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NEGOTIATED AGREEMENT

between the

Ohio Association
of
Public School Employees
Local #208

and the

Amherst Exempted Village Schools
Board of Education

Effective

From June 30, 2014 thru June 29, 2019

Board Approved: February 22, 2016

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Mission Statement

"The mission of The Amherst Exempted Village School System is to prepare students to meet, to the best of their abilities, the academic, social, civic, and career needs of the future by providing high quality programs that will lay the foundation for continued learning and support the moral and ethical values of our community."

The Amherst Board of Education and the O.A.P.S.E. Local #208 agree that it is not the intent of the parties to discriminate against any employee on the basis of race, age, gender, handicap or national origin. Any use of gender biased terms is in no way intended to discriminate on any basis.

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CLASSIFIED SALARY SCHEDULE **2014-2015** **1%**

Column Row	1	2	3	4	5	6	7	8
	Mail Run Preschool Bus Aides Van Driver Van Aides PEP Bus Aide	**Clinic Meda & Teachers Aides, Monitors & Student Att.**	**School Secretary**	**Jr. High Head Cust.**	**Harris Head Cust.**	**B & G Maint Nord & Powers Head Cust.**	**Custodian Class III**	**Head Maint & Mechanic**
0	12.32	12.32	13.83	19.79	19.26	19.53	17.76	22.94
1	12.99	12.99	14.38	20.21	19.67	19.93	18.20	23.65
2	13.61	13.61	14.89	20.64	20.16	20.41	18.67	24.13
3	13.83	13.89	15.46	21.12	20.58	20.89	19.21	24.52
4	14.28	14.62	16.03	21.59	21.06	21.33	19.57	25.00
5	14.48	15.57	16.71	22.05	21.55	21.82	19.96	25.40
6	14.82	16.13	17.35	22.51	22.00	22.26	20.36	25.81
7	14.95	17.49	18.12	23.03	22.50	22.74	20.69	26.29
8	15.13	18.48	18.95	23.49	22.96	23.24	21.15	26.77
9	15.41	19.41	19.80	23.97	23.47	23.72	21.47	27.13
10	15.95	19.93	20.30	24.48	23.94	24.24	22.00	27.69
11	16.42	20.42	20.81	24.96	24.45	24.72	22.50	28.14
Longevity								
12yrs-5%	0.62	0.62	0.69	0.99	0.96	0.98	0.89	1.15
15yrs-$.25	0.87	0.87	0.94	1.24	1.21	1.23	1.14	1.40
20yrs-$.25	1.12	1.12	1.19	1.49	1.46	1.48	1.39	1.65
25yrs-$.25	1.37	1.37	1.44	1.74	1.71	1.73	1.64	1.90

CLASSIFIED SALARY SCHEDULE **2014-2015** **1%**

Column Row	Asst. Maint. & Mechanic 9	Bus Driver 10	Head Cook 11	Asst Cook 12	Part Time Cook 13	Sign Interpr 14	Custodian Class II Cleaners 15	Steele Head Custodians 16
0	20.65	17.83	13.94	12.45	11.76	20.68	11.33	20.09
1	21.28	18.04	14.28	12.85	11.94	21.44	11.68	20.50
2	21.70	18.27	14.62	13.22	12.18	22.25	12.01	20.88
3	22.20	18.50	15.01	13.60	12.48	23.07	12.43	21.35
4	22.56	18.78	15.64	14.02	12.72	23.83	12.76	21.85
5	23.01	19.07	16.23	14.47	13.02	24.59	13.04	22.27
6	23.45	19.32	16.88	14.89	13.26	25.36	13.34	22.77
7	23.87	19.55	17.58	15.26	13.51	26.19	13.64	23.32
8	24.31	19.85	18.18	15.67	13.78	27.05	13.95	23.75
9	24.75	20.02	18.89	16.11	14.01	27.93	14.27	24.21
10	25.28	20.53	19.33	16.59	14.53	28.85	14.76	24.69
11	25.76	21.03	19.85	17.11	15.03	29.80	15.22	25.14
Longevity								
12yrs -5%	1.03	0.89	0.70	0.62	0.59	1.03	0.57	1.00
15yrs-$.25	1.28	1.14	0.95	0.87	0.84	1.28	0.82	1.25
20yrs-$.25	1.53	1.39	1.20	1.12	1.09	1.53	1.07	1.50
25yrs-$.25	1.78	1.64	1.45	1.37	1.34	1.78	1.32	1.75

CLASSIFIED SALARY SCHEDULE **2015-2016** **1.25%**

Column Row	1	2	3	4	5	6	7	8
	Mail Run Preschool Bus Aides Van Driver Van Aides PEP Bus Aide	**Clinic Meda & Teachers Aides, Monitors & Student Att.**	**School Secretary**	**Jr. High Head Cust.**	**Harris Head Cust.**	**B & G Maint Nord & Powers Head Cust.**	**Custodian Class III**	**Head Maint & Mechanic**
0	12.48	12.48	14.00	20.03	19.50	19.78	17.98	23.22
1	13.15	13.15	14.56	20.46	19.92	20.18	18.43	23.95
2	13.78	13.78	15.07	20.90	20.41	20.67	18.91	24.43
3	14.00	14.06	15.66	21.38	20.84	21.15	19.45	24.83
4	14.46	14.81	16.23	21.86	21.32	21.60	19.82	25.31
5	14.66	15.77	16.91	22.32	21.82	22.09	20.21	25.72
6	15.00	16.33	17.57	22.79	22.27	22.54	20.62	26.13
7	15.13	17.71	18.35	23.32	22.78	23.02	20.95	26.62
8	15.32	18.71	19.18	23.79	23.24	23.53	21.41	27.10
9	15.61	19.65	20.04	24.27	23.77	24.02	21.74	27.47
10	16.15	20.18	20.55	24.79	24.24	24.54	22.27	28.04
11	16.63	20.68	21.07	25.27	24.76	25.03	22.78	28.49
Longevity								
12yrs -5%	0.62	0.62	0.70	1.00	0.98	0.99	0.90	1.16
15yrs-$.25	0.87	0.87	0.95	1.25	1.23	1.24	1.15	1.41
20yrs-$.25	1.12	1.12	1.20	1.50	1.48	1.49	1.40	1.66
25yrs-$.25	1.37	1.37	1.45	1.75	1.73	1.74	1.65	1.91

CLASSIFIED SALARY SCHEDULE **2015-2016** **1.25%**

Column Row	Asst. Maint. & Mechanic 9	Bus Driver 10	Head Cook 11	Asst Cook 12	Part Time Cook 13	Sign Interpr 14	Custodian Class II Cleaners 15	Steele Head Custodians 16
0	20.91	18.05	14.11	12.61	11.90	20.94	11.47	20.34
1	21.55	18.26	14.46	13.01	12.09	21.71	11.82	20.76
2	21.98	18.50	14.81	13.39	12.33	22.53	12.16	21.14
3	22.48	18.73	15.20	13.77	12.64	23.36	12.59	21.62
4	22.85	19.01	15.84	14.19	12.87	24.12	12.92	22.12
5	23.30	19.31	16.43	14.65	13.18	24.90	13.20	22.55
6	23.75	19.56	17.09	15.07	13.43	25.68	13.51	23.05
7	24.16	19.80	17.80	15.45	13.68	26.52	13.81	23.61
8	24.61	20.09	18.41	15.86	13.95	27.39	14.12	24.04
9	25.05	20.27	19.12	16.31	14.18	28.28	14.45	24.51
10	25.60	20.79	19.57	16.80	14.72	29.21	14.94	25.00
11	26.08	21.29	20.09	17.32	15.22	30.17	15.41	25.45
Longevity								
12yrs -5%	1.05	0.90	0.71	0.63	0.60	1.05	0.57	1.02
15yrs-$.25	1.30	1.15	0.96	0.88	0.85	1.30	0.82	1.27
20yrs-$.25	1.55	1.40	1.21	1.13	1.10	1.55	1.07	1.52
25yrs-$.25	1.80	1.65	1.46	1.38	1.35	1.80	1.32	1.77

Classified Salary Schedules O.A.P.S.E. Negotiated Agreement 6/30/2014 through 6/29/2019

CLASSIFIED SALARY SCHEDULE 2016-2017 1.25%

Column	Mail Run Preschool Bus Aides Van Driver Van Aides Pep Bus Aide	Clinic Meda & Teachers Aides, Monitors Student Att.	School Secretary	Jr. High Head Custodian	Harris Head Custodian	B & G Maint Nord & Powers Head Custodian	Custodian Class III	Head Maint & Mechanic
Row	1	2	3	4	5	6	7	8
0	12.63	12.63	14.17	20.28	19.75	20.02	18.20	23.51
1	13.32	13.32	14.74	20.72	20.17	20.43	18.66	24.25
2	13.96	13.96	15.26	21.16	20.67	20.93	19.14	24.74
3	14.17	14.24	15.85	21.65	21.10	21.41	19.69	25.14
4	14.64	14.99	16.43	22.14	21.59	21.87	20.07	25.63
5	14.85	15.97	17.13	22.60	22.10	22.36	20.46	26.04
6	15.19	16.54	17.79	23.08	22.55	22.82	20.87	26.45
7	15.32	17.93	18.58	23.61	23.07	23.31	21.22	26.95
8	15.51	18.95	19.42	24.08	23.53	23.82	21.68	27.44
9	15.80	19.90	20.29	24.57	24.06	24.32	22.01	27.81
10	16.35	20.43	20.81	25.10	24.54	24.85	22.55	28.39
11	16.84	20.94	21.33	25.58	25.07	25.35	23.07	28.85
Longevity								
12yr - 5%	0.63	0.63	0.71	1.01	0.99	1.00	0.91	1.18
15yr - $.25	0.88	0.88	0.96	1.26	1.24	1.25	1.16	1.43
20yr - $.25	1.13	1.13	1.21	1.51	1.49	1.50	1.41	1.68
25yr - $.25	1.38	1.38	1.46	1.76	1.74	1.75	1.66	1.93

Classified S Classified Salary Schedules O.A.P.S.E. Negotiated Agreement 6/30/2014 through 6/29/2019

CLASSIFIED SALARY SCHEDULE 2016-2017 1.25%

Column Row	Asst. Maint. & Mechanic	Bus Driver	Head Cook	Asst Cook	Part Time Cook	Sign Interpr	Custodian Class II Cleaners	Steele Head Custodians
	9	10	11	12	13	14	15	16
0	21.17	18.27	14.29	12.77	12.05	21.21	11.62	20.59
1	21.82	18.49	14.64	13.17	12.24	21.98	11.97	21.02
2	22.25	18.73	14.99	13.55	12.49	22.81	12.31	21.40
3	22.76	18.97	15.39	13.95	12.80	23.65	12.75	21.89
4	23.13	19.25	16.04	14.37	13.04	24.43	13.08	22.40
5	23.59	19.55	16.64	14.84	13.35	25.21	13.37	22.83
6	24.04	19.81	17.30	15.26	13.59	26.00	13.68	23.34
7	24.47	20.05	18.03	15.65	13.85	26.85	13.98	23.91
8	24.92	20.35	18.64	16.06	14.12	27.73	14.30	24.34
9	25.37	20.52	19.36	16.51	14.36	28.63	14.63	24.82
10	25.92	21.05	19.82	17.01	14.90	29.58	15.13	25.32
11	26.40	21.56	20.35	17.54	15.41	30.54	15.60	25.77
Longevity								
12yr - 5%	1.06	0.91	0.71	0.64	0.60	1.06	0.58	1.03
15yr - $.25	1.31	1.16	0.96	0.89	0.85	1.31	0.83	1.28
20yr - $.25	1.56	1.41	1.21	1.14	1.10	1.56	1.08	1.53
25yr - $.25	1.81	1.66	1.46	1.39	1.35	1.81	1.33	1.78

Classified Salary Schedules O.A.P.S.E. Negotiated Agreement 6/30/2014 through 6/29/2019

CLASSIFIED SALARY SCHEDULE 2017-2018 1.75%

Column								
	Mail Run Preschool Bus Aides Van Driver Van Aides Pep Bus Aide	Clinic Meda & Teachers Aides, Monitors Student Att.	School Secretary	Jr. High Head Custodian	Harris Head Custodian	B & G Maint Nord & Powers Head Custodian	Custodian Class III	Head Maint & Mechanic
Row	1	2	3	4	5	6	7	8
0	12.85	12.85	14.42	20.64	20.09	20.38	18.52	23.93
1	13.55	13.55	15.00	21.08	20.52	20.79	18.98	24.67
2	14.20	14.20	15.53	21.53	21.03	21.29	19.48	25.17
3	14.42	14.49	16.13	22.03	21.47	21.79	20.04	25.58
4	14.90	15.26	16.72	22.52	21.97	22.25	20.42	26.07
5	15.11	16.25	17.43	23.00	22.48	22.76	20.82	26.50
6	15.46	16.82	18.10	23.48	22.95	23.22	21.24	26.92
7	15.59	18.25	18.90	24.02	23.47	23.71	21.59	27.42
8	15.78	19.28	19.76	24.51	23.95	24.24	22.06	27.92
9	16.08	20.25	20.65	25.00	24.48	24.75	22.40	28.30
10	16.64	20.79	21.18	25.54	24.97	25.28	22.95	28.89
11	17.13	21.30	21.70	26.03	25.51	25.79	23.47	29.35
Longevity								
12yr- 5%	0.64	0.64	0.72	1.03	1.00	1.02	0.93	1.20
15yr - $.25	0.89	0.89	0.97	1.28	1.25	1.27	1.18	1.45
20yr - $.25	1.14	1.14	1.22	1.53	1.50	1.52	1.43	1.70
25yr - $.25	1.39	1.39	1.47	1.78	1.75	1.77	1.68	1.95

Classified S Classified Salary Schedules O.A.P.S.E. Negotiated Agreement 6/30/2014 through 6/29/2019

CLASSIFIED SALARY SCHEDULE 2017-2018 1.75%

Column Row	Asst. Maint. & Mechanic	Bus Driver	Head Cook	Asst Cook	Part Time Cook	Sign Interpr	Custodian Class II Cleaners	Steele Head Custodians
	9	10	11	12	13	14	15	16
0	21.54	18.59	14.54	12.99	12.26	21.58	11.82	20.95
1	22.20	18.82	14.90	13.40	12.45	22.37	12.18	21.39
2	22.64	19.06	15.26	13.79	12.71	23.21	12.53	21.78
3	23.16	19.30	15.66	14.19	13.02	24.06	12.97	22.27
4	23.54	19.59	16.32	14.62	13.26	24.85	13.31	22.79
5	24.00	19.89	16.93	15.10	13.58	25.65	13.60	23.23
6	24.46	20.15	17.60	15.53	13.83	26.45	13.92	23.75
7	24.89	20.40	18.34	15.92	14.10	27.32	14.22	24.33
8	25.36	20.70	18.96	16.34	14.37	28.21	14.55	24.77
9	25.81	20.88	19.70	16.80	14.61	29.13	14.89	25.25
10	26.37	21.42	20.16	17.31	15.16	26.93	15.39	25.76
11	26.86	21.93	20.70	17.85	15.68	31.08	15.88	26.22
Longevity								
12yr- 5%	1.08	0.93	0.73	0.65	0.61	1.08	0.59	1.05
15yr - $.25	1.33	1.18	0.98	0.90	0.86	1.33	0.84	1.30
20yr - $.25	1.58	1.43	1.23	1.15	1.11	1.58	1.09	1.55
25yr - $.25	1.83	1.68	1.48	1.40	1.36	1.83	1.34	1.80

Classified Salary Schedules O.A.P.S.E. Negotiated Agreement 6/30/2014 through 6/29/2019

CLASSIFIED SALARY SCHEDULE 2018-2019 2.25%

Column Row	1 Mail Run Preschool Bus Aides	2 Clinic Meda & Teachers Aides, Monitors Student Att.	3 School Secretary	4 Jr. High Head Custodian	5 Harris Head Custodian	6 B & G Maint Nord & Powers Head Custodian	7 Custodian Class III	8 Head Maint & Mechanic
0	13.14	13.14	14.75	21.10	20.54	20.83	18.94	24.46
1	13.85	13.85	15.34	21.56	20.98	21.25	19.41	25.23
2	14.52	14.52	15.88	22.02	21.50	21.77	19.92	25.74
3	14.75	14.81	16.49	22.52	21.95	22.28	20.49	26.16
4	15.23	15.60	17.10	23.03	22.46	22.75	20.88	26.66
5	15.45	16.61	17.82	23.52	22.99	23.27	21.29	27.09
6	15.80	17.20	18.51	24.01	23.46	23.74	21.72	27.52
7	15.94	18.66	19.33	24.56	24.00	24.25	22.07	28.04
8	16.14	19.71	20.21	25.06	24.49	24.79	22.56	28.55
9	16.44	20.70	21.11	25.56	25.03	25.30	22.90	28.93
10	17.01	21.25	21.65	26.11	25.53	25.85	23.46	29.54
11	17.52	21.78	22.19	26.62	26.08	26.37	24.00	30.01
Longevity								
12yr-5%	0.66	0.66	0.74	1.06	1.03	1.04	0.95	1.22
15yr-$.25	0.91	0.91	0.99	1.31	1.28	1.29	1.20	1.47
20yr-$.25	1.16	1.16	1.24	1.56	1.53	1.54	1.45	1.72
25yr-$.25	1.41	1.41	1.49	1.81	1.78	1.79	1.70	1.97

Classified Salary Schedules O.A.P.S.E. Negotiated Agreement 6/30/2014 through 6/29/2019

CLASSIFIED SALARY SCHEDULE 2018-2019 2.25%

Column Row	Asst. Maint. & Mechanic	Bus Driver	Head Cook	Asst Cook	Part Time Cook	Sign Interpr	Custodian Class II Cleaners	Steele Head Custodians
	9	10	11	12	13	14	15	16
0	22.03	19.01	14.87	13.28	12.54	22.06	12.09	21.43
1	22.70	19.24	15.23	13.70	12.73	22.87	12.45	21.87
2	23.15	19.49	15.60	14.10	12.99	23.73	12.81	22.27
3	23.68	19.73	16.01	14.51	13.31	24.60	13.26	22.77
4	24.07	20.03	16.69	14.95	13.56	25.41	13.61	23.30
5	24.54	20.34	17.31	15.44	13.89	26.23	13.91	23.75
6	25.01	20.61	18.00	15.88	14.14	27.05	14.23	24.28
7	25.45	20.86	18.75	16.28	14.41	27.93	14.54	24.87
8	25.93	21.17	19.39	16.71	14.69	28.85	14.88	25.33
9	26.39	21.35	20.14	17.18	14.94	29.79	15.22	25.82
10	26.96	21.90	20.62	17.70	15.50	30.77	15.74	26.34
11	27.47	22.43	21.17	18.25	16.03	31.78	16.23	26.81
Longevity								
12yr-5%	1.10	0.95	0.74	0.66	0.63	1.10	0.60	1.07
15yr-$.25	1.35	1.20	0.99	0.91	0.88	1.35	0.85	1.32
20yr-$.25	1.60	1.45	1.24	1.16	1.13	1.60	1.10	1.57
25yr-$.25	1.85	1.70	1.49	1.41	1.38	1.85	1.35	1.82

Article I – Compensation Plan

A. Insurance

1. Hospitalization - Group hospitalization and medical insurance is available to eligible employees as set forth below. Covered benefits for employees are set forth in the LERC Premium Plan Document. Effective July 1, 2015, in accordance with the LERC "Working Spouse Rule" Language in the Appendix, any employee's spouse that has single medical/prescription drug insurance coverage available through his/her employer, business, organization or retirement plan, that costs no more than 25% of the premium cost for the lowest cost plan, must enroll in that coverage and the Board's health insurance plan will coordinate as secondary payer for any and all services provided. Effective July 1, 2014, employees may select coverage under the LERC Minimum Value Plan at 100% cost to the Board for full time employees.

   Current full-time employees will contribute eighteen percent (18%) toward the cost of Board provided group hospitalization and medical insurance. Bargaining unit members employed by Board actions on or after July 1, 2011, will contribute twenty-five percent (25%) toward the cost of Board provided group hospitalization and medical insurance. All full-time employees will receive a five percent (5%) discount if they participate in the Amherst Employee Wellness Plan (see Appendix). Full-time employees are those regularly scheduled to work at least thirty-five (35) hours per week. For part-time employees working between 20.00 and 34.99 hours per week, fifty percent (50%) of the cost of coverage will be paid by the Board.[1] When husband and wife are Board employees, only one employee will pay for their share of a family premium or each may choose single coverage, and each will pay for their share of premium.

   Bus Drivers, employed as "full time", will be granted the same insurance benefits as regularly employed full time employees. The present agreement anticipates increases in the cost of this protection.

   Employees scheduled to work less than twenty (20) hours per week are not eligible for Board-provided health insurance.

[1] For any current employee who, on the date of March 1, 2010, was receiving District insurance benefits and scheduled to work between 25.01 and 39.99 hours per week, insurance benefits will be maintained at the maximum Board contribution, as if "full time" for the remainder of such employee's tenure with the District; however, if any such employee's regularly scheduled work hours move below the 25.01 hour per week threshold, access to benefits will be determined by Paragraph A. 1., above, without further application of this "grandparent" provision. Effective July 1, 2010, all other employees will be eligible to receive health insurance benefits, if at all, only in accordance with the provisions of Paragraph A.1., above. Less than full-time employees will pay an additional five percent (5%) for group hospitalization and medical insurance if they do not participate in the Amherst Schools Wellness Program (See Appendix).

2. Life Insurance - Life insurance in the amount of $50,000 is provided at no cost to all regular full time employees and $30,000 for all regular part-time employees.

3. Dental Insurance - The Board will pay two-thirds (2/3) of the dental composite premium and an employee will pay one-third (1/3) of the dental composite premium if the employee elects dental insurance. If both husband and wife are Board employees, the Board shall pay eighty-seven percent (87%) of the cost of the premium. In the case of part-time employees, the Board will pay forty-five percent (45%) of the Board's share as appropriate for those who work a minimum of three (3) hours per day on a regular school day.

4. A Health Care Committee composed of the President of the O.A.P.S.E. Local #208, a member of the Board of Education, five (5) representatives appointed by the President of the association, O.A.P.S.E., three (3) representatives of the Board, and a representative of the ATA, shall be created and charged with considering health insurance matters and to investigate plan design changes to lower premium costs. The committee shall annually elect a chairperson. Regular minutes of all meetings of the committee shall be kept and shared with all members. All decisions of the committee shall be achieved by consensus, (i.e., all represented parties on the committee shall agree with the decision). The Health Care Committee shall regularly be provided with health insurance data, including enrollment levels, claims paid versus premiums, and such other data as the members of the Health Care Committee believe will facilitate the committee's processes. The committee's responsibilities include reviewing insurance costs, exploring program additions or modifications, examining utilization patterns, and looking for various cost containment options.

5. The Health Care Committee shall be authorized to utilize such consultants. Each year the Health Care Committee shall be advised, as soon as possible, of the anticipated level of premiums for the succeeding benefit year (July 1 through June 30). Each year the Health Care Committee will consider changes in program design, premium sharing, and other steps that will act to keep the rate of premium increase as low as possible. In the event the Health Care Committee is not able to achieve consensus on any such changes by May 1, the plan will continue unchanged for the succeeding benefit year. If the Health Care Committee recommends changes in program design, premium sharing, or other modifications, including possible implementation of a Section 125 Plan, and consideration of a "waiver/opt out" provision, such changes shall be implemented following approval by the full membership of the association, O.A.P.S.E. and the Board.

B. Jury Duty

Employees are encouraged to serve as jurors when called and shall be paid during jury duty.

C. Longevity

Service as a classified person in any classification shall be counted toward longevity pay. The employee, upon accumulating twelve (12) years service as a classified employee in the district, shall receive five percent (5%) of his base salary in his present classification. Upon accumulating fifteen (15), twenty (20) and twenty-five (25) years with the District, the employee will receive an additional $0.25 per hour to their base salary rate of their current classification.

D. Severance Pay

1. Classified employees who elect to retire and meet the requirements of R.C. 3309.01 shall be paid a lump sum equal to one-half (1/2) of the accrued but unused sick leave credit, to a maximum of eighty-five (85) days if they have met one of the following criteria:

   a. Have thirty (30) years of actual service credit and have attained the age of fifty (50),

   b. Have twenty-five (25) years of actual service credit and have attained the age of fifty-five (55); or

   c. Have five (5) years of actual service credit and have attained the age of sixty (60).

   For members retiring on or after August 1, 2017, the following criteria will apply:

   a. Have thirty (30) years of actual service credit and have attained the age of fifty-seven (57),

   b. Have twenty-five (25) years of actual service credit and have attained the age of sixty (60); or

   c. Have ten (10) years of actual service credit and have attained the age of sixty-two (62).

   Not meeting one of the above qualifications and/or not having been an employee of the Amherst Schools for a minimum of ten (10) years, will eliminate any and all severance pay to the employee. After five (5)

consecutive years of approved disability, these requirements shall be waived.

Such payment shall be made only once to a classified employee after application has been made and approved by the appropriate retirement system. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee.

For employees retiring with an accumulation of three hundred (300) or more earned sick leave days, an additional fifteen (15) days of severance will be paid.

2. The employee shall receive severance pay in one payment on or before the 75th day following retirement. Employees electing to tax defer all or part of their severance pay must notify the Treasurer's Office, in writing, thirty (30) days prior to their retirement.

3. In the event of an employee's death prior to retirement from the Amherst Schools, an amount equal to the severance pay formula then in force will be paid to the employee's designated beneficiary, as stated on the Board provided insurance plan beneficiary statement, or the estate of the employee within ninety (90) days. Payment for sick leave on this basis shall be considered to eliminate all sick leave accrued by the employee.

E. Vacation

For the purpose of vacation, full-time employees shall be employees scheduled to work two hundred-sixty (260) days per year. Vacations shall be granted to full-time, twelve (12)-month school employees on the following basis:

At the end of each fiscal year, the employees eligible for vacation will have days credited to be taken in the following fiscal year. A new employee who did not work the entire fiscal year will be credited with prorated days to be taken in the next fiscal year.

Vacation shall be granted as follows: Two (2) weeks (or prorated days) for a new employee for the 1st year. Vacation accrued as normal for the 2nd-5th years. During the 6th-10th years of employment, an employee will earn three (3) weeks of vacation each fiscal year, to be taken beginning the 7th year of employment. During the 11th and all succeeding years, the employee will earn four (4) weeks of vacation each fiscal year, to be taken in each succeeding fiscal year.

Earned vacation will only be used in the succeeding fiscal year unless an employee resigns or retires. Earned vacation will be prorated against resignation/retirement date.

Two hundred-sixty (260)-day classified employees may take vacation at any time during the year providing they receive the approval of their immediate Supervisor or the Superintendent. There will be no approved vacation time during the first five student days of any school year or during the last five student days of any school year.

Effective July 1, 1992, any part time employee who works less than 2080 hours per year as a regular employee (substitutes excluded) who moves to a position that qualifies for vacation, shall have earned vacation set on a prorated basis. Vacation days shall be determined on the basis of earned hours accrued. For every 2080 hours worked, an employee will accrue one (1) year service credit for vacation purposes.

> Example: A four (4) hour employee who worked 186 days per year for ten (10) years moves to a position that qualifies for vacation.
>
> 4 (hours) x 186 (days) = 744 (hours per year) x 10 (years.) = 7440 hours accrued service time. 7440 hours divided by 2080 = 3.58 years, which would give the employee 3 years credit earned for vacation purposes. Partial years will not be counted.

If an employee leaves the position before the end of the first year of the "vacation eligible job," vacation will be determined on the number of hours that were earned during that year, and the employee would not be eligible for any vacation which he would have qualified for in his previous position.

Vacation may not be used on professional development days.

F. Clothing Allowance

The Board will pay the full-time bus mechanic, assistant mechanic, head maintenance, assistant maintenance, and outside maintenance employees a clothing allowance of $250.00 per year and are required to wear appropriate clothing at all times while on duty, including any District purchased shirts, if provided. Custodial personnel will be paid a clothing allowance of $200.00 per year and are required to wear appropriate clothing at all times while on duty, including any District purchased shirts, if provided. Clinic Aides will be provided with appropriate scrubs, which are required for all times while on duty. Bus Drivers and bus aides will be paid an annual clothing allowance of $150.00. Since the clothing purchased with these allowances can be worn outside of the work place, the allowance is considered fully taxable to the employee as income on their W-2. The amount of the clothing allowance, as stipulated above, will be paid to the employee annually in the first payroll in November.

G. Snow Removal

Bus mechanics shall help with snow removal when requested by the Operations Coordinator.

H. Holidays

Paid holidays for classified employees will be as follows:

Less than 240-Day Employees:
- New Year's Day
- Martin Luther King Day
- Memorial Day
- Labor Day
- Thanksgiving Day
- Christmas Day

260-Day Employees:
- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

When any of the above legal holidays fall on a Saturday and school is not in session on the preceding Friday, then the preceding Friday will be declared a holiday. When the legal holidays fall on Sunday and school is not in session on the following Monday, then the following Monday will be declared a holiday. Memorial Day will be celebrated as per state law.

The following days will be considered days absent from work with pay, if school is not in session, for any employee who would be normally scheduled to work on those days:

- Full day after Thanksgiving
- Full day of December 24
- 1/2 day of December 31

I. Mileage Reimbursement

Where an employee is required to use his automobile on the job, the rate of reimbursement shall be the prevailing **IRS** allowance.

J. Free Tuition

Bargaining unit members who do not reside in the Amherst Exempted Village School District but would like to have their child/children attend school in the District must first apply to have their child/children attend school through the Board's Inter-District Open Enrollment Policy. Only if an employee's child/children are determined not to be eligible for attendance though the Policy (e.g., the application for enrollment comes after the first day of classes of any school year, etc.) or are otherwise denied attendance by operation of the Policy, may their child/children still attend school in the District without paying tuition by operation of this provision (i.e., the Board shall waive his/her/their tuition). Attendance under this provision relates to preschool through grade 12; however, all children enrolled in the preschool program are subject to paying the established monthly tuition rate. Students in grades K-12 may attend tuition free.

K. Professional Meeting Reimbursement

The Board will reimburse employees who attend professional meetings as follows:

Maximum Payment	
Meals:	
Breakfast	$ 8.00 per day
Lunch	$12.00 per day
Dinner	$26.00 per day

Registration shall be paid by the Board for professional development programming attended at the request of the supervisor, and the total registration fee will be paid upon approval of the Board. In the event the employee fails to meet the cancellation requirements of the workshop or conference, the employee is responsible for the cost of registration for not attending the event.

Lodging reimbursement/payment will be provided in full for approved professional leave, excluding any taxes. In the event the employee fails to meet the cancellation requirements of the room reservation, the employee is responsible for the cost of the hotel charge for not attending the event.

L. Drug and Alcohol Testing for CDL Employees

When an employee with a Commercial Driver's License (CDL) is required to submit to a drug or alcohol test, or any part of a drug or alcohol test, the employee shall be compensated by the Board for each hour of his time away from work necessary to fulfill the obligation of the test. In the event that a driver is removed from service due to an accident or citation, the employee shall be compensated until the results of the drug and/or alcohol test is returned to the Superintendent or his designee. If the results of the drug and/or alcohol tests are negative, the employee shall not be charged with sick or personal leave for any days lost. If the results of the tests are positive, sick leave will be charged for all days away from work.

It is understood that random drug and alcohol testing is required under Federal law. Should a Supervisor, safety officer, or the Superintendent require a CDL employee, due to "reasonable suspicion," to submit to a drug or alcohol test, the employee will be compensated at his hourly rate for the time taken to administer the test and any hours lost from work.

M. Separation Pay

1. Any person who has been an employee of the Amherst Schools system for ten (10) years or more, does not qualify for retirement and elects to sever employment with the Amherst Schools for any reason, will be paid one-half (½) of accrued unused sick leave credit, at their current wage rate, at the time of departure (R.C. 3309.01) to a maximum of eighty-five (85) days. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee.

2. The employee has the option to receive separation pay in either:

   a. one (1) payment in January following separation, or

   b. two (2) equal payments in January of the two succeeding years following separation.

N. Workers' Compensation

1. All employees covered under the terms and conditions of this Agreement are covered under the State Workers' Compensation Act in cases of injury and/or death incurred in the course of, or arising out of, their employment.

2. An injury incurred while performing assigned duties shall be immediately reported to the injured employee's Supervisor or other designated representative. Employees shall report all unsafe or unhealthy working conditions to their Supervisors as soon as possible.

3. Employees will have the option of taking sick leave or receiving Worker's Compensation benefits as a result of job related injury requiring the employee to be absent from work. Employees exhausting available sick leave, including advancements, must apply for an unpaid leave of absence for medical reasons to maintain their right to return to work. Benefit continuation will be in accordance with the FMLA.

4. Where appropriate, the Board will provide light duty assignments with wage continuation according to the District's Transitional Work Program (TWP) for employees unable to fulfill their regular duties on a short term basis due to a qualifying Worker's Compensation injury. Materials fully detailing the TWP are available at the Board Central Office and through the Association President.

5. Where personal leave has been exhausted, a bargaining unit member will be granted unpaid leave for purposes of attending a Workers' Compensation hearing.

O. Compensation/Salary

The salary schedules shall reflect the following increases:

Year 1 – 1% on the base with no step (with a 2% employee appreciation bonus paid in September 2014)

Year 2 – 1.25% base and steps resume

Year 3 – 1.25% increase on the base (steps continue)

P. Use of Time Clock

1. All classified bargaining unit employees will utilize a time clock for non-exempt employees. This is the official time record for employee compensation.

2. Time clocks will be located in accessible areas for employee use.

3. Time Calculations

   a. Every bargaining unit employee has assigned working hours. The use of a time clock will not change those assignments. Employees are expected to "clock-in" on or before their assigned "start time" and "clock-out" on or after their assigned "finish time."

   b. Any deviation from an employee's assigned working hours MUST be approved in writing by the employee's supervisor.

c. Continual and/or repeat deviations from an employee's assigned working hours will be grounds for disciplinary action. These deviations include, but are not limited to, time changes that did not have the prior written approval of the employee's supervisor, tardiness, and clocking in/out early or late.

d. In the event an occasional infraction of a deviation of an employee's assigned working hours occurs there will be a 7-minute grace period. More than the 7-minute grace period will be counted at 15-minute increments. Infractions resulting in Over Time will be paid only when Over Time has been authorized in writing by the employee's supervisor.

e. Any time an employee leaves school grounds during the workday, on other than work- related business the employee must "clock-out." Upon returning to work, the employee must "clock-in."

f. If the calculations result in the loss of any time, then the policies and procedures for Leave of Absence reporting do apply. An employee Leave Request must be completed and approved. (NOTE: Vacation time, compensatory time and extended sick leave must be approved in advance.)

g. It is not acceptable to Swipe/Key or "punch in/out" another employee. Falsification of records or documents is prohibited and will result in both employees receiving disciplinary action.

h. If an employee has more than one position in the district, they will be required to punch in and out prior to beginning their next assignment. Drivers will be required to punch in and out for their contracted routes prior to punching in for trips.

i. Employees contracted for more than five)(5) hours will automatically have 30 minutes deducted from their work day for an unpaid lunch. Employees contracted for less than five (5) hours will not be given a lunch period or will punch out for 30 minutes if they take a lunch break.

4. <u>Time Clock Procedures</u>

The Time Clock Procedures to be followed for the Amherst Exempted Village School District system are as follows:

a. Swipe/Key in at the beginning of the work day/shift and Swipe/Key out at the end of the assigned work day/shift.

b. It will not be necessary to Swipe/Key in and out for the morning and afternoon 15-minute breaks.

c. Continuous failure to Swipe/Key in or out will result in disciplinary action being taken.

d. Swipe/Key in and Swipe/Key out is required for regularly scheduled work time, overtime and emergency call out.

e. Normal policies and practices for overtime will be followed.

Article II - Classified Staff Absences

A. Maternity Leave

Regular full-time, non-teaching employees in the Amherst Exempted Village School District are entitled to a leave of absence without pay for the reason of pregnancy.

If a regular full-time, non-teaching employee becomes pregnant and wishes to continue her employment in the Amherst Exempted Village School District, she shall make formal application to the Superintendent for a leave of absence by the end of the fifth month of pregnancy. Upon application, leave shall be granted by the Board for a term of not more than two (2) years. Said application shall be on a form provided by the Board and shall indicate the anticipated date of the beginning of such leave and the date of returning from such leave. No employee shall return from maternity leave at a date earlier than that set forth in the application without approval of the Board. Nothing herein shall preclude an employee from advancing the dates of the beginning of a leave of absence previously approved provided notice is given to the Superintendent two weeks prior to the beginning date so advanced. The two-week notice shall be waived in the event of proven emergency.

If at any time during the term of the pregnancy, the Superintendent is of the opinion that such employee is unable to satisfactorily perform her duties by reason of said pregnancy, the Superintendent may request such employee to furnish to him a certificate in writing by her physician that such employee is physically and mentally able to continue her service.

An employee adopting an infant child shall be entitled, upon request, to a leave of absence, without pay, to commence at any time during the first year after receiving custody of said child or prior to receiving such custody, if necessary, in order to fulfill the requirements for adoption.

An employee returning to active employment after a maternity leave shall be reinstated to the assignment held immediately prior to such leave unless the Superintendent deems it in the best interest of the school system to reassign such employee elsewhere. Any employee so reassigned shall be given the opportunity, upon request by the employee, for a personal conference with the Superintendent and shall be released upon written request to the Superintendent from her contract of employment.

Insurance benefits normally provided by the Board shall be continued during the period of leave at the expense of the employee, unless otherwise provided by the FMLA.

Substitute and part-time employees are excluded from the provisions for maternity leave.

B. Personal or Business Emergency

1. Each employee shall be credited with two (2) days of unrestricted personal leave at the beginning of each school year for reason of business that cannot be conducted outside the workday.

2. Such leave shall not be accumulated, but unused personal leave days shall be credited to accumulated sick leave at the end of each school year. When these days are credited to accumulated sick leave, it will be done on a prorated basis for all part-time personnel.

3. Such leave shall not be deducted from accumulated sick leave.

4. Personal leave shall not be used before or after an employee's vacation or on professional development days. Personal leave MAY be used before or after a legal holiday. (Paid holidays are listed in Article I, Sec. H) Personal leave is limited to no more than five percent (5%) of each bargaining unit classification on any one day. Personal leave applications will be considered strictly on the basis of the time received by the assigning secretary in the Board offices (first come, first approved).

   The Superintendent may grant additional personal leave above the five percent (5%) limit for emergency situations or extenuating circumstances beyond the control of the employee.

   For the purposes of this section, the classifications are:

   a. Teacher Aides, Monitors, Media Aides, Office/Auxiliary Clerks, and Student Attendants;

   b. Bus Drivers, Mechanics, and Bus Aides;

   c. Secretaries;

   d. Custodial, all maintenance;

   e. Cafeteria personnel;

   f. Sign Interpreter;

   g. Clinic Aides; and

   h. Van Drivers, Van Aides, and PEP Aides

5. The notification of absence for personal leave in this section shall be made on a form provided by the Board prior to the absence. Such form shall include personal business that cannot be conducted outside of the workday. Whenever possible, notification should be made forty-eight (48) hours prior to the date of such leave.

6. In the case of an emergency, the employee will call the central calling number and request emergency personal leave. In such cases, the form will be completed within 48 hours after the employee returns to work. Failure to fill out the proper paperwork within 48 hours, for a personal day and/or vacation day, may be considered absent without leave and may result in disciplinary action, up to and including dismissal. The Superintendent may grant additional personal leave for emergency situations.

7. At the beginning of each fiscal year, an employee who has accumulated 30 days of sick leave will be granted one (1) bonus day of personal leave. An employee who has accumulated 180 days of sick leave will be granted an additional one (1) day of bonus personal leave.

   An employee may elect to receive a $50.00 cash payment in lieu of using each bonus day, payable on or before July 31.

8. There shall be a maximum of five (5) unpaid leave days per employee per school year.

   For cases where an employee has depleted all personal days, sick days, advanced days and/or vacation days and must be off, a written request addressed to the Superintendent is required for Board approval. Without proper approval, the absence will be considered an absence without leave and may result in disciplinary actions, up to and including dismissal.

9. Proven falsification of a statement for personal or business emergency leave is grounds for discipline.

10. A student attendant shall be permitted to use personal or business leave on days when their assigned student(s) are not in attendance.

C. Sick Leave

1. Each full-time employee shall be credited with unlimited accumulation of sick leave at the rate of fifteen (15) days per year for each year of contract, credited at the rate of one and one-fourth (1¼) days per month. Such computation shall be on the basis of the school work year. Upon first employment with the Amherst Schools, a classified person may be advanced five (5) days sick leave to be used in case of need. If use is made

of this provision, it is understood the person will earn these days to repay same, and if not, they will be docked at their final pay. All other employees will lose a day's pay for every day they call in sick when they have no sick leave accumulated to claim.

2. School days on which an employee is absent because of personal illness shall be charged against the number of days of cumulative leave then to the employee's credit.

3. Any employee required to be absent because of illness in the immediate family, shall be granted up to five days of sick leave per illness, and such leave shall be charged against the number of days of accumulated sick leave then to the employee's credit. The Superintendent, upon receipt of an affidavit setting forth the circumstances justifying the need for additional days, shall grant such additional days as may be required because of illness involving the employee's father, mother, husband, wife, son or daughter.

   The Superintendent may grant such additional days as may be required because of illness involving the employee's grandparents, spouse's grandparents, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law and other integral members of the family.

   Bereavement leave: Any employee required to be absent because of death in the immediate family shall be granted up to five days of leave per death. The first two (2) days of such leave shall not be charged against the number of days of accumulated sick leave then to the employee's credit. The remaining three (3) days of the initial five (5) days and any extensions granted shall be deducted from the accumulated sick leave to the employee's credit. For purposes of this paragraph, “immediate family” shall be defined as father, father-in-law, mother, mother-in-law, husband, wife, son, or daughter. Any employee required to be absent because of the death of non-immediate family members shall be granted up to five days of sick leave per death, and such leave shall be charged against the number of days of accumulated sick leave then to the employee's credit.

4. Employee Absence Reporting Procedures: The following procedures will be used to report all absences and returns to work:

   a. Employees must utilize the District’s electronic reporting system. Except as otherwise indicated herein and to assure the timely securing of a substitute, every effort will be made to provide notification of absence as soon as possible.

b. Situations, which cannot be covered by this item, will be handled on an individual basis upon application to and decision by the Superintendent.

c. Bus Drivers - In the A.M.:
All bus garage personnel shall call the central call-off system or log in online by 5:30 A.M. to facilitate obtaining a substitute in time for the morning runs. Any call offs after 5:30 A.M. must be made directly to the Transportation Supervisor.

d. Bus Drivers in the P.M.:
Afternoon shift must call central call off system or log in online before 11:00 A.M. Any call off after 11:00 A.M. must be made directly to the Transportation Supervisor.

e. Cafeteria Employees:
Cafeteria employees are required to report all absences and returns to work to the central call-off system or log in online by 5:30 A.M. if the job needs to be covered before 7:30 A.M.; and by 6:00 A.M. for all other cafeteria staff.

5. Employees absent for other than listed allowances will receive no salaries for days not worked, even though no substitute is provided.

6. When an individual is injured and uses Workers' Compensation, that individual shall accumulate sick leave.

7. Proven falsification of a statement for sick leave is grounds for discipline.

8. A full time employee's absence from work for a period not to exceed forty-five (45) minutes in one workday, may be approved by his Principal and or Supervisor under the following conditions:

a. This absence may not be done during student arrival or dismissal time.

b. This absence may not be done more than twice per year.

c. Arrangements for said absences must be made in advance with the Principal or Supervisor.

d. Bus Drivers are not eligible for this absence.

e. Student attendants are not eligible for this absence.

9. Hourly bargaining unit members will be advanced five (5) days of additional sick leave when the accumulated sick leave is exhausted. Such days shall be repaid in full from future sick leave accumulation.

In the event any employee leaves the district, the Board shall withhold payment or recover the cost of any used, but unearned, days of sick leave.

Such advancement will occur only once per school year. The employee shall not be granted additional days until any previous advancement has been fully repaid.

Any unrecoverable cost will be borne by the Board.

10. Two (2) times during each school year, a student attendant shall be permitted to use paid sick leave on days when their assigned students are not in attendance, if they have called in before 6:00 A.M., before the student(s) have been declared absent. Any sick leave that is requested at least 48 hours prior to the date of actual leave, shall be granted a sick day when their assigned student(s) are not in attendance.

D. Hazardous Weather Days and Calamity Days

1. Hazardous weather days shall be defined as days students are scheduled to have school but schools are closed due to hazardous road conditions or weather. This clause shall not apply when a school building is closed for some other reason. Hazardous weather days would result in all schools in the Amherst district being closed on a regularly scheduled school day. A classified employee required to work on a hazardous weather day will be paid his regular pay plus regular pay per hour for time worked on the hazardous weather day. Head Custodians and head mechanics shall check their buildings as early as possible on hazardous weather days. One hour additional pay shall be granted to Bus Drivers who are not notified of school closings six (6) minutes prior to the beginning of the Drivers' morning run.

2. In the event of hazardous weather, the first consideration will be to use a delayed start.

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For classified staff, employees must report to work on days required to be made up due to calamity days as determined by the Board of Education.

3. A calamity day shall be defined as a day when a school(s) must be closed due to unforeseen circumstances, such as broken water pipes, downed electrical lines, vandalism, epidemic, or other public calamity. Employees required to work on a calamity day will receive no compensation other than their regular pay. The employee will call the Building Principal or Supervisor of buildings, grounds and safety or the Superintendent when he reports to work at the building and prior to leaving work at the building. If none of these officials are available, the employee will record the time and turn in same.

4. If an inclement weather day is called and a person is on vacation, personal leave, or sick leave, that employee will not have that day deducted from his accumulated leave or vacation time.

E. Assault Leave

1. An employee of the Amherst Exempted Village Board of Education who is absent due to physical disability directly resulting from an assault which occurs in the course of Board employment while on duty or where required to be in attendance at a school sponsored function, shall be eligible to receive assault leave.

2. Upon determination of eligibility by the Board, such leave shall be granted not to exceed twenty-five (25) working days.

3. Upon the member's delivering to the Treasurer a signed statement on forms provided by the Board and maintained by the Treasurer, such statement will indicate the nature of the injury, the date of its occurrence, the identity of the individual or individuals causing the assault, if known, and the facts surrounding the assault. If medical attention is required, the member shall supply a certificate from a licensed physician stating the nature of the disability and its duration.

4. To qualify for assault leave, in addition to the items set forth above, the employee must file a claim with the Bureau of Workers' Compensation. All medical payments shall be applied for through the Bureau of Workers' Compensation. If workers' compensation benefits are granted, the amount of these benefits shall be subtracted from the assault leave benefits (per diem rate of pay) paid by the Board.

F. Family and Medical Leave Act

The Union and the Board acknowledge and agree to abide by the Family Medical Leave Act of 1993 ("FMLA"). For purposes of this section, “twelve (12)-month period” is defined as “the twelve (12)-month period measured forward from the date the employee’s first FMLA leave begins” (i.e., the leave year is specific to each employee.) The employee is entitled to twelve (12)-weeks of leave during the twelve (12)-month period beginning on the first date FMLA leave is taken. The next twelve (12)-month period commences the first time FMLA leave is taken after the completion of any previous twelve (12)-month period.

The Board will maintain the employee’s coverage under its group medical and hospitalization plan for the duration of the leave at the level and under the conditions coverage would have provided if the employee had continued in employment continuously for the period of the leave. However, the Board's obligation to extend Board-paid insurance benefits will not extend beyond the

greater of twelve (12) work weeks or the period of the employee's accrued sick leave. Failure of employees on approved leave to make timely payments of required contributions, if any, will result in such benefit being discontinued. Any additional extension of insurance benefits will be in accordance with this Contract.

Article III – Conditions of Employment

A. Bus Drivers

1. Work time in the amount of twenty (20)-minutes per day will be recognized by the Board for the following duties: daily inspection, warm-up, cleaning the windshield and rear windows, etc.

2. Meetings
All Drivers shall be compensated for any department meetings they are required to attend. Such meetings shall not exceed thirty (30) minutes in duration. Trip bidding shall be excluded from this provision.

One required meeting of all Bus Drivers shall be scheduled prior to the opening of school. Drivers shall be paid at their hourly rate, not to exceed two hours, for attendance at this meeting.

In addition, all drivers will be compensated for a mandatory professional development meeting, not to exceed four (4) hours, to be scheduled by the administration no earlier than fourteen (14) days prior to the start of school and no later than the end of the first grading period of the school year.

3. Bus Routes
Bidding of bus routes with assigned buses will take place at least seven (7) days prior to the start of school. Any driver bidding on a handicap bus must be pre-qualified prior to the start of the bidding process. The Drivers shall bid according to seniority, with the most senior having first choice. In case of disputed seniority, the Board minutes shall prevail.

When a vacancy occurs after the annual bidding, a part time driver may bid on the position as per Article III. E. Job Bidding or if no part time Drivers bid, a substitute may be placed on that run until the next year's annual bidding takes place.

Extra-Curricular Trips
Trips scheduled during contracted route times will be assigned to substitute drivers when available except for trips of 76 miles or more, one-way. There will be a deduction for any contracted time missed, i.e., there is no overlapping time. Contracted time is defined to mean the period when a route begins, including required prep time, until the route is finished.

Drivers are to add an additional ten (10) minutes to the time on the trip ticket on days when school is in session. Drivers are to add fifteen (15)-minutes to the trip ticket on days school is not is session.

4. Basic Bus Driver's Training Course
The Board agrees to pay the cost of the Pre-Service Driver's Training Course and the Commercial Driver's License (CDL).

5. Physical Examinations:
Annual physical exam for Bus Drivers only to be paid by the Board by a Board approved physician.

6. Bus Driver Abstracts
The Board shall pay for all driver abstracts and mail same to the proper authorities.

7. The Board will approve annually the transportation and operational procedures. It is the responsibility of the Transportation Supervisor to present this information to the Superintendent in August of each year. Prior to presenting information to the Superintendent, the Transportation Supervisor shall agree with the O.A.P.S.E. President and/or designee (O.A.P.S.E. member).

8. Bus aides shall be on special needs buses, or as otherwise required by an IEP. Aides shall be compensated at the bus aide rate.

9. Any Amherst School bus driver or substitute driver interested in driving trips shall request a supplemental contract for such services.

The trip rate for regular Drivers will be the current step 5 rate for bus driver. Overtime for trips will be paid for any time that exceeds forty (40) hours per week, in accordance with Article IV, Section B.

Overtime will no longer be a deciding factor on trip assignments.

All transportation employees with the supplemental contract may be required to drive trips on a rotating basis when the normal bid procedure fails to provide Drivers necessary for all trips.

10. On trips which are extended/overnight the driver will be paid a minimum of eight (8) hours of driving time, per day, at trip rate. Only time driving the bus will count as driving time. All driving time will be compensated as per paragraph 9 of Article III. All expenses will be paid as per Article I-K of this negotiated agreement. Drivers on extended/overnight trips will have a cellular phone made available to them at district expense. Drivers will drive their own bus unless they drive a handicap bus or an older bus of 65-passenger capacity or less. If that is the case, the Drivers will be able to use one of the full size 71-passenger spare buses.

11. Extended Absence – Regular Routes. When the absence of a regular driver is known or expected to extend beyond ten (10) consecutive work days, other qualified employees (part-time Drivers, Bus Aides, part-time Bus Aides) in the transportation classification series will be provided the opportunity, on a seniority basis, to fill the vacancy until the return of the absent Bus Driver. Temporary vacancies caused by the movement of employees into these long-term substitute duties may be filled by a similar process or through employment of a regular substitute as determined by the Transportation Supervisor. To the extent that transportation employees substitute pursuant to this section, they will be paid on the salary schedule for the position they are substituting based upon their years of service.

12. Van Driver(s) shall be employed on an "as needed" basis dependent on student attendance.

    a. Van Driver(s) will be compensated in accordance with the Classified Salary Schedule, Column 1 (Same as Mail Run Driver).

    b. Van Driver routes will not be included in the regular route bidding process set forth in Article III(A)(3).

    c. Van Drivers who are qualified to drive a bus will be eligible to be assigned to extra-curricular trips in accordance with Article III(A)(3) and shall be paid for the trip at trip rate for regular bus drivers.

B. Custodial Personnel

Effective with the 2010-2011 contract year, there will be three (3) classifications of custodial personnel: Head Custodian, Custodian III, and Custodian II/Cleaner.

C. Cafeteria Personnel

1. Each Head Cook and the Assistant Cook will be granted one extra day (beyond the regular school term) to clean kitchen equipment prior to the opening of school in the fall. The Cafeteria Supervisor, upon the approval of the Superintendent, may authorize additional hours for cafeteria personnel when special circumstances arise necessitating extra hours.

2. Each Head Cook will receive an additional stipend of $200.00 per year for completion of paper work, record keeping, and other specified duties. This stipend will be included in each Head Cook 's regular pay throughout the contract year.

3. When the kitchen is used there shall be kitchen supervision. The person supervising shall be paid at their regular hourly rate.

4. The Head Cooks will attend monthly meetings conducted by the Supervisor. They will assist the Supervisor in adjusting menus and work with other schools in the system utilizing food and supplies.

5. The Board will purchase up to $150.00 worth of coordinated uniforms per person per year, which amount will be paid on the first payroll in November and reported as income on the employee's W-2 form. Each cafeteria will work cooperatively to determine a uniform of the day.

D. Discipline and Dismissals

The employment of every member of the bargaining unit shall be during good behavior and efficient service and no such member shall be suspended, terminated, or reduced for disciplinary reasons except as set forth herein and in accordance with state law.

In addition, it is mutually understood that:

The failure to satisfactorily perform the duties as per job description shall lead to dismissal after proper investigation and warning.

Appearance on the job in an intoxicated condition, or with the smell of alcohol on the breath, is cause for instant dismissal and loss of any vacation, which may be due.

Violation of the moral code or improper action toward any pupil or other employees will result in immediate dismissal and loss of any vacation, which may be due.

Insubordination or refusal to abide by an order from a superior will result in immediate suspension until the Board shall review the circumstances and determine whether or not dismissal shall follow.

The Superintendent shall have the power of suspension until the Board shall meet to review the facts. No salary allowance shall be made during the period of suspension.

In the event of a recommendation for dismissal, the employee may request a hearing with the Board at the meeting at which the recommendation is being considered.

E. Job Bidding (Requests for Transfers within Classification)

Job vacancies that the Board intends to fill shall be offered to bargaining unit members beginning with the most senior employee, within the job classifications in which the vacancies exists for the following classifications:

School Secretary
Media Aide
Teacher Aide
Part-Time Aide
Preschool Aide
Part-Time Preschool Aide
Auxiliary Clerk/Office Aide
Monitor
Part-Time Monitor
Head Cook
Assistant Cook
Part-Time Cook/Cashier
Sign Interpreter
Clinic Aide
Maintenance
Buildings and Grounds
Head Custodian
Custodian Class III
Custodian Class II/Cleaner
Mechanic
Bus Driver
Part-Time Driver
Bus Aide (includes Van Aide and PEP Aide)
Part-Time Bus Aide
Student Attendant
Part-Time Student Attendant

When job vacancies occur in a classification as listed above, said job vacancy shall be posted for a period of three (3) days at all buildings to afford employees currently working that classification the opportunity to indicate their interest to transfer to a new position within said classification. If there are applicants from within the classification, seniority will prevail in filling the position.

If the position is not filled by an employee within the classification, the position shall be posted for five (5) days for all other applicants. The Board will select the most qualified from among all internal and outside applicants in filling the position. Qualified applicants who are current employees will be given preference in the following manner: current employees will be granted an interview for the position. Current employees will be given points on the applicant appraisal form in the following manner: Three (3) points will be given for full-time in the classification series, two (2) points will be given for part-time in the classification series and one (1) point will be given for full-time in any classification position.

The employee selected for a posted vacancy outside their current job description area will be given a minimum thirty (30) day probationary period in which to prove his ability, skill, dependability, cooperation, etc. during the probationary period, the employee will be evaluated at least one time in writing. The probationary period does not apply to seniority transfers within the job description positions.

In the event the employee does not qualify for the position after completing the probationary period, a reason will be provided and the employee will be returned to his previous position.

Necessary transfers from one building to another or from one position to another or one shift to another within the system shall be made for any purpose which, in the judgment of the Superintendent, is for the welfare of the school or the employee, and shall not be arbitrary or capricious. Any employee who is transferred shall be granted the courtesy of a conference before the transfer is made in order to share his concerns or hardships that the transfer may have on his employment. The employee may have a representative at this conference. No loss of pay or loss of hours shall result from this type of involuntary transfer. This type of transfer can be made at any time of the year.

F. Layoff and Recall

When the Board of Education determines that staff reductions need to occur, the following procedure shall apply:

1. Layoff Procedure
   a. Employees shall be laid off as per seniority within a classification using the classification series (see Appendix IV - Classification Series) for clarification. The least senior part-time, temporary and probationary employees shall be laid off first. Thereafter, the least senior employees in each classification shall be laid off. Notification of any layoff will be provided to the local President of O.A.P.S.E. 30 days prior to such action. Reduction in force shall be exercised within job classification, classification series. Classification series shall be listed in the appendix of this agreement (see Appendix IV - Classification Series).

   b. In the event an employee is laid off, the Amherst District shall pay the employer's share of employee's benefits for 30 calendar days.

   c. There shall be no reduction in hours of the Bus Drivers during the term of this agreement. At the request of O.A.P.S.E., the Board will reduce people, not hours, for the Bus Drivers.

2. Seniority
   a. Each classified employee in the Amherst School System shall be placed on the seniority list in all classifications for which he/she is currently working. Seniority shall be determined by the length of continuous service within classification based on the Board hire date.

b. Among those with the same length of continuous service, seniority shall be determined by:

(1) The Board Meeting in which the employee was hired in their current classification;

(2) The actual date in which the employee began service (i.e., began working) in their current classification;

(3) The employee's original hire date (i.e., system seniority);

(4) The placement on the Applicant Appraisal Form used during the interview process. The placement on the appraisal form would break the tie for employees interviewed at the same time for the same classification position; and then by

(5) Coin flip.

c. Length of continuous service shall not be stopped due to authorized leave of absences. For the purposes of RIF and layoff, authorized leave shall be defined as; sick leave, personal leave, holiday leave, vacation leave, FMLA leave, jury duty, maternity leave, assault leave, calamity leave, and worker's compensation leave up to one continuous year. The continuous service of an employee who has returned to employment following resignation, termination, or retirement of employment shall start at zero years upon return.

d. An updated seniority list, described in Section 2b, shall be distributed to the O.A.P.S.E. President, the Superintendent, and each Building Principal, annually, on or before February 1.

3. <u>Bumping Rights</u>

a. Employees whose positions are laid off may use their current classification seniority within their classification series to bump less senior employees in that classification series, as long as the positions they are bumping to are lower on the Classification Series List (see Appendix IV - Classification Series), than their current classification.

b. If an affected employee in an eliminated position or one who has been bumped does not in turn choose to, or is unable to, bump the least senior employee in a lower classification within the same classification series, that employee will automatically be placed on the layoff list.

4. Recall Rights

a. The names of employees who are laid off shall be placed on a recall list, in reverse order, with the employee with the most classification seniority first within their most recent classification and classification series.

b. Should positions become available, the affected employee shall be notified by registered mail as to the date of his/her expected return. Any employee laid off shall retain recall rights for a period of two (2) years. At the conclusion of two (2) years, the recall list(s) shall expire.

c. The employee must respond within fourteen (14) days if he/she accepts; if not, the employee's name shall be removed from the recall list.

d. An employee who has been laid off in the district shall be able to apply for any position that becomes available that is outside of their most recent classification series.

G. Newly Hired Employees

Newly hired employees will be given credit on the salary schedule in accordance with the following provisions:

1. Service from another "School System" in an area of work, skill, or trade for which a person is an applicant will be recognized for placement on the salary schedule.

2. Service in another school system will be recognized only on the minimum basis of 120 working days equal to one (1) working year.

3. Placement will be made up to a maximum of six (6) experience increments as applicable (earned).

4. A new employee hired for a posted vacancy will be given a maximum 60 day probationary period in which to prove his ability, skill, dependability, cooperation, etc. Upon completion of**,** or prior to**,** the 60th workday, the new hire shall be notified in writing of his qualifying or not qualifying for the position.

   In the event a new hire does not qualify by the end of the 60th day probationary period, no limited contract will be issued.

   During the probationary period, the new employee will be evaluated at least two times in writing.

H. One Job Classification to Another

1. When an employee changes from one job classification to another job classification, he/she shall make no less pay per hour the following year than the next step in the previous position. If an employee works 120 days in the school system in one contract year, he will be eligible to move to the next step of the salary schedule.

2. In the event that an employee is assigned by the Supervisor in charge to fill a position in a higher classification on an interim basis for more than five (5) days of continuous service in the assigned classification, assuming he is expected to perform all the duties and responsibilities of the higher classification, the assigned employee shall receive the higher rate of pay retroactive to the first day of the service in the higher classification. Upon the employee's return to the position held prior to the interim assignment, the salary currently in effect for that position will be resumed.

I. Promotion

In the case of promotion, an employee shall be placed on the wage schedule with no less pay than in the previous position. Promotion is defined as being moved to a position in the same job classification series governed by a higher salary or wage schedule than the one where the employee was placed at the time of promotion.

J. Standard Work Week and Holiday Pay

1. Forty (40) hours shall be the standard work week.

2. Employees, except employees assigned to building check, shall not be required to work on holidays declared by the Board unless failure to work on such holidays would impair the public service.

3. When employees are required by their responsible administrative Supervisor to work on days declared by the Board to be holidays, the employees shall be paid at their regular rate of pay plus regular pay per hour for the time worked on the holiday.

4. Employees must have prior approval by the Superintendent or their representative for overtime.

5. Maintenance personnel may be required to work one Saturday per month and take a weekday in compensation or add that day to vacation time.

6. Holidays, jury duty, and sick leave shall be included as part of the 40-hour work week. Personal leave shall not be considered part of the 40-hour work week.

7. 260-day employees shall mean twelve (12)-month employees who are scheduled, exclusive of vacations and holidays, to work all days in a one (1)-year period other than weekend days. The actual number of days worked may or may not be 260 days.

K. District Meetings

Employees of each classification shall attend local school district meetings as called by the Superintendent or his representative. A minimum of four meetings per year may be called.

L. Supplemental Personnel

The Board maintains the right to employ student help, substitute or temporary help, or persons on governmental work programs, such as welfare, Job Corps student youth job training programs, etc. It is understood that the persons mentioned above shall not replace employees on layoff.

M. Student Attendants

Employees holding Student Attendant positions may be immediately reduced/laid off by the Board when a disabled student or students to whom a Student Attendant is assigned, cease to attend in the District, graduate, are deemed no longer in need of individual assistance per the IEP team, or are otherwise unavailable to access such services. The reduction in force provisions in Paragraph F, above, are modified with respect to the position of Student Attendant to the extent that a Student Attendant may only apply to bump another student attendant with less seniority. In that case, the Administration retains the right to determine reassignments and/or prevent such bumping as the best interests of the disabled student(s) affected so dictate. Student Attendants who do not apply to bump into another Student Attendant position or who are otherwise displaced as the result of a reduction will be given the opportunity to fill the next available Student Attendant position which becomes available and for which they are qualified and compatible.

N. Break Times

1. Break times for all full-time employees shall not exceed a sum of 30 minutes per workday. The immediate Supervisor shall be notified of the times scheduled. If an employee is requested by their Supervisor to work through a scheduled break or to begin working prior to the scheduled ending time of the break, the employee will resume their break as soon as possible.

2. Break times for all 3-6 consecutive hour employees shall not exceed a sum of 10 minutes per workday.

3. The break time shall not be used to extend the lunch period or to shorten the workday.

O. Appropriate Dress for Employees

Appropriate dress will be worn by all employees. Shirts or blouses and footwear must be worn. Shorts may be worn by school personnel when school is not in session. These shorts must go at least halfway to the knee.

P. Safety

1. It is the intent of the Board to provide an atmosphere for school that is healthy, safe, and sanitary for all employees. Concerns about safety, health, and sanitation must be directed to the immediate Supervisor or the Superintendent by the employee as soon as the problem is noted. In non-emergency situations, it is recommended that the notification be given in writing.

2. No employee shall be in any way discriminated against as a result of reporting any true condition regarding safety, health, and sanitation. Falsification of any safety, health or sanitation report may result in disciplinary action.

Q. Employee Personnel Files

Each employee, with their union representative, if they so desire, may inspect their personnel file maintained by the employer. Copies of employee files will be provided without cost to the employee.

An employee shall receive a copy of any "job related offense" before it is placed in their personnel file, or it will be invalid. The employee must sign the item to be placed in the file to indicate that they have seen the document. However, such signature does not indicate the employee's concurrence with the contents of the document.

Any employee shall have the right to place a written rebuttal to any item or items in their file; such rebuttal shall be appended to the disputed information.

R. Professional Development Program

All classified employees may be required to attend a one-half day professional development program. The employees will be compensated at their regular hourly rate for attendance. Not all classifications will have one-half day added to the number of days currently working. Some may have their workday schedules adjusted by their immediate Supervisor s.

S. Recess

If the temperature is twenty degrees or less, or if the wind chill factor is twenty degrees or less, recess shall be held inside.

T. Criminal History Records Check – Ohio Revised Code Section 3319.39

A criminal background check is required of each applicant recommended for employment in a non-teaching position as well as for all current non-teaching employees on a periodic basis depending upon their position with the District.

There are special rules relating to employees engaged in the operation of a vehicle for student transportation (Bus Drivers), and this section of the contract does not apply to those employees.

Prior to making any offer of employment to a new non-teaching applicant for a position, whether it be full-time or part-time employment, the prospective employee may submit or ask the District to obtain from the Bureau of Criminal Identification and Investigation (BCII) the results of a criminal history record check conducted by BCII providing the application is within twelve months of the date the check is done. A set of fingerprints on an authorized format as prescribed by the BCII will also be submitted to the FBI for criminal history information.

Any current non-teaching employees not engaged in the operation of a vehicle for student transportation (bus driver) must undergo a BCII/FBI criminal record check every five (5) years.

All information received from the records check shall be kept confidential by the person receiving the report and is to be shared only with the Superintendent. If the prospective employee is subsequently employed, the record check shall be kept in his/her confidential file.

The Board will contract BCII/FBI background services for non-teaching employees not engaged in the operation of a vehicle for student transportation as required by the Ohio Revised Code. Each non-teaching employee not engaged in the operation of a vehicle for student transportation (bus driver) will be responsible for paying the cost of the background check when completed at the site of the contract service provider.

If the contract service provider offers, as part of the contract, a program to conduct background checks in the Amherst School District, the Board will schedule sessions as necessary and pay for any additional costs incurred.

Article IV – Contract and Payment Procedures

A. Equal Pay

There shall be equal pay for men and women performing the same work. There shall be no discrimination of any kind.

B. Overtime

All overtime will be paid at the rate of time and one-half for any time over 40 hours in one week.

The Building Principal, Assistant Superintendent, or Superintendent is responsible for approving overtime.

Mandatory overtime may be assigned where volunteers are unavailable in the following manner: Rotation will start with the person who has gone the longest without working overtime.

C. Pay Schedule

All classified personnel will have their contract salaries computed based on twenty-four (24) paydays, which shall be electronically deposited. Employees will receive electronic notification of pay through their designated email accounts. Employees will be provided reasonable access to computers and printers for this purpose upon request.

D. Equal Benefits Clause

If the other bargaining unit (ATA) receives a base pay increase, or enhanced health benefit(s), greater than the increase agreed on by O.A.P.S.E., differences shall be automatically implemented to the classified bargaining unit effective the same dates the other bargaining unit benefits are placed in effect.

Article V – Professional Organizations

A. Continuing Dues Deduction

It is agreed that O.A.P.S.E. Local #208 shall be permitted continuing dues deduction and the deduction shall be as follows:

1. The Board agrees to deduct from the pay of employee dues for the Ohio Association of Public School Employees (O.A.P.S.E.) and for the Local #208 when so authorized, in writing, by an employee.

   The Board agrees not to honor any dues deduction authorizations executed by any employee, in the bargaining unit, in favor of any other labor organization.

   The Board will deduct association monthly dues the first pay period in October and the Board will deduct association monthly dues the second pay period each month, in twelve monthly payments and send directly to the state association. A copy of membership lists shall be sent to the state association and the local Treasurer.

   Payroll deduction authorization for membership shall be irrevocable, except that authorization may be withdrawn if submitted during a period ten (10) days prior to the expiration of the Negotiated Agreement. Employee members may withdraw membership in the Union June 20 through June 29, in the year the contract expires by supplying written notice served upon the Chief Fiscal Officer of the Employer and the OAPSE State Treasurer. This notice shall be postmarked and received by OAPSE ten (10) days prior to the expiration of the Negotiated Agreement. Written notice to OAPSE shall be sent to the following address: OAPSE State Treasurer, Ohio Association of Public School Employees, 6805 Oak Creek Drive, Columbus, Ohio 43229.

2. Hold Harmless Clause

   O.A.P.S.E. shall indemnify and hold the Amherst Board of Education harmless from any and all claims, demands, or suits or any other action arising from the organizational security provisions contained herein.

   DUES DEDUCTION AUTHORIZATION
   Ohio Association of Public School Employees

   I, hereby authorize payroll deduction of dues for the Ohio Association of Public School Employees in an amount equal to that certified by the O.A.P.S.E. State Treasurer, or the Treasurer of Local #208.

3. Fair Share Fee

All employees covered by this agreement, employed after June 30, 2003, who fail voluntarily to acquire or maintain membership in the union, shall be required as a condition of employment, after the probationary period proved in the agreement, to pay the union a fair share fee. This fee shall not exceed the dues paid by the members of the union who are in the bargaining unit covered by this agreement provided that any employee has been declared exempt for religious convictions by the SERB shall not be required to pay said fair share fee. However, said employee shall pay, in lieu of such fair share fee, on the same time schedule as union dues are payable, an amount of money equal to such a fair share fee to a non-religious charitable fund exempt from taxation under section 501 (C)(3) on the internal revenue code, mutually agreed upon by such employee and the O.A.P.S.E. Treasurer. Any current employee who is paying full union dues, as determined by O.A.P.S.E.'s normal sliding scale (not to include those who received free or reduced membership) as of June 30, 2003, or subsequently joins the union after June 30, 2003, shall pay the said fair share fee if they decide to revoke their union membership.

B. Organizational Rights and Union Representation

O.A.P.S.E. shall have the following rights in addition to the rights contained in any other portion of this agreement:

1. To use the facilities of any building for meetings, without fee, upon notification of the administrator in charge of such building. Permission to use such facilities shall be given as long as it does not interfere with any previously authorized activity in said building.

2. To use Board-owned equipment, including typewriters, calculators, duplicating equipment, at times, which do not interfere with the operation of the school system. A building administrator shall be notified prior to the use of Board-owned equipment. Any expendable supplies, such as duplication and typing paper; envelopes; duplicating masters; and stencils, will be supplied by the association.

3. To receive copies of all Board agenda, minutes, and financial reports, upon specific request to the Superintendent by the President of the association, as soon as available.

4. Upon request to the Superintendent, a place on the agenda of all regular Board meetings is to be used by the union to communicate with the Board.

5. The O.A.P.S.E. President shall be supplied a complete seniority roster of all bargaining unit employees by January 30th of each year.

6. The union shall provide to the employer or their designated representative an official roster of its officers and representatives which is to be kept current at all times and to include the following:

   a. name
   b. address
   c. home telephone number
   d. division
   e. immediate Supervisor
   f. union office held

   The employer shall recognize one (1) building representative at each building.

7. To use bulletin boards in employee workrooms to disseminate information to members.

8. To use telephones in any building to carry out union business. Any fees or toll call charges shall be reimbursed to the Board by the union.

9. A committee may discuss with the employer other issues which would improve the relationship between the parties and help to build and maintain a climate of mutual understanding and respect in the solution of common problems.

10. When the O.A.P.S.E. President, at the request of the Board of Education, attends meetings, which exceed 15 minutes, he/she will receive their hourly rate per hour for the entire meeting.

11. The Union will be permitted a period of 30 minutes during the opening in-service day for all District staff.

C. Grievance Procedure

Definitions:

1. "Union" shall mean Amherst Local #208 Ohio Association of Public School Employees.

2. "Administration" shall mean Superintendent, Assistant Superintendent, Administrative Assistants, Supervisors, Building Principals, and Assistant Principals.

3. "Immediate Supervisor" shall mean that administrator having immediate Supervisory responsibility over the grievant.

4. "Board" shall mean the Board of Education of the Amherst Exempted Village Schools.

5. "Grievance" shall mean a claim by a grievant or grievants that there has been a violation, misinterpretation, or misapplication of this negotiated agreement between the union and the Board.

6. "Grievant" shall mean an individual(s), as defined in Section B, Paragraph 5, initiating a claim. The term "grievant" shall include all personnel in the unit represented by the union.

7. "Party-in-Interest" is the person(s) initiating the grievance and any person who might be required to take action or against whom action might be taken in order to settle the grievance.

8. "Days" shall mean actual working school days unless specified differently.

Rights of the Grievant and the Association:

1. A grievant may appear on his own behalf and may be accompanied at all steps of the grievance procedure by a representative of the union.

2. The purpose of these procedures is to secure, at the lowest possible administrative level, equitable solutions to grievances. All parties agree that grievances will be kept as confidential as is appropriate and processed as expeditiously as possible.

3. Nothing contained in this procedure shall be construed as limiting the individual right of a classified employee, having a complaint or problem, to discuss the matter informally with members of the administration through normal channels of communication.

4. The fact that an employee files a grievance shall not be recorded in his/her personnel file or in any files used in the transfer, assignment, or promotion process. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

Time Limits:

1. The number of days indicated at each step in the procedure shall be the maximum. However, the limitations may be shortened or lengthened by written mutual agreement of a majority of the Board and the grievant.

2. If a grievant does not file a grievance in writing within ten (10) days after the act or conditions on which the grievance is based, the grievance shall be considered waived.

3. If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on the basis of the disposition at that step, and further appeal shall be barred.

4. Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.

5. All notices of hearings, disposition of grievances, written grievances, and appeals shall be in writing and hand delivered or mailed by certified mail, return receipt requested, with the date of receipt recorded thereon. Where hand-delivered, receipt shall be acknowledged with each party signing duplicate copies. Time shall be computed from the date of posting for the sender and from receipt for the receiver.

6. Every effort will be made to process grievances to a satisfactory conclusion by the end of the school year. If this is not possible, the grievance will proceed, unless further processing during the summer months causes undue hardship on either side. In such case, the time limits set forth herein may be reduced by mutual consent so that the grievance may be processed before the end of the school year or as soon thereafter as practicable.

7. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend, but not between the hours of 7:30 A.M. and 4:00 P.M. on employee working days. The Superintendent may schedule such a meeting during working hours.

Grievance Procedure:

1. Informal procedure: A grievance shall first be discussed with the immediate Supervisor in an attempt to resolve the problem.

2. Formal procedure:

   Step I

   If the grievance is not resolved by informal discussion, it may be pursued further by submitting a completed Grievance Report Form, Step I (See Appendix II), to the grievant's Principal or Supervisor. A copy shall also be filed with the Superintendent. Within five (5) days of receipt of the Grievance Report Form, the Principal or Supervisor shall meet with the grievant. The Principal or Supervisor shall write a disposition of the grievance within five (5) days after such meeting by completing Step I of the Grievance Report Form and returning a copy to the grievant, and the Superintendent.

Step II

If the grievant is not satisfied with the disposition of the grievance in Step I, the grievant shall complete Grievance Report Form, Step II (See Appendix III), and submit same to the Superintendent, or his designee, within five (5) school days of receipt of the decision at Step I. Within five (5) school days of receipt of the Grievance Form, the Superintendent or his designee shall meet with the grievant. Within five (5) days of this meeting, the Superintendent or his designee shall write his disposition of the grievance by completing his portion of Step II, forwarding a copy to the grievant and the immediate Supervisor.

Step III

If the grievant is not satisfied with the disposition made by the Superintendent or his designee, then within five (5) school days of receipt of the decision at Step II, the grievant shall complete Grievance Report Form, Step III (See Appendix IV), and submit same to the Treasurer of the Board either by hand delivery with receipt acknowledged as set forth in Section C – Time Limits, Paragraph 5 or by certified mail with a return receipt requested with the date of receipt recorded thereon.

The Board shall place the matter on the agenda for its next regular meeting, or may hear the grievance earlier, at its discretion. Following such hearing, the disposition of the grievance shall be written by the Board and given to the grievant by the Treasurer of the Board within seven (7) days.

Grievance Impasse:

1. If the grievant is not satisfied with the disposition of the Board, or if no disposition is rendered by the Board within seven (7) days of the Step III meeting, the grievant, by written notice to the other party, shall have the right to appeal the dispute to an impartial arbitrator. The appeal for arbitration of the grievance shall be filed with the Federal Mediation and Conciliatory Service within ten (10) days. The arbitrator shall be selected from a list of seven (7) names provided by the Federal Mediation and Conciliatory Service in accordance with its rules and regulations. The alternate strike method shall be used to determine which of the seven (7) arbitrators will hear the grievance.

2. The parties will be bound by the Voluntary Labor Arbitration Rules of the Federal Mediation and Conciliatory Service, but the Board, the union, the grievant, or a grievance representative shall not be permitted to insert any ground in arbitration if such ground was not disclosed to the other parties in interest prior to the appeal to the arbitrator, or insert any evidence known but not disclosed prior to the appeal to the arbitrator.

3. The findings of the arbitrator shall be binding on both parties.

4. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any terms of this agreement, nor shall he make any decision contrary to law.

5. In the event that a case is submitted to an arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

6. The fees and expenses of the arbitrator shall be paid by the loser of the arbitration hearing. In cases where the determination of a "losing party" is unclear, the arbitrator shall be requested to assign fees and expenses. Each party shall fully bear its cost regarding witnesses and any other persons it requests to attend the arbitration hearing.

Article VI – Areas for Discussion and Agreement

This recognition constitutes an agreement between the Board and the union to reach mutual understandings regarding matters related to terms and conditions of employment. The Board and the union recognize that the Board is the legal constituted body responsible for the determination of policies covering all aspects of the Amherst Public School System. The Board recognizes that it must operate in accordance with all statutory provisions of the State of Ohio. The Board cannot reduce, negotiate, or delegate its legal responsibilities.

Article VII – Recognition and Negotiations Agreement

A. Recognition of the O.A.P.S.E. Local #208

The Board of Education of the Amherst Exempted Village Schools hereby recognizes the Ohio Association of Public School Employees (affiliated with AFSCME/AFL-CIO) and its Local #208, as the sole and exclusive bargaining agent for the bargaining unit which includes all full-time and regularly employed part-time employees in the following positions and classifications:

The following are eligible for membership in the bargaining unit:

- Clinic Aides
- Teacher Aides
- Media Aides
- Monitors
- School Building Secretaries
- Preschool Aide
- Auxiliary Clerk/Office Aide
- Student Attendant
- Head Cook
- Assistant Cook
- Part-Time Cook/Cashier
- Sign Interpreter
- Maintenance
- Buildings and Grounds
- Head Custodian
- Custodian Class III
- Custodian Class II/Cleaner
- Mechanics
- Bus Drivers
- Bus Aides
- Van Drivers
- Van Aides/PEP Aides

- Part-time personnel in any of the above categories

Head cooks may be required to be part of the evaluation team for Assistant Cook and part-time cook positions.

Head Custodians may be required to be part of the evaluation team for Custodian Class III and Custodian Class II/Cleaner positions.

The following classifications shall be excluded from the bargaining unit:

- Treasurer
- Administrative Assistant to the Superintendent

- Assistant to the Treasurer
- Executive Secretary
- EMIS Secretary
- Accounts Receivable/Payable Clerk
- Central Office Secretary Class III (which includes Secretary to the Assistant Superintendent, Secretary to the Director of Special Education, Central Calling/Class III Secretary, Media/Transportation Secretary, and Record/Benefits Secretary)
- Technology Technician
- Assistant Technology Technician
- Cafeteria Supervisor
- Operations Coordinator
- Buildings, Grounds & Safety Supervisor
- Assistant Buildings, Grounds & Safety Supervisor
- Transportation Supervisor
- Transportation Coordinator
- Assistant Transportation Coordinator
- Other Supervisory positions
- Part time personnel in any of the above categories

B. Meet-and-Consult

1. Either party may, during the first full week of February, immediately prior to the expiration of the current contract, request to meet-and-consult relative to altering the current Collective Bargaining Agreement. Such request shall be in writing and be directed to the President of the union (if the request is made by the Superintendent) or to the Superintendent (if the request is made by the President of the union). The purpose of the meet-and-consult procedures shall be to clarify bargaining positions in order to seek a mutual continuation of the negotiated agreement.

2. When either party requests to meet-and-consult as delineated in #1 above, a meeting time of mutual agreement will be set within two calendar weeks. All additional meetings will be at mutual convenience, and discussion at such meetings shall be conducted between the President of the union (or designated representative) and the Superintendent (or designated representative); but either party may invite such resource persons as they deem necessary.

3. Meet-and-consult sessions shall be informal. Only when agreement on proposed changes is reached will it be necessary to reduce same to writing.

4. Either party may declare, anytime after the first meet-and-consult session, that the meet-and-consult processes are terminated. Should either party declare the processes terminated, alterations to the Negotiated Agreement

shall be addressed as outline in Article VI of the Negotiated Agreement. Nothing in the meet-and-consult procedures shall be construed as requiring the utilization of dispute settlement procedures listed in Section 4417.14 of the Ohio Revised Code.

Both the Superintendent and President of the union will recommend that the Board and the union approve alterations to the Negotiated Agreement if they arrive at total consensus through the meet-and-consult processes or through provisions described under "C-2" Formal Negotiations.

C. Formal Negotiations

1. Either O.A.P.S.E. or the Board may initiate formal negotiations six months prior to the expiration of the contract by letter submission forwarded to the other party during the month of January. Within ten (10) working days of transmittal of said submission letter, the parties shall hold their first negotiating session. At any negotiation session, either party may be represented by no more than six (6) representatives.

2. If after sixty (60) calendar days from the first negotiations session agreement has not been reached on all items under negotiation, either party may call for the services of the Federal Mediation and Conciliation Service to assist in negotiations. If a party calls for mediation involvement, the other party shall join in a joint request. The Board agrees that the aforementioned Federal Mediation shall supersede all other dispute settlement procedures contained in Chapter 4117.14 O.R.C.

3. Both parties and/or the Superintendent shall furnish each other, upon reasonable request, all available information pertinent to the issue(s) under consideration. The Treasurer shall send copies, as soon as available, of: (1) Form 59; (2) Annual Appropriations Resolution; (3) Amended Official Certificate of Estimated Resources; (4) July Budget; (5) SF-12 for July and January and (6) Certificate of Appropriations to the O.A.P.S.E. President or his designee. O.A.P.S.E. will pay the cost of copying this material. All Board minutes and copies of the monthly financial report will be available to O.A.P.S.E. following the approval of the Board.

4. No action to coerce, censor, or penalize any negotiations participant shall be made or implied by any other member as a result of participation in the negotiation process.

5. Each party shall pay its own expenses pertinent to any representations or witnesses and any expenses incurred in preparation for negotiating.

6. Resource persons may be present by mutual consent of both parties.

7. The following shall be determined at the commencement of each meeting prior to proceeding to negotiating items:

   a. the time, date, and place of the next meeting;

   b. the agenda for the meeting in session; and

   c. the time of the meeting should be approximately two (2) hours, unless otherwise agreed.

8. As negotiated items are tentatively agreed upon, each shall be initialed by each party.

9. When a contract has been reached by both parties, the tentative contract will be submitted to the union for ratification. The ratified contract must be returned to the Board by the union. The Board will, at its next meeting, approve or disapprove the contract by appropriate motion.

10. While no final agreement shall be executed without ratification by the local and adoption by the Board, the Board and the local pledge that their representatives have the power and authority to make proposals, consider proposals and to make concessions and gains in the course of negotiating in good faith to the end that they can effectively recommend acceptance of an agreement by the parties.

    Prior to the negotiated agreement being presented to the members of the local and to the Board, the chief negotiator of each negotiating teams shall pledge to recommend adoption of the tentative agreement.

D. Scope of Bargaining

1. Collective bargaining shall be limited to wages, hours, terms, and other working conditions and shall specifically exclude those areas that have traditionally been the prerogative of management.

2. All written provisions of the current agreement, which are not specifically altered, modified, or changed by these negotiations shall be part of the successor agreement when all issues between the parties have been settled.

Article VIII – Rights of Individuals

Nothing in this document shall prohibit any classified staff member from presenting views or grievances, which affect their status in the district to the Superintendent in accordance with established procedure. Negotiations, however, shall be conducted according to this document.

Article IX – Validity – Understanding with Board

All items in previous agreements not in conflict with items in later agreements, including this agreement, remain in force year after year unless the Board and the union mutually agree to eliminate one or more of the items. Any items contrary to law are null and void.

Areas allowed by 4117 to be negotiated to supersede the O.R.C. and are agreed to through the collective bargaining process are exempt from this contrary to law provision.

Unless the Board agrees otherwise in this collective bargaining agreement, nothing in Chapter 4117 of the revised code impairs the right and responsibility of the Board to:

1. determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;

2. direct, supervise, evaluate, or hire employees;

3. maintain and improve the efficiency and effectiveness of school district operations;

4. determine the overall methods, process, means, or personnel by which the school district operations are to be conducted;

5. suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;

6. determine the adequacy of the work force;

7. determine the overall mission of the employer as a unit of government;

8. effectively manage the work force; and

9. take actions to carry out the mission of the school district as a governmental unit. (Sec. 4117.08 of state law)

Article X – Implementation and Amendment

This recognition agreement and document governing negotiations shall become effective upon its ratification by the union and the Board. It may be amended by mutual consent of both parties with written evidence of said consent being presented by each party to the other.

Article XI – Complete Agreement

This contract and previously negotiated contracts contain the full and complete agreement between the Board and the union on all negotiable issues and neither party shall be required, during the term thereof, to negotiate upon any issue whether it is covered or not covered in this contract unless otherwise mutually agreed.

Article XII – Duration of Contract

Local #208 of O.A.P.S.E. agrees that negotiations on the item noted above have been completed and this contract shall remain in effect from June 30, 2014 until June 29, 2017, at which time it shall expire.

Article XIII – No Strike or Work Stoppage

O.A.P.S.E. #208 will not conduct a work stoppage or any other form of job action or slow down during the period of this contract. The Board will not lock out or prevent the bargaining unit from working.

Article XIV – Definitions

Day or Days: Whenever the term is used in this agreement, it shall mean day or days that the Educational Service Center (Board Office) is open at least one half of the normal working hours.

Discipline: Discipline may entail a variety of corrective actions ranging from verbal reprimand to termination for repeated violations.

Contract Year: From-June 30 through June 29.

Agreed upon by O.A.P.S.E. #208 Negotiating Team: Date: _____

_____ _____

OA.P.S.E. President O.A.P.S.E. Negotiating Team Member

Agreed upon by Amherst Board Negotiating Team: Date: _____

_____ _____

Board of Education President Superintendent

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CLASSIFICATION SERIES

A. EDUCATIONAL SUPPORT STAFF
   1. Clinic Aide
   2. Teacher Aide
   3. Media Aide
   4. Monitor
   5. Auxiliary Clerk/Office Aide
   6. Part-time Positions
      a. Part-time Teacher Aide
      b. Part-time Media Aide
      c. Part-time Monitor
      d. Part-time Auxiliary Clerk/Office Aide

B. TRANSPORTATION
   1. Bus Driver
   2. Bus Aide
   3. Part-time Bus Driver
   4. Part-time Bus Aide

C. SECRETARIAL STAFF
   1. School Secretary
   2. Part-time Secretary

D. MAINTENANCE/CUSTODIAL STAFF
   1. Head Maintenance
   2. Maintenance
   3. Buildings and Grounds
   4. Head Custodian
   5. Custodian Class III
   6. Custodian Class II/Cleaner
   7. Part-time Maintenance
   8. Part-time Custodian

E. FOOD SERVICE
   1. Head Cook
   2. Assistant Cook
   3. Part-time Cook

F. PRE-SCHOOL EDUCATION AIDES
   1. Preschool Aides
   2. Part-time Preschool Aides

G. STUDENT ATTENDANTS
   1. Full-Time Student Attendants
   2. Part-Time Student Attendants

H. MECHANICS
   1. Head Mechanic
   2. Mechanic

I. SIGN INTERPRETER
   1. Full-Time
   2. Part-Time

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Grievance Report Form
Step 1

Grievance # _____

Distribution of Form:
1. Superintendent
2. Immediate Supervisor
3. Grievant
4. O.A.P.S.E. President

Building: _____ Date Filed: _____

Name of Grievant: _____ Assignment: _____

A. Position of Grievant:
(set forth section or sections of agreement claimed to be involved) (date cause of Grievance occurred)

B. 1. Statement of Grievance:
(set forth section or sections of agreement claimed to be involved) (date cause of Grievance occurred)

2. Relief Sought:
(set forth section or sections of agreement claimed to be involved) (date cause of Grievance occurred)

_____
Signature Date

C. Date Received by Immediate Supervisor:

D. Disposition:

_____
Signature Date

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Grievance Report Form
Step 2

Grievance # _____

President

Distribution of Form:
1. Superintendent 3. Grievant
2. Immediate Supervisor 4. O.A.P.S.E.

Building: _____ Date Filed: _____

Name of Grievant: _____ Assignment: _____

A. Position of Grievant:
(set forth section or sections of agreement claimed to be involved) (date cause of Grievance occurred)

B. 1. Statement of Grievance:
(set forth section or sections of agreement claimed to be involved) (date cause of Grievance occurred)

2. Relief Sought:
(set forth section or sections of agreement claimed to be involved) (date cause of Grievance occurred)

_____
Signature Date

C. Date Received by Superintendent:

D. Disposition by Superintendent:

_____
Signature Date

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Grievance Report Form
Step 3

Grievance # _____

Distribution of Form:
1. Superintendent 3. Grievant
2. Immediate Supervisor 4. O.A.P.S.E. President

Building: _____ Date Filed: _____

Name of Grievant: _____ Assignment: _____

A. Position of Grievant:
(set forth section or sections of agreement claimed to be involved) (date cause of Grievance occurred)

B. 1. Statement of Grievance:
(set forth section or sections of agreement claimed to be involved) (date cause of Grievance occurred)

2. Relief Sought:
(set forth section or sections of agreement claimed to be involved) (date cause of Grievance occurred)

_____
Signature Date

C. Date Received by Treasurer:

D. Disposition by Treasurer:

_____
Signature Date

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Amherst School District
Wellness Program

Purpose and Goals

The Wellness Program of the Amherst Exempted Village School District is available on a voluntary basis to all employees who are participants in the District Health Insurance Plan. Employees who enroll in the Wellness Program (WP) and stay in compliance with the ongoing requirements will be rewarded each month by being eligible for the lower employee contribution rate of the employee premium schedule.

The WP's primary goal is improved employee health and spirit. This is accomplished through early detection, employee awareness, education and the development of an environment promoting wellness activities. Through an active WP it is also statistically predicable that employee wellness translates into enhanced financial health for the groups medical plan.

Enrollment

An employee enrolls in the Wellness Program by completing the following steps:

1. Electing each year to participate in the WP by completing a program registration form no later than September 15th.

2. Completing a Health Risk Assessment (HRA) through the organization contracted with by the District between July 1st and March 1st (tentative) of each year. Spouses of employees, if covered by the plan, are encouraged but not required to complete the HRA. The HRA is a confidential questionnaire that provides a wellness profile.

3. Undergoing biometric screenings between July 1st and March 1st of each year for employees if insured by the District medical plan. Spouses of employees, if covered by the plan, are encouraged but not required to complete the biometric screening. The biometric screening would include the following tests:
    a. Cholesterol Screening;
    b. Blood Glucose Screening;
    c. Height and Weight with body mass index analysis; and
    d. Blood pressure

To assist the employee in securing the above information, the District will arrange for a provider to come on site once per year during an annual "health fair." During this WP event, there will be no cost to the employee for these screenings. The testing can also be performed by a qualified laboratory or through a physician's office of the employee's choice in which case the services would be billed for as provided in the medical plan.

Proof of completion must be provided to the District by March 15th.

4. On a voluntary basis, employees and spouses in the WP are expected to make a good faith effort to attend scheduled wellness events sponsored by the District in an effort to improve their overall health.

Non-compliance

When it is determined that an employee has not met the annual enrollment conditions, the employee will be notified by April 30th that they are disqualified and that their medical plan premium that should have been paid that year will be deducted from the employee's remaining paychecks. Where covered members, for documented medical reasons by a physician, are unable to complete the biometric portion of the enrollment process, they will not be penalized and subject to the higher contribution rate. This waiver would have to be requested and verified in writing annually.

Confidentiality

As required by Federal law under HIPAA, no personally identifiable information will be provided to the District. This includes data from the HRA and the biometric testing. The District will receive summary data only that reflects the overall health profile of the employee base participating in the WP. The summary data will be used to develop programming that will support and promote the employee's efforts to improve their individual wellness. Members participating in the WP will have access to their individual results through the provider.

Lake Erie Regional Council

Working Spouse Rule Language
Effective July 1, 2015

Any spouse that has single medical/prescription drug insurance coverage available through his/her employer, business, organization or retirement plan, that costs no more than 25% of the premium cost, must enroll in that coverage and the Amherst E.V. Schools Health Plan will coordinate as secondary payer for any and all services provided.

It is the employee's responsibility to advise the Amherst E.V. School District Benefit Plan (the "Plan") immediately (and not later than 30 days after any change in eligibility) if the employee's spouse becomes eligible to participate in group medical/prescription drug insurance sponsored by his/her employer business, organization, or retirement plan after July 1, 2015 or if the contribution for single coverage changes. Upon becoming eligible, the employee's spouse must enroll in single coverage under any group medical/prescription drug insurance sponsored by his/her employer, business, organization, or retirement plan unless he/she is exempt from this requirement because the cost for single coverage is more than 25% of the premium cost.

Any spouse who fails to enroll in any group medical/prescription drug insurance coverage sponsored by his/her employer, business, organization, or any retirement plan, as required by this rule, shall be ineligible for benefits under such group insurance coverage sponsored by the Amherst E.V. School District.

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

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

Lake Erie Regional Council (LERC)
FUTURE PLAN DESIGN STRATEGY INTEGRATING WELLNESS

Lake Erie Regional Council (LERC)
FUTURE PLAN DESIGN STRATEGY INTEGRATING WELLNESS

	NEW IDEAL PLAN DESIGNS INTEGRATED WITH WELLNESS	
	Premium	Min. Value Based Design for ACA
In-Network		
Deductible (In-network)	$750/$1,500	$4,000/$8,000
- Earned Incentive Award	($250/$500)	($250/$500)
Deductible (In-network)	$500/$1,000	$3,750/$7,500
Coinsurance	90%	70%
Out-of-Pocket Max (inc. deductible)	$1,500/$3,000	$6,250/$12,500
Out-of-Network		
Deductible (Out-of-network)	$1,500/$3,000	$4,000/$8,000
Coinsurance	60%	50%
Out-of-Pocket Max (inc. deductible)	$3,000/$6,000	$10,000/$20,000
Office and Emergency Visits		
OV Copay	$25	$50
Urgent Care Visit	$40	$100
Specialist Visit	$40	$100
ER Copay - Emergency	$100	$300
ER Copay - Non-Emergency	$200	$300
In patient - Per Admission		
WELLNESS		
Immunizations	100% In-network	100% In-network
Routine Physical	100% In-network	100% In-network
Routine PSA	100% In-network	100% In-network
Endoscopies	100% In-network	100% In-network
Pap Test Exam	100% In-network	100% In-network
PPACA Expanded Wellness Svcs	100% In-network	100% In-network
Prescription Drug Benefit		
Retail Drug Card	$10/$25/$50	Ded. then $10/$50/$100
Mail Order	$20/$50/$100	Ded. then $20/$100/$200
Specialty Medications	$60	Ded. then $200
Step Therapy	YES	YES
Mandatory Mail Order	YES	YES
Maintenance Choice	YES	YES

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