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STATE EMPLOYMENT  
RELATIONS BOARD  
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**NEGOTIATED AGREEMENT**

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**between the**

**INDIAN VALLEY LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION**

**and the**

**OHIO ASSOCIATION OF PUBLIC SCHOOL  
EMPLOYEES LOCAL #474**

**Effective July 1, 2013 through June 30, 2016**

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
1	Contrary to Law .....	1
2	Recognition and Negotiation Procedure .....	1-2
	2.1 Recognition .....	1
	2.2 Negotiations Procedure .....	1-2
	2.3 Dispute Settlement Procedure .....	2
	2.4 Agreement .....	2
3	Grievance Procedure .....	2-5
4	Reduction in Force .....	5-8
5	Personnel Files .....	9
6	Evaluation and Contracts .....	9-12
7	Leaves .....	12-16
	7.1 Sick Leave .....	12
	7.2 Personal Leave .....	13-14
	7.3 Unpaid Leaves .....	14-15
	7.4 Union Leave .....	15
	7.5 Professional Leave .....	15
	7.6 Bereavement .....	15
	7.7 Assault Leave .....	15-16
	7.8 Family Medical Leave Act .....	16
8	Severance Pay at Retirement .....	17
9	Vacancy .....	17-19
10	Field Trips and Extracurricular Trips .....	19-20
11	Insurances .....	20-24
	11.1 Medical Insurance .....	20-22
	11.2 Life Insurance .....	22
	11.3 Dental Insurance .....	23
	11.4 Retirement .....	23
	11.5 Vision Care Insurance .....	24
	11.6 Section 125 Plan .....	24
	11.7 Insurance Committee .....	24
12	Travel Expenses .....	24
13	Vacation .....	25

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
14	Weather Procedure/Calamity Days.....	25
15	Salary Provisions .....	25-29
	15.1 Previous Experience.....	25
	15.2 Professional Day .....	26
	15.3 Overtime .....	26
	15.4 Pay Periods and Pay Calculations.....	26-27
	15.5 Procedure and Paying Bus Drivers for Extra Trips .....	27
	15.6 Head Cook Hours.....	27
	15.7 Library/Media Center Manager Hours.....	28
	15.8 Pay Differential: Head Cook and Head Custodian .....	28
	15.9 SERS Tax Deferral Pick-Up .....	28-29
	15.10 Temporary Classification.....	29
16	Classified Wage Rate Schedules.....	29
17	Substitutes .....	29-30
18	Seniority.....	30
19	General Provisions.....	30-33
	19.1 School Schedule.....	30
	19.2 Distribution of Agreement .....	30
	19.3 Certification Renewal .....	31
	19.4 Call-In Time.....	31
	19.5 Tuition Waiver .....	31
	19.6 Mandatory Meetings .....	31
	19.7 First Aid and CPR.....	31
	19.8 Job Descriptions.....	31
	19.9 Alcohol and Drug Testing.....	31-32
	19.10 No Strike – No Lockout.....	32
	19.11 Use of Personal Vehicle.....	32
	19.12 Reimbursement for Tools .....	32
	19.13 Head Groundskeeper.....	32
	19.14 Cameras and Surveillance.....	32
	19.15 Voluntary Docking.....	32-33
	19.16 Consideration of Current Employees.....	33
	19.17 Use of Students in Cafeterias.....	33
	19.18 Abolishment of Bus Route(s).....	33
20	Obligation to Negotiate.....	33-34
21	Discipline Procedure.....	34
22	Dues Checkoff .....	34-35

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
23	Holidays .....	35
24	Duration and Intent of Agreement .....	35-36
25	Agreement and Signatures .....	36

Appendices

A	2013-2014 Salary Schedule .....	37
B	2014-2015 Salary Schedule .....	38
C	2015-2016 Salary Schedule .....	39
D	Personal Leave Form .....	40
E	Medical, Dental and Vision Insurance Specifications .....	41-44

## ARTICLE 1 – CONTRARY TO LAW

- 1.1 If any provision of this Agreement or any application of the Agreement to any employee or group of employees is found to be contrary to law by a court of competent jurisdiction, then such provision or application shall be deemed to be invalid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. In this event, the parties shall meet within thirty (30) days to attempt to negotiate replacement language which was made invalid by such declaration.

## ARTICLE 2 – RECOGNITION AND NEGOTIATION PROCEDURE

### 2.1 Recognition

The Indian Valley Local School District Board of Education, hereinafter referred to as the “Board,” recognizes the Ohio Association of Public School Employees, Local #474, hereinafter referred to as the “Union,” as the sole and exclusive representative of all employees eligible for membership in the bargaining unit as defined in paragraph 2 below.

For purposes of recognition, the “Bargaining unit” shall include all classified personnel and aides except substitutes, and District office personnel.

### 2.2 Negotiations Procedure

Either the Union or the Board may initiate negotiations by filing a notice to negotiate with the other party within ninety (90) days prior to the expiration of the Agreement. Within fifteen (15) working days of the transmittal of said notice, the parties shall jointly and mutually establish a date for the first negotiations session. The first negotiations session shall be for the purpose of exchanging proposals and determining any ground rules deemed necessary. At any negotiations session either party may be represented by no more than seven (7) representatives.

#### 1. Caucus

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

#### 2. Reaching Agreement

As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall be construed as tentative agreement by both parties on that item or issue, subject to finalization by ratification by the membership of the Association and adoption by the Board.

3. Protocol

No action to coerce, censor, or penalize any participant in negotiations shall be made or implied by any other negotiator or member of either party so represented. Both sides agree to conduct themselves in a professional and non-personal manner.

2.3 Dispute Settlement Procedure

If after forty-five (45) calendar days prior to the expiration of the Agreement, agreement has not been reached on all items under negotiations, either party may call for the services of the Federal Mediation and Conciliation Service (FMCS) to assist in negotiations. If a party calls for FMCS involvement, the other party shall join in a joint request. Both parties agree that this procedure is the final step in the dispute settlement procedure.

1. News Release

No news release will be issued by either party during the process of negotiations. This "gag order" will be lifted at the declaration of an impasse. A copy of any news release will be given to the other party twenty-four hours prior to release.

2.4 Agreement

When final agreement is reached through negotiations, the outcome shall be reduced to writing and submitted to the Union for ratification by the Union, the Agreement shall be submitted to the Board. Upon official adoption by the Board, the Agreement shall be signed by both parties.

**ARTICLE 3 – GRIEVANCE PROCEDURE**

3.1 Purposes and Objectives

1. The primary purpose of this procedure shall be to obtain, at the lowest possible level and in the shortest possible time, equitable resolution of grievances.
2. All parties agree that grievance proceedings should be handled in a confidential manner.
3. The time limits in this procedure may be extended by mutual agreement of both parties.

3.2 Grievance Defined

A grievance is an alleged violation, misapplication or misinterpretation of this negotiated Agreement.

### 3.3 Lodging a Grievance

1. The lodging of a grievance shall be the right of:
  - a. An individual employee;
  - b. A group of two (2) or more members of the bargaining unit with a complaint arising under similar circumstances;
  - c. The Union.
2. The employee(s) or Union shall have the right to withdraw a grievance at any time without prejudice or record.
3. Any grievance that does not pertain to the immediate supervisor shall be taken to Step 3 of this procedure.
4. The employee(s) filing the grievance shall have the right, beyond step 1, to have a representative of the Union appear at all steps of the grievance procedure.
5. The written grievance shall be on a standard form supplied by the board.

### 3.4 Miscellaneous Provisions

1. The Board reserves the right to be represented by counsel.
2. All documents, communications and records, dealing with the processing of grievance shall be filed separately from the personnel files of the participants.
3. The sole remedy available to any employee for any alleged breach of the grievance definition or any alleged violation of his/her rights hereunder shall be pursuant to the grievance procedure, provided however, that nothing contained herein shall deprive any employee of any legal rights which he/she presently has.
4. Grievance procedure meetings called during the school day by the Board or Administration shall be held without loss of pay to the employee.

### 3.5 Grievance Procedure

1. Step 1
  - a. The employee, shall have the right to file a written grievance with said employee's immediate supervisor. If such grievance is not filed within ten (10) scheduled working days after the grievant knew or should have known of the alleged grievance, said grievance shall no longer exist. The employee shall also inform the Union's Grievance Committee.
  - b. The immediate supervisor shall take action on the written grievance within five (5) scheduled working days after receipt of said grievance. The action taken and the reasons for the action shall be reduced to writing and

copies sent to the Employee, the Superintendent, and the Union's Grievance Committee.

2. Step 2

- a. If the action taken by the immediate supervisor does not resolve the grievance to the satisfaction of the employee, such employee may appeal, in writing, to the Superintendent. Failure to file such appeal within five (5) scheduled working days from receipt of the written memorandum of the immediate supervisor's action on said grievance shall be deemed a waiver of the right to appeal.
- b. Within five (5) scheduled working days after the receipt of the written grievance by the Superintendent, he/she shall meet with the aggrieved person in an effort to resolve the grievance. The Superintendent shall take action on the written grievance within five (5) scheduled working days after the conclusion of said meeting.
- c. The action taken and the reason for the action shall be reduced to writing and copies sent to the employee, the immediate supervisor and the Union's Grievance Committee.

3. Step 3

- a. If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the employee such employee may submit the grievance, in writing, to the Board.
- b. The notice of appeal shall be sent to the Superintendent and the Treasurer of the Board. Failure to file such an appeal within five (5) scheduled working days from the receipt of the memorandum of the Superintendent's action on said grievance shall be deemed a waiver of the right to appeal.
- c. The Board shall set a meeting date and notify the aggrieved employee within five (5) scheduled working days after the notice of appeal has been filed with the Treasurer of the Board. The meeting between the Board and the aggrieved shall occur within thirty (30) days or at the next regularly scheduled Board of Education meeting, whichever occurs first.
- d. The Board shall act upon the grievance within five (5) scheduled working days from the date the aggrieved appears before the Board.
- e. The action taken and the reasons for the action shall be reduced in writing and copies sent to the Employee, the immediate supervisor, the Superintendent, and the Union's Grievance Committee.

4. Step 4

- a. If the action taken by the Board does not resolve the grievance to the satisfaction of the Union, the Union may submit the grievance to arbitration. Failure to file such appeal within twenty (20) scheduled

working days from receipt of the memorandum of the Board on said grievance shall be deemed a waiver of the right to appeal.

- b. Upon submission of the issue to arbitration, the Union shall petition the American Arbitration Association (AAA) for a panel of seven (7) arbitrators. The arbitrator shall be selected according to AAA's voluntary rules. Either party shall have the right to request a second list of arbitrators.
- c. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any terms of the written provisions of this negotiated Agreement.
- d. The decision of the arbitrator shall be final and binding upon the parties.
- e. The costs of the arbitrator and hearing shall be paid by the losing party.

#### **ARTICLE 4 – REDUCTION IN FORCE**

##### **4.1 Procedures**

In the event it becomes necessary to reduce classified staff due to abolishment of position, lack of funds, lack of work or building closures, the following procedure shall govern such reductions.

1. Prior to the Board initiating such reduction in the classified staff, the Administration shall meet with the Union to discuss these reductions.
2. The number of employees affected by reductions shall be kept to a minimum by not employing replacements, insofar as is practical, for employees who resign, retire or otherwise vacate a position.
3. Whenever it becomes necessary to lay off employees for the reason stated above, affected employees shall be laid off according to seniority within the classification, with the least senior employee laid off first. Seniority shall be defined as the uninterrupted length of continuous service with the Board in a particular job classification computed from the latest date of hire or appointment to their present classification. Authorized Leaves of Absence shall not constitute an interruption of continuous service, but no seniority shall be earned while on leave. In the case of identical seniority the Local Superintendent shall determine which employee shall be laid off first.

4. The following classification series shall be used for the purpose of defining classification seniority and displacement rights in the event of reductions in force:

a. Cafeteria

- 1) Head cooks
- 2) Regular cooks

b. Custodial

- 1) Head custodian
- 2) Regular custodian

c. District Maintenance

d. Secretarial

e. Bus drivers – regular routes

f. Bus mechanics

- 1) Head mechanic
- 2) Mechanic/General Laborer

g. Aides

- 1) Educational Aide (may have some non educational duties)
- 2) Non Educational Aide

h. Library/Media Center Manager

If the Board determines to reduce a position in one of the above areas, it shall lay off the least senior employee in the area affected. However, if this employee has greater seniority, than an Aide in another area, he/she may displace a less senior employee in that area. (The least senior employee would then be placed on the RIF list.) He/she must successfully complete a thirty (30) day trial period. At the end of the trial period (or sooner by mutual agreement) the employee shall be given the job or, if he/she cannot fulfill the duties as determined by the Superintendent, shall be placed on the RIF list and the less senior employee recalled.

5. The Board shall, upon the recommendation of the Superintendent, determine in which classification the lay off should occur and the number of employees to be laid off. In the classification of lay off, employees with a one (1) year contract shall be laid off before any employee in that classification employed under a continuing contract is laid off.

6. Employees shall be notified at least thirty (30) days prior to the effective date of lay offs. The Administration shall prepare and give to each employee a list containing names, seniority dates and classifications, and indicate which employees are to be laid off. Each employee to be laid off shall be given advance written notice of the lay off. Each notice of lay off shall state the following:
  - a. Reasons for the lay off or reduction.
  - b. The effective date of lay off.
  - c. A statement advising the employee of their rights of reinstatement from the lay off.
  
7. Displacement Rights
  - a. Any employee affected by such a reduction shall be granted displacement rights. Displacement shall be exercised on the basis of classification seniority. Any employee affected by such a reduction may displace any less senior employee in their classification.
  - b. Displacement rights in the classification series: In classification series having more than one classification, any employee displaced from a classification may displace any less senior employee in the next lower classification in that series, providing their classification seniority is greater. Employees in a lower classification may not displace an employee in a higher classification.
  
8. For the classification in which lay off occurs, reassignment or reinstatement shall be in the classification at the time of lay off except that employees who at the time of reduction held a position in the Head cook, Head custodian, classifications shall also have recall rights to the lower classifications in their series. The Board shall prepare a reinstatement list and name all employees employed under a one (1) year contract. These employees shall be placed on the reinstatement list in reverse order of lay off. The names of all employees employed under a continuing contract status shall be placed on a separate reinstatement list in reverse order of lay off. Reinstatement shall be made from the continuing contract list before any employee is reinstated from the one (1) year contract list or any new employees are hired in that classification. Classified employees non-renewed or terminated for other than reduction in force shall not appear on these lists.
  
9. Vacancies
  - a. Vacancies which occur in the classification of lay off shall be offered to the employee standing highest on the lay off list before the next person on the list may be considered. Provided, however, that the position has first been offered to employees in the classification with greater classification seniority, unless the position is the one that was held by the senior person on the lay off list from that classification. An Aide recalled into one of the areas in which he/she never held a position must successfully complete a thirty (30) day trial period. If he/she does not successfully complete the trial period, he/she shall be returned to the RIF list.

- b. The employee shall be notified, in writing, by Registered or Certified Mail addressed to the classified employee's last known address. The employee shall have ten (10) calendar days from the date of receipt in which to respond. After that time, the employee will be considered as declining the position.
  - c. It is the responsibility of the classified employee to notify the Superintendent of any change in address, phone number, etc., by Registered or Certified Mail. Any employee who declines reinstatement shall be removed from the reinstatement list.
10. If a position is not filled by an employee in the classification in which the lay off occurred, an employee from another classification may apply and be considered for the position, if the employee is qualified.
  11. The employee's name shall remain on the reinstatement list for a maximum of thirty-six (36) months from the effective date of lay off. If reinstated from lay off during this period, such employee shall retain all previously accumulated seniority, all rights related to salary, fringe benefits, and a notice of reinstatement shall be made by Registered or Certified Mail.
  12. No reduction of salary shall be made in an employee's salary in reinstatement. If a salary rate is higher for the new assignment or at reinstatement, the higher salary rate shall prevail.
  13. This is the only procedure other than termination and/or nonrenewal that can be used to reduce the number of staff positions.

#### 4.2 Insurance Coverage During Layoff

1. An employee may continue with the District's group insurance policies for a period of two (2) full years by notifying the Treasurer, in writing, at the time of Reduction in Force. This two (2) year period shall run concurrently with Federal COBRA rights.
2. The full premium must be paid, before the first of each month, by the employee on those policies he/she wishes to keep in force.
3. The payment must be made to the Board.
4. This provision is applicable upon approval of the carrier.

#### 4.3 Memorandums of Understanding

Memorandums of Understanding that are added to the contract and are voted on by the union and agreed to by the Board shall flow into the contract.

## **ARTICLE 5 – PERSONNEL FILES**

- 5.1 The Board shall maintain only one official personnel file which shall be located in the District Office for all employees. The purpose of the files is to serve as the official repository of job related information.
- 5.2 Each employee shall be provided one (1) copy of any material placed in his/her personnel file. The Board agrees to distribute to third parties only those items which are public records under law. No anonymous material shall be placed in an employee's personnel file.
- 5.3 Each employee, upon request, shall have the right to review the contents of his/her own personnel file. The review shall be made in the presence of the Local Superintendent or his/her designee. The employee may request a copy of any or all materials in his/her file. This access may occur, depending upon the availability of the Local Superintendent or his/her designee, at any time during the normal workday, provided it does not interfere with the employee's assigned duties. This access must be made available to the employee within five (5) working days following the request for access.
- 5.4 The Board shall protect the confidentiality of bargaining unit member personnel files to the fullest extent of applicable law. At no time and under no circumstances shall an employee's confidential personnel file be opened to the public or any part of its contents be revealed, conveyed or in any matter transmitted to the public or members of the news media by the Board, until the employee has been notified of the request to view the file and has been given a reasonable opportunity to be present when the file is opened.
- 5.5 The employee shall have the right to be accompanied by a person of his/her choice when reviewing the file and shall have the right to respond, in writing, to material in the file. Said response shall be attached to, and become a part of, the file.
- 5.6 Obsolete material may be removed from the file only upon the recommendation of the Local Superintendent.
- 5.7 Information detrimental to the re-employment of the employee will not be placed in the official Personnel File in the District offices without the knowledge of the employee.

## **ARTICLE 6 – EVALUATION AND CONTRACTS**

### 6.1 Administrative Responsibility to Evaluate

All employees recognize the right, duty and responsibility of the Principal and/or Coordinator of Classified Personnel to make periodic evaluations of their performance. All monitoring and observation of the performance of an individual in connection with such evaluation shall be conducted openly and with full knowledge of the individual.

## 6.2 Evaluation Instrument

1. An instrument for evaluating school personnel is desirable for contributing to the ultimate goal of creating the best possible educational environment for students and those people fulfilling the needs of students. The District objectives of such instrument are:
  - a. To provide systematic procedures in personnel performance evaluation to increase individual effectiveness.
  - b. To provide for an appraisal of personnel toward improving the quality of the total school program.
  - c. To provide, through the immediate supervisors, a method of accountability to the Board.
  
2. The evaluation of school personnel needs to be subjective to increase effectiveness of the employee and objective to meet accountability requirements. Recommendations of the evaluator must be composite of both phases of the evaluation.
  - a. The subjective section should clearly describe the observation. Suggestions for improvement should follow in like manner when the stated observation indicates need.
  - b. The evaluation is to be completed prior to the employee evaluator conference. It may be revised at the time of the conference.
  - c. The evaluation forms are to be forwarded to the Superintendent, where they will become part of the employee's file.
  
3. The evaluation may address itself to four (4) areas relating to the assignment and five (5) associated with people. These areas are as follows:
  - a. Assignment
    - 1) Comprehension of
    - 2) Preparation for
    - 3) Execution of
    - 4) Care of facility and equipment related to
  
  - b. People
    - 1) Educational environment
    - 2) Emphatic with supervised
    - 3) Compatible with associates
    - 4) Adjustment capabilities
    - 5) Public relations

### 6.3 Evaluation Procedures and Timelines

The following procedures are to be utilized in appraising employees. Appraisal is the immediate supervisor's responsibility, with assistance from the Superintendent, as deemed necessary.

1. Employees whose contract does not expire at the end of the current year shall be formally evaluated at least once during the school year.
  - a. Completed prior to the end of the school year.
  - b. Should the need arise, in the judgment of the immediate supervisor and/or Local Superintendent, more than one (1) evaluation may be completed.
  - c. An employee may request a formal evaluation at any time.
2. Employees who are on limited contracts, shall be evaluated a minimum of two (2) times.
  - a. The first evaluation shall take place prior to the completion of six (6) months of employment in that contract year.
  - b. The second evaluation shall take place prior to the completion of twelve (12) months of employment in that contract year.
  - c. Should the need arise, in the judgment of the immediate supervisor and/or Local Superintendent, more than two (2) evaluations may be requested.
  - d. Any employee may request a formal evaluation at any time.

### 6.4 Contracts

1. All employees new to the District shall receive a one (1) year contract. This contract shall cover one (1) full calendar year (twelve months) from the initial date of employment. The first year of service shall be considered a probationary period, with the Board retaining the right to terminate the employee's service at any time during the period by Board resolution and notice to the employee. The employee shall not have the right to resort to the grievance procedure or any other legal avenues to challenge his or her termination during the probationary period.
2. At the end of the initial year of employment, the classified employee, if she or he is retained, shall receive another one-year contract. That contract may not be terminated during its term except for cause, with such termination subject to the grievance procedure. If the second one-year contract is to be recommended for non-renewal, the employee will be provided reasons, in writing, for the Superintendent's recommendation. The employee will have the right to meet with the Superintendent in advance of the Superintendent's submission of the non-renewal recommendation to the Board and shall have the right of representation in the meeting with the Superintendent.

3. All employees who are re-employed after completion of the initial one-year probationary contract and second one year limited contract shall receive a continuing contract and shall only be terminated for just cause.

## ARTICLE 7 – LEAVES OF ABSENCE

### 7.1 Sick Leave

1. A maximum of two hundred fifteen (215) days may be accumulated for nine (9), ten (10), and eleven (11) month employees. A maximum of two hundred twenty-three (223) days may be accumulated for twelve (12) month employees.
2. Employees shall earn sick leave at the rate of one and one-fourth (1-1/4) days for each month of employment for a total of fifteen (15) days per year. Sick leave may be used for absence due to illness, pregnancy, injury, exposure to contagious disease and for absence due to illness, injury or death in the employee's immediate family.
3. The immediate family is defined as spouse, mother, father, sister, brother, children, stepchildren, grandparents, grandchildren, step-grandchildren, grandparents-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or an individual for which the employee possesses power of attorney rights.
4. The previously accumulated sick leave of a person who has been separated from public service, whether accumulated pursuant to O.R.C. §3319.141 shall be placed to his/her credit upon his/her re-employment in the public service, provided that such re-employment takes place within ten (10) years of the date of the last termination from public service.
5. Each newly hired employee and each regular employee who has exhausted his/her accumulated sick leave shall be entitled to an advancement of five (5) days of sick leave each school year, to be charged against sick leave he/she subsequently accumulates under this section.
6. Should an employee terminate his/her employment prior to earning five (5) days advanced sick leave the Board is authorized to deduct from the final salary of the employee an amount equal to the number of said days paid in excess of sick leave actually earned at the date services are terminated.
7. Require a Doctor's Excuse under the following conditions:
  - Upon the use of three (3) consecutive sick days
  - Upon the use of six (6) or more sick days in any 30 day time frame
  - Upon the use of nine (9) or more sick days in any academic year (July 1 – June 30).
8. Except in cases of unforeseen emergency, employees to report off to their supervisor by 9:00 pm the night before or at least two (2) hours to the start of an afternoon shift.

## 7.2 Personal Leave

Each classified employee shall earn three (3) days of personal leave per year. Two (2) days shall be “unrestricted”, but with the following qualifications:

The days may not be used during the first week or last week of school, nor on the day before or day after a holiday. Also, the employee warrants that these days shall not be used for Recreational purposes. The remaining one day shall be restricted in nature.

1. The Superintendent shall be authorized to grant to an employee, as stated above, restricted personal leave of absence from his/her duties. Personal leave is to be granted only upon request, in writing, made at least two (2) days before the period of absence is to be (except in emergency conditions included under Item 3 below). The request for leave shall state fully the reason for such absence.
  - a. The Superintendent shall, in his full discretion, grant such leave of absence and if granted, the applicant shall not suffer any loss of salary for such absence. This decision shall be final and not subject to the grievance procedure.
  - b. Such days shall not be deducted from the employee’s accumulated days of sick leave.
  - c. Such absence can not be used for a purpose which would be chargeable to sick leave.
2. Specific events or circumstances beyond the control of the employee for which restricted leave shall be granted, upon prior written request are:
  - a. Attendance upon the wedding celebration of a member of the immediate family.
  - b. Attendance upon the graduation ceremonies of a member of the immediate family or for a school-sponsored “Grandparents’ Day” for employee’s grandchildren only.
  - c. Required attendance by the person at an institution of higher learning for the purpose of examination, graduation, and/or registration for procuring a degree necessary or appropriate to the duties of the person.
  - d. Religious holidays.
  - e. Attendance upon the funeral ceremonies of a relative or close friend or by performing as pall bearer at any funeral [one (1) day notice].
  - f. Attendance upon the leaving or return of a spouse or son/daughter from the Armed Forces Overseas Service.
  - g. Attendance in a court of law as plaintiff, defendant, witness or otherwise as a part of the proceedings.



- a. A written and signed statement from a licensed physician stating the reason and duration.
- b. The portion of the requested leave taken by an employee, due to pregnancy may, at the employee's option, be charged to her available sick leave.
- c. An employee returning from such leave shall furnish a written signed statement, from a licensed physician, that he/she is able to resume his/her duties.
- d. The Board may require an initial or additional examination by a physician appointed by the Board.

#### 7.4 Union Leave

1. The Board agrees to permit the Ohio Association of Public School Employees delegates to attend the annual OAPSE Conference without the loss of salary but each such employee must pay their own expense(s) to attend such meeting.
2. Delegates shall not exceed three (3) in members and shall be determined by the Ohio Association of Public School Employees organization and not exceed a total of three (3) days per employee. Notification of delegates shall be provided at least ten (10) working days in advance of said meeting.
3. All bargaining unit members may attend union meetings and then return and finish their shift without loss of pay, under the following guidelines:
  - a.. Meetings must begin after 3:00 p.m. if held on a school day. Time lost while attending the meeting must be made up at the end of that employee's shift.

#### 7.5 Professional Leave

An employee shall receive paid release time and expenses for days on which he/she has prior approval for the purpose of attending professional meetings. The Superintendent will have the authority to approve such release time and expenses, provided such activities are within budget allocations for that purpose.

#### 7.6 Bereavement Leave

Employees are entitled to three (3) days leave with pay for the death in the immediate family as defined in 7.1. If the death should require extensive travel two (2) days of sick leave may be added upon approval of the Superintendent. The use of bereavement days shall be on the working days immediately before, during or after the funeral of the immediate family member.

#### 7.7 Assault Leave

- a. Any employee who is absent due to physical disability resulting from an unprovoked assault which occurred in the regular course of his/her employment

with the Board shall be entitled to a paid leave of absence. Course of employment is defined as activities engaged in during school hours, plus those Indian Valley Local District extra curricular activities where the employee is present.

- b. Any employee seeking assault leave shall be required to file juvenile or criminal charges against the person(s) making the assault, if known, and to testify as a witness in connection with any juvenile, criminal and/or school disciplinary action taken against the offender. Any employee seeking assault leave shall file a signed statement of the incident with the Superintendent setting forth the date for the occurrence, nature of the injury, name of the individual(s) involved, if known, and describing the facts surrounding the assault. If medical attention is required, a certificate from a licensed physician must be provided stating the nature of the disability and its duration. Falsification of either a signed statement or a physician's certificate is grounds for suspension or termination of employment. The employee shall furnish such additional information as may be requested by the Superintendent to assist in disciplinary action against the offender to determine the employee's eligibility to receive assault leave. Final determination as to whether or not the physical disability is a result of an assault which occurred in the course of Board employment shall be made by the Board.
  
- c. Leave granted under this section shall not be charged against sick leave or leave granted under any other section of this agreement. The employee receiving assault leave shall receive all pay benefits as if receiving sick leave. Deducted from this amount will be any compensation received under the Workers Compensation Act of Ohio (required to apply) or from other employment. Duration of the leave shall not exceed sixty days, and is subject to the end of the employee's limited term contract (only if non-renewed), the resignation of the employee, their termination of the employee, or eligibility for retirement benefits by the retirement system because of age or disability. An additional sixty days may be approved by the Board upon presentation of documented evidence justifying the request. The Board may require an examination, at any time during the leave, by a physician appointed by the Board.

## 7.8 Family Medical Leave Act

The Board agrees to comply with the Federal Family Medical Leave Act (FMLA).

For the duration of FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" under the conditions coverage would have been provided but for the leave.

Upon return from FMLA leave, most employees entitled under FMLA must be restored to their original or equivalent positions and equivalent pay, benefits, and other employment terms.

In accordance with the FMLA, the use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

**ARTICLE 8 – SEVERANCE PAY AT RETIREMENT**

- 8.1 The Board, in accordance with O.R.C. §§143.29 and 3319.141, establishes severance payments to employees at retirement under the following provisions:
- 8.2 An employee may elect, at the time of retirement (defined as service retirement as specified in O.R.C. §3307.58 and §3309.34), from active service with the Indian Valley Local Schools and with five (5) or more years of service with any political subdivision where sick leave is accrued and transferable, to be paid in cash for the value of his/her accrued but unused sick leave credit.
- 8.3 Payment will be made at the rate of one-third (1/3) of the employee’s accumulated sick leave to a maximum of sixty (60) days.
- 8.4 Such payments shall be based on the employee’s per diem rate of pay at the time of retirement.
- 8.5 Payments for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time.
- 8.6. Such payment shall be made only once to any employee.
- 8.7 The written request for payment shall be submitted to the Board for approval along with a declaration and a request for retirement.
- 8.8 Such payment shall be made no later than thirty (30) days after the effective date of retirement with the State Retirement System.
- 8.9 Retirement must be applied for within one (1) year from the time employment is severed with the Board.
- 8.10 In the event of the death of an employee eligible for severance pay under SERS Rules and Regulations, the employee’s beneficiary designated on his/her SERS Policy shall receive the severance benefits subject to the provisions above.

**ARTICLE 9 – VACANCY**

9.1 A vacancy is created by:

- |                |                               |
|----------------|-------------------------------|
| 1. Resignation | 5. Creation of a new position |
| 2. Retirement  | 6. Death                      |
| 3. Non-renewal | 7. Transfer                   |
| 4. Termination |                               |

The Board maintains all rights given in Article 4 – Reduction in Force when determining whether or not to employ replacements.

9.2 A leave of absence or extended illness in excess of ninety (90) calendar days shall be considered a temporary vacancy which shall be posted and filled in accordance with 9.3. Upon an employee’s return to work from the leave/extended illness, the temporary

employee shall return to his/her former position. A subsequent temporary vacancy created by this procedure shall not be posted for bid as a temporary position.

### 9.3 Procedure for posting and filling a vacancy:

1. The Superintendent shall cause to be posted in all work areas and the Bus Garage, and sent to the President of the Union a notice of all vacancies as they occur. The posting place shall be accessible to all employees. Employees whose job duties do not require them to frequent the bus garage or school buildings as identified by the Union shall be notified by mail. When school is not in session, the Superintendent shall send notices of all vacancies, as they occur, to all classified employees.
2. The notice of vacancy shall contain the date issued, classification, position location, work schedule, starting date, and where to apply.
3. Employees shall have the right to bid on positions which do not conflict in schedule with the current position. No bids will be accepted before or after the posting dates.
4. Vacancies shall be filled on the basis of the Local Superintendent's evaluation of qualifications/seniority of the applicants and/or employee, subject to the confirmation by the Board. Should there be more than one applicant for any vacancy and the training, experience, and other qualifications be equal, the most senior employee shall be recommended for the position.
5. Any vacancy shall remain posted and applications shall be accepted for a minimum of five (5) working days from the date of posting. No bids will be accepted after 4:00 p.m. on the fifth working day.
6. An employee appointed to fill a vacancy shall serve a probationary period not to exceed thirty (30) working days. If the employee is appointed from another classification as defined in Article 4, and the Superintendent determines that additional time is needed, the Superintendent and the Local President shall mutually agree to extend the probationary period up to an additional thirty (30) days. If such employee's performance is unsatisfactory, in the opinion of the Superintendent, he/she shall be reassigned to his/her former position at the salary or wage rates, rights and privileges earned prior to his/her appointment to the vacancy.
7. The notice of vacancy and applications shall be prescribed by the Superintendent.
8. If an employee wishes to bid on a position, that employee may request a bid sheet. The top half of the sheet is to be kept by the employee, and the bottom half submitted to the Coordinator of Classified Personnel.
9. Bargaining unit members will be considered first in the hiring procedures, with seniority among candidates also considered. When a bargaining unit member applies for a job within their classification, they shall be granted an interview. However, it is recognized that this language does not take away any management

rights, specifically the right to employ the candidate of management's choice for any position.

#### 9.4 Seniority

"Seniority" is defined in Article 18 – Seniority.

### **ARTICLE 10 – FIELD TRIPS AND EXTRA CURRICULAR TRIPS**

- 10.1 The District shall maintain an extra curricular/field trip seniority call roster. This call roster shall bear the names of all regular route drivers wishing to take such trips. Substitutes shall be used only when regular route drivers are not available. Extra curricular/field trips shall be granted on a seniority rotation basis of those desiring to take such trips for all trips that are paid from the general fund. The seniority rotation will be used for all trips paid from activity or other special funds if volunteer drivers are not available. Trip sheets shall be made available to drivers of extra curricular/field trips. Sheets will include trip description, suggested routes and whether or not meals will be eaten and where.
- 10.2 Trips paid for from other funds are defined as FFA, Band and those activities listed on the extra curricular salary schedule. Teacher drivers are not eligible for extra curricular/field trips during school hours.
- 10.3 The seniority call roster shall be established at the beginning of each school year and shall be used throughout the school year and during the summer months. A questionnaire shall be distributed to all regular drivers requesting that it be returned. The seniority call roster shall be established from these questionnaires in order of seniority.
- 10.4 A regular driver who can not take a field trip during the day because of another run, shall not go to the end of the roster, but will be eligible for other extra curricular/field trips as their name comes up on the seniority call roster. (They will be picked up in proper order for trips that they are able to take.)
- 10.5 A driver who declines a trip because of other regular work or previous commitment shall be assigned to the bottom of the roster and will not be eligible to take another trip until their name reaches the top of the seniority call roster.
- 10.6 Drivers wishing to take trips requiring that a substitute be provided for their run shall be docked for that portion of their regular run that they do not complete. The intent of this article is that drivers could have the option of having a substitute drive a portion of their day's run (example: morning route or afternoon route), but not a portion of a portion of a day's run (example: part of their afternoon run).
- 10.7 If a trip is canceled and rescheduled, the driver scheduled to take the original trip shall have the rescheduled trip if he/she is available.
- 10.8 Drivers shall be contacted at least twenty-four (24) hours prior to the scheduled date of the extra trip except in an emergency. If a driver is not contacted at least twenty-four (24) hours prior to the scheduled date of the extra trip, he/she shall have the right to refuse without going to the bottom of the call roster.

- 10.9 Details of any overnight trip shall be worked out between the driver and the activity sponsor subject to approval by the Principal and the Local Superintendent.
- 10.10 Payment of the driver for extra trips shall follow the procedure outlined in Article 15 of this Agreement.
- 10.11 The drivers' names may be removed from the seniority call roster upon written notice from the driver.
- 10.12 Only drivers on the seniority call roster to drive shall be called. A driver may add his/her name to the seniority call roster at any time, upon written notice.
- 10.13 The District may use vans (i.e. vehicles other than school buses designed by the manufacturer to transport nine (9) passengers or less not including the driver, 3301.89); for the transportation of students when it is determined that it cannot reasonably provide school bus transportation.
  1. Vans regularly used for extra curricular or field trips must be driven by drivers who have met all educational and physical requirements set forth by Ohio Law for the transportation of students.
  2. Vehicles regularly used for these trips must meet all safety standards set forth by Ohio Law.
  3. Large passenger vans (including twelve (12) to fifteen (15) passenger vans) are prohibited by Ohio Revised Code 4511.01 9f) and the National Traffic Motor Vehicle Safety Act. 1. These regulations apply to all vehicles, regardless of ownership, in the transportation of children (12-12-2001).
  4. Indian Valley Bus Drivers will be used first for all such transportation.
  5. The Board agrees not to fragment the transportation of an activity to circumvent the assignment of Indian Valley School Bus Drivers.

## ARTICLE 11 – INSURANCES

### 11.1 Medical Insurance

1. Coverage
  - a. Full Time Employees

The Board shall pay the cost of medical insurance for a PPO Plan for all full time (25 hours or more per week) employees, single and family coverage, by application only. Effective July 1, 2013, the employee shall contribute Fifty Dollars (\$50.00) per month for family coverage and Twenty-Five Dollars (\$25.00) per month for single coverage; effective July 1, 2014, the employee shall contribute Fifty-Five Dollars (\$55.00) per month for family coverage and Twenty-Eight Dollars (\$28.00) per month for single coverage; effective July 1, 2015, the employee shall contribute

Sixty Dollars (\$60.00) per month for family coverage and Thirty Dollars (\$30.00) per month for single coverage.

b. Part Time Employees

Part time (25 hours or less per week) employees, employed after July 1, 1997, shall receive coverage on a pro-rata basis based upon one hundred percent (100%) of the cost of medical insurance. Pro rata shall be the percentage of the number of hours the employee is regularly assigned to work each week divided by 25 hours. For example, for an employee who works 20 hours per week, the Board would pay eighty percent (80%) of the premium and the employee would pay twenty percent (20%) of the premium. Part time employees employed prior to July 1, 1997, shall contribute the same as the full time employees for medical coverage.

c. The terms and conditions of the policy coverage shall be the same as currently provided to all other employees in the District.

2. Coverage is by application only, through the Treasurer's Office.
3. In cases where the husband and wife are employed in the school district, they are entitled to two (2) single policies or one (1) family policy.
4. Open period for all employees is during the month of September with coverage becoming effective October 1.
5. Employees hired during the school year have thirty (30) days in which to apply for coverage.
6. Employees who are now covered by another carrier through their spouse and who lose-said coverage may apply for coverage under the Indian Valley Local School District's Plan at any time.
7. Upon termination of employment, the coverage listed in this rule will expire as indicated below:
  - a. For employment termination prior to the end of the contract year, the insurance coverage will expire at the end of the month of employment termination.
  - b. For employment terminating at the end of the contract year, the insurance coverage will expire at the end of the month during which the last payroll check is received.
8. Rehired employees shall be treated as new employees.
9. The Board shall select the carrier, with coverage being equal to, or better than, the coverage specified in this Agreement, on June 30, 1999.

10. A summary of the medical, dental, and vision insurance specifications is Appendix E to this Agreement.
11. Any member of the bargaining unit who is currently participating in hospitalization, surgical and major medical insurance, and who declines to continue coverage will have the opportunity of a Six Hundred Dollar (\$600.00) buy-out for single coverage or a One Thousand Dollar (\$1,000.00) buy-out for family coverage. If this option is taken, the member is not eligible for insurance for one year unless there is a change in status affecting the member's eligibility for other coverage.

For part time employees who contribute a portion of their insurance premium, the buy-out will be a pro-rata amount based upon the percentage of board contribution.

For employees who begin service after September 30, the buy-out will be a pro-rata amount based upon the number of months of employment out of a 12 month insurance contract year, based upon a standard starting date of October 1.

For employees who wish to re-initiate coverage prior to the end of the contract year, the district will receive from the employee a pro-rata refund via payroll deduction based upon months of coverage remaining in the contract year.

Application for insurance buy-out must be made by September 30 to the Board Treasurer. Payment will be made in lump sum on or about October 15.

#### 11.2 Life Insurance

1. Twenty Thousand (\$20,000) dollars.
2. Term Life Insurance
3. The Board shall pay one hundred percent (100%) of the premium.
4. The employee has the option of purchasing, on his/her own, an additional Twenty Thousand Dollars (\$20,000.00) worth of Life Insurance at the same rate, which will be payroll deducted. The optional insurance must be selected at the time of employment. The optional insurance may be applied for at a later date, but the applicant would be required to submit to a qualifying physical examination regulated by the carrier.
5. The Board shall select the carrier with coverage being equal to, or better than, existing coverage.
6. Teacher/bus drivers shall be covered under the provisions of the life insurance policy of this Agreement effective July 1, 1987.

### 11.3 Dental Insurance

#### 1. Full Time Employees

The Board shall pay One Hundred percent (100%) of the cost of dental insurance for all full time (25 hours or more per week) employees, of a single plan for each employee and One Hundred (100%) of a family plan for each employee with dependents, on a plan equivalent to the plan in effect as of June 30, 1999.

#### 2. Part Time Employees

Part time (25 hours or less per week) employees, employed after July 1, 1997, shall receive coverage on a pro-rata basis based upon one hundred percent (100%) of the cost of dental insurance. Pro rata shall be the percentage of the number of hours the employee is regularly assigned to work each week divided by 25 hours. For example, for an employee who works 20 hours per week, the Board would pay eighty percent (80%) of the premium and the employee would pay twenty percent (20%) of the premium. Part time employees employed prior to July 1, 1997, the Board shall pay One Hundred percent (100%) of the cost of dental insurance.

3. The Board shall select the carrier, with coverage being equal to, or better than, the coverage specified in this Agreement, on June 30, 1999.

### 11.4 Retirement

1. An employee who retires under the rules of SERS from the Indian Valley Local Schools shall have the option to continue his/her term life insurance coverage provided he/she:
  - a. makes application to the Treasurer in writing prior to separation from employment;
  - b. assumes one hundred percent (100%) of the cost of the premium; and
  - c. makes timely payments to the insurance carrier/agent of the Board. The Board shall not be expected to cover any lapses in payment.
2. The amount of coverage and premium shall be in accordance with the terms of this Agreement.
3. Employees hired after July 1, 2000, shall not have this option.

## 11.5 Vision Care Insurance

### 1. Full Time Employees

The Board shall pay One Hundred percent (100%) of the cost of vision insurance for all full time (25 hours or more per week) employees, of a single or family plan for each employee, with specifications the same as provided to certified employees, as listed in Appendix E.

### 2. Part Time Employees

Part time (25 hours or less per week) employees, employed after July 1, 1997, shall receive coverage on a pro-rata basis based upon one hundred percent (100%) of the cost of vision insurance. Pro rata shall be the percentage of the number of hours the employee is regularly assigned to work each week divided by 25 hours. For example, for an employee who works 20 hours per week, the Board would pay eighty percent (80%) of the premium and the employee would pay twenty percent (20%) of the premium. Part time employees employed prior to July 1, 1997, the Board shall pay One Hundred percent (100%) of the cost of vision insurance.

3. The Board shall select the carrier, with coverage being equal to, or better than, the coverage specified in this Agreement, on July 1, 2013.

## 11.6 Section 125 Plan

The Board shall provide a Section 125 Plan for employees to be implemented January 1, 2007.

## 11.7 Insurance Committee

OAPSE and the Board shall establish an insurance committee consisting of the superintendent, treasurer, and two (2) representatives from OAPSE. The purpose of the committee will be to review our current insurance coverage and communicate with members regarding insurance issues. The committee will meet at least three (3) times a year and these meetings may also include the insurance committee members from the Indian Valley Teachers' Association.

## **ARTICLE 12 – TRAVEL EXPENSES**

- 12.1 Travel expenses incurred by a school employee in the performance of his/her official duties, except internal District meetings such as: Board meetings, Principals meetings, In-service, Local and County In-service meetings, Extra curricular travel expenses other than approved Activity Fund travel expenses, etc., shall be reimbursed at the rate established by the IRS Form 1040 and effective January 1st of each year (not retroactive).

## ARTICLE 13 – VACATION

13.1 Eleven (11) and twelve (12) month employees:

One (1) – Six (6) years	-	Two (2) weeks
Seven (7) – Fourteen (14) years	-	Three (3) weeks
Fifteen (15) – Twenty-Five years (25)	-	Four (4) weeks
Twenty-Five years and over (for twelve (12) month employees only)	-	One (1) additional day per year up to a maximum of five (5) weeks

13.2 When the hiring of a substitute is involved, vacations shall normally be scheduled only when school is not in session. All vacations must have the prior approval of the Superintendent and/or designee. Vacations may be used during the school year with prior approval of the Superintendent or designee. When employees are to be permitted to use vacation during a given time period, and two (2) or more employees in the same classification have applied for vacation, the employee with the most seniority shall be given his/her vacation preference should a conflict in scheduling exist.

13.3 In the case of the death of a classified employee, such accrued and unused vacation leave and prorated portion for the current school year shall be paid in accordance with O.R.C. §2113.04 or to the estate.

## ARTICLE 14 – WEATHER PROCEDURE/CALAMITY DAYS

14.1 Classified personnel required, by the Administration, to be on duty when schools are closed due to a “Calamity Day” as declared by the Local Superintendent shall be given compensatory time off. This compensatory time shall be taken by the employee at a time agreeable to both the employee and the Administration. The work day (and accompanying compensatory time) will be 4 hours in length, if needed, unless authorized by the building Principal or Coordinator of Classified Personnel. The Head Cook (as needed), Head Custodian, Head Bus Mechanic and Head Maintenance will be called these days. Employees already at work when a “Calamity Day” has been declared shall be paid for all hours worked or a minimum of one (1) hour.

14.2 Bus drivers shall make every effort to be available should weather conditions be questionable and early dismissal is possible. Failure to be available may result in loss of pay for the trip missed.

## ARTICLE 15 – SALARY PROVISIONS

15.1 Previous Experience

Previous experience may be approved, at the discretion of the Board for up to four (4) years in a field related to the position.

## 15.2 Professional Day

One (1) professional day shall be granted each classified employee with guidelines for its use being set by the Local Superintendent.

### In Service Day

On teachers' in service day all classified employees shall have a minimum of 2 hours of an awareness or in service training to discuss topics such as job changes, problem solving, or new rules/regulations associated with classified jobs.

## 15.3 Overtime

1. Employees who work overtime shall have prior approval by the Superintendent and/or Coordinator of Classified Personnel.
2. Overtime records shall be filed with the Treasurer one (1) week prior to payday on the form provided by the Treasurer.
3. The work week shall consist of five (5) consecutive days during the period Sunday through Saturday. This Article shall not restrict the extension of the regular work day and/or work week on an overtime basis when such is necessary to carry on the business of the School District.
4. Members of the bargaining unit shall be paid at the rate of time and one-half (1-1/2) for all hours worked in excess of forty (40) hours per week. Holidays and calamity days shall be considered hours worked for the purpose of computing overtime.
5. Work performed on holidays shall be paid at the rate of time and one-half (1-1/2) plus holiday pay.
6. Except as otherwise provided herein, overtime shall be paid according to O.R.C. §3319.086.
7. All extra work shall be offered within the classification in the building prior to using a substitute.

## 15.4 Pay Periods and Pay Calculations

1. Employees shall be paid every two weeks in equal installments based on the annual salary (exclusive of overtime, etc.)
2. The calculation shall be as follows:
  - a. The number of days to be worked, as set forth in the adopted Board calendar; plus
  - b. The number of workdays, as set forth in the adopted Board calendar; plus

- c. The appropriate number of holidays and a professional day, as set forth in items 15.2 and Article 23 of this Agreement; plus
  - d. The number of hours per day, including any approved overtime, as set forth in item 15.3 above.
3. Regular Bus Drivers
- a. The hours per day, Item 15.4(2)(d) above, shall be calculated during September and be timed from storage to storage.
  - b. An additional ten (10) minutes shall be added to each run for warm-up and clean-up time.
  - c. Bus drivers shall receive an additional Fifty Dollars (\$50.00) the second pay in October for preparing and maintaining a student roster for their bus route.
4. It is hereby agreed that employees may choose direct deposit of their paycheck to the financial institution of the employee's choice.

#### 15.5 Procedure and Paying Bus Drivers for Extra Trips

- 1. All drivers shall turn in an extra trip ticket to the District Treasurer for payment. If the driver wished to donate his/her time, write "TIME DONATED" on the trip ticket. If the time is donated, the Board will represent the driver just as if it were a paid trip should a problem arise.
- 2. If an event is cancelled before the driver has left storage, no compensation will be paid. If an event is cancelled after the driver has left storage, he/she will be compensated Twenty Dollars (\$20.00).
- 3. The rate of pay for extra trips shall be as follows: \$12.00 per hour. Drivers shall not be paid during hours in which they sleep while on extracurricular trips. Therefore, drivers must subtract from any hours worked on an extracurricular overnight trip a minimum of eight (8) hours of sleeping time.
- 4. Should extra trip hours place the employee into an overtime situation, the overtime rate will be calculated in accordance with the overtime provisions of this Agreement.
- 5. Payment for all extra trips shall be to the nearest one-fourth (1/4) hour.

#### 15.6 Head Cook Hours

The head cook shall be scheduled for an eight (8) hour day. The Head Cook shall be paid for all hours worked prior to the beginning or at the end of the school year, if approved in advance by the Superintendent or his/her designee.

### 15.7 Library/Media Center Manager Hours

The Library/Media Center Manager shall be paid for all hours worked prior to the beginning or at the end of the school year, if approved in advance by the Superintendent or his/her designee. Effective July 1, 2013, the librarian/media center manager's contracted number of work days per year shall increase by one work day over what it was prior to July 1, 2013.

### 15.8 Pay Differential: Head Cook and Head Custodian

The rate per hour differential is for supervisory duties and responsibilities above that of the regular positions.

### 15.9 SERS Tax Deferral Pick-Up

1. The Treasurer shall contribute to the Public School Employee's Retirement System (SERS), in addition to the Board's required employer contribution, an amount equal to each employee's contribution in lieu of payment to such employee. The amount contributed by the Board on behalf of the employee shall be treated as a mandatory salary reduction from the contract salary otherwise payable to such classified employees.
2. The total annual salary for each employee shall be the salary otherwise payable under his/her contract(s). The total annual salary shall be payable by the Board in two (2) parts: (1) deferred salary and (2) cash salary. An employee's deferred salary shall be equal to that percentage of said employee's total annual salary which is required by SERS to be paid as an employee contribution by said employee and shall be paid by the Board to SERS on behalf of said employee as a "pick-up" of the SERS employee contribution otherwise payable by the employee. An employee's cash salary shall be equal to said employee's total annual salary less the amount of the "pick-up" for said employee and shall be payable, subject to applicable payroll deductions, to said employee.
3. The Board's total combined expenditures for employees' total annual salaries otherwise payable under his/her contracts (including "pick-up" amounts) and its employer contributions to SERS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.
4. The Board shall compute and remit its employer contributions to SERS based upon the total annual salary, including the "pick-up". The Board shall report for federal and Ohio income tax purposes as an employee's gross income, said employee's total annual salary less the amount of the "pick-up". The Board shall report for municipal income tax purposes as an employee's gross income, said employee's total salary, including the amount of the "pick-up". The Board shall compute income tax based upon gross income as reported to the respective tax authorities.
5. The "pick-up" shall be included in the employee's total annual salary for the purpose of computing daily rate of pay, for determining salary adjustments to be made due to absence, or for any other similar purpose.

6. The “pick-up” shall be a uniform percentage for all classified employees, and it shall apply to all payroll payments made after the effective date of this provision and shall not be at the individual employee’s option.
7. This provision shall be effective and the “pick-up” shall apply to all payroll payments commencing with the 1985-86 school year.
8. The current taxation or deferred taxation of the “pick-up” is determined solely by the Internal Revenue Service (IRS) and compliance with this section does not guarantee that the tax on the “pick-up” will be deferred. If the IRS or other governmental entity declares the “pick-up” not to be tax deferred, this section shall be null and void and the SERS contribution procedure in place prior to the effective date of this provision shall be in effect.
9. Should the Board’s payment of deferred salary cause an individual bargaining unit member’s annuity contributions to exceed the IRS permissible level, any such individual shall have the right to adjust annuity deductions within thirty (30) days of the adoption of this Agreement by the Board.

15.10 Temporary Classification

A bargaining unit member who is assigned by the Superintendent/designee to assume the duties of a higher classification shall receive pay at the higher classification rate appropriate to the employee’s experience step for all hours worked in that position. An employee assigned to assume the duties of a lower classification shall maintain his/her regular rate of pay.

**ARTICLE 16 – CLASSIFIED WAGE RATE SCHEDULES**

- 16.1 The wage rates for all classifications in the bargaining unit shall be increased according to the following schedule:

July 1, 2013 – 3.00%  
 July 1, 2014 – 2.75%  
 July 1, 2015 – 2.75%

- 16.2 Classified employee wage rate schedules are located in Appendixes A, B, and C of this Agreement for the 2013-2014, 2014-2015, and 2015-2016 school years, respectively.

- 16.3 In the event the other bargaining unit receives a percentage increase in their base salary schedule that is different than what is negotiated in this Agreement, the Board agrees to implement the above mentioned changes effective July 1<sup>st</sup> of the year the changes are to be implemented by the other bargaining unit’s contract year.

- 16.4 The Board will pay a one time signing bonus of Two Hundred Fifty Dollars (\$250) for each bargaining unit member.

**ARTICLE 17 – SUBSTITUTES**

- 17.1 A regular employee who works as a substitute:

1. In his/her own classification shall be paid his/her regular rate of pay.
  2. In another classification shall be paid the substitute rate in that classification.
- 17.2 All substitutes at date of hire will receive 1 year experience for each year of service that he/she worked a minimum of 60 days per school year, with a maximum of 4 years experience given.

### **ARTICLE 18 – SENIORITY**

18.1 Seniority shall be defined as:

1. System seniority is the uninterrupted continuous length of service with the Board as computed from the employee's most recent date of hire.
2. Job classification seniority is the continuous length of service in a particular job classification as computed from the employee's most recent date of entry into such job classification.

18.2 Approved leaves of absence shall not constitute a break in seniority. No additional seniority shall be accumulated while on approved leave of absence.

18.3 Only regular employees shall accumulate seniority. "Regular" shall be defined as only contracted employees.

18.4 A seniority list, by job classification, shall be provided to the President of the Union by October 1 of each year.

18.5 When two or more employees have been employed by Board resolution on the same date, it becomes necessary to determine the order of seniority among these employees for purposes of Job Bidding, Layoff, and Recall. In these cases, employees will draw straws in the presence of the OAPSE President (or designee) and the Coordinator of Classified Personnel. With each draw, the longest straw receives highest seniority.

### **ARTICLE 19 – GENERAL PROVISIONS**

19.1 School Schedule

All employees, where appropriate, shall be offered the same options when there is a change in the school schedule.

19.2 Distribution of Agreement

The Board shall provide to every member of the bargaining unit a copy of the Agreement between the parties. The cost of printing the Agreement shall be paid by the Board.

19.3 Certification Renewal

The Board shall reimburse employees or pay the cost and fees associated with the renewal of certification necessary to perform duties in any classification mandated by state, federal, or local law. This shall include any physicals needed, criminal identification check, (including fingerprinting, driver's abstracts, TB tests and drug tests). Reimbursement for aide's certificates shall be paid by the Board.

The Board shall reimburse each the Head Mechanic and Mechanic classifications the cost and fees associated with ASE Training Courses to a maximum of \$250 per year for obtaining certification. Mileage will be paid for attending ASE training classes.

A Professional Meeting Request and Payment Form must be filled out in accordance with section 7.5.

19.4 Call-In Time

Employees called into work prior to their regular starting time, or called back after leaving at the end of their shift, shall be guaranteed a minimum of one (1) hour.

19.5 Tuition Waiver

A regular member of the non teaching employee bargaining unit who lives outside the District may enroll his/her child(ren) in the Indian Valley Local School District. No tuition costs will be assessed to the bargaining unit member.

19.6 Mandatory Meetings

Mandatory meetings beyond the regular work day shall be paid at employee's rate of hourly wage for length of said meeting. However, an employee will not be paid for meetings called to discuss or impose discipline on the employee. Payment for drug and alcohol testing will be at straight time, and not overtime.

19.7 First Aid and CPR

The Board will make available CPR and First Aid Training and will assess the employee no more than 50% of the cost of this training.

19.8 Job Descriptions

The Union will have the opportunity to provide input for job descriptions, with the acknowledgment that the final decision rests with management.

19.9 Alcohol and Drug Testing

A. The Union recognizes that in compliance with the Omnibus Transportation Act of 1991, the Board has taken formal action to adopt the Alcohol and Drug Abuse Testing Program for Employees Performing Safety Sensitive Duties (Board Policy #133-96, adopted as of March 26, 1996).

- B. The Union Acknowledges that each employee is to receive a copy of this policy, and all new employees are to sign a certificate of receipt with attached “Reasons for Drug and Alcohol Testing”, as found in Exhibit A of this policy.
- C. All terms and conditions of this policy shall be enforced as adopted.

19.10 No Strike — No Lockout

In consideration of the rights and privileges extended to the employee organization pursuant to or arising from the foregoing provisions of this agreement during the term of this agreement, the parties hereto agree that there shall be no strikes of any kind, whatsoever; work stoppages; slowdowns; or any interference or interruption with the operations of the schools by any member of the union. Likewise, the employer agrees not to lock out the union during the term of this agreement.

19.11 Use of Personal Vehicle

The Board shall reimburse to any employee required by their supervisor to use their personal vehicle for Board related business, excluding travel from home to work and work to home, at the rate permitted by the IRS at the beginning of the contract year.

19.12 Reimbursement for Tools

The position of Bus Mechanic and District Maintenance shall be reimbursed for the loss of their own personal tools if broken through the use on the job, after verification by the Coordinator of Classified Personnel.

19.13 Head Groundskeeper

The Head Groundskeeper will be responsible for the landscape maintenance of all district grounds, including school and athletic facilities. The Head Groundskeeper will be assisted by the current Groundskeeper on athletic facilities. (See job description). The contract for this position will call for employment 40 hours/week, on 8 month contract during the “growing season” (approximately March 10 to November 10). Payroll could be extended over 12 months, and benefits would be the same as full-time employees. Rate of pay (see schedules) will be commensurate with the applicable step on the salary schedule. If called in to work during the 4 month “off period”, this individual will be paid at the Head Groundskeeper rate for the time worked.

19.14 Cameras and Surveillance

All monitoring or observation of the work performance of an employee will be conducted openly and with full knowledge of the employee. The use of monitoring equipment without employee knowledge and consent for evaluation purposes shall be strictly prohibited. It is understood that the purpose of cameras on buses shall be to monitor student activity.

19.15 Voluntary Docking

If an employee is contracted for more than one job classification, that employee may ask to voluntarily be docked for all or part of a day’s work in one classification for the

purpose of adding hours that same day to the other job classification. This may take place only with approval from the Classified Coordinator or Superintendent.

Should two or more employees in the same classification apply for a Voluntary Dock, the most senior employee will be given preference.

19.16 Consideration of Current Employees

When a position in a different job classification becomes vacant, consideration will continue to be given to current Indian Valley employees who want to add a shift in a different classification to their current schedule. However, if the contracted hours are increased for one of the positions, causing the daily total to exceed eight (8) hours, the contract with the lower wage shall be temporarily reduced to keep the total from exceeding eight (8) hours per day.

(The following examples are provided to further explain this situation: 1. An employee who is a four (4) hour bus driver will not be considered for an additional five (5) hour cook's position. 2. An employee who is a four (4) hour bus driver would be considered for a four (4) hour cook's position, with the understanding that if the bus route becomes four and one-half (4-1/2) hours in the future, the cook's portion of that employee's contract will be reduced to three and one-half (3-1/2) hours to keep the total at eight (8) hours.

19.17 Use of Students in Cafeterias

1. The District may utilize students to assist in the cafeteria only.
2. If a reduction in force (layoff or reduction in hours) is contemplated in any of the cafeteria classifications, the students will be removed from all cafeterias to avert a layoff or reduction in hours of cafeteria employees.
3. A minimum number of students will be used in each cafeteria to prevent a growing use of students instead of creating new positions or adding hours to existing positions.
4. Students shall only be utilized during the cafeteria serving times. Students will not be utilized before or after serving times.
5. Students will not be used as substitutes.

19.18 Abolishment of Bus Route(s)

In the event a bus route(s) is abolished and added to an existing route(s), all affected routes shall be considered abolished and any newly created route(s) shall be posted.

**ARTICLE 20 – OBLIGATION TO NEGOTIATE**

20.1 The Board and Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

- 20.2 Therefore, for the life of this Agreement, the Board and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.
- 20.3 This Article shall not operate to bar negotiations over any subject or matter which the Board and Union mutually agree to negotiate.

### **ARTICLE 21 – DISCIPLINE PROCEDURE**

- 21.1 The Board shall follow a progressive procedure when taking disciplinary action against an employee. Disciplinary action shall consist of the following steps:
1. Verbal warning;
  2. Written warning with copy placed in the employee's file;
  3. Suspension without pay up to three (3) days;
  4. Termination of employment.
- 21.2 The Board shall have the right to impose more severe discipline than called for in the progressive steps (above) in cases of misconduct so serious that it warrants such action.
- 21.3 The employee will be notified of possible disciplinary action within ten (10) working days of the day the Administration becomes aware of the incident.

### **ARTICLE 22 – DUES CHECKOFF**

- 22.1 All employees may request payroll deductions from their wages for the payment of dues to the Union, upon written request by the employee. Such authorization will be continuous unless revoked in writing by the employee between August 22 and August 31 of any year.
- 22.2 The Union Treasurer will supply to the District Treasurer each year prior to October 1 a list of all classified employees who wish payroll deduction of dues and the amount to be deducted.
- 22.3 Deductions shall be in twenty-four (24) equal installments beginning in October of each year.
- 22.4 The District Treasurer shall forward to the State Treasurer of OAPSE, within ten (10) calendar days, the total amount deducted along with the complete description, by name, and amount deducted from each employee.
- 22.5 Sixty (60) days following the beginning of employment or the effective date of this Agreement, whichever is later, employees in the bargaining unit who are not members of

the Union shall pay to the Union a fair share fee as a condition of employment with the employer. Such fair share fee shall not exceed dues paid by members of the Union who are in the bargaining unit. The Union shall notify the employer of the fair share fee amounts and of any changes in the fair share fee amounts in the same manner as notification of amounts and changes in the amounts of dues deductions. Fair share fees shall be deducted from the payroll checks of the employees in the same manner as regular membership dues are deducted and forwarded by the employer to the Union except that written authorization for deduction of fair share fees is not required.

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

### **ARTICLE 23 – HOLIDAYS**

- 23.1 Employees shall be granted the following paid holidays:

1. Labor Day
2. Thanksgiving Day
3. Day after Thanksgiving
4. Christmas Eve
5. Christmas Day
6. New Years' Day
7. Martin Luther King Day
8. Memorial Day
9. Floating Holiday
10. Independence Day – Twelve month employees only

- 23.2 Custodians and Maintenance shall have the option of working on the Martin Luther King Holiday and celebrating this holiday on Good Friday. Aides, Secretaries, and Cooks shall have the option of working on the Martin Luther King Holiday and celebrating this holiday on President's Day.

- 23.3 Should the holiday fall on Saturday, it shall be granted on the preceding Friday. Should the holiday fall on Sunday, it shall be granted on the following Monday.

### **ARTICLE 24 – DURATION AND INTENT OF AGREEMENT**

- 24.1 This Agreement shall be in effect from July 1, 2013 through June 30, 2016, except as otherwise prescribed in this Agreement.

- 24.2 This Agreement constitutes the entire Agreement between the parties and it supersedes all prior and contemporaneous understandings (written or oral) not specifically incorporated

herein. No change in a specific term of this Agreement shall be made during the life of this Agreement except by mutual agreement, and neither party shall have a duty to negotiate with respect to any matter during such period.

- 24.3 The Board shall retain all rights, powers, duties and authority granted by law and shall adopt, rescind or modify such policies, rules and regulations as it deems appropriate in accordance with those laws.
- 24.4 Any matter or subjects not herein covered have been satisfactorily adjusted, compromised or waived by the parties for the life of this Agreement.

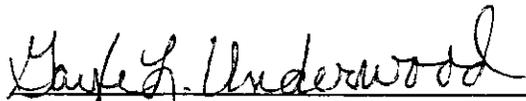
**ARTICLE 25 – AGREEMENT AND SIGNATURES**

- 25.1 This Agreement, made and entered into this 7th day of October 2013, by and between the Indian Valley Local School District Board of Education and the Ohio Association of Public School Employees, AFSCME/AFL-CIO, and its Local #0474, for and on behalf of the employees in the bargaining unit set forth in Article 2, of this Agreement.
- 25.2 In witness whereof, the parties hereto, by their duly authorized representatives, have executed this Agreement on the day and year first above written.

INDIAN VALLEY LOCAL SCHOOL  
DISTRICT BOARD OF EDUCATION

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

  
\_\_\_\_\_  
President, Board of Education

  
\_\_\_\_\_  
President, OAPSE

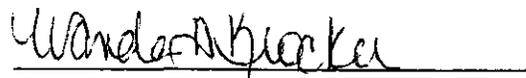
  
\_\_\_\_\_  
Superintendent

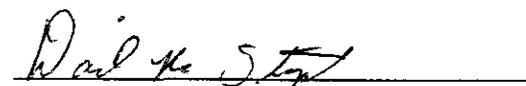
  
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Negotiating Team Member, OAPSE

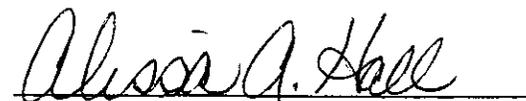
  
\_\_\_\_\_  
Treasurer

  
\_\_\_\_\_  
Negotiating Team Member, OAPSE

\_\_\_\_\_

  
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Negotiating Team Member, OAPSE

  
\_\_\_\_\_  
Negotiating Team Member, OAPSE

  
\_\_\_\_\_  
Negotiating Team Member, OAPSE

INDIAN VALLEY LOCAL SCHOOLS  
 CLASSIFIED SALARY SCHEDULE  
 SALARY SCHEDULE EFFECTIVE JULY 1, 2013 3.00% INCREASE

Appendix A

Yrs	Library Media			Head Cook	Cafeteria	Head Custodian	Custodian	Maint	Head Mechanic	Mechanic/ Misc Labor	Bus	Head Grndskpr	Grndskpr
	Secretaries	Ctr Mgr	Aides										
0	12.64	12.41	12.41	12.64	12.22	14.24	13.80	16.14	16.14	14.49	15.81	12.48	12.42
1	12.84	12.67	12.67	12.84	12.46	14.47	14.06	16.41	16.41	14.73	16.06	12.72	12.65
2	13.11	12.94	12.94	13.11	12.72	14.76	14.33	16.66	16.66	14.97	16.32	12.95	12.84
3	13.36	13.14	13.14	13.37	12.97	14.97	14.55	16.91	16.91	15.21	16.54	13.14	13.08
4	13.62	13.39	13.39	13.62	13.21	15.24	14.80	17.15	17.15	15.46	16.81	13.37	13.30
5	13.86	13.65	13.65	13.88	13.46	15.46	15.03	17.41	17.41	15.72	17.03	13.59	13.52
6	14.10	13.91	13.91	14.10	13.70	15.75	15.30	17.65	17.65	15.95	17.28	13.80	13.73
7	14.36	14.14	14.14	14.36	13.94	15.93	15.52	17.90	17.90	16.23	17.52	14.02	13.96
8	14.61	14.39	14.39	14.61	14.18	16.21	15.80	18.14	18.14	16.46	17.76	14.23	14.17
9	14.76	14.49	14.49	14.73	14.34	16.37	15.90	18.24	18.24	16.56	17.92	14.46	14.39
10	14.87	14.65	14.65	14.86	14.43	16.46	16.05	18.40	18.40	16.72	18.04	14.68	14.62
12	15.09	14.89	14.89	15.09	14.69	16.69	16.28	18.63	18.63	16.93	18.24	14.90	14.83
15	15.36	15.12	15.12	15.35	14.92	16.96	16.53	18.86	18.86	17.17	18.53	15.12	15.04
20	15.58	15.39	15.39	15.59	15.20	17.18	16.78	19.15	19.15	17.44	18.75	15.35	15.27
25	15.84	15.61	15.61	15.83	15.43	17.45	17.02	19.33	19.33	17.69	19.02	15.54	15.48
27	16.09	15.86	15.86	16.08	15.68	17.70	17.27	19.58	19.58	17.94	19.27	15.79	15.73
30	16.34	16.11	16.11	16.33	15.93	17.95	17.52	19.83	19.83	18.19	19.52	16.04	15.98
32	16.59	16.36	16.36	16.58	16.18	18.20	17.77	20.08	20.08	18.44	19.77	16.29	16.23
35	16.84	16.61	16.61	16.83	16.43	18.45	18.02	20.33	20.33	18.69	20.02	16.54	16.48

INDIAN VALLEY LOCAL SCHOOLS  
 CLASSIFIED SALARY SCHEDULE  
 SALARY SCHEDULE EFFECTIVE JULY 1, 2014 2.75% INCREASE

Appendix B

Yrs	Library Media			Head Cook	Cafeteria	Head Custodian	Custodian	Maint	Head Mechanic	Mechanic/ Misc Labor	Bus	Head Grndskpr	Grndskpr
	Secretaries	Ctr Mgr	Aides										
0	12.99	12.75	12.75	12.99	12.56	14.63	14.18	16.58	16.58	14.89	16.24	12.82	12.76
1	13.19	13.02	13.02	13.19	12.80	14.87	14.45	16.86	16.86	15.14	16.50	13.07	13.00
2	13.47	13.30	13.30	13.47	13.07	15.17	14.72	17.12	17.12	15.38	16.77	13.31	13.19
3	13.73	13.50	13.50	13.74	13.33	15.38	14.95	17.38	17.38	15.63	16.99	13.50	13.44
4	13.99	13.76	13.76	13.99	13.57	15.66	15.21	17.62	17.62	15.89	17.27	13.74	13.67
5	14.24	14.03	14.03	14.26	13.83	15.89	15.44	17.89	17.89	16.15	17.50	13.96	13.89
6	14.49	14.29	14.29	14.49	14.08	16.18	15.72	18.14	18.14	16.39	17.76	14.18	14.11
7	14.75	14.53	14.53	14.75	14.32	16.37	15.95	18.39	18.39	16.68	18.00	14.41	14.34
8	15.01	14.79	14.79	15.01	14.57	16.66	16.23	18.64	18.64	16.91	18.25	14.62	14.56
9	15.17	14.89	14.89	15.14	14.73	16.82	16.34	18.74	18.74	17.02	18.41	14.86	14.79
10	15.28	15.05	15.05	15.27	14.83	16.91	16.49	18.91	18.91	17.18	18.54	15.08	15.02
12	15.50	15.30	15.30	15.50	15.09	17.15	16.73	19.14	19.14	17.40	18.74	15.31	15.24
15	15.78	15.54	15.54	15.77	15.33	17.43	16.98	19.38	19.38	17.64	19.04	15.54	15.45
20	16.01	15.81	15.81	16.02	15.62	17.65	17.24	19.68	19.68	17.92	19.27	15.77	15.69
25	16.28	16.04	16.04	16.27	15.85	17.93	17.49	19.86	19.86	18.18	19.54	15.97	15.91
27	16.53	16.30	16.30	16.52	16.11	18.19	17.74	20.12	20.12	18.43	19.80	16.22	16.16
30	16.79	16.55	16.55	16.78	16.37	18.44	18.00	20.38	20.38	18.69	20.06	16.48	16.42
32	17.05	16.81	16.81	17.04	16.62	18.70	18.26	20.63	20.63	18.95	20.31	16.74	16.68
35	17.30	17.07	17.07	17.29	16.88	18.96	18.52	20.89	20.89	19.20	20.57	16.99	16.93

INDIAN VALLEY LOCAL SCHOOLS  
CLASSIFIED SALARY SCHEDULE

Appendix C

SALARY SCHEDULE EFFECTIVE JULY 1, 2015 2.75% INCREASE

Yrs	Library Media			Head Cook	Cafeteria	Head Custodian	Custodian	Maint	Head Mechanic	Mechanic/ Misc Labor	Bus	Head Grndskpr	Grndskpr
	Secretaries	Ctr Mgr	Aides										
0	13.35	13.10	13.10	13.35	12.91	15.03	14.57	17.04	17.04	15.30	16.69	13.17	13.11
1	13.55	13.38	13.38	13.55	13.15	15.28	14.85	17.32	17.32	15.56	16.95	13.43	13.36
2	13.84	13.67	13.67	13.84	13.43	15.59	15.12	17.59	17.59	15.80	17.23	13.68	13.55
3	14.11	13.87	13.87	14.12	13.70	15.80	15.36	17.86	17.86	16.06	17.46	13.87	13.81
4	14.37	14.14	14.14	14.37	13.94	16.09	15.63	18.10	18.10	16.33	17.74	14.12	14.05
5	14.63	14.42	14.42	14.65	14.21	16.33	15.86	18.38	18.38	16.59	17.98	14.34	14.27
6	14.89	14.68	14.68	14.89	14.47	16.62	16.15	18.64	18.64	16.84	18.25	14.57	14.50
7	15.16	14.93	14.93	15.16	14.71	16.82	16.39	18.90	18.90	17.14	18.50	14.81	14.73
8	15.42	15.20	15.20	15.42	14.97	17.12	16.68	19.15	19.15	17.38	18.75	15.02	14.96
9	15.59	15.30	15.30	15.56	15.14	17.28	16.79	19.26	19.26	17.49	18.92	15.27	15.20
10	15.70	15.46	15.46	15.69	15.24	17.38	16.94	19.43	19.43	17.65	19.05	15.49	15.43
12	15.93	15.72	15.72	15.93	15.50	17.62	17.19	19.67	19.67	17.88	19.26	15.73	15.66
15	16.21	15.97	15.97	16.20	15.75	17.91	17.45	19.91	19.91	18.13	19.56	15.97	15.87
20	16.45	16.24	16.24	16.46	16.05	18.14	17.71	20.22	20.22	18.41	19.80	16.20	16.12
25	16.73	16.48	16.48	16.72	16.29	18.42	17.97	20.41	20.41	18.68	20.08	16.41	16.35
27	16.98	16.75	16.75	16.97	16.55	18.69	18.23	20.67	20.67	18.94	20.34	16.67	16.60
30	17.25	17.01	17.01	17.24	16.82	18.95	18.50	20.94	20.94	19.20	20.61	16.93	16.87
32	17.52	17.27	17.27	17.51	17.08	19.21	18.76	21.20	21.20	19.47	20.87	17.20	17.14
35	17.78	17.54	17.54	17.77	17.34	19.48	19.03	21.46	21.46	19.73	21.14	17.46	17.40



**PPO PLAN**  
\*Effective January 1, 2007

	<b>NETWORK PROVIDERS</b>	<b>NON-NETWORK PROVIDERS</b>
<b>MAXIMUM LIFETIME BENEFIT AMOUNT</b>	\$3,000,000 per covered individual	
Note: The maximums listed below are the total for Network and Non-Network Expenses. For example, if a maximum of 60 days is listed twice under a service, the Calendar Year maximum is 60 days total which may be split between Network and Non-Network providers.		
<b>DEDUCTIBLE, PER CALENDAR YEAR</b>		
Per Covered Person	\$150	\$300
Per Family Unit	\$300	\$600
<b>MAXIMUM OUT-OF-POCKET AMOUNT, PER CALENDAR YEAR</b>		
	<b>NETWORK PROVIDERS</b>	<b>NON-NETWORK PROVIDERS</b>
Per Covered Person	\$650	\$1,300
Per Family Unit	\$1,300	\$2,600
The Plan will pay the designated percentage of covered charges until out-of-pocket amounts are reached, at which time the Plan will pay 100% of the remainder of covered charges for the rest of the Calendar Year unless stated otherwise.		
The following charges do not apply toward the out-of-pocket maximum and are never paid at 100%. Deductible(s) Cost containment penalties		
<b>COVERED SERVICES</b>	<b>NETWORK PROVIDER</b>	<b>NON-NETWORK PROVIDER</b>
<b>Hospital Services</b>		
Room and Board	90% after deductible; the semiprivate room rate	80% of UCR after deductible; the semiprivate room rate
Intensive Care Unit	90% after deductible; Hospital's ICU Charge	80% of UCR after deductible; Hospital's ICU Charge
Emergency Room (medical emergency)	90% after deductible	90% of UCR after deductible
Emergency Room (non-emergency)	90% after deductible	80% of UCR after deductible
Skilled Nursing Facility	90% after deductible the facility's semiprivate room rate within 14 days of a 3 day stay no Calendar Year maximum	80% of UCR after deductible the facility's semiprivate room rate within 14 days of a 3 day stay no Calendar Year maximum
<b>Physician Services</b>		
Inpatient Visits	90% after deductible	80% of UCR after deductible
Office Visits	90% after deductible	80% of UCR after deductible
Surgery	90% after deductible	80% of UCR after deductible
Diagnostic Lab & X-Ray	90% after deductible	80% of UCR after deductible

<b>COVERED SERVICES</b>	<b>NETWORK PROVIDER</b>	<b>NON-NETWORK PROVIDER</b>
Home Health Care	90% after deductible	80% of UCR after deductible
Outpatient Private Duty Nursing	90% after deductible	80% of UCR after deductible
Hospice Care	90% after deductible	80% of UCR after deductible
Bereavement Counseling	90% after deductible	80% of UCR after deductible
Ambulance Service	80% after deductible	80% of UCR after deductible
Jaw Joint/TMJ	90% after deductible	80% of UCR after deductible
Occupational Therapy	90% after deductible	80% of UCR after deductible
Speech Therapy	90% after deductible	80% of UCR after deductible
Physical Therapy	90% after deductible	80% of UCR after deductible
Durable Medical Equipment	90% after deductible	80% of UCR after deductible
Prosthetics	90% after deductible	80% of UCR after deductible
Orthotics	90% after deductible	80% of UCR after deductible
Spinal Manipulation Chiropractic	90% after deductible	80% of UCR after deductible
<b>Mental Disorders and Substance Abuse</b>		
Inpatient and Partial Hospitalization	90% after deductible 45 days Calendar Year maximum	80% of UCR after deductible 31 days Calendar Year maximum
Outpatient Mental Disorders Treatment	90% after deductible 40 visits Calendar Year maximum	80% of UCR after deductible 20 visits Calendar year maximum
Outpatient Substance Abuse Treatment	90% after deductible \$2,000 Calendar Year maximum	80% of UCR after deductible \$1,000 Calendar Year maximum
<b>COVERED SERVICES</b>	<b>NETWORK PROVIDER</b>	<b>NON-NETWORK PROVIDER</b>
<b>Preventive Care</b>		
Routine Well Adult Care	100%, no deductible	80% of UCR after deductible
Includes: office visits, pap smear, colorectal exam, mammogram (one per Calendar Year), prostate screening (one per Calendar Year), gynecological exam (one per Calendar Year), routine physical examination (one per Calendar Year), x-rays and laboratory tests.		
Routine Well Newborn Care	90% after deductible	80% of UCR after deductible
Routine Well Child Care	100%, no deductible	80% of UCR after deductible
Includes: office visits, routine physical examination, laboratory blood tests, x-rays and immunizations.		
Organ Transplants	90% after deductible	80% of UCR after deductible
Pregnancy	90% after deductible	80% of UCR after deductible

**Note: In-Network Exceptions:**

Services rendered by a Non-Network Provider will be paid as In-Network when the circumstances are as follows:

- (1) for life/limb threatening emergencies when the member is transported to the nearest facility for treatment.
- (2) services provided by a Non-Network Provider (e.g., radiologist, pathologist or anesthesiologist) while the member is confined in an in-network facility.

**Prescription Drug Benefits**

Retail Copay:	
Generic.....	\$5.00
Formulary.....	\$10.00
Non-Formulary .....	\$20.00
Mail Order Copay:	
Generic.....	\$10.00
Formulary.....	\$20.00
Non-Formulary .....	\$40.00

Prescription drug benefits changes will take effect on January 1, 2007.

**Dental Percentage Payable**

Class A Services	
Preventative .....	100% of UCR
Class B Services	
Basic .....	80% of UCR
Class C Services	
Major .....	80% of UCR
Class D Services	
Orthodontia.....	60% of UCR

**Maximum Benefit Amount**

For other than Class D – Orthodontia:	
Per person per Calendar Year.....	\$2,500
For Class D – Orthodontia:	
Lifetime maximum per person.....	\$1,200

**Vision Care Benefits: (Through December 31, 2013)**

\*Note: Vision benefits are capped at \$500.00 per Individual, per 12 month period. This includes eye exams.

Eye exam, as needed .....	Covered
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Frame-type lenses, per pair, in a 12 month period:

Single vision .....	Covered
Bi-focal.....	Covered
Tri-focal.....	Covered
Lenticular.....	Covered
Frames, per pair, in a 12 month period.....	Covered
Contact Lenses, per pair, in a 12 month period.....	Covered

**VISION CARE BENEFITS: (Effective January 1, 2014)**

**Services/Frequency**

Exam	12 Months
Frames	12 Months
Contact Lens Fitting	12 Months
Lenses	12 Months
Contact Lenses	12 Months

**Co-Pays**

Exam	\$ 10
Materials*	\$ 10
Contact Lens Fitting	\$ 25

\* Materials co-pay applies to lenses and frames only, not contact lenses.

<b>Benefits</b>	<b><u>In-Network</u></b>	<b><u>Out-of-Network</u></b>
Exam(Ophthalmologist)	Covered in Full	Up to \$34
Exam(Optomtrist)	Covered in Full	Up to \$26
Frames	Up to \$200	Up to \$91
Contact Lens Fitting(Standard)	Covered in Full	Not Covered
Contact Lens Fitting(Specialty)	Up to \$50	Not Covered
Lenses (Standard) Per Pair:		
Single Vision	Covered in Full	Up to \$29
Bifocal	Covered in Full	Up to \$43
Trifocal	Covered in Full	Up to \$53
Lenticular	Covered in Full	Up to \$84
Progressive	See Benefits Description	Up to \$53
Contact Lenses **	Up to \$200	Up to \$100
Medically Necessary Contacts	Covered in Full	Up to \$210

\*\* Contact lenses are in lieu of eyeglass lenses and frames benefit.