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# **NEGOTIATED AGREEMENT**

**BETWEEN**

**THE INDIAN CREEK LOCAL SCHOOL  
DISTRICT BOARD OF EDUCATION**

**AND**

**OHIO ASSOCIATION OF  
PUBLIC SCHOOL EMPLOYEES  
AFSCME LOCAL #4/AFL-CIO  
AND ITS LOCAL #460**

**JULY 1, 2014 TO JUNE 30, 2017**

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## ARTICLE I - COMPREHENSIVE AGREEMENT

- 1.01 This Agreement contains all the provisions agreed to by the Indian Creek Board of Education (herein referred to as the Board) and Local Union 460 of the Ohio Association of Public School Employees, AFSCME, AFL-CIO (hereinafter referred to as the Union.) All prior agreements and or practices, including “gentleman’s agreement”, not contained herein shall not be binding upon the parties to this Agreement. Through the duration of this Agreement, all provisions will remain unchanged unless mutually agreed to by both parties in writing. The Board and Union will publish copies to supply every member of the bargaining unit with a copy.
- 1.02 All Board rights, powers, duties, and authority are, retained by and shall remain exclusively vested in the Board pursuant to O.R.C. 4117.08, except as clearly and specifically limited by this Agreement.
- 1.03 The Superintendent and his staff have the responsibility of carrying out the policies established by the Board.
- 1.04 All provisions of this Agreement will supersede law to the extent allowed by 4117 O.R.C. in the area of mandatory and permissive subjects of bargaining. If any provision of this Agreement is declared unenforceable by court action (after appeals) then such provision shall not be applicable, performed, or enforced, but an emergency negotiations meeting will be held within ten (10) days to determine the necessary changes required to make the contract whole again.
- 1.05 Principles
- The Board shall be an equal opportunity employer and shall not discriminate against any applicant or employee in terms of wages, hours, assignments, reassignments, layoffs, suspensions or other terms and conditions of employment on the basis of race, religion, color, national origin, age, marital status, or sex.
- 1.06 Recognition
- The Administration recognizes the Ohio Association of Public School Employees and it’s Local 460 as sole and exclusive bargaining agent for all classified employees for the purpose of collective bargaining in rates of pay, hours of work, and terms and conditions of employment.
- 1.07 The Union shall not include:
1. Treasurer Staff: Budgetary Clerk/Secretary; Account Payable/Secretary; and Payroll Clerk/Secretary
  2. Secretary(ies) to the Superintendent
  3. Secretaries to the Assistant Superintendent

1.08 Disputed Exclusions

Unless mutually agreed to by both parties, the determination of whether or not a newly created position is or is not included with the bargaining unit shall be referred to the State Employment Relations Board (SERB).

1.09 The terms of any newly created position or classification not specifically written into this Agreement shall be negotiated by both parties. Should the parties be unable to agree on terms for said position or classification the matter shall be resolved through Arbitration in accordance with Article 3.

1.10 The Administration shall not use contractors or supervisors to perform work normally and historically done by bargaining unit members unless such work to be performed is beyond the skills or capabilities of the bargaining unit members. Supervisors may be used in an extreme emergency. The Union has the right to sign off on any grant that requires the use of volunteers. The Union has the right to sign off on any summer employment program that the Board proposes. The Union has the right to sign off on the use of workers who are being paid by third parties or who are required to work by third parties.

**ARTICLE 2 – NEGOTIATION PROCEDURES**

2.01 Opening Negotiations

1. Negotiations may be initiated by either party not less than ninety (90) days prior to but not earlier than one hundred twenty (120) days before the expiration of this Agreement.
2. Request initiated by the Union shall be sent to the President of the Board and the Superintendent of Schools.
3. Request by the Board shall be sent to the President of the recognized Union and the Superintendent.
4. Before each negotiation session officially adjourns, the tentative agenda, time, and place for the next session shall be mutually agreed upon by the chief negotiators.
5. At the initial session, the parties shall exchange their detailed, written proposals. No new items shall be submitted thereafter except upon mutual agreement of the teams.
6. All negotiation meetings will be held in executive session by the respective teams.

## 2.02 Teams

Neither party in any negotiations shall have any control over the selection of the negotiation or bargaining representatives of the other party. Negotiation teams shall consist of no more than five (5) individuals.

1. The negotiations shall be conducted exclusively between said teams. In addition to said teams, each party shall be authorized to admit not more than two (2) observers to each meeting. Observers shall be without the right to speak or otherwise comment to either team.
2. In addition to said observers, each team shall be authorized to admit two (2) consultants to each meeting. Consultants may converse with members of their team. Each team may call upon their consultants to present its case. No more than one (1) consultant may address the negotiations team at one time. The cost of such consultants shall be borne by the team requesting them.

## 2.03 Scope of Negotiations

The scope of negotiations shall include all matters pertaining to wages, hours or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of a previous collective bargaining agreement between the parties.

## 2.04 Exchange of Information

Within one (1) week of a written request, the Board will provide the Union, at no cost to the Board, with all available public information on the official forms, related to subjects for negotiations. Within one (1) week of a written request, the Association will provide the Board, at no cost to the Union, with information, in such form, as it exists, related to subjects for negotiations.

## 2.05 Caucus

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

## 2.06 Agreement

When tentative agreement is reached, all tentative agreements in a package shall be voted on by members of the Union. If it is accepted, it shall be signed by the Chapter President and submitted to the Board for its approval or disapproval. If approved, it shall be signed by the President of the Board and become part of the official minutes of the Board.

The contract shall supersede any rules, regulations or practices of the Employer that are contrary to or inconsistent with said Agreement.

## 2.07 Dispute Resolution

1. When either party feels that bargaining has reached a deadlock, impasse may be declared to the other party.
2. With ten (10) days of impasse declaration, either party may request a mediator through the Federal Mediation and Conciliation Service.
3. The mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties.
4. The mediator is without authority to bind the Board or to bind the Union to an agreement. Mediation, as described in this Article, constitutes the parties mutually agreed upon and exclusive dispute settlement procedure and shall operate in lieu of any and all of the dispute settlement procedures set forth in the Ohio Revised Code. This Article does not diminish or preclude the legal right to strike.

## 2.08 News Release

Prior to the declaration of impasse, it is agreed that neither party to this Agreement will resort to the use of public media in any effort to affect the outcome of the negotiations. Any release of information to the public relative to the negotiations must be mutually agreed upon in terms of content prior to its release. It is recognized, however, that both parties will be free to make periodic progress reports to the Board of Education and the Union, respectively. This provision is intended to prevent detrimental publicity that could undermine the good faith principle inherent in this document.

## **ARTICLE 3 – GRIEVANCE PROCEDURE**

### 3.01 Definitions

1. Days shall mean workdays excluding Saturday, Sunday, and holidays. The exception will be in 3.02 that states school days for the initial step.
2. Grievant shall mean member(s) of the bargaining unit or the Union in matters concerning a class action grievance.
3. Grievance shall mean a claim of an alleged violation, misinterpretation, or misapplication of the terms of the Agreement. Discipline will be subject to the grievance procedure.
4. Administrators shall mean the Superintendent, Assistant Superintendent, Principals, Assistant Principals, Treasurer, Business Manager, and Transportation Supervisor.

5. Immediate Supervisor shall mean the person having immediate and direct supervision of the grievant.

The following classifications are under direction of the Superintendent or his designee. These classifications are to remain the same throughout the contract.

<u>JOB CLASSIFICATION</u>	<u>IMMEDIATE SUPERVISOR</u>
Maintenance Personnel	Superintendent or his designee
Groundskeeper	Superintendent or his designee
Auxiliary Service Clerks	Superintendent or his designee
Paraprofessionals	Principal or Assistant Principal
Library Media Personnel	Principal or Assistant Principal
Head Cook	Principal or Assistant Principal
Cook/Cashier	Principal or Assistant Principal
Custodian	Principal or Assistant Principal
Secretary	Principal or Assistant Principal
Bus Drivers	Transportation Supervisor
Bus Attendant	Transportation Supervisor
Mechanics	Transportation Supervisor

6. Form shall mean the official grievance form and they shall be submitted in triplicate (one for grievant, one for the Administration, one for the Union).
7. Number of Days Specified shall be the maximum number of days allowed. However, the time limits provided herein may be extended by mutual agreement of the parties.
8. Time Limits Within the time limit in that step, any grievance not advanced to the next step by the grievant or the local Union shall be deemed resolved by the Administration's answer. Any grievance not answered by the Administration within the time limit shall advance to the next step in the grievance procedure.
9. Official Grievance Number Number assigned to grievance by the Union.

### 3.02 Grievance Procedure

The procedure is to secure a decision at the lowest level by the person having the authority to resolve it. The initial step is always the immediate supervisor. The initial step may be an informal meeting with the immediate supervisor within ten (10) school days of the alleged violation.

If the meeting fails to resolve the alleged violation then the formal procedure is to be followed.

This procedure is to secure the rights of the parties, including the grievant(s) and obtain a decision at the lowest level by the person having the authority to resolve it. The grievant(s) is assured of the right to representation at all formal levels of the proceedings

after the immediate supervisor level by a representative of the recognized bargaining agent to be present, participate and assist in the grievance. The grievant(s) shall have the right to respond and present evidence to support the grievance(s).

### 3.03 Formal Procedure

1. Grievant must file a form with the immediate supervisor within ten (10) days of the alleged violation, or informal meeting with the immediate supervisor, whichever is later.
2. The immediate supervisor shall meet and respond to the grievant or disposition of grievance form within ten (10) days of receipt of form.
3. If grievance is denied, grievant may file with the Superintendent or Board's designee within seven (7) days of the decision.
4. The Superintendent or Board's designee will respond to the grievant within seven (7) days of receipt of form or meeting whichever is later on the disposition of grievance form.
5. If grievance is denied, grievant may file a form within seven (7) days with the Board and the Superintendent. The Board or a committee thereof shall review the grievance and hold a hearing with the grievant, if requested, and render a decision in writing within thirty-five (35) days of the receipt of the form by the Board.
6. If the grievance is denied by the Board, grievant or the Union may request that the issue be submitted to arbitration within thirty (30) days after receiving the Board's decision. The arbitrator shall be selected by mutual agreement of the parties or by using the Alternate Strike Method from a list of seven (7) names submitted by the Federal Mediation and Conciliation Service (FMCS). Once appointed, the arbitrator shall hold a hearing for the purpose of taking testimony and gathering facts relevant to the grievance. The arbitrator shall file a written recommendation to each party within thirty (30) days after hearing and shall have only the authority to determine whether there was a violation, misinterpretation, or misapplication of the negotiated Agreement. The decision of the arbitrator shall be final and binding on both parties. Costs of the arbitrator shall be paid by the party that loses the arbitration.

It is agreed that neither party to this Agreement will resort to the use of public media in any effort to affect the outcome of a grievance. Any release of information to the public relative to a grievance must be mutually agreed upon in terms of content prior to its release. It is recognized, however, that both parties will be free to make periodic progress reports to the Board of Education and the Union, respectively. This provision is intended to prevent detrimental publicity which could undermine the good faith principle inherent in the document.

7. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify the terms of this Agreement.

8. No reprisal shall be taken by or against any participant involved in the processing of a grievance.

#### ARTICLE 4 – LEAVES

##### 4.01 Sick Leave

Each person employed by the Board shall accumulate fifteen (15) days sick leave with pay for each year of service that shall be credited at the rate of one and one fourth (1 ¼) days per month.

1. Sick leave shall be accumulated to two hundred and twenty-two (222) days.
2. Should an employee have absences due to illness of more than the total accumulated sick leave, such employee may be granted an advancement of sick leave to a maximum of five (5) days if requested, provided that sufficient time is remaining in the current year to recover advanced days and all personal leave has been exhausted for the school year.
3. Standard reasons acceptable for sick leave are:
  - (a) Personal illness or injury including emergency dental and medical appointments.
  - (b) Exposure to contagious disease that could be communicated to others.
  - (c) Pregnancy
4. Sick leave may be used for serious illness of immediate family members. The family shall be defined to include permanent members of the member's household and/or father, mother, sister, brother, husband, wife, children, stepparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, and grandchildren, uncle and aunt.
5. Sick leave shall be paid for death in the member of the bargaining unit's family. Such sick leave shall not count against the employee's attendance incentive at a maximum of two (2) days per school year. The family shall be defined to include permanent members of the member's household and/or father, mother, sister, brother, husband, wife, children, stepparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, and grandchildren, uncle and aunt, niece and nephew.

The administrative officer will approve payment of such leave after verifying that the sick leave was taken in compliance with present policy.

6. The Board reserves the right to secure additional information beyond the member's name, and the date of absences if the immediate supervisor and Superintendent feel that sick leave is being abused. Serious abuse or fraudulent use of sick leave could lead to dismissal by the Board.
7. The administration may require proof of any illness that requires the employee to be absent for more than three (3) consecutive days.
8. When, in the judgment of a bargaining unit member's physician, the bargaining unit member will exhaust all of his/her accumulated sick leave due to a catastrophic illness or injury of the bargaining unit member, which includes pregnancy or childbirth, adoption, or father if that person is a member of the bargaining unit, and additional sick leave days are needed, then the bargaining unit member's closest relative may request, through the Union, that additional days of sick leave be transferred from the accumulated sick leave of other bargaining unit members. The Union shall notify the Treasurer of the Board, in writing, of the number of days to be deducted, from whom the days are to be deducted, and the bargaining unit member who is to receive the transferred days. Included in the notice shall be a signed statement by the bargaining unit member(s) involved authorizing the Treasurer to transfer the days. The appropriateness of an application for disability retirement will be discussed with the affected bargaining unit member.

The following additional limitations will apply:

- a. The bargaining unit member or closest relative shall submit a written statement from the physician.
- b. No bargaining unit member, who begins his/her contract year with less than forty-five (45) days of accumulated sick leave as of July 1, can donate sick leave days.
- c. Donations from a bargaining unit member shall be in units of one (1) day or more, provided that the donor does not go below forty-five (45) days of accumulated sick leave.
- d. The bargaining unit member to whom the days are given must personally have the catastrophic illness or injury.
- e. If the bargaining unit member has applied for disability retirement, then the member can use the donated sick leave days until the disability retirement takes effect.
- f. No more days can be given than are needed by the affected bargaining unit member.
- g. The bargaining unit member must exhaust his/her own accumulated sick and personal leave days first. The bargaining unit member who is using

donated sick leave shall not earn additional sick leave while receiving and using the donated days.

- h. All bargaining unit member's donation of sick leave to another bargaining unit member shall not count as use of sick leave for the purpose of calculating the attendance incentive payments provided by Article IV, Section 4.08 of the Negotiated Agreement.
  - i. No more than thirty (30) sick leave days shall be donated to any bargaining unit member during any school year.
  - j. The granting of additional sick leave days under this provision shall not be grievable or legally challenged.
9. Under certain circumstances, as determined by the Superintendent or his designee, the Superintendent may grant additional sick leave as deemed appropriate. The decision of the Superintendent will not be grievable.

#### 4.02 Personal Illness Leave

Upon written request of a member of the bargaining unit, the Board shall grant a leave of absence for a period of not more than two (2) consecutive years for the purpose of personal illness or disability. This request shall be accompanied by a doctor's statement verifying the illness or disability.

Employees requesting and qualifying for such leave will be carried on the payroll records (without pay) and all fringe benefits paid by the Board for regular employees shall be paid for employees qualifying for such leave, subject to insurance carrier rules, for a period of twelve (12) months. The Board-paid benefits for qualifying employees on such leave will end with the end of the twelve (12) months or acceptance of the employee by the School Employees Retirement System for the purpose of regular retirement or disability retirement, whichever occurs first.

Should an employee be granted such a leave, his or her position shall be posted for bidding as a temporary position in accordance with the provisions of Article 7, Job Bidding. Employees who "move-up" under this provision will return to the position(s) held prior to the posting of the temporary vacancy(ies) should the employee on Personal Illness Leave return to work. The returning employee will then return to his or her former position. Should his or her former position no longer exist he or she will be permitted to displace any employee within his or her former classification who possesses less seniority than the returning employee. That employee and any other employee affected by this procedure shall in turn be granted bumping rights in accordance with Sections 5.09 and 5.10 of this Agreement.

#### 4.03 Court Leave

##### 1. Jury duty

A member of the bargaining unit who is summoned for jury duty shall be paid the difference between his/her regular wages and the remuneration he/she received, less expenses for meals and parking, for serving as a juror. All expenses must be supported by proper documentation. In order to comply with this section, the employee shall provide a copy of the court remuneration to his/her immediate supervisor within ten (10) days of receipt of same.

##### 2. Witness in Civil or Criminal Proceeding

A member of the bargaining unit who is appearing as a witness under subpoena before a court in a civil, criminal or administrative proceedings will be granted necessary leave. The member will be paid the difference between his/her regular compensation and the remuneration, less expenses for meals and parking, for the court appearance. All expenses must be supported by proper documentation.

##### 3. Court leave will not be charged to personal leave.

#### 4.04 Professional leave

Members of the bargaining unit may apply for professional leave at least five (5) days in advance of professional meetings. The Superintendent or Board's designee may grant such leave. If leave is granted, all approved expenses of the meeting will be reimbursed by the Board as stated in Board Policy.

Members of the Bargaining Unit who are required to take an examination to maintain their current certification, shall be granted professional leave, with continuity of pay, to take such examination provided such examination is scheduled during the bargaining unit member's work day. The Board agrees to reimburse members of the bargaining unit the fees of such recertification. Funds for additional expenses may come from the Professional Development Fund. Professional Development funds will only be used when other funds are not available. The maximum amount given to any one person shall not exceed four hundred dollars (\$400.00) per year.

#### 4.05 Personal Leave

1. The Board will grant three (3) days personal leave annually, not accumulative to each member of the bargaining unit.
  - (a) To utilize personal leave an employee must provide his/her immediate supervisor with at least 48 hours notice.
  - (b) The Superintendent or his designee may waive item "a". Such waiver is not subject to the grievance procedure.

2. In the event a member of the bargaining unit does not utilize personal leave available in any school year, said member of the bargaining unit will be credited with an additional day of sick leave accumulation for each unused personal day.

#### 4.06 Leave of Absence

1. The Board may grant a leave of absence for a period of not more than two (2) consecutive years for the purpose of personal needs. Such leave is without pay and fringe benefits. Only employees who have served the District for three (3) or more years are eligible.
2. To be eligible for such leave the employee will:
  - (a) Submit a letter to the Board requesting such leave.
  - (b) Action taken by the Board to grant or deny the leave request.
3. Employees returning from leave shall give at least thirty (30) days notification before returning to work.
4. Employees taking a leave of absence for any reason except personal illness leave will not accumulate seniority during the period of such leave. It will affect the employee for all reasons in Article 5 of this Agreement.
5. Should an employee be granted such a leave, his or her position shall be posted for bidding as a temporary position in accordance with the provisions of Article 7, Job Posting. Employees who “move up” under this provision will return to the position(s) held prior to the posting of the temporary vacancy(ies) should the employee on Leave of Absence return to work. The returning employee will then return to his or her former position. Should his or her former position no longer exist, he or she will be permitted to displace any employee within his or her former classification who possesses less seniority than the returning employee. That employee and any other employee affected by this procedure shall in turn be granted bumping rights in accordance with Sections 5.09 and 5.10 of this Agreement.

#### 4.07 Assault Leave

1. An employee who is absent due to disability resulting from an attack on said employee that occurs during work, or is the direct result of his/her employment, shall be granted up to and including five (5) days assault leave.
2. This policy does not apply to assaults between employees or if the assaulted employee is found to be responsible for the assault by the courts.
3. This leave will not be charged to sick or personal leave.

4. Daily rate of pay and fringe benefits will continue as any regular employee while taking such leave.
5. If leave is to be requested a physician's statement is required to verify disability and duration of leave.

4.08 Attendance Incentive

Each employee will be granted an attendance incentive stipend.

**UNDER 30 HOUR WEEKLY EMPLOYEE**

<u>TIME PERIOD</u>	<u>DAYS MISSED</u>	<u>STIPEND</u>	<u>DATE PAID</u>
July 1 – December 31	2 days or less	\$ 200.00	January 20
January 1 – March 31	1 day or less	\$ 100.00	April 20
April 1 – June 30	1 day or less	\$ 100.00	July 20
<u>Perfect Attendance Stipend:</u>			
July 1 – June 30	0 days	\$ 150.00	July 20
Total Possible Attendance Stipend:		\$ 550.00	

**30 OR MORE HOUR WEEKLY EMPLOYEE**

<u>TIME PERIOD</u>	<u>DAYS MISSED</u>	<u>STIPEND</u>	<u>DATE PAID</u>
July 1 – December 31			
*9-11 month employee	2 days or less	\$ 325.00	January 20
*12 month employee	3 days or less	\$ 425.00	January 20
January 1 – March 31	1 day or less	\$ 200.00	April 20
April 1 – June 30	1 day or less	\$ 200.00	July 20
<u>Perfect Attendance Stipend:</u>			
July 1 – June 30	0 days	\$ 275.00	July 20
Total Possible Attendance Stipend:			
*9-11 month employee		\$1,000.00	
*12 month employee		\$1,100.00	

Exempt absence for attendance incentive is approved professional leave, assault leave, jury duty, a maximum of two (2) sick days for the death in the family, and vacation.

Employees hired after the beginning of the school year shall receive the attendance incentive stipend on a pro rata basis.

**It is understood that employees holding two (2) contracts are entitled to the attendance incentive based on their total number of contracted hours of both positions.**

**The attendance incentive is not a benefit as defined in Article 10 – Insurance Provisions.**

4.09 Workers' Compensation

1. All employees covered under this Agreement are protected under the State Workers' Compensation Act of Ohio in case of injury or death incurred in the course of, or arising out of their employment.
2. An injury incurred while performing assigned responsibilities shall be reported to the injured employee's supervisor, or other designated representative, and an application shall be filed with the Bureau of Workers' Compensation.
3. The Board agrees to continue to provide and pay their share of premiums for medical insurance in effect on said employees at the time of injury for a one year period, or until SERS Disability takes over, or whichever comes first.

4.10 Use of Kiosk System

All leaves must be entered through the Kiosk System and reported to the immediate supervisor in accordance with normal "report off" procedures. Failure to enter a leave into the Kiosk System within five (5) days of the absence will result in the employee being docked for the day(s).

**ARTICLE 5 – SENIORITY**

5.01 Rights

Seniority shall be defined as the length of continuous employment, including Personal Illness Leaves but excluding other leaves of absence, as an employee of the Indian Creek Local Board of Education, or an employee of a school district that became a part of the Indian Creek Board of Education. Seniority for other purposes, within the bargaining unit classification, such as bid for extra work within the classification or department, unless otherwise provided by this Agreement, shall be classification seniority.

1. Classification seniority is defined as an employee's total length of service in his or her classification. Total length of service in the classification need not to have been continuous.
2. The Administration shall make available to the Union a current district and classification seniority list of all bargaining unit employees once each calendar year by February 1<sup>st</sup>. Employees will have twenty (20) work days to protest their seniority after the February 1<sup>st</sup> posting.
3. If any bargaining unit member quits, retires, or is discharged for just cause he/she will lose district seniority.

5.02 If seniority in a job classification is the same, seniority will be determined by total district seniority.

5.03 Seniority will be based on the first day an employee actually worked in any classified position. Ties will be broken using the following formula:

1. Date of Board meeting when hired;
2. Date of application;
3. Drawing of cards from a deck of cards; with the individual drawing the highest card 2 – Ace, being considered the senior employee.

5.04 District-wide seniority within a job classification in which a vacancy occurs shall be considered in making the final selection between the qualified candidates for a vacancy.

5.05 The following classification currently exists within the bargaining unit:

Maintenance Personnel	Cook/Cashier
Groundskeeper	Custodian
Auxiliary Service Clerks	Secretary
Paraprofessionals	Bus Drivers
Library Media Personnel	Bus Attendant
Head Cook	Mechanic

5.06 Layoff and Recall

If it becomes necessary to reduce the number of members or number of hours of the bargaining unit in the district due to reduction of positions, lack of funds, closing of a building, or lack of work, the following procedure shall govern the layoff of employee(s).

5.07 Reduction will first be addressed by retirements and resignations.

5.08 Reduction within the bargaining unit will be made by using the seniority rights described above in this Article.

5.09 In the event of a layoff the Board will determine which positions to eliminate. The Board will notify each effected employee in writing at least twenty (20) days prior to the scheduled layoff. A copy of this notice will be sent to the Local Union President. An additional list of effected positions will be placed on a bulletin board accessible to bargaining unit members. Should the Board determine to eliminate the position of a senior employee in a specific classification, he or she may displace any less senior employee within the classification.

5.10 Seniority for purposes of layoff and recall shall be system wide, as defined in section 5.01 of this Agreement, however, a member of the bargaining unit who has earned district-wide seniority and who does not possess enough seniority within a classification

that is being reduced to maintain a position within that classification shall be able to bump, seniority permitting, to any classification for which he or she is qualified, any less senior member of this classification using the criteria of district-wide seniority. Any employee who is bumped from his/her position will also have bumping rights according to seniority within their classification and within the District provided job qualifications are met.

5.11 The following job classifications shall be used for the purpose of Layoff and Recall:

Maintenance Personnel	Mechanic
Cook-Cashier	Groundskeeper
Custodian	Auxiliary Service Clerks
Secretary	Paraprofessionals
Bus Drivers	Library Media Personnel
Bus Attendant	Head Cook

5.12 Members of the bargaining unit who have been laid off will be placed on a recall list for two (2) years from the date of layoff.

5.13 Members of the bargaining unit will be recalled to positions for which they are qualified or new positions for which they may be qualified in reverse order of layoff if an opening occurs during the two (2) years they are on the list. Employees displaced to another classification due to layoff/recall, shall retain their recall rights for two (2) years in the former classification and shall be recalled to that classification based on seniority. Any employee who declines reinstatement shall be removed from the reinstatement list.

Reinstatement shall be made from this list before any new employees are hired in that classification or any employee is reinstated from the probationary list.

Vacancies which occur in the classification of lay-off shall be offered to or declined in writing by the employee standing highest on the lay-off list before the next person on the list may be considered. Employees shall be given three (3) calendar days to reply. Any employee who declines reinstatement shall be removed from the reinstatement list.

A classified employee shall be offered any vacancies in a classification other than the one that he or she occupied prior to the reduction in force prior to hiring from the outside. He or she shall be required to complete the same probationary period as a probational employee. Accepting or declining the position shall not cause the employee to lose their recall right to their classification.

An employee may elect not to bump into another classification. This shall not be cause for the employer to challenge a claim for unemployment compensation or recall rights.

5.14 All recalls by the administration and responses by the member will be by certified mail. Failure to respond within ten (10) days of receipt to recall will cause an employee to be removed from the recall list and the member will lose all recall rights.

5.15 Laid off employees will be offered substitute work that they are qualified to perform. Employees who decline such work, which consists of a number of hours equal to or greater than the number of hours he or she worked prior to being laid off will be reported to the Bureau of Unemployment Compensation. Employees will be paid at the zero (0) step of the appropriate classification wage scale in section 9.20.

5.16 Transfer

Employees may transfer to another position in the same classification by requesting their position be posted for bid. This request must be approved by the Superintendent or his designee. This shall be in accordance with the procedures set forth in Article 7 of this Agreement.

The employee requesting the transfer shall have the option to move to the remaining position or withdraw his request for transfer. If the transfer request is withdrawn, all affected employees will remain in their current position. The bid procedure may be expedited for a voluntary transfer by mutual consent of the Union and Superintendent or his designee.

**ARTICLE 6 – PROBATIONARY PERIOD**

6.01 Current employees with a new bid, recall, or move up will have a probationary period of thirty (30) work days and will be evaluated every ten (10) workdays in writing. A copy of the evaluation will be given to the employee, a copy to the Union, and a copy in the employee's file. This section is not applicable to employees moving within their classification.

6.02 Newly hired employees will serve a probationary period of one (1) year before receiving a continuing contract and will be evaluated every forty-five (45) work days in writing. A copy of the evaluation will be given to the employee, a copy to the Union, and a copy in the employee's file. A newly hired employee changing positions during the probationary period shall be subject to an additional ninety (90) days probationary period in the new position before being given a continuing contract. This additional ninety (90) day period thus extends the total probationary period to one (1) year and ninety (90) or more.

- 6.03
1. If an employee's performance is unsatisfactory during the probationary period, as evaluated by his/her supervisor he/she may be reassigned to his/her former position at the same hourly rate earned prior to his/her probationary appointment with no loss of seniority.
  2. An employee may elect to return to his/her former position, at the same hourly rate and with no loss of seniority rights, at the conclusion of ten (10) working days (unless mutually agreed upon to extend) of assuming a vacancy. Employees exercising this option (returning to his/her former position) shall not have this option available to them for one calendar year from the date of their return to their former position.

3. The exercise of the above stated rights shall permit the Board to reverse any personnel action made as a result of the appointment or promotion.

### **ARTICLE 7 – JOB BIDDING**

- 7.01 When it has been determined by the administration that a vacancy exists in the bargaining unit, that job opening will be posted in all buildings for a minimum of five (5) days prior to filling the vacancy. The administration shall make this determination within thirty (30) days of the reason for the vacancy. To bid an opening a triplicate form is to be completed, one copy to the bidder, one copy to the Union, and one copy to the employee's file. This posting shall set forth the classification, location, qualifications, wage range, and time schedule of the position. During this posting period, employees, interested in the position, must submit their bids to the administrator listed on the posting. All bidders are to be documented by classification seniority first and district seniority second. Positions shall be filled within ten (10) work days of the last day of the posting. The Parties can mutually agree to extend the time lines.
- 7.02 The administration shall have the right to establish qualifications and to decide who are qualified applicants. All applicants must meet the general requirements as listed in the job posting. The Administration shall provide the Union President a copy of each position posted for bid. In addition, the Board agrees to notify the Union President of any changes in position or in the creation of a new position at least ten (10) days prior to such change or creation of a new position.
- 7.03 To obtain or retain a given classification, the employee must possess the requisite qualification.
- 7.04 The position will be awarded to the employee, from within the classification in which the position exists, possessing the most seniority. Should no employee from within the classification bid on the position, the senior qualified employee from the remainder of the bargaining unit who bids on a position shall be awarded the position.  
  
Employees moving to a different classification shall be placed on the wage scale based upon one-half of their district seniority, rounded up.
- 7.05 If an employee is required to have a license bids out of that building, his reassignment may be delayed until a qualified replacement can be found for the position.
- 7.06 The administration may assign employees to different assignments within their job classification on a thirty (30) day temporary basis pursuant to O.R.C. 4117.08. This is not to be used to circumvent the contract and the transfer can be extended upon mutual agreement of the Superintendent and Association President.
- 7.07 New positions may be temporarily filled by substitute employees. After twenty (20) days the position must be posted for bid in accordance with Section 7.01.

- 7.08 All job openings occurring in summer will be posted in August and notification will be sent to all classified employees.
- 7.09 Positions that are funded by grants or are provided through special program funding will be offered to bargaining unit employees prior to new hires. It is understood that these hours shall not count toward the number of hours required to qualify for benefits. The positions shall cease to exist at the end of the grant or program. All employees hired through special programs or grants shall have rights as provided in Article 5.

## **ARTICLE 8 – TRANSPORTATION**

### 8.01 Non Routine Bus Trips

Definition:

1. a. All trips consisting of nine (9) participants or more (including all chaperones, coaches, sponsors, etc.) with a destination within the State of Ohio or out of State within two hundred forty (240) miles round trip distance from point of exit from the State to the point of entry to the State shall be dispatched on Indian Creek School buses and assigned to Indian Creek School Bus Drivers. The Board agrees not to fragment the transportation of an activity to circumvent the assignment of Indian Creek School Bus Drivers. No more than three (3) extra trips in the District will utilize a charter bus service in any given school year. The bus driver(s) that would have been scheduled for this trip shall be paid \$100.00. It is the responsibility of the group requesting the trip to reimburse the District all costs associated with the Indian Creek School bus driver(s)' wages including the District's SERS contribution.
- b. Vans shall be utilized for the following purposes only:
  1. Deliver school mail, equipment, supplies, etc. within the District
  2. Use by maintenance personnel
  3. Provide transportation for school employees going to seminars, workshops, meetings, etc.
  4. Transport small groups of students to activities that do not meet the criteria as set forth in 1.a. above.
2. Routine trips are defined as those morning, noon and afternoon trips required to transport students to and from school on a regular basis.
3. Drive time will be paid to scale and bench time scale for non-routine bus trips.

4. Bench time is the period of time between the arrival at said destination and departure. Bench time will be compensated at an increase of \$0.25 on the current base plus the negotiated wage increase.
  - a. Overnight Trip compensation:
    1. Drivers will be paid to scale for all driving time. When not driving, they will be paid a minimum of five (5) hours to a maximum of ten (10) hours bench time.
    2. Drivers will be paid bench time scale for eight (8) hours per day when no driving time is required.
- 8.02 All trips for said week (Tuesday-Monday) will be posted the prior week. The first work day of any week shall be posted as the last trip day of the previous week. Extra trips shall be bid according to seniority beginning with the most senior driver each week.
  1. Any trip leaving before a regular driver is available may be assigned to a substitute by the supervisor, providing no regular driver wants to be docked for their regular run.
  2. If trips are available after the second posted day, the Transportation Supervisor may assign them to substitute drivers.
  3. An exception to the above procedure will be made for those trips that are scheduled to leave prior to noon on the second work day of the week. Should no driver sign-up for these trips on the first work day of the week, the Transportation Supervisor may assign the trip to a substitute.
- 8.03 Request for bus trips that are received after the first workday of the week will be filled by using the rotation system.
- 8.04 In the event any school outside the Indian Creek Local School District (Ex. Jefferson County JVS) would utilize Indian Creek buses to transport students during the school day, the trips will be posted on the trip board as a non routine bus trip on a weekly basis, if possible.
- 8.05 A trip that is posted, assigned, and subsequently canceled will be taken by the driver signed for that trip if it is rescheduled at a later date. If refused it will then go onto the rotation system. If accepted it will not be charged against the driver for the week of rescheduling.
- 8.06 If a trip is cancelled and the driver is not notified at least one (1) hour prior to the scheduled departure of the trip, the driver will be paid at two (2) hours call out at the driving rate of pay. This section does not apply if the driver is notified of the cancellation during the regular work day or the trip is cancelled due to inclement weather, except for when school is not in session.

- 8.07 A driver who is not working the prior week whether for personal or sick leave, shall be eligible for the rotation by a telephone call or in person.
- 8.08 Should the Employer schedule "one-way" or "drop off" trips, the driver shall receive a minimum of two (2) hours pay. Once the trip is bid, if it is changed to a "one-way" or "drop off" trip, the driver will be paid an additional two (2) hours at the bench time rate.
- 8.09 Drivers are prohibited from driving more than ten (10) hours in a given day in accordance with Ohio Pupil Transportation Operations and Safety rules.
- 8.10 Any trip leaving before a regular driver is available may be assigned to a substitute by the supervisor providing no regular driver wants to be docked.
- 8.11 Assignments of Bus Routes

When a bus route is altered and the change results in an increase of more than 29 minutes, the route shall be posted for bid. If the change results in a reduction in time of more than 29 minutes, the driver of that route shall have the right to bid another route, that has more time than his or her route as it exists after this reduction, by displacing or "bumping" a driver who has a lower position on the seniority roster. That driver shall in turn have the right to displace any less senior bus driver. Displacement of less senior drivers shall continue as long as a bumped driver has more seniority than another driver. A driver desiring to exercise his or her right to bump another driver must do so within 2 days of the date of being verbally notified of this reduction.

As an alternate to deal with increases or decreases in bus routes, the Transportation Supervisor may call an unpaid "bid" or "bump" meeting to carry out the requirements of this provision. Employees will have at least five (5) days notice of this meeting prior to the meeting being held.

- 8.12 Buses will be assigned to routes each year by the Transportation Supervisor. At the beginning of each year, the Transportation Supervisor will designate the depots and bus number for each route. Bus drivers who change routes will not be permitted to exchange busses unless extenuating circumstances exist. An annual bid meeting will be held within the first thirty (30) days of school. Only time change routes will be bid.
- 8.13 The following procedure will apply to the assignment of bus drivers who wish to move up for financial gain. Routes will be offered to earn additional income whenever a driver does not work his or her route for three (3) or more days. (A.M. and P.M. only) This move up shall last for the designated time period stated at the time of the move up, not to exceed thirty (30) days.
1. The Transportation Supervisor will post two (2) sign-up sheets for drivers interested in driving to fill-in when drivers of mid-day runs and/or regular routes are off. These sheets will be posted during the first ten (10) days of each school year.

- a. Drivers recalled or new hires will have ten (10) days, from their assignment date, to sign these lists.
  - b. Once a driver has moved up, they will remain in that position. Should this driver want to return to their regular route, they will relinquish their right to move up to another position as long as the original move up is being filled by another driver.
2. Drivers who do not express an interest in driving these routes by signing these sheets, will not be considered for these opportunities.
  3. Drivers will be offered these routes on a rotating basis, with the most senior drivers receiving first opportunity. Drivers who refuse these opportunities on each list, on five (5) occasions will be removed from the list.
  4. Should no drivers remain on these lists, or should no driver be available to drive, the Transportation Supervisor may secure a substitute to drive these routes.

## **ARTICLE 9 – COMPENSATION**

### 9.01 All Classified Employees

1. Wages for contract employees will be established by the hourly rate as listed for various classifications in the current contract (Section 9.20).
2. Employees will be paid for attendance at mandatory meetings as follows:
  - (a) If the meeting is conducted during the employees regular working hours the employee will be paid his/her regular rate of pay.
  - (b) If employees work more than 40 hours per week, including the time involved in attending the meeting, the overtime will be calculated at the overtime rate.
  - (c) Meetings that do not fall with the guidelines of (a) or (b) above will be compensated at the employee's regular hourly rate.
3. Employees are permitted to substitute or hold a second contract (Ex. classroom aide), provided this second job or work does not interfere with the employee's primary job. Similarly, an employee's opportunity to earn additional income will not be permitted to interfere with the employee's second job. (Ex. Bus Drivers would not be permitted to drive extra trips that were scheduled during the time they normally worked their second job.) Employees will not be permitted to hold a second job within the district if the aggregate time of the jobs requires the employee to be regularly scheduled more than 30 hours per week.

4. All stipends excluding attendance incentive shall be paid in a lump sum check the last pay of the fiscal year.
5. When the delay of school start time or early dismissal for teacher scheduled activities occur, bus drivers and bus attendant(s) shall receive additional compensation equal to the number of hours of the delay or early dismissal. Bus drivers shall be paid at bench rate and bus attendant(s) shall be paid at their regular rate.
6. Whenever there are 261 working days in the twelve month employee's contracted year, the twelve month employees shall have Good Friday off, unpaid.

#### 9.02 Bus Drivers

1. Wages will be established annually, based on the hourly wage for bus drivers in this Agreement and the daily hours as indicated for their respective routes as posted on the bid sheet. Time posted on the bid sheet shall include 20 minutes per day as compensation for performing pre/post-trip inspection.
2. Wages may be increased or decreased due to changes that occur on respective bus routes during the school year.
3. Drivers of combined public and parochial routes and handicapped pupil bus routes will be compensated, for those days when the parochial or handicapped school is in session and Indian Creek Schools are closed, based upon the actual time worked on those days. On days when parochial schools are closed and Indian Creek Schools are open an adjustment may be made in the pay of the drivers of a parochial route.

On those days parochial schools are open and Indian Creek Schools are closed drivers will be offered the opportunity to drive parochial runs in the following sequence:

- (a) Drivers who have been, or will be, docked pay on days when parochial schools are closed. These opportunities will be rotated among these drivers by order of seniority.
  - (b) The remainder of drivers, by order of seniority.
4. Drivers shall be paid at their regular hourly rate for washing or cleaning buses due to a health emergency or in the case of vandalism.
  5. Drivers will be paid at bench time rate for cleaning their bus of excessive dirt after an extra trip. The maximum time allowed will be one (1) hour but this may be increased with the approval of the immediate supervisor.
  6. Drivers will be paid at their regular hourly rate for "end of school year" clean up of buses. Time paid will not exceed six (6) hours, except with the prior approval

of the Transportation Supervisor. Buses must be cleaned to the Transportation Supervisor's approval.

7. Drivers will be paid the current hourly rate for performing Bus Evacuation Drills annually as required by state law. Drivers will be paid on a time sheet.
8. Drivers will be paid their regular hourly rate to prepare the beginning of the school year bus schedule and for updating the schedule throughout the year with the prior approval of the Transportation Supervisor not to exceed 12 hours. In extenuating circumstances, the Transportation Supervisor may approve additional time.
9. Bus drivers who work extra time on transportation related activities with the prior approval of the Transportation Supervisor other than extra trips and extra time covered by other contract language shall be paid at their regular hourly rate at the employee's applicable step. This shall also include the certified On Board Instructor time.

#### 9.03 Pay Period

All classified employees will be paid over a twelve (12) month period in twenty-four (24) pays. Should a designated payday be a holiday, employees shall receive their pay on the last day employees are scheduled to work prior to the holiday. Employees listed as 260 day employees in the salary schedule will be paid based upon actual number of days they are expected to be in paid status each year.

#### 9.04 Extra time – Overtime

Members of the bargaining unit in their present job classification will be entitled to work extra time/overtime in their respective buildings on a seniority rotation basis, for activities beyond the normal work week. Then extra time/overtime shall be offered district wide within the classification to the most senior bargaining unit member.

Extra time is that time that is worked but less than forty (40) hours per week.

1. The standard work week shall be eight (8) hours per day, forty (40) hours per week Monday thru Friday. All hours worked in excess of forty (40) hours per week shall be paid at the time and one-half (1½) regular pay.
2. All work performed on holidays, listed as Article 9.28 and 9.29 in this Agreement, will be paid one and one-half (1½) times the regular pay in addition to holiday pay. However, should the Employer schedule an event to be held on a contractually mandated holiday, the employee will be paid two (2) times his or her regular rate of pay for all hours worked in addition to holiday pay.
3. Holiday, jury duty, vacation, sick days, calamity days, and professional days shall be counted as “hours worked” as well as actual hours worked for the purpose of determining eligibility for overtime.

9.05 Overtime is that time that is worked by an employee for the school district that exceeds forty (40) hours per week.

1. The work performed directly for departments of the school district rather than an outside group.
2. The overtime hours are approved by the immediate supervisor prior to being worked.
3. A member of the bargaining unit who has worked overtime may choose between compensatory time or overtime pay. Request for use of compensatory time shall be granted a minimum of one (1) day's use with a five (5) day advance written notice to their immediate supervisor. This five (5) day notice requirement may be waived in cases of emergency.
4. A maximum of fifty (50) hours may be accumulated as compensatory time and is to be taken during the contract year, July 1 through June 30.
5. Compensatory time will be calculated at one and one half (1½) times per hour worked.
6. It is the intent of the school district to have the public use our buildings as much as possible for activities during regular scheduled working hours. It is not the intent of the school district to let outside organizations that are charging admission not to have a custodian on duty.
  - a. Whenever a building or kitchen is in use and a custodian or head cook or cook/cashier is not scheduled to work, an administrator or a contracted designee assigned by the building administrator will be responsible for the building.
  - b. If the outside organization is using the building or kitchen and has no affiliation with the school and is charging admission to the event, a custodian and/or head cook or cook/cashier must be on duty. (It should be noted that if a kitchen is being used a cook or cook/cashier must be on duty. If a cafeteria is being used without the use of the kitchen, then a cook or cook/cashier does not have to be on duty.)

Examples of groups using buildings are:

Relay for Life	Chief Football	Bingo
Church	Playing basketball in gym	Softball practice
School Play(s)	Chiefs cheerleaders	Wal-Mart
Band fund raiser	Central using gym	
Little League meetings	Saturday Basketball League	

- 9.06 Employees who are required to report to work due to alarm or call-outs will receive a minimum of two (2) hours compensation for such duties unless the call-out or alarm was caused by the employee's error (example a window being left open).
- 9.07 Work performed on Saturday and/or Sunday not covered in Section 9.04 – 2 above will be paid at the employee's regular rate of pay plus an additional one dollar (\$1.00) per hour to his/her rate of pay for work performed on Saturday and/or Sunday.
- 9.08 Employees shall be paid their appropriate rate of pay for all days when schools, in which they are employed, are closed due to an epidemic or public calamity. Employees, excluding custodians and maintenance personnel, who are required to work on a calamity day will receive double time for all hours worked or compensatory time. Such days shall be considered as days worked. Custodians and maintenance personnel called to work will receive a day of vacation for each calamity day worked up to five days.

When the school day start time has been delayed, all A.M. employees, excluding bus drivers, custodians, and maintenance personnel, will report to work as determined by a delay schedule set and published by the building principal without loss of pay.

Employees, eleven months or more, shall work all calamity days that are made up. For non-make up days these employees will receive regular hourly rate for hours required to work or compensatory time.

- 9.09 After three (3) consecutive days, excluding vacations, employees will be offered to earn additional income whenever an employee within their building does not work his or her assignment. A sign-up sheet will be provided the first ten (10) days of the school year for all employees within the building who desire to be called for move up. If an employee refuses five (5) consecutive times, the employee's name will be removed from the move up list for the remainder of the school year. When an employee moves up in the same classification, that employee will receive their current pay rate but will earn more hours due to the move-up.

After ten (10) consecutive days, excluding vacations, a person must be replaced by a District move-up by classification seniority, then by building seniority. If the length of the absence is known in advance, the move-up shall be offered upon notification of the absence.

- 9.10 SERS Pick-up

The Treasurer of the Indian Creek Local Board of Education shall contribute to the State Employees 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 beginning with the payroll (July 20, 1989.) The amount contributed by the Board on behalf of the employee shall be treated as a mandatory wage reduction from the contract wages otherwise payable to such classified employees.

- 9.11 The total annual wages for each employee shall be the wages otherwise payable under their contracts. The total annual wages shall be payable by the Board in two (2) parts:

(1) deferred wages and (2) cash wages. An employee's deferred wages shall be equal to that percentage of said employee's total annual wages 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 wages shall be equal to said employee's total annual wages less the amount of the "pick-up" for said employee and shall be payable, subject to applicable payroll deductions, to said employee.

- 9.12 The Board's total combined expenditures for employee's total annual wages otherwise payable under their 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.
- 9.13 The Board shall compute and remit its employer contributions to SERS based upon the total annual wages, 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 wages 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 annual wages including the amount of the "pick-up".

The Board shall compute income tax withholding based upon gross income as reported to the respective tax authorities.

- 9.14 The "pick-up" shall be included in the employee's total annual wages for the purpose of computing daily rate of pay, for determining wage adjustments to be made due to absence, or for any other similar purpose.
- 9.15 The "pick-up" shall be a uniform percent 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.
- 9.16 This provision shall be effective and the "pick-up" shall apply to all payroll payments made after (July 20, 1989.)
- 9.17 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.

9.18 Classification Pay

Any employee who works in a higher paying classification shall be paid at the higher rate of pay for the days worked in that classification. The higher rate shall be defined as the appropriate step of the wages schedule based upon their years of service with the District.

9.19 Employees placed in charge of a classroom, in the absence of a teacher, will be compensated at the rate of one and one half (1½) times their regular hourly rate for all such hours. No initial instruction can be given to students at this time. The employee will supervise students as directed by the building principal.

9.20 Wages

Wages for all employees shall be governed by the following salary schedules for July 1, 2014 through June 30, 2017:

- 3.00% increase on base contracted wages effective July 1, 2014.
- Reopeners for salary and insurance only for July 1, 2015, and July 1, 2016.
- Signing bonus of \$275.00 for each member payable July 15, 2014, in a separate check.

	<b>CUSTODIAN</b>	<b>SECRETARY</b>	<b>BUS DRIVER</b>	<b>BUS DRIVER - BENCH TIME</b>
<b>YEARS</b>	<b>7/1/2014</b>	<b>7/1/2014</b>	<b>7/1/2014</b>	<b>7/1/2014</b>
0	\$11.35	\$10.66	\$12.15	\$8.90
1	\$11.58	\$10.92	\$12.42	\$9.11
2	\$11.82	\$11.15	\$12.69	\$9.27
3	\$12.06	\$11.38	\$12.92	\$9.46
4	\$12.31	\$11.60	\$13.19	\$9.63
5	\$12.55	\$11.85	\$13.44	\$9.82
6	\$12.81	\$12.08	\$13.74	\$10.03
7	\$13.07	\$12.33	\$14.03	\$10.22
8	\$13.34	\$12.57	\$14.33	\$10.44
9	\$13.61	\$12.83	\$14.61	\$10.65
10	\$13.96	\$13.16	\$14.97	\$10.90
11	\$14.29	\$13.46	\$15.35	\$11.18
15	\$14.72	\$13.86	\$15.80	\$11.49

	<b>LIBRARY MEDIA PERSONNEL</b>	<b>MECHANIC</b>	<b>BUS ATTENDANT</b>	<b>AUXILIARY CLERK</b>
<b>YEARS</b>	<b>7/1/2014</b>	<b>7/1/2014</b>	<b>7/1/2014</b>	<b>7/1/2014</b>
0	\$9.48	\$12.69	\$8.70	\$10.56
1	\$9.65	\$12.92	\$8.87	\$10.78
2	\$9.86	\$13.19	\$9.04	\$11.00
3	\$10.06	\$13.44	\$9.24	\$11.23
4	\$10.25	\$13.74	\$9.43	\$11.46
5	\$10.48	\$14.03	\$9.62	\$11.68
6	\$10.70	\$14.29	\$9.81	\$11.94
7	\$10.90	\$14.60	\$10.02	\$12.16
8	\$11.13	\$14.87	\$10.22	\$12.43
9	\$11.35	\$15.19	\$10.41	\$12.70
10	\$11.63	\$15.57	\$10.71	\$12.99
11	\$11.93	\$15.95	\$10.96	\$13.33
15	\$12.30	\$16.44	\$11.29	\$13.73

YEARS	PARA-PROFESSIONAL	MAINTENANCE	GROUNDS KEEPER	HEAD COOK / COOK CASHIER
	7/1/2014	7/1/2014	7/1/2014	7/1/2014
0	\$8.70	\$12.69	\$11.35	\$8.90
1	\$8.87	\$12.92	\$11.58	\$9.09
2	\$9.04	\$13.19	\$11.82	\$9.28
3	\$9.24	\$13.44	\$12.06	\$9.48
4	\$9.43	\$13.74	\$12.31	\$9.65
5	\$9.62	\$14.03	\$12.55	\$9.86
6	\$9.81	\$14.29	\$12.81	\$10.06
7	\$10.02	\$14.60	\$13.07	\$10.25
8	\$10.22	\$14.87	\$13.34	\$10.48
9	\$10.41	\$15.19	\$13.61	\$10.70
10	\$10.71	\$15.57	\$13.96	\$10.95
11	\$10.96	\$15.95	\$14.29	\$11.23
15	\$11.29	\$16.44	\$14.72	\$11.57

9.21 Supplemental Wages

1. Custodian Class I personnel who are required to hold a valid boilers license shall be paid an additional stipend of Three Hundred Fifty (\$350.00) Dollars per year.
2. Head Bus Mechanic – Three Hundred (\$300.00) Dollars additional stipend per year.
3. Head Cook – Three Hundred (\$300.00) Dollars stipend per year. Reports earlier than other cooks, if necessary, and is responsible for ordering, work assignments, and taking inventory.
4. District Head Custodian – Three Hundred (\$300.00) Dollars additional stipend per year.
5. Secretary – All eight (8) hour secretaries will receive a stipend of \$300 yearly for EMIS reporting. Secretaries working less than eight (8) hours daily will be prorated accordingly.
6. Paraprofessionals who are employed as personal attendants as prescribed in an Individualized Education Plan (IEP) and authorized by the Superintendent of Schools or his designee shall receive an annual stipend of \$300.00 to fulfill the identified personal care services for eligible student(s). Personal care refers to a child dependent upon adult supervision and/or assistance for basic personal hygiene and essential life functions resulting from permanent disabilities which

may include but are not limited to catheterization, diapering, feeding, communication (e.g. interpreter), and mobility.

7. Mechanic – Three Thousand (\$3,000.00) Dollars stipend per year.

9.22 Newly hired employees entering the bargaining unit shall be placed at Step 0 of the salary schedule for their respective classification. An exception will be made for those employees who were not recalled from a recall list in accordance with the time period specified in Section 5.12 (Layoff and Recall) of this Agreement. These individuals will be placed on the salary schedule one step above the step they held at the time of layoff.

9.23 Severance Pay

The employee shall be a “member” of the appropriate state retirement system and shall, at the time of retirement, be an employee of the Indian Creek Board of Education.

9.24 The employee shall be eligible for severance pay only after official written notice is presented to the Board of Education, including acceptance for retirement by the appropriate state retirement system.

9.25 The Board will pay thirty-five percent (35%) of all accumulated sick leave at the time of retirement with a maximum of forty (40) days. Every day over an accumulated 200 days will earn one (1) day pay that could amount to an extra twenty-two (22) days.

9.26 A day’s pay shall be based on the employee’s wages at the time the employee is eligible under Section 9.25 above, supplemental and extended service contracts are not included in computing a day’s pay. Severance pay can be paid only once to an individual. A bargaining unit member shall be permitted to have the option of the severance payment as a lump sum cash payment, Government Savings Bonds or paid into a tax sheltered annuity plan of the employee’s choice. Employees shall give written notice to the Treasurer within thirty (30) days prior to date of retirement as to how severance payment is to be paid.

9.27 Holiday

Classified nine (9) and ten (10) month employees have the following paid holidays:

Labor Day  
Thanksgiving Day  
Christmas Day  
New Years Day  
Martin Luther King Day  
President's Day  
Memorial Day

9.28 Classified eleven (11) and twelve (12) month employees shall have the following paid holidays:

Labor Day  
Thanksgiving Day  
The day after Thanksgiving Day  
Christmas Day  
New Years Day  
Martin Luther King Day  
President's Day  
Memorial Day  
Fourth of July

9.29 Vacations

Eleven and twelve month employees shall receive paid vacation as follows:

Years of Service	Weeks of Vacation
1 – 5	2
6 – 13	3
14 – 25	4
26 and over	One (1) day per year added to the four weeks

9.30 Employees shall be permitted to take vacation, at the employee's option, provided the following conditions are met:

1. Employees shall sign up for vacation between April 1 and April 15 each year with their supervisor.
2. Employee will be notified of approval or disapproval of vacation, based upon 3 and 4 below prior to May 1 each year by their supervisor.
3. No more than fifty percent (50%) of the members of a given building shall be permitted to utilize vacation at the same time.
4. Should the number of employees who request a specific date exceed the number designated above, the individual possessing the most seniority shall have his or her preference.
5. Employees who were not granted specific dates during the month of April may sign up for available days during the first two weeks of May. Preference shall be granted on the basis of seniority.
6. If an employee has three or more weeks vacation, five days are to be used when school is in session.

- 9.31 Vacations will be accrued July 1 to June 30. Those employees who start after July 1 in any given year will have their first vacation prorated. Service of less than 11 months will not be recognized for vacation purposes.
- 9.32 The Board of Education shall pay the cost for fingerprinting, FBI checks, BCI checks, abstracts, and certification for all employees.

### **ARTICLE 10 – INSURANCE PROVISIONS**

- 10.01 All present employees who have the insurance package will be grandfathered if their contract hours are involuntarily reduced.
- 10.02 All employees will be required to have thirty (30) contract hours to be eligible to receive the insurance package with the exception of 10.01 above.

- a. Board will provide a single PPO, including medical and prescription coverage, for all employees who work from 25 to 29.99 hours a week. No dental or vision will be provided.

Employees may purchase vision and/or dental coverage at cost. The employee shall have the option to “bump up” to family coverage with the employee paying the difference between the single and family coverage rate.

Effective October 1, 2014, employees shall pay 6% of the premium for single medical and prescription coverage and 6% of the premium for family medical and prescription coverage under the District’s Insurance Plan. The Board will pay 100% of the premium for dental and vision coverage for those employees with 30 or more contract hours per week.

The Board agrees that it will not fragment any current position to avoid payment of benefits under this provision.

- b. Bus drivers who drive a bus with a regular A.M. and P.M. schedule, will be exempt from the thirty-hour requirement and shall be eligible to receive a family insurance package.

- 10.03 Eligibility for insurance coverage is as follows:

New employees – coverage will begin the 1<sup>st</sup> of the month following sixty (60) calendar days after employment begins.

Current employees with increased contract hours – the applicable insurance plan rules will govern the beginning date of coverage.

Prior to bidding a job, employees will be notified as to when coverage will begin for the applicable plan.

10.04 Insurance document – The insurance package is defined in the Appendix to this Agreement.

10.05 Prescription Drug Coverage – See Appendix for prescription drug coverage co-payments.

10.06 Substance Abuse

Substance abuse policy will be according to the Board's policy GBKB regarding drug and alcohol.

10.07 Employees who are qualified for and have been offered health insurance coverage and decline to take it if permitted by the Patient Protection and Affordable Care Act shall be provided with a \$1,500.00 stipend annually as long as they continue to decline to participate in the health insurance coverage, which shall be paid through the Section 125 Plan.

10.08 Life insurance shall be provided for all classified employees at the following scale based upon the position held on October 1<sup>st</sup> for that year:

0 to 29.99 contract hours worked per week - \$25,000.00 Life Insurance

30.00 contract hours or more worked per week - \$50,000.00 Life Insurance

Prior to bidding a job, employees will be notified as to when coverage will begin for the applicable plan.

10.09 Insurance Committee

OAPSE shall have three representatives and the local president on the district insurance committee.

10.10 Section 125 Plan

The Board shall implement a Section 125 Plan and a flexible spending account. The Board shall pay the administrative costs associated with the flexible spending account.

**ARTICLE 11 – RETIRED BARGAINING UNIT MEMBERS**

11.01 For purpose of this Article, a Retiree is a bargaining unit member who attained service retirement status with SERS.

11.02 Where a bargaining unit vacancy exists, the Board may consider and employ a Retiree upon the recommendation of the Superintendent, subject to the provisions set forth below:

1. One-Year Program: Effective July 1, 2006 a bargaining unit member who is first eligible for service retirement under SERS shall have the right to retire and may be rehired under a one (1) year limited contract, which shall automatically expire

at the end of its term. *The bargaining unit member must provide the Board with notice of his/her intent to retire under this provision by April 1 in order to be employed under this provision.* When a bargaining unit member is retired, they shall be continued in the same position and location that they held prior to retirement. It is understood that for the purpose of this section of the Agreement, Article 7 shall not apply. The retired bargaining unit member shall be paid at the step of the salary schedule that he/she was on at the time of retirement including longevity, but shall be placed at the bottom of the seniority list for that classification.

2. Three-Year Program: Effective July 1, 2006, the Board, in its sole discretion, may rehire a retired bargaining unit member under an initial three-year limited contract. Thereafter, contracts will be either two or three-year limited contracts if the retired bargaining unit member is re-employed by the Board, in its sole discretion. Each contract shall automatically expire at the end of its term. A Retiree is not eligible for a continuing contract regardless of years of employment with the Board.
3. The Retiree shall accumulate and may use sick leave and personal leave in accordance with Article 4 of this Agreement. A Retiree who was employed by the Indian Creek School District will be granted up to fifteen (15) sick days if said sick leave days were left over after the calculation of severance pay at the date of retirement.
4. The Retiree shall not be entitled to a second severance pay under Article 9 of this Agreement.
5. A Retiree shall not be entitled to participate in the insurance benefits provided to the bargaining unit members under Article 10 of this Agreement.
6. The Retiree shall be afforded all benefits and/or rights set forth in this Agreement except for as limited above.
7. Retirees hired prior to July 1, 2006, shall continue to be treated as current bargaining unit members and this Article does not pertain to them.

## **ARTICLE 12 – UNION RIGHTS**

- 12.01 The Board agrees to permit two (2) elected delegates of OAPSE Chapter #460 three (3) days each to attend the OAPSE annual Conference with continuity of wages.
- 12.02 The Union shall be provided the use of a school building for the purpose of holding union meetings provided the building principal is asked two (2) days in advance. The two (2) day requirement may be waived in emergency situations.
- 12.03 Afternoon shift custodians shall be granted paid release time of two (2) hours to attend month or special Union meetings. Where there are two (2) employees in the same

building, only one employee may be granted such release time unless the meeting is for the purpose of contract ratification or election of officers.

12.04 The Union shall be provided with designated bulletin board space in all buildings for the purpose of posting Union bulletins and/or information.

12.05 The Union Representatives shall work with the building principal in developing a plan to allow the Union access for use of office equipment and school mail for Union business.

12.06 The classification employees will give input for new and revised changes in job descriptions for each classification.

12.07 Dues Deduction

The Administration agrees to deduct dues, fees, and assessments from the pay of employees. Deduction shall begin with the first pay in October and be deducted over a twelve (12) month period, consisting of twenty-four (24) equal deductions. Dues/fees shall be sent, within ten (10) days of the date deductions are made, to the Ohio Association of Public School Employees State Treasurer along with a list showing the names of employees and the amount deducted. Withdrawals from membership shall be accepted by the Administration and the Union during the last ten (10) days of August only. Deductions for new or rehired employees shall become effective upon the effective date of the employee's authorization card.

On the effective date of this Agreement or sixty (60) days following the beginning of employment, whichever is later, employees in the bargaining unit who are not members of the Union shall pay a fair share fee. Such fair share fees shall not exceed dues paid by members of the Union who are in the bargaining unit. AFSCME Local #4/AFL-CIO and its Local 460 are responsible for litigation concerning fair share.

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 in the same manner except that written authorization for deduction of fair share fees is not required. Payments by employees holding religious conscientious objections will be governed by Section 4117.09 (c) of the Ohio Revised Code.

12.08 Right to Review Personnel File

An employee shall have the right to review his or her own personal file upon reasonable request. Information that has been given in confidence to the Board in the nature of personal references or sent by agencies may be removed in the presence of the employee.

12.09 Only one (1) personnel file for each employee will be kept for purposes of employment decisions. The central office will maintain personnel files in an accurate orderly manner including school year, assignments, months assigned, building, vacation, wages, and any changes noted during the school year in each area.

#### 12.10 Student Problems

When a student's behavior is such that special attention is required, the employee shall provide written, dated, notice to the school principal. A duplicate copy shall be retained by the employee. The school principal will arrange and conduct a meeting within one week between the employee, the student, the student's parent(s), if the principal deems a meeting is necessary to make a decision, and will render a decision.

Should a student cause serious disruption to the personal safety of the employee and other students, the employee shall report the incident immediately that may result in the emergency removal of the disruptive student by the school principal. Employees may use necessary physical force to protect him/herself, another employee, or student(s) from possible injury from a disruptive student. Employees shall report such instances in writing to the Treasurer within 24-hours. Such report shall be forwarded to the Superintendent for action as may be deemed necessary. The Superintendent shall inform the employee, in writing, of the disposition taken.

#### 12.11 Miscellaneous

Employees shall be provided a courtesy card no later than the first Friday of school each year. This courtesy card will entitle the employee to one admission for school sponsored activities. These cards shall not be transferable.

12.12 An employee required to travel during the school day for school business will be reimbursed at the IRS rate.

12.13 The Board shall establish a professional development fund in the amount of \$2,500 per school year. The Union has the option of contributing to this fund. These funds shall be used on a first come first served basis for each school year. The Superintendent or his designee must pre-approve the professional development activity.

12.14 The Board agrees to deduct from each pay of any employee an OAPSE-PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee by October 1 of each school year. The Board agrees to remit any deductions made pursuant to this provision promptly beginning November 1 to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made.

12.15 Paraprofessionals hired after January 8, 2002 must pass the Para-Pro test approved by the state by October 1, 2003. They must pass the test to remain in their current position requiring state mandated certification.

### **ARTICLE 13 – NO STRIKE/NO LOCKOUT**

13.01 The Union agrees that it shall not call for a strike against the Board or school district during the term of this Agreement.

- 13.02 The Board agrees there shall be no lockout of employees during the term of this Agreement.
- 13.03 Individuals who do not cross legally authorized picket lines will have their wages docked and no coverage of benefits will occur during such time. Employees will be expected to cross unauthorized picket lines.

#### **ARTICLE 14 – TERMINATION, DISCIPLINE AND SUSPENSION**

- 14.01 Employees may not be terminated or disciplined except for just cause. Termination and discipline shall be subject to the grievance procedure.
- 14.02 The Union recognized the Administration's right to discipline employees for just and proper cause. Discipline should be to instruct as well as to punish and shall be progressive in nature while taking into account the seriousness of the violation and consist of the following: (1) documented verbal reprimand, (2) written reprimand(s), (3) suspension, and (4) reduction or termination of employment.

Should the action of an employee adversely affect the safety of students, or other district employees, in the opinion of the Superintendent or his/her designee, the employee may be suspended immediately until the disciplinary hearing mandated below. Such suspension may be with or without pay pending final adjudication of the matter.

Employees are entitled to Union representation at any disciplinary hearing. No employee will be disciplined without a hearing by the Superintendent or his/her designee. Notice of the hearing will be given to the Local Union President and the employee at least three (3) working days prior to the day of the scheduled hearing. Such notice shall contain a listing of the time and place such event took place and any witnesses to such event.

Reprimands shall be removed from the employee's record after one (1) year provided no intervening discipline has occurred. All other disciplinary actions shall be removed from the employee's record after three (3) years.

Each regular employee must be given a performance rating once a year on a performance evaluation form prescribed by the Administration. If the employee's performance is rated unsatisfactory or substandard, specific instruction as to what is expected from the employee in order for the employee to raise this rating will be given.

- 14.03 Health, Physical & Psychological Concern:

When the safety of students or employees is at risk, the Superintendent or his designee may direct one or more employees to undergo a complete physical and/or psychological exam from a Board appointed physician or appropriate professional. Any costs not covered by insurance shall be the responsibility of the Board. Employees required to undergo this testing shall be deemed to be in paid status while following the Employer's direction.

### **ARTICLE 15 – NEW AGREEMENT**

- 15.01 When a new agreement has been ratified by the membership and adopted by the Board the following procedures will occur:
1. Contracts shall be printed in print that is no smaller than 12 letters per inch.
  2. The Board shall provide the Union with enough copies of the contract to distribute to all members of the bargaining unit who are holders of a contract with the Board.
  3. Copies of the contract will be available for new employees at the Administrative Office.

### **ARTICLE 16 – SUCCESSOR CLAUSE**

- 16.01 Any plans, documents and/or information, whether verbal or written, related to the formation or sponsoring of a community school which affects the district, must be provided to the Union by the school district as soon as it becomes aware of such plans, documents and/or information.

Any plans, documents and/or information, whether verbal or written, related to the consolidation and/or dissolution of the school district, must be provided to the Union by the school district as soon as it becomes aware of such plans, documents and/or information. A thirty day prior notice is acceptable if possible.

### **ARTICLE 17 – DURATION**

- 17.01 This Agreement shall be effective July 1, 2014 and shall remain in effect until June 30, 2017 at which time it shall expire. In the event that the Board and the Union fail to secure a successor Agreement prior to the expiration date of this Agreement, the parties may mutually agree, in writing, to extend this Agreement for any period of time.

There shall be a reopener for wages and insurance only for the second and third years of this Agreement.



**APPENDICES**

Medical Mutual SuperMed Plus Plan

Medical Mutual Prescription Plan

Guardian Option 2 Dental Plan

Supervision Plan



**Indian Creek Local Schools  
SuperMed Plus  
New Plan Option**



Benefits	Network	Non-Network
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>	
Dependent Age Limit	26	
Over Aged Child	28	
	Removal upon end of calendar year	
Pre-Existing Condition Waiting Period <b>(Does not apply to under the age of 19)</b>	Initial Group Waiver, All Others: 6-12	
Blood Pint Deductible	0 pints	
Overall Annual Benefit Period Maximum	?	
3 month Deductible Carryover	Does Apply	
Benefit Period Deductible – Single/Family <sup>1</sup>	\$200 / \$400	\$400 / \$800
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$1,500 / \$3,000	\$3,000 / \$6,000
<b>Physician/Office Services</b>		
Office Visit (Illness/Injury) <sup>2</sup>	\$10 copay, then 100%	70% after deductible
Urgent Care Office Visit <sup>2</sup>	\$50 copay, then 100%	70% after deductible
Specialist Office Visit	\$20 copay, then 100%	70% after deductible
Immunizations (tetanus toxoid, rabies vaccine, and meningococcal polysaccharide vaccine are covered services)	90% after deductible	70% after deductible
Administration of H1N1	100%	
<b>Preventive Services, in accordance with state and federal law<sup>3</sup></b>		
Routine Physical Exams(Age 21 and over)	100%	70% after deductible
Well Child Care Services including Exam Routine Vision and Hearing Exams, Immunizations and Laboratory Tests ( To age 21)	100%	70% after deductible
Routine Vision Exams -includes Refraction(Age 21 and over)	\$10 copay, then 100% <sup>4</sup>	70% after deductible
Routine Hearing Exams(Age 21 and over)	\$10 copay, then 100% <sup>4</sup>	70% after deductible
Routine Mammogram (One per benefit period)	100%	70% after deductible
Routine Pap Test (One per benefit period)	100%	70% after deductible
Routine Laboratory, X-ray and Medical Tests (All Ages)	100%	70% after deductible
<b>Outpatient Services</b>		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Physical Therapy - Facility and Professional (20 visits per benefit period)	90% after deductible	70% after deductible
Occupational Therapy – Facility and Professional (20 visits per benefit period)	90% after deductible	70% after deductible
Chiropractic Therapy – Professional Only (24 visits per benefit period)	90% after deductible	70% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	90% after deductible	70% after deductible
Cardiac Rehabilitation (36 visits per benefit	90% after deductible	70% after deductible

period)		
Emergency use of an Emergency Room <sup>3</sup>	\$100 copay then 100%	
Non-Emergency use of an Emergency Room <sup>4</sup>	\$100 copay then 90%	\$100 copay then 70%
<b>Benefits</b>	<b>Network</b>	<b>Non-Network</b>
<b>Inpatient Facility</b>		
Semi-Private Room and Board	90% after deductible	70% after deductible
Maternity	90% after deductible	70% after deductible
Skilled Nursing Facility (180 days per benefit period)	90% after deductible	70% after deductible
Organ Transplants	90% after deductible	70% after deductible
<b>Additional Services</b>		
Allergy Testing	90% after deductible	70% after deductible
Allergy Treatments	90% after deductible	70% after deductible
Ambulance	90% after deductible	70% after deductible
Durable Medical Equipment \$5,000 per benefit period)	90% after deductible	70% after deductible
Home Healthcare (90 visits per benefit period)	90% after deductible	70% after deductible
Hospice	90% after deductible	70% after deductible
Private Duty Nursing	90% after deductible	70% after deductible
<b>Mental Health and Substance Abuse – Federal Mental Health Parity</b>		
Inpatient Mental Health and Substance Abuse Services	<b>Benefits paid are based on corresponding medical benefits</b>	
Outpatient Mental Health and Substance Abuse Services		

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

Deductible and coinsurance expenses incurred for services by a non-network provider will not apply to the network deductible and coinsurance out-of-pocket limits. Deductible and coinsurance expenses incurred for services by a network provider will not 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.

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

<sup>3</sup>Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

<sup>4</sup>Services are paid at percentage indicated unless it is a preventive service which includes evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

<sup>5</sup>Copay waived if admitted.

<sup>6</sup>The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.



**Indian Creek Local Schools  
Administrative & Certified  
New RX Plan**

<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	Same as Medical	
<b>Formulary Retail Program with Oral Contraceptive Coverage</b>		
Generic Copayment	\$4	30
Formulary Copayment	20%, \$10 min, \$30 max.	30
Non-Formulary Copayment	40%, \$20 min, \$40 max.	30
<b>Formulary Home Delivery Program with Oral Contraceptive Coverage</b>		
Generic Copayment	\$10	90
Formulary Copayment	\$30	90
Non-Formulary Copayment	\$60	90

**Note:** In an effort to continue our commitment to quality care and help contain the increasing cost of prescription drug coverage, a formulary feature is included in your prescription drug benefit. A formulary drug is a FDA approved prescription medication reviewed by an independent Pharmacy and Therapeutics Committee brought together by Medco Health Solutions, Inc. Formulary drugs can assist in maintaining quality care while meeting your plan's cost containment objectives.

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.

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## Indian Creek Local School District Benefits Plan

Here you'll find information about your following employee benefit(s). Be sure to review the enclosed - it provides everything you need to sign up for your Guardian benefits.

- Dental

#### Find a Provider Online. It's easy.

- Search by: specialty, languages spoken, and more
- Side-by-side comparisons of provider information
- Get maps and driving direction
- Save your search criteria for easy access ...and much more

Go to [www.GuardianLife.com](http://www.GuardianLife.com). Under "Resources", click on "Provider Online Search"

#### Questions? Concerns?

Helpline (888) 600-1600

Call weekdays, 8:00 AM to 8:30 PM EST

The Guardian Life Insurance Company of America, New York, NY 10004

4/6

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# Dental Plans

## UNDERSTAND YOUR PLAN

With your PPO plan, you can visit any dentist, but you pay less out-of-pocket when you choose a PPO dentist.

UNDERSTAND YOUR PLAN	PPO	
	In-network	Out-of-network
<b>Calendar year deductible</b>		
Individual	\$25	\$25
Family limit	3 per family	
Waives for	Preventive	Preventive
<b>Charges covered for you (co-insurance)</b>	In-network	Out-of-network
Preventive Care (e.g. cleanings)	100%	100%
Basic Care (e.g. fillings)	80%	60%
Major Care (e.g. crowns, dentures)	60%	50%
Orthodontal	60%	60%
<b>Annual Maximum Benefit</b>	\$2500	\$2500
<b>Maximum Rollover</b>	Yes	
Rollover Threshold	\$900	
Rollover Amount	\$450	
Rollover In-network Amount	\$700	
Rollover Account Limit	\$1500	
<b>Lifetime Orthodontia Maximum</b>	\$1500	
<b>Network</b>	DentalGuard Preferred	
<b>Dependent Age Limit (Non-Student/Student)</b>	23/26	

## YOUR GUARDIAN PLAN OFFERS:

Orthodontia coverage for children

No charge for preventive care (subject to plan limits)

Coverage of ViziLite Plus early cancer detection screening exams

Maximum rollover if a member submits at least one claim and stays under the claims threshold, a part of the unused maximum will be rolled over for use in future years.

National PPO network of more than 70,000 dentist locations

Find out if your dentist is in Guardian's network at [www.guardianlife.com](http://www.guardianlife.com)

**CATEGORY PLAN DETAILS**

	PPD	PPD
	Plan pays (or average)	Out-of-network
<b>Preventive Care: Cleaning (professional)</b>	100%	100%
Frequency:	Once Every 6 Months	
Fluoride Treatments	100%	100%
Limit:	Under Age 19	
Oral Exams	100%	100%
Sealants (per tooth)	100%	100%
X-rays	100%	100%
<b>Basic Care</b>		
Anesthesia	80%	80%
Filings (one surface)	80%	80%
Period Surgery	80%	80%
Periodontal Maintenance	80%	80%
Frequency:	Once Every 3 Months	(enhanced)
<b>Repair &amp; Maintenance of</b>		
Crowns, Bridges & Dentures	80%	80%
Root Canal	80%	80%
Scaling & Root Planing (per quadrant)	80%	80%
Simple Extractions	80%	80%
Surgical Extractions	80%	80%
Bridges and Relines	60%	60%
Major Care	60%	60%
Impls, Onlays, Veneers **	60%	60%
Single Crowns	60%	60%
Orthodontia	60%	60%

Limit:

Child(ren)

This is only a general list of dental services. Your certificate of benefits will show exactly what is covered and excluded. \*Onlays, Inlays, Onlays and Labial Veneers are covered only when needed because of decay or injury and only when the tooth cannot be restored with a regular crown or composite filling material. When Orthodontia coverage is for "Child(ren)" only, the orthodontic appliance must be paid prior to the age of 19. Lifetime student age does not apply to the adult placement of the appliance. Orthodontic insurance may continue as long as lifetime student status is maintained. If Orthodontia coverage is for "Adults and Child(ren)" this limitation does not apply. The total number of days and periodontal maintenance procedures are combined in a 12 month period.

Please note: The plan details listed here are some of the most common services related to dental coverage. The co-insurances percentages for the PPD plan options correspond to the coverage categories of Preventive, Basic, Major and Orthodontia listed in the table above.

**EXCLUSIONS AND LIMITATIONS**

Important information about Guardian's specifications regarding and Description of Preferred PPD plan. This policy provides dental insurance only. Coverage is limited to those charges that are necessary to prevent, diagnose or treat dental disease, defect, or injury. Deductibles apply. The plan does not pay for oral hygiene services (except as covered under preventive services), orthodontia (unless expressly provided for), cosmetic or experimental treatments, any treatment to the extent benefits are payable by any other payer or for which no charge is made, prosthetic devices unless certain conditions are met, and services ancillary to surgical treatment. The plan limits benefits for diagnostic consultations and for prevention, restorative, endodontic, periodontic, and prosthetic.

services. The services, exclusions and limitations listed above do not constitute a contract and are a summary only. The complete plan documents are the final source of coverage. Contact 1 (800) 363-2820 or at Special Limitation: When two or more people are covered person becomes insured by the plan. A covered person may have one or more companies issuing health care and one or more health plans be insured by the plan. We won't pay for a procedure which which requires such health unless the doctor also requires one or more national health care extended that the covered person were insured by the plan. IS - 102000



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**Indian Creek Local School District**

**OUTLINE OF BENEFITS - GOLD PLUS PREFERRED PLAN II**

**VISION PLAN - PREFERRED PROVIDER (PPO)/INDEMNITY**

	\$5 Exam
	\$10 Materials*
<b>COPAYMENT AMOUNT</b>	\$0 C/L Fitting Exam

<b>MONTHLY PREMIUM</b>	
EMPLOYEE ONLY	\$ 4.74
EMPLOYEE AND FAMILY	\$ 11.90

\* Materials copayment applies to lenses and frames only, not contact lenses.  
Copayments apply to in network benefit and are deducted from non network reimbursements.  
Rates are guaranteed for a four year period.  
Minimum requirements: 100% employer paid

<b>SERVICES/FREQUENCY</b>	
Comprehensive Exam	12 Months
Lenses	24 Months
Frames	24 Months
Contact Lenses	24 Months

<b>BENEFITS</b>	<b>IN-NETWORK<sup>1</sup></b>	<b>OUT-OF-NETWORK<sup>1</sup></b>
Comprehensive Exam By An Ophthalmologist	Covered In Full	Up To \$ 34.00
Comprehensive Exam By An Optometrist	Covered In Full	Up To \$ 26.00
Lenses (Standard) Per Pair:		
Single Vision	Covered In Full	Up To \$ 29.00
Bifocal	Covered In Full	Up To \$ 43.00
Trifocal	Covered In Full	Up To \$ 53.00
Lenticular	Covered In Full	Up To \$ 84.00
Progressive	Covered to providers retail trifocal amount	Up To \$ 53.00
Polycarbonate, depends to age 18	Covered In Full	Not Covered
Contact Lenses <sup>2</sup> :		
Medically Necessary (per pair)	Covered In Full	Up To \$ 210.00
Cosmetic (Elective) <sup>3</sup>	Up To \$ 120.00	Up To \$ 100.00
Standard Contact Lens Fitting Exam <sup>4</sup>	Covered In Full	Not Covered
Specialty Contact Lens Fitting Exam <sup>4</sup>	Up to \$ 50.00	Not Covered
Frames <sup>3</sup>	Up To \$ 130.00	Up To \$ 65.00

<sup>1</sup> All in-network and out-of-network allowances are at the retail value.  
<sup>2</sup> Contact lenses are in lieu of eyeglass lenses and frames benefit.  
<sup>3</sup> The insured is responsible for paying any charges in excess of this retail allowance.  
<sup>4</sup> Standard contact lens fitting exam applies to an existing contact lens user who wears disposable, daily wear, or extended wear lenses only. The specialty contact lens fitting exam applies to new contact lens wearers and/or a member who wears toric, gas permeable, or multi-focal lenses.



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**MATERIALS SVP 8-20 DISCOUNT SCHEDULE:**

Featured are 20% discounts on the provider's charges for upgrades to the 1st pair of covered eyeglass lenses. This includes tints, coatings, special materials and special lens designs. The member may also receive a 20% discount on the difference between the retail price of the frame they have selected, and their allowance, as shown on the benefit outline above.

Out of Pocket Maximums for Lens Add-Ons - Single Vision Lenses

Scratch Coat (Factory)	\$	13
UV Coat	\$	15
Standard Anti-Reflective Coat	\$	50
High Index 1.6	\$	55
Plastic Tints Solid or Gradient	\$	25
Standard transitions & other standard photochromic lenses	\$	80
Polycarbonate	\$	40
Glass Coloring	\$	35

Out of Pocket Maximums for Lens Add-Ons-Std Lined Bi & Tri-focal Lenses

Scratch Coat (Factory)	\$	13
UV Coat	\$	15
Standard Anti-Reflective Coat	\$	50

Also included are discounts on the purchases of additional pairs of eyeglasses and contact lenses. See the schedule below. These materials discounts are available from in-network providers who are identified in the directory as a discount plan provider

FRAMES	30% OFF RETAIL
No restrictions apply	
LENSES (Uncoated Plastic-CR39, or Glass)	30% OFF RETAIL
Single Vision	
Bifocal (FT 25-35 & Executive)	
Trifocal (FT 7X25, 7X28, 8X35 & Executive)	
Progressives	
Zyl and Metal Mounting	
ADD-ON TO BASE LENSES	20% OFF RETAIL
Tints, Coatings, Colored Lenses	
Power over 4.00D Sphere, 2.00D Cylinder & 5.00D Prism	
Polycarbonate, High Index, Photochromatics	
Cosmetic Finishing, Beveling, Edging & Mounting	
EVERYDAY "FRAME AND LENS PACKAGE PRICING"	20% OFF RETAIL
CONTACT LENSES	20% OFF RETAIL
DISPOSABLE CONTACT LENSES	10% OFF RETAIL
ALL OTHER MATERIALS	20% OFF RETAIL

**REFRACTIVE SURGERY DISCOUNT PLAN**

Superior Vision Services has contracted with Ophthalmologists who specialize in the highly publicized elective procedures of Radial Keratotomy (RK), Photo Refractive Keratotomy (PRK), and LASIK. These participating providers provide their services for the aforementioned procedures at a 20% discount off their usual and customary surgical fees (non-insured benefit) for Superior Vision Plan members. The Materials Discount also includes Blepharoplasty (upper and lower eyelid surgery).

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