highest seniority employee on the reinstatement list, at which time the employee must respond within five (5) workdays. In the event the position is declined, the employee's name will remain on the reinstatement list and the next employee in line of recall shall be offered the position.

14.10 It shall be the responsibility of any laid off employee to provide the Board, during any lay off period, their current mailing address. If the registered notice is returned unopened, that laid off employee will be considered as having resigned.

14.11 The President of the Association shall be given a copy of all reinstatement letters sent to bargaining unit members.

ARTICLE XV -- VACATION

15.01 Custodians, clerical workers, and any other employee employed on a full-time basis (i.e., service of not less than eleven (11) months or two-hundred and twenty (220) days in each calendar year) shall be entitled to vacation with pay. The following will be figured when the employee becomes eligible for vacation.

Years Toward Vacation Credit:
100% Vacation Credit for employees with a yearly contract of four (4) or more hours per day.

75% Vacation Credit for employees with a yearly contract of less than four (4) hours per day.

15.02 After service of one (1) calendar year but less than five (5) calendar years, two (2) calendar weeks, excluding legal holidays.

15.03 After service of five (5) calendar years but less than ten (10) calendar years, three (3) calendar weeks, excluding legal holidays.

15.04 After service of ten (10) calendar years but less than twenty (20) calendar years, four (4) calendar weeks, excluding legal holidays.

15.05 After service of twenty (20) calendar years, five (5) calendar weeks, excluding legal holidays.

15.06 Members with one (1) or more years of continuous service with the East Liverpool City Schools and/or State, County, or Local public service employer, shall be eligible for vacation benefits by reason of transfer of vacation time from these agencies. However, employees hired after January 1, 1988 and otherwise eligible for vacation benefits shall not be eligible for vacation credit by reason of transfer of vacation time from other public service employers.

15.07 In case of the death of an employee, such accrued and unused vacation leave and pro-rated portion for the current year shall be paid, in accordance with Section 2213.04 of the Revised Code, or to the employee's estate.

15.08 Custodians, clerical and other employee employed on a full time basis (i.e., service of not less than eleven (11) months or two-hundred and twenty (220) days in each calendar year) shall be entitled to use three (3) weeks of their accumulated vacation during the summer months June through August. If the employee desires additional weeks during the summer months, these weeks must be approved by his/her immediate supervisor and recommended to the Superintendent of Schools.

15.09 At any other time the vacation may be taken only with the approval of the Superintendent of Schools. Vacations shall be scheduled so as not to hamper the efficient and orderly operation of the educational program of the school system.

15.10 In the event an employee is asked to work in lieu of vacation he/she shall be paid their regular pay for the time worked in addition to their contract salary or wage.

15.11 Each employee who has attained at least 12 months continuous service shall receive a vacation corresponding to his/her period of continuous service with pay.

On or about November 1st of each year, each employee entitled or expected to become entitled to take vacation time off (in the following year) will be notified of the number of weeks for which he/she is entitled.

If the anniversary date of an employee is such that he/she becomes eligible for a vacation week or an additional week, at some time during the calendar year when school is in session, the Board may through administrative discretion, allow the vacation at the time desired by the employee in advance of his/her anniversary date but defer payment until entitlement or grant payment in lieu of vacation.

Vacation will, so far as practicable, be granted at times most desired by employees (longer service employees being given preference as to choice); but the final right to allot vacation period and to change such allotments is exclusively reserved to the Board in order to insure and maintain the orderly operation of the system.

15.12 Any leave without pay shall be granted only for extreme emergency situations and only at the discretion of the Board of Education.

ARTICLE XVI -- HOLIDAYS

16.01 All nine (9) and ten (10) month employees shall receive the following paid holidays each year:

New Year's Day	Labor Day
Day before New Year	Thanksgiving Day
Martin Luther King Day	Day before Christmas
Good Friday	Christmas Day
Memorial Day	

All eleven (11) and twelve (12) month employees shall receive the following paid holidays:

New Year's Day	Independence Day
Day before New Year	Labor Day
Martin Luther King Day	Thanksgiving Day
Good Friday	Day before Christmas
Memorial Day	Christmas Day

Other days designated by the Superintendent.

A fair and uniform practice will apply to all employees on such "other days." Employees who are required to work on these other days will be granted compensatory time off.

16.02 When any of the above occur on Saturday and school is not in session on the preceding Friday, or when the holiday occurs on Sunday and school is not in session on the following Monday, then the Friday or the Monday shall be considered as the holiday. Any employee required to work on a holiday shall receive the holiday pay plus time and a half (1-1/2) for all hours worked.

16.03 Employees on a yearly salary shall receive the day off with no reduction in pay.

16.04 Written explanation shall be required for any absence on the last work day preceding a holiday - and/or the first work day following the same before payment will be made for those dates. Absence prior to or following a holiday may be taken only if approved by the Superintendent or designee.

ARTICLE XVII -- WORKER'S COMPENSATION

17.01 All employees of the Board of Education are protected under the State Worker's Compensation Act of Ohio in cases of injury or death incurred in the course of and arising out of their employment. All employees' application for this compensation should be filed by the attending physician within thirty (30) days after the injury.

17.02 In the event of injury or death, the employee or his/her dependents may be entitled to compensation for medical, nurse, hospital and other services as may be authorized by law and approved by the Industrial Commission.

17.03 In the event the employee is injured while on the job and is entitled to Worker's Compensation benefits, the employee may elect to receive temporary total compensation payable under Worker's Compensation Law prior to exhausting his/her accumulated sick leave or accrued vacation benefits.

ARTICLE XVIII -- ASSOCIATION RIGHTS

18.01 District Meetings

Ten (10) employees, not to exceed two (2) per classification, will be granted permission to attend the Annual District OAPSE Meeting without loss of pay.

18.02 Conference

Two (2) delegates for less than one hundred (100) employees or three (3) delegates for more than one hundred (100) employees in OAPSE Chapter #223 will be permitted to attend the Annual OAPSE Conference, without loss of pay for the required number of days, not to exceed four (4) days.

The OAPSE Chapter #223 shall reimburse the East Liverpool Board of Education for the cost of substitutes who are employed for the specific purpose of substituting for delegates.

The rate of reimbursement shall be the prevailing rate per day per substitute.

18.03 Association Matters

An OAPSE representative in each classification will be afforded the opportunity to speak for a period not to exceed five (5) minutes at the staff reorganization meeting held at the beginning of each school year.

18.04 Association Meetings

Employees who work at such times that they cannot attend Chapter meetings may request through their immediate supervisor, to attend such meetings that are held monthly.

18.05 Organizational Rights

The Association shall have the following rights in addition to the rights contained in any other portion of this Agreement.

A. The Association shall have the right to use bulletin boards in any work location to disseminate information to employees, provided, however, that any materials posted shall neither advocate nor promote any actions which would tend to impede or disrupt the district's mission of educating children. Any information or material to be posted must be approved by the building principal or immediate supervisor.

   Specifically excluded are partisan election materials and those materials which are defamatory, derogatory, or libelous in nature. The appropriateness of any such posted materials shall be determined by the Superintendent of Schools. All materials so posted shall be signed by the individual issuing such information. Those bulletin boards used will not be in areas generally frequented by the general public or students (e.g., in corridors, classrooms, etc.).

B. Announcements of general meetings of the Association may be made over the public address system so long as they are part of normal announcements (e.g., not special announcements).

C. The Association will be permitted to use the internal system of the school mail for distribution of Association bulletins, newsletters, and other circulars, provided a copy of such materials is provided in advance to the Superintendent. Such materials shall not be contrary to the public mission of the school district.

ARTICLE XIX -- EVALUATION

19.01 Evaluation

All employees will receive an evaluation administered by excluded supervisory personnel at least once annually. Following completion of this written evaluation, the evaluation will be shared with the employee, who will sign the evaluation to indicate that he/she has read said evaluation. The signature by the employee will not constitute agreement with the contents of the evaluation but instead will indicate only that said employee has read the evaluation.

If the employee disagrees with the content of the written evaluation, he/she may file a written objection with the Superintendent of Schools. This rebuttal or reply to the evaluation will be physically attached to the evaluation and will be considered a part thereof.

19.02 Review of Personnel Files

Upon written request, all employees may review their personnel file during regular business hours. The review of such file shall be in the presence of the administrator having custody of such file, or his/her designated representative. No material shall be removed from said file unless authorized in writing by the administrator.

The employee is permitted to submit, in writing, a rebuttal to any and all material contained within the file.

The administration may furnish copies of any material contained in the file upon request to the affected employees and upon payment of the established fee to reproduce such copies.

During such file review, all pre-employment or promotional recommendations and information shall be removed from such file, remain confidential, and returned to the file after review.

Material or written complaints against the employee that are determined by the Superintendent to be unwarranted shall be removed from the file.

Employees shall receive a copy of any item(s) of a negative or critical nature at the time of the placement of said materials in the file. If the employee disagrees with the content of said materials, he/she may file a written objection with the Superintendent of Schools. This rebuttal or reply will be physically attached to the materials and will be considered a part of their personnel file.

All personnel files shall be maintained in the Office of the Superintendent of Schools.

ARTICLE XX -- SICK LEAVE

20.01 Each employee may at his/her discretion use sick leave for absence due to illness, injury, pregnancy, exposure to contagious disease that could be communicated to other employees or children, and absences due to illness or death in the immediate family. (The use of sick leave for routine physical or dental examinations is not permitted.) Each employee shall be entitled to accumulate sick leave credit at the rate of one and one-fourth (1 ¼) days per month to a maximum of fifteen (15) days per year and shall be accumulated to two-hundred and fifty-eight (258) days.

20.02 Immediate Family

Definition of immediate family shall be: parents, children, brothers and sisters, spouse, grandparents, grandchildren, in-laws, and any of the employee's family who live in the home.

20.03 Absenteeism

When the administration determines that an employee's sick leave use is excessive, chronic or patterned, an administrative conference shall be held. The employee shall provide an explanation for such absences at this conference. Abuse of, or improper use of sick leave may be grounds for disciplinary action.

20.04 Reporting Off From Work

An employee shall report off from work for each day's absence to the appropriate supervisor at least two (2) hours prior to report time for the second and third shifts and one (1) hour for the first shift. Exceptions shall be made for emergencies.

20.05 Any employee injured in the line of duty and approved for Worker's Compensation may elect to use either sick leave or Worker's Compensation. Should the employee use sick leave and then be approved for Worker's Compensation and wish to re-establish sick leave credit, the employee may do so by remitting to the Treasurer of the Board of Education an amount equal to his/her daily rate times the number of days to be reinstated. The number of days reinstated cannot exceed the number of days of sick leave used because of the industrial accident and claim.

20.06 Attendance Recognition Plan

Any employee, who has reached his/her anniversary date prior to July 1, shall be eligible for Attendance Recognition Pay which shall be based on the period from July 1 through June 30 and which shall be paid in August, according to the following schedule:

0 Days Absence = 5 days pay

1 Days Absence = 4 days pay

2 Days Absence = 3 days pay

3 Days Absence = 2 days pay

4 Days Absence = 1 day pay

For the purpose of this section, either personal or sick leave shall be counted as absence. Also, at the end of each year, the total number of days shall be totaled and then rounded to the next highest number.

20.07 Sick leave shall be credited for each month in which the employee has been in an active pay status (i.e., actually performing work or receiving compensation for approved absence) for at least one half (1/2) of the number of hours scheduled for work during that month.

20.08 Employees who have exhausted all available sick leave and who are not eligible for disability retirement may receive up to twenty (20) additional sick leave days contributed by other employees from their accumulated sick leave. Employees are limited to donating one (1) to five (5) days per year, to any employee, but must be reviewed by the Superintendent and Treasurer for approval. These days will be deducted from the donor's accumulated sick leave and will not count against donors Attendance Recognition Pay.

ARTICLE XXI -- LEAVE OF ABSENCE

21.01 Upon application of an employee who has completed three (3) years in the East Liverpool City School District, a leave of absence may be granted as follows.

21.02 Leave of absence limited to sixty (60) days. Leave of absence without pay shall not exceed a period of sixty (60) days except as provided herein.

21.03 Extension of sixty (60) days leave. If a leave of absence is for continued illness or disability not incurred in the performance of service or for other good and sufficient reasons, leave may be extended, but in no case to exceed a period of one (1) year, except as provided in Section 21.04 and except for service in the armed forces of the United States.

21.04 Extension of one (1) year leave. In unusual cases where an employee has been injured in line of duty, leave of absence extensions may be granted. However, they may not exceed a total of one (1) year of such extensions beyond the regular one (1) year maximum leave allowed under Section 21.03 during any five (5) year period. A year is defined as the number of days equal to one year of service for the classification in which the member is assigned at the time of the initial application of Section 21.02.

ARTICLE XXII -- SPECIAL LEAVES

22.01 Personal Leave

Full time employees shall be granted no more than three (3) days annually without loss of pay for the conduct of personal business. Approved personal leave shall not be charged to sick leave. Except in cases of urgent necessity, application for such leave shall be made in writing to the Superintendent five (5) days prior to the beginning of such leave.

Upon certification by the employee that the purpose of such leave has been authorized pursuant to this provision, the Superintendent may approve the application. No more than five percent (5%) of the staff in any classification in any building shall be granted personal leave at the same time, unless such calculation results in fewer than two (2) employees being permitted to utilize personal leave. Any request for personal leave not submitted within five (5) working days must contain the reason for the leave.

Such days are neither accumulative nor are they transferable from one (1) school year to another. Such days will not be deducted from sick leave. Such days cannot be taken before or after a school holiday. Evidence indicating to the Board of Education as abuse of personal leave shall be considered just cause for dismissal from service.

Requests for consecutive days of personal leave of regularly scheduled work days shall require that the employee provide reasons and that approval be received at least five (5) days in advance of such leave.

Personal leave may be requested in increments of half or whole days.

22.02 Jury Duty Exemption

Any employee who is required to be absent from work because of jury duty shall notify his/her immediate supervisor by promptly presenting the jury selection notice.

The employee shall be excused from his/her regular work assignment to perform jury duty and shall be paid the difference between the employee's compensation as a juror and the employee's regular compensation.

22.03 Conversion of Personal Leave

After July 1 of each year, each employee shall have the unused portion of his/her remaining personal leave days available on June 30, credited to employee accrued sick leave.

22.04 Professional Leave

Employees may attend, without loss of pay and with expenses reimbursed in accordance with administrative procedure, meetings and classes concerned with their assignments, when such meetings are not sponsored by the bargaining unit and are approved by the Superintendent. Approval for such meetings must be within the limitations of the budget established for this purpose. A professional leave form will be required if employee is to be absent one-half (1/2) or more of a working day. Employees may be required to submit a report highlighting the meeting to the Superintendent.

22.05 Meetings

Employees required by the administration to attend a meeting (other than during regular work hours) not alluded to in this agreement will receive compensatory time in accordance with the provisions of that section in this agreement.

22.06 Assault Leave

1. Any bargaining unit member physically assaulted while in the course of such bargaining unit member's employment and temporarily disabled by any injury resulting from such assault as documented by a physician, shall remain on the payroll for up to twenty (20) days as a regular bargaining unit member and shall receive all benefits as if on sick leave as hereinafter provided until released to return to work by the physician. The bargaining unit member shall apply for Worker's Compensation benefits. If the Worker's Compensation benefits are paid, the Board shall pay to such bargaining unit member the difference between the benefits received and the bargaining unit member's regular salary. There shall be no deduction from the accumulated sick leave of a bargaining unit member on assault leave.

2. The Board of Education may require a second opinion regarding such disability. The Board of Education shall bear the cost of this opinion. Should such second opinion be in conflict with the first opinion, the parties shall mutually select a provider for a third opinion, which shall be binding on all parties.

3. In the event that a bargaining unit member applies for and qualifies for disability retirement, all days of absence due to the assault shall be charged to sick leave.

ARTICLE XXIII -- SEVERANCE PAY

23.01 Severance pay shall be paid to all employees meeting the requirements upon retirement. The maximum number of days any employee can receive is one-third (1/3) of the first ninety (90) days of accumulated leave plus ten percent (10%) of all days beyond the first ninety (90) days and up to two hundred fifty (250). Payment shall be based on the daily rate of pay at retirement.

No such payment shall be made to any former employee unless such employee is accepted for retirement by the SERS within one hundred twenty (120) days from the date of separation of employment from the East Liverpool School District. No employee shall receive severance pay more than once. Upon payment of such severance pay, the accumulated and unused sick leave to the credit of such employee shall be extinguished.

The Treasurer of the Board must notify the employee, in writing, that the employee has one hundred twenty (120) days to select severance pay or transfer of sick leave to another agency.

ARTICLE XXIV -- WORK WEEK - CALL OUT - OVERTIME

24.01 Standard Work Week

The normal hours of work shall be not more than forty (40) per work week and not more than eight (8) hours per day. The work week may be any seven (7) consecutive day period during which forty eight (48) consecutive hours of rest are scheduled.

24.02 Call Out

Any employee called out to work on a scheduled time off shall be paid a minimum of two (2) hours pay or for the actual time spent over the two (2) hours based on regular rate of pay.

24.03 Overtime

All time worked in the excess of forty (40) hours per week or eight (8) hours per day shall be offered to employees on a rotating classification seniority basis by building and shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay. When calculating overtime, only time actually worked will be counted as overtime.

24.031 Overtime for Custodial Work

All full-time employees in the Building and Grounds classification shall be offered overtime-custodial work before substitutes are asked to work overtime. Head custodians are responsible for calling employees on a system seniority rotation basis before calling a substitute. The rate of pay shall be based on the appropriate step of the classification for the work required.

24.04 If work that is not substitute work is available on holidays or on breaks during the school year, employees who are not twelve (12) month employees and who are not already scheduled to work and express an interest to perform the work, will be offered the available work. Employees who wish to be considered for the available work must provide their intent to be considered to the Superintendent's designee by September 1 of each school year. Employees will be offered the available work on a seniority rotation basis.

24.05 Compensatory Time

The Board may grant compensatory time in lieu of overtime. Any employees taking compensatory time off in lieu of overtime pay shall have prior approval of such accrued time by his/her supervisor.

All compensatory time earned shall be subject to the provisions of the Fair Labor Standards Act.

Such compensatory time shall be accrued and granted at time and one-half (1-1/2) for all overtime hours worked.

Compensatory time shall be taken within one hundred and eighty (180) days following the time the overtime was worked.

An employee may not accrue more than two hundred and forty (240) hours of unused compensatory time for overtime hours worked. Employees who have accrued unused compensatory time up to these limits must be paid in cash for additional overtime.

Upon separation from employment, unused compensatory time must be paid at a rate of not less than the employee's average regular rate for the last three (3) years of employment or the employee's final regular rate, whichever is higher.

If the employee works any job different from his/her ordinary job classification at his/her option, the part-time hours of this job will not be counted as hours worked in determining overtime obligations, as per FLSA guidelines.

24.06 Calamity Days

Any employee not required to work during the time of an emergency created by an Act of God, such as snow and ice, requiring schools to be closed to students, shall be compensated at their regular rate of pay.

Employees notified by the Superintendent or supervisor to report for work during an emergency shall receive their regular rate of pay plus calamity day pay for such time worked.

24.07 Secretarial Lunch Time

Secretaries shall work an eight (8) hour schedule with a half (1/2) hour paid lunch to be taken away from the work station each day school is in session. It is understood that they are to be on call in case of an emergency.

Those who choose not to be paid for their lunch will not be on call and may leave the building if they so choose. However, a written notice must be submitted to the Office of the Superintendent two (2) weeks prior to the beginning of the school year stating they do not wish to be paid for their lunch half (1/2) hours. When exercising either option, it is to be understood that such choice is binding for the duration of the school year.

When school is in session for only one-half (1/2) day the secretary will be paid an eight (8) hour day, and receive a one (1) hour unpaid lunch and work seven and one half (7 ½) hours, encompassing a total of eight and one half (8 ½) hours. When school is not in session, the secretary will be paid for an eight (8) hour day and receive a one (1) hour unpaid lunch and work seven (7) hours, encompassing a total of eight (8) hours.

24.08 The Administration shall be permitted to install a system for tracking the hours worked by employees on a classification-by-classification, building-, or District-wide basis.

ARTICLE XXV -- FRINGE BENEFITS

25.01 Health Insurance

Each employee of the bargaining unit employed a minimum of twenty (20) hours per week for each fully scheduled week as of January 1, 1990 shall be eligible for health insurance coverage. (For persons employed after January 1, 1990, this coverage will be provided for those employees working twenty-two and one half (22 ½) hours or more per week.) Such employee shall submit to the Treasurer an enrollment card as prescribed by the insurance carrier administrator and shall be subject to the provisions of insurability requirements established by the group insurance carrier/administrator.

The plan shall contain the following provisions:

A. The employee shall have the option of selecting either the single or family coverage if he/she participates. However, where both spouses are covered by a health insurance plan of the East Liverpool City School District, only one (1) can elect coverage.

B. In those situations where the employee does not participate in the school health insurance plan because he/she is covered in a family plan provided by his/her spouse's place of employment, that employee shall become a participant of the plan in accordance with COBRA upon request should the spouse die, become unemployed, or become divorced, subject to the above paragraph regarding the number of hours worked each week.

C. The summary of benefits is attached in Appendix B.

D. Obstetrical Benefit - Obstetrical Benefits provided in this agreement are specifically restricted to participants and/or legally married spouses. Proof of eligibility is an obligation of the participant.

E. Non-duplication of Benefits - The hospital, physician's services, and/or health insurance benefits of this program of insurance coverage will not be payable to the extent that they are paid by any other group plan that provides coverage to the participant.

F. Enrollment - All new hires shall become eligible for any of the insurance programs on the first of the month following the first six (6) months (one hundred and eighty [180] days) after the most recent date of hire. Eligibility is automatic (except for meeting the insurability requirements of the insurance carrier/administrator), but the employee must select the option for single or family coverage (subject to the limits noted above) and to certify dependents. The Treasurer shall notify the participant at least thirty (30) days prior to his/her date of eligibility.

G. Mammogram - The insurance program will reimburse for one (1) mammogram each year at the usual and customary rate with no participant contribution required.

H. Gynecological Examination - The insurance program will reimburse for one (1) gynecological examination at the usual and customary rate with no participant contribution required.

I. Maximum Limit on Mental Health and Substance Abuse Benefits – In accordance with the PPO.

25.02 Insurance Plan Buy Out

Any participant who is enrolled in the health, dental and vision insurance programs may opt out of the programs in exchange for a cash payment of $2,000 family plan (two (2) payments of $1,000) and $1,000 single plan (two (2) payments of $500). This option must be elected prior to October 1, and is not available to those participants who will continue to be covered by the district's health insurance program. Employees will receive the first payment by May 31, and the second payment by September 30.

25.03 Life Insurance

The Board shall pay 100% of the cost of life insurance in the amount of $30,000 for each eligible employee with effective hiring date of January 1, 1990, or earlier, who is regularly scheduled to work twenty (20) hours per week and such policy shall carry a double indemnity Accidental Death and Dismemberment rider.

For those employees hired after January 1, 1990, such coverage will be provided to those employees regularly scheduled to work a minimum of twenty-two and one half (22 ½) hours per week.

All new hires shall become eligible for any of the insurance programs on the first of the month following the first six (6) months (one hundred and eighty [180] days) after the most recent date of hire. Eligibility is automatic (except for meeting the insurability requirements of the insurance carrier/administrator), but the participant must complete the necessary forms and certify dependents. The Treasurer shall notify the participant at least thirty (30) days prior to his/her date of eligibility.

25.04 Dental Insurance

Dental insurance shall be available for individual and family coverage for all affected employees of the bargaining unit who are employed as of January 1, 1990 for a minimum of twenty (20) hours per week for each fully scheduled week. For those participants employed after January 1, 1990, this coverage will be provided for those employees regularly scheduled to work a minimum of twenty-two and one half (22 ½) hours per week.

All new hires shall become eligible for any of the insurance programs on the first of the month following the first six (6) months (one hundred and eighty [180] days) after the most recent date of hire. Eligibility is automatic (except for meeting the insurability requirements of the insurance carrier/administrator), but the employee must complete the necessary forms and certify dependents. The Treasurer shall notify the participant at least thirty (30) days prior to his/her date of eligibility.

25.05 Prescription Drug

See Summary of Prescription Drug Benefits attached, as Appendix C.

25.06 Vision Plan

Supermed Vision Plan E

25.07 Insurance Premiums for Health, Dental, Vision, and Prescription plans

Effective September 1, 2011, eligible bargaining unit members shall pay 2.5% of the cost of the premiums for Health, Dental, Vision, and Prescription Plans up to a maximum of $63 per month; effective September 1, 2012, 5% of the cost of the premiums for Health, Dental, Vision, and Prescription Plans up to a maximum of $99 per month; effective September 1, 2013, 7.5% of the cost of the premiums for Health, Dental, Vision, and Prescription Plans up to a maximum of $135 per month.

25.08 Insurance Committee

A Joint Committee to discuss Health Insurance coverage. This Committee will meet a minimum of once every three (3) months. This committee shall discuss insurance coverage; however it shall not have the authority to change present contract language.

25.09 Extended Benefit

A. In the event of extended illness, and sick leave runs out, the East Liverpool Board of Education agrees to extend coverage by paying the prevailing cost of the premium for hospitalization insurance for the duration of the illness or upon retirement or for the remainder of the current contract year, whichever is earlier. Effective January 1, 1988 this extended benefit will be limited to a maximum of twelve (12) months during an employee's tenure with the district.

B. Insurance benefit booklets shall be given to each employee.

C. The Board shall maintain the same benefit levels for the duration of this agreement.

D. Employees that do not participate in any of the above insurance plans shall become eligible immediately upon request, and proven need, including but not limited to death of spouse, unemployment, lay off and divorce; such employee shall be insured immediately upon application.

E. Upon retirement or resignation, an employee shall have the right to continue participation in any of the insurance plans by reason of an individual policy at the employee's cost, granted by the carrier without benefits of physical examination if application is made within a one (1) month period of time from retirement or resignation.

25.10 Mileage

Employees required to use their personal vehicle for school business, shall be reimbursed at the current rate paid by Board.

The Truck Driver will receive an additional $500. Said amount will be made in two (2) payments (January and July) of each year.

25.11 Credit Union

Payroll deductions for Credit Union shall be provided by the Board for all eligible employees who request in writing such deduction. Employees may request the number of deductions per month for savings and/or loans.

25.12 Retirement Pick-Up

The Board of Education hereby agrees to maintain a "paper pick-up" of retirement contributions on behalf of employees. Such employee contributions, however, will continue to be made by the employees. Should subsequent court or governmental rulings disallow such a "paper pick-up," this section will be null and void.

ARTICLE XXVI -- EMPLOYEE PLACEMENT ON SALARY SCHEDULE AND RATE EQUITY

26.01 Any employee hired by the East Liverpool City Schools with previous experience outside the school district may be placed on the salary schedule no higher than experience Step 0. A termination, resignation, or any break in service with the East Liverpool City Schools shall mean that at such time that the employee should return to work for the schools, he/she shall return on the basis of a newly hired employee.

26.02 Higher Classification Pay

Any employee who is temporarily assigned for a period of three (3) consecutive work days to perform work normally performed by an employee holding a higher classification shall receive the rate of pay normally paid the higher classified employee, beginning with the fourth (4th) consecutive day of such temporary assignment.

These assignments shall first be offered to employees on a rotating seniority basis by building within the appropriate job classification.

26.03 Longevity Pay

Employees who are employed with the District before September 1, 2009 will receive longevity pay according to the following schedule:

15-19 years - $650.00 each year
20-24 years - $850.00 each year
25+ years - $1,050.00 each year

Employees who are newly employed with the District after September 1, 2009 will receive longevity pay according to the following schedule:

At the end of the 15th year, $650.00. (No further payments until the end of the 20th year.)

At the end of the 20th year, $850.00. (No further payments until the end of the 25th year.)

At the end of the 25th year, $1,050.00. (No further payments after year 25.)

Said payments will be subject to all deductions required by law.

Seniority for this section shall be defined by the date of full-time appointment to any position and subsequent service not interrupted by resignation or retirement.

The number of years to be paid shall be determined as of the last anniversary date prior to April 1.

Employees whose employment is terminated in any fashion prior to April 1 and who have been in active payroll status on his/her anniversary date shall be eligible under the provisions of this section. Said payment shall be made in the pay period following the date of separation.

ARTICLE XXVII -- GENERAL PROVISIONS

27.01 Uniforms

Uniforms shall be provided for cafeteria workers and the bus mechanics upon the request of the employee. The cost of these uniforms shall be deducted from the annual salary of these employees.

27.02 Teacher Aides

Except as otherwise provided in this Article, the length of the regularly scheduled working day for teacher aides shall be no less than six (6) hours. At least three (3) of the aides in the kindergarten will be employed for at least four (4) hours. If the Board assigns aides to St. Aloysius, the length of the work day for teacher aides at St. Aloysius shall be no less than two (2) hours.

Once the number of hours is established for the aide, the number of hours will not be changed during the school year without the agreement of the aide.

Aides will be assigned for the total number of days that school is in regular session and compensation shall be for days worked plus nine (9) paid holidays.

The administration shall develop and maintain a list of substitute teacher aides. Substitutes shall be utilized in the absence of regular teachers aides, solely at the discretion of the administration and predicated on practicality and availability.

When an aide is put in the position of supervising a class without the teacher/librarian for more than one hour, the aide will be compensated at an additional $.50 per hour.

27.03 Substitutes

Substitutes shall be permitted to work overtime only after all regular employees in that job classification in the building in which the employee is assigned to work have exercised the right of first refusal and such regular employees are available for work upon notification.

27.04 Tools

All tools purchased on behalf of employees in the past will remain the property of the employee but must be used for the purposes of the school district. All tool acquisitions after the effective date of this agreement will be recommended by the supervisor and remain the property of the school district.

27.05 Pay Periods and Pay Dates

Each pay period shall close at 12:01 A.M. on the Sunday following the issue of each payroll check. Time worked during any pay period shall be paid on the next pay date provided the authorizing time slip is received in the Office of the Treasurer on the Monday following the close of each pay period.

27.06 Seasonal and Casual Employees

Seasonal, casual, and summer employees shall not displace full time employees. Seasonal, casual, and summer employees shall be permitted to work overtime or serve in the absence of a head custodian only after all full time employees in the job classification in the building in which the employee is assigned to work have exercised the right of first refusal and such members are available upon notification.

27.07 Job Related Education or Training

Any employee wishing to gain job-related education or training to advance in job classification shall be reimbursed the cost of such training at a vocational school or other education institution approved by the Superintendent.

27.08 Custodians

Custodians will not be held accountable or responsible for any activity for which they are not assigned.

A custodian shall be on duty whenever a building is in use for an event open to the general public for which admission is charged or clean-up is deemed necessary prior to the event by the administrator or supervisor in charge. Events such as rehearsals or practices which are intended for attendance only by those participating shall not be considered as events open to the general public.

Custodians on duty at such events will comply with any and all reasonable and practical requests, which are within the scope of the custodian's job description, made by the activity supervisor, as designated by Board appointment or as indicated in the Board rental contract.

Two (2) radios will be made available for the afternoon shift for custodians at the high school and for custodians at Westgate. The custodians will pick up the radios at the beginning of their shifts and will return them to the recharging receptacles at the end of the shift. Custodians provided with radios shall be required to carry them and be responsible for the care of said radios.

Custodians shall not be required to change ballasts or perform any electrical work for which they are not trained. Custodians shall not refuse training.

Custodians shall not be required to perform a full-shift cleaning assignment in four (4) hours.

The administration will make every effort to submit building rental slips to custodians at least twenty-four (24) hours before the event takes place.

27.09 Tuition

Children of employees who are legal residents of the State of Ohio and who live outside the district shall be permitted to attend East Liverpool City Schools without any charges for tuition, effective with the beginning of the 1996-97 school year.

27.10 Administrative Offices Cleaning

The central administrative offices will be thoroughly cleaned at least once annually.

27.11 Summer Work

Summer work shall be offered to nine (9)- and ten (10)-month employees on a system seniority basis before others are hired. Compensation will be paid at the custodian zero step of the salary schedule. Once hired for summer work, the District will assign the summer workers to the appropriate positions.

27.12 Athletic Events

Employees interested in working athletic events shall submit a letter of intent to the office of the Athletic Director by August 15 of each year. In those circumstances where a sufficient number of requests to work an athletic event are received, an equal number of OAPSE and non-OAPSE members will be utilized at each event. OAPSE members will be assigned on a rotating basis according to seniority. If an event does not require an even number of workers, and OAPSE members are under-represented at an event, they will be given top priority consideration for the next event.

ARTICLE XXVIII -- BUS DRIVERS

28.01 Routes

Regular routes are established as a five (5) hour minimum. Regular routes plus kindergarten are established as a seven (7) hour minimum.

The Board shall pay one-half (1/2) hour of cleaning and prep time for the buses.

28.02 Extra Driving

There shall be established a minimum of two (2) hours pay for all extra duty driving. Rate of pay for extra duty driving shall be established as the driver's regular hourly rate of pay. Nothing in this section shall be interpreted to mean that the administration must excuse a driver from a regular run in order to receive extra duty driving. Extra driving (special trips) shall be posted at least two (2) working days prior to the scheduled trip. Drivers shall be permitted to give up their morning and/or afternoon run and take an extra duty trip if a substitute is available to drive their morning and/or afternoon run.

There shall be established in the Transportation Center a rotating system of assignments for all extra duty trips (except for Camp Fitch). The assignments systems shall be comprised of a listing in order of seniority of all regular bus drivers desiring to participate in extra trips and special runs in the school system. The assignment of such trips shall be on a rotating basis starting at the top of the list and rotating down. A driver has the option of passing a trip at the time that driver's name appears at the top of the list for the next trip, but if the driver passes a trip, such drivers must wait until rotation is completed again prior to qualifying for an extra trip. Any driver opting to pass three (3) consecutive trips shall be removed from the list of extra trips for the remainder of the school year.

Drivers of field trips will receive pay for time rounded to the next quarter (1/4) hour after return to the point of departure for the students, plus an additional one-quarter (1/4) hour.

One-half (1/2) hour of additional time may be required after special trips for the cleaning of the bus. Such cleaning will be authorized by the Director of Transportation and will be performed to the Director's satisfaction.

If a driver is assigned a trip that is cancelled after the driver left for the bus garage to make the trip, that driver will be paid two (2) hours and retain the option to take the next trip not already assigned to another driver.

If the trip is cancelled before the driver has left for that trip, the driver will then retain the option of taking the next trip not already assigned.

If the driver fails to take the next unassigned trip, then he/she will resume his/her normal rotation in the extra driving list as if he/she did perform the extra duty driving which was cancelled.

There shall be no splitting of trips which are greater than thirty (30) miles from the point of departure unless said trips are anticipated to last longer than twelve (12) hours from the time of departure until return.

28.03 Camp Fitch

Drivers transporting students to or from the Camp Fitch Outdoor Education Program shall be permitted to complete their regular morning run prior to transporting students to or from the camp. Drivers shall forfeit the balance of their regular daily wages (maximum of two and one half [2 ½] hours) and regular bus runs and receive a minimum of eight (8) hours pay, in addition to the morning run. In the event that the drivers are requested to forego the regular morning runs, they will be paid for them as if they had driven and still receive the additional eight (8) hours for the Camp Fitch transportation.

28.04 When a driver having completed his/her scheduled route and while on duty is used to relieve another driver for a short period of time and the situation does not entail a special "call out", the driver shall be paid for one (1) hour work or for the actual time spent over the one (1) hour.

28.05 Handbook Committee

A committee of three (3) shall be elected from the bus drivers classification to serve in an advisory capacity in the development of the comprehensive handbook of rules and regulations. The handbook would be reviewed annually and revisions would be recommended if necessary.

28.06 Emergency Trips and Seniority

When trips must be assigned on an emergency basis (less than two [2] days posting), the following procedure shall be used:

A. Drivers shall be assigned in order of their standing on the rotating list.

B. Drivers who cannot accept the trip shall not be rotated to the bottom of the list. Neither shall the driver taking the trip be rotated.

C. Pay for extra driving shall be at the driver's regular hourly rate of pay.

D. The rule of three [3] consecutive passes shall not apply to emergency trips.

28.07 Substitutes' Care of Bus

Substitutes using a regular driver's bus shall return that bus to them cleaned, or in the same condition received.

28.08 Absences from Kindergarten Run

In the event that a driver is absent from a noon kindergarten run, only one-quarter (.25) of a day shall be charged to the approved leave. In the event that the absence is without pay, two (2) hours shall be deducted from the drivers pay.

When drivers of midday runs are absent regular drivers shall be called to replace them.

The kindergarten runs will be offered to regular drivers using the extra curricular trip board as the selection procedure. This pertains to drivers only and not aides who have been assigned to the kindergarten pre-school or tech prep runs.

28.09 Cosmetology Run

One (1) hour of pay shall be provided to the bus drivers assigned to the cosmetology run. In the event that the driver assigned the cosmetology run is absent from the cosmetology run only, one-quarter (.25) of a day shall be charged to the approved leave. In the event that the absence is without pay, one (1) hour shall be deducted from the driver's pay for the cosmetology run.

28.10 Split Trips

Trips to and from the same activity/event which are posted separately (i.e., split trips) will be assigned to the same driver. The driver may keep the bus at the site of the activity/event until the "return trip." Drivers will not be compensated for "layover" time.

28.11 Bus Driver Inservice

The Board of Education will provide annually an inservice to meet the requirements of the Ohio Administrative Code. Bus drivers attending this meeting will receive their regular hourly rate for the time that the meeting is held.

The Board of Education will provide an annual safety meeting the day before school starts for all East Liverpool School District bus drivers. Bus drivers attending this meeting will be paid for two (2) hours at their regular hourly rate.

28.12 Field Trips

Buses will be used to transport more than sixteen (16) people, including the driver, on the same trip. The Board of Education will require a passenger manifest for all trips. A copy of said manifest will be available at the Bus Garage prior to the departure date.

28.13 Commercial Driver License Fees

The East Liverpool School District will pay all fees that are required by the State of Ohio to those bus drivers who pass the renewal of their Commercial Drivers License.

28.14 Annual Posting of Bus Runs

A. During August of each year the administration will develop bus schedules affecting bus routes in the district. The intent is to provide drivers with the opportunity to bid regular routes and noon runs on the basis of seniority.

B. At least two (2) weeks prior to a meeting held to permit bidding, the administration will provide notice of the availability of the bus schedules and a copy of the bus driver seniority list.

C. The notice shall be sent to the last known address of the driver, as filed in the payroll records of the district.

D. At the meeting held in August for bidding, each driver shall, in descending order of seniority, select a bus run. Any challenges to the order of seniority must be raised prior to the day on which bidding occurs. Each driver will be afforded a maximum of fifteen (15) minutes to select a bus run. Any driver not selecting a run within the allotted time shall be moved to the last position on the seniority list.

E. "Both parties recognize that minor adjustments to the established bus routes may be necessary during the school year and if this becomes necessary, a notice of two (2) weeks will be given by the Director of Transportation that re-bidding will be necessary to take care of minor adjustments in bus routes. Only one (1) re-biding will be permitted each year.

F. Bus runs awarded as a result of this agreement shall remain in effect for that school year or until such time as a driver receives a new run as a result of a vacancy and bidding.

28.15 Drug Testing: The school district will pay up to two (2) hours at the bus drivers hourly rate of pay for those selected at random for a required drug test.

28.16 Charter Trips

Each athletic activity will be entitled to use charter buses for trips up to two (2) times during the regular season and for each playoff game. Each non-athletic student activity will also be permitted to use charter buses two (2) times during the school year. Any charter bus trips above the amounts set forth in this Article will be discussed with the OAPSE President. The maximums shall only be exceeded based upon the mutual agreement of the Superintendent and OAPSE President or if state or federal law prohibits the use of regular buses for the trip.

ARTICLE XXIX -- SALARY

29.01 Salary Schedules

The salary schedule covering the life of this agreement is attached to the agreement.

The Board proposes a 2% increase effective September 1, 2011. A 25 cents per hour increase shall be added to each hourly rate before the 2% increase effective September 1, 2011, a 2% increase effective September 1, 2012, and a 2% increase effective September 1, 2013.

29.02 Me Too Clause

For the 2011-12, 2012-13, and 2013-14 school years, if the Board and the ELEA agree to any increase on the BA-0 above the percentages set forth in 29.01, the percentages in 29.01 will be increased to reflect the BA-0 percentage increase for the school year in question.

For the 2011-12, 2012-13, and 2013-14 school years, if the Board and the ELEA agree to insurance caps that are less than the caps set forth in Article 25.07, the caps in 27.01 will be decreased to reflect the caps agreed to with the ELEA.

If the Board and the ELEA do not agree to delete the Retirement Incentive, then Article XXX – Retirement Incentive of the OAPSE Agreement shall remain in the OAPSE Agreement.

ARTICLE XXX -- OAPSE/AFSCME PEOPLE

30.01 Salary Deduction

The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provide for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE XXXI -- AGREEMENT PREPARATION

31.01 Distribution of Agreement

Within forty-five (45) days of the securing of the final signatures to this Agreement, the Board of Education shall print and provide without charge a copy of this agreement to every employee of the bargaining unit. An additional ten (10) copies will be provided to the President of OAPSE Chapter #223 for use by the bargaining unit. Single additional copies may be requested by OAPSE at any time.

ARTICLE XXXII -- DURATION AND AGREEMENT

32.01 Effective Date

The effective date of this Agreement shall be September 1, **2011** ~~2009~~ and shall remain in force through and until August 31, **2014** ~~2011~~.

32.02 Memorandum of Understanding

A memorandum of understanding is an agreement between the parties, recognizing a desire and a willingness to expand the scope of required bargaining, either to clarify an issue or to reach accord on a matter of mutual concern.

Such memorandum shall remain in effect for either period defined or for the duration of the master agreement, as negotiated by the parties.

Memorandum of understanding shall be considered as an addendum to the contract and subject to re-negotiation only by mutual consent of the parties.

32.03 Signatures

THIS AGREEMENT made and entered into this _____ day of _____, 2011, by and between the Board of Education of the East Liverpool City School District, hereinafter called the "Employer", and the **OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES, AFSCME/AFL-CIO**, and its Local #223, hereinafter called the "Union", for and on behalf of the employees in the bargaining unit as set forth in Article II of the Agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement on the day and the year first above written.

BOARD OF EDUCATION

By Janice Martin
President

By
Negotiation Team Member

By
Negotiation Team Member

By
Negotiation Team Member

By
Negotiation Team Member

By
Negotiation Team Member

By
Negotiation Team Member

By
Negotiation Team Member

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES/AFSCME/ AFL-CIO

By Perry L. Stewart
O.A.P.S.E., 223, President

By
Negotiation Team Member

By
Negotiation Team Member

By Jannie R Reed
Negotiation Team Member

By
Negotiation Team Member

By Cindy S. Wolff
Negotiation Team Member

By Cindy L Hilliard
Negotiation Team Member

By
Negotiation Team Member

APPENDIX A

OAPSE SALARY SCALE
2% INCREASE – EFFECTIVE SEPTEMBER 1, 2011

Step	Bus Aide	Bus Driver	Mechanic	Cafeteria Aide	Cafeteria Cashier	Cafeteria Worker	Crossing Guard	Aide or Monitor
0	$ 10.41	$ 13.26	$ 15.22	$ 10.09	$ 10.54	$ 10.90	$ 10.34	$ 10.41
1	$ 10.55	$ 13.39	$ 15.92	$ 10.24	$ 10.69	$ 11.05	$ 10.43	$ 10.55
2	$ 10.71	$ 13.54	$ 16.58	$ 10.38	$ 10.81	$ 11.21	$ 10.57	$ 10.71
3	$ 10.82	$ 13.66	$ 17.27	$ 10.46	$ 10.95	$ 11.33	$ 10.71	$ 10.82
4	$ 10.98	$ 13.79	$ 17.89	$ 10.61	$ 11.05	$ 11.50	$ 10.82	$ 10.98
5	$ 11.09	$ 13.92	$ 18.60	$ 10.75	$ 11.19	$ 11.57	$ 10.98	$ 11.09
6	$ 11.31	$ 14.11	$ 18.97	$ 10.98	$ 11.41	$ 11.80	$ 11.17	$ 11.31
7	$ 11.53	$ 14.48	$ 19.35	$ 11.16	$ 11.66	$ 12.04	$ 11.39	$ 11.53
8	$ 11.74	$ 14.74	$ 19.72	$ 11.38	$ 11.86	$ 12.25	$ 11.62	$ 11.74
9	$ 11.95	$ 15.05	$ 20.10	$ 11.60	$ 12.11	$ 12.50	$ 11.83	$ 11.95

Step	Head Custodian HS/Westgate	Head Custodian Elem Schools	Boiler Fireman Westgate	Custodian or Truck Driver	Custodian Patterson Field	Maintenance Worker	12 Month Secretary	10 Month Secretary
0	$ 28,859.94	$ 27,848.79	$ 29,871.07	$ 25,537.53	$ 26.693.20	$ 26,583.45	$ 22,896.21	$ 19,109.64
1	$ 29,206.61	$ 28,195.45	$ 30,217.79	$ 25,884.25	$ 27,039.86	$ 26,930.15	$ 23,890.84	$ 19,939.52
2	$ 29,553.28	$ 28,542.15	$ 30,564.45	$ 26,230.95	$ 27,386.52	$ 27,276.85	$ 24,910.67	$ 20,791.02
3	$ 29,899.95	$ 28,888.83	$ 30,911.11	$ 26,577.60	$ 27,733.24	$ 27,623.50	$ 25,589.54	$ 21,357.30
4	$ 30,246.65	$ 29,235.47	$ 31,257.76	$ 26,924.34	$ 28,079.90	$ 27,970.24	$ 26,271.40	$ 21,926.60
5	$ 30,940.04	$ 29,928.97	$ 31,951.26	$ 27,617.69	$ 28,773.32	$ 28,663.63	$ 27,623.47	$ 23,054.98
6	$ 31,548.23	$ 30,516.94	$ 32,579.66	$ 28,159.34	$ 29,338.18	$ 29,226.27	$ 28,165.32	$ 23,507.24
7	$ 32,168,58	$ 31,116.68	$ 33,220.67	$ 28,712.03	$ 29,914.34	$ 29,800.20	$ 28,718.02	$ 23,968.51
8	$ 32,773.98	$ 31,701.94	$ 33,846.18	$ 29,251.27	$ 30,476.59	$ 30,360.28	$ 29,257.38	$ 24,418.68
9	$ 33,418.84	$ 32,325.36	$ 34,512.49	$ 29,825.70	$ 31,075.50	$ 30,956.87	$ 29,831.93	$ 24,898.19

OAPSE SALARY SCALE
2% INCREASE – EFFECTIVE SEPTEMBER 1, 2012

Step	Bus Aide	Bus Driver	Mechanic	Cafeteria Aide	Cafeteria Cashier	Cafeteria Worker	Crossing Guard	Aide or Monitor
0	$ 10.62	$ 13.53	$ 15.52	$ 10.29	$ 10.75	$ 11.12	$ 10.55	$ 10.62
1	$ 10.76	$ 13.66	$ 16.24	$ 10.44	$ 10.90	$ 11.27	$ 10.64	$ 10.76
2	$ 10.92	$ 13.81	$ 16.91	$ 10.59	$ 11.03	$ 11.43	$ 10.78	$ 10.92
3	$ 11.04	$ 13.93	$ 17.62	$ 10.67	$ 11.17	$ 11.56	$ 10.92	$ 11.04
4	$ 11.20	$ 14.07	$ 18.25	$ 10.82	$ 11.27	$ 11.73	$ 11.04	$ 11.20
5	$ 11.31	$ 14.20	$ 18.97	$ 10.97	$ 11.41	$ 11.80	$ 11.20	$ 11.31
6	$ 11.54	$ 14.39	$ 19.35	$ 11.20	$ 11.64	$ 12.04	$ 11.39	$ 11.54
7	$ 11.76	$ 14.77	$ 19.74	$ 11.38	$ 11.89	$ 12.28	$ 11.62	$ 11.76
8	$ 11.97	$ 15.03	$ 20.11	$ 11.61	$ 12.10	$ 12.50	$ 11.85	$ 11.97
9	$ 12.19	$ 15.35	$ 20.50	$ 11.83	$ 12.35	$ 12.75	$ 12.07	$ 12.19

Step	Head Custodian HS/Westgate	Head Custodian Elem Schools	Boiler Fireman Westgate	Custodian or Truck Driver	Custodian Patterson Field	Maintenance Worker	12 Month Secretary	10 Month Secretary
0	$ 29,437.14	$ 28,405.77	$ 30,468.49	$ 26,048.28	$ 27,227.06	$ 27,115.12	$ 23,354.13	$ 19,491.83
1	$ 29,790.74	$ 28,759.36	$ 30,822.15	$ 26,401.94	$ 27,580.66	$ 27,468.75	$ 24,368.66	$ 20,338.31
2	$ 30,144.35	$ 29,112.99	$ 31,175.74	$ 26,755.57	$ 27,934.25	$ 27,822.39	$ 25,408.88	$ 21,206.84
3	$ 30,497.95	$ 29,466.61	$ 31,529.33	$ 27,109.15	$ 28,287.90	$ 28,175.97	$ 26,101.33	$ 21,784.45
4	$ 30,851.58	$ 29,820.18	$ 31,882.92	$ 27,462.83	$ 28,641.50	$ 28,529.64	$ 26,796.83	$ 22,365.13
5	$ 31,558.84	$ 30,527.55	$ 32,590.29	$ 28,170.04	$ 29,348.79	$ 29,236.90	$ 28,175.94	$ 23,516.08
6	$ 32,179.19	$ 31,127.28	$ 33,231.25	$ 28,722.53	$ 29,924.94	$ 29,810.80	$ 28,728.63	$ 23,977.38
7	$ 32,811.95	$ 31,739.01	$ 33,885.08	$ 29,286.27	$ 30,512.63	$ 30,396.20	$ 29,292.38	$ 24,447.88
8	$ 33,429.46	$ 32,335.98	$ 34,523.10	$ 29,836.30	$ 31,086.12	$ 30,967.49	$ 29,842.53	$ 24,907.05
9	$ 34,087.22	$ 32,971.87	$ 35,202.74	$ 30,422.21	$ 31,697.01	$ 31,576.01	$ 30,428.57	$ 25,396.15

OAPSE SALARY SCALE
2% INCREASE – EFFECTIVE SEPTEMBER 1, 2013

Step	Bus Aide	Bus Driver	Mechanic	Cafeteria Aide	Cafeteria Cashier	Cafeteria Worker	Crossing Guard	Aide or Monitor
0	$ 10.83	$ 13.80	$ 15.83	$ 10.50	$ 10.97	$ 11.34	$ 10.76	$ 10.83
1	$ 10.98	$ 13.93	$ 16.56	$ 10.65	$ 11.12	$ 11.50	$ 10.85	$ 10.98
2	$ 11.14	$ 14.09	$ 17.25	$ 10.80	$ 11.25	$ 11.66	$ 11.00	$ 11.14
3	$ 11.26	$ 14.21	$ 17.97	$ 10.88	$ 11.39	$ 11.79	$ 11.14	$ 11.26
4	$ 11.42	$ 14.35	$ 18.62	$ 11.04	$ 11.50	$ 11.96	$ 11.26	$ 11.42
5	$ 11.54	$ 14.48	$ 19.35	$ 11.19	$ 11.64	$ 12.04	$ 11.42	$ 11.54
6	$ 11.77	$ 14.68	$ 19.74	$ 11.42	$ 11.87	$ 12.28	$ 11.62	$ 11.77
7	$ 12.00	$ 15.07	$ 20.13	$ 11.61	$ 12.13	$ 12.53	$ 11.85	$ 12.00
8	$ 12.21	$ 15.33	$ 20.51	$ 11.84	$ 12.34	$ 12.75	$ 12.09	$ 12.21
9	$ 12.43	$ 15.66	$ 20.91	$ 12.07	$ 12.60	$ 13.01	$ 12.31	$ 12.43

Step	Head Custodian HS/Westgate	Head Custodian Elem Schools	Boiler Fireman Westgate	Custodian or Truck Driver	Custodian Patterson Field	Maintenance Worker	12 Month Secretary	10 Month Secretary
0	$ 30,025.88	$ 28,973.89	$ 31,077.86	$ 26,569.25	$ 27,771.60	$ 27,657.42	$ 23,821.21	$ 19,881.67
1	$ 30,386.55	$ 29,334.55	$ 31,438.59	$ 26,929.98	$ 28,132.27	$ 28,018.13	$ 24,856.03	$ 20,745.08
2	$ 30,747.24	$ 29,695.25	$ 31,799.25	$ 27,290.68	$ 28,492.94	$ 28,378.84	$ 25,917.06	$ 21,630.98
3	$ 31,107.91	$ 30,055.94	$ 32,159.92	$ 27,651.33	$ 28,853.66	$ 28,739.49	$ 26,623.36	$ 22,220.14
4	$ 31,468.61	$ 30,416.58	$ 32,520.58	$ 28,012.09	$ 29,214.33	$ 29,100.23	$ 27,332.77	$ 22,812.43
5	$ 32,190.02	$ 31,138.10	$ 33,242.10	$ 28,733.44	$ 29,935.77	$ 29,821.64	$ 28,739.46	$ 23,986.40
6	$ 32,822.77	$ 31,749.83	$ 33,895.88	$ 29,296.98	$ 30,523.44	$ 30,407.02	$ 29,303.20	$ 24,456.98
7	$ 33,468.19	$ 32,373.79	$ 34,562.78	$ 29,872.00	$ 31,122.88	$ 31,004.12	$ 29,878.23	$ 24,936.84
8	$ 34,098.05	$ 32,982.70	$ 35,213.56	$ 30,433.03	$ 31,707.84	$ 31,586.84	$ 30,439.38	$ 25,405.19
9	$ 34,768.96	$ 33,631.31	$ 35,906.79	$ 31,030.65	$ 32,330.95	$ 32,207.53	$ 31,037.14	$ 25,904.07

East Liverpool City Schools
Section 030 -

Benefits	Network Facility/ Any Professional Provider	Non-Network Facility
Benefit Period	January 1st through December 31st	
Dependent Age Limit	Age 25 – Removal upon End of Month	
Pre-Existing Condition Waiting Period	Initial Group Waived, All Others 3-3-6	
Blood Pint Deductible	0 pints	
Lifetime Maximum	$2,000,000	
Benefit Period Deductible – Single/Family[1]	$150 / $300	$150 / $300
Coinsurance	80%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	$400 / $400	$900 / $900
Physician/Office Services		
Office Visit (Illness/Injury)[2]	80% after deductible	
Urgent Care Office Visit[2]	80% after deductible	
Voluntary Second Surgical Opinion	80% after deductible	
Immunizations (tetanus toxoid, rabies vaccine, and meningococcal polysaccharide vaccine are covered services)	80% after deductible	70% after deductible
Preventative Services		
Office Visit/Routine Physical Exam (Two exams per benefit period)[2]	$15 copay, then 100%	
Well Child Care Services including Exam and Immunizations (To age nine, limited to a $500 maximum per benefit period)[2]	80% after deductible	
Well Child Care Laboratory Tests (To age nine)	80% after deductible	70% after deductible
Annual Routine Mammogram – $85 maximum per benefit period	100%	
Annual Routine Pap Test	100%	
Routine Prostate Specific Antigen (PSA)	100%	
Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel, Urinalysis (Ages nine and over, one each per benefit period)	100%	
Outpatient Services		
Medical/Surgical Services	80% after deductible	70% after deductible
Diagnostic Services – X-rays & Lab tests	80% after deductible	70% after deductible
Physical Therapy & Occupational Therapy – Facility and Professional	80% after deductible	70% after deductible
Radiation Therapy & Chemotherapy	80% after deductible	70% after deductible
Speech Therapy – Facility and Professional	80% after deductible	70% after deductible
Respiratory Therapy	80% after deductible	70% after deductible
Pulmonary Therapy	80% after deductible	70% after deductible
Dialysis Therapy	80% after deductible	70% after deductible
Cardiac Rehabilitation	80% after deductible	70% after deductible
Emergency use of an Emergency Room[3]	80% after deductible	70% after deductible

Benefits	Network Facility/ Any Professional Provider	Non-Network Facility
Non-Emergency use of an Emergency Room[3,4]	80% after deductible	70% after deductible
Inpatient Facility		
Semi-Private Room and Board	80% after deductible	70% after deductible
Maternity Services	80% after deductible	70% after deductible
Skilled Nursing Facility (120 days per benefit period)	80% after deductible	70% after deductible
Additional Services		
Allergy Testing	80% after deductible	70% after deductible
Allergy Treatments	80% after deductible	70% after deductible
Ambulance – Air if Medically Necessary	80% after deductible	70% after deductible
Durable Medical Equipment	80% after deductible	70% after deductible
Home Healthcare (90 visits per benefit period)	80% after deductible	70% after deductible
Hospice Services	80% after deductible	70% after deductible
Human Organ Transplants	80% after deductible	70% after deductible
Private Duty Nursing ($5,000 maximum per benefit period)	80% after deductible	
Mental Health and Substance Abuse		
Inpatient Mental Health Care Services (90 days per Lifetime)	80% after deductible	70% after deductible
Inpatient Substance Abuse Services (31 days per benefit period, $25,000 lifetime maximum combined with Outpatient Services)	80% after deductible	70% after deductible
Outpatient Mental Health Care Services (30 visits per benefit period)	50% after deductible	50% after deductible
Outpatient Substance Abuse Services ($1,550 maximum per benefit period, $25,000 lifetime maximum combined with Inpatient Services)	80% after deductible	70% after deductible

Note: Services requiring a copayment are not subject to the single/family deductible.

Deductible expenses incurred for services by a network provider will also apply to the non-network deductible. Deductible expenses incurred for services by a non-network provider will also apply to the network deductible.

Coinsurance expenses incurred for services by a network provider will also apply to the non-network coinsurance out-of-pocket limits. Coinsurance expenses incurred for services by a non-network provider will also apply to the network coinsurance out-of-pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

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.

---

[1]Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.
[2]The office visit copay applies to the cost of the office visit only.
[3]Copay waived if admitted.
[4]The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

East Liverpool City Schools
Rx Benefit Plan
Effective October 1, 2007

Benefits	Copay	Day Supply
Benefit Period	January 1st through December 31st	
Dependent Age Limit	Age 25 Fulltime Students - Removal upon End of Month	
Retail Program		
Generic Copayment	$5	30
Brand Name Copayment	$20	30
Mail Order Program		
Generic Copayment	$10	90
Brand Name Copayment	$40	90

Note: In an effort to continue our commitment to quality care and help contain the increasing cost of prescription drug coverage, a formulary feature is included in your prescription drug benefit. A formulary drug is a FDA approved prescription medication reviewed by an independent Pharmacy and Therapeutics Committee brought together by Medco Health Solutions, Inc. Formulary drugs can assist in maintaining quality care while meeting your plan's cost containment objectives.

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.