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# **Negotiated Agreement**

**between**

**The Ottawa Hills School  
Support Association**

**and**

**The Ottawa Hills  
Board of Education**

**July 1, 2015 – June 30, 2018**

**Negotiated Agreement Between  
Ottawa Hills School Support Association and  
The Board of Education of Ottawa Hills Local Schools  
July 1, 2015 through June 30, 2018**

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**Negotiated Agreement Between  
Ottawa Hills School Support Association and  
The Board of Education of Ottawa Hills Local Schools  
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**ARTICLE I - RECOGNITION**

- A. The Board of Education of the Ottawa Hills Local Schools (hereinafter referred to as the Board) recognizes the Ottawa Hills School Support Association, affiliated with the Ohio Education Association and the National Education Association (hereinafter referred to as the Association or OHSSA) as the sole and exclusive bargaining agent for all full-time and regular part-time, non-teaching employees employed by the Board including custodians, secretaries, paraprofessionals, maintenance, and bus drivers.
- B. Excluded from the bargaining unit are administrators, operations manager, secretary to the superintendent, curriculum office secretary/EMIS secretary, assistant to the treasurer, payroll officer, and other professional employees, and temporary or casual workers.

**ARTICLE II - MANAGEMENT RIGHTS**

The Association recognizes the Board as the legally elected body, which, by law, has the final authority and responsibility of establishing the policies for the Ottawa Hills Local School District and as the employer of all personnel of the school system.

The Board hereby retains and reserves unto itself, except as limited by the terms of this Agreement, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitutions of the State of Ohio and of the United States, including the rights specified in 4117.08(C) of the Ohio Revised Code. Such rights include, but are not limited to, the right to hire, promote, transfer, assign, or retain employees in positions; to suspend, demote, discharge, remove, or take other disciplinary action against employees for just cause; to relieve employees from duties because of lack of work or funds or other legitimate reasons; to determine the methods, means, employees or persons by which Board operations shall be conducted; and to direct the schedule, shift, and location of the work of employees so that the Board may operate in the most efficient manner, except as limited by the terms of this Agreement. All management rights are retained by the Board, including the sole and exclusive right to manage its operation, buildings, and facilities and to direct the work force, including the rights specified in 4117.08(C) of the Ohio Revised Code, except as limited by the terms of this Agreement.

### **ARTICLE III - ASSOCIATION RIGHTS**

1. The Board shall permit the OHSSA to make use of school buildings for meetings in accordance with the terms of the policy on Use of Board Facilities. OHSSA business will not be conducted at a time when such business would interrupt the education process.
2. The OHSSA shall have the privilege of using the school mail service, employee mailboxes, and the District's email service for OHSSA communication with members subject to compliance with the District's authorized use policy and provided that use by OHSSA does not interfere with other District operations. Other than the OHSSA, the Board shall not authorize another labor organization to use these services.
3. The Board shall provide bulletin board space in school buildings for posting notices and other material relating to OHSSA activities. Such bulletin boards may not exceed four (4) feet by four (4) feet in size and placement must be approved by the principal and head of maintenance before installation and shall be in an area frequented by OHSSA bargaining unit members.
4. The OHSSA will be assigned, on a space available basis, room for the purpose of storing records and equipment used for OHSSA business.
5. The OHSSA may use school owned equipment (excluding consumable supplies) provided that:
  - a. Proper advance request is made and approved;
  - b. Use of equipment does not interfere with school usage requirements, and the use is conducted by OHSSA personnel at such time other than contracted service periods; and
  - c. The purpose is solely the legitimate and internal business of OHSSA (e.g., records, notices, correspondence) and not for public distribution.
6. Employees may leave their buildings after regular student dismissal to attend OHSSA general meetings a maximum of four (4) times each school year. Meeting dates will be cleared with the Superintendent, and notification of the dates and the hour OHSSA bargaining unit members may leave the buildings will be sent to all building principals by the Superintendent. OHSSA employees still on the clock will return to their assignment immediately at the close of the meeting.

The Association President or designated alternative is granted up to three days with pay for affiliate meetings and/or conferences.

## ARTICLE IV - NEGOTIATIONS

Negotiations will be governed by provisions of Chapter 4117 of the Ohio Revised Code.

## ARTICLE V - GRIEVANCE PROCEDURE

### A. Purpose

The Board and the Association recognize that in the interest of effective personnel relations, a procedure is necessary whereby employees can be assured of a prompt hearing and a fair settlement of their grievances. The primary purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances.

### B. Definitions and Rights

Grievance: A claim by an employee, a group of employees whose claim is identical, or the Association, involving an alleged misinterpretation, violation, or misapplication of any of the provisions of the negotiated agreement, Board policies, or individual employment contracts.

Grievant: The person, persons, or the Association that files a grievance.

Party in Interest: The person, persons, or the Board against whom a grievance is filed.

Third Party: If the grievant desires, he/she may be accompanied by an OHSSA or OEA representative at all steps.

Days: All weekdays except Saturdays, Sundays, and school holidays.

Withdrawal of Grievance: A grievance may be withdrawn at any step without prejudice.

Association Grievance Rights: With respect to the processing of grievances, the Board agrees it will be bound by the provisions of Chapter 4117 of the Ohio Revised Code.

Reprisal: The procedure shall be available to all employees, and no reprisals of any kind shall be taken against a person initiating or participating in the grievance procedure. The fact that an employee files a grievance shall not be recorded in his or her personnel file or in any file or record utilized for promotion or for employment recommendations.

## C. Procedure

Informal Step: All employees having a grievance must first discuss the grievance with their immediate management supervisor within 20 days after the action giving cause for the grievance.

Step One: If the discussion does not resolve the grievance to the satisfaction of the grievant, the grievant has the right to be accompanied by an officer/executive committee member of the Association for another informal discussion of the problem within ten (10) days.

Step Two: If the discussion does not resolve the grievance to the satisfaction of the grievant, the grievant shall have the right to lodge a written grievance with the immediate management supervisor within twenty (20) days after the Step One meeting. The written grievance shall be on a standard form supplied by the Board and shall contain a statement of facts upon which the grievance is based and a reference to the specific provision of the negotiated agreement, Board policies, or individual employment contracts allegedly violated, misapplied, or misinterpreted. A copy of the grievance shall be filed with the Superintendent. The grievant shall have the right to request a hearing before the immediate management supervisor. The request shall appear on the grievance form, and a hearing shall be conducted within five (5) days after the receipt of the request. The hour and day of the hearing shall be by mutual consent and at a place agreed upon by both parties. The immediate management supervisor shall take action on the written grievance within five (5) days after the conclusion of the hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant, the Association, and the Superintendent.

Step Three: If the action taken by the immediate management supervisor does not resolve the grievance to the satisfaction of the grievant, the grievant shall make a written request for a hearing with the Superintendent within five (5) days of receipt of the immediate management supervisor's disposition of the grievance. A hearing shall be conducted by the Superintendent within five (5) days after receipt of the request. The hour and day of the hearing shall be by mutual consent and at a place agreed upon by both parties.

The Superintendent shall take action on the appeal of the grievant within five (5) days after the receipt of the appeal, or, if a hearing is requested, within five (5) days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant, the Association, and the immediate management supervisor.

Step Four – Mediation: If the Association is not satisfied with the Step Three answer, it may within ten (10) days of the filing of the Step Three answer, advance the grievance to Federal Mediation and Conciliation Service (FMCS) mediation by giving written notice to the Superintendent. The parties will jointly contact the local

FMCS office to request the services of a mediator. If the parties do not agree on the mediator, then they will request that the FMCS appoint one. The parties will make every effort to have a mediation session scheduled within ten (10) workdays of the request to the FMCS. If the parties agree to the solution reached with the help of the FMCS mediator, then that solution will be reduced to language and filed with the Superintendent and the Association.

Step Five - Arbitration: If the grievance is not resolved at Step 4, the Association may, within twenty (20) days of the conclusion of the mediation, advance the grievance to arbitration by giving simultaneous, written notice of such appeal to the Federal Mediation and Conciliation Service (FMCS) and the Superintendent. Upon receipt of the required notice of arbitration, the Superintendent and the Association shall confer. The arbitrator shall be selected according to the alternate strike method, and in no case shall he/she be selected more than ten (10) days after receipt by the parties of the list of arbitrators from the FMCS.

Arbitrator's Decision and Compensation: The arbitrator will render a decision in writing within thirty (30) days, or such additional time as the parties may in writing agree, after any grievance has been submitted to the arbitrator, and the decision of the arbitrator, when so rendered as required by law, will be final and binding on the parties and may be enforced in any court of competent jurisdiction. The Board and the Association will bear their own grievance process and arbitration expenses individually and share the arbitrator's fee and expenses equally.

Limitation of Arbitrator's Authority: The jurisdiction and authority of the arbitrator and the opinion and award of the arbitrator shall be limited to the interpretation of the written provisions of this Agreement, Board policies, or individual employment contracts. The arbitrator shall have no authority to add to or to subtract from or in any way modify the terms and conditions of the Agreement, Board policies, or individual contracts. A court of competent jurisdiction shall be the appropriate forum for the resolution of disputes over whether or not any written provisions of said Agreement, Board policies, or individual contracts affecting bargaining unit members are contrary to law.

Jurisdictional Questions: In any arbitration proceeding where a question concerning the arbitrator's jurisdiction over the grievance is raised, the arbitrator shall make a separate decision on the question of arbitrability. In the arbitrator's decision, the arbitrator shall first rule upon the jurisdictional issues and, if the arbitrator determines a grievance is not arbitrable, the arbitrator shall make no decision or recommendation concerning the merits of the grievance. Nothing contained herein shall prohibit the arbitrator from taking all evidence of the jurisdictional issues and the merits of the grievance in a single hearing.

## **ARTICLE VI - COLLABORATIVE PROCESS COMMITTEE**

A Collaborative Process Committee will be comprised of four voting representatives each from administrative and bargaining unit personnel.

The ultimate goal of this committee is to collaboratively address concerns so as to accomplish the following goals:

1. Promote fair distribution of work load.
2. Create a work environment which will be mutually beneficial to administration and union.
3. Improve communication.
4. Reduce internal conflict.
5. Reduce grievances.
6. Communicate an accurate view of work expectations.

This committee will meet at least every other month. Individual employees may submit agenda items to the Superintendent or Association President for this committee. These agenda items must be submitted in writing.

One of the committee's tasks will be to review and revise job descriptions which will include the following components.

1. Qualifications for each position
2. Line of supervision
3. Position duties assigned

The committee will meet to review and update job descriptions and classifications, when necessary. Additional meetings will address other employee concerns.

## **ARTICLE VII - JOB SECURITY**

- A. Superseding Ohio Revised Code Section 3319.081, new employees to the district will serve a ninety (90) day probationary period, at the end of which the employee may be retained with a contract of not more than one year from the original date of hire or may be dismissed.
- B. At least thirty (30) days prior to the completion of the initial, non-probationary contract, the employee will be notified of the district's intent to renew or non-renew the contract. If the contract is renewed, the new contract will be for two years.
- C. At least thirty (30) days prior to the completion date of the two-year contract, the employee will be notified of the district's intent to renew or non-renew the contract. If the contract is renewed, the employee will be granted a continuing contract.

## **ARTICLE VIII - EVALUATIONS**

The primary purpose for formal written evaluations of job performance is to assist in improving job performance. When a formal written evaluation is completed, the employee will review and may sign the evaluation. If the employee disagrees with the evaluation, the employee has the right to submit a written response which shall be attached to the evaluation.

## **ARTICLE IX - DISCIPLINE**

The Superintendent and/or immediate supervisor may exercise progressive discipline for just cause. Employees may be suspended or terminated for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of written rules and regulations of the Board, and other just cause. In all disciplinary actions, the Board will provide due process consistent with Ohio law.

## **ARTICLE X - SENIORITY**

- A. Seniority shall be defined as the uninterrupted length of continuous service with the Board in a particular job classification computed from the latest date of hire or appointment to the employee's present classification. If two or more employees have the same date of hire, the priority for establishing seniority shall be: (1) Date of Board approval of hire, then (2) Date of first interview, then (3) Date of more recent employment application. Authorized leaves of absence do not constitute an interruption in continuous service.
- B. An updated seniority list will be provided to the OHSSA president by October 1 of each year.

## **ARTICLE XI - WORK YEAR AND WORK DAYS**

- A. Work Year
  - 1. The work year for secretaries, maintenance, and custodian shall be 260 or 261 days, according to the calendar, including vacation and all leaves of absence.
  - 2. The work year for paraprofessionals working only the school year will typically be 192 days (including paid holidays).
  - 3. Members working 51% of the contract year (192 or 260/261 days including paid holidays) shall be given full credit for the year for purposes of

longevity and salary schedule steps. Their vacation day accrual will be prorated according to the number of days worked.

4. The superintendent reserves the right to reduce the hours of the least senior custodial/maintenance member during the winter months.

## B. Work Day

1. The work day for all full-time employees shall be eight (8) hours per day, forty (40) hours per week, Monday through Friday.
2. The work day for paraprofessionals and other employees working only the school year shall ordinarily be six hours, but may be adjusted according to need. If a student who is assigned a paraprofessional is absent, that paraprofessional will have the choice to take a docked day and receive no pay, or work and receive their regular pay for up to ten consecutive school days. On such days, the paraprofessional will be assigned other duties by his/her immediate supervisor. If the student's absence is longer than ten consecutive school days, the position shall be subject to the Reduction in Force provisions.

When a paraprofessional's student is involved in a school-related activity that occurs from 4:00 p.m. or later, the paraprofessional would receive their rate of pay for a minimum of two (2) hours.

3. All hours worked in excess of forty (40) hours per week and any work performed on Saturdays, Sundays, and vacation days shall be paid at time and one-half regular pay (unless Saturday or Sunday is a regularly scheduled work day).
4. Holidays worked, by agreement of the administrator and employee, may be exchanged for an equal amount of vacation time.
5. Building checks shall be paid one and one-half hour minimum.
6. Those employees called in to work by an administrator or a supervisor for an emergency, after having left work or on a scheduled day off, shall receive a minimum of two hours' pay at time and one-half regular pay.

## C. Breaks and Lunch Periods

1. One scheduled break of 15 minutes shall be provided for each seven-hour employee. Two scheduled breaks of 15 minutes each shall be provided for each eight-hour employee. Classroom paraprofessionals may take an unscheduled personal break in coordination with the classroom teacher.

2. Employees shall be on call during all said breaks and will not leave his or her assigned building during such breaks. Breaks and lunch will be mutually scheduled by employees and management supervisors to guarantee they will be provided.

D. Overtime/Compensatory Time

1. Combination Overtime/Compensatory Time

- a. Overtime or compensatory time must have prior approval of the supervising administrator.
- b. Up to a combination of 32 hours (32 x 1.5) per year of overtime/compensatory time will be approved by the employee's supervising administrator.
- c. For the first thirty-two (32) hours of approved overtime work, the employee may elect to receive either overtime pay or accumulate compensatory time (32 x 1.5).
- d. Additional hours require prior approval of the superintendent.

2. Overtime Work

- a. Employees working overtime must have prior approval of the supervising administrator.
- b. Overtime will be accumulated in 15-minute increments.
- c. Overtime will be reported to the treasurer's office on a weekly basis. The overtime report must have the employee's and appropriate administrator's signature.

3. Compensatory Time

- a. Employees earning compensatory time must have the prior approval of the supervising administrator.
- b. Compensatory time will be accumulated in 30-minute increments.
- c. Employees may earn up to a maximum of 32 hours of compensatory time in lieu of 32 hours of overtime pay. (32 hours of overtime work is equal to 48 hours of compensatory time.)

- d. Earned compensatory time will be reported to the treasurer's office on a weekly basis. The compensatory time report must have the employee's and appropriate administrator's signature.
- e. When compensatory time is used, it will be reported to the treasurer's office, which will maintain a record of compensatory time earned and used.
- f. All compensatory time will be used by August 15 of each year. If all compensatory time is not used, it will be paid to the employee as overtime pay.
- g. No employee may earn more than 32 hours of compensatory time per year. (32 x 1.5)

**ARTICLE XII - SCHOOLS CLOSED DUE TO AN ICE, SNOW, ACTUAL SEVERE WEATHER, OR PANDEMIC DAY**

- A. Employees shall be paid their regular rate of pay for all days or a part of a day when schools in which they are employed are closed due to an ice, snow, actual severe weather, or pandemic day, as determined by the Superintendent of Schools.
- B. Any employee who is called into work and performs work for the Board shall be paid straight time for hours or days worked.
- C. When schools are closed, custodial and maintenance personnel are expected to work as a normal work day unless a level 3 snow emergency is in effect in Lucas County.
- D. Should the school year be extended due to the use of the above days, nine-month employees will be required to work the make-up days and will not be paid a second time.

**ARTICLE XIII - ADMINISTRATION OF MEDICATION/MEDICAL PROCEDURES**

- A. OHSSA bargaining unit members who have completed a drug administration training program conducted by a licensed health professional and are designated by the Board will administer prescription drugs to students in school.
- B. Additionally, when the nurse is not available, OHSSA bargaining unit members who have completed all necessary training conducted by a licensed health professional will administer any medication requiring intravenous or intramuscular

injection or the insertion of a device into the body when both the medication and the procedure are prescribed by a licensed healthcare professional.

- C. No OHSSA bargaining unit member will be required to administer a drug to a student if the employee objects, on the basis of religious convictions, to administer the drug.
- D. In performing a medical procedure in an emergency situation the employee will be deemed to be performing duties within the course and scope of her/his employment and is entitled to all protections of Ohio Revised Code Chapter 2744.

#### **ARTICLE XIV - ACTIVITY ASSIGNMENTS**

##### **A. During-the-Week Activity Assignments**

- 1. Periodically, the building facilities are scheduled during the week by the students, community, or outside organizations.
- 2. Time and one-half will be paid for all overtime hours worked (over 40 hours per week), with a minimum of three (3) hours work guaranteed. Employees may be assigned some regular work assignments during these special during-the-week assignments. If the employee and his/her immediate management supervisor agree, this compensation may be taken in the form of compensatory time off work provided the compensatory time falls within the guidelines in Section XI D, Overtime/Compensatory Time.

##### **B. Weekend Assignments**

- 1. Periodically, the building facilities are scheduled on weekends by the students, community, or outside organizations.
- 2. During the heating season (November - May), personnel with boiler training and experience will rotate weekend boiler and building checks.
- 3. Overtime for school activities scheduled, or for which clean-up is required, on the weekend or on other days when school is not in session shall be offered to all custodians and maintenance staff on a district seniority (rotating) basis. The district will maintain an updated seniority list. If an employee refuses an overtime assignment, he/she loses the opportunity for overtime until it is his/he regular turn in the rotation. If an employee's job performance is unsatisfactory on his/her last overtime assignment as evaluated by his/her supervisor, his/her next opportunity on the overtime rotation will be skipped one time.

4. Time and one-half will be paid for hours worked, with a minimum of three (3) hours work guaranteed. Employees may be assigned some regular work assignments during these special weekend assignments. If the employee and his/her immediate supervisor mutually agree, this compensation may be taken in the form of compensatory time off work, provided the compensatory time falls within the guidelines in Section XI D, Overtime/Compensatory Time.

## **ARTICLE XV - VACANCIES, TRANSFERS, AND PROMOTIONS**

### **A. Definition**

A vacancy shall be defined as a newly created position in the bargaining unit or a present position in the bargaining unit that the Board elects to fill.

### **B. Posting**

All employees shall receive notification of vacancy postings in their individual mailboxes, via hard copy or email. Interested employees shall have a period of five (5) working days from the date of posting to respond in writing to the superintendent. The Board will notify all off-duty and laid-off employees by mail. Each posting shall contain the following information:

1. Job title (classification)
2. Rate of pay
3. Hours to be worked
4. Minimum qualifications
5. Job description

### **C. Filling Positions**

Before hiring outside the bargaining unit, applicants from the bargaining unit will be given due consideration. Employees not selected from the bargaining unit will be informed as to the reasons upon request.

### **D. Miscellaneous**

Employees working in a higher paid classification on a temporary basis for at least 4 consecutive hours within a work day shall be paid the higher rate of pay during the temporary assignment.

## ARTICLE XVI – REDUCTION IN FORCE (LAYOFF) AND RECALL

### A. Reasons for Reduction in Force (Layoff) Priorities

If a reduction in personnel becomes necessary in a job classification due to elimination of positions, lack of work, financial reasons, or changes in assignments and responsibilities, the affected employees shall be laid off or reduced in hours pursuant to the following procedures.

### B. Reduction in Force (Layoff)

Whenever it becomes necessary to RIF (layoff) employees by reasons as stated above, an affected employee shall be laid off according to seniority within the classification, with the least senior employee laid off first. Seniority shall be as defined in Article X.

The Board will use this order of reduction in force (layoff) when suspending a contract in part so that an employee may work a percentage of his/her contract and receive a commensurate percentage of the full compensation the employee otherwise would have received. An employee who refuses a position that is a reduction in percentage of his/her contract will be placed on the recall list.

### C. Job Classifications for Purposes of Reduction in Force (Layoff)

The following classifications, based upon job descriptions, shall be used for the purpose of defining classification seniority in the event of RIF (layoff):

Custodian	Secretary
Maintenance	
Paraprofessional	

The Board shall determine in which classifications RIFs (layoffs) occur and the number of employees to be laid off. Each employee to be laid off shall be given advance written notice of the RIF (layoff). Each notice of RIF (layoff) shall state the effective day of RIF (layoff).

### D. Options for Employees Scheduled for Reduction in Force (Layoff)

An employee scheduled for RIF (layoff) can replace another employee in another classification if the laid off employee has more total years of continuous service to Ottawa Hills Schools and fully meets the qualifications for the other position. An employee scheduled for RIF (layoff) from a full-time to a part-time position can replace another employee in another classification if the reduced employee has more total years of continuous service to Ottawa Hills Schools and fully meets the qualifications for the other position.

An employee scheduled for RIF (layoff) who moves to another classification within his/her related work group will retain the same experience level for salary purposes.

If an employee scheduled for RIF (layoff) moves to a classification that is not in his/her related work group, the employee will start at Step 0 for salary purposes.

E. Related Work Groups

1. Custodian, maintenance
2. Secretary
3. Paraprofessionals: classroom, lab, office

F. Rights While Reduction in Force (Layoff)

Laid off employees shall be granted priority status on the substitute list for positions for which they are qualified according to seniority. Laid off employees may continue their insurance benefits pursuant to COBRA by paying in advance on the first of every month the regular monthly per subscriber group rate premium for such benefits to the Board.

G. Recall

For the classifications in which the RIF (layoff) occurs, the Board shall prepare a reinstatement list, and all named employees employed under a probationary period shall be placed on the reinstatement list in reverse of RIF (layoff). Reinstatement shall be made from this list before any new employees are hired in that classification or any employee is reinstated from the probationary list.

Laid off employees will be notified of any bargaining unit vacancies. Vacancies which occur in the classification of RIF (layoff) shall be offered to or declined in writing by the employee standing highest on the RIF (layoff) list before the next person on the list may be considered. Any employee who declines the reinstatement shall be removed from the reinstatement list.

Employees' names shall remain on the appropriate list for a period of two (2) years from the effective date of RIF (layoff). An employee reinstated from RIF (layoff) during this period, shall retain all previous accumulated seniority but shall not accrue additional seniority while on RIF (layoff), and shall not receive additional vacation, longevity or salary schedule steps, except as provided in Article XI, Section A-3.

H. Subcontracting

Employees will not be displaced and their regularly scheduled work days and/or work weeks will not be reduced as a direct result of sub-contracting.

## ARTICLE XVII - VACATIONS

Employees on twelve (12) month contracts will be entitled to the following paid vacation time based upon their years of service to the Board:

- A.
  - 1-5 years experience 10 days
  - 6-10 years experience 15 days
  - 11-16 years experience 16 days
  - 17 years experience 17 days
  - 18 years experience 18 days
  - 19 years experience 19 days
  - 20 years experience 20 days
  - 21 years experience 21 days
  - 22 years experience 22 days
  - 23 years experience 25 days
- B. The vacation schedule runs from July 1 through June 30. Anyone hired during the year will receive a prorated vacation the following July 1 for the first year.
- C. Vacation days may be taken during the school year but must receive approval by the Superintendent. No reasonable request will be denied.
- D. Employees may carry over up to five (5) days of unused vacation to the next year.
- E. Employees may request additional time off. Such time is subject to salary reduction at the per diem rate.

## ARTICLE XVIII - PAID HOLIDAYS

The following holidays will be paid by the Board.

### Twelve Month Employees

New Year's Day  
Martin Luther King Day  
Presidents' Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Friday After Thanksgiving  
Christmas Eve  
Christmas Day  
New Year's Eve

### Fewer Than Twelve Months' Employees

New Year's Day  
Martin Luther King Day  
Presidents' Day  
Good Friday  
Memorial Day  
Labor Day  
Thanksgiving Day  
Friday After Thanksgiving  
Christmas Day

## ARTICLE XIX - LEAVES

### A. Sick Leave

1. Each employee shall be entitled to fifteen (15) days of sick leave with pay for each year he or she works, which shall be credited at the rate of one and one-fourth (1 and 1/4) days per month.
2. Sick leave may be used for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the employee's immediate family. Unused sick leave shall be accumulated for the period of time that an employee works for the Board.
3. The immediate family is defined as husband, wife, mother, father, son, daughter, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchildren, stepparents, and stepchildren or person residing in the same household of the employee.
4. Any accumulated sick leave of an employee separated from any other public service (PERS, SERS, STRS) shall be transferable.

### B. Personal Leave

1. Personal leave days shall be granted to an employee to meet personal obligations, upon approval of the personal leave and absence form. Personal leave days must be used by September 1 or they will be forfeited.
2. Each full-time employee shall be granted three days of personal absence per school year. Employees who work less than twelve months and a minimum of 183 days shall receive two days of personal absence per school year. Twelve month part-time employees shall have their days of personal absence prorated.
3. Personal leave days may be used before or after vacation days or holidays, providing that a qualified substitute can be obtained. Requests will be processed on a first-come, first-served basis.

### C. Bereavement Leave

Employees may use their sick leave for death in the family. The family is defined as husband, wife, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, spouse's grandparent, son-in-law, daughter-in-law, grandchild, aunt, uncle, foster parent, stepparent, stepson, stepdaughter, foster son, foster daughter, brother-in-law, sister-in-law, or person

residing in the same household of the employee. Exceptions may be made to the above list with the approval of the Superintendent.

D. Military Leave

An employee shall be entitled to any military leave provided by law and shall retain by law all rights and privileges arising out of the exercise of military leave.

E. Leave for Jury Duty, SERB Hearings, Court Subpoenas, and Arbitrations

Employees are entitled to leave without loss of pay for any time the employee is required to perform jury duty, appear at a hearing before the State Employment Relations Board, respond to a court subpoena, and be present at an arbitration proceeding. Employees shall retain any compensation or expense allowances received for these services. Any day during which any employee whose regular assigned shift commences at 2:30 p.m. or after and who is required to serve all or any part of the day in any of the aforementioned capacities shall be relieved from work with pay.

F. Parenting Leave

Accumulated sick leave may be used by an employee before and/or after the delivery of a child or for purposes of adopting a child. The amount of sick leave used will be determined by the employee and the employee's physician. At the inception of the leave, a notice will be given to the Superintendent as to the expected date of return.

G. Assault Leave

An employee who is absent due to disability resulting from an unprovoked attack which occurs on Board premises or while in attendance at an official school function and in the course of the employee's employment shall be granted up to twenty (20) working days assault leave and, subject to the approval of the superintendent, ten (10) additional working days may be granted. The period of such absence, as defined in this provision, shall be termed "assault leave." During such assault leave, the employee shall be maintained on full-pay basis.

Assault shall be defined as intentional physical contact which results in injury. If permanently disabled, the employee shall apply for disability retirement, and no assault leave shall be granted after such retirement has been approved. Before assault leave is granted, the following requirements must be met:

1. A signed, written statement describing the circumstances and events surrounding the assault and the cause thereof, including the location and time of the assault, and the names and addresses of participants, victims, and witnesses to the extent available.

2. A signed, written statement from a licensed physician stating the nature and duration of the disability and the necessity of absence from regular employment.
3. A signed, written statement of the employee's intent to file criminal assault charges. This requirement may be waived by the Superintendent of Schools.

#### H. Unpaid Leaves of Absence

1. Upon written request, the Board may grant a leave of absence for a period of not more than two years, with education, professional growth, or disability being the reason for the request.
2. Upon return of the employee from a leave of absence, the Board may terminate the employment of a person hired for the purpose of replacing the returning employee while he/she was on leave.
3. If, after the return of the employee from a leave, a person employed for the purpose of replacing an employee on leave is continued in employment as a regular employee, or if he or she is hired by the Board as a regular employee within a year after his or her employment as a replacement, he or she shall receive credit for his or her length of service with the Board during such replacement period.
4. Any credit awarded to an employee mentioned above shall be in compliance with Section 3319.081 of the Ohio Revised Code.

#### I. Family Medical Leave Act (FMLA)

In accordance with the Federal Family and Medical Leave Act (FMLA), the Ottawa Hills Board of Education shall approve up to 12 weeks (or up to 26 weeks to care for a covered service member) of unpaid family medical leave during a twelve-month period to eligible employees. The contract year shall be the designated year for purposes of applying FMLA. Eligible employees are defined as those having worked for Ottawa Hills Schools at least 1,250 hours during the 12 months preceding the beginning of the leave.

In compliance with the FMLA, Ottawa Hills Schools adheres to the requirements of applicable Federal and Ohio laws. The Superintendent is responsible for administering this policy.

## ARTICLE XX - INSURANCE COVERAGE

### A. Eligibility

Full-time employees who work eight (8) hours per day, five (5) days per week (40 hours per week) for 260/261 contracted days per year, are entitled to family benefits.

Part-time employees who work at least five (5) but less than eight (8) hours per day, shall be entitled to single benefits. These employees are eligible to purchase family benefits at the district's cost.

Part-time employees who work less than five (5) hours per day are not eligible for benefits. These employees are not eligible to purchase benefits. This applies to employees hired after June 30, 2006.

Hours worked under supplemental contracts do not apply to insurance eligibility.

B. During the term of this Agreement, the present insurance benefits will not be reduced unless agreed to by the Association.

C. It is the intent of the Ottawa Hills School District to comply with the best practice standards required by Ohio Revised Code Section 9.901.

The Ottawa Hills Board of Education reserves the right and responsibility to select the carrier for the following benefits. The OHSSA President will be informed 30 days before any change in carriers takes place.

#### 1. Medical Insurance – Effective 7/1/2015

Benefits (See Appendix B)

Employees participating in the medical insurance plan offered by the Board shall pay 12% of the monthly premium.

Effective July 1, 2017, employees participating in the medical insurance plan offered by the Board shall pay 15% of the monthly premium.

Employees' contributions will be paid monthly through payroll deductions.

#### 2. Prescription Insurance

Prescription copays will be \$5.00 Generic, \$15.00 Preferred Brand Formulary, \$20.00 Non-Preferred Brand Formulary.

3. Dental Insurance

Single Benefits - Board pays 100% premium

Family Benefits - Board pays 100% premium

Benefits will include the following levels of coverage:

Class I (Cleaning and Checkups) - 100% of usual, customary, and reasonable charges

Class II (Fillings) - 90% of usual, customary, and reasonable charges

Class III (Major Restorative Services) - 90% of usual, customary, and reasonable charges

Class IV (Orthodontic Treatment) - 60% of usual, customary, and reasonable charges up to a maximum of \$1,500

4. Vision Care

a. Deductible Amounts

The plan shall provide for the payment of benefits with a \$5 deductible.

b. Maximum Amounts and Services

The plan shall provide for vision examinations every twelve (12) months and lenses and frames once every twelve (12) months.

c. Eligible Expenses

The plan shall provide for the payment of the usual, customary, and reasonable charges for such items as:

- Examinations
- Materials for single vision, bifocal, trifocal, and lenticular lenses
- Frames
- If contact lenses are considered cosmetic in nature, an allowance of \$125 [this amount is equivalent to a \$100 cosmetic contact lens allowance plus a \$30 exam allowance minus a \$5 exam deductible] will be made toward their cost in place of all other benefits for the benefit period, but in no event more than once in any twelve (12) month period.

- d. Premiums
  - Single Benefits – Board pays 100% premium
  - Family Benefits – Board pays 100% premium

5. Life Insurance – Employee Only

The Board shall provide for a term life insurance policy in the amount of \$75,000 for the employee only. The Board shall pay 100% of the premium for this benefit.

6. Liability Insurance

- a. All employees are covered under the Board's liability insurance policy. The Board will pay 100% of the premiums on this policy.
- b. Coverage under the Board's liability insurance policy shall provide \$1,000,000 coverage for each occurrence with \$5,000,000 aggregate coverage, and it shall also provide excess liability coverage in the amount of \$3,000,000 for each occurrence with \$3,000,000 aggregate coverage.

7. Opt-out

Employees may elect not to be covered under the health insurance plan. In consideration of this waiver of insurance coverage, they shall receive one of the following annual payments:

- \$ 800 for a single plan waiver
- \$1600 for a family plan waiver
- \$1200 to an employee eligible for family benefits who chooses to accept single benefits annually

Employees may elect to receive the opt-out payment in lieu of health insurance coverage during each annual open enrollment period, typically during the month of September. This annual payment will be made to the employee at the end of the benefit year, typically the last pay period in August.

8. Health Insurance Committee

The Association and the Board will continue to meet in committee together with representatives of other bargaining units, to discuss health insurance matters affecting employees, to provide input into cost containment options and possible plan modifications, and, on matters on which there is consensus among committee members, to make recommendations regarding health insurance coverage and design options by October 1 of the final year of a negotiated agreement. The Association will choose the

Association representatives who will serve on the committee and will provide the names of the committee members to the Superintendent during the month of May for the following school year.

9. Section 125 Plan Deduction

The Board shall provide an Internal Revenue Service Section 125 Plan. The Board shall be the Administrator (as defined in ERISA) of the Section 125 plan and accounts.

**ARTICLE XXI - COMPENSATION**

A. At the discretion of the Superintendent of Schools, up to three (3) years of prior work experience may be counted for placement on the salary schedule.

B. Index and Salary Schedules

Employees shall be paid in accordance with the index and salary schedules in Appendix A

Beginning in July, 2015, bargaining unit members shall resume advancing one step on the salary schedule, beginning from the step from which they were frozen in July of 2012.

Base Increases:	
July 1, 2015	1.5%
July 1, 2016	1.5%
July 1, 2017	1.5%

C. Longevity Stipends

Employees shall receive longevity pay for completed years of service based upon the following schedule:

Longevity Steps:	
10 - 11 years	\$ 510 per year
12 - 14 years	\$ 585 per year
15 - 17 years	\$ 725 per year
18 - 19 years	\$ 805 per year
20 - 24 years	\$ 1,015 per year
25 and over years	\$ 1,090 per year

This payment shall be made on the last payday in November of each year. For the purpose of this selection, completed years of service shall be determined by the employee's seniority date on the last payday in November. If a bargaining unit member retires or resigns prior to the last payday in November, the longevity

stipend will be prorated. A leave of absence or layoff will not be counted toward years of service.

D. Attendance Incentive

Employees who use no sick days, no more than one personal day, and have no docked days during the period from September 1 through August 31 shall be paid an attendance incentive of \$300 on the first payday in September. Employees who use no sick days, no more than two personal days, and have no docked days during the period from September 1 through August 31 shall be paid \$150 on the first payday in September.

E. Recognition of Excellence

Effective July 1, 2015, there shall be a .50% bonus for each individual based upon the base salary of the employee (hours worked per day times number of days per employee contract in those years in which the ODE "District Report Card" for the previous school year (i.e. school year 12-13 means the 12 report card) designates the district as earning an "A" in the "Indicators Met" category, until such time that the ODE issues an overall letter grade for the District, at which time the bonus will be based upon an overall District letter grade of "A." The .50% bonus is not compounded annually in those years in which it is earned. The bonus shall be paid in a lump sum in the last pay in January. Appropriate taxes and SERS deductions will be withheld.

F. Educational Enhancement Reimbursement

1. Staff Development Funds

- a. Funds will be available through the Director of Instruction and Technology for staff development and training that directly relate to the employee's job assignment or in preparation for another position within the district.

2. College Coursework

- a. Coursework must relate to the employee's current assignment or be in preparation for another position within the district. Typically, this would include acquiring skills and knowledge necessary for advancement to positions closely related to the current assignment or to qualify for and advance to another position which is pertinent to the mission of Ottawa Hills Local School District.
- b. The Board of Education will reimburse a member of the support staff who earns credit toward a certificate of completion or a college

degree from an accredited two-year community or four-year college.

- Reimbursement is for tuition only.
- Course credit reimbursement for tuition is \$275 per quarter hour and \$400 per semester hour.
- Total district reimbursement will be capped at \$4,000 per year for the three years of the current contract, with any unspent monies to be rolled over to the following contract year and added to the current year's \$4,000. The balance available for tuition reimbursement shall not exceed \$10,000 for any given year during the life of this contract. This carryover provision expires at the end of this three-year contract period.
- Reimbursement will not exceed the amount paid by the employee for the tuition.
- No course may be repeated for payment and a grade of "pass" or a minimum of nothing lower than a "C" grade must be earned for tuition reimbursement.

#### G. Direct Deposit

The wages of all bargaining unit employees shall be paid by direct deposit on the 15<sup>th</sup> and the last work day of each calendar month. Employees shall provide the District Treasurer all information necessary for direct deposit.

#### H. Extra-Curricular Passes

Employees will be given passes for the employee and the employee's spouse or guest for all extra-curricular activities at no cost.

Any employee who retires after July 1, 2015, will receive one (1) lifetime pass to all Ottawa Hills extra-curricular activities.

Passes are not transferable.

### **ARTICLE XXII - SERS RETIREMENT PICK-UP**

The Board shall designate each employee's mandatory contribution to the School Employees Retirement System of Ohio as "picked up" by the Board as contemplated by Internal Revenue Service Rulings 77-462 and 81-36, although such contributions shall continue to be designated as employee contributions as permitted by the Ohio Attorney General Opinion 82-097. The amount designated as "picked up" by the Board shall be included in computing final average salary, provided that no employee's total salary is increased by such "pick-up" nor is the Board's total contribution to the School Employees Retirement System of Ohio increased thereby.

## **ARTICLE XXIII - SEVERANCE PAY**

- A. Any member of SERS who, within 150 days of his or her last date of employment within the Ottawa Hills School District, applies for and is granted retirement status shall receive severance payment under the following formula:
- |    |   |  |
|----|---|--|
| 1. | Fewer than 21 years of employment in Ottawa Hills Schools | 30% of accumulated, unused sick leave up to a maximum of 73 days (30% of 244 days) |
| 2. | At least 21 years of employment in Ottawa Hills Schools   | 36% of accumulated, unused sick leave up to a maximum of 97 days (36% of 270 days) |
- B. If the employee dies before retirement, the Board will pay severance pay in accordance with the formula above to the individual designated by the employee as the beneficiary of this payment on forms provided by and on file with the treasurer, or if there is no such designated beneficiary, to the employee's surviving spouse, or, if there is no surviving spouse, to the employee's estate. The beneficiary shall also be paid earned unused vacation.
- C. The retired employee will have the option of receiving severance pay as follows:
1. Entire amount immediately after the official date of the retirement; or
  2. Set up a payment disposal with the treasurer for equal yearly payments of up to three years. This option is subject to Internal Revenue Service approval and/or to future IRS rulings.

## **ARTICLE XXIV - PAYROLL DEDUCTION AND FAIR SHARE FEES**

- A. Fair Share Fee shall be an exclusive right conferred upon the Association as the exclusive bargaining agent. Each employee upon employment and re-employment shall annually either:
1. Sign and deliver to the Association an application for Association membership, and unless annual dues are paid by cash, check, or money order, or other approved method, sign and deliver to the Association an authorization to the Board for payroll deduction of Association membership dues, fees, and assessments. The Board, upon written notice from the President of the Association that an employee has terminated membership, shall forthwith commence the check-off of the representation fee and assessments with respect to the former Association member, and the amount of the fair share fee for the remainder of the school year shall be the annual representation fee and

uniformly applied assessments, less the amount of Association annual dues previously paid through payroll deduction; or

2. In lieu of becoming a member of the Association, the Board shall check off and deduct from the wages of the employee and pay to the Association an annual representation fee.
- B. All contracts of employment for positions in the bargaining unit shall contain the following language:
- “This contract of employment is subject to the Master Contract between the Board and the Association, the terms and conditions of which are incorporated herein by reference as though fully rewritten herein. By signing this contract, I represent that I have been notified of the Fair Share Fee provisions contained in the Master Contract, that I will, if I elect not to become, or remain, a member of the Association, pay to the Association the lawfully prescribed annual representation fees and assessments for service and benefits to be conferred upon me by the Association directly attributable to its representation as my exclusive bargaining agent during the term of my employment by the Board.”
- C. The President of the Association shall within thirty (30) days of official adoption of a uniform assessment fee certify to the Board the amount of the uniform assessment fee.
- D. The Board, upon receipt of the certification of the amount of representation fee and/or assessments, shall automatically begin payroll deduction of the representation fee and/or assessments from the pay of every employee that is a non-member of the Association and is currently employed in the bargaining unit. The Board shall transfer such fee and/or assessments to the Treasurer of the Association within five (5) work days of deduction. The representation fee payroll deduction shall be equally divided over the employee’s pay periods beginning with the employee’s first paycheck of the employment year and lasting through the remaining pay periods for that employment year. The assessment fee payroll deduction shall begin with the second payroll period in January except that the fair share fee deductions shall not be made for bargaining unit members employed after December 31 until the second paycheck, which period shall be the required probationary period of new employees. The remaining payment of the fair share fee dues of the fair share fee participant shall be equally deducted from the remaining pay periods of that participant for that employment year. The failure or refusal of the Treasurer to deduct the representation fee and/or assessments shall not relieve the employee of his/her liability to the Association for the amount of representation fee and assessments.
- E. Upon the effective date of the Agreement, the Board and Association shall jointly notify, in writing, each employee of this Fair Share Fee agreement. Such notice shall have attached thereto a copy of the exact language of this Agreement. The

Board shall payroll deduct the representation fee and/or assessments in accordance with this Section of this Agreement and shall advise each employee of his/her right to challenge the amount of said fee in accordance with federal law as required by Section 4117.09(C) of the Ohio Revised Code.

- F. The Association certifies to the Board that an internal rebate procedure shall be established in accordance with Section 4117.09(C) of the Revised Code, and that a procedure for challenging the amount of the representation fee shall be established and posted for the information of the employees and that such procedure and posting shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.
- G. The Association agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision, provided that:
  - 1. The Board shall give a ten (10) day written notice of any claim made or action filed against the Board by a non-member for which indemnification may be claimed;
  - 2. The Association and the Board mutually agree upon counsel to represent and defend the Board;
  - 3. The Board agrees to (a) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (b) permit the Association to intervene as a party if it so desires, and/or (c) not oppose the Association or its affiliates' application to file briefs amicus curiae in the action; and
  - 4. The Board acted in good faith compliance with the Fair Share Fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such Fair Share Fee provisions herein.

#### **ARTICLE XXV - SAVINGS CLAUSE**

Should the State Employment Relations Board or any court of competent jurisdiction determine, after all appeals or times for appeal are exhausted, that any provision herein is unlawful, such provisions shall be automatically terminated, but all other provisions of the Agreement shall remain in full force and effect.

#### **ARTICLE XXVI- NO STRIKE CLAUSE**

During the terms of this Agreement, any extensions thereof, or the pendency of any settlement procedures as required by Chapter 4117 of the Revised Code, there shall be no lockout, no strike, no sympathy strike, no concerted action in failing to report to duty,

no failure to report to duty, no willful absence from one's position, no stoppage of work, or no slow down. In the event of a strike in violation of the law, the Board shall have full recourse as provided by law.

**ARTICLE XXVII - DURATION OF THE AGREEMENT**

The duration of this Agreement shall be from July 1, 2015, through June 30, 2018.

FOR THE BOARD

FOR THE ASSOCIATION

<u>K. S. Miller</u> Superintendent	<u>04/08/15</u> Date	<u>Julio Rodriguez</u> President	<u>3-24-2015</u> Date
<u>Bradley Johnson</u> President of the Board	<u>4/9/15</u> Date	<u>Joe Snaper</u> Secretary	<u>3-24-2015</u> Date
<u>Wadley A. Home</u> Treasurer	<u>4-8-15</u> Date	<u>Tom [Signature]</u> Labor Relations Consultant OEA/NEA	<u>3/24/15</u> Date

Ratified by Association: March 25, 2015

Ratified by the Board: April 8, 2015

## APPENDIX A

### INDEX AND SALARY SCHEDULES

**Paraprofessional** (Index = 1.00)

Credit Years		Hourly Rate 7/1/15	Hourly Rate 7/1/16	Hourly Rate 7/1/17
0	Step =	13.40	13.60	13.80
1	1.041	13.95	14.16	14.37
2		14.52	14.74	14.96
3		15.11	15.34	15.57
4		15.73	15.97	16.21
5		16.38	16.62	16.88
6		17.05	17.30	17.57
10		17.75	18.01	18.29

**Paraprofessional (2 or 4 Year Degree)** (Index = 1.111)

Credit Years		Hourly Rate 7/1/15	Hourly Rate 7/1/16	Hourly Rate 7/1/17
0	Step =	14.89	15.11	15.33
1	1.031	15.35	15.58	15.81
2		15.82	16.06	16.30
3		16.31	16.56	16.81
4		16.82	17.07	17.33
5		17.34	17.60	17.87
6		17.88	18.15	18.42
10		18.43	18.71	18.99

**Custodian\*** (Index = 1.265)

Credit Years		Hourly Rate 7/1/15	Hourly Rate 7/1/16	Hourly Rate 7/1/17
0	Step =	16.95	17.20	17.46
1	1.031	17.48	17.73	18.00
2		18.02	18.28	18.56
3		18.58	18.85	19.14
4		19.16	19.43	19.73
5		19.75	20.03	20.34
6		20.36	20.65	20.97
12		20.99	21.29	21.62

\*\$.50 per hour for crew chief duties

**Maintenance/Fireman** (Index = 1.48)

Credit Years		Hourly Rate 7/1/15	Hourly Rate 7/1/16	Hourly Rate 7/1/17
0	Step =	19.83	20.13	20.42
1	1.027	20.37	20.67	20.97
2		20.92	21.23	21.54
3		21.49	21.80	22.12
4		22.07	22.39	22.72
5		22.67	23.00	23.33
6		23.28	23.62	23.96
7		23.91	24.26	24.61
15		24.56	24.92	25.27

**Secretary** (Index = 1.48)

Credit Years		Hourly Rate 7/1/15	Hourly Rate 7/1/16	Hourly Rate 7/1/17
0	Step =	19.83	20.13	20.42
1	1.027	20.37	20.67	20.97
2		20.92	21.23	21.54
3		21.49	21.80	22.12
4		22.07	22.39	22.72
5		22.67	23.00	23.33
6		23.28	23.62	23.96
12		23.91	24.26	24.61

## APPENDIX B

<b>Paramount Insurance Company</b>			
<b>Summary of Benefits</b>			
<b>Self Insured HMO</b>			
<b>Ottawa Hills Bd of Ed</b>			
<b>Group Number:</b>	0310010001	<b>Effective Date:</b>	7/1/2014
<b>Benefit Period:</b>	Calendar Year		
<b>Dependent Child Limiting Age:</b>	Dependent children are covered until the end of the month they turn age 26. Coverage for Dependent children who meet certain Ohio eligibility conditions may be extended upon the written request of the Subscriber until the end of the month the Dependent child turns age 28. Paramount believes this plan is a Large Group grandfathered health plan under the Patient Protection and Affordable Care Act.		

	Paramount HMO Network
Deductible:	\$150 Single/\$300 Family
Out-of-Pocket Copayment Limit:	\$1,500 Single/\$3,000 Family
Covered Services:	All Covered Services not listed below are subject to 15% Coinsurance.
Primary Care Physician Office Visits:	\$15 Copayment per Office Visit.
Specialist Physician Office Visits:	\$25 Copayment per Office Visit.
Inpatient Hospital:	15% Coinsurance
Outpatient Surgical Facility:	15% Coinsurance
Outpatient Physical/Occupational/Speech Therapy:	15% Coinsurance up to 30 Visits per Member.
Emergency Room Facility:	\$100 Copayment. Waived if admitted.
Urgent Care Facility:	\$15 Copay
Ambulance:	Emergency – 15% Coinsurance
Skilled Nursing Facility Days:	Unlimited Days
Mental Illness/Substance Abuse:	Covered Services are subject to the same Deductible, Copayments and/or Coinsurance as any other physical disease or condition.
Durable Medical Equipment:	Covered in Full, subject to Medicare Part B guidelines.
Prosthetic Devices:	Covered in Full, subject to Medicare Part B guidelines.
Infertility:	30% Coinsurance.
Contraception Services:	Covered, subject to applicable copayment.
Foot Orthotics Rider:	Covered for foot orthotics that do not meet Medicare criteria; subject to DME benefit limit.
Private Duty Nursing Rider:	Coverage not available.
Chiropractic Services Rider:	\$10 Copay per Visit up to 40 Visits.
Hearing Aid Rider:	\$700 toward the purchase of hearing aid(s) every 36 months (or every 3 calendar years under Paramount Elite).
Vision Hardware Rider:	Coverage not available.
Additional Rider A:	Coverage not available.
Additional Rider B:	Coverage not available.
Additional Rider C:	Coverage not available.
Preventive Health Services:	Covered in full.

# APPENDIX B

## **Notice Concerning Coordination of Benefits**

If you or your family members are covered by more than one health care plan, you may not be able to collect benefits from both plans. Each plan may require you to follow its rules or use specific doctors and hospitals, and it may be impossible to comply with both plans at the same time. Read all the rules very carefully, including the Coordination of Benefits section, and compare them with the rules of any other plan that covers you or your family.

## **Restrictions on Choice of Providers**

All services described in the Summary of Benefits must be provided, arranged or authorized by your Primary Care Provider except for Emergency Medical Conditions. In the event you are referred to a non-Participating Provider, Prior Authorization must be obtained from Paramount by your Primary Care Provider except in an emergency. In order to receive services through someone other than your PCP or a Participating Provider these restrictions apply: 1)All services must be deemed Medically Necessary by Paramount; 2)Services (except for Emergency medical Conditions) must be approved in advance by Paramount's Medical Director; and 3)All services must be those which cannot be provided by or through a Paramount Participating Provider. The services of chiropractors are not covered unless an optional rider has been purchased.

## **Principal Exclusions and Limitations**

Exclusions include, but are not limited to: dental services, dental treatment of TMJ, growth hormones, custodial care, convenience care items, experimental/investigational services, routine foot care, cosmetic surgery (except to restore functioning), assisted reproductive technology including but not limited to: in vitro fertilization, GIFT, ZIFT, infertility drugs, surrogate pregnancy and other assisted reproductive technology unless specifically required by state regulation. The Summary of Benefits is an outline of Deductibles, Copayments, Coinsurance and limits. For complete details on Paramounts Benefits, refer to your Ohio Member Handbook, the Group Medical and Hospital Service Agreement or call our Member Service Department at(419) 887-2525 or toll-free at 1-800-462-3589. TTY services for the hearing impaired are available by calling 1-888-740-5670. You may also visit our web site at [www.paramounthealthcare.com](http://www.paramounthealthcare.com)

All Covered Services are subject to Medical Necessity. Refer to the Group Medical and Hospital Service Agreement, Sections I through V for further details.

## **Deductible and Out-of-Pocket Copayment Limit**

A Deductible is the amount you must pay for Covered Services within each Contract or Calendar Year before benefits will be paid by Paramount. If your plan has a Deductible, it is stated above. Preventive Health Services and Covered Services requiring a Copayment are not subject to the Deductible. The Out-of-Pocket Copayment Limit is the maximum amount of Copayments and Coinsurance including the Deductible (if any) you pay every Contract or Calendar Year. Copayments and Coinsurance for Supplemental Health Services such as substance abuse, home health care, durable medical equipment, prosthetic devices, vision hardware, prescription drugs and any penalties do not count toward the Out-of-Pocket Copayment Limit.

## **Official Terms of Enrollment and Health Benefits**

See Paramount Health Care [Member Handbook - Grandfathered](#) / [Member Handbook Non Grandfathered](#) and [Health Care Reform Amendment Grandfathered](#) / [Health Care Reform Amendment Non-Grandfathered](#).

## APPENDIX B

<b>Prescription Drug Rider</b> <b>Summary of Benefits</b> <b>JEFFERSON HEALTH PLAN / OTTAWA HILLS BOARD OF EDUCATION</b>		
Drug Formulary :	CVS / Caremark	
Copay Type :	3-Tier	
DAW Status :	Generic Substitution Generic Drugs, when available, will be dispensed in place of a Brand Name Drug. If the Physician has specified "Dispense as Written" (DAW) for a Brand Name Drug, you will pay the highest Drug Copayment within your Copayment Arrangement listed below. If you request a Brand Name Drug and the Physician has not specified DAW, you will pay the difference between the Brand Name Drug price and the Generic Drug price, plus the highest Drug Copayment within your Copayment Arrangement listed below.	
Non-Participating Pharmacies :	Not Covered	
	<b>Retail Pharmacy</b>	<b>Mail-order Pharmacy</b>
Day Supply :	30	90
Generic Copay :	\$5	\$10
Preferred Brand Copay :	\$15	\$30
Non-Preferred Brand Copay :	\$20	\$40
	<b>Additional Benefits and Programs</b>	
Contraceptives / Birth Control Drugs :	Applicable Copay Applies	
HMO Specialty Drug Program :	20% Coinsurance up to a maximum of \$50. Specialty drugs are available through a limited specialty network and not available through standard mail-order program.	

# APPENDIX C

## Negotiated Agreement Between Ottawa Hills School Support Association and The Board of Education of Ottawa Hills Local Schools July 1, 2015 through June 30, 2018

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