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## **NEGOTIATED AGREEMENT**

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between the

**EHOVE OAPSE LOCAL NO. 500**

and the

**EHOVE JOINT VOCATIONAL SCHOOL DISTRICT  
BOARD OF EDUCATION**

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

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## PREAMBLE

This Agreement, entered into by the EHOVE Joint Vocational School District Board of Education hereinafter referred to as the "Employer," and the Ohio Association of Public School Employees/AFSCME/AFL-CIO, Local No. 500, hereinafter referred to as the "Union," has as its purpose the mutual satisfactory relationship between the Employer and the Union; the establishment of any equitable and peaceful procedure for the resolution of differences which may arise; the establishment of wages, hours, and other terms and conditions of employment and to comply with the requirements of Chapter 4117 of the Ohio Revised Code.

## ARTICLE 1 – RECOGNITION

- 1.1 The Board shall recognize OAPSE Local No. 500, American Federation of State, County and Municipal Employees, and AFL-CIO as the sole representative of the full-time and part-time regular employees under non-certificated personnel contract, excepting Administrators, Supervisory Personnel, confidential employees, Treasurer, Assistant Treasurer, all warehouse employees, security employees, technology employees, preschool college intern, and EHOVE students during the term of within Agreement. A part-time regular employee must be assigned to work at least three hours per day when school is in session to be recognized as a bargaining unit member.

## ARTICLE 2 – DURATION OF AGREEMENT

- 2.1 This Agreement shall remain in full force and effect until June 30, 2016, and thereafter for the successive periods of one (1) year unless either party shall, on or after the 60th day prior to expiration, serve written notice on the other party of desire to terminate and negotiate. Notice shall have the effect of terminating the within Agreement on its expiration date.

Upon receipt of written notice, negotiations between the parties shall begin no later than twenty (20) days after receipt.

- 2.2 Either party may declare the negotiations at impasse after thirty (30) days (from the first meeting). However, the negotiations may continue beyond the sixty (60) day term by agreement.

If an impasse is declared, then negotiations shall be submitted to a federal mediator for further negotiations. The federal mediator may not intervene prior to June 20.

## ARTICLE 3 – BOARD'S RIGHTS

- 3.1 Except to the extent expressly abridged by the specific provisions of this Agreement, the Board reserves and retains, solely and exclusively, all of its inherent rights to manage the school, as such rights existed prior to the execution of this Agreement with the Local.

- 3.2 The sole and exclusive rights of the Board which are not abridged by this Agreement shall include, but are not limited to, its right to establish or continue policies, practices, and procedures for the conduct of the business and, from time to time, to change or abolish such policies, practices or procedures; to determine, and from time to time redetermine, the number, location and types of its operations, and the methods, processes and materials to be employed; to discontinue processes or operations in whole or in part, to discontinue their performance by employees of the Board, and to contract out any or all such operations; to transfer, sell, or otherwise dispose of its equipment in whole or in part; to determine and, from time to time, redetermine the number of hours per day or per week operations, shall be carried on; to select and to determine, and from time to time, redetermine the number and types of employees required; determine the amount of overtime to be worked to assign work to such employees in accordance with the requirements determined by the management; to establish and change work schedules and assignments; to transfer, promote, or demote employees, or to layoff, terminate, or otherwise relieve employees from duty for lack of the maintenance or discipline and protection of life and property; to suspend, discharge, or otherwise discipline employees for just cause; and otherwise to take such measures as management may determine to be necessary for the orderly or economical operation of the school's business.

#### ARTICLE 4 – FAIR SHARE FEE

- 4.1 The Board shall deduct from the pay of all members of the bargaining unit who elect not to become or to remain members of the OAPSE Local No. 500, a fair share fee for the Union's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Union's work in the realm of collective bargaining.
- 4.2 Notice of the amount of annual and/or pro-rata fair share fee, which shall not be more than one hundred percent (100%) of the unified dues of OAPSE, shall be transmitted by Local No. 500 to the Treasurer of the Board.
- The Board agrees to transmit all amounts deducted to the OAPSE State Treasurer.
- 4.3 Payroll deduction of such fair share fee shall commence no sooner than sixty (60) days after OAPSE has notified the Treasurer, in writing, that the rebate procedure and audit have been provided to the non-member.
- 4.4 The Treasurer of the Board shall, upon notification from Local No. 500 that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid.
- 4.5 The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted from each.

- 4.6 OAPSE represents to the Board that an internal rebate procedure has been established in accordance with O.R.C. §4117.09(C), and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join OAPSE, and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitution of the United States and the State of Ohio.

Upon timely demand, non-members may apply to Local No. 500 for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by OAPSE.

- 4.7 OAPSE Local No. 500 shall indemnify the Board for any cost, expense or other liability incurred as a result of the implementation and enforcement of these provisions.
- 4.8 Fee payers shall not be entitled to use the grievance procedure or bring action against the Board for collecting the fair share fee.

#### ARTICLE 5 – NO STRIKE CLAUSE

- 5.1 During the term of this contract or any extension thereof, neither the Local (including its state and national affiliates) nor any employee shall cause, engage in, or sanction any strike, slowdown, or other concerted action, nor shall the Local or any employee cause, engage in, or sanction any picketing or other public demonstration which interferes with the operation of the school district.
- 5.2 During the term of this contract, the Board will not lock out member of the bargaining unit. For the purposes of this Agreement, a “lockout” is defined as a refusal to permit employees to work for the purpose of forcing the Local to accept a contract modification.

#### ARTICLE 6 – GRIEVANCE PROCEDURE

- 6.1 Definitions:
- A. A “grievance” means that there has been an alleged violation of a specific article or section of the written contract. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance.
  - B. The “aggrieved person” or “grievant” means the one making the complaint alleging a grievance.
  - C. The term “days” means work days.

- 6.2 Procedures:

A grievance shall be submitted to the following grievance procedures:

- A. Within twenty (20) days of the alleged violation, the grievant shall file an original and three (3) copies of the form captioned Formal Grievance Form Appendix A (attached hereto) with the supervisor and/or administrator. Within five (5) days thereof, a meeting shall be held wherein the grievance is formally discussed. The disposition rendered by the supervisor shall be given in writing within five (5) days on the Formal Grievance Form upon which the grievance was filed and be served on the grievant individually. A grievance not timely filed is waived.
- B. If the grievant is not satisfied with the disposition of Step A (above) and the grievant wishes to proceed, the grievant must file the original Formal Grievance Form with the Executive Director, and the grievant shall meet and discuss the grievance, and the Executive Director shall serve the grievant individually with this written answer within five (5) days of the submission on the original Formal Grievance Form.
- C. If the grievant is not satisfied with the disposition of Step B (above), and the grievant wishes to proceed, the grievant must appeal the decision of the Executive Director to the Superintendent or designee within five (5) days after receipt of the Director's answer. The Superintendent or designee shall hold a meeting with the grievant on the grievance within ten (10) days of receipt of the appeal, and shall issue a written decision on the grievance within ten (10) days after the meeting.
- D. If the grievant is not satisfied with the disposition heretofore with the Superintendent or designee, the grievant must serve a Notice to Arbitrate on the Treasurer within ten (10) days of the meeting, and within twenty (20) days of the said meeting file an Application for Arbitration of a Grievance with the Federal Mediation and Conciliation Service (FMCS).

The Arbitrator shall be selected from a list of seven (7) names provided by the Federal Mediation and Conciliation Service (FMCS) by the alternate strike method in accordance with its rules and regulations. A second list of seven (7) names may be requested by either party within 10 days of receipt of the original list of arbitrators.

- E. Any grievance not advanced to the next step by the grievant, within the time limit in that step, shall be deemed resolved by the administrator's answer at the preceding step.
- F. There shall be no grievances filed except those sanctioned by the Local. The Local will not be held responsible for those not approved. The Local will have representation at all levels of the grievance procedure.

### 6.3 Powers of Arbitrator:

- A. It shall be the function of the Arbitrator, and he/she shall be empowered, except as his/her powers are limited herein, after due investigation, to make a decision of the grievance definition: a "grievance" means that there has been an alleged violation of a specific article or section of the within contract. If any such

grievance arises, there shall be no stoppage or suspension of work because of such grievance.

- B. The decision of the Arbitrator shall be binding on all parties in grievances filed under the grievance definition. It shall be final and binding on the Local, its members, the employee or employees involved, and the School if within the scope of his/her authority as defined herein.
- C. The Arbitrator shall be without authority to make decisions which require the commission of an act prohibited by law.
- D. He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms in this contract.
- E. The Arbitrator shall have no authority to alter or change any salary schedule including the hourly rate scheduled in effect within the EHOVE Joint Vocational School District.
- F. The Arbitrator's powers shall be limited to deciding whether the Board or Administration has violated or misapplied the specific articles, sections, or combination thereof, of this contract, and he/she shall not imply obligations and conditions binding upon the Board or Administration not specifically set forth in this contract.
- G. In the event that a case is appealed to an Arbitrator on which he/she decided he/she has no authority to rule, it shall be referred back to the parties without decision or recommendation on its merits.
- H. The Arbitrator shall not hear or rule on multiple disputes except by mutual consent of the parties. This should be filed as a group grievance.

6.4 The Board shall not be required to pay back wages more than twenty (20) days prior to the initiation of filing the Formal Grievance Form of the Grievance, if the demand for back pay is applicable, and :

- 1. All claims for back wages shall be limited to the amount of wages that the grievant would otherwise have earned, less unemployment, workers' or disability compensation, that he/she may have received during the period of the back pay; and
- 2. No decision on any one case shall require a retroactive wage adjustment in any other case.

6.5 The expense of the Arbitrator shall be paid by the losing party. All other expenses shall be borne by the party incurring them.

## ARTICLE 7 – DUES CHECKOFF

- 7.1 Employees may have payments for professional dues deducted from their pay in accordance with written authorization for the deduction executed by each employee and delivered to the Treasurer of the Board. Such dues shall be deducted in equal payments each pay period beginning in September and ending in May of each year. Dues deductions authorization may be revoked by an employee during a ten (10) day period ending August 31. The Local will hold the Board and its members safe and harmless and will indemnify it and its members against any loss its members may sustain under this Article or any findings for wrongful disbursements by any state or federal agency.

## ARTICLE 8 – UNIFORMS

- 8.1 All full-time and regular part-time cooks/cashiers and general maintenance employees shall be reimbursed up to Two Hundred and Twenty-Five Dollars (\$225.00) per school year for their uniforms.
- 8.2 Employees shall present receipts to the department supervisor by October 15, January 15, March 15 and June 15.
- 8.3 The uniforms will be selected by the department supervisor and OAPSE representative in the Food Service and General Maintenance departments.

## ARTICLE 9 – VACATION

- 9.1 Full-time employees to be entitled to vacation shall have worked for twelve (12) months between July 1 and June 30. Vacation shall be taken during the ensuing year, commencing each July 1 and terminating June 30. Vacation earned is as follows:
- A. After the first year and for the fifth year – two (2) calendar weeks per year worked.
  - B. Sixth year to the tenth year worked inclusive – one (1) additional work day to be added for each year; i.e, sixth year – eleven (11) work days; seventh year – twelve (12) work days; eighth year – thirteen (13) work days; ninth year – fourteen (14) work days; tenth year – fifteen (15) work days.
  - C. Eleventh year through nineteenth year – fifteen (15) work days per year or three (3) calendar weeks.
  - D. Twentieth year and following – twenty (20) work days or four (4) calendar weeks.
- 9.2 Secretaries shall have the full Christmas break off, and have their salary pro-rated appropriately as long as they are not scheduled school days.

- 9.3 All bargaining unit members shall get Easter/Spring Break off and have salary pro-rated appropriately as long as they are not scheduled school days. It is agreed and understood that the time off will not be paid, that the current practice regarding pro-rating of pay checks will be followed and that there is no restriction on the use of substitutes during the Easter/Spring Break period.
- 9.4 All vacation leave must be scheduled with and approved by the office of the Executive Director.
- 9.5 There shall be from work year to work year no accrual or deferment of vacation leave.
- 9.6 Each twelve (12) months of work for a prior Ohio Public Service will be counted in the determination of vacation leave.

ARTICLE 10 – POSTING, TRANSFERS, AND PROBATIONARY PERIODS

- 10.1 When a job becomes vacant and the Employer wishes to fill the vacancy, or when a new job is created, a job notice shall be posted by the Employer. This notice shall be posted on the district web site, next to the time clock in “F” Building, and on the bulletin board by the mail boxes in “A” Building, and/or Kitchen bulletin board for a minimum of seven (7) work days. When a vacancy occurs all employees will receive a “posting notice” message in the comment section of their pay notification. It will be the responsibility of the employee to check those postings utilizing the above mentioned resources.
- 10.2 The job posting shall specify the title of the position and job classification and job specifications, and shall identify the posting date.
- 10.3 Among current employees bidding for a vacancy, the Administration will consider as factors: ability and qualifications to perform the applied for job, past attendance, seniority and past performance. Current employees who apply for a vacant position shall receive an interview and be considered as a viable candidate for the position.

If the Administration finds the employee applicants to be equally qualified in the opinion of the Administration, then the employee’s seniority shall prevail. Nothing in this section limits the Employer’s ability, in its discretion, to fill a vacancy with a new hire.

- 10.4 A qualified full-time or regular non-certified employee is eligible to apply for transfer, unless on probation.

Employees will submit applications for transfer through the office of the Executive Director.

- 10.5 A new employee shall be on probationary status for one (1) year in his/her new classification and may be removed at any time he/she demonstrates that he/she is or will be unable to satisfactorily perform the requirements of such job. On the next succeeding July 1 after one (1) year of satisfactory service, the employee shall be granted a regular contract for an initial term of one year. Dismissal of a probationary employee is not grievable.

- 10.6 A transfer employee shall be on a job probation for a period of thirty (30) days of work in his/her new classification and may be removed at any time he/she demonstrates that he/she is or will be unable to satisfactorily perform the requirements of such job. A transfer employee may return to his/her previous job classification as long as it is within the thirty (30) day probationary period.
- 10.7 Nothing in this Article shall be construed as limiting management authority to make assignments for the purpose of vacation relief, change of shifts, assignment to another building, or change in work load.
- 10.8 The Employer retains the right to abolish any position that it determines is no longer needed to operate the educational program of the district. If a position is abolished, the Administration will meet with the Association President to explain the reasons.
- 10.9 If, in any event, employees are not notified of said postings as outlined in Section 10.1 of this Article, said postings shall be declared invalid and reposted.

#### ARTICLE 11 – SENIORITY

- 11.1 Seniority is defined as the length of continuous service of an employee from his/her last date of hire within the bargaining unit. Within thirty (30) days after the signing of the Agreement, and each year thereafter, the Employer shall provide the Union with a copy of a current seniority list. The Union may meet the Employer to review the list whenever necessary. The seniority list shall be made up by classification, and shall contain in order of seniority names and dates of hire of each employee.
- 11.2 In order to clarify the intention of the parties, it is agreed that upon an accretion to the OAPSE bargaining unit, the seniority date for the affected employee(s) shall be from the original date of hire with the EHOVE Board of Education, unless service is broken by resignation, termination or retirement, in which case it shall be the most recent date of hire.

#### ARTICLE 12 – ORGANIZATIONAL RIGHTS AND UNION REPRESENTATION

- 12.1 The Union shall have the right:
  - A. To use school buildings for meetings, without fee, at reasonable hours, upon notification of the administrator in charge of such buildings. Permission to use such facilities shall be given as long as it does not interfere with any previously authorized activity in said building.
  - B. To receive copies of all Board of Education agendas upon specific request to the Superintendent or designee by the President of the Union as soon as available.
  - C. To use bulletin boards in employees' lounges to disseminate information to members.

- 12.2 The Union shall provide the Employer or its designated representative an official roster of its officers and representatives which is to be kept current at all times and to include the following:
- A. Name
  - B. Address
  - C. Home telephone number
  - D. Division
  - E. Immediate supervisor
  - F. Union office held
- 12.3 A committee may discuss with the Employer other issues which would improve the relationship between the parties and help to build and maintain a climate of mutual understanding and respect in the solution of common problems.

#### ARTICLE 13 – TRAVEL EXPENSES

- 13.1 The Board of Education will reimburse reasonable travel rate expenses, for Board approved professional leaves, at the IRS rate per mile determined via shortest route from EHOVE to destination.

#### ARTICLE 14 – DISCIPLINE

- 14.1 Discipline shall not be arbitrary, capricious or unreasonable and shall be subject only to the grievance procedure. Discipline shall ordinarily be progressive (warning, reprimand, suspension, termination) but may be initiated out of sequence based upon the severity. Termination of an employee is subject solely to O.R.C. §3319.081 and is not grievable.

#### ARTICLE 15 – PERSONNEL FILE

- 15.1 An employee will have the right to view the contents of his/her master personnel file during the normal work day during employment by the Board and with prior notification to and appointment with the Treasurer. He/she shall furthermore be entitled to place rebuttal material in the file concerning items which he/she views as derogatory provided he/she signs and dates the rebuttal. A representative of OAPSE shall be permitted, at the member's request, to view an employee master personnel file provided the employee signs a form authorizing him/her to do so.
- 15.2 A member shall be entitled to a copy, at his/her expense, of any material in his/her file except for material originally supplied to the Administration as confidential previous to his/her employment.
- 15.3 An employee shall receive a copy of any job-related offense or disciplinary letter before placing in his/her file.

ARTICLE 16 – SICK LEAVE

- 16.1 All accumulations of unused sick leave credits heretofore accrued under prior laws and policies shall remain to the credit of the sick leave account of each employee on the effective date of this plan. Accrued credits shall be allowed to employees transferring their employment from other boards of education to other political subdivisions of Ohio, provided said credits have been computed under the minimum requirements of the laws of the State of Ohio.
- 16.2 On reporting to duty, each new employee with no accumulated sick leave shall be credited with five (5) days sick leave.
- 16.3 At the completion of the fifth month of service and the completion of each month thereafter, one and one-quarter (1-1/4) days of sick leave shall be credited to the sick leave account of the employee for the actual number of months of service rendered and for which the employee was paid, except where such sick leave credit extends the accumulated total sick leave beyond two hundred and seventy-two days.
- 16.4 Sick leave shall be allowed personnel for periods not to exceed their accumulated sick leave account, but with the limitations hereinafter stipulated, and for the following causes:
- A. Employees may use sick leave upon the approval of the office of the Superintendent or designee for absences due to illness, injury, exposure to a contagious disease, pregnancy, and for illness or death in the employee's immediate family which is defined as follows:
    - a person residing in the home of the employee who is a member of the family
    - employee's spouse
    - employee's child or step-child
    - employee's sibling or step-sibling
    - court appointed foster child
    - employee's parents
    - employee's in-law parent
    - employee's grandparent or step-grandparent
    - employee's grandchild or step-grandchild
  - B. Death of a father, mother, father-in-law, mother-in-law, spouse, offspring, or a relative who lives continuously with the employee—five (5) days for each such death.
  - C. Death of a sister, brother, aunt, uncle, grandparent, or step-parent—two (2) days for each such death.
  - D. Serious illness or other serious medical emergency in the employee's immediate household, or parents or children living in separate household, which necessitated the employee's personal presence and attention, but such leave may be granted by

the Superintendent of designee at his/her sole discretion after due application therefore to him/her – in no event may the Superintendent or designee grant more than ten (10) days per year.

- E. Death of a close friend, distant relative, or neighbor – one (1) day for each such death, not to exceed four (4) days per year.
- F. Upon request, the grounds for using sick leave shall be established to the satisfaction of the Superintendent.

- 16.5 A. Employees assigned to work at least thirty (30) hours per week, and one hundred eighty-one days per contract year (July 1 – June 30) shall be paid a sick leave attendance bonus as follows:

0 sick leave days used	\$500.00
1 sick leave day used	\$400.00
2 sick leave days used	\$300.00
3 sick leave days used	\$200.00
4 sick leave days used	\$100.00

- B. Employees assigned to work fewer days/hours per contract year (July 1 – June 30) shall be paid a sick leave attendance bonus as follows:

0 sick leave days used	\$250.00
1 sick leave day used	\$200.00
2 sick leave days used	\$150.00
3 sick leave days used	\$100.00
4 sick leave days used	\$ 50.00

#### ARTICLE 17 – TAX SHELTERED DEDUCTION

- 17.1 Employees may have payments for tax sheltered annuities deducted twice a month in accordance with such written authorization as to deduction of same as is executed by each employee and delivered to the Treasurer of the Board. The Local will hold the Board and its members safe and harmless, and will indemnify it and its members against any loss it or they may sustain by reasons of actions under this Article or any finding for wrongful disbursements by any state or federal agency.

#### ARTICLE 18 -- AFSCME P.E.O.P.L.E. DEDUCTION

- 18.1 The Board agrees to offer payroll deduction to members of the bargaining unit for employees who wish to voluntarily contribute to the AFSCME P.E.O.P.L.E. Program. The amount to be deducted and enrollment in this program is voluntary and can be cancelled by the employee at any time. Proof of enrollment must be submitted to the treasurer's office prior to any deductions being made. Deductions and/or withdrawal will be effective the first pay following the pay period in which the enrollment form was delivered to the treasurer's office.

## ARTICLE 19 – PERSONAL LEAVE

- 19.1 Each employee is entitled to three (3) unrestricted personal days per school year (July 1 through June 30) upon written request to the office of the Superintendent or designee.

Personal leave is intended for personal business that cannot be performed outside of the employee's scheduled work day.

One (1) week advance notice must be given except in emergency situations wherein twenty-four (24) hours notice is required. An employee hired after July 1 and for the remainder of the year will earn one (1) day of personal leave for each eighty-six (86) days worked per prescribed year, up to the prescribed maximum. Personal leave is non-cumulative from year to year.

Personal days shall not be deducted from sick leave and may not be used a work day prior to or the work day following a holiday or break. The superintendent "upon approval" may allow one exception to this provision within a contract year.

- 19.2 No more than ten percent (10%) of the non-certificated employees may take personal leave at any one time, but no more than one (1) employee in any classification. Personal leave will be considered in the order of the application therefore.

- 19.3 A bonus of Five Hundred Dollars (\$500.00) will be paid to any non-certificated employee who does not use any personal leave, Three Hundred Dollars (\$300.00) will be paid to any non-certificated employee who only uses one (1) day personal leave per work year, and One Hundred Dollars (\$100.00) will be paid to any non-certificated employee who uses two (2) days personal leave per work year.

### 19.4 Assault Leave

- A. An employee who is absent from work due to a physical disability resulting from a physical assault which occurred in the course of Board employment while performing Board approved duties shall be eligible to receive assault leave for the period of disability not to exceed fifteen (15) school days.
- B. To be entitled to this leave, and in order for the leave not be charged to sick leave, the following requirements must be met:
1. The incident must be reported to the employee's supervisor as soon as possible after the incident occurred. In the absence of the employee's supervisor, the incident must be reported to any other school administrator.
  2. A written report must be filed with the Superintendent or designee which indicates the nature of the injury, the date of its occurrence, the name of the individual(s), if known, the facts surrounding the assault and a list of witnesses, if any. Said report shall be filed within one (1) school day for the assault or, when the employee is unable to file the report because of disability due to assault, as soon as the employee is able.

3. A certificate from a licensed physician stating the nature and duration of the disability and necessity of absence from regular employment.
  4. A criminal complaint must be filed against the individual(s) who committed the assault.
- C. Provided all the requirements set forth in Paragraph B are met, assault leave shall not be charged against sick leave.

19.5 Jury Duty/Subpoena as a Witness Leave

- A. When it becomes necessary for an employee to accept jury duty, the employee will receive full compensation provided written proof of length of duty from the bailiff of the court is presented to the Treasurer. Any compensation received for such duty must be paid to the Board. Such leave shall not be deducted from any other type of leave.
- B. Employees who are subpoenaed to appear in court as a witness because of the performance of their employment duties in the School District will be provided full compensation. Witness fees received must be paid to the Board. Leave will not be deducted from any other type of leave.
- C. An employee who is required to attend any hearing, pre-trial hearing or status call involving a claim of liability against such employee for alleged conduct or misconduct within the scope of the Employee's employment shall be provided release time with full compensation to attend such proceedings. Additionally, such employee shall be given release time when his/her deposition is taken in connection with such claim. Leave will not be deducted from any other type of leave.

ARTICLE 20 – SEVERANCE

- 20.1 An employee of EHOVE who has ten (10) or more years of public service at the time of retirement may be paid for one-quarter (1/4) of his/her total accrued but unused sick leave credit.
- 20.2 All Bargaining Unit Members shall receive a lump sum of Two Hundred Twenty-Five Dollars (\$225.00) per year service at EHOVE upon retiring.

ARTICLE 21 – HOSPITALIZATION, PRESCRIPTION AND DENTAL INSURANCE

- 21.1 A. Hospitalization, Major Medical, and Dental Benefits
1. Employee must work thirty (30) hours per week at least one hundred eighty-one (181) days a year in order to elect insurance benefits.

2. Employees shall pay ten percent (10%) of the cost for hospitalization and dental insurance for family and single coverage. Effective July 1, 2014, this percentage increases to eleven percent (11%). Effective July 1, 2015, this percentage increases to twelve percent (12%). The Board shall pay the remainder of the cost. Coverage and applicable dates shall be as set forth in Appendix B. The Local will hold the Board and its members safe and harmless and will indemnify it and its members against any loss it or they may sustain by reason of actions under this Article or any findings for wrongful disbursements by any state or federal agency. Reimbursement: \$200.00 to eligible Bargaining Unit Members who exceed \$300.00 in out-of-pocket expenses.
  3. Any employee electing insurance coverage shall have their portion of payments deducted from their paychecks pursuant to a salary reduction plan in accordance with applicable IRS regulations.
  4. All full time employees taking insurance shall also have an IRS Section 125 flexible spending account established for them on an annual basis, September 1 through August 31. The flexible spending account shall be in the amount of \$900 – Single, \$1200 – Family Plan and may be used for reimbursement of medical expenses which are not otherwise covered or reimbursed for the employee. In the case where two EHOVE employees are married, one spouse will receive \$1,000 and the other will receive \$1,200 in the flexible spending account. Reimbursement shall be conditioned upon presentation of necessary documentation of the expense. This account shall not be cumulative.
  5. Part-time employees who are employed for a 181-day contract year shall have an IRS Section 125 flexible spending account established for them on an annual basis, September 1 through August 31. The flexible spending account shall be in an amount equal to \$100.00 multiplied by the regular daily hours worked. [Example: Three-hour employees, \$300.00 annual flexible spending account.] The account may be used for reimbursement of medical expenses which are not otherwise covered or reimbursed for the employee. Reimbursement shall be conditioned upon presentation of necessary documentation of the expenses. This account shall not be cumulative.
- B. If an employee's spouse is eligible to participate, as a current employee, self-employed individual (other than a sole proprietor) in a business or organization (e.g., partner, member), or retiree in group health insurance and/or prescription drug insurance sponsored by his/her employer, business, organization, or any retirement plan, the spouse must enroll for coverage in such employer, business, organization, or retirement plan sponsored group insurance coverage(s) no later than August 15 of each year.

This requirement does not apply to any spouse who:

1. Works less than 20 hours per week AND is required to pay more than 50% of the single premium to participate in his/her employer's, business's, organization's or retirement plan's group health insurance coverage and/or prescription drug insurance.
2. Is employed by another Huron-Erie School Employee Insurance Association (HESE) district, provided the spouse does not receive any available payment (or any other form of remuneration) from that HESE district for waiving health insurance and/or prescription drug insurance coverage.

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

Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer, business, organization, or any retirement plan, as required by this Section, shall be ineligible for benefits under such group insurance coverage sponsored by HESE.

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

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

If the employee submits false information, or fails to timely advise the Plan of a change in a spouse's eligibility for employer (or business, organization, or retirement plan) sponsored group health insurance and/or prescription drug insurance, and such false information or such failure results in the Plan providing

benefits to which the spouse is not entitled, the employee will be personally liable to the Plan for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Plan. Any amount to be reimbursed by the employee may be deducted from the benefits to which the employee would otherwise be entitled. In addition, the spouse will be terminated immediately from group health insurance and/or prescription drug insurance coverage under the Plan. If the employee submits false information, the employee may be subject to disciplinary action, up to and including termination of employment.

#### ARTICLE 22 – LIFE INSURANCE

- 22.1 The Board will provide a Fifty Thousand Dollar (\$50,000.00) life insurance policy for all employees at Board expense. The Local will hold the Board and its members safe and harmless, and will indemnify it and its members against any loss it or they may sustain by reason of actions under this Article or any findings for wrongful disbursements by any state or federal agency.

#### ARTICLE 23 – MEDICAL INSURANCE BUYOUT

- 23.1 The Board shall pay One Thousand Dollars to any full time bargaining unit member who elects not to be covered by Board-provided hospitalization, dental or prescription insurance, provided they will not be enrolling in another Huron Erie School Employee Insurance Association member district plan or insured by the Board as a dependent. Employees must notify the Board by June 15 of each year if they wish to elect this option. Payment shall be made with the last paycheck of the fiscal year. The choice as to whether to be covered by the aforesaid insurance or receive the buyout shall be an election under an IRS Section 125 plan.

#### ARTICLE 24 – ANNUITY

- 24.1 The Board agrees the employee portion of the retirement contributions will be treated as a tax sheltered annuity.
- 24.2 Within thirty (30) days of execution of the within Agreement, and before the year in which the Agreement is in effect, the Board shall pass a resolution to read, as follows:

It shall be resolved, that the contribution made by each employee within the bargaining unit, effective July 1, shall be treated pursuant to Internal Revenue Service ruling 77-462 and 81-36, as a contribution to a tax free annuity.

Be it further resolved, that its employees contribution to the School Employee Retirement System, shall not be includable as income to the employee for as long as the Internal Revenue Service abides by its ruling 77-462 and 81-36; and for as long as the State of Ohio by way of statutes or court decree is in conformity with the Attorney General's Opinion 82-097.

Be it further resolved, that nothing contained herein shall obligate the Board to pay any portion of the employee's contribution to the School Employees Retirement System.

Be it further resolved, that if necessary to meet the requirements of the regulations, the employee's contribution to the Retirement System shall be designated "picked up."

The Union will hold the Board harmless from the implementation of this Article.

#### ARTICLE 25 – SERS PICK-UP/WAGE INCREASE

- 25.1 The Board of Education agrees to pay the employee's full SERS contribution and pick-up on the pick-up on the pick-up, to a maximum of ten percent (10%) of employee compensation. The wage schedules for the term of this Agreement is Appendix C. This shall supercede O.R.C.
- 25.2 One time payment, by separate check, in second pay of November, 2013, as follows: \$100.00 per regular hour worked. [Examples: 7.75 hours = \$775.00; 3.25 hours = \$325.00]
- 25.3 The same one-time payment shall be made each year by separate check, in the second pay of November, to each employee who was at Step 21 for the duration of this contract who therefore did not advance a step during any contract year. The payments in this paragraph expire at the end of this Agreement unless re-negotiated.

#### ARTICLE 26 – HOLIDAY PAY

- 26.1 The following days are paid holidays when the days are within the employee's contract year:

New Year's Day	January 1
Martin Luther King Day	Third Monday of January
President's Day	Third Monday of February
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Eve Day	December 24
Christmas Day	December 25
Day after Christmas	December 26

## ARTICLE 27 – EXTRA WORK/OVERTIME

- 27.1 Any Bargaining Unit Employee who works for and is paid by the Board for time worked in excess of forty (40) hours per week, Sunday through Saturday inclusive, shall be paid a rate equal to one and one-half (1-1/2) times his hourly rate.
- 27.2 To be entitled to overtime, the Bargaining Unit Employee must have on his/her behalf his/her supervisor's written approval therefor filed with the Treasurer.
- 27.3 Any Bargaining Unit Employee working for or being paid by anyone other than the Board whether or not on school premises shall not be entitled to apply hours worked towards his/her forty (40) hour work week or for overtime pay from the Board.
- 27.4 No Bargaining Unit Employee may otherwise receive payment equivalent to, duplication of, or the pyramiding of hours toward his/her forty (40) hour work week or for overtime time.
- 27.5 Anyone hired by the Board or paid by the Board to drive a bus or who otherwise is hired to perform a specific function not part of his/her classification shall be paid in accordance with Board policy.
- 27.6 A minimum of three (3) hours at a rate equal to one and one-half (1 ½) times his hourly rate in lieu of holiday pay will be given when called out or scheduled for work on a holiday.
- 27.7 All overtime shall be voluntary except in cases of where the Superintendent or designee determines that the need for overtime exists and there are no volunteers, in which case the Superintendent/designee may assign overtime to the least senior employee in the classification.
- 27.8 All overtime or extra work shall be offered on a rotation basis by department recognizing seniority, to the extent possible.
- 27.9 Extra work/overtime exists for all employees, with prior approval.

## ARTICLE 28 – CALAMITY DAYS

- 28.1 Calamity days are scheduled school days that are cancelled or affected due to weather or other unforeseen event.
- 28.2 In situations where a calamity day does not cover all shifts, each shift will be notified of whether the calamity is applicable.
- 28.3 A minimum of three (3) hours pay will be given when employees are called out for work on a calamity day.

- 28.4 In lieu of any calamity day pay which would otherwise apply, employees who work their regular shift and/or additional hours shall be paid at a rate equal to one and one-half (1 ½) times their regular hourly rate.
- 28.5 Pre-approved leaves supercede a calamity day for compensation purposes.

#### ARTICLE 29 – SEVERABILITY

- 29.1 In the event there is a conflict between a provision of this Agreement and any applicable federal law, or valid rule or regulation adopted by a federal agency pursuant thereto, the applicable federal law or valid rule or regulation adopted by a federal agency shall prevail as to that provision. All other provisions of this Agreement which are not in conflict with any applicable federal law, or valid rule or regulation adopted by a federal agency pursuant thereto, shall continue in full force and effect in accordance with their terms.
- 29.2 The Board shall be permitted to do everything required to comply with all laws and regulations of the United States Government or any agency and subdivision thereof, and executive orders of the President of the United States pertaining to employment and discrimination practices.

#### ARTICLE 30 – WAIVER

- 30.1 The parties acknowledge that during the negotiations each has the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity will be set forth in the agreement, each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed any agreement.

#### ARTICLE 31 – PAID LUNCH, VARIATIONS IN SCHEDULING

- 31.1 Full-time and school calendar Custodial Employees will be entitled to a thirty (30) minutes uninterrupted, paid lunch.
- 31.2 Variations in scheduling may be developed in concert with the Administrator and employees, building by building; however, the Employer retains the right to schedule such time in a reasonable manner that necessary coverage of assignment will be made.

## ARTICLE 32 – ADULT EDUCATION COURSE REGISTRATION

- 32.1 OAPSE members may register for EHOVE Adult Education part-time courses without charges providing vacancies exist between minimum enrollment requirements and maximum class size.
- 32.2 OAPSE members may register for EHOVE Adult Education full-time programs (600 hours or more) at a fifty percent (50%) discount of the published tuition fee providing vacancies exist between minimum enrollment requirements and maximum class size.
- 32.3 For all Adult Courses, fees for books and personal hand tools or equipment are not included in tuition and must be paid for by the OAPSE member, except in cases where the taking of the part-time class enhances the OAPSE member in their respective job classification. A lab fee may be assessed for expendable materials and supplies.

## ARTICLE 33 – SPECIAL LEAVE

- 33.1 All Bargaining Unit Employees may request up to five (5) days paid leave from the Superintendent or designee. Such leave shall not be deducted from the employee's personal leave. This leave will be requested only when no other part of the contract covers the requested leave.

## ARTICLE 34 – FAMILY AND MEDICAL LEAVE ACT

- 34.1 The Family and Medical Leave Act of 1993 shall not diminish the leave of absence rights and benefits under this Agreement where it provides greater rights and benefits than the Family Leave Act. To the extent that the Family Leave Act mandates leave right and benefits beyond those provided in this Agreement, those incremental leave of absence rights and benefits should be accorded to the bargaining unit members.

Nothing contained in this Agreement shall prevent the Board from complying with the requirements of federal or state laws pertaining to family or medical leaves of absence. The Board may establish rules regarding the twelve (12) month period in which leaves may be taken under the Family and Medical Leave Act of 1993, and the use of paid leave as part of a family and medical leave. The parties recognize that the special rules regarding employees of schools under the Family and Medical Leave Act shall be applicable.

## ARTICLE 35 – WORK RULES

- 35.1 The Employer shall provide copies of all existing work rules, policies, or directives to the officers of the Union and the Bargaining Unit Employees.

Copies of newly established work rules or amendments to existing work rules will be furnished to the appropriate Union officials prior to their posting and implementation.

ARTICLE 36 – LAYOFF AND RECALL

- 36.1 If it becomes necessary to reduce the number of employees in a job classification due to lack of funds, or lack of work, or abolishment of positions, the following procedures shall govern such layoffs:
- A. The number of people affected by reduction in the force will be kept to a minimum by not employing replacements, insofar as practical, of employees who resign, retire, or otherwise vacate a position in the affected department.
  - B. Whenever it becomes necessary to lay off employees by reason stated above, affected employees shall be laid off according to seniority within the Department, with the least senior employee laid off first. Seniority shall be defined in Article 11. Authorized leaves of absence do not constitute an interruption in continuous service. In the case of identical seniority, the Administration and Union shall determine a fair and equitable means of deciding which employee shall be laid off first.
  - C. The following departments shall be used for the purpose of defining departmental seniority in the event of layoff:
    - 1. Cafeteria
    - 2. Aides – “All”
    - 3. Secretarial/clerical
    - 4. General Maintenance
  - D. The Board shall determine in which department the layoff should occur and the number of employees to be laid off. In the department of layoff, employees on limited contract shall be laid off before any employee in the classification employed under continuing staff is laid off.
  - E. Prior to the effective date of layoff, the Board shall prepare and post for inspection in a conspicuous place a list containing the names, seniority dates, departments, and indicate which employees are to be laid off. Each employee to be laid off shall be given advance notice of the layoff. Each notice of layoff shall state the following:
    - 1. Reasons for the layoff or reduction.
    - 2. The effective date of layoff.
    - 3. A statement advising the employee of his/her rights of reinstatement from the layoff.
  - F. For the department in which the layoff occurs, the Board shall prepare a reinstatement list, and the names of all employees employed under limited contract status shall be placed on the reinstatement list in the reverse order of layoff. The names of all employees employed under the continuing status shall be placed on a separate reinstatement list in reverse order of layoff. Reinstatement shall be made from this list before any new employees are hired in the department

or any employee is reinstated from the department's limited contract list. An employee must hold a pre-kindergarten certification to be reinstated to the position of Nursery School Director.

- G. Vacancies which occur in the department of layoff shall be offered to the employee standing highest on the layoff list before the next person on the list may be considered after the active employee's bid.
- H. The employee's name shall remain on the appropriate list for a period of two (2) years from the effective date of layoff. If reinstated from layoff during the period, such employee shall retain all previous accumulated seniority and a notice of reinstatement shall be made by certified mail.
- I. Individuals on the recall list shall have ten (10) calendar days to respond to the recall notice. If the individual does not respond or if the individual decides not to accept reinstatement, then the individual's name shall be removed from the recall list. However, this Section does not apply to employees recalled to a position which pays less or has less hours than what the employee was displaced from. "Employees shall not be required to take a position which causes a loss in pay or hours."
- J. This procedure shall only apply to layoffs. Nothing in this contract shall be interpreted as requiring the Board to fill a vacancy.

#### ARTICLE 37 – EVALUATION

- 37.1 Every employee shall be evaluated at least once a year by his/her immediate supervisor.
- 37.2 Any written evaluation form shall be shown to and signed or initialed by the employee prior to inclusion of the form in that employee's personnel file. The refusal of any employee to initial or sign the form will not bar the inclusion of that form in the employee's personnel file if the appropriate supervisor certifies, in writing, that the evaluation form was shown to the employee and that the employee refused to initial or sign it.
- 37.3 Any employee may include in his/her personnel file any written reply to any evaluation form.
- 37.4 Evaluations shall not be used for disciplinary purposes, but may be used as evidence to support disciplinary measures.
- 37.5 The evaluator should make recommendations for improvements in area where the employee is rated as less than satisfactory. The responsibility for improvements rests with the employee.

ARTICLE 38 – ENTIRE AGREEMENT CLAUSE

38.1 This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged past practices, between the Board and the Local and constitutes the entire agreement between the parties. This Agreement represents a completion of negotiations on all bargainable issues for the duration of the Agreement, and nothing during such term shall be negotiable.

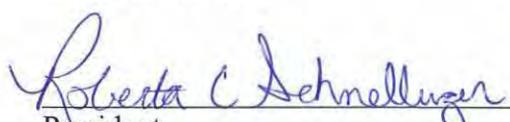
This Agreement made and entered into on this 6<sup>th</sup> day of November, 2013, by and between the Board of Education of the EHOVE Joint Vocational School District and Local No. 500 Ohio Association of Public School Employees.

In witness whereof, the parties hereto have caused this instrument to be executed by their respective representatives, as shown below.

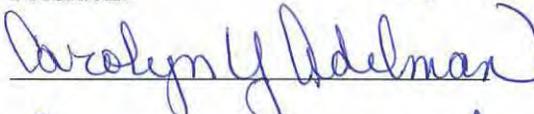
BOARD OF EDUCATION

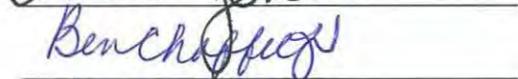
LOCAL NO. 500

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Negotiations Chairman

  
\_\_\_\_\_

  
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**FORMAL GRIEVANCE FORM**

Submit 3 copies

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Name of Grievant	Article Violated	Date Filed	Filed Against Whom
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Step 1

A. Date Grievance Occurred \_\_\_\_\_

B. 1. Statement of Grievance \_\_\_\_\_

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2. Relief Sought \_\_\_\_\_

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\_\_\_\_\_  
Signature Date

C. Disposition by Supervisor \_\_\_\_\_

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\_\_\_\_\_  
Signature Date

Step 2

A. Date Received by Executive Director or Designee \_\_\_\_\_

If additional space is needed in reporting Sections: B1 and B2, Step 1, attach an additional sheet

**GRIEVANCE FORM**

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B. Disposition of Executive Director or Designee \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature Date

Step 3

A. Date Received by Superintendent or Designee \_\_\_\_\_

B. Disposition by Superintendent or Designee \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature Date

Step 4

A. Date Notice of Arbitration \_\_\_\_\_

B. Received by Treasurer \_\_\_\_\_

Signature Date

Effective October 1, 2007



**Huron-Erie School Employee  
Insurance Association  
EHOVE Career Center  
SuperMed Plus – HESE Option 1a**



Benefits	Network	Non-Network
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>	
Dependent Age Limit	19 Dependent / 25 Student Removal upon End of Month	
Blood Pint Deductible	0 pints	
Lifetime Maximum	\$2,000,000	
Benefit Period Deductible – Single/Family <sup>1</sup>	\$500 / \$1,000	\$500 / \$1,000
Coinsurance	90%	80%
Coinsurance Maximum - Single/Family <sup>1</sup>	\$500 / \$1,000	\$1,000 / \$2,000
Coinsurance Out-of-Pocket Maximum (Including Deductible) – Single/Family	\$1,000 / \$2,000	\$1,500 / \$3,000
<b>Physician/Office Services</b>		
Office Visit (Illness/Injury) <sup>2</sup>	\$20 copay, then 100%	\$20 copay, then 80%
Urgent Care Office Visit <sup>2</sup>	\$20 copay, then 100%	\$20 copay, then 80%
Voluntary Second Surgical Opinion <sup>2</sup>	\$20 copay, then 100%	\$20 copay, then 80%
<b>Routine Services</b>		
Routine Physical Exams (Ages nine and over) <sup>2</sup>	\$20 copay, then 100%	\$20 copay, then 80%
Well Child Care Services including Exam, Immunizations and Laboratory Tests (Birth to age nine, limited to a \$500 maximum per benefit period) <sup>2</sup>	Exam - \$20 copay, then 100% Immunizations/Labs – 90% - Not subject to deductible	\$20 copay, then 80%  Immunizations/Labs – 80% - Not subject to deductible
Routine Mammogram (One per benefit period)	90% not subject to deductible	80% not subject to deductible
Routine Pap Test (One per benefit period)	90% not subject to deductible	80% not subject to deductible
Routine Prostate Specific Antigen (PSA)	90% not subject to deductible	80% not subject to deductible
Routine Endoscopies	90% not subject to deductible	80% not subject to deductible
All Routine X-rays, Medical Tests and Laboratory Tests (Ages nine and over)	90% not subject to deductible	80% not subject to deductible
<b>Outpatient Services</b>		
Surgical Services	90% after deductible	80% after deductible
Diagnostic Services	90% after deductible	80% after deductible
Physical & Occupational Therapy - Facility and Professional (40 visits combined per benefit period)	90% after deductible	80% after deductible
Chiropractic Therapy – Professional Only (12 visits per benefit period)	50% after deductible	50% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	90% after deductible	80% after deductible
Cardiac Rehabilitation	90% after deductible	80% after deductible
Emergency use of an Emergency Room <sup>3</sup>	\$75 copay, then 100%	
Non-Emergency use of an Emergency Room <sup>4</sup>	\$75 copay, then 90%	\$75 copay, then 80%

Effective October 1, 2007

Benefits	Network	Non-Network
<b>Inpatient Facility</b>		
Semi-Private Room and Board – Including Ancillaries (365 days per in-hospital benefit period <sup>5</sup> )	90% after deductible	80% after deductible
Maternity	90% after deductible	80% after deductible
Skilled Nursing Facility (Two days available for each unused in-hospital day)	90% after deductible	80% after deductible
Human Organ Transplants	90% after deductible	80% after deductible
<b>Additional Services</b>		
Allergy Testing and Treatments	90% after deductible	80% after deductible
Ambulance – air if medically necessary	90% after deductible	80% after deductible
Durable Medical Equipment	90% after deductible	80% after deductible
Home Healthcare	90% after deductible	80% after deductible
Hospice Services	90% after deductible	80% after deductible
Private Duty Nursing	90% after deductible	80% after deductible
<b>Mental Health and Substance Abuse</b>		
Inpatient Mental Health and Substance Abuse Services (31 days per benefit period; Substance Abuse limited to 3 admissions per Lifetime)	90% after deductible	80% after deductible
Outpatient Mental Health and Substance Abuse Services (50 visits per benefit period)	50% after deductible	50% after deductible

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

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

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

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

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

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

<sup>1</sup>Maximum family deductible. Member deductible is the same as single deductible. 4<sup>th</sup> quarter carryover applies.

<sup>2</sup>The office visit copay applies to the cost of the office visit only.

<sup>3</sup>Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.

<sup>4</sup>Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

<sup>5</sup>An in-hospital benefit period is a period of time beginning when the member enters a hospital and ending when he/she has been out for 90 consecutive days.

Revised 06/06/07  
HESE Medical Plan 1a

Effective October 1, 2007



**Huron Erie School Employee  
Insurance Association  
EHOVE Career Center  
Prescription Drug Program – HESE Option 3a  
without Oral Contraceptives\***

<b>Benefits</b>	<b>Copay</b>	<b>Day Supply</b>
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>	
Dependent Age Limit	19 Dependent / 25 Student Removal upon End of Month	
<b>Retail Program with Oral Contraceptive Coverage*</b>		
Generic Copayment	\$10	30
Brand Copayment	\$25	30
<b>Home Delivery Program with Oral Contraceptive Coverage*</b>		
Generic Copayment	\$20	90
Brand Copayment	\$50	90

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

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

**\*Oral Contraceptives covered for medically necessary care only**

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Revised 06/06/07  
HESE Rx Plan 3a w/o OC

Effective October 1, 2007



Huron Erie School Employee  
Insurance Association  
EHOVE Career Center  
Traditional Dental  
With Orthodontia



<b>Benefits</b>	
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>
Dependent Age Limit	25; Removal upon End of Calendar Year
Benefit Period Maximum (per member)	\$2,500
Benefit Period Deductible (Single / Family) <sup>1</sup>	\$25 / \$50
Orthodontic Lifetime Maximum	\$1,500
<b>Preventive Services</b>	
Oral Exams – two per benefit period	100%
Bite Wing X-Rays – two sets per benefit period	100%
Diagnostic X-Rays – including Full Mouth/Panorex, which are limited to one every 36 consecutive months	100%
Prophylaxis (cleaning) – two per benefit period	100%
Fluoride Treatment – one treatment per benefit period	100%
Sealants – limited to eligible dependents up to age 14	100%
Tests and Lab	100%
Space Maintainers- limited to eligible dependents up to age 19	100%
Emergency Palliative Treatment – includes emergency oral exam	100%
<b>Essential Services</b>	
Consultations and Other Exams by Specialist	80% after deductible
Minor Restorative Services	80% after deductible
Endodontics/Pulp Services	80% after deductible
Therapeutic Injections	80% after deductible
Periodontal Services	80% after deductible
Repairs, Relines & Adjustments of Prosthetics	80% after deductible
Simple Extractions	80% after deductible
Impactions	80% after deductible
Minor Oral Surgery Services	80% after deductible
General Anesthesia	80% after deductible
<b>Complex Services</b>	
Gold Foil Restoration	60% after deductible
Inlays, Onlays – one every five years	60% after deductible
Crowns – one every five years	60% after deductible
Bridgework (Pontics & Abutments) – one every five years	60% after deductible
Partial and Complete Dentures – one every five years	60% after deductible

Effective October 1, 2007

Benefits	
<b>Orthodontic Services</b>	
Orthodontic Diagnostic Services	60%
Minor Treatment for Tooth Guidance	60%
Minor Treatment for Harmful Habits	60%
Interceptive Orthodontic Treatment	60%
Comprehensive Orthodontic Treatment	60%

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

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

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

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<sup>1</sup>Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.

**SALARY GRID**  
**2013-2014**  
**2014-2015**  
**2015-2016**

Base	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
<b>Secretary, Aide, Cook/Cashier, (General Maintenance hired after 1/1/1997)</b>																						
14.84	14.98	15.09	15.21	15.36	15.50	15.64	15.76	15.87	16.04	16.16	16.28	16.54	16.68	16.82	16.94	17.05	17.21	17.33	17.48	17.70	18.02	
<b>Aides (hired after 1/1/1997)</b>																						
13.15	13.26	13.38	13.53	13.67	13.81	14.05	14.20	14.33	14.44	14.59	14.70	14.83	14.98	15.11	15.22	15.26	15.38	15.50	15.65	15.88	16.20	
<b>General Maintenance (hired before 1/1/1998)</b>																						
																17.61	17.72	17.88	17.99	18.12	18.39	18.71
<b>Bus Drivers after 7/1/13</b>																						
13.15	13.26	13.38	13.53	13.67	13.81	14.05	14.20	14.33	14.44	14.59	14.70	14.83	14.98	15.11	15.22	15.26	15.38	15.50	15.65	15.88	16.20	