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# MASTER AGREEMENT

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between

EAST PALESTINE BOARD OF EDUCATION

and

OAPSE CHAPTER #435

August 1, 2013 through July 31, 2016

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## ARTICLE 1 – RECOGNITION OF CHAPTER

- A. The East Palestine City Board of Education, hereinafter referred to as the Board, recognizes the Ohio Association of Public School Employees, Chapter 435 hereinafter referred to as the Association, as the sole and exclusive representative for all employees in the School District eligible for membership in the Association, in the following Classifications:

Aides            Secretarial  
Custodial        Transportation

- B. The employer recognizes that Union representation will include newly created personnel positions, the duties of which are substantially the same as the duties of current bargaining unit positions. Disputes as to the inclusion or exclusion of said personnel can be submitted to the grievance procedure at Step III.

## ARTICLE 2 – RECOGNITION

- A. Recognition of Board

The Association recognizes the Board as the locally elected body charged with the establishment of policies for public education in the East Palestine City School District and as the employer of all classified personnel in the school district.

- B. Recognition of Superintendent

The Association and Board recognize the Superintendent as the executive officer and professional advisor of the Board.

## ARTICLE 3 – MEMBERSHIP IN EMPLOYEE ORGANIZATIONS

- A. Both parties recognize that classified personnel have the right freely to organize, to join, and support any organization for their professional and/or economic improvement, and that membership of any organization shall not be required as a condition of employment. Such organizations may set criteria for membership but may not exclude individuals as members on the basis of sex, marital status, race, creed, or national origin.

## ARTICLE 4 – NEGOTIATIONS PROCEDURES

- A. Negotiations between the parties for a successor agreement shall begin at least sixty (60) days prior to the expiration of the contract terms.
- B. At the initial session, the parties shall execute their detailed written proposals. No new items shall be submitted thereafter except upon mutual agreement of the teams.

- C. Before each negotiation session officially adjourns, the agenda, time and place for the next session shall be mutually agreed upon by the chief negotiators. All negotiating meetings shall be held in private session, unless otherwise agreed upon by both parties and shall not exceed two (2) hours in length, unless extended by mutual agreement.
- D. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. Negotiating teams shall consist of no more than five (5) persons.
- E. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations.

F. Scope of Negotiations

All matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of a collective bargaining agreement. Any matter not covered by this Agreement will remain under the auspices of the Ohio Revised Code.

G. Good Faith

The parties pledge to negotiate in “good faith” which requires their willingness to react to one another’s proposals.

H. Exchange of Information

The negotiations representatives of the Board agree to furnish the negotiation committee of the Association, upon request and in reasonable time, both prior to and during negotiations, all available public information concerning financial resources of the District. The Association agrees to furnish all available information on its proposals to the Board’s negotiating team.

- I. Prior to impasse, neither party shall make any news releases. Neither party is restricted from issuing progress reports to its membership.

J. Caucus

Upon request of either party, a negotiation meeting shall be recessed to permit the requesting party a period of time, not to exceed thirty (30) minutes, to caucus, unless extended time is mutually agreed upon.

K. Agreement

When an item is agreed to by both sides, the spokesperson for each side shall initial and date the said item.

When an agreement is reached through negotiations, the outcome shall be reduced to writing and the document given to the Association for formal approval, then to the Board for formal approval.

L. Copies

There shall be three (3) signed copies of any final Agreement; one copy shall be retained by the Board, one by the Association, and one to be filed with the State Employment Relations Board.

M. Impasse

In the event that tentative agreement has not been reached on all items twenty-one (21) days prior to the expiration of the current contract, either party then may declare an impasse of negotiations. Upon declaration of such impasse, that party, or both parties in unison, shall request the services of the Federal Mediation and Conciliation Service. The assigned mediator shall seek to promote and/or develop an agreement between the parties for such purpose. Any and all costs and/or expenses charged by the Federal Mediation and Conciliation Service for its services, if any, shall be paid by both parties.

The foregoing mediation procedure is exclusive. It shall constitute the parties' "mutually agreed upon dispute resolution procedure" under Ohio Revised Code Chapter 4117.

In the event that agreement is not reached within ten (10) days of the expiration of the existing Agreement, or extensions, the Association shall have the right to proceed in accordance with Section 4117.14 (D)(2) of the Ohio Revised Code.

## ARTICLE 5 – RIGHTS

A. Management Rights

The Board of Education retains all rights set forth in Ohio Revised Code Section 4117.08 (C), including but not limited to the authority to operate the school district, make policies, and direct its administrators to manage the schools in a manner not inconsistent with this contract.

B. Association Rights

The Association shall have the exclusive organizational rights listed in this Article.

1. Information concerning Board Meetings

- a. the Board agenda.
- b. the minutes after approval of the prior regular meeting and of any special meeting within the prior thirty (30) days. Two copies will be posted in each school building.

c. Notice of Board Meetings

The Board shall give the Association reasonable advance notice of all regular and special board meetings.

d. Board Meeting Participants

The Board shall allow an Association representative a reasonable period of time, not to exceed ten (10) minutes, to speak during the time reserved for public discussion at regular Board meetings. The Association shall not be permitted to speak on the issue of collective bargaining or collective bargaining matters.

2. Directory Information

By October 1 of each school year, the Board shall provide the Association with a list of the names, addresses, telephone numbers and building assignments for all bargaining unit employees.

3. Use of Bulletin Boards

In keeping with current practice, the Association may use bulletin boards (in school offices) for Association-related communications and notices.

4. Use of School Buildings

- a. The Association shall have the right to use the school buildings for Association meetings after the workday.
- b. The Association will give the building principal reasonable advance notice of its desire to use a particular building for a meeting. The Association will schedule its meetings to avoid conflict with school activities or previously scheduled meetings or events.

## ARTICLE 6 – JOB SECURITY

### A. Tenure in Service

The employment of every employee, after s/he has successfully completed the ninety (90) day probationary period for his/her job, shall be continuous until s/he:

1. resigns.
2. retires.
3. is laid off in accordance with the negotiated layoff policy.
4. is suspended for cause.
5. is discharged for cause.

### B. Evaluations

Each employee shall be evaluated regarding his/her work performance by an individual assigned by the Superintendent. The employee shall have a conference regarding this evaluation and have the opportunity to read and respond to such evaluation.

Such response may be in writing and attached to the evaluation. The employee shall acknowledge that s/he has read the evaluation by his/her signature and shall receive a copy of such. The employee's signature on the evaluation shall not indicate agreement or disagreement with the evaluation, only that the employee has reviewed it.

### C. Personnel Files

1. Each employee shall have the right, upon request, to review the contents of his/her personnel file. Letters of reference are to be considered confidential and shall not be viewed by the employee.
2. Anonymous letters or material shall not be placed in an employee's file, nor shall they be made a matter of record.
3. Any employee shall have the right to representation at any and all disciplinary hearings or actions and/or reviewing of his/her personnel file.

## ARTICLE 7 – GRIEVANCE PROCEDURE

### A. Definitions

1. “Days” shall mean working days unless specified differently.
2. “Grievance” shall mean a complaint involving the alleged violation, misrepresentation or misapplication of the written provisions of the negotiated agreement between the Association and the Board of Education.
3. “Grievant” shall mean an employee or the Association initiating a claim as defined above.
4. “Immediate Supervisor” shall mean that administrator having immediate supervisory responsibility over the grievant.

### B. Rights of the Grievant and the Association

1. On the occasion of the informal administrative conference, a grievant may appear on his/her own behalf and/or may be accompanied by any member of the bargaining unit. In Step I through Step IV, the grievant may appear in person and/or with any Association representative of his/her choice.
2. The purpose of these procedures is to secure, at the lowest level administrator having authority to resolve the grievance, equitable solutions to grievance. All parties agree that the grievances will be kept as confidential as is appropriate and processed as expeditiously as possible.
3. No reprisal of any kind shall be taken against any bargaining unit member initiating or participating in the grievance procedure.
4. Where the grievant prefers to retain exclusive personal control of his/her grievance, the Association will be notified and have the right to be present at the adjustment of that grievance.
5. During the term of this Agreement, no organization other than (the Association) shall be permitted to represent any employee in the grievance process.

### C. Time Limits

1. In order that grievances may be processed as rapidly as possible, the number of days indicated at each level are maximum. Every effort will be made to expedite the procedure; however, the time limits may be extended in writing by mutual agreement of both parties. Absence of essential parties will automatically provide a seven (7) day extension.

2. All grievances shall be commenced within fifteen (15) days of when the grievant should reasonably have known the event had occurred. If the grievance is not filed at any level within fifteen (15) days, the grievance shall be deemed waived.
3. If a decision on a grievance is not appealed within the time limit specified at any step of the procedure, the grievance shall be deemed settled on the basis of the disposition at that step and further appeal shall be waived. Failure by the responsible administrator at any step of these procedures to communicate his/her decision within the specified limits automatically shall permit the grievant to proceed to the next step.
4. All notices of hearings, dispositions of grievances, written grievances, and appeals shall be in writing and hand-delivered or mailed by certified mail, return receipt requested. The bargaining agent shall receive copies of all notices.
5. Hearings shall normally be conducted outside of school hours. When, by mutual agreement, hearings are conducted during regular school hours, release time shall be provided for the grievant and his/her representative.

D. Informal Procedure

1. A grievance shall first be presented to the principal or immediate supervisor in an attempt to resolve the problem. The grievant must make the supervisor aware that s/he is claiming a violation of the contract and considers the discussion to be this informal step.
2. In the event that the principal or immediate supervisor and grievant mutually agree that the principal and/or immediate supervisor does not have the authority to resolve the grievance, the grievant shall proceed to Step II.
3. If the grievance is not resolved by the Informal Procedure, the grievant shall proceed to the next level (Formal Procedure) within seven (7) days.

E. Formal Procedure

1. Step I:

If the grievance is not resolved by the informal procedure, it may be pursued further by submitting a completed grievance report form (Appendix A) which must cite specific sections of the contract being grieved. A copy of this form shall be submitted to the immediate supervisor. Within seven (7) days of receipt of the grievance report form, the immediate supervisor shall meet with the grievant and/or his/her representative. The immediate supervisor shall write a disposition of the grievance within five (5) days after such meeting and return a copy to the grievant, Association, and the Superintendent.

2. Step II:

If the grievant is not satisfied with the disposition of the grievance in Step I, the grievant shall complete grievance report form, Step II (Appendix B), and submit same to the Superintendent within twelve (12) days of the receipt of its disposition in Step I.

Within seven (7) days of receipt of the grievance form, the Superintendent shall meet with the grievant and/or his/her representative. Within seven (7) days of the meeting, the Superintendent shall write his/her disposition of the grievance and forward a copy to the grievant, the Association, and the immediate supervisor.

3. Step III:

If the grievant is not satisfied with the disposition of the grievance in Step II, the grievant (through the Association) may, within twelve (12) days from the receipt of the Step II answer, request a hearing before an arbitrator by submitting the grievance report form, Step III.

Following receipt by the Superintendent of the grievant's request for arbitration, the grievant or his/her designated representative shall petition the American Arbitration Association to provide both parties with a list of seven (7) names from which an arbitrator will be selected by the use of alternate strike.

Once the arbitrator has been selected, s/he shall conduct a hearing on the grievance in accordance with the rules and regulations of the American Arbitration Association. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing.

The decision of the Arbitrator shall be final and binding on the Board, the Association, and the grievant. The Arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this collective bargaining contract. All expenses for the arbitrator shall be shared equally by the Board and the Association.

4. A grievance may be withdrawn at any level without prejudice or record.

### **ARTICLE 8 – COMPENSATION**

- A. There will be a two percent (2%) increase for the 2013-2014 school year, a two percent (2%) increase for the 2014-2015 school year, and a zero percent (0%) raise for the 2015-2016 school year.

- B. On August 1, 2013, employees will be placed on the salary schedule at the step which corresponds to their years of service, which will credit seniority earned between August 1, 2011 and July 31, 2013.

C. Severance Pay

All personnel who present evidence of service or disability retirement from the State Employees Retirement System shall, at the time of retirement from the East Palestine City School District, be granted severance pay for their accrued but unused sick leave days according to the following provisions:

1. To be eligible for severance pay, the Board of Education must accept the employee's resignation for the purpose of retirement.
2. Severance pay shall be for the employee's accrued but unused sick leave at the time of retirement based on one fourth (1/4) on his/her accrued but unused sick leave days. The maximum payment shall be one fourth (1/4) of one hundred fifty (150) days plus 10% of all sick leave days, earned and unused, above and beyond the first one hundred fifty (150) days up to the maximum accumulation.
3. Payment shall be based upon the retiree's per diem base rate of pay at the time of retirement.
4. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time.
5. Such payment is made only once to any employee.
6. Payment shall be made only upon retirement and not in the event of death of an employee.
7. Severance pay will be paid in full following proof to the school district of retirement of the employee. Such proof shall be made by presenting to the treasurer's office a copy of the first check received from the appropriate retirement system.

D. Payroll Deductions

1. Upon request of the bargaining unit member, the Board shall provide for current payroll deduction, including bonds and a credit union. Employee deductions for 403(b) plans or other like investment/savings plans may be limited to those provided through the Board's contracted vendor/provider, or "The Ohio Public Employee Deferred Compensation Program" effective January 1, 2009 as specified by current federal law.
2. The Treasurer of the Board shall deduct from the employees pay all dues, deductions and fair share fees. The Association shall forward to the Treasurer by

September 1 each year the amount to be deducted for that year if changed from the previous year. Deductions shall be made in twenty-six (26) equal installments.

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

4. Fair Share Fees

The Board agrees to automatic payroll deduction for employees who work twenty (20) or more hours per week, as a condition of employment, of an amount not to exceed the total dues of the Association, from the pay of all bargaining unit members who elect not to remain members. The amount of the fee shall be determined by the Association.

The Association shall notify the Board by September 15 as to when the payroll deduction of such fair share fees shall be transmitted by the Association to the treasurer of the Board for the purpose of determining amounts to be payroll deducted to the Association. The Board further agrees to accompany each such transmittal with a list of the names of bargaining unit members for whom all such deductions were made, the period covered and the amounts deducted for each.

Upon timely demand, non-members may appeal to the Association the payment of fair share fee pursuant to the internal procedure adopted by the Association, or such non-members may submit such appeals as provided by law. Non-Association members' deductions shall continue through the remaining number of payroll periods over which the Association membership dues are deducted.

## ARTICLE 9 – BENEFITS

- A. Hospitalization and Major Medical

Employees hired prior to August 27, 1996 will be eligible for health insurance benefits provided by the district minus the contractually established employee premium contribution. Employees working less than full time will be eligible to have the district pay that percent of the total premium which is equal to the percent of full time employment hours the particular position hires. The related employee premium contribution will also be established as the same percentage of the contractually established full time employee contribution.

Eligibility for any health related insurances for an employee who may hold more than one bargaining unit position shall be determined by the single job position carrying the greatest number of hours per day worked, averaged on the five-day work week. Hours of

separate job positions may not be combined for insurance eligibility purposes or to attain full time status for any purpose.

1. The Board shall provide preferred provider organization hospital-surgical insurance coverage (UCR as determined by T.P.A.) for each non-certificated employee now or hereinafter employed and his/her family, which meets or exceeds the specification below. The Board shall use P.P.O's, H.M.O's and other means to keep costs down on premiums. See attachment X for benefits and PPO information.

Employees participating in the insurance plan shall pay the following premium contributions through payroll deduction monthly:

Single Coverage: 6% of the total monthly premium cost for the coverage

Family Coverage: 6% of the total monthly premium cost for the coverage

Employee contribution rates will remain the same dollar amount through July 31, 2013. Should the contribution rate for any other bargaining unit within the District be established at a lesser amount, contribution rates will be reduced to that lower amount.

2. For those who choose this insurance coverage, the Board shall provide full twelve (12) month coverage commencing with the first day of school (or August 1, whichever is first) and ending twelve months later (or July 31, whichever is last), unless the employment contract is terminated prior to the end of the twelve (12) month period. This insurance shall continue in effect during absence of illness as specified by the Ohio Revised Code for which the employee may use sick leave.
3. The plan shall contain the following provision:

The employee shall have the option of selecting either the single or family coverage if s/he participates.
4. The insurance shall cover expenses at all legally certified, profit and non-profit hospitals.
5. All bargaining unit members will receive copies of complete plan descriptions of each of the insurance coverages provided. Copies of the master contracts with the insurance company are available for inspection. These documents provide all information regarding the plan benefits.
6. Prescription Drug Plan:

A Prescription Drug Card Benefit Plan will be offered as part of the PPO to employees effective July 1, 2003.

B. Life Insurance

The East Palestine City Board of Education will provide a fifty thousand dollar (\$50,000.00) term life insurance policy for all eligible employees as described in the life certificate.

C. Vision Insurance

The Board shall provide a vision care plan for each eligible bargaining unit member and his/her eligible dependents, according to the specifications currently in place.

Schedule of Vision Benefits:

	<u>Maximum Benefits</u>	<u>Frequency Limits</u>
Eye Examination	\$ 40.00	One in 12 months
Lenses, per pair		One in 12 months
single vision	\$ 30.00	
bi-focal	\$ 65.00	
tri-focal	\$ 75.00	
lenticular	\$100.00	
Frames	\$ 70.00	One in 24 months

Contact lenses, per pair if prescribed for you or your dependent when such a person is being treated for a condition such as Keratonconus or Anisometropia, and contact lenses are customarily prescribed as part of the treatment .....\$200.00

If otherwise prescribed for you or your dependent.....\$50.00

IMPORTANT: The maximum amount for a single lens is 50% of the amount for a pair of lenses.

D. Dental Insurance

The Board shall provide a dental plan for each eligible bargaining unit member and his/her eligible dependents, according to the specifications currently in place.

1. Specifications:

Maximum benefits per person:

Class I, II, III.....\$1,000.00

Class IV .....\$600.00 per person

Deductible-Individual .....\$25.00 per calendar year

Deductible-Family .....\$50.00

2. Benefits Paid:

Class I, Preventative and Diagnostic .....No Deductible: 100%  
of reasonable and customary charges

Diagnostic and Preventive:

Oral Exams and Cleaning – every six (6) months  
Fluoride Treatment – every twelve (12) months  
Emergency pain treatment  
Space maintainers  
Diagnostic X-rays  
Tests and lab exams

Class II, Basic Restorative .....85% of the reasonable  
and customary charges

Basic Restorative:

Fillings-Amalgam, Silicate Acrylic  
Root canal therapy, endodontia  
Treatment of gum disease  
Repair of bridgework and dentures  
Extractions

Class III-Major Restorative .....60% of the reasonable  
and customary charges

Major Restorative:

Inlays, onlays, gold fillings, crowns  
Initial installation of fixed bridgework  
Installation of partial or full dentures  
Replacement of existing bridgework or dentures

Oral Surgery:

Impacted teeth extractions  
General anesthesia (medically necessary)  
Oral surgical procedures

Class IV

Orthodontia (optional benefit)  
Full banded orthodontia treatment  
Appliance for tooth guidance  
Retention appliances-not in connection with full banded

For the purpose of this Article, full time positions are as follows:

Custodial	8 hours
Transportation	4 hours
Aides	7 hours
Secretarial	8 hours

Employees hired after August 26, 1996, must be full-time to receive insurance benefits.

E. Sick Leave

1. Sick leave may be used for illness, injury, pregnancy, exposure to contagious disease, and for illness or death in the employee's immediate family. Immediate family is interpreted to only include: father, mother, brother, sister, husband, wife, children, grandparents, parents-in-law, daughter-in-law, son-in-law, brother-in-law and sister-in-law. Any elderly relative, foster child, or dependant person living in the employee's household shall be considered a member of the immediate family. Up to two (2) days of sick leave may be used per year for the death of a person outside of the immediate family, that stands in the place of a family member.

An employee who transfers from one public agency in Ohio to another public agency shall be permitted to transfer his/her accumulated sick leave.

Sick leave must be used in  $\frac{1}{4}$ ,  $\frac{1}{2}$ , or full days for eight hour employees. Employees working less than eight hours must use  $\frac{1}{2}$ , or full days of sick leave. Up to two (2) days of sick leave may be used per year for the death of a person outside of the immediate family who cohabitates with the employee, the parent of the employee or employee's spouse, or the sibling of the employee or the employee's spouse. The same use of sick leave may apply due to the death of a person for whom the employee was the legally established caregiver.

2. Unused accumulated sick leave shall be reported to the employees by the treasurer with the first check of each school year.
3. Sick leave credit shall accumulate at the rate of one and one quarter ( $1 \frac{1}{4}$ ) days per month, 15 days per year. The maximum number of sick leave days which can be accumulated by an employee shall be two hundred seventy five (275) days.

4. Each new employee, or employee having exhausted all of their sick leave, shall be advanced five (5) days of sick leave by the district. The employee shall repay the advanced days as soon as the days accumulate. Bargaining unit employees may donate up to five (5) days per year to individuals who have completely depleted their sick leave benefits. Those employees receiving the donated days may not accept more than ten (10) days per school year. Days donated by employees shall not negatively affect attendance incentive pay.

Any days remaining in the “bank” previously established by this article shall be distributed equally to sick leave bank members who have not been recipients of donated days. No employee shall exceed the maximum allowable accumulated days as a result of this redistribution.

5. Each employee shall furnish a written, signed statement on a form to be provided by the Board to justify the use of sick leave. If medical attention is required, the employee’s statement shall list the name and address of the attending physician and the dates s/he was consulted. If the employee is absent for five (5) consecutive work days, or if the Superintendent suspects abuse or falsification of sick leave, a physician’s statement regarding the absence will be required.

F. Personal Leave

Classified employees may be granted three (3) days annually without loss of pay to conduct personal business, providing written application is received three (3) days prior to the day of leave. Under no condition shall personal leave be granted to lengthen or extend a vacation and/or holiday, nor shall personal leave be granted for the first or last day of school (for students and/or staff). Under no condition will there be more than (1) employee per building per classification absent from work for personal leave on the same day.

Personal days not used by an employee by the end of the year shall be added to the employee’s sick leave accumulation up to the maximum set forth in Article 9 – E.

In an emergency situation, the employee must make every reasonable effort to contact the Superintendent or supervisor for approval and the three day written application restriction is not applicable.

Personal leave must be used in no less than one-half (1/2) day increments.

G. Medical Leave

Medical leave shall be granted, upon request, to any employee subsequent to the use of sick leave, for serious illness of the employee or the serious illness of the family of the employee. Such leave shall be without pay and shall not exceed one full year. The Board shall be required to maintain hospitalization and major medical insurance in force for an employee on medical leave.

H. Assault Leave

Up to one hundred eighty (180) days of assault leave shall be granted to an employee who is absent due to physical assault which occurs as a result of employment or as a result of school-related incident. The employee shall receive full pay and fringe benefits while on leave. Leave granted under this policy shall not be charged against sick leave or personal leave. The Board's wage obligation to an employee on Assault Leave shall be diminished by the amount of Temporary-Total Workers' Compensation allowances received by the employee on account of the assault.

I. Association Leave

Two (2) members of Chapter #435, but not representatives of the same classification, and officially designated by Chapter 435, OAPSE, as delegates will be granted release time at no deduction in salary to attend said annual conference. The East Palestine Board of Education is not responsible for any expenses related to Association Leave. The Association will pay for the salary of the substitute personnel.

J. Unpaid Leaves of Absence

Employees shall, under conditions specified herein, be granted leaves of absence for the following purposes: illness, maternity, disability and military service.

Leaves of absence shall be authorized only by the Board of Education upon the recommendation of the Superintendent and within the provisions of the Ohio Revised Code governing such leave.

Failure to report to duty following the expiration of leave of absence, unless additional absence is authorized, will be considered by the Board of Education as termination of contract by employee.

Employees on authorized leave of absence shall be considered as maintaining the characteristic of continuity of service, provided such leaves do not total more than one (1) year.

Application for Leave

Application for leave of absence shall be made at the employee's discretion. The application shall be made in writing to the Superintendent, in advance of said leave and prior to the Board meeting.

Application for Reinstatement

In all cases of leaves of absence, the employee shall give notice of his/her intent to return to the former position at least thirty (30) calendar days prior to the expiration of the leave. Upon expiration of the leave, such employee shall be assigned to his/her former position, if available, or to an equivalent position in the sub-classification as determined by the

Superintendent. If the pay range has increased, the returning employee shall receive all such increases.

K. Educational Incentive

The Board agrees to pay the tuition for any employee who has the prior approval of the Board of Education to enroll in a program of higher learning at an accredited school, college or university or work toward certification in courses directly related to his/her job, not to exceed \$130 per quarter. Said courses must have the approval of the Superintendent and must be satisfactorily completed to receive payment. All license and testing fees to acquire a commercial drivers license will be paid by employer.

The employee may enroll in approved courses at the beginning of any full semester, quarter, or term.

Payment shall be in the form of a lump sum upon receipt of transcripts or grade cards by the Treasurer.

L. Meetings

Employees required to attend a meeting, other than during their regular scheduled work, will be compensated for their actual number of hours, or two (2) hours (whichever is greater) at their regular rate of pay.

M. Incentive Pay

Each bargaining unit member who has perfect attendance for each grading period of the year shall receive one hundred dollars (\$100.00) to be paid in the next payday following the end of the grading period or the next pay after the end of the school year. If the bargaining unit member misses no more than one (1) day during an entire school year, s/he shall receive an additional one hundred dollars (\$100.00) in the first pay after the end of the school year. If a twelve month employee has perfect attendance during the summer months (vacation excluded), s/he shall receive an additional one hundred dollars (\$100.00) in the first pay in September. All incentive pay will be made by separate check.

N. Professional Leave

Maximum \$4,000.00 with \$1,000.00 per classification.

1. A written request must be made for the Superintendent's approval at least three weeks in advance of the leave.
2. An expense form will be available in the Superintendent's office, which is to be submitted including estimating the following reimbursable items:

Registration fee;  
Lodging \$55.00 maximum per day;  
Meals \$30.00 maximum per day;  
Mileage at the IRS rate, maximum \$100.00

3. The district will not reimburse for meals or mileage for county inservice training. The district will not reimburse for tax expenditures.

### **ARTICLE 10 – REDUCTION IN FORCE**

In the event it becomes necessary to reduce classified staff due to abolishment of position, lack of funds, lack of work, building closures, or the return to duty of regular employees after a leave of absence; the following procedures shall govern such lay-offs.

Prior to the Board instituting such reductions, the Superintendent shall notify the Association that a reduction in force is being contemplated.

Number of employees affected by reductions will be kept to a minimum by not employing replacements, insofar as is practical for employees who resign, retire or otherwise vacate a position.

In any reduction, the concept of seniority shall prevail. Seniority for the purpose of reductions in force shall be determined by the employee's most recent date of hire or the most recent date of transfer into a classification (whichever date is the most recent). Board approved leaves of absence shall not constitute an interruption of continuous service. In case of identical dates of employment, first employed by order of Board Resolution shall have greater seniority. When the Board has determined the need for reductions either system-wide or within a classification, new employees in an initial probationary status shall be laid off first. Additional reductions shall begin with the least senior employee in the classification, continuing in order of seniority until the reduction is complete.

Any employee, whose job is eliminated by reason of a reduction, may displace any least senior employee within the same classification. For the purpose of determining an employee's displacement rights, the following classifications exist. All displaced employees shall also have displacement rights. The employee must exercise their right to displacement within five (5) school days of being informed of their right to displacement.

#### Classification

Custodian  
Secretary  
Aide  
Bus Driver

Any employee laid off shall retain recall rights for a period of twenty-four (24) months during which time the Board shall not hire any new employee or promote any present employee to any classifications affected by a reduction until all employees laid off have been offered an

opportunity to be reinstated to the classification from which they have been laid off. During any lay-off period, promotions will be granted only when they will not interfere with the recall of any laid-off employee.

Thirty (30) working days prior to the effective day of any lay-off, the Board shall prepare and post for inspection in a conspicuous place, a list containing names, seniority dates, classifications, and pay ranges and indicate which employees are to be laid off. Each employee to be laid off shall be given advance written notice of the lay-off with a statement advising the employee of the reason for lay-off, the effective date of lay-off and their reinstatement rights.

Vacancies which occur after any reduction shall be offered by certified mail to all employees on the appropriate reinstatement list by classification at which time the employee must respond within three (3) work days. In the event the position is declined or the Superintendent receives no response, the next employee in line of recall shall be considered for the position. Any employee declining reinstatement shall be removed from the reinstatement list. It shall be the responsibility of each laid-off employee to provide the Board during the lay-off period, one's current mailing address.

Criteria to be used in evaluating employees for the vacancy:

1. attendance
2. work record
3. education background (if applicable)
4. experience
5. qualifications

The Board of Education may test a current employee who has requested to displace a less senior employee for a position to determine if they are qualified for the position. The Board may also evaluate the employee during the thirty (30) day probationary period to determine fitness for the position.

### **ARTICLE 11 – HOURS OF WORK AND OVERTIME**

Compensatory hours may be used/redeemed on days when school is not in session, unless otherwise approved by the Superintendent.

#### **A. Full-Time Employees**

Full-time employees are regularly employed on a continuing five (5) day a week basis as follows:

Custodial	8 hours
Transportation	4 hours
Aides	7 hours
Secretarial	8 hours

B. Overtime

Required service related to or sponsored by the Board other than the days established in the School Calendar, is not a part of the employee's work load and shall require compensation. This required service shall be subject to prior approval by the Superintendent or his designee.

Classified employees will have the choice to be paid or receive compensatory time at the rate of one and one-half (1 1/2) for over forty (40) hours in any given work week.

Secretaries may work up to an additional one-half hour per day without prior approval. Time will be documented on a form stating: name, date, time, and reason. Anything over one-half hour will be subject to the prior approval by the Superintendent or his designee.

When computing hours worked, legal holidays are counted at regular rate of pay provided the employee is in actual pay status the day before and the next scheduled work day after such holiday, or was properly excused from attendance on either or both of these days.

C. Overtime Rotation

Additional work hours will be offered to custodians, secretaries, and aides, first to the employee assigned to the area or duty during the normal workday; next by building classification; then by classification seniority.

D. Hazardous Weather Pay

Any employee required to work and working during the time of an emergency created by an act of God, such as a tornado, flood, snowstorm, etc., requiring the schools to be closed to students, shall be compensated at the regular rate for all hours worked during such an emergency, in addition to Calamity Day Pay. Should a school or schools be closed for the entire day after an employee has started to work, the employee will be paid for the time worked from his/her normal starting time with a minimum of one (1) hour in addition to Calamity Day Pay.

If an employee's regularly scheduled work hours are affected or reduced by a two hour delay, the employee will receive his/her regular pay.

This does not include "delays" in school opening or "early release" of students.

Hours paid but not worked during a calamity day and/or a hazardous weather day shall not be counted for overtime purposes.

- E. To the extent possible and practicable, regular full time employees regularly assigned to work on a less than eight (8) hours per day schedule, shall be afforded the opportunity to work up to eight (8) hours first by building then by seniority within their classification

before substitute employees are assigned to work. Employees may apply to the board of education to be a substitute outside of their classification.

- F. The Board of Education will pay for all bargaining unit members to receive Hepatitis shots and Meningitis shots if requested by the employee following a confirmed case of Hepatitis/Meningitis of a student attending school in the school district by the Department of Health.

## ARTICLE 12 – VACATION SCHEDULE

All classified employees who work more than eleven (11) months per year are entitled to vacation.

Only one (1) employee per classification per building, by seniority, can take vacation at anytime when school is in session.

### A. Schedule

First year = No Vacation

After (1) year through five (5) years = Two (2) weeks (Ten (10) days)

After five (5) years through fifteen (15) years = Three (3) weeks (Fifteen (15) days)

After fifteen (15) years through twenty (20) years = Four (4) weeks (twenty (20) days)

After Year twenty one (21) = Four (4) weeks and one (1) day (Twenty one (21) days)

After Year twenty two (22) = Four (4) weeks and two (2) days (Twenty two (22) days)

After Year twenty three (23) = Four (4) weeks and three (3) days (Twenty three (23) days)

After Year twenty four (24) = Four (4) weeks and four (4) days (Twenty four (24) days)

After Year twenty five (25) years = Five (5) weeks (Twenty five (25) days)

### B. Holidays

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

Labor Day  
Thanksgiving Day  
Christmas Day

New Years Day  
Martin Luther King Day  
Memorial Day

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

Labor Day	New Years Day
Thanksgiving Day	Martin Luther King Day
Day after Thanksgiving	Good Friday
Christmas Eve	Memorial Day
Christmas Day	Independence Day
New Years Eve	(Presidents' Day, depending upon school calendar)

Vacation days must be used in no less than one-half (1/2) day increments.

Employees may carry over up to ten (10) vacation days to the next year. Under no circumstance may unused vacation days be cashed in.

In the case of the death of a bargaining unit member, his/her accrued and unused vacation leave and the prorated portion of his/her earned and unused vacation leave for the current year shall be paid in accordance with Ohio Revised Code Section 3319.084.

### **ARTICLE 13 – SENIORITY PROVISIONS**

To the extent permitted by law, and consistent with the responsibility of the Board to provide appropriate services of good quality, the principle of seniority as hereinafter defined shall prevail. Nothing in these seniority provisions shall be construed to change, amend or interfere with the Civil Service Laws of the City of East Palestine, insofar as they affect original appointments.

System seniority shall be defined as the length of employment by an employee with the Board as computed from the employee's most recent date of hire. Total years of continuous East Palestine service shall be used for the basis of seniority.

There shall be a probationary period of one hundred twenty (120) calendar days to allow the Board to determine fitness and adaptability of any new employee it may hire to do the work required. During such time, a new employee shall have no seniority rights and his/her qualifications to do the work required, or his/her discharge or lay-off for any reason, shall not be subject to the grievance procedures set forth in this agreement. Employees retained beyond this one hundred twenty (120) calendar days period shall have their system seniority computed as of their date of hire; their job classification seniority computed as of their latest date of entry into the job classification.

Employees with system seniority who change departments or change job classifications shall not accumulate job classification seniority in the new classification during their first one hundred twenty (120) calendar days of employment in such job classifications, but shall continue to retain their seniority in their former job classification during this period. Upon completion of one hundred twenty (120) calendar days employment in the new job classification, such employees shall acquire seniority in the new job classification dating from their most recent date of entry

into such job classification, and shall no longer retain their job classification seniority in their former job classification.

For salary or vacation purposes, when a reduction in force is implemented or an employee is involuntarily transferred, s/he will be placed on the salary schedule of the new classification at the step closest to the hourly rate that s/he received in the former classification without reducing his/her hourly rate. When an employee voluntarily transfers, the member will be placed on the salary schedule of the new classification at step zero (0), unless the member has previous full-time experience in this classification. Previous classification experience applies only if there has been no break in employment with the district. Members working 80% or more of a full time day will get credit for full time service. Part time service will be converted to full time service on a ratio of 2:1. For example, two (2) years of part time service shall equal one (1) year of full time service. Partial years shall be rounded up. For example, five and a half (5-1/2) years will be converted to six (6) years.

#### **ARTICLE 14 – POSTING AND BID PROCEDURE**

All classified job openings shall be posted in all school buildings and the administration building within ten (10) days from the date the position is declared open. All openings shall be posted for a period not to exceed five (5) working days. Such notices will set forth the exact location (building), name of immediate supervisor, classification, number of months, regular scheduled hours of work, pay range, job description and qualifications. All openings will be filled within thirty (30) days from the date the position is declared open.

Positions becoming open during the summer shall be posted at all schools and the administration building and notice of such posting shall be mailed to each nine and ten month employee within ten (10) days from the date the position is declared open.

An employee must make a written request for any job opening to the Superintendent.

Criteria to be used in evaluating employees for the vacancy:

1. attendance
2. work record
3. education background (if applicable)
4. experience
5. qualifications

If an employee is not selected through the above process, the Board will consider applicants for the position referred to them by the Municipal Civil Service Commission.

No successful job bidding applicant, or Civil Service appointee, under the above procedure may submit an application for transfer until the lapse of one (1) year in the position.

Any new employee or any present employee who does not currently hold two positions and/or job classifications agrees that the total number of hours regularly scheduled to be worked shall not exceed eight (8) per workday and/or forty (40) per work week.

The Board of Education may test a current employee applying for a position to determine if they are qualified for the position. The Board may also evaluate the employee during the trial period to determine fitness for the position. The Board may return the employee to his/her previous position during the thirty (30) day trial period.

A current employee who transfers or bids on a position will have a thirty (30) day probationary period where the employee may return to his/her previous position.

#### **ARTICLE 15 – SEVERABILITY**

In the event there is a conflict between a provision of this contract and Ohio Revised Code 4117.10(a) or federal law, or valid rule or regulation adopted by a federal agency as determined by a court of competent jurisdiction, Ohio Revised Code 4117.10 (a) or federal or valid rule or regulation adopted by a federal agency shall prevail as to that provision. All other provisions of this contract which are not in conflict with Ohio Revised Code 4117.10(a) or federal law, or valid rule or regulation adopted by a federal agency thereto, shall continue in force and effect in accordance with their terms. The parties will meet to negotiate any necessary change in the contract relative to the affected provision within sixty (60) days by demand of either party.

If, during the term of this contract, there is a change in Ohio Revised Code 4117.10(a) or federal, or valid rule or regulation adopted by a federal agency pursuant thereto, which would invalidate any provision of this contract, as determined by a court of competent jurisdiction, the parties will meet to negotiate any necessary change in the contract relative to the affected provision within sixty (60) days by demand of either party.

If during the term of this contract, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, which requires the Board of Education to develop policies that affect the term(s), condition(s) of employment or working condition(s), then the parties will meet to negotiate the additional terms, conditions of employment, or working conditions within sixty (60) days by demand of either party.

#### **ARTICLE 16 – EFFECTS OF THE AGREEMENT**

- A. The terms of this Agreement will be effective from the date of ratification and will continue and remain in full force and effect until July 31, 2016. Negotiations for a successor Agreement will commence pursuant to the provisions of the Negotiations Agreement.
- B. This agreement represents the full understanding and commitment between the parties and replaces all previous agreements relative to items contained herein. This agreement

may be added to, deleted from, or otherwise changed only by an amendment properly signed by each party.

- C. The East Palestine City Board of Education shall change its personnel policies and practices as may be necessary in order to give full force and effect to this Agreement. Should there be a conflict between this Agreement and any such policy or practice, then the terms of this Agreement shall prevail.
- D. No later than sixty (60) days subsequent to the execution of this agreement, copies shall be printed by the East Palestine City School District, and distributed to each employee. Each employee hired hereafter also shall receive a copy. The Association shall be supplied with an additional ten (10) copies of this agreement. Any subsequent revisions or amendments also shall be printed at the East Palestine City Board of Education expense and distributed to each employee.

A custodial shift differential of twenty-five (25) cents per hour shall be given for all employees working the second shift, and forty (40) cents per hour for all employees working the third shift.

Extra Bus Trips: Beginning with the 2013-14 hourly rate of \$14.80, the extra rate shall increase at the same percentage as the regular hourly rate for bus drivers.  
FY15 \$15.10            FY16 \$15.10

Classifications:

Custodial – 8 hours x 260 days = 2080 annual hours including holidays

High School and Middle School Secretaries – 8 hours x 260 days = 2080 annual hours including holidays

Elementary Secretaries – 8 hours x 260 days = 2080 annual hours including holidays

Aides:

1 1/2 hours x 180 days = 270 annual hours plus holidays

2 hours x 180 days = 360 annual hours plus holidays

3 hours x 180 days = 540 annual hours plus holidays

4 hours x 180 days = 720 annual hours plus holidays

6 hours x 180 days = 1080 annual hours plus holidays

7 hours x 180 days = 1260 annual hours plus holidays

Bus Drivers: Assigned route x 178 days plus two (2) inservice days plus holidays

Secretaries:

- A. Secretaries will stay in an emergency until the building principal dismisses.
- B. Secretaries' starting and ending times shall be determined at the onset of each school year by the building principal.
- C. The workday for eight (8) hour secretaries shall include ½ hour paid lunch.

Aides shall receive an additional \$6.00 per period (forty-five minutes in the elementary school) when they are assigned to supervise additional students when a substitute teacher is not available.

Any job that will be temporarily vacant for more than one week may be offered to another employee in the same job classification on the basis of classifications by seniority by agreement of both the employee and the employer.

#### Smoke-Free Environment

All district-owned or controlled buildings and property will be designed as smoke and tobacco-free workplaces.

### ARTICLE 17 – TRANSPORTATION

The East Palestine Board of Education provides a safe and sound transportation system to students of the East Palestine City School District. All aspects of the transportation system will be operated within the laws of the State of Ohio, rules and regulations of the Ohio Department of Education and policies of the East Palestine City School District.

This handbook is a guide to the practices in operating the transportation system in a safe and reasonable manner.

#### A. Drivers Responsibilities

1. Each bus driver will have a yearly basic physical exam at the expense of the Board of Education by a doctor selected by the Board of Education.
2. The bus drivers will keep the buses clean at all times. Cleaning supplies will be furnished by the Board of Education.
3. All requests for service on a bus will be directed to the bus supervisor.
4. Each bus driver will have input on their bus route planning.

B. Regular Routes

1. Drivers shall be paid from the scheduled time the bus leaves the storage area to the time of its scheduled time of return plus one-half (1/2) hour each day for pre-trip inspection, post-trip inspection, clean-up, and fueling.

All buses shall be washed two (2) times per month, preferably the first and third week weather permitting. Drivers shall be paid an additional two (2) hours for each wash.

2. Drivers shall be informed of all maintenance work performed on their assigned bus and of any potential problems.
3. Driver Abstracts – the Board will pay the fee required by the State for Driver Abstracts.
4. Should there be a bus breakdown before, during and/or returning on a regular run or field trip, the driver shall be paid his/her regular rate of pay for all additional time spent beyond his/her regular workday.
5. When a bus route becomes vacant due to retirement or resignation, in the event no present driver bids on said route, the Superintendent has the right to assign the route and hours to newly hired employees.

C. Extra Curricular and Field Trips

1. The transportation supervisor will compile all known scheduled trips comprised of twelve (12) or more students. At least once a month or more frequently at the discretion of the supervisor, a meeting will be scheduled during non-working hours. Drivers shall select trips at this meeting (or meetings), with the most senior driver selecting first by choosing one trip. In order of seniority, drivers will then select one trip. The same process will follow until all trips for that meeting are chosen and assigned. A driver must be physically present at this meeting to accept any trips. No fulltime employee scheduled to work 40 hours during the week will be offered additional time until all other employees in the same job classification scheduled to work less than 40 hours have been offered the additional hours.
2. Should additional trips be scheduled after this meeting, but before the next meeting, they shall be bid and assigned either by group meeting or by individual contact to be determined by the supervisor. The selection rotation will be as above with the next less senior driver present at the scheduled meeting being offered the trip. One trip may be selected per rotation. The declining of a trip shall be interpreted the same as having accepted.
3. If a trip is cancelled, the driver for that trip loses that trip.

4. Drivers shall keep the transportation supervisor aware of how and where they can be reached if a trip becomes available. However, if a driver cannot be reached, the extra trip will be offered to the next person in rotation.
5. Extra trip time will start one-quarter (1/4) hour before schedule trip ticket time to leave to allow for pre-inspection, warm up time, fueling up time and travel time from garage to school. No extra time will be granted for trips immediately before or after another trip or route. Extra trip time will end one-quarter (1/4) hour after bus is completely unloaded and ready to leave for garage.
6. A driver who has accepted an extra trip must drive the extra trip except for the reasons listed under Article 9 (E 1) of the sick leave policy. If the driver returns more than one trip per nine (9) weeks, said driver will lose his/her incentive for that nine (9) week period.
7. Pay for extra trips will be distributed on the pay nearest the 15th of the month following the service rendered.

D. Bus Driver Safety

A driver convicted of a traffic violation which has an assessment of six (6) points, or a driver accumulating more than six (6) points, or a driver convicted of Driving While Intoxicated or Driving Under the Influence of Alcohol or Drugs which results in an increase in the district liability insurance premiums to the district or if the driver becomes uninsurable under the district plan, will have his/her employment as a school bus driver terminated.

**ARTICLE 18 – DISCIPLINARY PROCEDURES**

- A. Before implementing a suspension, discharge, demotion or reduction in hours of a non-probationary bargaining unit member, the Superintendent or his/her designee shall hold a conference with the member to afford the member an opportunity of learning the reasons for the intended disciplinary action, and to challenge the reason for the intended action or otherwise attempt to explain the alleged misconduct or other cause. The member has the right to be accompanied to the conference by one (1) Association representative. The conference will be scheduled as promptly as possible by the Superintendent or his/her designee. The Superintendent or designee may impose reasonable rules on the length of the conference and the conduct of the participants. If the Superintendent or designee determines that the member's continued presence in employment prior to the conference poses a danger to persons or property or a threat of disrupting operations, s/he may suspend the member without pay for up to three (3) work days pending the conference to determine final disciplinary action.
- B. Subject to the exceptions in paragraph C, the first instance of misconduct by a bargaining unit member shall result in a written reprimand from his supervisor or an administrator. Further misconduct shall result in suspension without pay, imposed by the

Superintendent. Misconduct thereafter may result in additional suspensions by the Superintendent or discharge by the Board.

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

1. Theft of or damage to property of the Board of Education;
2. Theft of or damage to the property of Board employees;
3. Insubordination, or the uttering of threatening or abusive language toward supervisory or management personnel, other Board personnel, students or the public;
4. Intoxication or being on duty under the influence of a controlled substance; or the sale, possession, or the use of any controlled substance while on duty;
5. Falsification of any records, including employment records;
6. Assault;
7. Sleeping while on duty.

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

**East Palestine City School District  
Non-Certified Salary Schedule**

**FY 2014**

<b>Experience</b>	<b>Instruction Monitor Aide</b>	<b>Custodian</b>	<b>Bus Drivers</b>	<b>Secretary</b>
0	10.32	13.28	15.25	13.22
1	10.61	13.59	15.47	13.53
2	10.78	13.88	15.78	13.81
3	11.15	14.13	16.02	14.10
4	11.38	14.40	16.33	14.46
5	11.63	14.63	16.60	14.65
7	12.00	14.94	16.88	14.89
10	12.24	15.25	17.12	15.21
13	12.74	15.71	17.68	15.71
20	13.06	16.01	17.95	16.00
25	13.31	16.31	18.26	16.29

**East Palestine City School District  
Non-Certified Salary Schedule**

**FY 2015**

<b>Experience</b>	<b>Instruction Monitor Aide</b>	<b>Custodian</b>	<b>Bus Drivers</b>	<b>Secretary</b>
0	10.53	13.55	15.56	13.48
1	10.82	13.86	15.78	13.80
2	11.00	14.16	16.10	14.09
3	11.37	14.41	16.34	14.38
4	11.61	14.69	16.66	14.75
5	11.86	14.92	16.93	14.94
7	12.24	15.24	17.22	15.19
10	12.48	15.56	17.46	15.51
13	12.99	16.02	18.03	16.02
20	13.32	16.33	18.31	16.32
25	13.58	16.64	18.63	16.62

**East Palestine City School District  
Non-Certified Salary Schedule**

**FY 2016**

<b>Experience</b>	<b>Instruction Monitor Aide</b>	<b>Custodian</b>	<b>Bus Drivers</b>	<b>Secretary</b>
0	10.53	13.55	15.56	13.48
1	10.82	13.86	15.78	13.80
2	11.00	14.16	16.10	14.09
3	11.37	14.41	16.34	14.38
4	11.61	14.69	16.66	14.75
5	11.86	14.92	16.93	14.94
7	12.24	15.24	17.22	15.19
10	12.48	15.56	17.46	15.51
13	13.25	16.34	18.39	16.34
20	13.59	16.66	18.68	16.65
25	13.85	16.97	19.00	16.95

**PLAN X  
SCHEDULE OF BENEFITS  
FOR NETWORK AND NON-NETWORK USAGE  
(Effective July 1, 2003)**

**BENEFITS**

* Preadmission Testing .....	Usual and Customary
* Second Surgical Opinion .....	Usual and Customary up to \$100.00
* Supplemental Accident .....	Usual and Customary \$500.00 within 90 days
** Annual Routine Physical .....	Usual and Customary
** Annual Gynecological Exam and Routine Mammogram .....	Usual and Customary
** Well-Child Care .....	Usual and Customary
* Deductible and Coinsurance do not apply	
** Deductible and Coinsurance do not apply to Network Providers only	

**PREFERRED PROVIDER ORGANIZATION MEDICAL BENEFITS**

	<u>NETWORK</u>	<u>NON-NETWORK</u>
Deductible (per calendar year)		
Per Individual .....	\$150.00 .....	\$300.00
Per Family .....	\$300.00 .....	\$600.00
<b>All Employees*</b>		
First \$2,500.00 of covered expenses* per calendar year after deductible .....	90% .....	70%
Excess over \$2,500.00 after deductible per person .....	100% .....	100%
*Individual out-of-pocket maximum including the deductible .....	\$400.00 .....	\$1,050.00
*Family out-of-pocket maximum including the deductible .....	\$800.00 .....	\$2,100.00
*(Charges over UCR and Coinsurance other than 90% do not apply.)		

Any bargaining unit member hired on or after July 1, 1996 shall pay 10% of the premiums for four (4) years. After four (4) years, the Board shall pay the full cost of the premium.

**Hospital Expense Benefit**

Room and Board .....	Subject to deductible and coinsurance
Intensive Care .....	Subject to deductible and coinsurance
Maximum Duration .....	Unlimited days; Subject to deductible and coinsurance
Miscellaneous Services (Inpatient) .....	Subject to deductible and coinsurance

Note: In Net and Out of Non-Net Deductible, co-payments and out-of-pocket limits are separate and do not accumulate toward each other.

**PLAN X  
SCHEDULE OF BENEFITS  
FOR NETWORK AND NON-NETWORK USAGE  
CONTINUED**

Inpatient Mental/Nervous .....	Semiprivate Rate
Maximum Duration .....	60 days per calendar year
	Subject to deductible and coinsurance
Inpatient Drug and Alcohol Rehabilitation .....	Semiprivate Rate
Maximum Duration .....	33 days per confinement
	2 confinements per lifetime
	Subject to deductible and coinsurance
Surgical Expense Benefit .....	Subject to deductible and coinsurance
Anesthesia Benefit .....	Subject to deductible and coinsurance
In-Hospital Medical Care Benefit	
Maximum Period .....	Unlimited days; subject to deductible and coinsurance
In-Hospital Drug and Alcohol Rehabilitation	
Medical Care Benefit .....	Subject to deductible and coinsurance
Maximum Duration .....	33 visits per confinement
	2 confinements per lifetime
Diagnostic X-ray and Laboratory .....	Subject to deductible and coinsurance
Radioactive & X-Ray Therapy Benefit .....	Subject to deductible and coinsurance
Skilled Nursing Facility .....	Subject to deductible and coinsurance
Home Health Care .....	90 visits per calendar year
	subject to deductible and coinsurance
Hospice Care .....	180 days per lifetime
	subject to deductible and coinsurance

**PLAN X  
SCHEDULE OF BENEFITS  
FOR NETWORK AND NON-NETWORK USAGE  
CONTINUED**

Manipulative Therapy ..... 12 visits therapeutic  
3-2-1 rule accidents  
subject to deductible and coinsurance

Outpatient Mental/Nervous/Substance Abuse ..... Subject to deductible at  
50% of usual and customary  
up to 50 visits per calendar year

Oral Contraceptives ..... Subject to deductible and coinsurance  
covered as any other prescription

Inpatient Preadmission ..... Certification Required for all inpatient  
hospital admissions

Eligible Dependents Covered to Age ..... 24

**Plan Maximum Amounts**

Maximum Temporomandibular Joint (TMJ) ..... \$1,000.00 per person  
per lifetime

Maximum Lifetime Benefit ..... \$2,000,000

Maximum per Occurrence ..... \$250,000.00

All covered charges are subject to usual, customary and reasonable fees.

Effective Date of Coverage ..... Date of Hire

PER OCCURRENCE PROVISION

MAXIMUM BENEFIT PER OCCURRENCE PER PLAN YEAR  
(As defined as Fiscal Year July 1 through June 30)

Payment for benefits will not exceed the amount as indicated in the schedule of benefits for all medical care of a condition or any related conditions whether on an outpatient basis or inpatient confinement in an acute care hospital, skilled nursing facility or hospice facility or any other health care facility. This maximum will include all related professional charges or related course of treatment as an outpatient or inpatient such as, but not limited to, care by a doctor, in the office or while in the hospital, rehabilitation, all therapy, durable medical equipment, prosthetic devices, outpatient hospital, outpatient diagnostic and prescription drugs.

This maximum will be counted toward the lifetime maximum as indicated in the schedule of benefits.

PRESCRIPTION DRUG BENEFIT PLAN

EAST PALESTINE SCHOOLS

EFFECTIVE SEPTEMBER 1, 2005

Drug coverage:

Drug Administration: Excluded	Blood: Excluded	Experimental: Excluded	Anti-Wrinkle: Excluded
Immunizing Agents: Excluded	Blood Plasma: Excluded	In-Patient drugs: Excluded	Dietary Sups.: Excluded
Biological Sera: Excluded	Non-Legend Drugs: Excluded	DME: Excluded	Biotech:  Limited <u>Prior</u> <u>Authorization</u>
Allergy Sera: Excluded	Govt. Program Drugs: Excluded	Syringes-Insulin: Covered	Fertility: Excluded
Erectile Dysfunction:  Limited 6 per 30 days	Weight Loss: Excluded	Syringes-Other: Excluded	Cancer Drugs: Covered
Oral Contraceptives: Covered	Smoking Cessation: Excluded	Diabetic Supplies: Excluded	
Injectable or Implantable Contraceptives Covered	Pre-Natal Vitamins: <input type="checkbox"/> Covered	Hair Growth: Excluded	
Physical Contraceptives: Excluded	Growth Hormones:  Limited <u>Age</u> <u>appropriate</u>	Injectable: Excluded	
Lost Drug Replaced:  Limited <u>Prior</u> <u>Authorization</u>	Injectable Vitamins: Excluded	Cosmetic Drugs: Excluded	
Anabolic Steroids: Excluded	Migraine Medication: Covered	Surgical Supplies: Excluded	
HIV/AIDS Drug: Covered	ADD Under 5 Years: Excluded	Diagnostic Agent: Excluded	
General Vitamins: Excluded	ADD Over 18 Years: Limited Prior Authorization		

PRESCRIPTION DRUG BENEFIT PLAN

EAST PALESTINE SCHOOLS

EFFECTIVE SEPTEMBER 1, 2005

(Continued)

Prescription Drug Benefit Limits:

Maximum Days Supply at Retail: 34 days	Maximum Days Supply At Mail-Order: 90 days
Maximum Metric Quantity at Retail: 300	Maximum Metric Quantity at Mail-Order: N/A
Retail Single Claim Maximum (Ex. \$500): N/A	Mail-Order Single Claim Maximum (Ex. \$500): N/A
Number of co-pays for 60 day supply (1,2,3) Retail: N/A	Number of co-pays for 60 day supply (1,2,3) Mail-Order: N/A
Number of co-pays for 90 day supply (1,2,3) Retail: N/A	Number of co-pays for 90 day supply (1,2,3) Mail-Order: SEE NOTES
	Lower Fill Mandate prior to Mail-Order (Y/N): Y
Maximum Age for Full Time Student Discipline SAME AS MEDICAL PLAN	Maintenance Drug List (Y/N): N
Maximum Age for Non-Student Dependent: SAME AS MEDICAL PLAN	Minimum Days Supply At Mail-Order (unless "as needed" specified): 90 days

Cost Sharing:

		Family	Single
Separate Maximum for drugs: No	Maximum Amount & Type:	N/A	N/A
Separate Deductible for drugs: No	Deductible Amount & Type:	N/A	N/A
	Roll-Over Date for Max/Min:	N/A	N/A

Co-Pay amounts:

Retail Co-Pay:	GENERIC	BRAND OR FORMULARY (PREFERRED)	NON- FORMULARY (NON- PREFERRED)	OTHER - Please Explain
Retail Co-Pay:	\$10.00	\$20.00	\$40.00	
Mail Service Co-Pay:	\$20.00	\$40.00	\$80.00	

PRESCRIPTION DRUG BENEFIT PLAN

EAST PALESTINE SCHOOLS

EFFECTIVE SEPTEMBER 1, 2005

(Continued)

Generic Substitution:

Are patients required to use generic drugs? Yes	Is there a penalty if they do not accept the generic? Yes
Is penalty applied if Dr. requires brand? Yes	Is penalty applied if patient requires brand? Yes

Network Size & Type:

Retail Network:	Full (Most Pharmacies)	Mail Service:	Is the patient required to get refills through mail service?	Yes
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Utilization management programs:

Retrospective DUR:	Yes	e.g., Narcotic Misuse
Disease Management:	No	e.g., Diabetes
Therapeutic Substitution:	No	e.g., Drug A for Drug B
Prior Authorization:	Yes	e.g., Growth Hormones
Concurrent DUR:	Yes	e.g., Drug Interactions
Pharmacist Incentives:	No	
Case Management:	No	

Formulary / Rebates:

What type of formulary:	Incentive	Is there a penalty for non-formulary drug use?	(3) Yes	Penalty Type:	
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NOTE:

1. All mail-order prescriptions to be for 90 day
2. Mandatory Mail-Order for maintenance drugs to be implemented
3. If an employee selects a brand when a generic is available, higher co-pay "plus pay the difference"
4. DAW by physician on preferred brand drug will NOT affect the "plus the difference"
5. Non-preferred co-pay can not be overridden by any level DAW (Dispense As Written)

GRIEVANCE – STEP I

Grievance No. \_\_\_\_\_

NAME OF GRIEVANT \_\_\_\_\_

DATE OF FILING \_\_\_\_\_

Building \_\_\_\_\_ Assignment \_\_\_\_\_

Date of Event Giving Rise to Grievance \_\_\_\_\_

Section(s) of Agreement Allegedly Violated \_\_\_\_\_

(The Statement must address each of the specific provisions of the Agreement allegedly violated.)

Statement of Grievance: \_\_\_\_\_

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

Relief Sought: \_\_\_\_\_

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Principal/Superintendent

2. GRIEVANCE – STEP II

Grievance No. \_\_\_\_\_

Date Disposition Received at Step I \_\_\_\_\_

Reason for Appeal to Step II \_\_\_\_\_

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

\_\_\_\_\_  
Date

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

3. GRIEVANCE – STEP III (ARBITRATION)

Grievance No. \_\_\_\_\_

Date Disposition Received at Step II \_\_\_\_\_

Reason for Appeal to Step III (Arbitration) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date

\_\_\_\_\_

Signature of Grievant

ARTICLE 19 – AGREEMENT

This agreement made and entered into this 17 day of July, 2013, by and between the East Palestine City Board of Education, hereinafter called the “Employer” and the Ohio Association of Public School Employees, AFSCME/AFL-CIO, and its Chapter 435, hereinafter called the “Union” for and on behalf of the employees in the bargaining unit set forth in Article 1 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.

EAST PALESTINE CITY SCHOOL  
DISTRICT BOARD OF EDUCATION

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

BY   
PRESIDENT

BY   
PRESIDENT, OAPSE CHAPTER 435

BY 

BY \_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_