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HURON CLASSIFIED EMPLOYEES ASSOCIATION AGREEMENT

July 1, 2013
to
June 30, 2015

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ARTICLE I -- RECOGNITION

1.01 The Huron Board of Education, hereinafter the "Board" hereby recognizes the Huron Classified Employees Association OEA/NEA Local, hereinafter the "Association" as the sole and exclusive bargaining representative for the purpose of and as defined in Chapter 4117 Ohio Revised Code, for all non-teaching employees, non-supervisory personnel, as employed by the Huron Board of Education, (as certified by the State Employment Relations Board), whether full or part-time, probationary or non-probationary, on leave, on a per diem, hourly or class rate basis, employed by the Employer performing any work currently being performed by bargaining unit members, including, by the way of illustration only, but not limited to, Secretary, Clerical, Transportation, Mechanic, Custodial, Food Service, Educational Aides and Maintenance. The Association recognizes that the Superintendent, Assistant Superintendent, Principals, substitutes, and other Administrative Personnel as defined in Chapter 4117 Ohio Revised Code are excluded from the bargaining unit. Also excluded from the unit are the Superintendent's, Treasurer's or any other Central Office Administrator's Confidential Secretaries.

1.02 Unless otherwise indicated, use of the term "employee/bargaining unit member" when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit. Within the various classifications of bargaining unit members covered herein, there shall be the following categories:

A. Full-time: A bargaining unit member who is employed at least thirty (30) hours per week.

B. Part-time: A bargaining unit member who is employed less than thirty (30) hours per week.

C. Probationary: A bargaining unit member who is employed to fill in a full or part-time position for a trial period of ninety (90) work days; a newly hired employee placed in a job for a period of one hundred twenty (120) work days.

D. School year bargaining unit members/employees: Bargaining unit members employed to work at least one hundred eighty-two (182) days and whose employment follows the school calendar.

E. Full-year bargaining unit members/employees: Bargaining unit members who are employed to work on a twelve (12) month basis.

F. Recognition of the Association as the exclusive representative of members of the above defined bargaining unit shall be for the term of this written contract without challenges as provided for in Ohio Revised Code 4117, and will continue thereafter, until a challenging employee organization is legally successful in gaining exclusive representation rights as provided for in strict compliance with

provisions set forth in O.R.C. 4117. The Association's affiliation with the O.E.A./N.E.A. may not be changed during the term of this contract.

G. The parties agree that the provisions of Chapter 124 of the Ohio Revised Code are inapplicable to the members of the bargaining unit and are superseded by this Agreement to the fullest extent permitted by law.

H. No bargaining unit member or bargaining unit position as of July 31, 2013 will be lost due to subcontracting through June 30, 2015.

ARTICLE II -- NEGOTIATIONS

2.01 Either the Association or the Board of Education may initiate negotiations by letter of submission forwarded to the other party during the month of February in the year in which this Agreement expires outlining their intent to bargain as defined in Chapter 4117. O.R.C.

2.02 Within ten (10) working days of transmittal of said submission letter, the parties shall hold their first negotiation session. At any negotiation session, either party may be represented by no more than five (5) representatives.

2.03 If, after seventy-five (75) calendar days from the first negotiation session, agreement has not been reached on all items under negotiations, either party may call for the services of the Federal Mediation and Conciliation Services to assist in negotiations. If a party calls for Mediation involvement, the other party shall join in a joint request.

2.04 The Board of Education and Association agree that the aforementioned Federal Mediation shall supersede all other dispute settlement procedures contained in Chapter 4117.14 O.R.C.

ARTICLE III -- GRIEVANCE PROCEDURE

3.01 Purpose

The purpose of this grievance procedure shall be to secure at the lowest possible level equitable solutions of grievances.

3.02 Definitions

A. A "grievance" is any alleged violation of this Agreement or dispute with respect to its meaning or application.

B. A “grievant” is the person, group of persons, or the Association making the complaint.

C. A “day” in this section means a day that the Board office is open for business.

3.03 Time Limits

Grievances shall be processed rapidly. The number of days indicated at each step of the established procedure shall be maximums unless extended by written mutual consent of the parties at each step. If the grievant fails to meet time maximums at any step of the procedure, the grievance shall be considered waived. Failure of the Administration to adhere to the time limits shall affirm the grievance without prejudice.

When it is specified in the procedure that an action shall be accomplished within a specified number of days, the first day of the time period shall be the first day immediately following the day of the event which caused the time period to begin.

3.04 It shall be the grievant’s right to be represented by counsel of his/her choosing at any step or level of this grievance procedure.

3.05 Informal Step

The grievant* shall discuss the grievance within twenty (20) days after the matter giving rise to the grievance with his immediate supervisor. If the grievance is not resolved informally, grievant may, within seven (7) days from the day of the discussion, initiate a formal grievance.

3.06 Formal Procedure

A. Level 1 The grievant** shall file the grievance in writing with the building principal or supervisor. The grievance shall be signed by the grievant containing a concise statement of the complaint, the facts upon which it is based, the specific provisions of this agreement alleged to have been violated, and the relief sought. The principal or supervisor will meet with the grievant* within seven (7) days and furnish the grievant* his/her disposition-including his rationale for such disposition-in writing within five (5) days from such meeting.

* And representative, if desired by the grievant. **Or representative, if desired by the grievant.

B. Level 2 If the grievance is not resolved at Level 1, the grievant** may, within five (5) days of receipt of the Level 1 disposition, appeal the grievance in writing to the Superintendent. Within seven (7) days after the filing of the grievance in Level 2, the Superintendent or his/her administrative designee shall conduct a hearing with the grievant*. The Superintendent or his/her administrative designee

shall give his/her disposition to the grievant* in writing within five (5) days from such hearing.

C. Level 3 If the grievance is not resolved at Level 2, the grievant** may, within an additional five (5) days of receipt of the Level 2 disposition, file the grievance in writing with the Treasurer. At its next regular or scheduled special Board meeting, the Board will hold a hearing with the grievant*. The Treasurer shall provide the grievant* with forty-eight (48) hours' notice of the hearing unless notice of appeal is presented less than forty-eight (48) hours prior to the Board meeting. Within five (5) days after the hearing, the Board shall give its written disposition to the grievant*.

D. Level 4 If the grievance is not resolved at Level 3, the grievant** may within an additional five (5) days of receipt of the Level 3 disposition, request arbitration by filing a written notice of the request to the Superintendent. An arbitrator shall be selected by the alternate strike method from a list of seven arbitrators furnished by the American Arbitration Association. Either side may request a second list. The arbitrator shall conduct a hearing and issue his/her award in accordance with the voluntary rules of the American Arbitration Association. The arbitrator will render the written decision and award no later than thirty (30) days following the closing of the record case. His/her decision shall be final and binding on the Association, its members, the employee or employees involved, and all other agents of the Board of Education. The arbitrator shall not have power to amend, modify, add to, or subtract from the terms of this agreement. Costs for the arbitrator's services shall be borne equally by both parties. No grievances shall be processed to arbitration unless the Association agrees to represent the grievant.

*And representative, if desired by the grievant.
**Or representative, if desired by the grievant.

3.07 Both parties agree that the proceedings be kept confidential to the fullest extent permitted by law.

3.08 Nothing contained herein shall be construed as limiting the right of any employee having a complaint or problem to discuss the matter informally with any appropriate member of the Administration and have the grievance adjusted without intervention and/or consultation of the HCEA, provided the adjustment is not inconsistent with the terms of this agreement.

3.09 No employee may be represented by any employee organization other than the HCEA in any grievance initiated pursuant to this agreement.

3.10 A. The Association President shall be entitled to copies of all written dispositions.

B. If the Association is not represented at any hearing below Level 4, the decision or disposition shall not establish precedent.

3.11 A. No reprisals will be taken against any member of the bargaining unit for filing or participating in the processing of a grievance.

B. Forms for filing and processing grievances shall be cooperatively designed by the HCEA and the Board.

C. Copies of all papers pertaining to a grievance shall be furnished to all parties of the grievance. In addition, no records, documents, or communications concerning the grievance shall be placed in the personnel file of any employees unless the grievance involved discipline, and then such document shall be placed in the file. Records of the grievance shall be kept confidential to the fullest extent permitted by law unless the grievant agrees in writing to the contrary.

D. The grievance may be withdrawn at any level without prejudice or reprisal.

ARTICLE IV -- LEAVES OF ABSENCE

4.01 Sick Leave

A. All full-time employees shall accumulate sick leave credit at the rate of one and one quarter (1-1/4) days per month under the contract (including summer months).

B. All new full-time employees will be advanced a total of seven (7) days of their sick leave credit upon their initial employment if they do not have transferable accumulated sick leave from prior employment. If an employee's employment ends prior to the repayment of sick leave advanced, he/she will have the per diem amount deducted for said unearned sick leave from the last salary check issued by the Board's Treasurer.

C. A total of fifteen (15) days of sick leave on a prorated basis may be earned in any twelve-(12) month period. The maximum accumulation will be two hundred and sixty-seven (267) days.

D. Sick leave may be used for any absence of the employee due to personal illness, injury, physical disability, including pregnancy, exposure to a contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the employee's immediate family. Sick leave may not be used for a doctor's appointment that can be scheduled outside the employee's regular work day. Sick leave use for a death in the immediate family is limited to five (5) days.

For purposes of this Article, "immediate family" includes father, mother, sister, brother, husband, wife, child, father-in-law, mother-in-law, daughter-in-law, son-in-law, stepmother, stepfather, grandchildren and grandparents.

E. Upon returning from sick leave, the employee shall enter the absence into the Kiosk system. For absences longer than three (3) consecutive days, a physician's statement shall be required.

F. For Bus Drivers with two (2) or three (3) trips per day:

If a driver has two (2) runs per day and is absent from one (1) run in a day, the driver will have one-half (1/2) day deducted from his accumulated sick leave.

If a driver has three (3) runs per day, for each run for which the driver is absent, the driver will have one-third (1/3) day deducted from his accumulated sick leave.

4.02 Association Leave

The Association will be granted for each OEA Representative Assembly not to exceed two (2) meetings annually, a maximum of two (2) days for two (2) delegates.

4.03 Jury Duty Leave

Employees may be called to serve jury duty. When they do serve, employees will receive regular pay. Such leave shall not be deducted from any other type of leave.

4.04 Military Leave

Military leave shall be granted to employees pursuant to Ohio Revised Code Section 3319.082. Benefits will be granted at a maximum allowable by law.

4.05 Personal Leave

A. Personal leave shall be granted to employees without loss of pay. Requests for personal leave shall be presented on personal leave application forms to the building principal at least five (5) working days prior to the requested date, except in an emergency. The Superintendent shall have the responsibility to grant or refuse a request for personal leave. Employees will receive notice from the Superintendent of the action taken on their requests in writing, and a copy shall be in the employee's personnel file.

B. Personal leave shall not be taken for: extending vacations or for other events that can be scheduled other than when school is in session. No personal leave will be granted, except for emergencies, on a school day preceding or following a school

vacation/holiday period, during the first or last week of the school year, or in cases where the services of a substitute employee are not available.

C. Four (4) unrestricted personal days per school year will be granted to all employees equivalent to the number of hours paid per day.

D. Where an employee is employed in more than one classification, personal leave taken for one position shall apply to all positions held for the same day.

E. All previous past practices for personal leave cease to exist.

F. The Board of Education shall offer the HCEA members an incentive payment for not using Personal days as follows:

If you use:	**Secretary**	**Library Aide**	**Special Needs Aide**	**Playground Aide**	**Mechanic & Maintenance**	**Head Custodian**
0 days	$450.00	$450.00	$375.00	$325.00	$500.00	$500.00
0 to 1 day	$270.00	$270.00	$225.00	$195.00	$300.00	$300.00
1 to 2 days	$ 90.00	$ 90.00	$ 75.00	$ 65.00	$100.00	$100.00
2 to 4 days	$ -	$ -	$ -	$ -	$ -	$ -
If you use:	**Bus Driver**	**Head Cook**	**Asst. Cook**	**Cafeteria Worker**	**Cashier**	**Custodian**
0 days	$500.00	$425.00	$300.00	$250.00	$250.00	$500.00
0 to 1 day	$300.00	$255.00	$180.00	$150.00	$150.00	$300.00
1 to 2 days	$100.00	$ 85.00	$ 60.00	$ 50.00	$ 50.00	$100.00
2 to 4 days	$ -	$ -	$ -	$ -	$ -	$ -

4.06 Assault Leave

A. Any employee who is assaulted while performing assigned duties shall be granted a paid Leave of Absence for the period designated by the employee's physician, and said days shall not be deducted from Sick Leave.

B. For receipt of Assault Leave, the employee must file a Police Report and cooperate with the legal authorities in any prosecution. An employee may either receive Workers' Compensation temporary disability payments or Assault Leave for the days absent.

C. If the employee receives any payment for lost wages for a Court suit, the Board shall be reimbursed for any Assault Leave payments that are specifically granted in the Court suit.

4.07 Professional Conference Account

Conference requests will be honored on the basis of merit and available funds. Requests for conferences will be submitted to the building principal or immediate supervisor who will recommend to the Superintendent whether the request will be honored.

4.08 Leave of Absence

Upon the written request of an employee, the Board may grant an unpaid leave of absence for a period not to exceed two (2) years for education, professional or other purposes and shall grant such leave where illness or other disability is the reason for the request. Upon return to services of any employee at the expiration of a leave of absence, said employee shall resume the contract status, which was held prior to such leave.

No short-term leave of absence will be granted, except for emergencies, on a school day preceding or following a school vacation/holiday period or during the first or last week of the school year, except as authorized by the Superintendent.

4.09 Custodial Subs

Each Head Custodian shall be responsible for scheduling substitutes for any Custodian in his/her building who is absent from work. Such substitutes shall be selected from an approved list of substitutes to be provided by the Board or from the Board's approved substitute service.

ARTICLE V -- WORKING CONDITIONS

5.01 Bargaining unit members shall not be required to perform tasks, which endanger their health, safety, or well-being. The Employer shall provide rest areas, lounges and restrooms for bargaining members' use.

5.02 The Employer shall support and assist bargaining unit members with respect to the maintenance of control and discipline of students in the bargaining unit members' assigned work areas.

5.03 The Employer shall provide without cost to the bargaining unit member the following:

A. Red Cross-approved first aid kits and materials in all work areas.

B. Adequate and approved safety equipment will be provided by the Board.

C. Reimbursement for the cost of boiler operator's license or the renewal of boiler operator licenses required for the bargaining unit member to perform his/her job or position.

5.04 A bargaining unit member shall not be asked or expected to perform duties which are illegal.

ARTICLE VI -- PERSONNEL FILES

6.01 A personnel file shall be maintained for each employee at the Board's administrative office, and such file shall be the only official file for the employee.

6.02 Any information being added to said employee's personnel file will require the notification of said employee.

6.03 If the employee disputes the accuracy, relevance, timeliness, or completeness of information on him or her maintained in said file, he or she may request an investigation of the current status of the information pursuant to O.R.C. 1347.09.

6.04 Said employee shall have the right to attach a rebuttal on any material in his/her file.

6.05 A bargaining unit member shall be notified immediately of any request(s) to view the contents of the employee's personnel file. If possible, the Board shall provide the employee with a twenty-four (24) hour period to review his/her file during normal business hours prior to the time the requesting party is scheduled to view the contents of the employee's personnel file and the employee shall be given the opportunity to be present when his/her file is viewed. Nothing in this procedure shall be construed to waive any rights conferred under O.R.C. Chapter 1347. Warnings or letters of reprimand that have been placed in an employee's file will be removed, and moved to a separate public file not specifically identifiable to the employee, at the request of the employee if no discipline has occurred in the three (3) years following the placement of the document in the file.

ARTICLE VII -- EMPLOYEE DISCIPLINE/NON-RENEWAL/ DISCHARGE/TERMINATION

7.01 General Disciplinary Procedures

A. Discipline shall be imposed on employees only for just cause.

B. Disciplinary action against an employee shall be imposed only for violation of written rules and regulations, incompetence, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty or any other acts of misfeasance, malfeasance, or nonfeasance.

C. The Board of Education agrees that no employee will be disciplined in the presence of any other employee, students or parents of students, except in cases of emergency situations.

7.02 Guidelines

The following are guidelines for progressive disciplinary action needed to correct employee job performance deficiencies and/or unacceptable employee conduct, standards or practices.

These are only guidelines and, depending upon the severity of the offense/violation for which discipline is deemed necessary, disciplinary action may be initiated at any step.

Step 1 - Warning
Written notification from the immediate supervisor with a copy to the employee and the personnel file.

Step 2 - Reprimand
Written reprimand from the immediate supervisor with a copy to the employee and the personnel file.

Step 3 - Suspension
Penalty of up to three (3) day's suspension with loss of pay may be given with the approval of the Superintendent. A copy of the suspension written by the immediate supervisor will be given to the employee and placed in the personnel file.

Step 4 - Suspension
Penalty of up to five (5) day's suspension with loss of pay may be given with the approval of the Superintendent. A copy of the suspension written by the immediate supervisor will be given to the employee and placed in the personnel file.

Step 5 - Termination
A written copy of the termination from the immediate supervisor will be given to the employee, with a copy placed in the personnel file and given to the Board of Education. Termination requires approval by the Board.

7.03 Due Process Procedure

Before an employee may be disciplined under any of the above steps, the following procedure shall be followed:

A. The employee shall have the right to a preliminary hearing to be conducted by the Superintendent or his/her designee. This preliminary hearing shall be informal and shall not be an evidentiary hearing. The employee may be accompanied at the hearing by a representative of his/her choice. The employee shall have not less than two (2) days written notice of the time and place of the preliminary hearing. Failure of the employee to attend at the time and place indicated in the notice shall be deemed to be a waiver of his/her right to such hearing.

B. At the preliminary hearing, the employee shall be advised by the Superintendent or his/her designee of the nature of the charges against him/her and shall be given the opportunity to respond by way of explanation or defense.

C. Following this hearing, the Superintendent or his/her designee may conduct a further investigation concerning any matters which may have been raised during the hearing or have otherwise come to the attention of the Superintendent or his/her designee, after which the Superintendent or his/her designee shall take such action or make such recommendation as he/she deems appropriate. The employee shall be notified in writing of any action taken.

D. Following the preliminary hearing the Superintendent or his/her designee shall furnish such employee with a copy of the decision on discipline which shall state the reasons therefore.

E. For disciplinary actions where the recommendation is for a suspension of more than three (3) working days up to and including termination, the employee shall have the right to meet with the Board of Education in executive session at its next regular meeting or at a special meeting called for such purpose. The employee shall be given notice of the date, time and place of such Board meeting. The employee may be accompanied by representation. The Board may reverse, modify or affirm any disciplinary action taken by the Superintendent. Termination requires approval by the Board. The decision of the Board of Education shall be in writing and delivered to the employee with a copy to the Association President.

F. Any notices, copies of order or recommendations required by this article to be served upon an employee shall be served in person; provided, however, in the event the employee is on any type of leave or is absent without leave or is absent without leave when service is attempted, then such service shall be by ordinary mail sent to the employee's last address as shown on the Board's records. In that event, service is deemed complete seventy-two (72) hours after mailing.

G. In steps one through three, only procedural compliance with this article may be grieved.

7.04 The Board of Education shall have the authority to dock the pay of any employee for misuse, abuse and misrepresentation of any leave provision and/or failure to report timely for work.

7.05 It is expressly understood that the Huron Civil Service Commission shall have no authority or jurisdiction as it relates to the discipline of bargaining unit personnel.

7.06 Bus Drivers are subject to special reporting requirements for violations of the motor vehicle laws as outlined in O.R.C. 3327.10 (D)(1). Whenever a bus driver is convicted of a traffic violation, he/she must report that conviction to the Superintendent or his/her designee. He/she may not drive any school bus or motor van for the district until he/she has filed such notice.

Failure to report such violation will result in appropriate discipline.

ARTICLE VIII -- AUTHORIZED PAYROLL DEDUCTIONS OF DUES AND/OR FEES

8.01 The Board agrees to deduct from the pay of employees any of the following items when so authorized in writing by the employees. Payroll deductions shall be continuous and shall be revocable by written notice thirty (30) days prior to September 30th:

A. Huron Classified Employees Association
B. Ohio Educational Association
C. National Education Association
D. Income Protection
E. Savings Bonds
F. Annuities. The Annuity must be with a company presently recognized by the District or any new annuity company must represent five or more employees before a deduction can occur.
G. Credit Union
H. Fund for Children and Public Education
I. United Way
J. Others as Requested

Deduction information for union dues must be submitted to the Payroll Office no later than September 1. The format must be an Excel Spreadsheet and in electronic format that can be sorted. It must include in a separate column, employee last name, employee first name, number of days of employment, and the annual amount of dues deduction. Deduction will begin with the second pay in September and shall be spread over the remaining pays for each employee. If the deduction information is not submitted to the

Payroll Office by September 1, the deduction of union dues will begin thirty (30) days after the deduction information is received by the Payroll Office. For new employees hired after September 1, union dues deduction will begin thirty (30) days after the dues deduction information is received by the Payroll Office.

8.02 All employees shall be required to use Direct Deposit. Direct Deposit notices shall be sent to an E-Mail account of the employee's choice. The Board will furnish all bargaining unit members an E-Mail account, if requested, and shall provide reasonable access in all work locations.

ARTICLE IX -- CONTRACT, HOLIDAYS AND VACATION

9.01 Contracts

The Association and the Board of Education agree to split the cost of printing one hundred (100) of the contracts.

9.02 Holidays

A. Holidays for Woodlands and McCormick secretaries, cafeteria workers, bus drivers, one hundred ninety-one (191) day custodians, library technicians, educational aides, head cooks and assistant cooks are as follows: Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New Years Day, Martin Luther King Day, President's Day, and Memorial Day.

B. Holidays for High School secretaries are as follows: Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New Years Day, Martin Luther King Day, President's Day, Memorial Day and July 4th.

C. Holidays for Mechanic, Maintenance personnel, Head Custodians, and full-year Custodians are as follows: Labor Day, Thanksgiving Day, the day before and after Thanksgiving, the day before and after Christmas Day, Christmas Day, the day before and after New Years day, New Years Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day and the day before July 4th and July 4th.

9.03 Vacations

A. After one (1) year of employment with the school district, full-year employees will receive ten (10) days vacation. However, employees during their first year of employment with the school district shall be eligible for vacation as days are accrued. In addition, an employee in his/her first year of employment may

borrow up to three (3) vacation days against future accruals after the employee has accrued three (3) days.

B. After three (3) years of employment with the school district, full-year employees will receive fifteen (15) days of vacation.

C. After twenty (20) years of employment with the school district, full-year employees will receive twenty (20) days of vacation.

ARTICLE X -- BENEFITS

10.01 Hospitalization and Medical Insurance

The Board shall provide the Wellness PPO and HESE Optional HDHP comprehensive health insurance plans in accordance with Appendices B-1 and B-2 of this Agreement.

When the Out-of-Pocket maximum is reached, the plan pays one hundred percent (100%).

This Plan includes the mail order drug provision.

The Plan or plans shall conform to the Affordable Care Act.

10.02 Dental Insurance

A dental plan will be available for either single person or family coverage at the option of the employee.

The UCR plan dental coverage shall have a twenty-five dollar ($25.00) per person, per year and fifty dollar ($50.00) per family, per year deductible clause. The carrier shall pay one hundred percent (100%) for all preventive services. Coverage shall be co-insurance on a 50/50 basis for orthodontics and major restorative procedures, and an 80/20 basis for basic restorative services. The calendar year maximum for preventive and diagnostic, basic restorative and major restorative services shall be two thousand five hundred dollars ($2,500) per person. The orthodontic life-time maximum shall be one thousand dollars ($1,000) per person.

10.03 Prescription Drug

The Board shall provide the Prescription Drug Plan in accordance with Appendices B-3 and B-4 of this Agreement.

10.04 Vision Insurance

The Board shall provide the Vision Services Plan as follows:

$25.00 Co-pay

Employees will pay five percent (5%) of the premium. The Board will pay the balance of the premium costs.

10.05 Spousal Insurance

A. A stipend will be paid to any bargaining unit member affected by the spousal requirement of ten percent (10%) of the amount paid by the spouse not to exceed one hundred dollars ($100) per month for six (6) months.

B. If an employee's spouse is eligible to participate, as a current employee, self-employed individual (other than a sole proprietor) in a business or organization (e.g., partner, member), or retiree in group health insurance and/or prescription drug insurance sponsored by his/her employer, business, organization, or any retirement plan, the spouse must enroll for coverage in such employer, business, organization, or retirement plan sponsored group insurance coverage(s) no later than July 1, 2013.

C. This requirement does not apply to any spouse who:

1. Works less than twenty (20) hours per week AND is required to pay more than fifty percent (50%) of the single premium to participate in his/her employer's, business's, organization's or retirement plan's group health insurance coverage and/or prescription drug insurance.

2. Is employed by another Huron-Erie School Employee Insurance Association (HESE) district, provided the spouse does not receive any available payment (or any other form of remuneration) from that HESE district for waiving health insurance and/or prescription drug insurance coverage.

D. Upon the spouse's enrollment in any such employer, business, organization, or retirement plan sponsored group insurance coverage, that coverage will become the primary payor of benefits and the coverage sponsored by HESE will become the secondary payor of benefits according to the primary plan's Coordination of Benefits and participation rules.

E. Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer, business, organization, or any retirement plan, as required by

this Section, shall be ineligible for benefits under such group insurance coverage sponsored by HESE.

F. It is the employee's responsibility to advise the HESE Health Benefit Plan (the "Plan") immediately (and not later than thirty (30) days after any change in eligibility) if the employee's spouse becomes eligible to participate in group health insurance and/or prescription drug insurance sponsored by his/her employer, business, organization, or retirement plan by July 1, 2013. Upon becoming eligible, the employee's spouse must enroll in any group health insurance and/or prescription drug insurance sponsored by his/her employer, business, organization, or retirement plan unless he/she is exempt from this requirement in accordance with the exemptions stated in this Section.

G. Every employee whose spouse participates in HESE's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Plan, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouses' employer, business, organization, or any retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all group health insurance and/or prescription drug insurance coverages sponsored by HESE. Additional documentation may be required.

H. If an employee submits false information, or fails to timely advise the Plan of a change in his/her spouse's eligibility for employer (or business, organization, or retirement plan) sponsored group health insurance and/or prescription drug insurance, and such false information or such failure by the employee results in the Plan providing benefits to which his/her spouse is not entitled, the employee will be personally liable to the Plan for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Plan. Any amount to be reimbursed by the employee may be deducted from the benefits to which he/she would otherwise be entitled. In addition, the employee's spouse will be terminated immediately from group health insurance and/or prescription drug insurance coverage under the Plan. If an employee submits false information, he/she may be subject to disciplinary action, up to and including termination of employment.

10.06 <u>Premium</u>

For Insurance premium purposes all bus drivers will be treated as six (6) hour employees.

Employee Contributions:

Hours of Work	**10/1/13-6/30/14**	**7/1/14-6/29/15**	**6/30/15**
6 or more	5%	10%	15%
5-5.99 hours	10%	20%	30%
4-4.99 hours	15%	30%	45%

Subject to the following caps:

6 Hours or More

Family

Medical	2013-14	Current 5% $49.54
	2014-15	10% not to exceed $100
	Last Day	15% not to exceed $150
Prescription	2013-14	Current 5% $11.99
	2014-15	10% not to exceed $20
	Last Day	15% not to exceed $30

Single

Medical	2013-14	Current 5% $22.02
	2014-15	10% not to exceed $45
	Last Day	15% not to exceed $67
Prescription	2013-14	Current 5% $5.33
	2014-15	10% not to exceed $10
	Last Day	15% not to exceed $15

5.0-5.99 Hours

Family

Medical	2013-14	Current 10% $100
	2014-15	20% not to exceed $200
	Last Day	30% not to exceed $300
Prescription	2013-14	Current 10% $24
	2014-15	20% not to exceed $40
	Last Day	30% not to exceed $60

Single

Medical	2013-14	Current 10% $45
	2014-15	20% not to exceed $90
	Last Day	30% not to exceed $134

Prescription	2013-14	Current 10% $11
	2014-15	20% not to exceed $20
	Last Day	30% not to exceed $30

4.0-4.99 Hours

Family

Medical	2013-14	Current 15% $150
	2014-15	30% not to exceed $300
	Last Day	45% not to exceed $450
Prescription	2013-14	Current 15% $36
	2014-15	30% not to exceed $60
	Last Day	45% not to exceed $90

Single

Medical	2013-14	Current 15% $67
	2014-15	30% not to exceed $135
	Last Day	45% not to exceed $201
Prescription	2013-14	Current 15% $16
	2014-15	30% not to exceed $30
	Last Day	45% not to exceed $45

High Deductible Plan	**10/1/13-6/30/14**	**7/1/14-6/29/15**	**6/30/15**
	0%	5%	5%

10.07 Term Life Insurance

The Board shall pay one hundred percent (100%) of the premium of a fifty thousand dollar ($50,000) Term Life Insurance Policy for all twelve (12) month bargaining unit members and a twenty-five thousand dollar ($25,000) Term Life Insurance Policy for all other bargaining unit members. No additional insurance may be purchased by the individual employee.

10.08 Adding/Terminating of Insurance

Individuals wishing to add insurance must do so within the Open Enrollment Period, at the time of hire or within guidelines established by administrative rule or law. Insurance will become effective on the first day of the month following enrollment. For example, an employee enrolling on August 15 would have insurance beginning September 1.

An employee may terminate insurance at any time. Insurance automatically terminates when an employee leaves school employment. Termination shall occur on the last day of the month in which the termination occurs.

10.09 Section 125 Plan

A. The Board shall provide to bargaining unit members Flexible Spending Accounts (FSAs) or a Section 125 Plan, according to Federal Law. The FSAs will have a third-party administrator selected by the Board. Costs incurred by the third-party administrator of the plan will be deducted from any balance left in FSAs at year-end. If there is no such balance, the Board shall pay the remaining costs of administration.

B. All Insurance premiums that employees must pay as part of Section 10.06 Cost Sharing shall be deducted through a Section 125 Plan.

C. On January 1 the Board will deposit nine hundred dollars ($900) in 2014 and one thousand dollars ($1,000) in 2015 into a Section 125 (Flex Save) Plan for each HCEA member using a family Medical and Rx Plan and four hundred fifty dollars ($450) in 2014 and five hundred dollars ($500) in 2015 for each HCEA member using a single Medical and Rx Plan. Any member using one (1) type of plan (Medical or Rx) but not the other shall have one-half (1/2) the foregoing amounts deposited into a Section 125 (Flex Save) Plan.

10.10 Insurance Committee

An insurance committee shall be formed, consisting of three (3) Bargaining Unit Representatives appointed by the Association and three (3) members appointed by the Superintendent. This committee will meet at least quarterly to jointly study and review the existing insurance programs, particularly with regard to whether appropriate insurance coverage for unit members may be provided in a more cost-effective manner. Deliberations of the insurance committee shall not constitute negotiations, but the committee shall have the authority to make recommendations to both the Board and the Association.

10.11 Retirement Severance

Retirement severance will be paid to each employee retiring from the Huron City School District at a per diem rate of the annual salary at the time of retirement and after ten (10) years of service under one of the State of Ohio Retirement Systems. Eligible days for retirement severance shall be thirty percent (30%) of the employee's accumulated sick leave, but not exceeding a total of eighty (80) sick leave days.

To qualify for retirement severance payment, an employee shall:

A. Retire from the school system by submitting a written retirement notice to the Board.

B. Provide the Treasurer of the Board evidence from the retirement system that substantiates the employee's eligibility for disability or service retirement as of the last day of employment.

C. After the Board accepts the resignation, the employee must, within one hundred (100) days of the last day of employment, provide to the Treasurer of the Board a statement that items #A and #B have been completed and severance pay is requested. Failure to request payment within this one hundred (100) day period waives the employee's right to severance pay.

D. The Treasurer must make the entire payment to the employee within sixty (60) days of retirement into a 457 Plan into which all severance monies shall be deposited.

E. In the event the employee meets the ten (10) years of service in the first paragraph and should die while an employee of the school system, then the Severance payment shall be made to his or her estate.

F. The Board will offer a "last lap bonus" by adding five percent (5%) to that employee's hourly rate if the employee will be in his first year of eligibility to retire or up to and including, but not to exceed, the employee's thirtieth (30th) year of service, and provides a letter of resignation by July 1 of the year in which he or she is eligible to retire and chooses to retire. For example, an employee is eligible to retire for the first time at the end of the school year 2008-09. If the employee submits his or her retirement letter by July 1, 2008 he or she would receive an hourly rate five percent (5%) higher than the rate stated on the salary scale. This would be applied to all hours worked during the 2008-09 school year. This offer is available beginning in the first year of eligibility for retirement and each year up to and including the thirtieth (30th) year of service.

G. Payment of sick leave on this basis shall be considered to eliminate all sick leave accrued by the employee at that time.

10.12 School Calendar

The Board will take under advisement information from the Association regarding the school calendar.

10.13 Telephone - Bus Garage

Telephone service will be provided in the bus garage.

10.14 Emergency Closing of Schools

A. Authorization for Closing Schools:

The Superintendent of Schools, or his/her designee, may authorize the temporary closing of schools on days when he/she thinks the best interest of the students may be served by such closing.

B. Personnel on Duty during Emergency Closings:

The following school personnel shall be on duty, unless such calamity prohibits occupancy of the building:

All employees whose services are deemed necessary by their immediate supervisors will report for work on days school is closed due to an epidemic, severe weather conditions or other public calamity. Employees required to work will be paid straight time for the actual hours worked in addition to the regular hours scheduled to work during times that the schools are closed for the five calamity days allowed by law. If conditions prevent the school employee from reaching his/her place of employment, the employee must try to notify the Superintendent of Schools or his/her designee.

10.15 Uniforms/Safety Shoes

The Board shall furnish seven (7) uniforms annually to all Maintenance and Mechanic personnel. The wearing of the uniforms is considered to be a safety and security issue. The wearing of the uniform shall be mandatory. Employees shall not wear the uniforms except while on duty. Other employees shall dress professionally, as determined by their supervisor.

The Board shall annually furnish Maintenance, Custodial and Mechanic employees one (1) pair of safety shoes (minimum of safety toed). Other employees, such as special needs aides, may apply for safety shoes and need shall be determined on an individual basis. The employee may choose the style and type, but all shoes must meet minimum established safety standards. Should the employee choose not to use a Board approved provider the Board will reimburse up to two hundred dollars ($200) for said shoes upon proper proof of purchase and compliance with safety requirements.

ARTICLE XI -- LIABILITY PROTECTION

11.01 The Huron Classified Employees Association and the Huron Board of Education in an effort to deal with liabilities placed on the Board of Education by O.R.C. 2744 (Sovereign immunity) agree to the following stipulations:

A. The Board of Education shall provide for the defense of a member of the bargaining unit in any civil action or proceedings in any state or federal court arising out of any alleged act or omission in connection with a governmental or proprietary function which occurs or is alleged to have occurred while the employee was acting in good faith and not manifestly outside the scope of his employment or duty. The duty to provide for an employee's defense required by this section shall not arise when the civil action or proceeding is brought by or on behalf of the Huron Board of Education.

B. The Huron Board of Education shall indemnify and hold harmless all members of the bargaining unit in the amount of any judgment, other than punitive damages, obtained against any such employees in any state court, federal court, or as a result of a law of a foreign jurisdiction, provided that the act or omission connected with either a governmental or proprietary function from which such judgment arose occurred while the employee was acting in good faith within the scope of his/her employment or duty. This duty to indemnify and hold harmless or pay prescribed by this subdivision shall not arise if the injury or damage resulted from the employee acting or failing to act with malice of purpose, in bad faith, or in a wanton and reckless manner, and/or if a statute specifically imposes liability.

C. The Board of Education further agrees not to enter into any consent judgment or settlement of claim on behalf of a member of the bargaining unit unless the member of the bargaining unit has given express written consent to the same. Nothing herein shall be construed as limiting the Board's authority as a party defendant to settle, compromise, and dismiss the claims filed against the Board of Education.

D. The Board of Education further agrees that, should there be any claim or liability or damages against any member of the bargaining unit pursuant to O.R.C. 2744, that said employee shall have the right to employ co-counsel, at the employee's cost, in all actions to defend his or her interests.

E. The Board further agrees that any member of the bargaining unit shall have the right to be represented by an attorney of his or her choice and expense at any meeting between the Board Attorney, the Insurance Company Representatives, the Attorney representing the Insurance Company and/or the Board of Education, any deposition relevant to the claim of liability or damages, any meeting between the Board of Education and the person claiming any alleged act or omission in connection with any liability suit.

F. The Board further agrees that none of the materials, excluding incident reports developed by the Administration, relevant to any claim or damages, or allegation or admission of wrong doing will be placed in the employee's personnel file, and further that no records of relevancy to any employee personnel records shall be

utilized in any way that will adversely impact an employee's wages, hours, or terms and conditions of employment at the time the complaint is filed or at some future date after the complaint has been filed.

G. The Board further agrees that there will be no media release regarding any liability suit, which involves the alleged act or omission of a member of the bargaining unit and that, any publicity or media release will require the express written concurrence of the member of the bargaining unit involved.

H. The Board of Education agrees to provide any member of the bargaining unit with sufficient time to secure professional advice before he or she is required to file a written accident report or to give an oral account to the employer or anyone else of the incident that could result in a claim of liability. The Board further agrees that the employee shall have the right to representation of his/her choice at any meeting involving any such complaint or incident that could result in a claim or liability.

I. The Board of Education should provide adequate release time for any employee who is required to attend any deposition, any pre-trial hearing, and any or all state and federal court hearings involving any and/or all claims of liability arising out of the employee's employment with the District. The Board of Education agrees that such release time will not result in the employee's loss of wages or deduction from any Board approved leave.

J. The Huron Classified Employees Association will encourage all members of the bargaining unit to cooperate with the Board of Education in any defense to all claims of liability.

K. The Huron Classified Employees Association agrees to allow the Huron Board of Education to purchase liability coverage. The Association and the Board further agrees that if it becomes necessary for the Board to change carriers, the Board shall notify the Association and provide a copy of any and all new policies to the Association.

ARTICLE XII -- EMPLOYEE MEETINGS

12.01 Employee meetings shall be conducted during working hours whenever possible and the Board of Education's facilities shall be used for such purposes. Employees involved in such meeting during their working hours shall suffer no loss or reduction in pay. Whenever it is not possible to hold these meetings during working hours, the Employer may extend the employee's work schedule beyond the regularly scheduled day, provided each employee is compensated at his/her hourly rate. If the employee's workweek of

forty (40) hours is extended by attending employee meetings, he/she will be compensated at his/her normal overtime rate. This applies only to meetings required by the employer.

ARTICLE XIII -- ASSOCIATION RIGHTS AND RESPONSIBILITIES

13.01 In as much as the Association is recognized as the sole organization representing classified employees, the Board recognizes that in order to effectively represent and communicate with its members, certain services are necessary.

13.02 The Board, therefore, authorizes the Association the following sole and exclusive rights:

A. To use the facilities of any building for meetings, without fee, upon notification of the Administrator in charge of such building a minimum of forty-eight (48) hours in advance. Permission to use such facilities shall be given as long as it does not interfere with any previously authorized activity in said building.

B. To use Board of Education owned equipment including computers, calculators, copying equipment, public address equipment, and audio-visual equipment at times which do not interfere with the operation of the school system to be paid for at the public established rate by the Board of Education. All paper and other supplies will be provided by the Association.

C. To use the inter-school mail system in the schools' offices to distribute Association bulletins, newsletters, or other circulars.

D. To use bulletin board space which is reasonably accessible to all employees to disseminate information to members.

E. To use telephones in any building to carry out Association business. Any fees or toll call charges shall be reimbursed to the Board of Education by the Association. These calls are not to be made at a time that interferes with duties assigned by the Board of Education and Administration.

F. To allow representatives to call meetings of Association members within the building, which are not scheduled in conflict with other scheduled meetings and/or working hours of employees.

G. To allow the President of the Association or his/her designated official to visit schools. Upon his/her arrival, he/she shall notify the Principal of his/her presence. Visits that are made to discuss special problems of employees must be arranged mutually in advance with the Principal. The visits to the schools must not interfere with duties assigned by the Board of Education and Administration.

13.03 Upon specific request by the President of the Association, the Association will be provided with:

A. Copies of all Board of Education agendas, minutes, and financial reports transmitted by email.

B. Copies of the following forms: appropriations, budget and training and experience grids. Such copies shall be sent to the President of the Association as soon as it is feasible after such forms are filed with the agency required by law. All copies will be transmitted by email.

ARTICLE XIV -- INDIVIDUAL RIGHTS

14.01 The Board of Education agrees that all members of the bargaining unit are entitled to full rights of citizenship regardless of race, color, creed, sex, place of origin, age or handicap.

14.02 The Board of Education further agrees that members of the bargaining unit have the right to participate in professional and civic organizations for their personal benefit and interest.

14.03 The Board of Education further agrees that members of the bargaining unit may wear insignia, pins or other identification of membership in the Association or other organizations, civic or professional, on school premises.

14.04 The Board of Education further agrees that members of the bargaining unit have the right to exercise their Constitutional rights both in the work place and in their personal life.

ARTICLE XV -- COMPLAINTS AGAINST BARGAINING UNIT MEMBERS

15.01 If a parent or other member of the community makes an oral or written complaint about an employee, no record of such complaint may be placed in the employee's personnel file unless the complaint is not resolved and/or the complaint results in disciplinary action. If the complaint results in discipline, such discipline shall be subject to the progressive discipline procedure set forth in Article VII of this Agreement. It the complaint is found to have no merit, or is resolved to the satisfaction of the complaining party, a memo of the complaint and resolution may be placed in a District "Complaint File" by the Superintendent or building principal.

15.02 In each of the steps above, an employee may request and be accompanied by counsel and/or representative of his/her choosing. Conferences regarding such complaints shall be private.

ARTICLE XVI -- EQUAL RIGHTS CLAUSE

16.01 The parties to this agreement jointly pledge that provisions of this agreement shall be applied uniformly to all members of the bargaining unit without regard to race, color, religion, sex, national origin, age or handicap.

ARTICLE XVII -- TRANSPORTATION

17.01 Bus Routes

A *bus route* shall be defined as the normal pick up and drop off of students in a regularly scheduled student day.

A *bus route* shall consist of an AM pick up leg and PM drop off leg.

A *leg* is defined as either an AM pick up or PM drop off.

A *field trip* is defined as transporting students on a co-curricular event or transportation of students on a non-regularly scheduled basis during the school day.

A. Drivers shall be paid for actual hours driven unless they opt for "stretch pay". See Article XXVIII.

B. Each year, each driver will be assigned a bus dependent upon the route they are assigned.

C. Vacancies in bus routes or a major change in a bus route will be bid twice a year, at the December break and at the end of the school year. A major change in a bus route shall be defined as a change of fifteen (15) minutes or more in drive time. Otherwise, a bus driver will maintain the same route from year to year. If a route becomes vacant as a result of a re-bidding, any bus driver shall have the right to bump into the vacant route according to seniority. Each route will be guaranteed a minimum of four (4) hours in length. If a driver's actual drive time is less than the four (4) hour guarantee, the driver will perform other bus driver related duties for the remaining balance of the four (4) hours.

D. Special Needs routes shall be exempted from Paragraph C.

E. With input from the bus drivers, bus routes shall be prepared annually by the Transportation Supervisor and submitted to the Board annually for approval. Under no circumstances may a driver alter or change a route without approval of the Transportation Supervisor.

17.02 Field Trips

A. Request for Transportation Forms (Field Trip Tickets) shall be used for requesting field trips. Once field trip tickets are received by the Transportation Department, field trip meetings will be scheduled once per month. If a meeting is cancelled, at least one (1) week's notice will be provided for the rescheduled meeting. Attendance at these meetings is voluntary.

B. Each field trip will be offered to contracted drivers on a rotating basis in descending order in accordance with the driver's seniority of those in attendance at the field trip meeting. In order to bid an employee must be physically present, or in the case that an employee cannot attend a meeting and they are on school business, they may designate a representative to bid on their behalf. Any driver who is unable to attend a meeting under these circumstances must notify the Transportation Supervisor in writing of the name of his/her representative.

C. Any field trips that remain unassigned following the field trip meeting described in Paragraph (B) may be offered to substitute drivers for completion. The driver's seniority list remains in effect until the next scheduled field trip meeting.

D. If a driver turns in or forfeits a field trip between field trip meetings that he/she cannot complete for whatever reason, the Transportation Department reserves the right to assign that trip(s) to any available driver, including substitutes. These field trips will not be put back through seniority rotation. Drivers may refuse a field trip.

E. The Transportation Department must approve any field trips that interfere with any transportation employee's contracted hours (bus route).

F. Field trip trading between drivers is prohibited.

G. All drivers will be paid within two (2) pay periods for field trips completed if the appropriate forms are submitted correctly.

H. Drivers will be compensated at the hourly rate of eighty-five percent (85%) of the Step 0 bus driver pay for driving field trips.

I. A regular route driver taking a trip shall be compensated at their regular pay rate for the trip until the estimated end time of their regular route. At that time they will receive the rate in Paragraph H.

17.03 Other Bus Driving Provisions

A. Annual physical examinations shall be required for all bus drivers and paid by the Board. In order to be paid, these examinations must be scheduled through the Transportation Supervisor.

B. Bus drivers shall observe the rules and regulations as provided for in the latest Ohio Pupil Transportation Laws and Regulations.

C. Time required for on-bus training or in-service shall be reimbursed at the rate specified for field trips. Attendance at these sessions is mandatory.

D. The Board shall reimburse each driver the cost for the renewal of their CDL.

ARTICLE XVIII -- JOB DESCRIPTION, CLASSIFICATION AND OVERTIME

18.01 A specific job description has been prepared for every classified position within the school district. This job description includes the qualifications desired for employment, as well as the specific duties. These descriptions will be revised as changes within the school system require modifications. Suggestions for improving job descriptions may be called to the attention of the supervisor or Superintendent at any time. The local Union officers will be consulted on job description changes prior to submission to the Board of Education for approval. The Board of Education recognizes that a change in the job description is a mandatory subject of bargaining. The Association agrees present job descriptions will be in full force and effect for the duration of the contract. Each employee will be provided a copy of his or her job description upon request. New employees will receive the job description at employment.

18.02 Evaluations of bargaining unit members' work performance shall be based upon said job duties.

18.03 Classifications:

The classifications are as follows: custodial, maintenance, mechanic, food service, building secretaries, library technician, transportation, educational aides.

A. Custodial Personnel

1. Head Custodian

2. Building Custodians

Second shift Custodian at Shawnee to be made eight (8) hour position and the Bargaining Unit Member will be responsible for cleaning the Board office.

B. Maintenance Personnel

C. Mechanic

D. Food Service

1. Head Cook

2. Assistant Cook

3. Cashiers

4. Cafeteria Workers

E. Building Secretaries

1. High School

2. McCormick

3. Woodlands

F. Library Technician

G. Transportation

1. Bus Driver

H. Educational Aides

1. Pre-School Aide

2. Special Needs Aide

3. Playground Supervisor

I. Auxiliary Service Personnel

18.04 Overtime

The following conditions shall apply to all overtime work:

A. The standard workweek for purposes of FLSA shall be Monday through Sunday.

B. Time and one-half will be paid for all hours worked in excess of forty (40) hours per week.

C. Any work performed on Saturdays and Sundays outside of their regular assigned hours shall be paid at time and one-half.

D. All work performed on holidays will be paid at time and one-half.

E. All overtime shall be turned in with regular time sheets.

F. The District has a right to implement an electronic time keeping system for any or all employees.

18.05 A regular bargaining unit member assigned to perform the work of an absent bargaining unit member will be paid the regular rate for those duties. However, a bargaining unit member's pay rate shall not be reduced as a result of such assignment. A contracted employee substituting for a position with a greater number of hours is not eligible for increased benefits. If a member voluntarily elects to substitute into another classification they shall be paid at the normal substitute rate. Under no circumstances will they be allowed to voluntarily substitute if it will result in overtime.

18.06 As of January 1, 2006, employees may work in only one (1) classification. Current employees holding positions in more than one (1) classification are grandfathered in those classifications only.

18.07 Whenever a substitute is needed to fill a position longer than ninety (90) days within the same classification, contracted employees in the same building shall be offered, by order of seniority, the position with the greater number of hours.

If no contracted employee is interested or willing, a substitute can then be called by using the non-contracted substitute list.

The employee substituting for the regular employee shall remain in that position until the regular contracted employee returns to their regular position.

18.08 Bargaining unit members are responsible for their contracted hours. They may not substitute out of their classification unless requested and/or approved by the administration.

ARTICLE XIX -- VACANCIES, TRANSFERS, PROMOTIONS AND SENIORITY

19.01 A. A vacancy shall be defined as a new bargaining unit position created by the Board of Education or as a result of promotion, resignation, termination, non-renewal, death and/or retirement that the Board decides to fill.

B. When a vacancy occurs in a classification or a location assignment, it shall be posted on the District website under Job Postings and on the "News" email site for a period of seven (7) working days. Any employee may request the vacant position in writing. In selecting the replacement employee, the Board shall apply the following formula:

1. Vacancies shall be filled with the most senior applicant from within the affected classification unless, in the judgment of the Superintendent, said employee is clearly not qualified based upon past job performance and evaluation, attendance and punctuality, attitude towards other employees and/or the employee's ability or inability to meet pertinent state requirements (e.g. boiler operator's license and bus driver's license) and pertinent qualifications and job requirements listed in the approved job description. Should no employee within the affected classification apply, the vacancy shall be filled by a qualified applicant from another category. In the case of secretaries, library technicians, maintenance and mechanic, an agreed upon test based on the qualifications and responsibilities listed on the approved job description shall be administered to determine qualifications. Once the qualifications have been determined, seniority will control the appointment. If no one applies from outside the affected classification or no one is deemed qualified, the Board of Education shall proceed to hire a new employee.

2. The highest seniority date shall be determined by the employee's date of hire by the Board of Education.

3. The individual who changes jobs to another classification within the Huron School System will have the right, within twenty (20) work days, to return to his/her previous position at the same status and salary as before.

4. If the employee is notified of a problem within the first twenty (20) work days and the problem and/or problems are still occurring after the first twenty (20) work days, the employee will be returned to the original position.

5. The Association President will be informed of vacancies that occur during the summer months, and a copy posted in a conspicuous place in each building.

6. If an employee is not selected through the above procedure, the Board may fill the position with a newly hired employee. It is expressly understood that the Huron Civil Service Commission shall have no authority or jurisdiction as it relates to the transfer of bargaining unit personnel.

C. All postings shall contain the following information:

1. Type of work
2. Location of work
3. Starting date
4. Rate of pay
5. Hours to be worked
6. Classification
7. Minimum requirements

19.02 A. As specifically used in this Agreement, seniority, as hereinafter defined, shall be applied as follows:

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

2. Job classification seniority shall be defined as the length of continuous employment of an employee in a particular job classification as computed from the employee's most recent date of entry into such job classification. Job classification shall correspond with the job classifications set forth in Article XVIII.

3. New employees shall have their job classification seniority computed as of their date of hire.

4. Employees who change departments or change job classification shall not accumulate job classification seniority during their probationary period, but shall continue to retain their seniority in their former job classification during this period. Upon completion of the probationary period, such employees shall acquire seniority in the new job classification dating from their most recent date of entry into such job classification. The employee's former job classification seniority will be considered in the event of a future RIF by the Board. The employee may bump back into their previous classification if he/she holds more seniority than current employees in the previous classification and the employee is qualified to perform the job duties in the previous classification.

5. Employees on an approved leave of absence or on layoff, during the period of time in which the employee has recall rights, shall retain all lawful rights of seniority provided of this Article, and such leave shall not constitute a break of service. However, the employee shall receive no seniority credit while on leave or layoff.

ARTICLE XX -- SERS SHELTERED PICK-UP

20.01 The Board shall designate each classified employee's mandatory contributions to the School Employees Retirement System of Ohio as "picked-up" by the Board as contemplated by Internal Revenue Rulings 77-468 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject of federal and Ohio income tax shall be the employee's total gross income reduced by the current percentage amount of the employee's mandatory School Employees Retirement System contribution which has been designated as "picked-up by the Board, and that amount designated as "picked-up" by the Board shall be included in computing final average salary, provided that no employee's total salary is increased by such "pick-up".

ARTICLE XXI -- RETIRE/REHIRE

TERMS AND CONDITIONS

21.01 In recognition of the enactment of Senate Bill 144, which eased re-employment restrictions for School Employee Retirement System (SERS) Retirees, the following terms and conditions relating to the employment of Retirees will prevail in the Huron City School District.

A. For purposes of this Article, a Retiree is an individual who has attained service retirement status with the SERS and is otherwise qualified to be employed by a School District in Ohio.

B. Where a vacancy exists, the Board may consider and employ a Retiree upon the recommendation of the Superintendent. The Board will act on the rehire motion prior to acting on the employee's resignation for retirement purposes.

C. A Retiree shall be paid at the Step 5 of the salary schedule regardless of training and years of service, and so long as employed by the Board shall not advance on the salary schedule based either on years of service or additional training.

D. A Retiree shall receive a one-year limited contract which shall expire automatically at the end of the term. Continuation of employment of a Retiree through offering new one-year limited contracts which automatically expire shall be at the election of the Board and upon the recommendation of the Superintendent. A Retiree is not eligible for a continuing contract regardless of years of employment with the Board. No notice of non-renewal shall be required for the contract to be non-renewed.

E. A Retiree shall accumulate and may use sick leave in accordance with the rules in this Agreement, but is not entitled to severance pay under this Agreement or under law upon the conclusion of employment as a Retiree.

F. A Retiree shall not be entitled to participate in the insurance benefits provided to bargaining unit members of this Agreement, so long as insurance benefits are available through SERS.

G. A Retiree shall not accumulate seniority in the bargaining unit and has no right to recall in the event of a reduction in force of this Agreement and/or Ohio Revised Code Section 3319.172.

H. The Board and the Association expressly intend this Article to supersede the provisions of Ohio Revised Code Sections 3313.53, 3319.141, 3319.081, 3319.082, 3319.083, 3319.084, 3319.085, 3319.142 and 3319.172 and all other applicable laws, and this Article of the Agreement will not be subject to grievance under the grievance procedure or through any claim or action filed before the State Employment Relations Board (SERB) or any court of law.

ARTICLE XXII -- LAYOFF AND RECALL

22.01 It is understood that the Huron Civil Service Commission shall have no authority or jurisdiction as it relates to employees of the bargaining unit being laid-off and recalled.

22.02 If it becomes necessary to reduce the number of employees in a job classification due to abolishment of positions, lack of funds, lack of work, return to duty of regular employees after leave of absence, territorial changes, decreased enrollment, financial reasons or for more efficient operation, the following procedure shall govern such lay-off.

22.03 Whenever it becomes necessary to lay-off employees by reasons as stated above, affected employees shall be laid off according to system wide seniority within classifications, with the least senior employee laid-off first. Seniority shall be defined as the uninterrupted length of continuous service with the Board of Education computed from the latest date of hire or appointment with the District. Authorized leaves of absence do not constitute

an interruption in continuous service. In cases of identical seniority, the employee with the earliest date of actual work for the Board will be considered most senior. If any ties in seniority remain, then the employee who has the earliest date of hire by the Board, based on Board action, will be considered the most senior. If any ties in seniority remain, then the most senior employee will be determined by lot.

22.04 The Board of Education shall determine in which classifications the lay-off should occur and the number of employees to be laid off in the classification of lay-off. In the classification of lay-off, employees on probation shall be laid off before any employee in the classification. If the individual targeted for lay-off has greater seniority than other members of the bargaining unit in a different classification, they may bump said individual if they are qualified to fulfill the job description as determined by the Board of Education at the time of reduction.

22.05 Employees will be notified by mail twenty (20) days in advance of lay-off and also notification shall be sent to the Association President. Each notice of lay-off shall state the following:

A. The effective date of lay-off.

B. A statement advising the employee of their rights of reinstatement from the lay-off.

22.06 For the classifications in which the lay-off occurs, the Board shall prepare a reinstatement list, and all probationary employees employed shall be placed on the reinstatement list in reverse order of lay-off. Those employees who have lost their position due to lay-off shall have first opportunity for reinstatement.

22.07 Vacancies, which occur in the classification of lay-off, shall be offered to or declined in writing by the employees standing highest on the lay-off list before the next person on the list may be considered. All notices of recall shall be sent via certified mail to the employee's last known address. If the employee does not respond to the recall notice within five (5) days of receipt, he/she shall forfeit all rights to recall and his/her name shall be removed from the reinstatement list. Any employee who declines reinstatement shall be removed from the reinstatement name list. It is the employee's responsibility to insure that the Board has his/her current address.

22.08 The employee's name shall remain on the appropriate list for a period of two (2) years from the effective date of lay-off. If reinstated from lay-off during this period, such employee shall retain all previous accumulated seniority and a notice of reinstatement shall be made by certified mail.

22.09 Employees on lay-off status shall be entitled to rights under COBRA.

ARTICLE XXIII -- EMPLOYEE EVALUATIONS

23.01 Purpose

The purpose of the Program for Appraisal of Non-Teaching Staff is twofold:

A. To provide a systematic process whereby such staff member may improve the effectiveness of his/her areas of competency and service.

B. To provide a systematic, cooperative process to review the strengths and weaknesses of individual staff members, and to use the information to develop a program of supervision and staff development designed to lead to continued professional growth.

23.02 Procedures

A. Staff members in each year of service in the Huron City Schools will be briefed by the principal, supervisor or Superintendent on appraisal goals and procedures.

B. An annual evaluation of each staff member will be conducted prior to the end of the first semester by the principal, supervisor or Superintendent.

C. Additional evaluations of staff members may be held at the request of either the principal, supervisor, Superintendent, or staff members. A post-conference will be held, within a reasonable time, following each formal evaluation at which point a written appraisal will be provided.

D. The staff member may respond to the written appraisal in writing. At the staff member's request, this response shall then be attached to the written appraisal and be placed in the staff member's personnel file. The staff member has (20) days in which to respond to the received written appraisal.

E. This article has no application to new employees on probationary status.

F. Only procedural compliance with the evaluation procedure may be grieved. The substance or the conclusions of the evaluation process cannot be grieved.

ARTICLE XXIV -- MANAGEMENT RIGHTS AND NO STRIKE CLAUSE

24.01 Management Rights and Responsibilities

Except as expressly limited herein, the Board shall retain all management rights as provided in O.R.C. 4117 and the decisions of the State Employment Relations Board.

24.02 No Strike

The Association shall not engage in any strike for the term of this Agreement. If any provision of the Agreement or any application of this Agreement to any of the staff members who are covered by this Agreement is found to be contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXV -- FAIR SHARE FEE

25.01 The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Huron Classified Employees Association, a fair share fee for the Association's representation of such non-members during the term of this Agreement. 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. Said deduction of the fair share fee shall be effective with the beginning of the 1991-92 school year.

25.02 The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Huron Classified Employees Association, a fair share fee for the Association's representation of such non-members during the term of this Agreement.

25.03 Notice of the amount of the annual fair share fee, which shall not be more than one hundred percent (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 Agreement for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

25.04 Payroll deduction of such fair share fees shall begin at the second payroll period in January except that no fair share fee deductions shall be made for bargaining unit members employed after January until the second paycheck, which period shall be the required probationary period of newly employed bargaining unit members.

25.05 The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

25.06 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.

25.07 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 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.

25.08 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.

25.09 The Association on behalf of itself and the OEA and NEA agree 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 the Association 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;

C. The Board agrees to: (1) give full and complete cooperation and assistance to the Association or 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) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;

D. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies the fair share fee provision herein.

25.10 Fee payers shall not be entitled to use the grievance procedure or bring action against the Board for collecting the fair share fee.

ARTICLE XXVI -- DRUG-FREE WORKPLACE POLICY

The following article is in compliance with Section 5154 of the Drug-Free Workplace Act of 1988, which requires the parties to establish such a policy:

26.01 No employee of the Huron City Schools while on school premises or as part of any of his/her activities shall unlawfully possess, use, or distribute illicit drugs, controlled substances, or alcohol.

26.02 This article does not replace the requirement to report child endangering (O.R.C. 2151.421) and any employee who admits to, pleads guilty, or is convicted of child endangering acts or sale or dispensing drugs or alcohol to minors shall be exempt from this article and shall waive rights under Articles III, VII, and XXII of the negotiated agreement enabling personnel action to be taken within the limits of the law.

26.03 "Workplace" is defined to mean the site for the performance of work done in connection with employment. The workplace includes any school building, school property, school-owned vehicles, or school-approved vehicle used to transport students to and from school or school activities; off school property during any school-sponsored or school-related activity, event or function, such as a field trip or athletic event where students are under the jurisdiction of the school district.

26.04 Any employee who is a member of the Huron Classified Employees Association bargaining unit and admits to, pleads guilty, or is convicted in any court of law for a first alcohol or drug abuse offense which is a misdemeanor and which includes use in the workplace shall be referred to and satisfactorily complete, under accrued sick leave, a drug rehabilitation and intervention program. The employee shall not return to his/her employment assignment and shall waive rights under Articles III, VII, and XXII, should the employee fail to comply with the provisions of this section.

26.05 Any employee who is a member of the Huron Classified Employees Association bargaining unit and admits to, pleads guilty, or is convicted in any court of law for a second drug or alcohol or drug abuse offense which is a minor misdemeanor and which involves use in the workplace, shall waive rights under Articles III, VII, and XXII of the negotiated agreement and the Board will act upon the Superintendent's personnel action recommendation which will comply with all laws governing such personnel action by the Board.

26.06 If any employee who is a member of the Huron Classified Employees Association bargaining unit pleads guilty or is convicted of an alcohol or drug abuse offense which is a felony, or a misdemeanor resulting in withdrawal of proper certification, he or she shall waive all rights under Articles III, VII, and XXII of the negotiated agreement and the Board shall take such personnel action deemed necessary within the limits of the law.

ARTICLE XXVII -- SEXUAL HARASSMENT POLICY

The Huron City School District Board of Education and the Huron Classified Employees Association affirm their commitment to provide and to maintain a working environment that is free of sexual harassment and intimidation.

It is the intent of the Board of Education and the Association to comply with the mandates of the State of Ohio and Equal Employment Opportunity Commission guidelines pertaining to the prevention of sexual harassment. Sexual harassment is defined as unwelcome sexual advances, request for sexual favors, and other verbal and/or physical conduct of a sexual nature as defined by the EEOC guidelines. As with other forms of discrimination, the Huron City School Board of Education and the Huron Classified Employees Association are opposed to sexual harassment by one employee of another, and sexual harassment by an employee of a student whether initiated by a male or female. Sexual harassment by any employee will not be tolerated and can be grounds for discharge.

27.01 This article does not replace the requirement to report child endangering (O.R.C. 2151.421) and any employee who admits to, pleads guilty, or is convicted of child endangering acts, or has sexual contact with minors shall be exempt from this article and shall waive rights under Article III, VII, and XXII of the negotiated agreement enabling personal action to be taken within the limits of the law.

27.02 That the Board and the Association agree to form a Sexual Harassment Oversight Committee (SHOC) consisting of two (2) administrators and four (4) employees.

27.03 Anyone who is subjected to sexual harassment should let the offender know immediately and firmly that he/she does not appreciate the behavior, and shall use the following complaint procedure:

A. The first notice to the offender shall be verbal.

B. The second notice to the offender should be in writing and spell out the offending activities and request that such activities stop immediately. A copy of the written notice shall be forwarded to the Sexual Harassment Oversight Committee.

27.04 If the offender continues to sexually harass the individual, the individual may request a hearing before the Sexual Harassment Oversight Committee.

27.05 The Sexual Harassment Oversight Committee shall hold a hearing with seventy-two (72) hours of notice and determine the validity of the complaint. If the Committee finds grounds for the complaint, they shall forward their findings immediately to the Superintendent.

27.06 The Superintendent shall administer the following prescribed disciplinary action.

A. FIRST OFFENSE - The employee shall be referred to and satisfactorily complete, under accrued sick leave, a sex offender rehabilitation and intervention program. The employee shall not return to his/her employment assignment until intervention or treatment is completed as deemed necessary by a licensed therapist, and shall waive rights under Articles III, VII, and XXII should the employee fail to comply with the provisions of this section. The employee may be transferred at the discretion of the committee.

B. SECOND OFFENSE - The employee shall be suspended for one (1) to five (5) days without pay and shall be referred to and satisfactorily complete a sex offender rehabilitation and intervention program. The employee shall be placed on unpaid leave or shall use sick leave and shall not return to his/her employment assignment until intervention or treatment is completed as deemed necessary by a licensed therapist who consults with the Superintendent and shall waive rights under Articles III, VII, and XXII should the employee fail to comply with the provisions of this section. The employee may be transferred at the discretion of the committee.

C. THIRD OFFENSE - The Employee shall waive his/her rights under Articles III, VII, and XXII of the negotiated agreement and the Board will act upon the Superintendent's personnel action recommendation which will comply with all laws governing such personnel action by the Board.

27.07 The Superintendent's disciplinary action is limited to the progressive discipline outline in this agreement.

ARTICLE XXVIII -- STRETCH PAY

The Board shall offer all employees the option to receive pay throughout the contract year.

The decision to do stretch pay shall be optional. Annually, the Treasurer shall offer each employee the opportunity to receive their estimated pay spread evenly throughout the following contract year. The contract year is defined as September 1 to August 31. Employees must notify the Treasurer of their intentions no later than May 15 of the year prior to the subsequent contract year. The decision is irrevocable for the subsequent year. An employee failing to notify the Treasurer shall be considered to have made a negative reply and shall be paid on actual hours worked each pay period. Benefit deductions, i.e. Medical, shall be made over a nine (9) month schedule.

By May 30 the Treasurer shall send each employee desiring "stretch pay" an estimate that shows the expected rate of pay for the following year, the expected hours to be worked, the expected number of days to be worked and the expected gross earnings for the subsequent year. This

amount shall be divided by the number of pays the following year (26 or 27). This determination is final and not subject to grievance and/or dispute.

Each payday, except bus drivers, the employee shall submit a timesheet that will indicate that they worked their normal hours or hours above or less than their normal scheduled hours used in the "stretch pay" calculation. The employee's pay for that period will be adjusted for any over or under hours worked compared to the "stretch pay" calculation. No adjustment to the estimated "stretch pay" will be made to any "stretch pay" calculation during the pay year. Any increases or decreases in hours or pay will be adjusted on the pay period in which they occur.

Bus Drivers and Special Needs Bus Aides electing "stretch pay" shall be sent a notice by May 30 that shows the expected rate for the following year, the expected hours to be worked, the number of days to be worked and the expected gross earnings for the subsequent year. This amount shall be divided by the number of pays the following year (26 or 27). This determination is final and not subject to grievance and/or dispute. Each day the driver or aide shall use the District automated time system to record the start and end of their various regular runs. Each pay period any hours above the estimated "stretch pay" shall be added to the drivers pay. Hours less than estimated shall not be subtracted unless those hours represent a previously agreed upon "dock day". Management has the right to require drivers who are regularly working less than the "stretch pay" minimum to report to work during those times to perform duties related to bus driving activity.

Bus Drivers who take extra trips shall record those hours on the appropriate trip sheet. These trips shall be paid as soon as possible on the appropriate pay period. Extra trips shall not be part of the "stretch pay" calculation. If the time on the trip sheet begins before the employee has logged off the District automated time system the assumption will be made that the trip start time was at the end of the expected regular run.

Should an employee leave prior to having earned accumulated pay and owing a balance to the District he or she agrees that the District may deduct any owed balance from a previous pay balance owed to the District or, if no balance exists, agrees to repay the District in full within three (3) days of notification of the decision not to return. Further, if the employee fails to do so, he/she agrees to allow the District to take a judgment lien against them for the balance paid and not earned.

STRETCH GAP PAY MOU

Upon ratification of the contract, the Payroll Department will notify each employee, on Stretch Pay, the remaining dollar amount of Stretch Pay available to them. They will provide a calculation for the change in stretch pay to cover the July 1 to September 1, 2014 Gap period until the new contract Stretch language begins. Within seven (7) days of receipt of the notice, the employee shall notify payroll in writing of their desire to use Gap Stretch pay. Failure to do so will result in no Gap Stretch pay.

An example. An employee has twenty-six thousand dollars ($26,000) stretch pay scheduled to run from July 1, 2013 to June 30, 2014. To date they have received six hundred dollars ($600) over six (6) pay periods. This leaves a stretch balance of twenty-thousand dollars ($20,000). The employee opts for Stretch Gap pay. The remaining twenty-thousand dollars ($20,000) would be divided by the twenty (20) remaining pay periods plus the additional four (4) pay periods that would occur during the gap period or twenty-four (24) total pay periods starting September 1, 2014. However, if the employee opts not to do the Gap Stretch then they would not receive any pay (except hours actually worked) during that period.

ARTICLE XXIX -- DURATION OF CONTRACT

Salary Base Increase: School Year 2013-2014 - 1% (eff. 10/1/13)
School Year 2014-2015 - 1%

This Agreement will become effective upon the signatures of the parties below and the ratification of the parties. The contract will have implementation dates of July 1, 2013 through June 30, 2015.

FOR THE ASSOCIATION:

Date

Date

Susan K. Dorg 1/30/2015
Date

FOR THE BOARD:

Date

Date

Date

Non-Teacher Union Scale 2013-2014 School Year FY 14 Factor=1.01 1.0%

Step	Secretary	Tech/ Library	Special Needs Aide	Play Ground Aide	Maintenance	Head Custodian	Custodian	Mechanic	Bus Driver	Head Cook*	Asst. Cook	Caft. Worker	Cashier
0	13.71	14.15	11.45	10.15	16.42	15.77	14.77	16.99	19.54	13.75	11.63	9.99	11.18
1	13.95	14.37	11.68	10.38	16.65	15.99	15.00	17.32	19.78	13.97	11.86	10.22	11.42
2	14.17	14.61	11.91	10.62	16.88	16.23	15.23	17.68	20.00	14.20	12.10	10.47	11.64
3	14.40	14.84	12.14	10.85	17.11	16.46	15.45	18.03	20.23	14.42	12.33	10.70	11.88
4	14.65	15.08	12.38	11.08	17.35	16.69	15.70	18.37	20.47	14.67	12.57	10.93	12.11
5	14.87	15.30	12.60	11.31	17.58	16.92	15.93	18.72	20.70	14.90	12.80	11.15	12.34
6	15.10	15.53	12.84	11.54	17.81	17.14	16.16	19.07	20.93	15.13	13.03	11.39	12.58
7	15.33	15.76	13.08	11.77	18.05	17.37	16.38	19.42	21.16	15.36	13.25	11.62	12.81
8	15.56	15.99	13.29	12.00	18.28	17.60	16.61	19.77	21.40	15.60	13.48	11.85	13.04
9	15.80	16.24	13.54	12.24	18.51	17.84	16.86	20.10	21.63	15.83	13.72	12.09	13.26
10	16.03	16.46	13.77	12.47	18.75	18.06	17.09	20.46	21.87	16.06	13.96	12.32	13.49
11	16.26	16.71	14.00	12.70	18.97	18.29	17.32	20.82	22.10	16.29	14.19	12.56	13.74
12	16.49	16.93	14.23	12.93	19.21	18.53	17.54	21.15	22.32	16.52	14.41	12.79	13.97
13	16.72	17.15	14.46	13.16	19.44	18.76	17.78	21.51	22.55	16.75	14.65	13.01	14.20
14	16.96	17.39	14.70	13.40	19.67	18.98	18.01	21.86	22.79	16.99	14.89	13.24	14.42
15	17.19	17.62	14.93	13.63	19.90	19.21	18.25	22.08	23.03	17.23	15.11	13.47	14.66
16	17.42	17.86	15.16	13.86	20.13	19.44	18.47	22.43	23.25	17.46	15.34	13.71	14.90
17	17.66	18.08	15.39	14.09	20.36	19.67	18.71	22.65	23.49	17.68	15.57	13.95	15.13
18	17.88	18.32	15.62	14.32	20.59	19.90	18.94	23.00	23.71	17.91	15.81	14.18	15.35
19	18.11	18.54	15.85	14.55	20.82	20.14	19.17	23.24	23.95	18.15	16.05	14.40	15.58
20	18.34	18.78	16.08	14.78	21.06	20.36	19.39	23.58	24.17	18.38	16.28	14.64	15.82
21	18.57	19.00	16.31	15.01	21.29	20.59	19.62	23.82	24.40	18.60	16.50	14.87	16.06
22	18.80	19.24	16.54	15.24	21.52	20.82	19.86	24.16	24.63	18.84	16.74	15.10	16.29
23	19.03	19.46	16.77	15.47	21.75	21.05	20.09	24.39	24.86	19.07	16.96	15.33	16.52
24	19.27	19.71	17.00	15.71	22.00	21.29	20.32	24.74	25.11	19.30	17.19	15.56	16.75
25	19.49	19.94	17.24	15.95	22.22	21.52	20.56	24.97	25.34	19.53	17.42	15.80	16.97
26	19.73	20.16	17.47	16.17	22.45	21.75	20.79	25.32	25.56	19.76	17.65	16.03	17.20
27	19.96	20.40	17.70	16.39	22.68	21.97	21.02	25.55	25.79	19.99	17.89	16.25	17.43
28	20.19	20.62	17.93	16.63	22.91	22.21	21.25	25.89	26.02	20.22	18.12	16.48	17.67
29	20.42	20.86	18.16	16.86	23.14	22.44	21.47	26.13	26.25	20.44	18.34	16.72	17.90
30	20.64	21.08	18.38	17.09	23.37	22.67	21.70	26.47	26.48	20.68	18.57	16.94	18.13

* Includes $1800 Paperwork Stipend

Non-Teacher Union Scale 2014-2015 School Year FY 15 Factor=1.01 1.0%

Step	Secretary	Tech/ Library	Special Needs Aide	Play Ground Aide	Maintenance	Head Custodian	Custodian	Mechanic	Bus Driver	Head Cook*	Asst. Cook	Caft. Worker	Cashier
0	13.85	14.29	11.56	10.25	16.58	15.93	14.92	17.16	19.74	13.88	11.75	10.09	11.29
1	14.08	14.51	11.79	10.48	16.82	16.15	15.15	17.49	19.98	14.11	11.98	10.32	11.54
2	14.31	14.76	12.03	10.72	17.05	16.39	15.38	17.85	20.20	14.34	12.22	10.57	11.76
3	14.54	14.99	12.26	10.95	17.28	16.62	15.61	18.21	20.43	14.57	12.45	10.81	11.99
4	14.79	15.23	12.50	11.19	17.52	16.86	15.86	18.55	20.68	14.82	12.69	11.04	12.23
5	15.02	15.45	12.73	11.42	17.76	17.09	16.09	18.90	20.91	15.05	12.93	11.26	12.46
6	15.25	15.69	12.97	11.66	17.99	17.31	16.32	19.26	21.14	15.28	13.16	11.51	12.71
7	15.48	15.92	13.21	11.89	18.23	17.54	16.55	19.61	21.37	15.52	13.38	11.74	12.94
8	15.72	16.15	13.43	12.12	18.46	17.78	16.78	19.97	21.61	15.75	13.62	11.97	13.17
9	15.96	16.40	13.68	12.36	18.69	18.02	17.03	20.30	21.85	15.98	13.86	12.21	13.40
10	16.19	16.62	13.91	12.60	18.93	18.24	17.26	20.67	22.09	16.22	14.10	12.44	13.63
11	16.42	16.87	14.14	12.83	19.16	18.47	17.49	21.02	22.32	16.45	14.33	12.68	13.88
12	16.65	17.10	14.37	13.06	19.40	18.71	17.72	21.36	22.54	16.69	14.56	12.92	14.11
13	16.89	17.32	14.61	13.29	19.64	18.94	17.96	21.73	22.78	16.92	14.80	13.14	14.34
14	17.13	17.57	14.85	13.53	19.87	19.17	18.19	22.07	23.02	17.16	15.04	13.37	14.57
15	17.36	17.80	15.08	13.77	20.10	19.40	18.43	22.30	23.26	17.40	15.26	13.61	14.81
16	17.59	18.03	15.31	14.00	20.33	19.64	18.66	22.65	23.48	17.63	15.50	13.85	15.05
17	17.83	18.26	15.54	14.23	20.56	19.87	18.89	22.88	23.72	17.85	15.73	14.08	15.28
18	18.06	18.50	15.77	14.46	20.80	20.10	19.13	23.23	23.95	18.09	15.96	14.32	15.51
19	18.29	18.73	16.01	14.70	21.03	20.34	19.36	23.47	24.19	18.33	16.21	14.55	15.74
20	18.52	18.96	16.24	14.93	21.27	20.56	19.59	23.82	24.41	18.56	16.44	14.79	15.97
21	18.76	19.19	16.47	15.16	21.50	20.79	19.82	24.06	24.65	18.79	16.67	15.02	16.22
22	18.99	19.43	16.70	15.39	21.74	21.03	20.06	24.40	24.88	19.03	16.91	15.25	16.45
23	19.22	19.66	16.94	15.62	21.97	21.26	20.29	24.63	25.11	19.26	17.13	15.49	16.69
24	19.47	19.91	17.17	15.87	22.22	21.50	20.53	24.99	25.36	19.49	17.36	15.72	16.92
25	19.69	20.14	17.41	16.11	22.44	21.74	20.76	25.22	25.59	19.72	17.60	15.95	17.14
26	19.93	20.36	17.64	16.34	22.67	21.97	20.99	25.57	25.81	19.95	17.83	16.19	17.38
27	20.16	20.60	17.87	16.56	22.91	22.19	21.23	25.80	26.05	20.19	18.07	16.41	17.61
28	20.39	20.83	18.11	16.79	23.14	22.43	21.46	26.15	26.28	20.42	18.30	16.64	17.84
29	20.62	21.07	18.34	17.03	23.37	22.66	21.68	26.39	26.51	20.65	18.52	16.88	18.08
30	20.85	21.29	18.56	17.26	23.60	22.89	21.92	26.74	26.75	20.89	18.76	17.11	18.31

* Includes $1800 Paperwork Stipend

MEDICAL MUTUAL

Huron-Erie School Employee Insurance Association - Wellness Plan

SuperMed PPO MEDICAL

Benefits	Network	Non-Network
Benefit Period	January 1st through December 31st	
Dependent Age Limit	26 Removal upon End of Month	
Blood Pint Deductible	0 pints	
Overall Annual Benefit Period Maximum	Unlimited	
Wellness Plan (without buy-down) Deductible - Single/Family[1**]	$750 / $1,500	$750 / $1,500
Wellness Plan (buy-down) Deductible - Single/Family[1*]	$500 / $1,000	$500 / $1,000
Requirements for Wellness Plan Buy-Down (Deductible change occurs on calendar year basis)	***Complete Screening and/or Physician form and Health Assessment – November 1st.***	***Complete Screening and/or Physician form and Health Assessment – November 1st.***
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	$1,000 / $2,000* $750 / $1,500**	$2,500 / $5,000* $2,250 / $4,500**
Coinsurance Out-of-Pocket Maximum (Including Deductible) – Single/Family	$1,500 / $3,000* $1,500 / $3,000**	$3,000 / $6,000* $3,000 / $6,000**
Maximum Coinsurance Out-of-Pocket (**COOP**) [7] (Medical copays paid once deductible and coinsurance out-of-pocket maximum have been met) – Single/Family Effective 01/01/14	$1,500 / $3,000* $1,500 / $3,000**	$3,000 / $6,000* $3,000 / $6,000**
Physician/Office Services		
Office Visit (Illness/Injury) [2, 7]	$25 copay, then 100%	$25 copay, then 70%
Specialist Office Visit [2, 7]	$40 copay, then 100%	$40 copay, then 70%
Urgent Care Office Visit [2, 7]	$40 copay, then 100%	$40 copay, then 70%
Preventive Services		
Preventive Services, in accordance with federal law[6]	100%	70% after deductible
Routine Physical Exams	100%	$25 copay, then 70%
Well Child Care Services including Exam, Routine Vision, Routine Hearing Exams, Well Child Care Immunizations and Laboratory Tests (Birth to age 21- Unlimited)	100%	$25 copay, then 70%
Routine Mammogram (One per benefit period)	100%	70% not subject to deductible
Routine Pap Test (One per benefit period)	100%	70% not subject to deductible
Routine Prostate Specific Antigen (PSA)	100%	70% not subject to deductible
Routine Endoscopies	100%	70% not subject to deductible
All Routine X-rays, Medical Tests and Laboratory Tests	100%	70% not subject to deductible
Outpatient Services		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Physical & Occupational Therapy - Facility and Professional (40 visits combined per benefit period)	90% after deductible	70% after deductible
Chiropractic Therapy – Professional Only (12 visits per benefit period)	50% after deductible	50% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	90% after deductible	70% after deductible
Cardiac Rehabilitation	90% after deductible	70% after deductible
Emergency use of an Emergency Room [3,7]	$100 copay, then 100%	
Non-Emergency use of an Emergency Room [4,7]	$200 copay, then 90%	$200 copay, then 70%

Benefits	Network	Non-Network
Inpatient Facility		
Semi-Private Room and Board – Including Ancillaries (365 days per in-hospital benefit period[5])	90% after deductible	70% after deductible
Maternity	90% after deductible	70% after deductible
Skilled Nursing Facility (Two days available for each unused in-hospital day)	90% after deductible	70% after deductible
Human Organ Transplants	90% after deductible	70% after deductible
Additional Services		
Allergy Testing and Treatments	90% after deductible	70% after deductible
Ambulance – air if medically necessary	90% after deductible	
Durable Medical Equipment	90% after deductible	70% after deductible
Home Healthcare	90% after deductible	70% after deductible
Hospice Services	90% after deductible	70% after deductible
Private Duty Nursing	90% after deductible	70% after deductible
Mental Health and Substance Abuse – Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	**Benefits paid are based on corresponding medical benefits**	
Outpatient Mental Health and Substance Abuse Services		

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

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

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

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

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

[1]Maximum family deductible. Member deductible is the same as single deductible. 4th quarter carryover applies.
[2]The office visit copay applies to the cost of the office visit only.
[3]Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.
[4]Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.
[5]An in-hospital benefit period is a period of time beginning when the member enters a hospital and ending when he/she has been out for 90 consecutive days.
[6]Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.
[7]COOP – Coinsurance Out-of-Pocket Maximum–Once deductible & coinsurance maximum has been met, all network services will pay at 100%.

Huron-Erie School Employee Insurance Association High Deductible Health Plan

Benefits	Network	Non-Network
Benefit Period	January 1st through December 31st	
Dependent Age Limit	26 Removal upon End of Month	
Blood Pint Deductible	0 pints	
Overall Annual Benefit Period Maximum	Unlimited	
High Deductible (without buy-down Health Plan - Single/Family[1**]	$4,000 / $8,000	$4,000 / $8,000
High Deductible Plan (buy-down) Deductible - Single/Family[1*]	$3,750 / $7,500	$3,750 / $7,500
Requirements for Buy-Down (Deductible change occurs on calendar year basis)	***Complete Screening and/or Physician form and Health Assessment – November 1st.***	***Complete Screening and/or Physician form and Health Assessment – November 1st.***
Coinsurance	70%	50%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	$2,500 / $5,000* $2,250 / $4,500**	$6,250 / $12,500* $6,000 / $12,000**
Coinsurance Out-of-Pocket Maximum (Including Deductible) – Single/Family	$6,250 / $12,500* $6,250 / $12,500**	$10,000 / $20,000* $10,000 / $20,000**
Maximum Coinsurance Out-of-Pocket (**COOP**)[7] (Medical copays paid once deductible and coinsurance out-of-pocket maximum and copays) Single/Family Effective 01/01/14	$6,250 / $12,500* $6,250 / $12,500**	$10,000 / $20,000* $10,000 / $20,000**
Physician/Office Services		
Office Visit (Illness/Injury) [2, 7]	$50 copay, then 100%	$50 copay, then 50%
Specialist Office Visit [2, 7]	$100 copay, then 100%	$100 copay, then 50%
Urgent Care Office Visit [2, 7]	$100 copay, then 100%	$100 copay, then 50%
Preventive Services		
Preventive Services, in accordance with federal law[6]	100%	50% after deductible
Routine Physical Exams	100%	$50 copay, then 50%
Well Child Care Services including Exam, Routine Vision, Routine Hearing Exams, Well Child Care Immunizations and Laboratory Tests (Birth to age 21- Unlimited)	100%	$50 copay, then 50%
Routine Mammogram (One per benefit period)	100%	50% not subject to deductible
Routine Pap Test (One per benefit period)	100%	50% not subject to deductible
Routine Prostate Specific Antigen (PSA)	100%	50% not subject to deductible
Routine Endoscopies	100%	50% not subject to deductible
All Routine X-rays, Medical Tests &Laboratory Tests	100%	50% not subject to deductible
Outpatient Services		
Surgical Services	70% after deductible	50% after deductible
Diagnostic Services	70% after deductible	50% after deductible
Physical & Occupational Therapy Facility and Professional (40 visits combined per benefit period)	70% after deductible	50% after deductible
Chiropractic Therapy – Professional Only (12 visits per benefit period)	50% after deductible	50% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	70% after deductible	50% after deductible
Cardiac Rehabilitation	70% after deductible	50% after deductible
Emergency use of an Emergency Room [3, 7]	$300 copay, then 100%	
Non-Emergency use of an Emergency Room [4,7]	$300 copay, then 70%	$300 copay, then 50%

Benefits	Network	Non-Network
Inpatient Facility		
Semi-Private Room and Board – Including Ancillaries (365 days per in-hospital benefit period[5])	70% after deductible	50% after deductible
Maternity	70% after deductible	50% after deductible
Skilled Nursing Facility (Two days available for each unused in-hospital day)	70% after deductible	50% after deductible
Human Organ Transplants	70% after deductible	50% after deductible
Additional Services		
Allergy Testing and Treatments	70% after deductible	50% after deductible
Ambulance – air if medically necessary	70% after deductible	
Durable Medical Equipment	70% after deductible	50% after deductible
Home Healthcare	70% after deductible	50% after deductible
Hospice Services	70% after deductible	50% after deductible
Private Duty Nursing	70% after deductible	50% after deductible
Mental Health and Substance Abuse – Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	**Benefits paid are based on corresponding medical benefits**	
Outpatient Mental Health and Substance Abuse Services		

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

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

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

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

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[1]Maximum family deductible. Member deductible is the same as single deductible.
[2]The office visit copay applies to the cost of the office visit only.
[3]Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.
[4]Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.
[5]An in-hospital benefit period is a period of time beginning when the member enters a hospital and ending when he/she has been out for 90 consecutive days.
[6]Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.
[7]COOP – Coinsurance Out-of-Pocket Maximum – Once deductible & coinsurance maximum has been met, all network services will pay at 100%.

MEDICAL MUTUAL

Huron-Erie School Employee Insurance Association Prescription Drug Program Wellness Plans

Benefits	Copay	Day Supply
Benefit Period	January 1st through December 31st	
Dependent Age Limit	26 / Removal upon End of Month	
Over the Counter Drugs (Retail Only)		
Proton Pump Inhibitors (i.e., Prilosec OTC – Omeprazole)[1]	$0	30
Retail Program		
Immunization and Generic Contraceptives[2]	$0	N/A
Generic Copayment	$7.50	30
Formulary Copayment	$25	30
Non-Formulary Copayment	$50	30
Home Delivery Program		
Generic Copayment	$15	90
Formulary Copayment	$50	90
Non-Formulary Copayment	$100	90

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

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- Diabetic Supplies
  - Retail: only needles/syringes are covered
  - Home Delivery/Mail Order: all diabetic supplies are covered, including needles/syringes, blood/urine test strips, lancets, alcohol swabs/wipes
- Coverage Management Programs included – Prior Approval, Step Therapy and Quantity Duration.
- Mandatory Mail Order Program – when a member chooses to fill a prescription a third time at a retail Pharmacy, it will be denied and the member will be liable for the full cost of the prescription drug.

Important Information for Diabetics: you may be able to obtain diabetic supplies at no cost to you by participating in MMO's Diabetes Advantage program. If you have questions about the program and/or wish to enroll, please call 1-800-861-4826.

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[1] Proton Pump Inhibitors (PPI's) are a class of drugs that inhibit gastric acid production and are used to treat a variety of gastrointestinal conditions.

[2] Coverage includes Preventive Medications, in accordance with Federal Law.

HESE / Non-Grandfathered Effective 07/01/2013

MEDICAL MUTUAL

Huron-Erie School Employee Insurance Association Prescription Drug Program High Deductible Health Plan

Benefits	Copay	Day Supply
Benefit Period	January 1st through December 31st	
Dependent Age Limit	26 / Removal upon End of Month	
Over the Counter Drugs (Retail Only)		
Proton Pump Inhibitors (i.e., Prilosec OTC – Omeprazole)[1]	$0	30
Retail Program		
Immunization and Generic Contraceptives[2]	$0	N/A
Generic Copayment	$10	30
Formulary Copayment	$50	30
Non-Formulary Copayment	$100	30
Specialty Copayment	$200	30
Home Delivery Program		
Generic Copayment	$20	90
Formulary Copayment	$100	90
Non-Formulary Copayment	$200	90
Specialty Copayment	$400	90

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

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