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STATE EMPLOYMENT  
RELATIONS BOARD

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## NEGOTIATED AGREEMENT

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Between the

CANFIELD BOARD OF EDUCATION

and the

CANFIELD SCHOOL BUS DRIVERS

June 29, 2011 – June 28, 2014

STATE EMPLOYMENT  
RELATIONS BOARD

2014 APR 18 PM 4:43  
TABLE OF CONTENTS

	<u>Page</u>
Article I	Recognition..... 1
Article II	Salary ..... 8
Article III	Parochial Drivers ..... 9
Article IV	Kindergarten ..... 10
Article V	All Extra Trips Including Athletic Trips and Enrichment Busing ..... 11
Article VI	Early Dismissal ..... 12
Article VII	Payroll Deductions..... 13
Article VIII	Ohio Motor Vehicle Traffic Regulations ..... 14
Article IX	Seniority ..... 14
Article X	Employee Contracts ..... 14
Article XI	Fringe Benefits ..... 15
Article XII	School Year ..... 17
Article XIII	Sick Leave ..... 18
Article XIV	Personal Leave ..... 19
Article XV	Perfect Attendance Bonus ..... 20
Article XVI	Jury Duty ..... 20
Article XVII	Injury Leave ..... 20
Article XVIII	Assault Leave ..... 21
Article XIX	Parental Leave ..... 22
Article XX	Leave of Absence..... 22
Article XXI	Bereavement Leave ..... 22
Article XXII	Severance Pay ..... 23
Article XXIII	Disciplinary Action ..... 23
Article XXIV	Personnel File..... 25
Article XXV	Smoking Policy ..... 25
Article XXVI	Grievance Procedure..... 25
Article XXVII	Layoff and Recall..... 30
Article XXVIII	Family Medical Leave of Absence ..... 30
Article XXIV	Duration..... 32

APPENDIX

Appendix A	Extra Trip Procedure ..... 33
Appendix B	Overnight Trips ..... 36
Appendix C	Personal Leave Form ..... 37
Appendix D	Sick Leave Form..... 38
Appendix E	Bereavement Form..... 39
Appendix F	MMO Core Plan..... 40
Appendix G	Grievance Form..... 43

## **ARTICLE I. RECOGNITION**

- 1.01 The Canfield Local Board of Education recognizes the Canfield School Bus Drivers Association OEA/NEA as the sole and exclusive bargaining representative for all employees now employed or to be employed in the following bargaining unit:

Contracted Bus Drivers

- 1.02 Exclusions to the Bargaining Unit shall be as follows:

Transportation Director  
Bus Mechanics  
Bus Driver Substitutes  
Special Services Bus Aides  
School Van Drivers  
Student, Seasonal and Casual Employees

- 1.03 **Board Rights**

The Board has rights and responsibilities as described below.

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Board standards of services, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate, or hire employees.
3. Maintain and improve the efficiency and effectiveness of operations;
4. Determine the overall methods, process, means, or personnel by which operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, non-renew, or retain employees;
6. Determine the adequacy of the work force;

7. Determine the overall mission of the Board as a provider of public education;
8. Effectively manage the work force; and
9. Take actions to carry out the mission of the Board as a provider of public education.
10. The Board is not required to bargain on subjects reserved to the management and direction of the governmental unit except those that affect wages, hours, terms and conditions of employment, and the continuation, modification or deletion of an existing provision of a collective bargaining agreement.

1.04 Association Rights

1.041 Recognition of the Association as the sole and exclusive employee representative shall entitle the Association to certain privileges.

A. The Association shall have the exclusive right to assess a representation fee.

1. The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the CSBDA/OEA/NEA a fair-share fee for the Association's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

(a) Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this contract for the

purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

- (b) Payroll deduction of fair share fees shall commence on the first pay date which occurs on or after January 15th annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later date:
  - i) Sixty days' employment in a bargaining unit position which shall be the required probationary period, or
  - ii) January 15th.
- (c) The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.
- (d) The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09 (C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and that a copy will be given to each member of the bargaining unit 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 Constitutions of the United States and the State of Ohio.
- (e) Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

2. The Association agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that
  - (a) The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed.
  - (b) The Association shall reserve the right to designate counsel to represent and defend the employer. The Board may retain their counsel at their sole expense. No settlement will be made without consent of their counsel.
  - (c) The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding; (2) permit the Association or its affiliates to intervene as a party if it so desires; and/or (3) not to oppose the Association or its affiliates' application to file briefs amicus curiae in the action.
3. The Treasurer shall, when authorized in writing by the employee, deduct the representation fee according to the payroll deduction procedures as provided in the Association Rights provision of this Agreement.
4. The Association shall indemnify the Canfield Local School District, the Board of Education, District Treasurer, their agents or assigns, and hold them harmless against any and all claims, demands, suits, or other forms of liability, including legal fees and expenses, that may arise out of or by reason of action taken by the Canfield Local School District for the purpose of

complying with any of the provisions of this Article, or in reliance on any list, notices, or assignments furnished under any of such provisions.

- B. Payroll deduction of membership dues shall be in accordance with the following provisions:
1. The Board agrees to deduct dues from the pay of employees when so authorized in writing by each employee.
  2. The deduction for those employees previously electing payroll deduction of dues and for employees authorizing the District Treasurer to deduct dues shall be made equally from the first ten pays beginning with the last pay date in October and in accordance with the pay schedule elected by each employee.
  3. Individual authorization forms for dues deductions shall be furnished by the local Association, and when executed shall be filed by the Association with the District Treasurer. Such authorization shall continue in effect from year to year unless revoked by the employee in writing before August 31 on a form provided by the CBDA. A copy of such revocation shall be provided both to the Board and the CBDA.
  4. Dues deductions shall be transmitted by the District Treasurer to the Association Treasurer within five (5) working days following the pay from which the deductions are made.
  5. The right to refund to an employee such dues deducted from his pay shall lie solely with the local Association.
- C. When the President of the Association or the Superintendent agree that there is mutual need for a conference, the Association President is to be released from assigned duties during the school day to meet with the Superintendent.

- D. When it is necessary for official representatives of the Association to engage in Association activities directly relating to the Association's duties as representatives of the bus drivers, during the school day, they shall be given such time, without loss of pay, as is necessary to perform any such activity provided the official representative has been given prior approval by the Superintendent or his designated representative.
- E. The Association shall be entitled to use the Board's regular daily intra/inter school mail.
- F. The officers of the Association shall have the use of a bulletin board in each building designated for Association announcements.
- G. The Association has the right to make brief announcements during school meetings with the prior approval of the Superintendent or building principal.
- H. Association representative has the right to use school phones for non-toll charge calls for conducting Association business.
- I. The Association has the right to conduct business with any bargaining unit member during non-duty time of the school day.
- J. The Association representatives/officers shall have the right to use individual school equipment including typewriters, reprographic equipment and computers, other duplicating equipment, calculating machines, and all types of audio-visual equipment when such equipment is not otherwise in use.
- K. Association has the right to use a school building provided that advance approval has been received from the building Principal.

- L. The Association President shall receive a copy of the agenda of each Board meeting in advance of the scheduled meeting. This mailing shall also include all financial reports and attachments to the agenda that pertain to Association business. A representative of the Association shall be permitted to address the Board during its regular or special meetings in public or executive session.
- M. Names and addresses of newly employed members shall be made available to the Association prior to the first day of the school year.
- N. The administration shall make available to the Association President a directory listing the names, addresses, phone numbers, and job assignments of all employees.
- O. A copy of the proposed regular school calendar shall be provided to the Association President not less than thirty (30) days prior to the Board meeting at which the regular school year calendar is adopted.
- P. The Association has the right to use the Transportation Radio System to make announcements subject to the prior approval of the Transportation Supervisor.

**ARTICLE II. SALARY** (based on 180 work days & 7 holidays)

2.01 Freeze salary schedule at the 2010-2011 rate and freeze all drivers at their current step on the 2010-2011 schedules. The daily and annual rates are calculated at the 3.5 hours per day rate.

2011-2012  
2012-2013  
2013-2014

Step	Annual	Daily	Hourly
0	11,919.38	63.74	18.21
1	12,024.10	64.30	18.37
2	12,168.09	65.07	18.59
3	12,291.51	65.73	18.78
4	12,409.32	66.36	18.96
5	12,534.61	67.03	19.15
6	12,783.32	68.36	19.53
7	13,045.12	69.76	19.93
8	13,299.44	71.12	20.32
9	13,568.72	72.56	20.73
10	13,836.13	73.99	21.14
11	14,118.50	75.50	21.57
12	14,399.00	77.00	22.00
13	14,686.98	78.54	22.44
14	14,982.44	80.12	22.89
15	15,276.03	81.69	23.34
20	15,603.28	83.44	23.84
25	15,930.53	85.19	24.34
30	16,257.78	86.94	24.84

**2.02 Safety Meetings**

Upon completion of all in-house safety meetings during the regular school year, employees shall receive a \$50.00 attendance bonus each year of the contract.

**2.03** Regular routes will be based on a minimum of three and one-half (3.5) hours per day. The total time of a regular route shall be calculated by adding fifteen (15) minutes for pre-trip inspection and ten (10) minutes for post-trip inspections to the actual driving time. All regular bus drivers on regular routes which extend beyond the 3.5 hours as stipulated above will be compensated at their hourly rate for the overage. All weekly overages will be paid by rounding to the nearest fifteen (15) minute time period worked.

**2.04** All supplemental regular daily bus routes for Pre-School, Parochial, Alternative School, half runs, or any other such run utilizing a school bus shall be driven by a contracted driver or a substitute bus driver at the driver's hourly rate and shall have a one (1) hour minimum.

A. Noon pre-school routes will be offered to the previous year drivers first.

**2.05** All drivers shall be provided a minimum of four (4) hours per year of on-site educational meetings, CPR courses, first aid courses, safety meetings and any other training required by the district. Any driver unable to attend the four (4) hours per year will be required to attend meetings off-site at the driver's expense.

**ARTICLE III. PAROCHIAL DRIVERS**

**3.01** Bus drivers whose regular daily route includes both parochial and public runs shall be compensated at their regular hourly rate for any hours worked on days that are in addition to the 180 day public schedule.

**3.02** There are times when a parochial driver is required to work when the public drivers are off (i.e., the beginning of the school year and holiday vacations). At these times when the parochial school or route is cancelled, for any reason, the parochial driver will be compensated their regular hourly

rate for a minimum of one and one-half (1 ½) hours.

- 3.03 A parochial driver can have another contracted driver substitute for them when they are required to drive and the public school drivers are not.
- A. Forty-eight (48) hours notice should be given unless it is an extreme emergency or illness.
  - B. A list of contracted drivers willing to substitute for parochial routes will be posted and will follow a continuous rotation starting with seniority at the beginning of the school year.
  - C. The contracted driver willing to substitute for the parochial driver will be paid their hourly rate.
  - D. If a replacement driver cannot be found, the parochial driver is responsible for driving the route.

#### **ARTICLE IV. KINDERGARTEN**

- 4.01 Rate of Pay  
\$23.26 per day to be paid 180 days
- 4.02 Routes will be divided as equally as possible with equal pay for each driver.
- 4.03 Kindergarten routes will be approximately 1-1/4 hours long. "Approximately" as used in this section shall be defined as plus or minus five (5) minutes. All regular kindergarten routes which extend beyond the five (5) minutes as stipulated above will be compensated at the hourly kindergarten pay rate for the overage. All weekly overages will be paid by rounding to the nearest fifteen (15) minute time period worked.
- 4.04 Kindergarten routes will be offered to drivers yearly by seniority (based upon hire date).
- 4.05 A list of contracted drivers willing to substitute for kindergarten routes shall be posted on the bulletin board and it will follow a continuous rotation starting with seniority at the beginning of each school year.

- A. For a driver to retain their contract seniority, they must sign up to be a kindergarten substitute before the first day of school.
  - B. Any driver who decides to become a kindergarten substitute after the first day of school for Canfield, they may do so with the knowledge that their name will be added to the bottom of the seniority list.
  - C. The rotation for extended leave (anytime the supervisor is advised that leave will extend five (5) work days) will be as follows: using the list of contracted drivers willing to substitute for kindergarten, start with the senior driver. Once he/she is assigned to substitute for an extended leave, he/she will be ineligible until it is offered to all other contracted kindergarten substitute drivers.
- 4.06 Drivers may not turn in a previously chosen trip to substitute for a kindergarten route and vice versa.
- A. The only exception to the above is to substitute for an extended leave.

**ARTICLE V. ALL EXTRA TRIPS INCLUDING ATHLETIC TRIPS AND ENRICHMENT BUSING**

- 5.01 Rate of Pay (1.5 hour minimum):  
\$16.45 per hour
- 5.02 The distribution method of extra trips is a mutual agreement between the transportation director and the bus drivers. No change in procedure may occur without the consent of both parties. (A copy of the trip procedure is included in the back of the contract book as Appendix A).
- 5.03 Turnpike receipts are to be submitted with the trip and shall be reimbursed to the employee.

5.04 Overnight Trips

- A. Trips going overnight shall be paid at the following rate per day:  
\$249.58
- B. Overnight trips to be defined in Appendix B.
- C. The driver will be expected to drive any part of their regular run that does not overlap their departure for the overnight trip.
- D. Turnpike and meal receipts are to be submitted with the trip and shall be reimbursed to the employee at the maximum rate of:

Meals	\$40.00 per day	<b>RECEIPT REQUIRED</b>
	(Breakfast	\$ 10.00)
	(Lunch	\$ 10.00)
	(Dinner	\$ 20.00)

\*Maximum tip allowed – 15%; sales tax not reimbursed – Exemption forms provided upon request.

5.05 Cancelled Trips

- A. There shall be a one hour notice given to the driver for any cancelled trips or the driver shall be paid the minimum trip pay.
- B. If an assigned trip is cancelled, but the event is not, and other means of transportation is taken, the assigned driver will receive two (2) hours trip pay.

**ARTICLE VI EARLY DISMISSAL**

- 6.01 If drivers are requested for an early dismissal with less than five hours notice, each driver will be paid an additional one (1) hour at hourly rate.
- 6.02 Scheduled early dismissals are to be paid per Article II, Section 2.03, for all time in excess of 3 ½ hours (time includes any layover involved in early dismissal/late arrival).

**ARTICLE VII. PAYROLL DEDUCTIONS**

7.01 Payroll deductions will be made for the following:

- A. U.S. Savings Bonds
- B. Credit Union
- C. United Appeal Fund
- D. Canceraid
- E. Tax Sheltered Annuities
- F. Union/Association Dues

7.02 Deductions for tax sheltered annuities:

- A. Employees may enroll with any company that is currently registered with the Canfield Board of Education.
- B. In order to enroll with a company not currently registered with Canfield Board of Education at least four (4) employees must request enrollment.
- C. Salary deductions will be made the first two pays of every month for total of 24 deductions per year.

7.03 New deduction categories will be made upon the request of ten (10) or more employees.

7.04 All employees will take part in a direct deposit program for pay checks.

7.05 Payroll notification documentation shall be distributed to employees through electronic mail to an employee's school account and up to two (2) additional e-mail accounts provided by the employee for that purpose to the office of the Treasurer.

**ARTICLE VIII. OHIO MOTOR VEHICLE TRAFFIC REGULATIONS**

8.01 All bus drivers who accumulate 4 or more points in Ohio motor vehicle traffic violations in any two (2) year period will be required to attend the state school bus drivers training course at the driver's expense.

8.02 Drug Testing

A. All CDL license holders will comply with Federal and State regulations in regard to the Alcohol and Drug Testing Requirements.

8.03 Drivers must maintain insurability for continued employment.

8.04 Drivers must meet all Federal and State qualifications.

**ARTICLE IX. SENIORITY**

9.01 Seniority is based on the effective date of employment based on the Board of Education action. In cases where employees must have the same effective date of hire, the date of application will determine the most senior employee. If the application date is the same for both employees, a coin toss will determine the most senior employee.

9.02 Drivers with most years of service to have preference of routes. For seniority purposes only, seniority shall include time spent on an approved leave of absence or any other board approved leave.

**ARTICLE X. EMPLOYEE CONTRACTS**

10.01 Newly hired regular employees shall enter into written contracts for their employment which shall be for a period of not more than one (1) year. If such employees are rehired, their subsequent contract shall be for a period of two (2) years.

After the expiration of the two (2) year contract and the contract of a non-teaching employee is renewed, the employee shall be continued in employment, and the salary provided in the contract may be increased but not reduced

unless such reduction is part of a uniform plan affecting the non-teaching employees of the entire district.

**10.02 Employment of Retiree as Bus Driver**

An employee who retires from service with the Canfield Local Board of Education, at the written request of the employee, may be re-employed by the Canfield Board of Education. The following provisions shall apply to this re-employment:

- 1) The retiree shall be offered the option of a one or two-year limited contract.
- 2) The retiree shall be paid at the 0 salary step level during both years of the two-year contract.
- 3) If a reduction in force is implemented, the retiree's seniority before retirement shall not be used when determining the reduction in force.
- 4) The employee is not eligible to participate in any insurance fringe benefit offered by this Agreement. If the employee is precluded under SERS policy (or other retirement system policy, if applicable) from obtaining medical benefits through SERS, then the Board shall choose to make certain medical benefits available.
- 5) All other provisions in the Agreement between the Canfield Board of Education and the Canfield School Bus Drivers Association shall remain in full force and effect.

**ARTICLE XI. FRINGE BENEFITS**

**11.01 Hospitalization**

- A. The Board shall provide the insurance coverage for the Core Medical Plan, with four premium levels: (1) Employee (Single); (2) Employee plus spouse; (3) Employee plus child(ren); and (4) Employee plus spouse plus child(ren) for all members of the employee unit who work twenty (20) or more hours per week, excluding extra trips. The Board shall pay:
  1. ninety-two percent (92%) of the cost and the employee shall assume eight percent (8%) of the

- cost of said medical health care program in 2011-2012;
2. ninety-one percent (91%) of the cost and the employee shall assume nine (9%) percent of the cost of said medical health care program in 2012-2013;
  3. ninety percent (90%) of the cost and the employee shall assume ten (10%) percent of the cost of said medical health care program in 2013-2014.
- B. The Board will continue to provide one of the core medical plans as stated above for current bus drivers, who on June 1, 2011, were in full time bus driving status and were eligible.
- C. Effective 9/1/2009 spouses of employees covered by Canfield Local Schools, will be required to join the insurance program for at least single coverage at their place of employment or retirement system/Medicare if it is available at a monthly cost of \$300.00 or less.
- D. Claims for spouses of Canfield Schools' employees will not be processed by the Mahoning County Consortium third party administrator until a Coordination of Benefits (COB) form is on file in the Canfield School's Treasurer's office. Canfield Schools' employees shall be responsible for submitting an updated COB form immediately when a change occurs in their spouse's insurance eligibility or existing coverage.
- E. Enrollment of spouses at their place of employment assigns the spouse's employer's insurance carrier as primary coverage, but shall not prohibit Canfield School's employee from using Canfield Schools' coverage as secondary coverage for their spouse if the employee so desires.
- F. All provisions of the plan document shall be incorporated by reference to this Agreement. All employees shall be provided with a health benefit plan booklet which shall contain all provisions of the plan document.

11.02 Optional Health Care Election

Any driver currently eligible to receive health care benefits who elects not to have medical coverage for each 12-month period beginning September 1 will receive a \$1,200 bonus payment for each one-year period. Drivers currently receiving the bonus will be prorated through 8/31/2011 and begin a new 12 month period beginning September 1, 2011.

11.03 Prescription Insurance

The Board shall provide a 100% Up-Front Co-Pay Plan with a \$150 deductible and an 80%/20% co-pay reimbursement coverage for all members of the employee unit who work twenty (20) or more hours per week, excluding extra trips. The board will continue to provide prescription insurance for all current bus drivers, who on June 1, 2011 were in full time bus driving status and were eligible.

11.04 Life Insurance

\$25,000 term life insurance will be purchased by the Canfield Board of Education as a benefit for all bus drivers with the coverage reduced as follows:

<u>Age</u>	<u>Percentage</u>
65	65%
70	45%
75	30%
80	20%

11.05 Vision

\$100 per employee starting September 1<sup>st</sup> through December 31<sup>st</sup>, 2011 to go towards vision care (exam, glasses, contacts and etc). This will not go through insurance and employees will give receipt to the School Treasurer who will reimburse them.

**ARTICLE XII. SCHOOL YEAR**

- 12.01 The school year shall consist of 187 days: 180 work days plus 7 holidays as follows:
- a. New Year's Day

- b. Martin Luther King Day
- c. Good Friday
- d. Memorial Day
- e. Labor Day
- f. Thanksgiving day
- g. Christmas Day

12.02 If schools are closed for more than five (5) calamity days, make up days will be scheduled during the designated spring break vacation/holidays/Saturdays/end of year. Make up days will not be considered to be in addition to the 187 contract days.

**ARTICLE XIII. SICK LEAVE**

13.01 Each employee may at his/her discretion use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease or absence due to illness or death in the immediate family. The following relatives are included under immediate family: father, mother, sister, brother, son, daughter, husband, wife, step-parent, step-sibling, step-children, grandparent, step-grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, or a blood or marital relative living in the same household or legal guardian.

13.02 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 able to accumulate to two hundred and sixty (260) days.

13.03 Employees may take sick leave in no less than one-half (1/2) day increments, except kindergarten drivers whose deductions will be as follows:

40% - a.m.      20% - kindergarten      40% - p.m.

13.04 Any employee transferring to the Board, from another public agency shall be credited with the unused balance of his/her accumulated sick leave upon verification from such public agency.

- 13.05 New employees will receive, if needed, up to ten (10) days coverage on their first day of employment to be charged against any subsequently accumulated sick leave.
- 13.06 Employees who have exhausted their sick leave shall be advanced five (5) days for the current year to be charged against any subsequently accumulated sick leave. If for any reason an employee is terminated or resigns and has used more than the amount of sick leave earned, these excess advanced days shall be deducted from the employee's final pay. Nothing herein shall be considered to create an expectation that unpaid leave will be granted to any employee who has exhausted all sick leave and advancements nor is the Board in any way limited in taking appropriate disciplinary action, up to and including termination, for any unauthorized absence without approved leave. Employees who exhaust their sick leave shall have their fringe benefits paid by the Board for a three-month period of time.
- 13.07 In the event of absence of a bus driver for illness, the Superintendent or his designee may request a doctor's certificate.
- 13.08 Drivers will make every attempt to call off between the hours of 5:30 a.m. and 5:45 a.m. for their morning routes or the entire day. They will make every attempt to call off by 9:30 a.m. for kindergarten routes and by 11:00 a.m. for afternoon routes. If the driver is unable to call off by the above times, they shall be required to provide a doctor's excuse or have a spouse/relative or other driver verify the absence due to illness. If the driver is unable to obtain either the doctor's excuse or other written verification, the driver will be docked accordingly.

#### **ARTICLE XIV. PERSONAL LEAVE**

- 14.01 Each employee shall be allowed up to three (3) days of unrestricted personal leave for personal business which requires absence during the school year. Requests for leave shall be made on forms provided by the school offices.
- 14.02 Permission must be granted in advance (whenever possible arrangements shall be made 24 hours in advance) by

transportation supervisor or his designee.

- 14.03 Personal leave shall not be granted to extend a holiday or school recess. Personal leave shall not be granted during the first or last week of a school year.
- 14.04 Personal leave shall not be granted on make-up calamity days.
- 14.05 Administrative discretion may be used under certain extenuating circumstances.
- 14.06 Unused personal leave will be added to sick leave accumulation at the end of each year.

**ARTICLE XV. PERFECT ATTENDANCE BONUS**

- 15.01 All full-time bus drivers that complete a semester with perfect attendance will receive a bonus of \$175. Perfect attendance is determined by non-use of sick and personal leave and dock days. Professional days, jury duty are excused absences.
- 15.02 Employees who hold multiple classifications are eligible for only one perfect attendance bonus.

**ARTICLE XVI. JURY DUTY**

- 16.01 A bus driver who is absent from duty for jury service during his/her regular contractual hours will be paid his/her regular contractual salary.

**ARTICLE XVII. INJURY LEAVE**

- 17.01 Employees who sustain injuries in the course of and arising out of their employment which are covered by worker's compensation and who as a result of the injury have exhausted their sick leave, shall be credited with ten (10) days sick leave upon return to duty.

- 17.02 The employer and the Association may mutually develop transitional work programs designed to encourage a return to work by an employee receiving worker's compensation benefits. During the time an employee is in a transitional work program, the employee will be assigned duties in which the employee is capable of performing based upon the recommendation of the employee's attending physician.

**ARTICLE XVIII. ASSAULT LEAVE**

- 18.01 An employee who must be absent due to physical disability resulting from reproach assault on such employee which occurs in a course of board employment, on school grounds, during school hours or required work hours, shall be eligible for assault leave. Full pay status (days not charged to sick leave) under assault leave can be granted up to a maximum of the first twenty (20) days beginning with the first day of said leave. At the end of the twenty days, the employee may use sick leave or receive worker's compensation (if eligible) for the period of the physical disability. Eligibility shall be determined by the Superintendent and will be based on a signed statement on the appropriate form which shall include but not be limited to the following:

- a. Nature of the injury
- b. Date and time of occurrence
- c. Identification of the individual or individuals causing the assault if known
- d. Facts and circumstances surrounding the assault
- e. A certificate from a licensed physician describing the nature of the injury sustained causing absence

- 18.02 If sick leave becomes exhausted the employee may apply for further sick leave. Whether such additional leave is granted shall be determined by the Superintendent.

- 18.03 Falsification of the signed statement to determine eligibility for assault leave benefits on the physician's certificate is grounds for suspension or termination of employment.

- 18.04 In order for assault leave to be granted, the employee shall agree to cooperate with the investigation and provide the above-signed statement of the incident.

**ARTICLE XIX. PARENTAL LEAVE**

- 19.01 Canfield Local Board of Education will grant upon request and without pay a parental leave of absence for up to one calendar year or part of a calendar year. Any employee, upon a qualifying parental leave event, i.e., adopting a child under the age of six (6), or becoming a parent by childbirth, or becoming a custodial guardian of a child under the age of six (6), will be granted parental leave. It is the responsibility of the employee to notify the Superintendent in writing of his/her intention to return 30 days prior to the date of his/her return.
- 19.02 Application for parental leave shall be in writing to the Superintendent of Schools no later than 30 working days prior to the beginning of the parental leave.
- 19.03 Under emergency conditions the Superintendent of Schools may waive the required number of notification days.
- 19.04 An employee granted such leave shall be returned to the same or a comparable position.

**ARTICLE XX. LEAVE OF ABSENCE**

- 20.01 Upon written request, the Administration shall grant a Leave of Absence for a period of not more than two (2) years where illness or disability is the reason for the request.

**ARTICLE XXI. BEREAVEMENT LEAVE**

- 21.01 All employees shall be granted, upon request, three (3) days of bereavement leave without loss of pay to attend the funeral of each immediate family member. The following relatives are included under immediate family: father, mother, sister, brother, son, daughter, husband, wife, step-parents, step-sibling, step-child, grandparent, step-grandparent, grandchild, father-in-law, mother-in-law, sister-

in-law, brother-in-law, son-in-law, daughter-in-law, a blood or marital relative living in the same household, or legal guardian.

#### **ARTICLE XXII. SEVERANCE PAY**

- 22.01 Upon notification from the School Employees Retirement Board of employee's retirement from Canfield Local Schools, Canfield Local School Board of Education will pay 50% of accumulated sick leave not to exceed 60 days to any bus driver who has ten (10) years service credit prior to retirement with Canfield Local Board of Education. The rate will be at the per diem rate as a bus driver at the time of retirement. Per diem rate at the time of retirement shall include kindergarten pay as per Article IV if the driver has a kindergarten route in the year of retirement or in the event the district eliminates the kindergarten routes, the per diem rate will include kindergarten pay as per Article IV (the rate to be that which was actually paid in the final year prior to elimination of the kindergarten routes) for those kindergarten drivers with ten (10) years of kindergarten service at the time of retirement, providing the driver had a kindergarten route in the final year prior to elimination of the routes.
- 22.02 If a classified employee dies while actively employed by the Canfield Board of Education and that employee meets the criteria above including eligibility for SERS benefits and ten (10) years of service to the Canfield Schools, the Canfield Board of Education agrees to pay to the employee's designated beneficiary his/her accumulated severance pay. The designated beneficiary will be the same as the beneficiary named by the employee in the Canfield Schools group life insurance policy.
- 22.03 Payment shall be made no later than six (6) weeks after the last working day prior to severance.

#### **ARTICLE XXIII. DISCIPLINARY ACTION**

- 23.01 Disciplinary actions affecting an employee should be administered with the intention of improving the employee's performance. A disciplinary problem should be discussed between the employee and his/her immediate supervisor.

- 23.02 Discussions on disciplinary action will be held in private.
- 23.03 The following procedure will be followed, except in circumstances of a serious nature as determined by the superintendent.
- A. The first instance of minor misconduct or poor performance by an employee shall result in a verbal reprimand. The reprimand shall be documented and signed by both parties involved and placed into the employee's personnel file as a matter of record.
  - B. The second instance will result in a written reprimand.
  - C. Further misconduct or poor performance may result in suspension without pay or termination. Nothing herein shall be deemed to limit the administration in measuring a disciplinary response in proportion to the offense committed.
- 23.04 In the event that it is necessary to take disciplinary action against an employee, a notice in ordinary and concise language shall be sent to the employee specifying:
- A. The specific acts and omissions upon which the disciplinary action is based.
  - B. A statement of the cause for the action taken.
  - C. A quotation of the rule or regulation which it is claimed the employee violated.
  - D. A date when the employee may be heard if he/she wishes.
  - E. The penalty that may be imposed as a result of the employee's acts or omissions.
  - F. Guidelines for the administrative hearing.
- 23.05 The employee may bring a representative of the Association to any disciplinary action discussion or meeting including administrative hearings.

**ARTICLE XXIV. PERSONNEL FILE**

- 24.01 Personnel files may be reviewed by employees according to Board Policy Section 8320. Employees shall have the right to respond to any material in the personnel file and receive copies of any material therein.
- 24.02 Any recorded minor disciplinary infraction in the file of a contracted driver will be removed three (3) years after it is dated.

**ARTICLE XXV. SMOKING POLICY**

- 25.01 All buildings, school grounds and school vehicles will be classified as "smoke free" environments. No smoking will be permitted in any of the buildings or school vehicles in compliance with county, state and federal regulations.

**ARTICLE XXVI. GRIEVANCE PROCEDURE**

26.01 Objective

The Board and the Association recognize that, in the interest of effective personnel management, a procedure is necessary whereby its employees can be assured of a prompt, impartial, and fair hearing on their grievances. Such procedure shall be available to all employees and no reprisals of any kind shall be taken against any employee initiating or participating in the Grievance Procedure.

26.02 Grievance Defined

A grievance is an alleged violation, misinterpretation, or misapplication of the Professional Negotiated Agreement between the Canfield Board of Education and the Canfield School Bus Drivers Association by an employee or the Association. Grievances shall be resolved as follows:

## 26.03 Grievance Procedure

### 26.031 Informal Procedure

At the time an employee/Association feels that he/she has a grievance, he/she should first discuss the problem with his/her transportation supervisor either directly or through the Association representative. He/she may be accompanied or represented by an executive committee member before the supervisor. The supervisor may also have representation at this level. The objective of both parties should be to resolve this matter as soon as possible in this informal manner. If the grievance is not settled in this manner, the grievant should follow the formal Grievance Procedure. If the grievance is not initiated within thirty (30) working days after the employee knew or should have known of the event or condition upon which the complaint is based, the grievance shall be considered waived.

### 26.032 Formal Procedure

#### A. Step 1

If the discussion does not resolve the grievance to the satisfaction of employee, the grievant shall have the right to lodge a written grievance with such employee's supervisor. If such grievance is not lodged within thirty (30) working days following the act or condition which was the basis for such grievance, said grievance shall no longer exist.

1. The written grievance shall be the Grievance Form attached hereto as Appendix G and shall contain a concise statement of the facts upon which the grievance is based and a reference to the specific provisions of the Professional Negotiated Agreement allegedly violated, misinterpreted or misapplied.

2. A copy of such grievance shall be filed with the Superintendent.
3. The grievant/Association shall have the right to request a hearing before the building principal. Such hearing shall be conducted within five (5) working days after date of such request. The grievant/Association shall be advised in writing of the time, place and date of such hearing and shall have the right to be represented at such hearing by counsel or by other representation.
4. The supervisor shall take action on the written grievance within five (5) working days after the receipt of such grievance, or, if a hearing is requested, within five (5) working days after the conclusion of said hearing. The action taken and the reason for the action shall be reduced to writing and copies sent to the grievant, the Association, and the Superintendent within five (5) working days of the hearing.

B. Step 2

1. If the reply from the supervisor does not resolve the grievance, then the grievance may be filed with the Superintendent. Failure to file such appeal within five (5) working days from the receipt of the written memorandum of the supervisor's action on said grievance shall be deemed a waiver of the right to appeal.
2. A hearing shall be conducted by the Superintendent within five (5) working days after the receipt of the request. At this hearing the grievant shall be present and may be accompanied by an Association representative, and/or counsel or other representation.

3. The Superintendent shall take action on the appeal of a grievance within five (5) working days after receipt of the appeal, or hearing requested, within five (5) working days after the conclusion of said hearing. The action taken and the reason for the action shall be reduced to writing and copies sent to the grievant, the Association, and the supervisor.

C. Step 3

1. If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the grievant, such grievant may appeal in writing to the Board of Education. The notice of appeal shall be sent to the Superintendent and a copy filed with the Treasurer. Failure to file such appeal within five (5) working days from receipt of the written memorandum of the Superintendent's action on said grievance shall be deemed a waiver of the right of appeal.
2. Upon receipt of an appeal, the Treasurer shall call a special meeting of the Board of Education within five (5) working days from receipt of appeal for disposition of the grievance. The grievant shall have the right to be represented at such meeting by counsel or by other representation.
3. If the grievance is not resolved at the special meeting, the Board of Education shall act upon such appeal no later than the next regular meeting. Copies of the final Board of Education action shall be sent to the grievant, the Association, Superintendent, and supervisor.

D. Step 4

If the grievance has not been resolved through the preceding procedure, then the Association may submit the grievance to arbitration through the American Arbitration Association (AAA). If a written request for arbitration is not filed with AAA and notification given to the Superintendent within thirty (30) working days of the date for the Board's Step 4 answer, then the grievance shall be deemed withdrawn.

26.033 Authority of Arbitrator

The decision of the arbitrator shall be in writing and binding upon both parties. The authority of the arbitrator shall be to determine controversies involving the interpretation, application, or alleged violation of specific provisions of this Agreement and he/she shall have no power to add to, subtract from, or modify any of the terms of this Agreement, or to arbitrate a matter not specifically provided for by this Agreement. Either party shall have all statutory rights to appeal the arbitrator's decision to the Court of Common Pleas.

26.034 Costs of Arbitration

Each party shall bear the full costs for its representation in the arbitration proceedings. The costs and expenses of the arbitrator and the American Arbitration Association shall be divided equally between the parties.

26.04 Time Limits

The number of days indicated at each step is considered maximum. The time limits specified, however, may be extended by written agreement of the Parties in Interest -- for example, for extenuating circumstances such as prolonged illness or vacation. Association representatives, witnesses and grievants shall be entitled to released time for arbitration proceedings and this is not applicable to any other leaves.

**26.05 Transmittal of Grievances and Related Notices**

Grievance Procedure Forms, notices of hearings, and dispositions of grievances shall be mailed by registered mail, with return receipt requested, with the date of mailing or postmark and date of receipt recorded thereon. Written grievances and appeals shall be deemed to be received one (1) day after postmark or the date received and initials of the official shall be recorded if hand delivered.

**26.06 Expedition of Grievances**

A grievance may be submitted initially at that step of the Grievance Procedure where authority exists to effect a satisfactory disposition of the grievance.

**ARTICLE XXVII. LAYOFF AND RECALL**

- 27.01 In the event it becomes necessary to lay off contracted drivers due to any circumstances, contracted drivers shall be laid off according to seniority with the least amount of seniority being the first to be laid off. A contracted driver laid off shall be subject to recall without loss of seniority.
- 27.02 Recall from layoff shall occur according to seniority with the most senior contracted driver recalled first.
- 27.03 Notice of recall shall be sent, via certified mail, to the laid off contracted driver at their last known address on file with the Employer, or provided to the Employer by the contracted driver. Upon receipt of said notice, the contracted driver shall have fourteen (14) calendar days to serve written notice of his acceptance of recall to the Employer.
- 27.04 A laid off contracted driver's right to recall shall expire three (3) years from the date of the contracted driver's lay off notice.

**ARTICLE XXVIII. FAMILY MEDICAL LEAVE OF ABSENCE**

Contracted Drivers are entitled to leave as provided in the Family Medical Leave Act (FMLA) and its associated regulations. For purposes of this section, "12-month period" is defined as the 12-

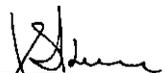
month period measured forward from the date that the employee's first FMLA leave begins (i.e., the leave is specific to each employee). The employee is entitled to twelve (12) weeks of leave during the twelve (12) month period beginning on the first date FMLA leave is taken. The next twelve (12) month period commences the first time FMLA leave is taken after the completion of any previous twelve (12) month period.

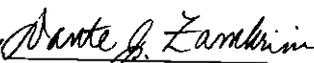
**ARTICLE XXIV. DURATION**

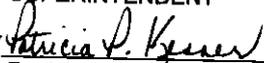
1. This agreement shall be in effect from June 29, 2011 and shall remain in full force and effect until midnight June 28, 2014.
2. This Agreement, made and entered into this 27<sup>th</sup> day of June, 2011 by and between the Canfield Board of Education, hereinafter called the Board of Education, and the Canfield School Bus Drivers, OEA, NEA, hereinafter called the Bus Drivers, for and on behalf of the employees in the Bargaining Unit set forth in Article I of this Agreement.

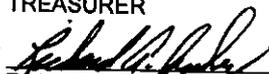
IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement on the day and year first above written.

**BOARD OF EDUCATION**

BY   
J. Brian Kesner  
BOARD PRESIDENT

BY   
Dante J. Zambrini  
SUPERINTENDENT

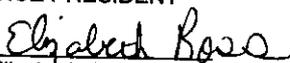
BY   
Patricia P. Kesner  
TREASURER

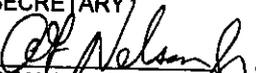
BY   
Richard A. Archer  
BUSINESS MANAGER

**BUS DRIVERS**

BY   
Cheri Farmer  
CSBDA PRESIDENT

BY   
Patti Marshall  
VICE PRESIDENT

BY   
Elizabeth Ross  
SECRETARY

BY   
Alf Nelson Jr.  
OEA REPRESENTATIVE

**APPENDIX A**  
**Extra Trip Procedure**

1. All trips for the following week will be posted for driver review. This excludes overnight trips which are to be handled separately.
2. A sign up sheet will be posted weekly for those drivers interested in a trip that week.
3. There will be a weekly meeting on Thursdays at 8:45 a.m. to distribute and assign the trips.
4. To be eligible for trips, you must sign the weekly sign up sheet by 8:45 a.m. and you must be present at the meeting by 8:45 a.m. Attendance is mandatory with the only exceptions being a work-related commitment, personal day, illness, or unforeseen emergency. You may then assign another driver as your representative to choose for you, otherwise, your absence is to be considered a refusal when your turn in the rotation comes up.
5. The trips will be offered on a straight rotation basis from the weekly sign up sheet except the first pick of each month will start at the top of the seniority list. Rotation will continue until all trips are assigned.
6. The person who accepted the last trip is the end of that week's rotation. Next week, the rotation will begin where the previous week ended.
7. Once a trip has been removed from the board, and the rotation has continued to the next driver, you cannot change your mind and replace the trip for another, the only exception being an overnight trip.
8. Trips are sometimes canceled. All drivers understand this and are aware this is possible.
9. Trip rotation will not change but will not include trips before 4 p.m. If times/routes change, this will be adjusted accordingly. If more than one driver is available to take early trips, a separate notation may be needed on the signup sheet to keep track of where rotation ends.

### LATE TRIPS AND GIVEAWAY TRIPS

1. All late trips received by the supervisor will be posted on the late board and distributed on Tuesdays and Thursdays at 8:45 a.m., when possible.
2. It is understood some late trips may come into the supervisor which, time permitting, are not able to be posted on the late board. All attempts will be made by the supervisor to assign these trips utilizing the late trip rotation cycle.
3. All giveaway trips will be posted on the late board time permitting. If it is a weekend trip, it is the driver's responsibility to check the freebie rotation on the last work day of that week and make note of the next eligible driver in case of an emergency. (Giveaway trips are defined as any trip already assigned that the driver cannot take for whatever reason.) \*\*The failure of any driver to follow the above outlined procedure shall not subject the Board to a grievance in regards to this section.\*\*
4. All giveaway trips posted on the late board are the original driver's responsibility until covered by another driver.
5. It is the responsibility of the original driver to notify the supervisor of any changes in the trip assignment.
6. The late trips and giveaway trips will be assigned on a straight rotation basis from the sign up sheet. This will be a separate rotation cycle, independent of the "regular weekly" rotation cycle. This is a continuous rotation for the school year.
7. There may be giveaway trips which are unable to be posted on the late board due to the departure day or time. (This would include emergencies). In other words, there may not be sufficient time to post these trips. There may not be a scheduled meeting beforehand. In these cases, the driver should still attempt to cover the trip by another driver on the sign up sheet that week. However, all drivers must understand the trip is ultimately their responsibility and must be covered by any means. Always ask a regular driver before referring to the Sub list.
8. If you give away a trip, you cannot accept or pick another trip for the same day during the same time period.

### **FREEBIE TRIPS**

1. A Freebie Trip shall be defined as any trip offered in the same day. If the trip is offered for the next day, it shall be considered a late trip and treated as such.
2. Freebie Trips will be assigned on a straight rotation basis from the sign up sheet. There shall be a separate rotation list for the freebie trips, independent of the regular weekly rotation cycle and the late trip rotation cycle. This is a continuous rotation for the school year.

**APPENDIX B**  
**Overnight Trips**

1. There will be a separate sign up sheet for overnight trips.
2. The overnight trip will go to the driver with the most seniority that has not had an overnight trip that school year, unless we have gone through the list of drivers and it comes back around to them.
3. If it so happens that the driver that has been awarded the overnight trip has an emergency and cannot take the trip, the same sign up sheet will be used to determine the next driver with the most seniority. If the replacement driver has already taken another regular trip for the same day as the overnight trip, they may turn that trip in to take the overnight trip.
4. If an overnight trip comes in after regular trips have been picked, all drivers are eligible to sign up and turn their trip in.
5. The above mentioned sections (#3 and #4) are the only exceptions to being able to turn in a trip to take another on the same day.
6. Overnight trips will start over every school year at the top of the seniority list.

Appendix C  
**CANFIELD LOCAL SCHOOLS**  
**CLASSIFIED STAFF**  
**PERSONAL LEAVE FORM**  
 Revised 8/08  
 (Complete in Duplicate)

Name \_\_\_\_\_  
 Date(s) Requested \_\_\_\_\_  
 No. of Days \_\_\_\_\_

Date of Request: _____	
Time of Request: _____	
Initialed:	
Requestor: _____	Secretary _____

**PERSONAL LEAVE**

1. Each employee shall be allowed up to three (3) days of unrestricted personal leave for personal business. Requests for personal leave shall be made on forms provided by the school or transportation offices.
2. Notification for use of personal leave should be made in advance (whenever possible arrangements shall be made 24 hours in advance) to the building principal, transportation supervisor, superintendent or his/her designee.
3. Requests for personal leave are not applicable during the first week of a school year, or the last week of a school year. Said days are not to be granted prior to, or following a vacation period within the school year.
4. Administrative discretion may be used under certain extenuating circumstances.
5. Unused personal leave shall be added to sick leave accumulation at the end of each year in June.
6. Personal leave shall not be granted on make-up calamity days.
7. No more than ten percent (10%) of the OAPSE bargaining unit may be granted the use of personal leave on any one day.

Approved \_\_\_\_\_

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Disapproved \_\_\_\_\_

\_\_\_\_\_  
 Building Principal/Transportation Supervisor

\_\_\_\_\_  
 Superintendent

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

Appendix D  
CANFIELD LOCAL SCHOOLS  
SICK LEAVE FORM  
Revised 8/08

Name \_\_\_\_\_ Date Submitted \_\_\_\_\_

Date(s) Absent \_\_\_\_\_ No. of Days Absent \_\_\_\_\_

The use of sick leave is justified for the following reason:

- \_\_\_\_\_ 1. Personal Illness, Nature of Illness: \_\_\_\_\_
- \_\_\_\_\_ 2. Pregnancy \_\_\_\_\_
- \_\_\_\_\_ 3. Personal Injury, Nature of Injury: \_\_\_\_\_
- \_\_\_\_\_ 4. Illness or injury in immediate family: (name) \_\_\_\_\_

\_\_\_\_\_  
Relationship

(The following relatives are included under immediate family: father, mother, sister, brother, son, daughter, husband, wife, step-parent, step-sibling, step-children, grandparent, step-grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, a blood or marital relative living in the same household, or legal guardian.)

\_\_\_\_\_ 5. Death in immediate family: \_\_\_\_\_  
Name

\_\_\_\_\_  
Relationship

\_\_\_\_\_ 6. Other \_\_\_\_\_

**I understand that by signing and filing of this form, I am affirming that the facts and statements contained herein are true and correct as provided in Ohio Revised Code Section 3319.141 and, further, I acknowledge that any falsification of such facts and/or statements is grounds for disciplinary action up to and including termination.**

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

If medical attention was required, list the name and address of the attending physician.

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

Date(s) of Consultation: \_\_\_\_\_

APPENDIX E  
CANFIELD LOCAL SCHOOLS  
BEREAVEMENT FORM

Name \_\_\_\_\_ Date Submitted \_\_\_\_\_

Date(s) Absent \_\_\_\_\_ No. of Days Absent \_\_\_\_\_

Death in immediate family:

\_\_\_\_\_ Name

\_\_\_\_\_ Relationship

(The following relatives are included under immediate family: father, mother, sister, brother, son, daughter, husband, wife, step-parent, step-sibling, step-children, grandparent, step-grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, a blood or marital relative living in the same household, or legal guardian.)

**I understand that by signing and filing of this form, I am affirming that the facts and statements contained herein are true and correct as provided in Ohio Revised Code Section 3319.141 and, further, I acknowledge that any falsification of such facts and/or statements is grounds for disciplinary action up to and including termination.**

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



Benefit Period	Calendar year
PPO Network Deductible per Benefit Period	\$250 single / \$500 family
Non-PPO Network Deductible per Benefit Period	\$500 single / \$1,000 family
Dependent Age Limit	The end of the month of the 26th birthday if he or she meets the requirements of an Eligible Dependent
Coinsurance Limit	\$400 single / \$800 family
Non-PPO Network Coinsurance Limit	\$1,000 single / \$2,000 family

Any amounts applied to your PPO Network Deductible or PPO Network Coinsurance Limit will also be applied to your Non-PPO Network Deductible or Non-PPO Network Coinsurance Limit. Any amounts applied to your Non-PPO Network Deductible or Non-PPO Network Coinsurance Limit will also be applied to your PPO Network Deductible or PPO Network Coinsurance Limit.

Any Excess Charges you pay for claims will not accumulate towards the PPO Network Coinsurance Limits or towards the Non-PPO Network Coinsurance Limits.

**Covered Services that require a Copayment are not subject to the Benefit Period Deductible Provisions, except as specified.**

**You may be charged more than one Copayment per visit if multiple types of examinations are performed.**

It is important that you understand how the Claims Administrator, Medical Mutual calculates your responsibilities under this Benefit Book. Please consult the "HOW CLAIMS ARE PAID" section for necessary information.

To receive maximum benefits you must use PPO Network Providers. PPO Network Providers may change. Medical Mutual will tell you 60 days before a PPO Network Hospital becomes Non-PPO Network.

**Remember, in an emergency, always go to the nearest appropriate medical facility; your benefits will not be reduced if you go to a Non-PPO Network Hospital in an emergency.**

#### **Preexisting Condition Exclusion Period**

This provision will not apply to Card Holders and Eligible Dependents who were covered on the date the Group originally entered into its Agreement with Medical Mutual and who were not subject to a Preexisting Condition exclusion at that time.

Preexisting Condition exclusions will be determined by the Plan provisions in effect on your Enrollment Date.

A Preexisting Condition is a Condition for which you incurred medical expenses, received medical treatment, used Prescription Drugs or were advised by a Physician or Other Professional Provider to receive treatment prior to your Enrollment Date. Your Enrollment Date is your Effective Date or, if earlier, the first day of your waiting period for enrollment. Pregnancy or any Condition related to pregnancy is not considered a Preexisting Condition. Genetic information is not considered a Preexisting Condition in the absence of a diagnosis of the Condition related to such information.

If a Preexisting Condition existed at any time during the six (6) month period immediately preceding your Enrollment Date, the Plan will provide benefits for the Preexisting Condition for Covered Services Incurred after nine (9) months following your Enrollment Date.

If you had other health care coverage prior to your Enrollment Date, and you did not experience a Significant Break in Coverage, your prior coverage will be credited toward the nine (9) month exclusion period and will reduce the Preexisting Condition Exclusion Period. A Significant Break in Coverage is a period of 63 consecutive days during which you did not have any other health care coverage, except that waiting periods are carved out. The standard method, which does not consider specific benefits, is used to determine creditable coverage.

<b>BENEFIT PERIOD MAXIMUMS PER COVERED PERSON</b>	
Chiropractic Visits	36 visits
Home Health Care Services	90 visits
Outpatient Occupational Therapy Services	30 visits; then subject to medical review
Outpatient Physical Therapy Services	30 visits; then subject to medical review
Outpatient Speech Therapy Services	20 visits; then subject to medical review
Private Duty Nursing Services	\$5,000
Routine Hearing Examinations (over age 21)	One exam
Routine Mammogram Services	One mammogram
Routine PAP Tests	One test
Routine Vision Examinations (over age 21)	One exam
Skilled Nursing Facility Services	120 days

<b>OVERALL BENEFIT PERIOD MAXIMUM PAYABLE PER COVERED PERSON</b>	
For all Covered Services, including any Prescription Drug benefits	\$2,500,000

<b>MAXIMUM BENEFIT PAYABLE PER LIFETIME PER COVERED PERSON</b>	
For Temporomandibular Joint (TMJ) Services	\$500
For Weight Loss Surgery, including complications resulting from Weight Loss Surgery	\$30,000

<b>COINSURANCE PAYMENTS</b>	<b>Institutional and Professional Charges</b>	<b>Institutional and Professional Charges</b>
<b>TYPE OF SERVICE</b>	<b>For Covered Services received from a PPO Network Provider you pay the following</b>	<b>For Covered Services received from a Non-PPO Network or Non-Contracting Provider you pay the following</b>
Emergency - Emergency Room - the institutional charge for use of the Emergency Room	\$50 Copayment, waived if admitted, then 10% of Lesser Amount, subject to the Deductible	\$50 Copayment, waived if admitted, then 10% of Lesser Amount or Covered Charges, subject to the Deductible
Emergency Services - all other related Institutional and Emergency Room Physician's charges	10% of Lesser Amount	10% of Lesser Amount or Covered Charges
Non-Emergency - Emergency Room - the institutional charge for use of the Emergency Room	\$50 Copayment, waived if admitted, then 10% of Lesser Amount, subject to the Deductible	\$50 Copayment, waived if admitted, then 10% of Lesser Amount or Covered Charges, subject to the Deductible
Non-Emergency Services - all other related Institutional and Emergency Room Physician's charges	10% of Lesser Amount	10% of Lesser Amount or Covered Charges
Semi-Private Room and Board	10% of Lesser Amount	30% of Lesser Amount or Covered Charges
Mental Health Care, Drug Abuse and Alcoholism Services	Any applicable Deductible, Coinsurance or Copayment corresponds to the type of service received and is payable on the same basis as any other lines (e.g., emergency room visits for a Mental Illness will be paid according to the Emergency Services section above).	
Medically Necessary Office Visits	\$10 Copayment, then 0% of Lesser Amount	30% of Lesser Amount or Covered Charges
Child Health Supervision Services	0% of Lesser Amount, not subject to the Deductible	30% of Lesser Amount or Covered Charges
Routine Endoscopic Procedures: Colonoscopy, Sigmoidoscopy, Anoscopy and Proctosigmoidoscopy only (1)	0% of Lesser Amount, not subject to the Deductible	30% of Lesser Amount or Covered Charges
Routine Hearing Examinations	0% of Lesser Amount, not subject to the Deductible	30% of Lesser Amount or Covered Charges
Routine Immunizations	0% of Lesser Amount, not subject to the Deductible	30% of Lesser Amount or Covered Charges
Routine Mammograms	0% of Lesser Amount, not subject to the Deductible	30% of Lesser Amount or Covered Charges
Routine PAP Tests	0% of Lesser Amount, not subject to the Deductible	30% of Lesser Amount or Covered Charges
Routine Outpatient Laboratory, X-ray and Medical Testing Services	0% of Lesser Amount, not subject to the Deductible	30% of Lesser Amount or Covered Charges
Routine Physical Examinations	0% of Lesser Amount, not subject to the Deductible	30% of Lesser Amount or Covered Charges
Routine Prostate Specific Antigen (PSA) Tests	0% of Lesser Amount, not subject to the Deductible	30% of Lesser Amount or Covered Charges
Routine Vision Examinations	0% of Lesser Amount, not subject to the Deductible	30% of Lesser Amount or Covered Charges
Other Preventive Services in accordance with state and federal law	0% of Lesser Amount, not subject to the Deductible	30% of Lesser Amount or Covered Charges
Inpatient and Outpatient Surgery	10% of Lesser Amount	30% of Lesser Amount or Covered Charges
Medically Necessary Endoscopic Procedures (i.e., Colonoscopy, Sigmoidoscopy, etc.)	10% of Lesser Amount	30% of Lesser Amount or Covered Charges
Ambulance Services	10% of Lesser Amount	10% of Lesser Amount or Covered Charges
Newborn Care	0% of Lesser Amount, not subject to the Deductible	30% of Lesser Amount or Covered Charges
All Other Covered Services	10% of Lesser Amount	30% of Lesser Amount or Covered Charges

APPENDIX G  
Canfield Local Schools

**GRIEVANCE PROCEDURE FORM**

Name of Employee \_\_\_\_\_ Date of Filing \_\_\_\_\_

Home Address \_\_\_\_\_

Telephone \_\_\_\_\_ or \_\_\_\_\_

School \_\_\_\_\_ Position \_\_\_\_\_

Supervisor \_\_\_\_\_

Name of Association Representative \_\_\_\_\_

STATEMENT OF GRIEVANCE: (Include Date, Time and Place)

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

Action Requested: \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Grievant

Date Received \_\_\_\_\_

Signature \_\_\_\_\_