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# **MASTER CONTRACT**

**between**

**MILTON-UNION EXEMPTED VILLAGE  
BOARD OF EDUCATION**

**and**

**OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES  
AFSCME, AFL-CIO, LOCAL #172**

**Effective**

**July 1, 2011  
through  
June 30, 2014**

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23

24



1 Unless the Board agrees otherwise in a collective bargaining agreement, nothing in Chapter 4117  
2 of the Revised Code impairs the right and responsibility of each public employer to:

- 3
- 4 1. Determine matters of inherent managerial policy which included, but not limited  
5 to areas of discretion or policy such as the functions and programs of the public  
6 employees, standards of services, its overall budget, utilization of  
7 technology, and organizational structure;
- 8
- 9 2. Direct, supervise, evaluate, or hire employees;
- 10 3. Maintain and improve the efficiency and effectiveness of governmental  
11 operations;
- 12
- 13 4. Determine the overall methods, process, means, or personnel by which  
14 governmental operations are to be conducted;
- 15
- 16 5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer,  
17 assign, schedule, promote or retain employees;
- 18
- 19 6. Determine the adequacy of the work force;
- 20
- 21 7. Determine the overall mission of the employees as a unit of government;
- 22
- 23 8. Effectively manage the work forces;
- 24
- 25 9. Take actions to carry out the mission of the public employer as a governmental  
26 unit.
- 27

28 The Board is not required to bargain on subjects reserved to the management and direction of the  
29 government unit except as affect wages, hours, terms and conditions of employment, and the  
30 continuation, modification, or deletion of an existing provision of a collective bargaining  
31 agreement. A public employee or exclusive representative may raise a legitimate complaint or  
32 file a grievance based on the collective bargaining agreement.

### 33 34 **Article 3 - General Provisions**

#### 35 36 A. Individual and Organizational Rights

- 37
- 38 1. Fair Practice Clause - The Association agrees to admit to membership all  
39 members of the classified staff without discrimination on the basis of race, creed,  
40 color, national origin, sex or martial status.
- 41
- 42 2. No reprisals of any kind shall be taken by or against any participant in the  
43 negotiations procedure by either the Association or the Board.
- 44
- 45 3. There shall be no discrimination or intimidation by the Board or the Association  
46 against participants in this agreement as a result of race, creed, color, sex, national  
47 origin, handicap, age or affiliation or non-affiliation with the Association.
- 48

- 1 4. Individuals and minority organizations may present their views and  
2 recommendations to the Board at regularly scheduled meetings of the Board or in  
3 conference with the Superintendent or his/her designated representative.  
4

5 B. Association Rights  
6

7 The Association shall be entitled to these rights:  
8

- 9 1. Purchase for installation in the mutually agreed upon locations, bulletin boards for  
10 exclusive use of Association business.  
11  
12 2. Upon proper notification to the Maintenance Supervisor, second shift custodians will  
13 be given release time to attend monthly OAPSE meetings, which last approximately  
14 one (1) hour. Release time will not be considered to be work time. Such custodians  
15 will make up the work time missed, and record it on their time sheets.  
16  
17 3. The Employer agrees to deduct from the wages of any employee who is a member of  
18 the Union a PEOPLE (Public Employees Organized to Promote Legislative Equality)  
19 deduction as provided for in a written authorization. Such authorization must be  
20 executed by the employee and may be revoked by the employee at any time by giving  
21 written notice to both the Employer and the Union. The Employer agrees to remit  
22 any deductions made pursuant to this provision promptly to the Union together with  
23 an itemized statement showing the name of each employee from whose pay such  
24 deductions have been made and the amount deducted during the period covered by  
25 the remittance. There shall be a minimum of five (5) employees enrolled for this  
26 payroll deduction. If, at any time, the number of enrollees drops below five (5)  
27 employees, the payroll deduction for PEOPLE will be deleted at the end of the fiscal  
28 year as a payroll deduction.  
29  
30 4. Announcements at the end of classified staff meetings.  
31  
32 5. Use of public address systems for Association announcements according to school  
33 policy.  
34  
35 6. Distribution of Association bulletins to classified staff according to normal procedure.  
36  
37 7. The Association will receive copies of Board agendas and minutes at the time they  
38 are available.  
39

40 Nothing shall be written into this agreement to restrict or deny to any members of the Board  
41 and/or classified staff individual rights provided by law.  
42

43 C. Fiscal Integrity of the School District  
44

45 The implementation of this agreement shall be within the financial constraints of  
46 community resources and state support and with full intent of all parties to maintain the  
47 District's position of fiscal integrity and responsibility.  
48  
49

1 **Article 4 - Contract Status and Work Year**

2  
3 A. Contract length

4  
5 The contract status of all non-certificated employees beginning employment in any job  
6 classification shall be as follows:

- 7  
8 1. First year - One (1) year contract  
9 2. Second year - Two (2) year contract  
10 3. Fourth year - Continuing contract status.

11  
12 B. Contract Termination or Non-Renewal

13  
14 A contract of a non-certificated employee may be terminated or non-renewed as follows:

- 15  
16 1. Any non-teaching employee may terminate his contract of employment thirty (30)  
17 days subsequent to the filing of a written notice of such termination with the  
18 Treasurer of the Board.  
19  
20 2. The Board may terminate a contract for the reasons set forth in R.C. 3319.081 or  
21 for gross inefficiency or immorality, for willful and persistent violations of the  
22 regulations of the Board, insubordination, and for other good and just cause.  
23  
24 3. Before terminating a contract, the Board will notify the employee in writing of the  
25 Board's intention to terminate the contract and will specify the reasons for such  
26 consideration.  
27  
28 4. The Board shall give notice of its intention not to reemploy a non-certificated  
29 employee, at the expiration of his contract. If such notice is not given the  
30 employee on or before June 1, the employee shall be deemed reemployed. (R.C.  
31 3319.083).

32  
33 C. Contract Work Year

34  
35 The Board adopted calendar shall serve as the general guide for establishing the work  
36 year for each employee.

- 37  
38 1. Nine-month Employees - The contract year begins according to the Board  
39 adopted calendar and consists of 180 working days, plus the following paid  
40 holidays: Labor Day, Thanksgiving, the Friday following Thanksgiving,  
41 Christmas, New Year's Day, Martin Luther King Day, President's Day and  
42 Memorial Day. If the Board adopted calendar does not provide for school on  
43 Good Friday, this day may be taken off with pay.  
44  
45 2. Ten-month Employees - The contract year begins according to the Board adopted  
46 calendar and consists of 199 working days plus the following paid holidays:

1 Labor Day, Thanksgiving, the Friday following Thanksgiving, Christmas, New  
2 Year's Day, Martin Luther King Day, President's Day, and Memorial Day. If the  
3 Board adopted calendar does not provide for school on Good Friday, this day may  
4 be taken off with pay.  
5

- 6 3. Twelve-month Employees - The contract year begins July 1 each year. The  
7 contract year of 261 paid days includes the following paid holidays: New Year's  
8 Day, an additional day at New Year's, Martin Luther King Day, President's Day,  
9 Memorial Day, Independence Day, Labor Day, Thanksgiving, the Friday  
10 following Thanksgiving, Christmas as per Board calendar, and an additional day  
11 at Christmas. If the Board adopted calendar does not provide for school on Good  
12 Friday, this day may be taken off with pay.  
13

14 D. Reduction in Classification Staff Work Force

15  
16 Whenever it becomes necessary to reduce the number of employees in a job classification  
17 due to abolishment of positions, lack of funds or lack of work, the following procedure  
18 shall govern such reductions in force:  
19

- 20 1. Affected employees shall be reduced and contract suspended according to  
21 classification seniority with the least senior employee within the classification  
22 reduced first. Medical, maternity, military leave, layoff or any Board approved  
23 leave shall not constitute a break in service; however, no credit may be earned  
24 during the absence. If two or more employees have the same length of continuous  
25 service, seniority will be determined by:  
26
  - 27 a. The date of the Board meeting at which the employee was hired, and  
28 then by
  - 29
  - 30 b. The date of the application from which the employee was hired, and  
31 then
  - 32
  - 33 c. If any ties remain after (a) and (b) they will be broken by evaluation of  
34 services performed.
  - 35
  - 36 d. Classification Seniority shall be determined by the employee's latest entry  
37 into that classification.  
38
- 39 2. Each employee to be reduced shall be given twenty-five (25) days advance  
40 written notice of the reduction. Each notice of reduction shall state the following:  
41
  - 42 a. The reasons for reduction;
  - 43
  - 44 b. The effective date of reduction;
  - 45
  - 46 c. A statement advising the employee of his/her rights of reinstatement from  
47 the reduction.  
48
- 49 3. For each classification in which reductions occur, the Board of Education shall

1 prepare a reinstatement list and names of all employees shall be placed on the list  
2 in the order of their seniority. If a vacancy occurs, the Board will serve notice in  
3 person or by registered mail at the last known address of all persons on the recall  
4 list who are qualified according to these provisions. It is the person's  
5 responsibility to keep the Board informed of his current address. All persons are  
6 required to respond in writing to the district office within seven (7) calendar days.  
7 Any person who declines to accept the position, or who fails to respond within  
8 seven (7) calendar days shall forfeit all recall rights and be removed from the list.  
9 Refusal of reinstatement shall be in writing.

- 10  
11 4. All persons on reduction status will remain on the recall list for twenty-four (24)  
12 months.
- 13 5. An employee affected may elect to displace a less senior employee at the same  
14 job level or lower within the classification. Job level shall be determined by work  
15 year and hours per day. An employee affected may elect to displace a less senior  
16 employee in another area of classification, provided he has been employed in the  
17 second area of classification for at least 120 days in the five (5) calendar years  
18 immediately preceding the reduction and possesses the qualifications necessary  
19 for the position. Employees may have the option to return to a former  
20 classification by the same method.
- 21  
22 6. A person on the recall will, upon acceptance of the notification to resume active  
23 employment status, return to active employment status with the same seniority,  
24 accumulation of sick leave, and salary placement as he enjoyed at the time of  
25 reduction status. Where group insurance policies permit, an employee on the  
26 recall list who is unemployed and does not otherwise have group coverage  
27 available may continue to participate in those benefits which are provided to  
28 employees in active employment provided the employee pays the group rates for  
29 the benefits.

30  
31  
32 E. School Closings

- 33  
34 1. To the extent legally permissible, employees will work scheduled make-up days  
35 without additional compensation in the event the district is required to make up  
36 calamity days pursuant to state law.
- 37  
38 2. Employees required to work on days when school is scheduled but closed due to  
39 "energy" or "inclement weather," shall be compensated by a like number of days  
40 off, or will be paid for such work at the employee's regular rate of pay. The  
41 employee will elect compensatory time or pay prior to working the day.
- 42  
43

1 **Article 5 - Grievance Procedure**

2  
3 Section 1. Definitions

- 4  
5 A. A grievance is a complaint of an employee or the Association involving the alleged  
6 violation of a provision(s) of this Agreement.  
7  
8 B. A grievant shall mean the Association, a person, or group alleging that some violation of  
9 this Agreement has actually occurred. A grievance alleged to be a "group" grievance  
10 shall have arisen out of substantially similar circumstance affecting each member of said  
11 group.  
12  
13 C. No grievance may be filed concerning a matter which may be made the subject of a  
14 charge with a State or Federal Agency.  
15  
16 D. Any action by the Board to renew or not renew the contract of any employee, or any  
17 recommendation by the Superintendent to renew or not renew any such contract shall  
18 not be deemed a grievance and may not be processed as such.  
19

20 Section 2. Procedure

21  
22 Step I - Informal Procedure

23  
24 The aggrieved party shall discuss the grievance or complaint with the person who is  
25 directly concerned with the grievance in a face-to-face meeting. This shall be  
26 accomplished within ten (10) days after the grievant knows or should have known the act  
27 or conditions on which the grievance is based. In no event, however, may a grievance be  
28 filed more than thirty (30) days following the date of the occurrence from which the  
29 grievance arose. Failure to raise the alleged grievance as herein provided shall be  
30 considered as a waiver of the rights granted in this Article.  
31

32 Step II - Formal Procedure

33  
34 If a satisfactory solution is not effected, the aggrieved party shall present his written  
35 grievance to the Building Principal/Supervisor within five (5) days after the informal  
36 hearing. The principal or immediate supervisor shall, within five (5) days of receipt of  
37 the grievance, conduct a hearing concerning the grievance. The Building  
38 Principal/Supervisor shall advise or counsel the aggrieved party and shall provide a  
39 written answer to the grievance and forward it to the concerned parties within five (5)  
40 days from the time of the hearing.  
41

42 Step III - Superintendent

43  
44 If a satisfactory solution is not effected, the Association shall invoke Step III in writing  
45 and present same to the Superintendent within five (5) days after receiving the Step II  
46

1 answer. Any failure to invoke Step III as provided herein will be considered as the  
2 parties having reached a satisfactory resolution of the alleged grievance. The  
3 Superintendent shall decide whether to personally handle this Step of the grievance or  
4 delegate responsibility within five (5) days of receipt of the grievance. The  
5 Superintendent or his/her designated representative shall advise or counsel the aggrieved  
6 party and shall provide a written answer to the grievance and forward to the concerned  
7 parties within five (5) days from the time of the hearing.

#### 8 9 Step IV - Arbitration

10  
11 If the action taken in Step III by the Superintendent or his/her designee does not resolve  
12 the grievance to the satisfaction of the Association or if no decision has been rendered by  
13 the Superintendent within five (5) days, the Association may notify the Board in writing  
14 of its intent to submit the grievance to arbitration. Any failure to invoke Step IV within  
15 five (5) days of the receipt of the Step III answer will be considered as the parties having  
16 reached a satisfactory resolution of the alleged grievance.

17  
18 Upon receipt of the notice of intent to submit the grievance to arbitration, the parties,  
19 within five (5) days thereafter, will submit a request to the American Arbitration  
20 Association to provide the parties with a panel of arbitrators so that the parties may each  
21 strike the name of any unacceptable arbitrator(s) and indicate the order of preference by  
22 number. If no arbitrator is selected on the first panel submitted, the American Arbitration  
23 Association will submit additional lists to the parties until an arbitrator is mutually  
24 selected. The parties will not be limited in their decision to strike arbitrator(s) from any  
25 panel for 'cause only.' The Board and the Association shall share equally the fees and  
26 expenses of the arbitration proceeding. Each party will be responsible for the fees and  
27 expenses of its representation.

28  
29 The arbitrator shall review the grievance and submit his/her decision to the parties. The  
30 arbitrator's decision shall be final and binding on all parties. The arbitrator shall not have  
31 the power to ignore, add to, subtract from, or modify the provisions of this Agreement  
32 and the arbitrator may consider only the specific language of this Agreement and render  
33 his/her decision on the issues presented on the basis of the reliable, substantial and  
34 preponderance of the evidence in the record of the proceedings. Only grievances as  
35 defined herein shall be subject to arbitration. All issues of procedural arbitrability will be  
36 heard and decided by the arbitrator prior to hearing the substantive issues or merits of a  
37 grievance.

38  
39 The Board shall take necessary action within two (2) regularly scheduled Board meetings  
40 after receipt of the arbitrator's decision. No further action may be taken on the matter  
41 after thirty (30) days of the Board's action, unless otherwise provided by law.

#### 42 43 Section 3. Miscellaneous Provisions

- 44  
45 A. The aggrieved employee, the Board and/or the representative of either shall not be denied  
46 the right to advice, counsel, and/or representation.  
47  
48

- 1 B. A grievance may be withdrawn at any level without prejudice or record.
- 2
- 3 C. If the employee and/or Association do not abide by the time limits set forth, they forfeit
- 4 their right to continue to the next step of the grievance procedure.
- 5
- 6 D. If the administrator does not abide by the time limits set forth, the employee filing the
- 7 grievance and/or the Association may proceed to the next step.
- 8
- 9 E. There will be no reprisals taken against any participant in the grievance procedure by
- 10 reason of such participation.
- 11
- 12 F. Mutually agreed informal meetings between the parties may be held during the time
- 13 between steps in an effort to effect a satisfactory resolution to the problem.
- 14
- 15 G. Any time limits or steps hereinbefore set forth may be waived by the mutual written
- 16 consent of the parties.
- 17
- 18 H. "Days" as used herein mean "working days".
- 19

20 **Article 6 - Salary Schedule and Payment**

- 21
- 22 A. Payment of Salaries
- 23
- 24 1. Payment of wages shall be bi-weekly (26 or 27 pays) and regular wages shall be in equal
- 25 installments.
- 26
- 27 2. Employees working less than a school year shall have the terms of payment made at the
- 28 time of appointment.
- 29
- 30 3. Employees will be notified of compensatory time accrual quarterly.
- 31
- 32 4. As of January 1, 2009, all employees shall be enrolled in direct deposit for the term of
- 33 their employment. E-mail direct deposit notice is available. During the summer, when
- 34 school is not in session, employees may pick up their Notices of Deposit (NOD) at the
- 35 Board office beginning at 1:00 p.m. on Thursday of each pay week.
- 36
- 37 5. The work week is defined as 12:01 a.m. Monday through midnight on Sunday.
- 38

- 39 B. Wage Schedules
- 40

41 Wages will be frozen at 2010-2011 levels for school years 2011-12, 2012-13, and 2013-

42 2014. If the teachers receive a percentage raise during any of the preceding school years,

43 the bargaining unit shall also receive the same increase. If the teacher's steps are un-

44 frozen during the above mentioned years, the bargaining unit shall also have their steps

45 un-frozen.

46

47 See Addendums A

48

1 C. Supplemental Contracts

2  
3 Classified employees holding supplemental contracts will be paid pursuant to the  
4 requirements of the Fair Labor Standards Act.

5  
6 D. Employees may volunteer or may be assigned to work and substantially perform the  
7 duties of another classification on a temporary basis to substitute for an absent employee.  
8 This provision shall not be used to circumvent the bid procedure. Additionally,  
9 substitution assignments shall not be made that will result in overtime assignments. Any  
10 employee who volunteers as a substitute will be paid at Step I of the classification in  
11 which they substitute. Any employee assigned in a lower rated classification will be paid  
12 the nearest rate of pay within the lower rated pay scale that results in a decrease. Any  
13 employee assigned in a higher rated classification will be paid the nearest rate of pay  
14 within the higher rated pay scale that results in an increase.

15  
16 E. When an employee is promoted to a position within a higher rated classification, he/she  
17 shall be paid the nearest rate of pay in the higher pay scale that results in a pay increase.  
18 When an employee is demoted for reasons other than for a probationary demotion, he/she  
19 will return to the same classification step they left at total years of experience. Those  
20 persons who receive a probationary demotion will receive the rate of pay he/she received  
21 prior to his/her promotion.

22  
23 F. Employees assigned to substitute their current classification will be paid their current  
24 hourly rate.

25  
26 **Article 7 - SERS "Pick-up"**

27  
28 The Board shall designate each employee's mandatory contributions to the State Employees  
29 Retirement System of Ohio as "pick-up" by the Board as contemplated by Internal Revenue  
30 Service Rulings 77-464 and 81-36, although they shall continue to be designated as employee  
31 contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the  
32 employee's income reported by the Board as subject to federal and Ohio income tax shall be the  
33 employee's total gross income reduced by the ten-current percentage amount of the employee's  
34 mandatory State Employees Retirement System contribution which has been designated as  
35 "picked-up" by the Board shall be included in computing final average salary, provided that no  
36 employee's total salary is increased by such "pick-up", nor is the Board's total contribution to the  
37 State Employees Retirement System increased thereby.

38  
39 A. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a  
40 condition of employment. The pick-up shall apply to all compensation including  
41 supplemental earnings thereafter, if any.

42  
43 B. The parties agree that, should the rules and regulations of the IRS or retirement system  
44 change making this procedure unworkable, the parties agree to return, without penalty, to  
45 the former method of employee/employer contributions.

- 1 C. Payment for sick leave, personal leave, severance and supplementals, including  
2 unemployment and worker's compensation, shall be based on the employee's daily gross  
3 pay prior to the reduction as basis (e.g., gross pay divided by the number of days in an  
4 employee's contract).  
5
- 6 D. Such salary reduction shall be considered when combined with actual salary to not result  
7 in a salary which is less than the salary available under the State minimum salary  
8 schedule.  
9
- 10 E. It is understood that it is the responsibility of each individual employee to make  
11 necessary adjustment(s) in any other tax-sheltered annuities he/she has in order to be in  
12 compliance with IRS laws and regulations.  
13
- 14 F. The Board is not liable, nor will it be held responsible for any related legal, IRS, SERS,  
15 or any other agencies' penalties or decisions concerning this plan now or in the future.  
16
- 17 G. The Association agrees to indemnify and save the Board harmless against any and all  
18 claims that shall arise out of or by reason of any action taken by the Board in compliance  
19 with provisions of the Article.  
20

21 **Article 8 - Overtime**  
22

- 23 A. All employees shall be paid 1-1/2 times their hourly rate for work performed in excess of  
24 forty (40) hours per week. Sick leave, personal leave, and vacation time off shall not  
25 count as hours worked for overtime purposes.  
26
- 27 Employees working in multiple classifications, working over 40 hours, will be paid per  
28 Fair Labor Standards Act requirements.  
29
- 30 B. Work performed by an employee on a Sunday or holiday shall be paid at the rate of  
31 two(2) times their hourly rate.  
32
- 33 C. There shall be no pyramiding of the same hours worked for premium pay purposes.  
34
- 35 D. Overtime may be mandatory in emergency situations. However, it shall not exceed more  
36 than four (4) hours in any twenty-four (24) hour period. Mandatory overtime shall be  
37 assigned in reverse seniority order, if the overtime has been refused in accordance with  
38 the following paragraphs:  
39
- 40 Custodial overtime shall be offered on a rotating seniority basis within the classification.  
41 If overtime is refused, the offeree's name shall go to the bottom of the list.  
42
- 43 If overtime if accepted, there shall be no trades, and if the person that is offered the  
44 overtime cannot work because of sickness or other emergency, his or her name shall still  
45 go to the bottom of the list.  
46
- 47 Sick leave and personal leave may not be used for accepted but unworked overtime.  
48  
49

- 1 E. Employees must work the overtime hours to be paid overtime. In the event a mistake is  
2 made in offering an overtime opportunity, the employee(s) who should have been offered  
3 the opportunity will be offered the next overtime opportunity(ies) until the lost  
4 opportunity is made up.  
5
- 6 F. Employees may accumulate up to 50 hours of compensatory time each school year. If  
7 overtime is worked thereafter, it will be paid. Unused compensatory time will be paid on  
8 the 2<sup>nd</sup> pay of July.  
9

10 **Article 9 - Severance**

- 11
- 12 A. Employees retiring from the District shall be eligible for severance pay provided the  
13 eligibility requirements are met as follows:  
14
- 15 1. The person must be employed by the Board at the time the retirement application  
16 is filed.  
17
  - 18 2. The person must have five (5) or more years of continuous service credit in the  
19 District.  
20
  - 21 3. The person must have an application for retirement approved by the School  
22 Employees' Retirement System.  
23
  - 24 3. A completed application for severance pay shall have been filed with the  
25 Treasurer no later than ninety (90) calendar days after the last day of  
26 employment.  
27
- 28 B. The formula for payment shall be: Thirty-three and one-third percent (33 1/3%) times  
29 accrued sick leave days up to a maximum of fifty-five (55) days of severance times the  
30 daily rate of the contract salary.  
31
- 32 Definition of Daily Rate: Contract salary divided by days in the regular contract year  
33 of the employee.  
34
- 35 C. Payment shall be made in one (1) lump sum at time of retirement. Severance may be tax  
36 sheltered at the employee's request.  
37
- 38 D. Should an employee die, who at the time of his or her death is actively employed and  
39 who meets the requirements of Article 9, Paragraph A, Subparagraph 2, then severance  
40 pay shall be paid as if all other requirements of Article 9, Paragraph A, had been met  
41 prior to the employee's death and severance pay, if any, shall be paid to the employee's  
42 spouse or, if the employee is not married, then to the employee's representative as may be  
43 designated by the applicable probate court.  
44  
45

**Article 10 - Insurance**

A. Health Insurance

The Board will provide hospitalization - surgical and major medical plan - for each full-time member of the staff who desires it and is eligible. For Health Insurance purposes only, an employee who is regularly scheduled to work six (6) or more hours per day is full-time. The benefits of such plan are shown in Addendum D.

Employee contributions for both single plan and family plan shall be 11.2% of the premium for FY12, 13% of the premium for FY13 and 15% of the premium for FY14.

OAPSE Health Insurance benefits and premium contributions shall match MUEA Health Insurance benefits and premium contributions. OAPSE's plan and or contribution may be modified to match MUEA during the life of this contract.

Part-time staff may acquire the same insurance protection by paying the prorated premium represented by the portion of day not worked by them, as shown in Addendum I.

The Board shall provide a prescription drug insurance coverage for all eligible employees.

B. Insurance Committee

The Board will convene an insurance committee made up of District employees, including teachers, two classified employees selected by OAPSE, the District Treasurer, and the Superintendent/designee. Committee members will be granted release time to meet during the day, or if the meeting is after the normal workday, shall be paid at their hourly rate.

The goal of the committee is to review plans and offerings, which may better serve the employees as well as save costs to employees and the Board.

The insurance committee will continue to explore ways that would increase the in lieu of payment and maintain a sound, affordable health insurance benefits program.

Any recommendation by the insurance committee of a change in insurance benefits or costs, excluding required premium increases, will be taken to the membership and the Board of Education for a vote.

C. Dental Insurance

The Board of Education shall provide a major dental insurance policy under a group plan for each full-time employee who desires and is eligible.

Employee contributions for both single plan and family plan shall be 10%. Part-time staff may acquire the same insurance protection by paying the prorated premium represented by the portion of day not worked by them, as shown in Addendum E.

1  
2 Part-time staff may acquire the same insurance protection by paying the prorated  
3 premium represented by the portion of day not worked by them.

4  
5 See Addendum G for coverages.

6  
7 D. Life Insurance

8  
9 The Board shall provide a fully paid group life insurance policy in the amount of \$20,000  
10 for each staff member. Life insurance coverage reduces according to age per the life  
11 insurance schedule, a copy of which is attached hereto as Addendum J. The Board will  
12 not be required to self-insure benefits.

13  
14 See Addendum H for coverage.

15  
16 Board payment of employee insurance benefits will cease at the end of the billing cycle in which  
17 the employee terminates, resigns, or at the end of the billing cycle in which expiration of  
18 employee's sick leave occurs. Board provided benefits will be paid through the end of the  
19 contract year (as long as the employee is receiving a paycheck from the Board), unless the  
20 employee is terminated or resigns prior to the end of the school year. Employee may elect to  
21 continue health and dental benefits after the expiration of the billing cycle by paying for it  
22 themselves through COBRA.

23  
24 A change of Health or Dental Insurance carrier from its current carrier shall take place only after  
25 consultation with the Association. The decision as to which Carrier, as the case may be, shall be  
26 that of the Board.

27  
28 E. 125 Plan

29  
30 The Board will maintain a 125 Plan for employees for health care contributions, health  
31 benefits, and dependent care. The 125 Plan will be available to employees so long as it is  
32 made available by the Internal Revenue Service in its present form or until such time as it  
33 is negotiated to be removed from this Agreement.

34  
35 **Article 11 - Reimbursement**

36  
37 A. **Mileage:** Employees who are approved to use their personal vehicles for employment  
38 related use will be reimbursed at the mileage rate which is approved by the Internal Revenue  
39 Service.

40  
41 B. **Background Checks:** The District shall reimburse the employee for fifty percent (50%) of  
42 the costs related to the BCI and FBI background checks. If the employee leaves the  
43 employment of the district for reasons other than for retirement prior to the expiration of the  
44 background checks, the employee shall return a prorated portion of the reimbursed fees to the  
45 district. The amount of the prorated repayment and the process for the repayment shall be  
46 determined by the district treasurer.

1 **Article 12 - Safety Meetings**

- 2
- 3 A. The Board shall require each bus driver to attend the safety meetings as required by the  
4 State of Ohio, and pay them for four (4) hours at their current hourly rate.
- 5
- 6 B. On any new equipment purchased by the Board, employees shall not operate it until they  
7 are trained to do so.
- 8

9 **Article 13 - Building Checks/Call-In**

- 10
- 11 A. Building Checks. An employee required to make building checks on the weekends,  
12 holidays, and/or during inclement weather, etc., will receive a minimum of two (2) hours  
13 pay.
- 14
- 15 B. Call-In. Call-in Pay is payment for emergency work performed by an employee who has  
16 been called in to work at a time disconnected from the employee's normal work day. An  
17 employee who is called in to work will receive a minimum of two (2) hours pay.
- 18

19 **Article 14 - Transportation**

- 20
- 21 A. Route Assignment. Routes will be established by the Transportation Supervisor, and may  
22 be modified and/or changed as the needs of the School District dictate. Route  
23 Assignments will be made by the Transportation Supervisor. Thirty (30) days prior to the  
24 start of the school year, drivers may submit a written request to the Transportation  
25 Supervisor for a different route. If a vacancy occurs in an existing route, or if a new route  
26 is created, the position will be filled in accordance with Article 26, Vacancies and  
27 Transfers.
- 28
- 29 B. Route Sheets and Maps. Drivers will be provided route sheets through routing software  
30 at the beginning of each school year. Drivers will fine tune and keep them up to date  
31 throughout the year. Drivers will update maps of their routes at the end of each school  
32 year for use the next year by request.
- 33
- 34 C. Pre-Trip Inspection and Warm-Up. Drivers will conduct a pre-trip inspection and will  
35 warm up their buses each day. Drivers will complete and sign a daily pre-trip inspection  
36 form and submit it to the Transportation Supervisor on a daily basis. Drivers will receive  
37 one-half hour of pay each day for these purposes.
- 38
- 39 D. Temporary Vacancy. A temporary vacancy is due to the absence of a driver which is  
40 expected to last, or does in fact last, more than ten (10) consecutive work days. When  
41 there is a temporary vacancy, the Transportation Supervisor will assign a driver to that  
42 vacancy rather than a substitute, if it will result in a driver receiving more daily hours of  
43 work. The substitute will be assigned to the route with fewer hours.
- 44
- 45 E. Cleaning of Buses.
- 46
- 47 1. With the advance approval of the Transportation Supervisor, a driver may wash  
48 the outside of the bus to which he or she is assigned. The driver will complete a  
49 Bus Washing Form and submit it to the Transportation Supervisor for approval.

1 Upon the bus passing inspection by the Transportation Supervisor, the driver will  
2 be paid two hours of pay at the driver's regular rate of pay.

- 3  
4 2. At the end of each school year, if drivers are required to clean the interiors of their  
5 buses, they will receive two hours of pay upon submission of appropriate  
6 documentation and the bus passing inspection by the Transportation Supervisor.  
7

8 F. Extra Trips. Extra trips are defined to mean trips which result from requests for school  
9 bus transportation submitted to the Transportation Supervisor, and include overnight  
10 trips.  
11

- 12 1. Bus drivers assigned to extra trips shall receive a minimum of two (2) hours pay  
13 for each trip. Driver time beyond the two (2) hour minimum shall be for each  
14 hour, or part thereof, required by the trip from departure until return to the  
15 original site.  
16

- 17 2. At the beginning of each school year, drivers will be asked to indicate in writing  
18 their interest and availability for driving extra trips. The driver may notify the  
19 Transportation Supervisor in writing if the driver changes his/her mind during the  
20 school year.  
21

- 22 3. Trips will be by seniority rotation among the drivers on the extra trip list. Trip  
23 slips will be given to the driver, who in turn will accept or reject the trip, returning  
24 the trip slip to the Transportation Supervisor. If the trip is rejected, the driver  
25 loses his/her turn until his/her name rotates again. Trips should be scheduled no  
26 later than twenty-four (24) hours in advance of the trip, except in case of an  
27 emergency.  
28

- 29 4. If no driver accepts an extra trip, then the trip will be assigned to the least senior  
30 driver on the seniority rotation list.  
31

- 32 5. Drivers will be offered the best available bus on overnight trips. If possible, the  
33 driver will stay at the same location as the students. Upon the presentation of  
34 receipts, drivers will be reimbursed for lodging and daily meals, for up to \$8 for  
35 breakfast, \$10 for lunch, and \$15 for dinner.  
36

37 G. The driver with a noon kindergarten route or second job will be charged ½ day of sick  
38 leave for absences from one or two of the three routes during the work day.  
39

40 H. Van Drivers. When the School District has a need to transport a student or students with  
41 disabilities on a casual, as-needed basis, the School District will first offer the position to  
42 bus drivers. If the position is not filled due to conflicts in schedules, or lack of  
43 applications, the School District will post the position.  
44

45 If the position is filled through the posting, the person hired will work on a casual, as-  
46 needed basis, and only the following provisions of the Master Contract between the  
47 School District and the Association will apply:  
48

- 49 1. Wages pursuant to Article 32 and Addendums A, B and C.  
50

2. Holiday pay pursuant to Article 4, if scheduled to work the day before and the day after the holiday.
3. SERS "Pick-Up" pursuant to Article 7.
4. Mileage reimbursement pursuant to Article 11.
5. Compensation pursuant to Article 4, Paragraph E for school closings due to energy or inclement weather, so long as the closing is in the School District and the employee is scheduled to work. If the employee is transporting to another school district, and there is a closing in that district, the employee will not be paid pursuant to Article 4, Paragraph E.
6. Sick leave pursuant to Article 16.
7. One (1) day of personal leave pursuant to Article 17.

- I. On-Board Instructors will receive 110% of their hourly wage while engaged in training of bus drivers.
- J. On-Board Instructors will be permitted to attend Advanced Bus Driver training classes each year. They will be reimbursed for expenses of such training in accordance with Board policy, and compensated in accordance with the Fair Labor Standards Act.

### **Article 15 - Commercial Driver's License**

The Board will reimburse a Bus Driver applicant for the cost of taking any test for commercial driver's license administered by the State if the applicant successfully passes the test that was taken and if the applicant successfully obtains a commercial driver's license. The Board will also reimburse the Bus Driver for the cost of the fee for obtaining and renewing the commercial driver's license.

### **Article 16 - Sick Leave**

- A. Each full-time employee shall be entitled to fifteen (15) days of sick leave, with pay, for each year he/she is under contract. Sick leave is credited to the rate of one and one-quarter (1-1/4) days per month.
- B. Unused sick leave may be accumulated up to a maximum of 246 days. Newly employed persons may transfer up to that number of accumulated and unused sick leave days from another public employer in this state, if the date of termination of the other employment was less than ten (10) years prior to employment in this district.
- C. Employees who render part-time per diem, or hourly service shall be credited with sick leave for time actually worked at the same rate as full-time employees.
- D. An employee who has no accumulated sick leave will be advanced five (5) days of sick leave each school year if necessary. Any such advanced sick leave credit will be charged against the subsequent accumulation of the employee. No sick leave will be advanced under this paragraph if an employee has a negative sick leave balance.

- 1  
2 E. Sick leave may be used for absences necessitated by:  
3 1. Personal illness or injury, including any disabling condition caused by pregnancy;  
4 2. Exposure to a communicable disease;  
5 3. Illness or injury in employee's immediate family (employee's brother, sister,  
6 parent, spouse, child, grandchild, father-in-law, mother-in-law or any dependent  
7 living in the employee's household);  
8 4. Death of family relative or friend.  
9 5. Birth of grandchild  
10 6. Hospitalization of grandchild, son-in-law, daughter-in-law  
11 7. Spousal Birth or Adoption  
12 8. Any extenuating circumstances with Superintendent Approval  
13

14 After the employee's spouse gives birth, the employee may use up to five (5) consecutive days of  
15 paid sick leave. Days must be used immediately following the birth.  
16

17 F. Sick leave can be used in half-day and whole-day increments.  
18

19 G. The employee is required to notify his/her immediate supervisor as soon as possible after  
20 becoming aware of the need to use sick leave.  
21

22 H. Not later than the second work day after returning to work from sick leave, the employee  
23 shall complete, sign and submit the absence form. No sick leave payment shall be made  
24 unless the required form is submitted. Falsification of any information on the form shall  
25 constitute grounds for the termination of the employee's contract.  
26

27 I. If medical attention was required, the employee shall state the name and address of the  
28 attending physician. The administration may require a signed physician's statement  
29 justifying the use of sick leave, or may make other reasonable regulations in order to  
30 carry out its duty to ensure compliance with this Article and with applicable statutes.  
31

32 J. Should the school be closed during the period of an employee's sick leave by an  
33 "emergency" day or holiday as called by the Superintendent, such employee will not  
34 be charged with a sick day.  
35

### 36 **Article 17 - Personal Leave**

37

38 A. The Board recognizes that various out of school circumstances may arise for which  
39 attendance by employees is either desirable or necessary. In order to assist employees in  
40 meeting these obligations or emergencies, the Board shall allow a total of three (3) days  
41 of personal leave each year for its employees, to be used under the various conditions set  
42 forth in this Article. The length of the personal leave day will be the same as the  
43 employee's regular work day.  
44

45 B. Application for the use of personal leave except in case of emergencies shall be made  
46 through the Building Principal/Supervisor to the Central Office at least three (3) days  
47 prior to such leave. Application shall be made in duplicate upon the appropriate form.  
48 One copy will be returned to the applicant indicating the approval or the rejection of the  
49 personal leave request prior to the day requested.  
50

1 C. Emergency leave requests shall be handled in the same manner except the request,  
2 explaining the emergency, shall be submitted the first day of the employee's return to the  
3 job following absence for emergency reasons.  
4

5 D. Action upon requests for personal leave shall be taken by the Superintendent or his/her  
6 designee through the Principal/Supervisor's office.  
7

8 E. Personal leave may be granted for:

- 9
- 10 1. Observance of religious holidays where total abstinence from work is required.
- 11
- 12 2. Attendance of a high school or college graduation exercise for the employee,  
13 spouse or child.
- 14
- 15 3. Private personal business that cannot be handled at a time that does not conflict  
16 with the normal day.
- 17
- 18 4. Emergencies.
- 19

20 F. Except for emergency leave requests, as defined in paragraph C, detailed reasons shall be  
21 provided for personal leave that is being requested on any of the following dates:  
22

- 23 1. On the last work day before or the first work day after any holiday or other  
24 absence day.
- 25
- 26 2. On the last work day before or the first work day after any approved vacation.  
27
- 28 3. During the first and last week of any school year.
- 29
- 30 4. When ten percent (10%) of the staff of any school building on any given date  
31 request personal leave.
- 32
- 33 5. When an employee requests consecutive days of personal leave.  
34

35 G. Personal leave shall be taken in one-half (1/2) or whole day increments.  
36

### 37 **Article 18 - Request for Leave of Absence Without Pay**

38

39 A. Daily Leave - As a general policy, these types of requests are discouraged. However, in  
40 the event a staff member is faced with extenuating circumstances or an emergency not  
41 covered by other leaves policy, application for such leave shall be made in advance  
42 through the Superintendent or his/her designee. The decision of the Superintendent or  
43 his/her designee shall be final.  
44

45 B. Short-Term Leave - Requests for short-term Leave for such activities as vacation trips,  
46 travel with spouse, business travel and entertaining with spouse, shopping and family  
47 visitation tend to interfere with a staff member's contractual agreement and academic  
48 continuity, therefore such request shall not be considered as valid. However, in the event  
49 a staff member is faced with extenuating circumstances not covered by other Leave  
50 policy, application for such Leave shall be made in advance through the Office of the

1 Superintendent or his/her designee. The decision of the Superintendent or his/her  
2 designee shall be final.

- 3
- 4 C. Upon the request of the bargaining unit member, the Board shall grant a leave of absence  
5 for up to twelve (12) months for the purpose of educational, professional, study, illness,  
6 and/or other disabilities. The bargaining unit member's request shall include the dates on  
7 which the leave will commence and end.
- 8
- 9 D. When a member of the bargaining unit is on an unpaid leave of absence, he/she shall be  
10 allowed to "pick-up" his/her insurance coverages at the premium rate of the Board's cost.
- 11

12 **Article 19 - Leaves of Absence**

13

14 Employees may be granted a leave of absence for the following reasons. Such requests shall be  
15 submitted in writing at least thirty (30) days prior to the effective date of the leave.

16

17 A. Military Leave Without Pay

18

- 19 1. Military leave of absence shall be granted to any employee who is drafted or  
20 recalled to active duty with any branch of the armed services of the United States.
- 21
- 22 2. An employee returning from military service shall be returned to a position  
23 comparable to that held before the leave and given full credit on the salary  
24 schedule for such service.
- 25
- 26 3. Voluntary reenlistment immediately terminates military leave granted by the  
27 Board of Education.
- 28

29 B. Paid Leave to Attend Professional Meetings

30

- 31 1. All requests for attendance of professional meetings shall be submitted through  
32 your immediate supervisor at least one (1) month prior to the meeting.
- 33
- 34 2. Membership in the professional organization is required before permission will  
35 be granted.
- 36

37 C. Paid Jury Duty Leave

38

- 39 1. Although employees of a Board are not assured of exemption from a call for jury  
40 duty, a court may grant such exemption at its discretion. Therefore, because of  
41 the continuity essential to the nature of the educational function each employee  
42 called as a prospective juror may request, in writing, a deferment of jury duty. A  
43 copy of such written request shall be filed with the Principal/Supervisor.
- 44
- 45 2. The employee may elect to take either the regular day's pay from the Board or  
46 jury duty pay, whichever is greater. If the pay from the Board is taken, the check  
47 received by the employee for jury service will be endorsed "payable to the Board  
48 of Education." Reimbursed mileage and meals will be returned to the employee.
- 49

1 The employee is required to call in his/her absence when he/she is to serve on jury duty.  
2 Time taken off for jury duty shall not be charged against sick leave accumulation.

3  
4 D. An employee who has worked at least 1,250 hours during the precedent 12-month period,  
5 and who has been employed for at least 12 months, shall be granted up to twelve (12)  
6 weeks of Family and Medical Leave Act leave in accordance with federal law. Such  
7 leave shall be in conjunction with and not in addition to other available leave. The Board  
8 will develop and distribute procedures for such leave.

9  
10 E. An employee absent from regular duties because of physical disability resulting from an  
11 assault on the employee which occurs in the course of Board employment shall be  
12 entitled to a leave of absence under the following conditions:

13  
14 1. The maximum number of days for which assault leave shall be payable to any  
15 employee shall be forty-five (45) days

16  
17 2. The employee must furnish the superintendent/designee with a signed statement,  
18 describing in detail all of the facts and circumstances surrounding the assault,  
19 including but not limited to, the location and time of the assault, the identity of the  
20 assailant(s), if known, and the identity of all witnesses to the assault, if known.

21  
22 3. The employee must submit to the superintendent/designee verification from an  
23 attending physician that the employee is disabled from performing normal duties,  
24 indicating the nature of the disability and its probable duration.

25  
26 4. The employee must cooperate fully with the superintendent/designee and other  
27 public authority(ies) in the prosecution of the assailant(s).

28  
29 5. The employee will be required to file for Worker's Compensation benefits. In the  
30 event the employee is eligible for and receives Worker's Compensation benefits  
31 for all or part of the period of disability due to an assault, the amount payable to  
32 the Board as assault leave shall be the difference between the Worker's  
33 Compensation benefits paid and the employee's regular compensation.

34  
35 6. It is the intent of this Article to provide for assault leave for employees who do  
36 not physically initiate the assault on the person. In case of a dispute as to whether  
37 or not an employee has physically initiated an assault, and it is determined  
38 through either administrative hearing or court action that the employee did initiate  
39 the assault, the employee shall be required to either: (a) refund the compensation  
40 received as assault leave; or (b) charge the assault leave taken against  
41 accumulated sick leave.

42  
43 **Article 20 - Vacation**

44  
45 A. The Board shall grant vacation leave without loss of salary to eleven (11) and twelve (12)  
46 month employees with at least one (1) year of continuous service with the Board, in  
47 accordance with the following schedule:

48  
49 Length of Continuous Service

Vacation Leave

1	One (1) year through five (5) years	Two Weeks (10 days)
2	After five (5) years	Three Weeks (15 days)
3	After ten (10) years	Four Weeks (20 days)
4	After twenty (20) years	Five Weeks (25 days)

- 5
- 6 B. An employee shall become eligible for vacation upon the anniversary date of hire upon
- 7 completion of one year of continuous service. An employee who does not remain
- 8 employed with the Board for the entire first year will receive no vacation pay upon
- 9 termination of employment. After one year of continuous service, employees will accrue
- 10 vacation leave on a monthly basis, and may take vacation after it has been accrued.
- 11
- 12 C. Employees receiving the maximum vacation accrual of twenty-five (25) days must obtain
- 13 prior approval from the Superintendent or his/her designee before using such time.
- 14
- 15 D. Vacation may be taken at any time during the year, provided no more than one employee
- 16 per classification, per building, may take their vacation at the same time. Employees
- 17 taking such vacation must obtain prior approval from the Superintendent or his/her
- 18 designee before using such vacation time.
- 19
- 20 E. An employee may accrue vacation up to a maximum of 1-1/2 times the employee's
- 21 annual vacation accrual.
- 22

23 **Article 21 - Health Examinations**

- 24
- 25 A. Bus drivers and van drivers shall submit to an annual physical examination as per Section
- 26 3327.10 of the Revised Code. In addition the Board reserves the right to require a
- 27 physical examination of any certificated or classified employee when there is question of
- 28 a health factor that could interfere with the employee's performance of duties.
- 29
- 30 B. Health Examination Cost
- 31
- 32 All costs for physical examinations that are required by the Board and/or State and
- 33 Federal Regulations shall be borne by the Board when such examinations are performed
- 34 by Board appointed or Board employed medical personnel.
- 35

36 **Article 22 - Drug-Free Workplace**

- 37
- 38 A. The Board believes that quality education is not possible in an environment affected by
- 39 drugs. It will seek, therefore, to establish and maintain an educational setting which
- 40 meets the requirements set forth in the Drug-Free Workplace Act of 1988.
- 41
- 42 In compliance with the Act, the Board prohibits the manufacture, possession, use,
- 43 distribution, or dispensing of any controlled substance and alcohol, by any member of the
- 44

1 District's staff at any time while on District property or while involved in any District-  
2 related activity or event. Any staff member who violates this Article shall be subject to  
3 disciplinary action in accordance with local, state, and federal law, up to and including  
4 termination of employment and referral for prosecution. A disciplinary sanction may  
5 include the completion of an appropriate rehabilitation program.  
6

7 The Superintendent shall establish whatever programs and procedures are necessary to  
8 meet the federal certification requirements but which also comply or do not interfere with  
9 collective bargaining agreements.  
10

- 11 B. Records and Confidentiality. Employee drug and alcohol test results and records shall be  
12 considered part of the employee's medical record and shall be confidential. Upon written  
13 request, an employee will receive copies of any records pertaining to the employee's test  
14 for drugs and alcohol.  
15

16 **Article 23 - Smoke-Free Workplace**  
17

18 All buildings, grounds and vehicles in the district shall operate as smoke-free workplaces.  
19

20 **Article 24 - Labor/Management Meeting**  
21

- 22 A. The Superintendent or his/her designee shall continue to make every endeavor to keep the  
23 classified staff and/or the Association advised as to the issues he/she feels may tend to  
24 significantly affect the classified staff.  
25
- 26 B. The Superintendent and/or his/her designee shall meet at least once a month with the  
27 representative of the Association, if requested by either party, at mutually convenient  
28 times to discuss matters of mutual concern outside of the negotiated contract. This group  
29 of employees shall be known as "Classified Advisory Committee". The agenda shall be  
30 built through a mutual agreement by the Superintendent and/or his/her designee and a  
31 representative of the Association. The Superintendent or designee will be responsible for  
32 taking minutes of Committee meetings. Such minutes will be posted in all buildings.  
33

34 **Article 25 - Vacancies and Transfers**  
35

- 36 A. In filling vacancies created by transfers, creation of new positions, promotions, discharge  
37 or voluntary resignations, the Board shall consider the following factors concerning  
38 current employees who desire to fill such vacancies: Qualifications, written examinations  
39 (if applicable), experience, evaluations and system seniority. Vacancies not filled from  
40 current employees receive considerations as specified. The Board or administration shall  
41 be the sole judge of a candidate's qualifications.  
42
- 43 B. A notice indicating that a vacancy exists (or is expected to exist, if known prior to actual  
44 vacancy), stating the Job Classification, location of vacancy and date of deadline for  
45 application shall be posted on all bulletin boards for five (5) work days and a copy of  
46 such notice shall be sent to the President of Local #172.  
47  
48

1 C. Employees requesting consideration for such vacancies shall apply in writing no later  
2 than the final day of posting. Such requests shall be on the appropriate request for  
3 transfer form submitted to the Superintendent or his/her designee.

- 4
- 5 1. A form shall be provided by the administration for all transfer requests.
  - 6
  - 7 2. If a request for transfer is approved, the Association President may request and  
8 shall be granted the name of the person transferred.
  - 9
  - 10 3. The job will be awarded within ten (10) working days after the last day of  
11 posting; or when the job is vacated if the last day of posting is more than ten (10)  
12 working days prior to the effective date of resignation. If the position is not filled  
13 internally, the job will be filled within thirty (30) working days after the last date  
14 of posting.
  - 15
  - 16 4. An employee who has accepted a promotion to a higher rated position under the  
17 procedures in this article may not submit a second application until a lapse of one  
18 (1) year. An increase in the number of hours worked in the same classification  
19 shall not constitute a promotion within the meaning of this paragraph.
  - 20

21 D. When a vacancy exists in a specific classification, employees within that classification  
22 may make an application for the vacancy and the transfer shall be given to the most  
23 qualified applicant. If there are no applicants for transfer other employees who make  
24 application for the vacancy shall be given consideration before the position is filled by a  
25 new employee.

26

27 E. The Superintendent or designee will notify the OAPSE President of the name and address  
28 of newly hired employees within five days of their hire.

29

30 F. During the summer months when school is not in session, the OAPSE President will be  
31 notified of vacancies. The Board will provide a vacancy hotline, so that employees can  
32 call the hotline to find out about current job vacancies.

33

34 **Article 26 - Student Care**

35

36 A. A school nurse or other trained person(s) will be responsible for administering first aid.  
37 The Life Squad will be called in case of serious illness or injury.

38

39 B. Use of medications will be limited to topical applications, or to such medication as may  
40 have been officially authorized for an individual child.

41

42 C. In all cases where the nature of an illness or an injury appears serious, the parents will be  
43 contacted if possible, and the instructions of the child's emergency care followed.

44

45 D. When the principal leaves a given building, he/she shall designate a certified employee in  
46 that building to be in charge and handle all situations arising in his/her absence.

1 **Article 27 - Personnel Files**

- 2
- 3 A. Materials in the personnel files of a member of the bargaining unit must be job related.
- 4
- 5 B. Access to personnel files shall be in compliance with Ohio's Public Records Act.
- 6
- 7 C. The unit member may request a copy of any and all materials in his/her personnel file.
- 8 Costs associated with duplications of material shall be borne by the employee.
- 9
- 10 D. When an administrator finds it necessary to make a notation in an employee's file, the
- 11 employee shall be notified and afforded an opportunity to read such notation prior to
- 12 placement in the file. The employee shall acknowledge that he/she has read such
- 13 notation by affixing his/her signature on the document filed. The employee also shall
- 14 have the right to answer such notations and his/her answer shall be attached to the file
- 15 copy.
- 16
- 17 E. Any unit member who disputes the accuracy, relevance, completeness or timeliness of
- 18 material contained in his/her personnel file may request the Superintendent to conduct an
- 19 investigation as to the validity of the employee's claim. Any information which is found
- 20 to be inaccurate or irrelevant may be removed from the employee's file.
- 21
- 22 F. Any complaint by parent or any member of the public concerning an employee shall not
- 23 be placed in the employee's file prior to the complaining party followed Board rules and
- 24 regulations.
- 25

26 **Article 28 - Impasse**

27

28 At any time during the negotiations for a successor agreement, but not sooner than forty-five (45)

29 days prior to the expiration of this Agreement or any extension thereof, either party may declare

30 impasse by giving notice to the other party that a negotiating impasse exists.

31

- 32 A. If an impasse is declared, the parties shall use the services of a mediator assigned by the
- 33 Federal Mediation and Conciliation Services. The parties will share equally in the
- 34 incidental costs of mediation, if any.
- 35
- 36 B. Mediation will be the sole alternative dispute resolution procedure.
- 37
- 38 C. Ultimate impasse may be declared by either party by giving written notice to the other
- 39 party and the Federal Mediation and Conciliation Services, provided the parties have
- 40 used mediation at least once and provided the negotiation period is over. Unless
- 41 otherwise agreed to, the negotiation period will be sixty (60) days after the service of
- 42 SERB's Notice to Negotiate by the party initiating the collective bargaining process.
- 43
- 44 D. Once ultimate impasse is declared, either party shall be permitted to take such actions as
- 45 R.C. Chapter 4117 permits, and under such provisions as are set forth therein. Such
- 46 action shall include the Association's right to strike and/or the Board's right to unilaterally
- 47 implement and/or both parties' right to continue negotiations.
- 48
- 49

1 **Article 29 - Sick Leave Bank**

2  
3 The Board of Education shall establish a sick leave bank based on donated “sick days” for an  
4 employee having exhausted all accumulated paid leave, vacation, and personal days as a result of  
5 catastrophic illness or injury.  
6

7 The term “catastrophic illness or injury” shall include only those illnesses or injuries which are  
8 calamitous in nature, constituting a great misfortune. The 'catastrophic illness or injury' must be  
9 unusual, extraordinary, sudden, an unexpected manifestation of the forces of nature which cannot  
10 be prevented by human care, skill, or foresight.  
11

12 Applications for catastrophic illness/injury sick leave must be submitted to a committee of three  
13 (3) employees and three (3) administrators for review and recommendation to the Superintendent  
14 of Schools. Applications will include, but not be limited to the following information:  
15

- 16 1. The nature of the claimed catastrophic illness or injury.
- 17 2. Physician(s) diagnosis and prognosis of the catastrophic illness or injury.
- 18 3. Projected date of return to duty.
- 19 4. Explanation of previous leave usage.
- 20 5. Any other pertinent information the applicant may wish to submit to the  
21 committee before it makes its recommendation to the Superintendent.  
22  
23  
24  
25  
26

27 The Superintendent's decision is final and non-grievable.  
28

29 If an application is approved by the Superintendent, the affected employee or his/her  
30 representative will assume the responsibility for solicitation of donations of unused sick leave.  
31 Donated sick leave will be deducted from the donating employee's (donor's) accrued, unused  
32 account. The Treasurer will provide the necessary forms to be used to solicit donations. All  
33 completed donation forms will be submitted to the Superintendent for processing. The above  
34 shall be limited as follows:  
35

- 36 1. No employee may donate more than five (5) days.
- 37 2. No more than forty-five (45) days shall be granted in any one fiscal year by the  
38 Board of Education. This is not per employee, this is an aggregate limit.  
39  
40
- 41 3. No employee may be a repeat recipient during a fiscal year. A maximum of  
42 twenty (20) days of catastrophic illness or injury leave may be granted to an  
43 applicant during a fiscal year.  
44  
45

1 **Article 30 - Attendance Bonus**

2  
3 At the conclusion of each school year (school year is July 1 through June 30), employees who  
4 were actively employed during that school year shall receive a bonus which is related to limiting  
5 the use of personal leave days. The employee must complete their work year/contracted days to  
6 be eligible for the attendance bonus. The amount of the bonus for full-time employees is set  
7 forth as follows:

- 8  
9 A. If no personal leave days are taken, the three (3) unused personal days may be converted  
10 to three sick days or be awarded the bonus of \$200 (jury duty and professional leave shall  
11 be excluded for this purpose).  
12  
13 B. If not more than one (1) personal leave day is taken, there will be a bonus of \$50 (jury  
14 duty and professional leave shall be excluded for this purpose).  
15

16 For the Attendance Bonus only - All employees who work four (4) hours or more will receive  
17 100% of the bonus. Employees who work less than four (4) hours will be prorated against four  
18 (4) hours. (For example: a two (2) hour employee would receive 50% of the bonus.)  
19

20 Employees who work less than the full contracted days, but more than 50% of the contracted  
21 days the employee would receive 1/2 of the attendance bonus. Employees who work less than  
22 50% of the full year contracted days will not receive an attendance bonus.  
23

24 If an employee takes a personal leave day for the purpose of participating in negotiations for a  
25 successor contract, that personal leave day shall not be accounted against the employee for  
26 purposes of receiving the above bonus if all other requirements are otherwise met.  
27

28 **Article 31 - Maintenance of Membership**

- 29  
30 A. All bargaining unit employees who are members of the Association on October 15, 2005,  
31 or who thereafter join the Association, must maintain their membership in the  
32 Association as a condition of continued employment.  
33

34 The Board agrees to deduct from or check off from the wages of Association members  
35 for the payment of dues to the Association, upon presentation of a completed membership  
36 application executed by any employee. Deductions will begin the first available pay  
37 period. Dues deduction authorization shall be irrevocable for periods of one year, except  
38 that authorization may be withdrawn during a period of ten (10) days each year ending  
39 August 31. If dues deduction is not revoked during such period, it shall continue for  
40 successive periods of one year.  
41

- 42 B. Following completion of the probationary period, employees hired on or after October  
43 15, 2005 must join the Association, or pay a fair share fee. Membership dues shall be  
44 deducted from employees' pay in accordance with Paragraph A of this Article.  
45  
46

1 C. The Board shall deduct from the pay of non-probationary employees hired on or after  
2 October 15, 2005, who elect not to become or remain members of the Association, a fair  
3 share fee for the Association's representation of such non-members during the term of  
4 this agreement. No non-member filing a timely demand shall be required to subsidize  
5 partisan political or ideological causes not germane to the Association's work in the  
6 realm of collective bargaining. Such fair share fee shall not exceed dues paid by  
7 members of the Association who are in the bargaining unit.

8  
9 D. Dues and fees shall be collected in equal installments beginning with the first pay period  
10 in September, and shall be submitted to the State Treasurer each pay period with a list of  
11 those employees for whom payment is made, amount deducted, and a copy of the list  
12 shall be submitted to the Local #172 Treasurer. The Association agrees to indemnify and  
13 save the Board harmless against any and all claims that may arise out of or by any reason  
14 of action taken by the Board in reliance upon any authorization submitted by the  
15 Association to the Board.

16  
17 Notice of the amount of the annual Fair Share Fee shall be transmitted by the Association  
18 to the Treasurer of the Board by August 20 of each year during the term of this  
19 agreement.

20  
21 E. The Association shall indemnify and save the Board, its officers and employees and  
22 individual Board members harmless against all claims, demands or causes of action based  
23 upon the deduction of dues or fair share fees under this Article.

24  
25 F. "Fair share" as that term is known and understood in Ohio will go into effect at such time  
26 as the Association achieves ninety percent (90%) membership in the bargaining unit.

27  
28 **Article 32 - Wages**

29  
30 Wages will be frozen at 2010-2011 levels for school years 2011-12, 2012-13, and 2013-  
31 2014. If the teachers receive a percentage raise during any of the preceding school years,  
32 the bargaining unit shall also receive the same increase. If the teacher's steps are un-  
33 frozen during the above mentioned years, the bargaining unit shall also have their steps  
34 un-frozen.

35  
36  
37 **Article 33 - No Strike Clause**

38  
39 For the duration of this contract, neither the Association, its agents, nor the employees  
40 represented by the Association shall engage in, assist in, sanction or approve any strike,  
41 slowdown or withholding of services designed to interfere with the normal operations of the  
42 school district. Neither shall the Board lock out employees covered by this agreement in any  
43 manner which would result in a loss of pay.

44  
45 **Article 34 – Educational Paraprofessionals**

46  
47 Paraprofessionals will be reimbursed for the cost of certification or recertification.  
48 Paraprofessionals will be paid when required to attend monthly principal's meeting and waiver  
49 days.

1 Lunch Break

2 Paraprofessionals may request from their supervisor a duty free lunch break or work through  
3 their workday. Relief breaks shall be worked out with the certified employee or supervisor as  
4 necessary. Annual choice, with back up plan, will be established with those wanting a duty free  
5 lunch.

6  
7 Lifting

8 All Paraprofessionals will be expected to assist in lifting/handling students upon request by other  
9 paraprofessional staff.

10  
11 **Article 35 – Cafeteria**  
12

13 At the beginning of each school year, supervisors shall ask each employee if they wish to work  
14 additional hours for an absent employee before a substitute is called in. Additional hours shall  
15 be offered on a rotating basis to such employees, provided that the working of such additional  
16 hours will not result in payment of overtime to an employee. Employees must work the  
17 additional hours in order to be paid. In the event a mistake is made in offering additional hours,  
18 the employee(s) who should have been offered the opportunity will be offered the next  
19 opportunity(ies) until the lost opportunity is made up.

20  
21 Temporary Vacancy. The Cafeteria Supervisor will rotate by seniority to any interested  
22 cook/worker to a temporary vacancy that is due to the absence of a cook/worker which is  
23 scheduled or expected to last more than ten (10) consecutive work days if it will result in a  
24 cook/worker receiving more daily hours of work for the duration of the absence. The days shall  
25 be rotated if more than one cook/worker signs the rotation sheet. The rotation sheet will be  
26 posted by the time sheet and shall be rotated on a yearly basis. The substitute will be assigned to  
27 the cafeteria position with fewer hours.

28  
29 Clothing. If the Cafeteria has a positive cash balance on September 1, the district will provide  
30 two (2) t-shirt style shirts per employee.

31  
32  
33 **Article 36 - Maintenance/Custodial Employees**  
34

35 A. Maintenance and custodial employees will receive an annual clothing allowance of one  
36 hundred (\$100) dollars, payable the second pay period in July.

37  
38 B. A shift differential of fifteen (15) cents per hour will be paid to custodians who are  
39 regularly scheduled to begin work at 2:30 p.m. or later. The shift differential will be paid  
40 for hours worked between the hours of 2:30 p.m. and midnight.

41  
42 C. Snow Removal:  
43 The Supervisor shall call each building maintenance person for overtime based on snow  
44 removal opportunities at their respective buildings.

45  
46 **Article 37 – Discipline**  
47

48 A. An employee may be disciplined for just cause. Where appropriate, discipline shall  
49 follow a progression.

1 B. Disciplinary action shall be given in private, except that at the employee's request, an  
2 Association representative shall be present whenever disciplinary action is taken.

3  
4 C. Disciplinary action may include the following:

- 5  
6 1. Oral reprimand  
7 2. Written reprimand  
8 3. Suspension without pay  
9 4. Contract termination

10  
11 D. The Superintendent/designee may suspend an employee without pay for cause for up to  
12 three (3) days. This paragraph expressly supersedes the provisions of Ohio Rev. Code  
13 §3319.081.

14  
15 E. Disciplinary actions including contract terminations shall be appealed exclusively  
16 through the grievance procedure of this Master Contract. This paragraph expressly  
17 supersedes the provisions of Ohio Rev. Code §3319.081

18  
19 **Article 38 - Provisions Contrary to Law**

20  
21 A. If any provision of this document or any application of the document to any classified  
22 person or persons shall be found contrary to law, then this provision of application shall  
23 be deemed invalid except to the extent permitted by law, but all other provisions hereof  
24 shall continue in full force.

25  
26 B. On request of the Board or the Association, following any action by the Ohio General  
27 Assembly, changes in Federal Law or changes in the financial status of the district,  
28 affecting any agreement or part thereof in effect, re-negotiation may occur on any or all  
29 of those parts of the agreement affected by such actions.

30  
31 **Article 39 - Savings Clause**

32  
33 A. The parties acknowledge that during the negotiations, which resulted in this contract,  
34 each had the opportunity to make proposals, and that the understandings and agreements  
35 arrived at by the parties after the exercise of that opportunity are set forth in this contract.  
36 Therefore for the life of this contract the Board and the Association each voluntarily and  
37 unqualifiedly waives the right and each agrees that the other shall not be obligated to  
38 negotiate with respect to any subject matter not specifically referred to or covered in this  
39 contract, unless otherwise mutually agreed.

40  
41 C. All items not deleted, changed, or addressed that are presently covered in the Amendment,  
42 shall remain in content and context into the successor agreement.

Article 40 - Duration

DURATION OF AGREEMENT

This Agreement shall remain in full force and effect from May 13, 2011 through June 30, 2014.

Provisions of the July 1, 2008 through June 30, 2011 contract will remain in place until June 30, 2011.

IN WITNESS WHEREOF, the parties hereto have set their hands the 23 day of May, 2011

MILTON-UNION EXEMPTED VILLAGE  
SCHOOL DISTRICT  
BOARD OF EDUCATION

OHIO ASSOCIATION OF PUBLIC  
SCHOOL EMPLOYEES, AFSCME/  
AFL-CIO, LOCAL #172

By Jodi A. Munson  
President

By Roger Kufner  
President

By Charles M. Kelly  
Treasurer

By George A. Smith  
Committee Member

By Virginia Rammal  
Superintendent

By Cheryl A. Hopkins  
Committee Member

By J. J. Jackson  
Field Representative

# ADDENDUMS

ADDENDUM A  
2011-2014 WAGE SCHEDULE

STEP	BUS DRIVER	VAN DRIVER	HEAD COOK	CASHIER	COOK/ WORKER	LIBRARY CLERK	189 Day SEC. II	208 Day SEC. III	260 Day SEC. IV
1	\$ 14.67	\$ 14.67	\$ 11.94	\$ 11.38	\$ 10.46	\$ 11.19	\$ 10.64	\$ 12.02	\$ 13.12
2	\$ 15.02	\$ 15.02	\$ 12.12	\$ 11.53	\$ 10.59	\$ 11.41	\$ 10.90	\$ 12.23	\$ 13.40
3	\$ 15.38	\$ 15.38	\$ 12.26	\$ 11.72	\$ 10.76	\$ 11.65	\$ 11.15	\$ 12.50	\$ 13.61
4	\$ 15.71	\$ 15.71	\$ 12.42	\$ 11.87	\$ 10.93	\$ 11.90	\$ 11.34	\$ 12.73	\$ 13.87
5	\$ 16.08	\$ 16.08	\$ 12.59	\$ 12.04	\$ 11.08	\$ 12.13	\$ 11.60	\$ 12.96	\$ 14.06
6	\$ 16.43	\$ 16.43	\$ 12.74	\$ 12.19	\$ 11.25	\$ 12.36	\$ 11.84	\$ 13.17	\$ 14.30
7	\$ 16.75	\$ 16.75	\$ 12.92	\$ 12.35	\$ 11.39	\$ 12.61	\$ 12.06	\$ 13.44	\$ 14.56
8	\$ 17.15	\$ 17.15	\$ 13.08	\$ 12.51	\$ 11.56	\$ 12.85	\$ 12.29	\$ 13.64	\$ 14.75
9	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13.07	\$ 12.51	\$ 13.90	\$ 15.02
12	\$ 17.32	\$ 17.32	\$ 13.21	\$ 12.64	\$ 11.68	\$ 13.20	\$ 12.64	\$ 14.04	\$ 15.17
15	\$ 17.51	\$ 17.51	\$ 13.35	\$ 12.77	\$ 11.81	\$ 13.34	\$ 12.77	\$ 14.19	\$ 15.34
20	\$ 17.60	\$ 17.60	\$ 13.42	\$ 12.84	\$ 11.87	\$ 13.41	\$ 12.84	\$ 14.26	\$ 15.41
25	\$ 17.68	\$ 17.68	\$ 13.49	\$ 12.90	\$ 11.92	\$ 13.48	\$ 12.90	\$ 14.33	\$ 15.49

STEP	MAINT/ CUSTODIAN	CUSTODIAN	PLAYGRD AIDE	RAP MONITOR	STUDY HALL MONITOR	EDUCATIONAL PARA- PROFESSIONAL
1	\$ 16.25	\$ 14.87	\$ 11.07	\$ 11.31	\$ 11.31	\$ 11.31
2	\$ 16.75	\$ 15.20	\$ 11.22	\$ 11.50	\$ 11.50	\$ 11.50
3	\$ 17.32	\$ 15.55	\$ 11.38	\$ 11.76	\$ 11.76	\$ 11.76
4	\$ 17.86	\$ 15.86	\$ 11.53	\$ 11.94	\$ 11.94	\$ 11.94
5	\$ 18.41	\$ 16.25	\$ 11.72	\$ 12.15	\$ 12.15	\$ 12.15
6	\$ 18.95	\$ 16.59	\$ 11.87	\$ 12.36	\$ 12.36	\$ 12.36
7	\$ 19.48	\$ 16.90	\$ 12.04	\$ 12.60	\$ 12.60	\$ 12.60
8	\$ 20.05	\$ 17.26	\$ 12.20	\$ 12.81	\$ 12.81	\$ 12.81
9	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12	\$ 20.25	\$ 17.44	\$ 12.32	\$ 12.94	\$ 12.94	\$ 12.94
15	\$ 20.53	\$ 17.61	\$ 12.46	\$ 13.08	\$ 13.08	\$ 13.08
20	\$ 20.66	\$ 17.70	\$ 12.52	\$ 13.15	\$ 13.15	\$ 13.15
25	\$ 20.92	\$ 17.84	\$ 12.58	\$ 13.24	\$ 13.24	\$ 13.21

FIELD TRIPS: \$ 11.97

**ADDENDUM B – MUEVS Application for Use of Sick Leave**

Employee's Name \_\_\_\_\_

Date \_\_\_\_\_

Position \_\_\_\_\_

Complete ALL Requested Information:

- \_\_\_\_\_ 1. Personal illness
- \_\_\_\_\_ 2. Personal injury
- \_\_\_\_\_ 3. Illness or injury in immediate family: (Article VII: employee's brother, sister, parent, spouse, child, grandchild, father-in-law, mother-in-law, or any dependent living in the employee's household.)

\_\_\_\_\_  
Name Relationship

- \_\_\_\_\_ 4. Death of family relative or friend.
- \_\_\_\_\_ 5. Birth of grandchild
- \_\_\_\_\_ 6. Hospitalization of grandchild, son-in-law, daughter-in-law
- \_\_\_\_\_ 7. Spousal birth or adoption

After the employee's spouse gives birth or an adoption takes place, the employee may use up to five (5) consecutive days of paid sick leave. Days must be used immediately following the birth or adoption.

- \_\_\_\_\_ 8. Any extenuating circumstances with Superintendent Approval: Reason must be provided:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I hereby request \_\_\_\_\_ days of sick leave for the following dates:

\_\_\_\_\_

\_\_\_\_\_  
Signature of Employee

If medical attention was required complete the following:

Physician's Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Date Consulted: \_\_\_\_\_

ADDENDUM C

MILTON-UNION EXEMPTED VILLAGE SCHOOLS

Application for Use of Personal Leave

Employee's Name \_\_\_\_\_ Filing Date \_\_\_\_\_

Position \_\_\_\_\_

The undersigned is hereby making application for the use of Personal Leave for the following reason:

- \_\_\_\_\_ Observance of religious holidays where total abstinence from work is required
- \_\_\_\_\_ Attendance of a high school or college graduation exercise for the employee, spouse or child
- \_\_\_\_\_ Private personal business that cannot be handled at a time that does not conflict with the normal day
- \_\_\_\_\_ Emergency

I hereby request \_\_\_\_\_ day(s) of Personal Leave for the following dates:

\_\_\_\_\_  
\_\_\_\_\_

If the requested leave falls on the last work day before or the first work day after any holiday or other absence day, including vacation, during the first or last week of the school year, or when 10% of the staff of any school building requests personal leave, or when consecutive personal leave days are requested, detailed reasons must be provided:

\_\_\_\_\_  
\_\_\_\_\_

I hereby certify that my intended use of this personal day(s) is within the guidelines of the negotiated agreement.

\_\_\_\_\_  
Recommended, Principal/Supervisor

\_\_\_\_\_  
Signature of Employee

-----

Denied by: \_\_\_\_\_

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

## Milton Union Exempted Village Schools

This benefit description is intended to be a brief outline of benefits. Certain services may have limits on the number of visits, days or dollar amounts that will be covered.

Please refer to the Summary of Benefits/Certificate of Coverage for a complete listing of benefits. In the event of a conflict between this description and the group contract, the terms of the group contract will prevail.

United Healthcare		
UHC		
	NETWORK	NON-NETWORK
<b>CARRIER</b>		
<b>PLAN TYPE</b>		
<b>DEDUCTIBLE</b>	\$100 Ind / \$300 Fam	\$200 Ind / \$600 Fam
<b>CO -INSURANCE</b>	90/10%; Some Services 80/20%	70 / 30%
<b>OUT- OF- POCKET MAXIMUM</b>	\$1000 Ind / \$2,000 Fam	\$1500 Ind / \$3,000 Fam
<b>LIFETIME MAXIMUM</b>	Unlimited	\$1,000,000
<b>PHYSICIAN OFFICE VISITS</b>		
Well Child Care/ Immunizations	\$10 Co-Pay	Ded. & Co-Ins.
Diagnostic Lab & X-Ray	\$10 Co-Pay	Ded. & Co-Ins., Max \$500 to age 1, \$150 ages 1-9
Routine Physicals	\$10 Co-Pay	70% of Eligible Expenses
Preventive Care	100%	Not Covered
Mammograms & Pap Test	100%	Not Covered
Routine Vision Exams	100%	70% of Eligible Expenses
Routine Hearing Exams	\$10 Co-Pay	Not Covered
<b>OUTPATIENT DIAGNOSTIC SERVICES</b>		
Diagnostic, Laboratory, and X-Ray	\$10 Co-Pay	Not Covered
<b>OUTPATIENT SURGERY</b>		
<b>OUTPATIENT REHABILITATION (in office)</b>		
Physical Therapy, Occupational Therapy, Speech Therapy (50 treatments in any combination)	90%	70% of Eligible Expenses
Spinal Manipulation (limited to 24 visits per year)	\$10 Co-Pay	50% of Eligible Expenses
<b>HOSPITAL CARE</b>		
Room & Board, Diagnostic Laborator and X-Ray	\$10 Co-Pay	70% of Eligible Expenses
<b>PROFESSIONAL FEES - INPATIENT</b>		
Surgeons / Physicians	\$250 Co-Pay	70% of Eligible Expenses
<b>MATERNITY CARE</b>		
Physician Prenatal and Postnatal Care	100% payment after copay	70% of Eligible Expenses
Hospital Emergency Room Care (Copay waived if Admitted)	90%	70% of Eligible Expenses
Urgent Care Centers	90%	70% of Eligible Expenses
<b>AMBULANCE SERVICES</b>		
<b>DURABLE MED EQUIP</b>		
Home Health Care (Limited to 8 hours of services per 24 hour period)	\$50 Co-Pay	\$50 Co-Pay
<b>HOSPICE SERVICES (Limited to 180 days)</b>		
<b>SKILLED NURSING/EXTENDED CARE FACILITY SERVICES (Limited to 300 Days per Year)</b>		
Transplan Benefits Through United Resource Networks	\$35 Co-Pay	70% of Eligible Expenses
<b>MENTAL HEALTH / SUBSTANCE ABUSE</b>		
Inpatient Services (Max 30 visits per Year)	90%	90%
Outpatient Services (Max 50 visits per Year)	80% of Eligible Expenses	50% of Eligible Expenses
<b>PRESCRIPTION DRUGS</b>		
Retail		
Tier 1	100% of Eligible Expenses after \$250 deductible	70% of Eligible Expenses
Tier 2	\$10 Co-Pay	70% of Eligible Expenses
Tier 3		
Mail Order (90 Day Supply)		
Tier 1	\$10 Generic Formulary	50% of Eligible Expense
Tier 2	25% Co-Pay, \$15 min, \$35 Max Brand Formulary	50% of Eligible Expense
Tier 3	\$45 Copay Non-Formulary	Not Covered
Tier 1	\$20 Generic Formulary	Not Covered
Tier 2	17% Co-Pay, \$30 min, \$70 Max Brand Formulary	Not Covered
Tier 3	\$90 Copay Non-Formulary	Not Covered

## ADDENDUM E

### DENTAL INSURANCE

#### Schedule of Benefits

Calendar year deductible:     \$25 Single  
  \$75 Family

Co-insurance:	Preventive dentistry	-	100%
	Basic Services	-	80%
	Major Services	-	50%
	Orthodontia	-	60%

Maximum calendar year benefit per person:     \$1500

Details and provisions of the coverage are contained in the individual certificates. If you are enrolled for dental coverage but do not have an individual certificate, contact the Central Office and a copy will be ordered for you.

ADDENDUM F  
LIFE INSURANCE

Schedule of Benefits

Amount: \$20,000

Accidental Death and Dismemberment (AD&D), is an included benefit for all life amounts.

Life insurance coverage reduces according to age per the life insurance schedule **below**. The Board will not be required to self-insure benefits.

LIFE INSURANCE AGE REDUCTION SCHEDULE

Upon attainment of age 70, the Life Insurance will reduce 35%

Upon attainment of age 70, the AD&D Principal Sum will reduce 35%

Reductions will be based upon the Life Amount prior to the payment of any Accelerated Life Benefit

ADDENDUM G

**INSURANCE PREMIUMS: EMPLOYEE/BOARD SHARE  
AFTER EMPLOYEE CONTRIBUTION**

Each employee who is eligible for and elects to participate in the health insurance plan will contribute to the cost of such insurance by paying negotiated monthly percentage for single or family coverage. Part-time employees who elect dental and/or life insurance, will contribute to the cost of such insurance each month pursuant to the following schedule.

HOURS REGULARLY SCHEDULED TO WORK PER DAY	EMPLOYEE PERCENT	BOARD PERCENT
6.00 or more	0	100
5.75	18	82
5.50	21	79
5.25	25	75
5.00	29	71
4.75	32	68
4.50	36	64
4.25	39	61
4.00	43	57
3.75	46	54
3.50	50	50
3.25	54	46
3.00	57	43
2.75	61	39
2.50	64	36
2.25	68	32
2.00	71	29
1.75	75	25
1.50	79	21
1.25	82	18
1.00	86	14