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EDISON

AGREEMENT BETWEEN

EDISON BOARD OF EDUCATION

AND

EDISON OAPSE LOCAL 350

EFFECTIVE JULY 1, 2016

THROUGH JUNE 30, 2018



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ARTICLE 1 AGREEMENT

Section 1. Agreement

This Agreement is made and entered into by and between the Edison Board of Education, of Milan, Ohio, hereinafter referred to as the "Board", and the Edison Classified Employees, Local No. 350, OAPSE/AFSCME/AFL-CIO, hereinafter referred to as the "Association".

Section 2. Invalidity by Law

In the event any of the terms or provisions of this Agreement shall be or become invalid or unenforceable by reason of any Federal, State, or Local law, directive, order, rule or regulations now existing or hereinafter enacted or existing or any decision of a court of last resort, such invalidity or unenforceability will not affect or impair any other provisions hereof.

Notwithstanding other provisions of this Agreement, if any of the terms or provisions of the Agreement shall be or become, invalid or unenforceable as aforesaid, the parties hereto shall, upon mutual consent, enter into negotiations in accordance with the Negotiations Section of this Agreement for the purpose of negotiating replacements for the terms or provisions so invalidated.

Section 3. Compliance

The Board, the Association, and each classified employee shall do everything required to comply with all laws and regulations of the State of Ohio, the United States Government or any agency and subdivision thereof, and executive orders of the President of the United States pertaining to all matters of mutual involvement.

Section 4. Negotiations

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement.

Section 5. Previous Agreements

This Agreement supersedes and cancels all previous Agreements, verbal or written or based on alleged past practices, between the Board and the Association and constitutes the entire Agreement between the parties.

Section 6. Amendments

Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing and signed by both parties.

Section 7. Grammatical Changes

Both parties will mutually agree to change all applicable dates, grammatical errors, headings, article placements, and numbering as needed.

**ARTICLE 2
DURATION OF THE AGREEMENT**

This Agreement constitutes the entire Agreement between the parties and shall remain in full force and effect from July 1, 2016 to June 30, 2018, and shall continue in full force and effect from year to year thereafter unless written notice of a desire to modify or terminate this contract is served by either party upon the other according to the terms in the Negotiations section of this Agreement.

**ARTICLE 3
RECOGNITION**

Section 1. Exclusive Bargaining

Recognition of Local No. 350 OAPSE/AFSCME/AFL-CIO as the sole and exclusive bargaining agent for classified employees as enumerated herein, shall be for the duration of the within Agreement.

Section 2. Elections

In the event that a proper petition is filed with the board, employees recognized under this Agreement may petition the State Employment Relations Board to hold a competitive election no sooner than 120 or later than 90 days prior to the expiration of the Agreement. The petitioning for the conducting of said election shall be carried out under the rules and regulations as established under Section 4117.07 (A) O.R.C.

Section 3. Membership

For purposes of this Agreement the following are included in the bargaining unit: all non-administrative, non-supervisory, regular employees in the classification: bus driver, bus monitor, school aide-monitor, clerk-typist, cook, custodian-operation, custodian-maintenance, food service manager, kitchen helper, library assistant, teacher aide and transportation dispatcher.

Section 4. Other Organizations

The Edison Local Board of Education will not recognize any other outside organization or union for purposes of collective bargaining or negotiating.

**ARTICLE 4
NO STRIKE NO LOCKOUT**

The Board and the Association commit themselves to orderly administration of their relationship in accordance with this Agreement. To that end, the Association agrees there shall be no strike or slow down and the Board agrees there shall be no lock out during the term of this Agreement and any extension thereof.

**ARTICLE 5
ASSOCIATION RIGHTS**

Section 1. Association Rights

The Association shall have the following rights as the sole organization representing the bargaining unit:

1. To use the facilities of any building for meetings, without fee, upon notification and prior approval of the administrator in charge of such building. Permission to use such facilities shall be given as long as it does not interfere with school or school business and any previously authorized activity in said building.
2. To use the inter-school mail system in the school's offices to distribute Association bulletins, newsletters, or other circulars, consistent with building and school district procedures, providing such mails is designated as OAPSE mail.
3. To use Board-owned equipment including typewriters, calculators, duplicating equipment, public address equipment, audio visual equipment at times which do not interfere with the operation of the school system. Any expendable supplies such as duplication paper, etc. will be reimbursed to the Board.
4. To use bulletin boards in employee lounges or workrooms to disseminate information to members, providing the materials posted are identified as Association postings.
5. School telephones should be used for school purposes, however the Board recognizes that from time to time employees must use school phones for personal business and Association members must use school phones to conduct OAPSE business. Such phone calls should not interfere with school operations and/or employee activities. Toll calls and/or calls that are assessed a fee must be made with an employee or Association call card.
6. The Board will provide the Association with Board agenda materials prepared for distribution to the public prior to the start of each Board meeting. The Board will also provide the Association with a copy of the financial reports each month.
7. Upon request the Association will be placed on the agenda to address the Board at Board meetings.
8. The Classified Employee-Superintendent Advisory Committee (CE-SAC) consisting of not more than six (6) employees and three (3) administrators shall meet four (4) times during the school year to review and discuss matters of concern. This Committee will be the only one functioning in this classified staff advisory capacity to the Superintendent.
9. To allow the President of the Association or his/her designated official to visit schools. Upon his/her arrival he/she shall notify the Principal of his/her presence. Visits that are made to discuss special concerns of employees must be arranged mutually in advance with the Principal. The visits to the schools must not interfere with duties assigned by the Board and Administration. The president or his/her designee of Local #350 will meet with all newly hired employee(s).
10. The Board shall provide adequate lunch, rest room, lounge, work, storage, telephone, and duplicating facilities for use by employees of each building.
11. No member of the Bargaining Unit will be required to dispense medication and/or perform medical procedures.
12. Only those Custodians who have been properly trained and provided with the proper and

necessary materials will be required to deal with the clean up of bodily fluids.

13. All members working second shift will be given one hour to attend Union Meetings on a monthly basis without loss of pay.

The Association agrees that all of the functions, rights, powers, responsibilities, and authority of the Board regarding its operation and the direction of its employees are the exclusive right of the Board except as expressly limited by the terms of this Agreement.

ARTICLE 6 BOARD RIGHTS AND RESPONSIBILITIES

Section 1. Board Rights

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 Board, 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 operation;
4. Determine the overall methods, process, means, or personnel by which 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 school district;
8. Effectively manage the work force;
9. Take action to carry out the mission of the school district;

Section 2. Reserved Rights

The Board reserves the right to exercise the foregoing rights, powers, and authority through the adoption and enforcement of policies, rules, regulations and practices, and further reserves the right to change those policies, rules, regulations and practices throughout the term of the written Agreement and thereafter at the sole discretion of the Board, and to use its sole and unfettered judgment and discretion excepting that no action of the Board may abridge any provision of the within Agreement.

Section 3. Right of Association

Regular classified personnel have the right to join in, participate in, and assist the Association and the right to refrain from such. Membership in the Association shall not be a prerequisite for employment or continuation of employment of any employee.

ARTICLE 7 NEGOTIATIONS

Section 1. Commencement of Negotiations

Negotiations may be commenced by either party serving written notice on the other party of its desire to negotiate a new Agreement. Such notice shall not be served before March 10 or after March 30 of the year in which the Agreement expires and shall outline their intent to bargain as defined in Chapter 4117 O.R.C.

Section 2. Negotiation Meetings

1. The first meeting shall be scheduled within ten (10) days of the receipt of notice requesting negotiations and the first meeting shall be held no later than twenty (20) days from the receipt of notice unless mutually agreed otherwise. The receipt of notice shall be the Superintendent or the President of the receiving party.
2. At the first meeting, the list of items to be negotiated will be made, listing the items submitted for negotiations by both the Board and the Association. Unless mutually agreed upon, any and all changes to the negotiated contract not specifically addressed in the initial proposals between Edison Local School District Board of Education and OASPE Local #350 will stay as per the current Negotiated Contract.
3. Once the list to be negotiated is approved by both negotiation teams, no new matters shall be introduced for consideration during the course of this negotiations meeting without mutual consent of both teams.
4. All meetings shall be held at a mutually agreed time and place during school hours whenever possible.
5. Negotiation meeting shall be in executive session.
6. During the course of negotiations, items tentatively agreed to shall be reduced to writing and initialed by a representative of each negotiating team. Initialing signifies a tentative agreement on that item pending continuing successful progress of negotiations. Therefore, nothing precludes either party from reopening or withdrawing an initialed item as negotiations progress. Initialing will in no way indicate agreement which is binding on either negotiating team until ratified pursuant to the Agreement.
7. Each negotiation team shall have no more than six (6) members.
8. Each negotiation team may use no more than two (2) consultants per meeting
9. Each team will be allowed two (2) observers, and each team will be responsible for the conduct of their own observers.
10. No other person or persons shall be present during the negotiations meeting unless mutually agreed upon by members of both negotiation teams. Agreement shall be in writing.

11. Either team may declare a recess when it appears that meaningful progress cannot be attained. A recess can only commence after mutual agreement for the time and place for the continuation of the negotiations has been determined and item agreement (see 6) has been followed. A recess shall be for no more than three (3) days. (Exclusive of Saturday and Sunday), unless extended by mutual consent
12. Either team may call for a caucus at any time. A caucus shall not be for longer than thirty (30) minutes unless an extension is mutually agreeable to both teams.
13. Members of the respective negotiations team have the power and authority to negotiate, that is to make proposals, consider proposals, and make concessions in the course of discussion.
14. During the period of consideration, interim reports of progress may be made to the Association by its representatives and to the Board and Administrators by the Board's negotiating representatives. Also, the chairman of either negotiating team may request and shall be granted an audience with the opposite membership for the purpose of reporting progress on negotiations.
15. During the course of negotiations meeting, joint study committees may be created by mutual consent of the negotiations teams. Members of the study committee will be determined by members of the negotiations teams. The purpose and particular assignment shall be stated at the time the study committee is created as well as the time for a report of the findings.
16. While negotiations are in process, news releases shall be made only with mutual agreement of the negotiations teams.

Said releases shall be in writing and each team shall have a copy of the statement prior to release. Agreement on news release shall be the last item of every negotiation session.

Section 3. Agreement Ratification

When Agreement is reached on the items being negotiated, a final written copy shall be submitted to the Association for ratification and then to the Board at its next regular or special Board meeting.

Section 4. Definitions

- Ad Hoc Study Committee (joint study committee) - A group given a specific assignment to develop a more meaningful understanding of a given area to assist the negotiating teams in coming to a mutual agreement. The responsibilities of such study committee shall be determined by the negotiations teams at the time that the study committee is organized.
- Information reported by the study committee shall be advisory only and not a directive or in any way impose a recommendation of compliance to members of the negotiations teams.
- Board of Education - The local Board of Education duly elected by residents of the local school district.

- Caucus - A limited break in the negotiations session.
- Consultants - Advisors to the negotiations team. Individuals who, -due to special training, experience and talents have abilities to assist in clarifying points under consideration and to assist in resolving misunderstandings.
- Day - A calendar day.
- Executive Session - A meeting with admittance to be limited to the discretion of the participants calling the meeting
- Good Faith - The willingness to consider, propose, make concessions and counterproposals in an effort to reach a mutually agreed upon position. Good faith requires the participants in the negotiations to provide good and sufficient reasons to proposals and counterproposals. Good faith does not mean that either negotiating team is given authority to make final commitment for the Local Board of Education or the Association.
- Impasse - A deadlock on given item(s) under consideration in negotiations. Impasse is reached when either party determines that further negotiations seem impossible of producing a satisfactory agreement.
- Negotiations - To confer, discuss, propose, consider, make counterproposals, in good faith, in an effort to reach mutual agreement on items under consideration.
- Negotiations Meeting Period - The period of time when negotiations is recognized to be taking place.
- Negotiations Session - The actual conferring of the representatives of the Local Board of Education and the Association.
- Negotiations Team - The body of official representatives of the Local Board of Education or the Association.
- News Release - A report on the status of negotiations, given directly to public news media personnel...i.e., the newspaper, radio or television news bureau.
- Observers - Individuals from the Board, Administration, and the Association that may observe a negotiations meeting. They will not participate at the table or in caucus.
- Progress Report - Reports made to the Local Board of Education or the Association while negotiations are in progress.
- Recess - The period of time between negotiations sessions once the negotiation meeting has commenced.

**ARTICLE 8
IMPASSE**

Section 1. Responsibilities

The parties pledge themselves to negotiate in good faith and, in the event agreement is not reached, to utilize in good faith such mediatory facilities as herein provided.

Section 2. Federal Mediation and Conciliation Services (FMCS)

If after sixty (60) calendar days from the first negotiation session agreement has not been reached on all items under negotiation, either party may call for the services of the Federal Mediation and Conciliation Services to assist in negotiations. If a party calls for Mediation involvement, the other party shall join in a joint request. Whatever costs and expenses may be involved for the Federal Mediation and Conciliation Services will be shared equally by the Board and Association. The Board and the Association agree that the aforementioned Federal Mediation shall supersede all other dispute settlement procedures contained in Chapter 4117.14 O.R.C.

**ARTICLE 9
GRIEVANCE PROCEDURES**

Section 1. Definitions

A "grievance" is a claim by a member of the bargaining unit that there has been a violation, misapplication or misinterpretation of one (1) or more of the provisions of this Agreement. In the event that such a violation, misapplication, or misinterpretation of the agreement affects a group of employees, the Association may file a grievance on behalf of the group, in which case the Association shall be the grievant, providing the grievants are identified and the grievance arises out of a specific fact situation which impacts on one (1) or more persons in the Association.

An "aggrieved" person or persons is an employee or employees having a grievance. The Association shall appoint a Grievance Committee and designate one (1) or more representatives for grievance procedures in each school building. Any employee may consult this representative for assistance.

A "day" in this section shall mean a work day, which is any day that the Board office is open for public business.

The number of days indicated at each level shall be considered as maximum and should be adhered to in expediting the procedure, unless otherwise extended by mutual agreement of the parties.

When it is specified in the procedure that an action shall be accomplished within a specified number of days, the first day of the time period shall be the first day immediately following the day of the event which causes the time period to begin.

During the months school is not in session, grievances will be processed by using calendar days at all levels.

Any grievance process initiated during the school year, yet incomplete prior to the end of the current school year, will continue into the summer months unless undue hardship is shown

by either party.

Section 2. Purpose

The purpose of this procedure shall be to obtain at lowest level and in the shortest period of time, equitable solutions to grievances which may arise from time to time.

Section 3. General Provisions

Both parties agree that grievance proceedings should be handled in as confidential manner as may be appropriate to any level of the procedure.

Nothing contained herein shall be construed as limiting the individual rights of an employee having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication, without intervention and/or consultation of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

Record of the grievance proceedings shall be confidential information, and shall be filed separately from the personnel files of the participants.

Representation of choice may be used by any party involved in the grievance procedure at any level.

For the purpose of this grievance procedure, the Food Service Supervisor shall be the "Immediate Supervisor" for cafeteria employees, Director of Construction and Maintenance for maintenance employees, Transportation Supervisor for all bus drivers and bus aides, and School Principals for educational aides, monitors, and custodial employees.

Section 4. Procedure

An aggrieved employee shall initiate action within twenty (20) days of the event or condition upon which the grievance is based. The aggrieved employee may institute or establish his/her grievance with the appropriate administrator or supervisor. The appropriate administrator and/or their representative shall be interpreted as the individual whom the grievance is filed against or with the filed against administrator who has the authority and/or capacity to grant relief sought. Lack of adherence to the time limits by the administration will result in the grievance being processed to the next level. Time limits may be extended only by mutual agreement of all parties concerned.

Level One (Informal)

Within twenty (20) work days of an event or condition that an individual considers a grievance, he/she shall discuss the problem with his/her immediate supervisor, or with the principal to resolve the problem without filing a formal grievance.

Level Two (Formal)

In the event the aggrieved person is not satisfied with the disposition at Level One, or no decision has been rendered within five (5) work days after the informal meeting, he/she may inaugurate the formal proceedings.

In all levels of the formal proceedings, official Grievance Report Forms, shall be made in triplicate; one (1) for the aggrieved; one (1) for the administration; one (1) for the Association. Should the aggrieved person choose to file a formal grievance, he/she must initiate the process by the filing of a formal Grievance Report Form within five (5) work days after the initial five (5) work day period following the informal meeting.

Within five (5) work days of the filing of a formal Grievance Report Form at Level Two, the Principal/Immediate Supervisor shall meet with the grievant to discuss the issues stated in the grievance. The disposition by the Principal or immediate supervisor shall be attached to the Grievance Report Form in triplicate within ten (10) days after such meeting.

Level Three

If the aggrieved person is not satisfied by the disposition of the Principal or Immediate Supervisor, he/she may seek a hearing with the Superintendent within five (5) work days after the written disposition in Level Two, by completing Level Three of the Grievance Report Form in triplicate and submitting it to the Superintendent.

Within the next five (5) work days a hearing shall be arranged between the aggrieved, the Superintendent, and other parties that may be needed to give information relative to the claim.

The disposition of the Superintendent will be completed within ten (10) days of this meeting.

Level Four

If the Association is not satisfied with the disposition of the grievance by the Superintendent, the Superintendent and the Association may mutually agree to refer the grievance to mediation (FMCS). The Association must notify the Superintendent within five (5) working days following the decision at Level III, if it is interested in considering mediation. All costs associated with mediation shall be equally divided amount the parties. If either party becomes dissatisfied with the mediation process, it can notify the other party of its intent to terminate mediation. The Association shall have ten (10) working days from the date mediation is terminated to elect to proceed to Level V.

Level Five

If the aggrieved person is not satisfied by the disposition of the Superintendent, he/she may seek a hearing with the Board of Education within five (5) days after the written disposition in Level Four, by completing Level Five of the Grievance Report Form in triplicate and submitting it to the Treasurer of the Board of Education. Within the next thirty (30) days a hearing shall be arranged between the aggrieved and the Board of Education or his/her designee. The disposition of the Board of Education will be completed within ten (10) work days of this meeting.

Further Appeal

If the aggrieved person is not satisfied by the disposition of the Board, he/she may appeal in the proper court of jurisdiction under the provisions set forth in the Ohio Revised

Code.

Section 5. Miscellaneous

- 1: No classified employee may be represented by any labor organization other than OAPSE in any grievance procedure initiated pursuant to this contract.
2. A grievance may be withdrawn at any level without prejudice.
3. No reprisals of any kind shall be taken by or against any party or any participants in the grievance procedure by reason of such participation.
4. Copies of all documents, communications or records dealing with a grievance shall be furnished to all parties to a grievance. In addition, on records, documents, or communications concerning a grievance shall be placed in the personnel files of any of the participants.
5. Forms for filing and processing grievances shall be cooperatively designated (by OAPSE and Administration) and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.
6. An official closed file of materials pertaining to the grievance shall be established upon final resolution of the grievance. This file shall be open only upon consent of the aggrieved person.

After two (2) years retention these materials shall then be destroyed.

7. Records of the grievance shall be kept confidential unless the aggrieved agrees in writing to the contrary.
8. In order to expedite grievances common to a number of employees, they may be processed as a single grievance in the same manner as if an individual were filing the grievance. Any group grievance shall set forth the names of all persons in the group and their assignments.
9. Unless mutually agreed otherwise, all grievance hearings shall be held outside of the normal working hours of the grievant or grievants involved so as not to interfere with their working responsibilities. A representative of the Association may accompany and represent the grievant employee at all steps of the grievance procedure.
10. If a grievance is not answered by an Administrator within the time limits specified, the grievance shall be resolved in favor of the employee's requested resolution.
11. Any grievance not advanced to the next level by the grievant within the time limit in that level, shall be deemed resolved by the Administration's last answer.
12. In the event a grievant chooses to have a grievance processed without participation of the Union, such grievant shall be liable for any expense incurred thereby.
13. Any grievance must be filed on the authorized form.
14. The agreed to grievance form shall be made available to any employee(s) requesting such, either through his supervisor or association representative.

15. All claims for back salary shall be limited to the amount of salary that the grievant would otherwise have earned, less unemployment, workmen's or disability compensation, that he may have received during the period of the back salary.
16. OAPSE has the exclusive right to file grievances, be present for the adjustment of grievances, and determine whether to proceed to the Common Pleas Curt Step of the procedure.

ARTICLE 10 REDUCTION IN FORCE

Section 1. Circumstances

If it becomes necessary to reduce the number of employees in a job classification due to return to duty after leaves of absence, financial reasons, decreased enrollment of pupils in the district, suspension of schools, or territorial changes affecting the district, the following procedure described under this Article shall govern such layoff.

Section 2. Minimizing Reductions

The number of people affected by reduction shall be kept to a minimum by reducing employees not under continuing contract, not employing replacements, insofar as practical, of employees who resign, retire or otherwise vacate a position.

Section 3. Order of Reduction

Whenever it becomes necessary to lay off employees for the reasons stated in Section 1, affected employees shall be laid off according to seniority within the classification according to contractual status (limited contracts first) and according to actual seniority within the classification rather than district-wide seniority, with the least senior employee in the classification to be laid off first.

Section 4. Classifications

Classifications for the purpose of this Article shall be defined as follows: all non-administrative, non-supervisory, regular employees in the classification: bus driver, bus monitor, transportation dispatcher, school aide-monitor, clerk-typist, cook, custodian-operation, custodian-maintenance, food service manager, kitchen helper, library assistant, and teacher aide.

Section 5. Recall

First recall of affected employees shall be by seniority within the classification, with the most senior employee recalled first. No employee whose continuing contract has been suspended under this Article shall lose the right to restoration because the employee declined recall to a position requiring fewer regularly scheduled hours of work than required by the position the employee last held while employed in the school district. Limited contract employees shall remain on a recall list for twenty-four (24) months subsequent to a layoff. A laid-off employee shall at all times have the obligation of notifying the Treasurer's office of his/her current residence address.

Section 6. Seniority

Seniority for purposes of reduction in force and recall shall be defined as the uninterrupted

length of continuous service with the school district in a particular job classification listed in subsection 4 and computed from the latest date of hire (Board action) or appointment to the classification.

Should two or more employees have the same hire date, seniority ranking shall be determined by drawing the highest card for a single suit of cards. The "Ace" is the highest card and the "Two" is the lowest card.

Section 7. Displacement Rights

Any bargaining unit member on a continuing contract and who works for more than thirty hours per week that is reduced or displaced by a layoff shall be eligible to displace a full time employee with the least classification seniority within their current job classification. Any part time employee(s) whose job is eliminated by reduction in force shall have the right to displace a part time employee with the least classification seniority within their current job classification. The least senior displaced full time employee in a classification may in turn displace the least senior part time employee if that part time employee has less seniority.

Any more senior employee who chooses not to displace a less senior member of a job classification may volunteer to be placed on a recall list.

Section 8. General Provisions

- a. Authorized leaves of absence do not constitute an interruption in continuous service, but the time on leave does not count in calculating years of service.
- b. An employee affected by reduction in force will be notified no less than thirty days before his/her effective date of layoff.
- c. Recalls to eligible positions shall be sent by certified mail by the Treasurer to the laid off employee's current address that is on file.
- d. The laid off employee has ten (10) calendar days of receipt of the recall notice to accept the position and to notify the Superintendent in writing.
- e. An employee shall, lose his/her recall rights, if the employee fails to respond to the notice of recall within ten calendar days or if the position offered to a continuing contract employee is equal in hours to the employee's previous position.
- f. During a period of reduction in force, vacancies in classifications in which a lay off occurred shall be offered first to those employees not on the recall list in accordance with Article 19 (Transfers/Vacancy Notices). However, an employee on recall may apply for Board vacancies with the same rights and privileges as any bargaining unit member. Vacancies which are not filled after this procedure shall then be offered to employees in reverse order of layoff. The employee shall be notified by certified mail addressed to the employee's last known address.

ARTICLE 11 SENIORITY

Section 1. Definition

Seniority shall be an employee's uninterrupted length of continuous service within a classification with the Employer, except for the purposes of Reduction in Force under Article 10.

Section 2. Seniority List

Within thirty (30) days after the signing of the Agreement, the Employer shall provide the Union with a copy of a current seniority list. The Union may meet with the Employer to review the list whenever necessary to correct and/or review the same. The seniority list shall contain, in order of seniority, names and dates of hire of each employee.

An updated list of seniority shall be given to the Association President each school year by the Superintendent.

Section 3. Broken Seniority

Seniority shall be broken when an employee:

1. Quits or resigns
2. Is terminated or non-renewed
3. Fails to report for work when recalled from layoff within fourteen (14) calendar days from the date on which the employer sends the employee notice by registered mail (to the employee's last known address as shown in the employer's records).

Section 4. Computation of Seniority

Seniority shall be computed from the first day of actual work that the employee is granted regular employment by a vote of the Board.

Section 5. Employment Contracts

All contracts for bargaining unit members will conform with the provisions of 3319. O.R.C.

ARTICLE 12 LEAVES

All bargaining unity members who are employed less than eight (8) hours shall have all leave time calculated in hours rather than days. The leave time will be prorated based on hours worked.

Section 1. Association Leave

The Association will be granted two (2) days of leave per year without pay deduction for two (2) employee(s) to attend OAPSE conferences/functions. The President of the Association shall request the leave and furnish the name of the employee(s) to the appropriate supervisor at least three (3) days prior to the leave day.

Section 2. Assault Leave

1. An employee absent from work due to a physical disability resulting from an assault by a student shall be granted leave with pay and without deduction from sick leave for the limit of that disability not to exceed fifteen (15) days. The disability shall be physical in nature and shall be medically verified as rendering the employee incapable of performing his/her assigned employee duties. In case of dispute, medical verification is defined as the majority opinion of 3 independent physicians certified in the field of medicine most appropriate to care for the specific disability. The employee shall choose one physician, the Board shall choose one physician and the third shall be chosen by the other two physicians.

Examining costs not covered by insurance will be paid in full by the Board for all cases

decided in favor of the employee.

2. To qualify for assault leave the employee must be in full duty status at the time the assault occurs.
3. Assault leave will not be granted in the instance that a court of competent jurisdiction finds the employee guilty of assaulting the student.
4. The employee applying for assault leave shall report, or have reported by another, the details of the assault to the school principal within twenty-four (24) hours of the assault or as soon thereafter as reasonably possible.
5. The victim of the assault shall cause to be filed a criminal complaint against his/her assailant and cooperate fully with the criminal justice system in preparing and prosecuting the case against the alleged assailant.
6. If the cooperation required by the above Subsection requires the employee to miss time from work after he/she has returned from assault leave, such employee shall be paid wages by the Board for the missed time without deduction from any other leave benefit.

Section 3. Bereavement Leave

1. In the case of death in the immediate family, the employee may have up to two (2) days paid leave. At the discretion of the Superintendent, this period may be extended due to responsibilities, and the like.
2. Absence for the first two (2) days of bereavement leave shall not be deducted from sick leave.
3. The immediate family shall include the employee's spouse, partner, children (including foster and/or adopted), mother, father, sister, brother, grandparents, grandchildren, step child, step parent, aunt, and uncle or any person who is a permanent member of the employee's household, and in-laws bearing any of the above relationships.
4. In the event the bereavement leave period is extended for more than two (2) days, the extended leave must be approved by the Superintendent, and the ensuing days absent will be deducted from sick leave.
5. A bargaining unit member shall be allowed one (1) day of absence without loss of regular pay (but no more than one (1) day per occurrence), chargeable to sick leave, to attend the funeral of other relatives and personal friends.

Section 4. Child Care Leave

1. An employee with three or more years of service in the Edison Local Schools shall be granted an unpaid child care leave to care for a natural or adopted child in accordance with the following specifications:
 - A. The employee shall apply in writing to the Superintendent or his/her designated representative not later than twenty (20) school days prior to the beginning date of the requested leave of absence. The written application shall specify the proposed dates the leave is to commence and terminate, but in each case the dates approved by the

Superintendent shall be those least disruptive to the educational process.

- B. A child care leave shall not be granted beyond the balance of the school year, however, the child care leave may be renewed for one (1) additional contract year, upon the recommendation of the Superintendent and with the approval of the Board. An employee requesting reinstatement from a child care leave shall submit such request in writing not later than April 1 of the contract year preceding the anticipated return to work.

Failure to provide the written request to return from child care leave prior to April 1, will result in termination of the employee's contract.

- C. Once the leave is approved by the Superintendent and the Board, it may be altered or canceled with the approval of the Superintendent, the Board, and the applicant.
2. An employee on child care leave shall not be entitled to advancement on the salary schedule for the period of absence, nor shall any sick leave accrue during that time.
 3. Upon returning from leave, every reasonable effort to return the employee to an assignment comparable to that held prior to the leave will be made.
 4. An employee on Child Care Leave shall be entitled to maintain health care coverage through exercise of the employee's COBRA rights. Upon an employee's return to duty, eligible group insurance coverage shall become effective on the employee's first day of work.
 5. Time spent on Child Care Leave shall be counted towards and run concurrent with an employee's FMLA leave.

Section 5. Family and Medical Unpaid Leave

1. An employee with at least 12 months (a minimum of 1,250 hours during that period) of service in the Edison Schools shall be granted the maximum of a 12-week, unpaid family medical leave (during each 12-month period) for: 1) the birth and first-year care of a child; 2) the adoption or foster placement of a child; 3) the serious illness of a member of the employee's immediate family, and 4) the employee's own serious health condition that keeps the employee from performing the essential functions of his or her job in accordance with the following specifications:
 - A. The employee shall apply in writing to the Superintendent or his/her designated representative not later than thirty (30) days prior to the beginning date of the requested leave of absence, if leave request is foreseeable. The written application, requiring Superintendent's approval, shall specify the proposed dates the leave is to commence and terminate, with every attempt being made to select those dates least disruptive to the educational process and district operations. The Board may require the employee to provide certification from a health care provider containing verification in accordance with the Family Medical Leave Act if he or she requests a medical leave.
 - B. While on family medical leave, the employee will continue to receive the same group

health coverage that he or she had while employed. The Board will pay for this continued group health coverage to the same extent that the Board paid for the coverage that each employee had before beginning his or her leave.

- C. Serious health condition is defined as an illness, injury, impairment, or mental condition that involved a) inpatient care in a hospital, hospice, or residential medical facility; or b) continuing treatment by a health care provider.
- D. If a husband and wife eligible for leave are employed by the district, their combined amount of leave for birth, adoption, foster care placement, and parental illness is limited to 12 weeks.
- E. An employee on family medical leave shall not be entitled to advancement on the salary schedule for the period of absence, however, the employee shall continue to accrue sick leave.
- F. Once the leave is approved by the Superintendent and the Board, it may be altered or canceled with the approval of the Superintendent, the Board, and the applicant.
- G. Upon returning from leave, the Board will restore the employee to the same or an equivalent position. If an employee on family medical leave decides not to return to work, then the Board will charge the employee for the amount of the insurance premiums that the Board paid for that employee's health care coverage during his or her leave, unless there is a continuation, recurrence, or onset of a serious health condition or other circumstances beyond the employee's control.
- H. This leave is mandated by federal statute. If the federal government no longer mandates this program, this section becomes null and void.

Section 6. Court Leave

Employees required to be absent from duty in response to a subpoena or jury summons in a court case, or an administrative hearing in which the employee is not a party, shall not suffer a loss of pay for the days involved. An employee will be paid his/her full regular compensation provided he/she endorses and forwards to the Board Treasurer any remuneration received for serving as a juror or witness, excluding reimbursement from the court for expenses incurred by reason of such subpoena or summons.

Should an employee be named as a party or called as a witness in a court case or administrative hearing which is directly related to his/her employment in the Edison Schools, the above-stated provisions shall apply to any days of absence involved.

Employees required to be absent from duty due to any court proceedings or administrative hearing in which the employee is a party (other than those directly related to his/her employment) will not be paid for the period of absence unless such payment is authorized by the Superintendent or his/her designee.

Should an employee be released from, or not have to report to, jury duty before said employee's regular shift starting time on any day for which a request for court leave has been granted, the employee shall report to work as normal for his/her shift. In this case only, said employee may retain any remuneration received for serving as a juror or witness. In all other

cases, said remuneration shall be endorsed over to the Board as outlined above.

Section 7. Military Leave

Military leave shall be granted to employees pursuant to Ohio Revised Code and Federal Law. Benefits will be granted at a maximum allowable by law.

Section 8. Professional Leave

1. Attendance at Professional Meetings. Employees will be entitled to consideration for attendance at professional meetings or conferences relating to their assigned position in the school upon submission of the proper application to the building principal or immediate supervisor or upon approval by the appropriate administrator and Superintendent, based upon the following guidelines:
 - A. Priority shall be given to attendance at meetings designated for improvement of the professional competence of the employee in the assigned position in the schools.
 - B. Leave for professional meetings or conferences will not be charged against personal leave provided it is approved, in advance, by the administrator, and Superintendent.
 - C. Expenditures for professional meetings shall be limited to those amounts authorized by the administration.
 - D. When limited finances make it impossible for the Board to reimburse an employee for a professional meeting, leave may be granted with the understanding that the applicant is responsible for all expenditures connected with the leave.
 - E. The completed expense voucher attached to each professional meeting application form shall be completed and submitted with itemized bills as appropriate upon return from the professional meeting.

Section 9. Personal Leave

1. The Board will grant up to three (3) days unrestricted hours (prorated for part time employees) leave during each school year without loss of salary or charge to other types of leave.
2. Except in emergency, a request for personal leave must be made to the supervisor in writing on the form provided, (attached) at least three (3) days prior to the time of leave.
3. Personal leave will not be deducted from sick leave.
4. The total number of personal leaves approved for a given day shall not exceed 3% of the total non-teaching staff unless approved by the Superintendent. The date and time of review by the Superintendent will determine the priority for approval. No personal leave shall be granted the first seven (7) days of the school calendar.

The superintendent may grant use of personal leave during the first seven (7) days of the school year.

5. All bargaining unit employees shall be compensated for any unused personal leave at 100% of their daily rate of pay.

6. Personal leave will be taken in units of one-half (1/2) days or full (1) day (Prorated for part-time employees) cumulative to a total maximum of three (3) days prorated for part-time employees).
7. Personal leave application shall not be unreasonably denied. However, the benefit is not intended to extend holidays or official school recesses. Except in extenuating circumstances, a request for personal leave during, immediately prior to, or following a holiday/official school recess during the school year will not be granted.

Section 10. Sick Leave

1. Employees applying for sick leave will do so by use of the attached form which is an integral part of this contract.
2. Where possible, an employee must notify his supervisor on the evening prior to absence that s/he will be absent the next day. If this is not possible, such notice must be given the next morning as early as possible, but not later than one hour before the employee's regular scheduled starting time except in an extreme emergency. The employee must notify the supervisor before 4:30 p.m. on the day before the employee is to return to work. The Board will, at all times, attempt to maintain an adequate list of substitutes.
3. Sick leave is not a substitute for personal leave. It is available only to employees who, because of illness, disability, or for any of the other reasons prescribed by law are unable to perform their assigned work with reasonable (though not absolute) comfort. A written excuse from a practicing, licensed physician shall be required for any absence of five (5) days or more.

For an eight (8) hour employee, sick leave will be approved for medical or dental appointments. For all other employees, approval will be on an emergency basis and/or when an employee/s schedule does not allow for sufficient time to go to a medical or dental appointment.

4. Unused sick leave will accumulate up to two hundred and thirty (230) days for nine month employees and two hundred and fifty (250) days for twelve month employees.

The Board reserves discretion to advance sick leave to any employee who has exhausted his/her earned sick leave.

5. Should the schools be closed during the period of an employee's sick leave by an "emergency" day or holiday, as called by the Superintendent, such employee will not be charged with a sick leave day.
6. Immediate family and/or relatives will be defined as husband, wife, parents, children, grandchildren (serious illness or injury), sisters, brothers, and spouse of any of the above. Also included in this definition are the corresponding relatives of the employee's spouse and anyone living in the same household as the employee.

For deaths, the immediate family will be extended to the spouses of the employee's immediate family.

7. The sick leave provisions of Ohio Revised Code 3319.141 are incorporated herein.
8. Newly hired employees shall be credited with accumulated sick days, if any, from

previous employment as provided for in the Ohio Revised Code.

9. Sick leave will be taken in units of sixty (60) minutes.

Section 11. Attendance Bonus

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

0 Sick Leave Days Used - \$150.00

1 Sick Leave Days Used - \$100.00

2 Sick Leave Days Used - \$ 50.00

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

0 Sick Leave Days Used - \$75.00

1 Sick Leave Days Used - \$50.00

2 Sick Leave Days Used - \$25.00

Section 12. Humanitarian Leave

A leave of absence without pay up to two (2) years will be granted to any bargaining unit employee who joins the Peace Corps, VISTA, and is a full-time participant in any of these programs. Upon return from such leave, a bargaining unit employee will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.

The Board, at its discretion, pursuant to legitimate staffing needs, may extend or circumscribe such leave to coincide with the beginning and end of a school semester. In no case will the Board be obligated to reinstate a person on leave until the leave has expired. Such discretion shall be exercised reasonably and shall not be arbitrary and capricious.

**ARTICLE 13
DUES DEDUCTION**

Section 1. Dues Deduction

The Board agrees to deduct Association dues for every employee who authorizes the Board to do so in writing, and to remit the dues to the State Association Treasurer monthly together with a list showing the names of the employees and the amount deducted.

Deductions for OAPSE dues shall be in nine (9) consecutive months or less.

Section 2. Process

Enrollment for OAPSE dues deductions shall be made upon submission of a signed authorization to the Board Treasurer. Effective July 1, 1998, any member who has a dues deduction authorization card signed or any member who subsequently completes dues deduction authorization cards will have their dues deduction continued for the term of this Agreement subject to the right of any such member to request cancellation of his dues deduction in the ten

(10) day period immediately preceding the expiration date of this Agreement.

The Board agrees not to honor any dues deduction authorizations executed in favor of any other labor organization for bargaining unit members.

- A. Deduction of yearly dues and fees may be authorized for payroll deduction to the Treasurer by the employee in writing for the following items:
 - a) OAPSE Dues (Deductions will be made Sept.-May)
 - b) Health Insurance
 - c) Savings Bonds
 - d) Annuities
 - e) Credit Union
- B. Regular prescribed deductions will be made for Federal Withholding Tax, State, and City tax.
- C. In the event an employee claims a shortage in his/her pay because of error, he/she should bring the matter to the attention of his/her supervisor. The claim shall be investigated promptly to determine if the claim is valid. If it is established that there is a shortage, it will be corrected in the next available paycheck. In the event that an employee is overpaid because of error, the overpayment shall be deducted evenly over the remaining payrolls in the current contract year.

The preceding paragraph is not meant to entitle the Board to keep wages that have been earned by an employee, an likewise does not entitle an employee to keep wages which have not been earned. Any correction or method of correction which is being requested by the Auditor of State of a representative of the State Auditor's Office including the State Examiners shall supersede the corrective procedure described herein.

- D. The Association shall indemnify and save the Board harmless against any and all claims that arise out of the deductions as provided above; provided that nothing herein shall be interpreted or construed to obligate the Association to indemnify or save the Board harmless from any action taken or not taken due to the mistake, neglect or inadvertence of the Board, its officers, agents or employees in receiving, processing, and action upon the authorization of the dues deduction.
- E. 403(b)/annuities providers shall comply with all IRS regulations. In order to ensure the efficient operation of the district, the Board will only deduct those annuities that five members or more of the staff wish to invest in. If less than five staff members wish to be involved in a specific annuity, the staff members will deal directly with the 403(b)/annuity provider.

Payroll Deduction of Fair Share Fee

Authorization

Existing classified employees who are not members of the OAPSE Local #350 as of the 2012- 2013 school year are grandfathered as exempt from payment of Fair Share Fees for the duration of their employments with the Edison Local School District. The Treasurer of the Board shall deduct from the pay of all other members of the bargaining unit who elect not to

become or to remain members of Local #350, a fair share fee for OAPSE's representation of such nonmembers during the term of this Agreement. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to OAPSE's work in the realm of collective bargaining,

Notification of the Amount of Fair Share Fee

Notice of the amount of the annual fair share fee shall not be more than 100% of the unified dues of OAPSE, shall be transmitted by OAPSE State Office to the Treasurer of the Board on or about September 1st of each year during the term of this Agreement for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all deducted to Local #350.

Schedule of Fair Share Fee Deductions

Payroll deduction of such annual fair share fee shall commence on the first pay date a dues deduction is scheduled annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date a dues deduction is scheduled, on:

Thirty (30) days non-substitute employment in a bargaining unit position;

Transmittal of Deductions

The Treasurer of the Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

Procedure for Rebate

Local #350 represents to the Board that an internal rebate procedure has been established in accordance with ORC Section 4117.09 (C) and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join OAPSE and that such procedure and notice shall be in compliance with all applicable state and federal laws and the United States Constitution and the Ohio Constitution.

Entitlement to Rebate

Upon timely demand, non-members may apply to Local #350 for an advance reduction/rebate of the fair share fee pursuant to internal procedures adopted by Local #350.

Indemnification of Employer

Local #350 on behalf of itself and OAPSE agrees to indemnify the Board (including each of its officers, members, employees, and agents) for any costs or liability incurred as a result of the implementation and enforcement of this provision provided that:

- A. The Board agrees to 1) give full and complete cooperation and assistance to Local #350 and its counsel at all levels of the proceeding; 2) permit Local #350 or its affiliates to intervene as a party if it or they so request; and/or 3) not oppose Local #350 or its affiliates application to file Amicus Curiae briefs in the action; and
- B. 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 the fair share fee.

Access to Grievance Procedure

Fee payers shall not be entitled to use the grievance procedure or bring action against the Board for collecting the fair share fee pursuant to this Article.

ARTICLE 14 EMPLOYMENT PRACTICES/INDIVIDUAL RIGHTS

Section 1. Nondiscrimination

It shall be the policy of the Board and the Association that all provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination based upon age, sex, marital status, race, color, creed, national origin, or handicap.

The Board and the Association agrees that there will be no discrimination, interferences, restraint, coercion, or reprisal of any employee or from board membership, or because of any activity in an official capacity on behalf of the Union or on behalf of the Board, nor will the Board attempt to discourage membership in the Union.

Section 2. Guarantee of Personal Rights

The Board and the Association agree further that those personal rights as guaranteed to every individual by the Constitution of the United States shall be adhered to by the Board, the Administration, the members of the Association, and the representatives of the Association.

ARTICLE 15 COMPLAINTS AGAINST EMPLOYEES

Section 1. Good Relations

The Board considers that good relations between the community and the school is one of the most important responsibilities of the Board, the Administration, and the staff.

Section 2. Referral of Complaints

The Board also believes that any person having a complaint against an employee should refer that complaint to the appropriate administrative officer.

Section 3. Resolution of Issue

If requested by either the complainant or the employee, the appropriate administrator will arrange a meeting involving the employee and the complainant to discuss the complaint.

A copy of any written complaint or oral complaint which shall be transcribed by the appropriate administrator filed against an employee will be served on the employee within four (4) working days. The employee may file with the appropriate administrator a written response to such complaint. Said response must be filed within ten (10) working days of receiving a complaint from the administrator.

Section 4. Meeting with Board

If the complaint is not resolved at the administrative level to the satisfaction of the complainant or the employee, either party may request a meeting with the Board. Before

considering the complaint the Board will request that either party follow the administrative step above, and further, the Board will request that any complaint or response be in writing. The Board will consider complaints and/or the response at its next regular or special meeting. At each stage of the complaint procedure an employee may request and be accompanied by an Association representative. Any action against an employee as a result of the complaint will be in compliance with Article 16.

ARTICLE 16 CORRECTIVE PERFORMANCE ACTIONS

Section 1. General Disciplinary Procedures

Discipline shall be imposed on employees only for just cause. Discipline may include oral or written reprimand, suspension, disciplinary reduction and termination.

Disciplinary action against an employee shall be imposed only for deficient job description performance.

A written reprimand may be imposed following a conference. An employee may be accompanied to any such conference by a representative of his/her choice.

The meeting may be with the principal, immediate supervisor, superintendent or his/her designee. Such employee may request of his/her principal, immediate supervisor or superintendent that he/she be accompanied by a member of the Association.

The Board agrees that no employee will be reprimanded in the presence of any other employee, students or parents of students, except in cases of emergency situations.

Section 2. Guidelines

The following are guidelines for progressive action needed to correct employee job performance deficiencies in accordance with the negotiated job descriptions.

These are only guidelines and, depending upon the severity of the offense/violation for which discipline is deemed necessary, disciplinary action may be initiated at any step.

Step 1 - Warning

Written notification to the immediate supervisor's file with a copy to the employee and the personnel file.

Step 2 - Reprimand

Written reprimand to the immediate supervisor, to the personnel file and a copy to the employee.

Step 3 - Suspension

Penalty of up to one (1) to three (3) days suspension with loss of pay may be given with the approval of the Superintendent. Copy of suspension to the immediate supervisor, personnel file, and the employee.

Step 4 - Five (5) Day Suspension

Penalty of up to five (5) days suspension with loss of pay may be given; all suspension

and/or loss of pay must be with the Superintendent's approval. Written copy to the immediate supervisor, personnel file, and to the employee.

Step 5 - Termination

Written copy to the immediate supervisor, personnel file, Board, and to the employee.

Section 3. Due Process Procedure

Before an employee may be suspended without pay, non renewed, terminated, or transferred, or reduced or disciplinary reasons, the following procedure shall be followed:

1. The employee shall have the right to a preliminary hearing to be conducted by the Superintendent or his/her designee. The employee shall be given a written notice of his/her right to the preliminary hearing and a written copy of the specific job deficiencies which has led to the hearing. These written documents shall be shared with the employee not less than two (2) days notice of the time and place of the preliminary hearing.
2. The preliminary hearing shall be informal and shall not be an evidentiary hearing. The employee may be accompanied at the hearing by a representative of his/her choice. Failure of the employee to attend at the time and place indicated in the notice shall be deemed to be a waiver of his/her right to such hearing.
3. At the preliminary hearing, the employee shall be advised by the Superintendent or his/her designee of the nature of his/her job deficiency and shall be given the opportunity to respond by way of explanation or defense.
4. Following this hearing, the Superintendent or his/her designee may conduct a further investigation concerning any matters which may have been raised during the hearing or have otherwise come to the attention of the Superintendent or his/her designee, after which the Superintendent or his/her designee shall take such action or make such recommendation as he/she deems appropriate. The employee shall be notified in writing of any action taken.
5. Following the preliminary hearing in any case wherein the Superintendent or his/her designee imposes a suspension of more than three (3) working days, or recommends non-renewal, or termination, the Superintendent or his/her designee shall furnish such employee with a copy of the order of suspension or recommendation of non-renewal or termination, which order shall state the reasons therefore.
6. If the Superintendent or his/her designee recommends a suspension of more than three (3) working days, a disciplinary reduction, non-renewal or termination, such recommendation shall be presented to the Board at its next regularly scheduled meeting or at a special meeting called for such purpose. The employee shall be given notice of the date, time, and place of such Board meeting. The employee shall have the right to a hearing before the Board, which shall be an evidentiary hearing; both the employee and the Board may be represented by counsel or other representative of their choosing; both parties may call witnesses who will be examined under oath and may be cross examined; an audio or stenographic record of the proceedings shall be made by the Board. The decision of the Board shall be in writing and shall be served on the employee.
7. Any notices, copies of order or recommendations required by this article to be served

upon an employee shall be served in person; provided, however, in the event the employee is on any type of leave or is absent without leave when service is attempted, then such service shall be by certified mail sent to the employee's last address as shown on the Board's records. In that event, service is deemed complete seventy-two (72) hours after mailing.

8. The provisions of this Article do not apply to the removal of an employee during his/her probationary period. For the purposes of this Agreement, the probationary period for all new employees shall be ninety (90) workdays.

Section 4. Dockage of Pay

The Board shall have the authority to dock the pay of any employee for misuse, abuse, and misrepresentation of any leave provision and/or the failure to report timely for work.

Section 5. State/Federal Authority

It is expressly understood that the Civil Service Commission shall have no authority or jurisdiction as it relates to the discipline of bargaining unit personnel.

Section 6. Special Transportation Reporting

Bus drivers are subject to special reporting requirements for violations of the motor vehicle laws as outlines in O.R.C. 3327.10(d)(1). Whenever a bus driver is convicted of a traffic violation, he/she must report that conviction to the Superintendent or his/her designee. He/she may not drive any school bus or motor van for the district until he/she has filed such notice.

Failure to report such violation will result in appropriate discipline.

ARTICLE 17 PERSONNEL FILES

Section 1. Maintenance

A personnel file of all employees shall be maintained in the office of the Board. This shall be considered a confidential file and the only official file of recorded information on employees maintained by the Board and Administration.

Section 2. Access

Individual employees shall have access to their personnel files. Requests of employees to have access to their personnel files shall be handled by the Superintendent or his/her designee. The Superintendent will comply with request to view files in a reasonable and timely manner.

Section 3. Notification

No information will be added to an employee's personnel file without notification to the employee. An employee will be entitled to copies of his/her personnel file at his/her expense. The cost of copying will be the prevailing rate as specified by lease agreements.

Section 4. Disputes

If an employee disputes the accuracy, relevancy, timeliness, or completeness of the information in his/her file, she/he may request that the Board investigate the current status of the information within a reasonable time of receiving the request. The Board must make a reasonable investigation to determine if the disputed information complies with provisions of

law.

Said employee shall have the right to add rebuttal or request a hearing with the Board of Education on any material in his/her file that she/he deems incorrect or incomplete.

Any material which might result in disciplinary action shall be expunged from the employee's personnel file twenty-four (24) months after the date of its entrance.

Section 5. Public Access

The Board will comply with state and federal law, rules, and regulations relative to public access to personnel files.

ARTICLE 18 WORKER'S COMPENSATION

All school employees are protected under the Worker's Compensation Law (Section 4123.01 O.R.C.). This law provides coverage for any injury or death incurred in the course of or arising out of their employment.

An injury incurred while performing or occurring as a result of assigned responsibilities shall be reported to the injured employee's supervisor within 24 hours of the injury and an application shall be completed in the Treasurer's Office by the employee or his/her designee within 72 hours of the injury.

The employees shall have an option of submitting a claim under Worker's Compensation or using unused sick leave.

ARTICLE 19 TRANSFERS/VACANCY NOTICES

Section 1. Assignment

The assignment or transfers of employees shall be based primarily on the needs of students and the needs of the district. It is recognized, however, that employee satisfaction with assignments may be expected to have impact on morale of employees and effectiveness of the total educational program. Therefore, employees will be assigned on the basis of seniority, qualifications, needs of the District, and expressed desire of the employees. When it is not possible to meet all these conditions, employees shall be assigned first in accordance with the needs of the District and where the Administration believes the employee is most qualified to serve the needs of the District; and second, according to seniority and the preference of the employee. If an employee is transferred administratively to another classification, the current number of hours and hourly rate, whichever higher, will be used. If the current rate is higher than the new classification that level will be maintained until the new classification pay rate raises to that current pay rate. The Board agrees that assignments/transfers shall not be arbitrary or capricious.

Section 2. Postings

All employee vacancies will be posted and filed in the Superintendent's Office. A copy of all postings will be sent to each building, to the Association President, and the Association Secretary. Employees desiring consideration should contact the appropriate administrator and submit a written request to the Superintendent within five (5) days of the posting date.

During the summer months an attempt to communicate openings will be by a note in the paycheck and also using the one call now system.

**ARTICLE 20
FILING AND MAINTENANCE OF CERTIFICATES/LICENSES**

Employees of the bargaining unit shall be responsible for filing with the Board all certificates, licenses, and employee forms as required by the Board.

The employee shall be responsible for the payment of all fees associated with the filing and renewal charges of all required certificates, licenses, and forms pertaining to the employee's job classification.

In the event an employee is not able to fulfill a certificate or license requirement, the Board will hold the employee's position without pay, for a period of up to ninety (90) work days to allow employees time to meet requirements.

**ARTICLE 21
SEVERANCE PAY**

Section 1. Eligibility and Accrued Sick Leave

Employees of the District who have fifteen or more years of active service with the District will be paid for one-third of the value of his/her accrued but unused sick leave credit not to exceed a maximum of sixty-five (65) days of severance pay. All employees with at least ten (10) years of service with the district will be paid for one-fourth of the value of his/her accrued but unused sick leave credit not to exceed a maximum of forty-five (45) days of severance pay.

Section 2. Payment

The additional pay will be calculated at the rate of pay in effect at the time of retirement. The entire additional amount will be paid along with the last regular pay.

Section 3. SERS

For the purposes of this resolution retirement means that the employee has been approved for retirement by the State Employees Retirement System, and will begin receiving monthly retirement payments. A statement from SERS shall be given to the Treasurer's office to verify the years of service.

Section 4. Disability and Sick Leave

The purposes of this resolution, disability retirement is the same as regular retirement. The additional payment at retirement cancels all sick leave.

Section 5. Beneficiary Benefits

In the event a bargaining unit member dies while still in the employ of the Board his/her beneficiary or estate will be paid severance pay in the amount of one-fourth (1/4) of the value of the decedent's accrued but unused sick leave credit. Such payment shall be based on the decedent's rate of pay at the time of death. The aggregate value of accrued but unused, sick leave credit so paid shall not exceed the value of forty-five (45) days of sick leave.

**ARTICLE 22
SERS PICK-UP**

In the area of retirement, the Board will contribute the required employer's share to the School Employees Retirement System and the employee will contribute the required employee's share to the School Employee Retirement System as legislated.

All employees shall receive a lump sum of \$200 effective July 1, 2016 to be included in the first pay in September 2016.

**ARTICLE 23
COMPENSATION**

Section 1. Salary Notice

The Board shall provide each member of the bargaining unit a written notice of annual salary in compliance with 3319.082 O.R.C.

Section 2. Paychecks

The Board shall pay salaries in twenty-six (26) or twenty-seven (27) installments. A written explanation will be provided for the plan prior to effective date.

Section 3. Direct Deposit

All employees shall receive their pay via electronic deposit to their personal bank account. The equivalent of a paycheck will be sent to each employee at their designated e-mail account.

Section 4. Salary Matrix

Effective July 1, 2016 the following salary matrix will be in effect:

2% increase effective for July 1, 2016
2% increase effective July 1, 2017

**ARTICLE 24
HEALTH INSURANCE**

Section 1. Eligibility

The Board of Education provides group insurance participation for all regular employees who work at least four (4) hours per day. The Board of Education group insurance plan includes medical, prescription drug, and dental. Family medical insurance, prescription drug, and dental are provided by the Board of Education for each employee who works at least four (4) hours per day.

Once a year employees will register their insurance status on the prescribed district form. Said forms must be submitted to the Treasurer's Office by June 1 of each year.

The Board will provide the Association President a copy of any notifications of increase of insurance premiums.

The employee contribution amount for insurance coverage's (medical, dental, and/or prescription drug) is 11% for full-time employees (8 hours per day). Contributions for part-time employees will be prorated based on contracted hours per day.

Section 2. Exceptions, Spousal Coordination of Benefits

Implement HESE Working Spouse Language. (See Appendix "C").

Section 3. Change of Status

An employee may enroll in or change the status of his/her insurance coverage due to any of the following conditions: open enrollment period(s), change in marital status, birth or adoption of a child, death of spouse or dependent, any event outside of the employee's control which causes loss of insurance or any event which changes dependent status.

Each new employee and any employee whose insurance status has changed must notify the Treasurer in writing within ten (10) days of said change. The Treasurer shall provide those employees all forms and information to determine the coverage they desire to obtain prior to submission of enrollment forms. The Treasurer shall provide the employee the required forms and information within three (3) days of receiving the employee's notice.

Section 4. Insurance Non-participation Reimbursement

Any full time (8 hrs. per day or more) employee who is eligible for medical insurance and elects to decline coverage shall receive two thousand dollars (\$2000). For part-time employees eligible for insurance and covered by this agreement, the Board will pay a pro-rated portion based on the amount of regular contracted time worked by the part-time employee.

Such payment in lieu of participation shall be made in two (2) installments (December 1 and June 1), and shall not be subject to SERS contributions but shall be subject to all other applicable taxes. This insurance waiver may be paid through the Flexible Spending Account if required by law.

Any employee who has elected to participate in this insurance option and during the year loses insurance coverage through divorce, death, job loss, layoff, or any event outside the employee's control which causes loss of insurance shall be provided insurance coverage as provided in Section 17.01 upon notification to the district Treasurer, and the stipend shall be prorated.

Section 5. Insurance Plan Description

See Appendix "C" for descriptions of plans.

The Board reserves the right at all times to change insurance carriers, but in the event of a change in carrier, there will not be any attempt by the Board to reduce benefit coverages below the coverages in existence.

The parties agree to move to the HESE Wellness Plan from the current plan on January 1, 2015.

The Board will offer an Optional Minimum Value Plan to meet the requirements of the Affordable Care Act. This plan will be available for any employee as an option to the otherwise approved plan.

Section 6. Cafeteria Plan

A Section 125 Cafeteria Plan shall be available to each employee (regardless of insurance coverage). The Plan shall offer:

1. Tax Free Premiums - Premiums for health, dental, and drug insurance shall be paid before taxes (tax free). This includes all bargaining unit members who pay insurance premiums to the Board of Education.
2. Medical Expense Reimbursement - The Medical Expense Reimbursement Benefit allows you to receive reimbursement for "eligible medical expenses" incurred for the medical care of you and your dependents, to the extent that such expenses are not paid for or reimbursed under an insurance policy or any other plan or arrangement. This includes any bargaining unit member who wishes to enroll.
3. Dependent Care Assistance - The Dependent Care Assistance Benefit allows you to receive reimbursement for dependent care expenses. Such expenses include any amounts paid for providing household services or out-of-home care for qualifying individuals, if such expenses are incurred in order to enable you to continue working. This includes any bargaining unit member who wishes to enroll.
4. Cover payments to employees who waive coverage - Employees may elect to change participation annually. The Board shall distribute re-enrollment forms to all bargaining members at the beginning of June each year. All members, whether participating or not, shall return a signed enrollment form by June 30 as per federal regulations. (The form will include a provision for those who wish to decline participation.) Any forms not returned shall be considered as declining participation.

Section 7. Life Insurance

The Board will provide 100% Board-paid term life insurance for all regular employees according to the schedule below. After the employee attains a certain age, an employee will receive a lesser amount than the amount stated below due to the insurance providers age reduction schedule.

Regular Employee	100% Board Paid Term Life Insurance
12 month — 8 hrs./day	\$50,000
12 month — 6 hrs./day	\$42,000
12 month — 5 hrs./day	\$34,000
12 month — 4 hrs./day	\$28,000
School year — 6 hrs. & more	\$39,000
School year — 5 hrs./day	\$33,000
School year — 4 hrs./day	\$27,000

**ARTICLE 25
CUSTODIAL/MAINTENANCE**

Section 1. Overtime Eligibility

The Principal/Supervisor will attempt to offer overtime on an equalized basis to those

custodians who possess the specific skills that the job requires. When a school building is open for public programs, a custodian will be employed in the building. Said custodian(s) will be assigned duties to perform while said functions are conducted. Public programs do not include athletic practices, club meetings, rehearsals, etc. All district custodians will be offered any and all extra/overtime before contacting a substitute to work by using the seniority custodial/maintenance list provided by the Board office on a rotational basis. Extra/Overtime will be offered to the custodians within that building prior to other district custodians. Custodians must complete their contracted scheduled hours before accepting such overtime. After all district custodians have been offered the additional time and no one accepts, the hours will then go to a substitute. Any work performed over 40 hours a week will be paid overtime.

Section 2. Extra Responsibilities

In each building one or more custodians may be assigned extra responsibility for scheduling, ordering supplies, keeping the grounds and/or overseeing the preventative maintenance program. Pay for said responsibilities will be fifteen percent (15%) of the base pay of the assigned custodian.

The Board and the Association shall form a joint study committee to review the extra responsibilities assigned to custodians. Said committee will consist of four (4) individuals, two selected by the Superintendent and two selected by the OAPSE President. The committee shall prepare job descriptions for said responsibilities and develop recommendations for revisions for each building.

Section 3. Advanced Training

Operating custodians will be paid an additional \$300 per year for a fireman's or engineer's license. Individuals must notify the Treasurer's office annually by September 1 to qualify for payment that year.

ARTICLE 26 TRANSPORTATION/EXTRA TRIPS

Section 1. Definitions

- A. A bus route is a regularly assigned period of work for a driver that consists of an AM and PM assignment.

- B. Non-routine trips are trips that involve the transportation of students other than on an AM/PM assignment.

Section 2. Compensation

Bus Drivers will be paid \$14.00 per hour for all Non-routine trips. All extra-curricular and field trips will be paid a two (2) hour minimum. All overnight trips will have a 12 hour maximum per day. All trips/runs that run in excess of 40 hours per week shall be paid in accordance with Article 29 (Holidays, Work Hours, and Vacation) in compliance with the FLSA.

Section 3. Non-Routine

The Superintendent/Designee shall be responsible for assigning drivers to non-routine trips. Drivers wanting non-routine trips shall sign up twice a year; by June 1st for the July-

December 31st trips and by December 1st for the January 1-June 30th trips. In as much as possible, a trip roster will be handed out to the trip drivers at the end of each month for upcoming trips in the next month. In assigning trips the factors of seniority, convenience, economics, and availability will be considered.

A list of approved trips throughout the school year will be offered and assigned by the transportation supervisor to contracted drivers, who have signed up for non-routine trips, on a rotating basis in descending order in accordance with driver's seniority. In using "equal hours" system, seniority will determine the first trip assigned. Trips will be assigned by availability of contracted driver's hours for each driver. Once all the way through the rotation, the person with the lowest number of hours will be assigned for the next trip. When a driver accepts or refuses a trip they will be charged for the hours of that trip. If the driver cancels within 48 hours of departure, the hours for that trip are doubled for the driver canceling,. Trips canceled between 24 and 48 hours of departure will be offered on the rotational seniority basis. The transportation supervisor can re-assign trips canceled 24 hours or less prior to departure to any contracted drivers/contracted employee, with no hours charged to their total hours for that trip. The record of final estimated trip hours shall be kept up and posted each month when trips are handed out to the drivers. When re-assigning trips, the following order will be followed: 1. Those currently on the non-routine trip rotation, 2. Sub drivers and 3. Those who did not sign up for trips by seniority

Section 4. Cancellations

When a driver has been scheduled for a trip and shows up for the trip only to find it has been canceled and the driver was not notified, a payment of two hours shall be made to the driver.

Section 5. Bus Assignments

Bus Drivers will drive their assigned morning and afternoon runs unless assigned a non-routine trip by the Transportation Supervisor. Whenever possible other drivers will be assigned non-routine trips during morning and afternoon runs.

Trips prior to and after morning runs, as well as weekend and non-school day trips, will be offered to regular drivers first. Extra trips will be assigned by the Transportation Supervisor by seniority. Once a trip is assigned it is the driver's responsibility. If he/she can not take the trip, the driver will notify the Transportation Supervisor.

Section 6. Special Needs Drivers Calendars

All Special Needs Drivers contracted work calendars will be based on the school calendar of the schools that the students on their bus attend, not the Edison School District calendar.

If a special needs driver request an approved leave during a contracted work calendar day in which Edison is not in attendance, said route will be offered on a rotation basis starting with the most senior driver first and continues through the rotation.

Section 7. Extra Responsibilities

Route times will be established by the Transportation Supervisor each year during the month of September. Each driver will be paid at the rate of four (4) hours per day from the beginning of the school year until such time that the actual route times are determined as outlined

above. Any adjustments required to route times will be made on the second payday in October after said times have been established for the year. Adjustments, whether positive or negative, shall be retroactive to the beginning of the school year.

Drivers shall be paid 40 minutes per day at their hourly rate for pre-trip inspections, paperwork, warm-up and clean-up times in addition to their route times. The Superintendent, or his/her designee, may periodically make checks to ensure that the inspections, paperwork, warm-ups and clean-ups are being completed on a daily basis as agreed.

Drivers shall be paid for fueling based on the contracted regular route mileage at a rate of 3.0 cents (\$.030) a mile. If the mileage of a route changes 20% or more (up or down), the payment will be adjusted accordingly, effective the following pay period.

Section 8. Required Training and Examinations

All bus drivers shall be compensated at their hourly rate for any required training, certification, recertification, physical examinations, and/or drug and alcohol testing.

Section 9. Bus Monitors

When a bus route is assigned four (4) or more medically fragile, severely handicapped or physically violent students, a bus monitor will be assigned to that route. The Superintendent will determine if a child is medically fragile, severely handicapped or physically violent.

Section 10. Summer Work

Bus drivers are not required to prepare their buses for the annual summer inspections. Drivers are free to apply for summer work if the district is in need of auxiliary help. Said work may entail cleaning the district's vehicles.

Section 11. Contract times

Any time above or below a driver's regular daily contracted route time of fifteen (15) minutes or more will be adjusted accordingly in the next payroll after it occurs. Any such adjustment will be the cumulative total of any overage or underage for each two-week pay period and may be in the form of an extra payment (if the cumulative total for the pay period is 15 minutes or more additional time) or a dockage of pay (if the cumulative total for the pay period is 15 minutes or more less time).

Section 12. Bus Aides/Monitors

If for any reason special needs student(s) are absent, the Bus Aide/Monitor assigned specifically to that bus will have the option to use a personal day, an unpaid day or request that the Transportation Supervisor assign them other duties.

ARTICLE 27 CAFETERIA

Section 1. Extra Curricular Functions

Whenever kitchen equipment is used as part of a building rental or staff activity a cook must be present to supervise said activity. For the purposes of this agreement, kitchen equipment shall include: stoves, ovens, boilers/steamers, fryers. Kitchen personnel will not be required to participate in the preparation, service, or clean-up of said rental or activity.

If kitchen help is needed to assist in preparation, service, or clean-up the renting group will compensate them at a rate of \$15.00 per hour. Any other activity will be compensated at a rate of \$11.50. Such kitchen help shall receive a minimum of three (3) hours pay at the appropriate rate of pay.

Section 2. Summer Work/Extended Time

Cooks will be paid at their regular pay rate for work extending beyond but continuous to their regular hours.

Cooks will be paid at their regular pay rate for summer work exclusive of public functions.

Section 3. Additional Training

Cafeteria managers are required to attend 12 hours of annual continuing educational training. All other new and current cafeteria staff are required to attend a minimum of 8 hours of continuing education training annually.

The annual training hours required for cooks and food service managers will be provided by the district during scheduled professional development days. Employees will be compensated for attending the trainings at their hourly rate.

Section 4. Meals

All Food Service employees who work a minimum of 3 1/2 hours will be entitled to a lunch from the food which is left over on the days they work. Entitled meals shall be consumed during the employees work hours, no school food service department purchased foods are to be taken off school grounds.

Section 5. Food Service Managers

All Food Service Mangers shall receive a one dollar (\$1.00) an hour stipend for their duties.

When a building Food Service Manager will be absent from work for two (2) or more days, the Cooks within the kitchen shall have the opportunity to serve as Manager. The Cook with the most appropriate qualifications having the first right of refusal and then to the others via years of service.

The Cook replacing the Manager will be paid an additional (\$0.75) cent per hour above their regular hourly rate of pay upon submission of an extra duty time card.

ARTICLE 28 AIDES

Section 1. Extra Hours

The Board is not opposed to extra hours for aides but those extra hours must be planned around the scheduled educational need of students, as well as teachers. Extra hours will be considered on an educational program need by building with seniority considered.

Section 2. Special Supervisor

In the event an aide is assigned a special supervisory role as determined by the Principal/Supervisor, said aide will be paid an additional \$1.50 per hour above their regular hourly rate of pay.

Section 3. Playground Duty

The Board will have adequate supervision on playgrounds during recess times. The building principal shall determine the amount of supervision that is needed.

The Board and the Association shall form a joint Committee to formulate a procedure and implementation for the specific concerns of the ratio of students and aides.

Section 4. Library Assistants

Library Assistants assigned extra responsibility for the EBS (CertainRead) program in their building shall receive an additional stipend of twenty-five (\$0.25) cents per hour.

Section 5. Special Needs

If for any reason a special needs student is absent, the Aide assigned specifically to that student will have the option to use a personal day, an unpaid day or request that the building principal assign them other duties (if available).

ARTICLE 29 HOLIDAYS, WORK HOURS, VACATION

Section 1. Holidays

Nine months employees will receive seven (7) paid holidays each contract year as follows: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, President's Day, and Memorial Day.

Twelve month employees will receive twelve (12) paid holidays each contract year as follows: Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King, Jr. -Day, President's Day, Good Friday, Memorial Day, and Independence Day. Holidays falling on Saturday will be observed on Friday and holidays falling on Sunday will be observed on Monday. The exceptions to the extended holiday rule will be - New Year's Day should it fall on a Sunday and school is scheduled for Monday.

Employees shall be paid their regular salary or rate of pay for holidays or calamity days (including delays) provided each employee accrued earnings on the scheduled work day before and after the holiday or calamity day.

In the event of an unscheduled early dismissal or delay for any reason; and bargaining unit member that had made prior appointments will be excused from work without reprisal.

For the definition of forty (40) hours of work; holidays, vacation, school closing/calamity days (including delays) and personal leave will count as hours worked; other days such as sick leave and compensatory time will not count as hours worked.

Section 2. Work Week

Forty hours of work shall be the standard work week for all full time non-teaching

school employees. When employees are required by their responsible administrative supervisor to work in excess of forty hours in any seven day period, the employee shall be compensated for work in excess of 40 hours at 1 1/2 times their regular rate of pay. The work week shall begin at midnight on Sunday.

When an employee is required to work on any holiday or any school closing (including delays), such time worked will be compensated for at the employee's regular rate of pay in addition to their holiday pay or calamity day pay.

After 5 calamity days, 260 day employees will be required to report to work or use vacation or personal leave unless the superintendent designates otherwise.

If blizzard bags are used to make up the 6th calamity day, all classified staff who work less than 260 days will not be required to make up the day in any manner.

If blizzard bags are used to make up calamity days 7-8 all classified staff who work less than 260 days will have the option to report to work, use personal day(s) or take dock time unless the superintendent designates otherwise. If an employee uses a personal day or takes dock time in lieu of reporting to work said time will count against their attendance bonus. Any days after eight (8) will be made up with students with no additional remuneration

Section 3. Community Service

Pay will not be deducted from Association members who are members of local fire departments and leave work to fight a fire if said individual turns over that day's pay from the fire department to the school.

Section 4. Vacation

All regular 12 month non-teaching employees shall be entitled to vacation leave at their regular rate of pay according to the following schedule:

During the first year - one week paid vacation as accrued.

During years two 2 through seven (7) years - two weeks paid vacation as accrued.

During years eight (8) through thirteen (13) years - three weeks paid vacation as accrued.

During years fourteen (14) through 19 years - four weeks paid vacation as accrued.

During years 20 years or more - five weeks paid vacation as accrued

The vacation leave an employee is entitled to each year shall be prorated and credited each month. Employees are free to use their vacation time as they accrue it. Example: A first year employee has worked six months, he/she has accrued 2.5 days of vacation during that time. The employee is entitled to use that time after he/she earns it.

All vacation leave shall be scheduled with and approved by the Superintendent or his/her designee.

Vacation time accrued should be used in the year earned. However, vacation time may be carried or split from one anniversary year to the next, up to a maximum of fifteen days. An employee will also be compensated for unused vacation, accrued annually, up to a maximum of ten days if the district requests they work in lieu of taking vacation. The compensation paid for unused vacation will be the daily rate at the time the vacation days were accrued.

In the event of separation from employment, an employee is entitled to compensation for all unused vacation leave up to the maximum allowed by this agreement. In case of death, all unused vacation leave shall be paid according to O.R.C. 2113.04 or to the estate.

Section 5. Lunch Period

All non-teaching employees working five (5) consecutive hours or more will be provided with at least 30 minutes duty free lunch period. The lunch period will be scheduled by the appropriate supervisor.

No employee shall leave his/her assigned work station or building without approval of the administrator in charge.

Section 6. Dual Classifications

Employees may work in more than one classification. Employees will be paid according to their respective experience level in each classification and individual rates of pay per respective classification will be according to the salary schedule.

Example: Mrs. Brown has been a two-hour cook for the past five years and now would also like to work as a three-hour teacher aide. Mrs. Brown would receive pay as a cook at the five year experience rate and would receive pay at the 0 year experience rate for a teacher aide.

In the event of an extended absence, one week or more, the Board will endeavor to replace the individual with a person who is appropriately qualified. If it is possible the Board will replace the absent employee with an employee who has appropriate qualifications but less hours.

Section 7. Switching Classifications

Employees who switch from one classification to another will be placed on the salary schedule at an equivalent number of years, but grandfathered at the higher rate of pay of the two jobs. Said employee will remain at that level until the salary schedule dictates an increase to their former rate of pay providing they work the same number of hours. Employees will not be reduced in compensation if they switch jobs providing said jobs are equivalent in hours.

Section 8. No Coercion

No current employee shall be directed, mandated, and/or coerced to accept other positions to increase hours.

Section 9. Timesheets

All employees shall be required to submit timesheets each pay period (the first Monday after a scheduled payday) indicating the actual number of hours worked. Failure to file the necessary timesheets on time may result in discipline and a delay in payment.

Any extra or overtime hours must be documented on the timesheets so as to provide the reason and justification for said extra time.

ARTICLE 30 WORK YEAR/WORK DAY

All bargaining unit employees shall be paid for all days worked.

The work year for all nine month employees will conform to the school calendar and holidays/vacation periods. Nine-month employees may be requested to work on non-student days by the building administrator/supervisor depending on individual buildings' or departments' needs. Additional days may be added for required training and/or in-services.

The total hours for all classifications are per individual contract. The pay for full-time employees is based on 2080 hours per year (52 weeks x 40 hours per week).

The Board agrees that an OAPSE representative shall be on the district's Calendar Committee. This Committee will develop and recommend prototype school calendars to the Board of Education. The Board of Education retains the right to develop and approve the school district's calendar.

Effective July 1, 2015, twelve month eight (8) hour employees may be compensated for overtime work in wages or compensatory time. All compensatory times hours must be recorded on the employee's time sheet. Compensatory time shall not exceed forty-eight (48) hours (thirty-two (32) hours worked) at any given time. Compensatory time may only be accumulated from August 1 – May 15 and must be used by the last pay date in the fiscal year. Compensatory time may not be used the week prior to school starting or the first week of school. For the purposes of calculating overtime in Article 29, Section 1, compensatory time will not be used towards the 40 hours.

ARTICLE 31 HEALTH/FIRST AID TRAINING

Section 1. Training

While not a condition of employment, employees who volunteer will receive a payment of fifty (\$50) dollars for successfully completing First Aid training or CPR training. Said training must be provided by a certified instructor who has been pre-approved by the Superintendent.

Those employees, who are required to obtain CPR/First Aid training as a requirement of their position with the District, shall be entitled to payment one hundred fifty dollars (\$150). Said payment will only be paid in the year in which the employee receives the training. An employee who is paid an hourly rate for training shall not be eligible for either stipend.

Section 2. Compensations

Employees must produce a First Aid and/or CPR Card as proof of their successful completion of training. Said card must be valid.

The card must be submitted to the Treasurer's Office by October 1 of each year to qualify for that payment that year. Compensation of CPR/First Aid training will be made the first pay period in November.

ARTICLE 32 DRUG-FREE WORKPLACE

The Edison Board of Education will maintain a drug-free workplace in full compliance with all applicable federal, state, and local laws.

Section 1. Regulations

1. No employee of the Edison Local Schools while on school premises or as part of any of his/her workplace activities shall unlawfully possess, use, or distribute illicit drugs, controlled substances, or alcohol.
2. This policy regulation does not replace the requirement to report child endangering (O.R.C. 2151.421) and any employee who admits to, pleads guilty, or is convicted of child endangering acts or sale or dispensing drugs or alcohol to minors shall be exempt from this article and shall waive rights under all applicable articles of the negotiated agreement, enabling personnel action to be taken within the limits of the law.
3. "Workplace" is defined to mean the site for the performance of work done in connection with employment. The workplace includes any school building, school property, school-owned vehicles, or school-approved vehicle used to transport students to and from school or school activities; off school property during any school-sponsored or school-related activity, event or function, such as a field trip or athletic event where students are under the jurisdiction of the school district.
4. Any employee who pleads guilty, or is convicted in any court of law for an alcohol or drug abuse offense which is a felony or a misdemeanor resulting in withdrawal of proper certification the Board shall take such personnel action it deems necessary within the limits of the law and/or negotiated agreement.
5. Employees convicted of violating any federal, state, or local criminal drug/alcohol statute, where the violation occurred within the "workplace" definition of Section 3, must report the conviction to the Superintendent within five (5) working days of the conviction.

Section 2. Alcohol and other Drug Awareness Program

Employees will be provided with information concerning alcohol and other drug abuse, as follows:

1. All employees will be provided with a copy of this policy.
2. The Superintendent or his designee will maintain information on community resources and employee benefits available to employees for assistance in dealing with chemical dependency problems.
3. Every year there will be available, for each employee, at least one educational/learning opportunity addressing the physical, mental, and emotional dangers of alcohol and other drug abuse, as well as rehabilitation assistance resources available to employees. (Such educational opportunities may include: in-service programs, print materials, discussions or presentations at employee meetings, or other seminars);
4. The Edison Schools' publications, especially those distributed among employees, will from time to time contain articles on the dangers of substance abuse and rehabilitation.

Section 3. Confidentiality

Information provided to administrative personnel as to any problem related to alcohol and other drug abuse or chemical dependency shall be considered part of the employee's medical record,

and shall be CONFIDENTIAL. Except as may be required by law, no person may discuss or otherwise divulge any information concerning such matters.

ARTICLE 33 PHYSICAL EXAMINATION REQUIREMENTS

Section 1. Statement of Eligibility

With an offer of employment, all applicants for custodial, food service, maintenance, transportation, and supply support staff positions shall be required to submit a statement of employability from a licensed physician designated by the district, relative to the performance of the essential function and activities involved in the position for which the applicant is being hired. The required physical examination shall include such tests as found desirable for all employees or classification of employees and at the district's expense.

Section 2. Required Physical Examination

Whenever an employee's health appears to be a hazard to children or others in the school system, the Superintendent may require a physical examination by a school approved physician.

All required examinations shall be made at no cost to the employee, provided the services of a school approved physician are used.

ARTICLE 34 TOBACCO-FREE ENVIRONMENT

Section 1. Good Health

The Board and Association believe that tobacco use, in any form, in the school and a work environment is not conducive to good health.

As an educational organization, the Edison Local Schools must provide effective educational programs and positive examples to students concerning the use of tobacco products.

Section 2. Tobacco Free

Recognizing the negative impact on users of tobacco and no-tobacco users, as well as the Ohio Constitution, the Board and Association declare all school-leased and owned buildings, facilities, as well as school-owned and leased vehicles to be designated tobacco-free at all times.

Section 3. Information

The Superintendent or his designee will maintain information on community resources for assistance in dealing with tobacco problems.

ARTICLE 35 EMPLOYEE MEETINGS

Employee meetings shall be conducted during working hours whenever possible and the Board's facilities shall be used for such purposes. Employees involved in such meetings during their working hours shall suffer no loss or reduction in pay. Whenever it is not possible to hold these meetings during working hours the Employer may extend the employee's work schedule

one (1) hour beyond the regularly scheduled day, provided each employee is compensated at his/her hourly rate.

ARTICLE 36 JOB DESCRIPTIONS/EVALUATIONS

Section 1. Job Descriptions

The Administration will develop and furnish to the President of OAPSE Local #350, a copy of the job descriptions of each classification in the described bargaining unit covered under the terms of this contract. These copies will also be available to those employees upon request.

Section 2. Annual Review

Annual reviews of all job descriptions will be performed by the Administration. The date of the review will be given to the Union President at least 20 days prior to the review.

If any interested workers contact the reviewing person with suggestions to improve the job descriptions in order to better the educational and operational goals of the Edison Local Schools, those improvements will be given serious consideration.

Section 3. Evaluation

Evaluations will be based on facts, work rules, and job descriptions. Evaluation standards will be applied equally to all employees in a classification.

Evaluations are intended to aid an employee in determining goals to better do one's work in the following year. Areas recommended for improvements shall be supplemented with suggested ways the employee may obtain new goals or recommended improvements.

ARTICLE 37 PERFORMANCE APPRAISAL

Prior to April 30 of each year, each employee will have an appraisal of the previous year's performance completed by their supervisor. The appraisal will be reviewed and discussed with the employee by the supervisor. The appraisal will not be placed in the employee's personnel file until the supervisor has discussed the appraisal with the affected employee, and the employee has had an opportunity to respond to any statements. Such employee response shall be attached to the appraisal and placed in the personnel file.

ARTICLE 38 EXPENSE REIMBURSEMENT

Section 1. Reimbursement

Employees who incur expense in carrying out their authorized duties shall be reimbursed upon submission of a properly filled out and approved voucher and such supporting receipts as are required by the Treasurer. The Board will pay full cost of tuition and fees for approved courses, workshops, seminars, inservice training sessions or other programs which an employee is required to take by the administration.

Employees taking courses required for maintaining certification/licensing in assigned

areas may be reimbursed.

Section 2. Budgetary Allocations

In order to be reimbursed, such expenses will be approved if incurred in line with budgetary allocations for the specific type of expense.

Section 3. Use of Vehicles

When official travel by personally owned vehicle has been authorized by the Superintendent, mileage payment shall be made at the rate currently authorized by the Board. All employees who are required to travel from one work site to another work site, or from one work site to an assigned geographic location,

in the course of the day's assignment via personal owned vehicle shall be reimbursed monthly at the mileage payment rate currently authorized by the Board. Payment is contingent upon timely documentation on a form provided with administrative pre-authorization required.

Section 4. Mileage

The rate of reimbursement for mileage payment shall be at the IRS-approved limit in effect rounded down to the nearest cent.

**ARTICLE 39
WORK RULES**

Copies of newly established work rules, or amendments to existing work rules, will be furnished to the Union President 30 days prior to implementation.

No such work rules, or directives, shall conflict with or violate any provision of this Agreement, and such rules and directives shall be reasonable and applied consistently where applicable.

**ARTICLE 40
HEALTH AND SAFETY**

The Board of Education promotes a safe and healthy school environment and work place. State and Federal regulations will be followed where mandated and used as guides where not mandated.

Safety and Health concerns are to be reported immediately. When the concern continues, a written report should be submitted to the employee's immediate supervisor. This report is to be submitted on the Edison Local Schools Health and Safety form which will be placed in the main office of each building.

The "concern" in writing will be investigated by the Superintendent, the Supervisor, or person responsible for the area of concern and a union appointed person.

No employee will be discriminated against for reporting any unsafe or unhealthful condition.

There will be posted, in a central work area, the "Material Safety Data Sheets" distributed

by the manufacturers of all hazardous material. All employees shall regularly review these sheets for their safety.

ARTICLE 41 HARASSMENT

Section 1. Work Environment

The Board and the Association affirm their commitment to provide and to maintain a working environment that is free of sexual harassment and intimidation. It is the intent of the Board to comply with the mandates of the State of Ohio and Equal Employment Opportunity Commission guidelines pertaining to the prevention of sexual harassment. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal and/or physical conduct of a sexual nature as defined by the EEOC guidelines; and as with other forms of discrimination, the Board and the Association are opposed to sexual harassment by one employee or another, and sexual harassment by an employee of a student whether initiated by a male or female. Sexual harassment and intimidation of any kind will not be tolerated and can be grounds for discharge.

Section 2. Child Endangering

This article does not replace the requirement to report child endangering (O.R.C. 2151.421) and any employee who admits to, pleads guilty, or is convicted of child endangering acts, or has sexual contact with minors shall be exempt from this article and shall be subject to the disciplinary procedure found in this negotiated agreement.

ARTICLE 42 PEOPLE

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

ARTICLE 43 OPEN ENROLLMENT

Dependents of employees may open enroll their children in the Edison Local Schools, regardless of place of residence. For the purpose of this Article dependent is defined as the employee's child or adopted child. Enrollment will be on a "first-come-first-served" basis. The district may consider class size and availability of space in determining whether to accept an employee's child. The terms of this Article shall not apply to the School District's Preschool program.

Other

Students on expulsion from their district of residence will not be considered for Open

Enrollment attendance. In addition, students attending school in the district under this provision must exhibit proper conduct. Students who consistently violate the Code of Conduct, accumulate three (3) or more suspensions in one (1) school year, or who are recommended for expulsion, will not be allowed to attend school in the district.

ARTICLE 44
EXPERIENCE CREDIT

Experience credit will be given to new employees or retirees being hired or rehired into the district, up to a maximum of ten (10) years actual job experience in the area of classification.

ATTEST

Edison Local Board of Education

Matt J. Miller President

Thomas C. Kot Superintendent

Jane M. Finold Treasurer

June 24, 2016 Date

OAPSE and its Local #350

LSO President

Larry Cooper Vice President

Kristen E. Hargreaves Secretary

Chris Luffield OAPSE Field Representative

8-12-16 Date

EDISON SCHOOLS CLASSIFIED STAFF LEAVE REQUEST

NAME _____

ID # -
(Last 4 digits of SS# and first 2 letters of given first name)

Date(s) on which leave is to be taken: _____

I hereby request the appropriate leave as checked below. By my signature hereto, I certify that the purpose and intent of this leave request is within the negotiated guidelines of the agreement.

- | | | |
|---|---|--|
| <input type="checkbox"/> 1) Assault Leave | <input type="checkbox"/> 2) Association Leave | <input type="checkbox"/> 3) Bereavement Leave |
| <input type="checkbox"/> 4) Jury Duty | <input type="checkbox"/> 5) Personal Leave | <input type="checkbox"/> 6) Unpaid Childcare Leave |
| <input type="checkbox"/> 7) Vacation | <input type="checkbox"/> 8) Other (Specify) _____ | |

- | | |
|--|--|
| <input type="checkbox"/> 5.12 Family/Medical Leave (check one) | <input type="checkbox"/> Childbirth |
| <input type="checkbox"/> Serious Health Condition of a Family Member | <input type="checkbox"/> Serious Personal Health Condition |
| <input type="checkbox"/> Adoption/Foster Care of a Child | |

Signature of Supt. _____ Date _____

9) Professional Conference Leave

Conference Name _____

Location _____

Estimated Expenses:

Travel _____ Lodging _____

Meals _____ Registration _____

Receipts required for reimbursement.

Registration: (please check)

Will be paid by individual and reimbursed by Board.

Request Board to mail registration. (Ten day notice and completed registration required.)

Superintendent Review:

Approve _____ Disapprove _____

Signature of Supt. _____ Date _____

10) Sick Leave

Hours of sick leave is hereby applied for.

1 Personal Illness

2 Personal Injury

3 Pregnancy

4 Exposure to Communicable Disease

5 Illness, Injury or Death

Name _____

Relationship _____

6 No Consultation with a Physician

2 Consultation was held with

Dr. _____

Date _____

Office use only:

Days Granted _____ Balance _____

Comments as Appropriate: _____

Signature of Applicant: _____ Date of Request: _____

SUBMIT APPLICATION TO PRINCIPAL

Principal recommendation: _____ Approve _____ Disapprove _____

Comments as Appropriate: _____

Signature of Principal _____ Date _____ Signature of Treasurer _____ Date _____

E-50 0/2013 White - Treasurer Canary - Principal Pink - Employee

CAPSE SALARIES - 2016-17 School Year

Appendix B

POSITION	0	1	2	3	4	5	6	7	8	9	10	12	14	16	18	20	22	24	26	28	29	
CUSTOMER-OPERATIONS INDEX	\$1436	\$1630	\$1826	\$1645	\$1870	\$1847	\$1811	\$1832	\$1850	\$1870	\$1852	\$1702	\$1711	\$1720	\$1729	\$1741	\$1753	\$1772	\$1749	\$1809	\$1818	
CUSTOMER-OPERATIONS INDEX	\$10912	10912	10959	10989	10981	10988	10940	10980	11106	11238	11385	11460	11510	11573	11685	11716	11787	11922	12039	12172	12229	
CUSTOMER-MAINTENANCE INDEX	\$1233	\$1303	\$1323	\$1346	\$1367	\$1384	\$1409	\$1426	\$1444	\$1462	\$1488	\$1495	\$1503	\$1521	\$1521	\$1532	\$1541	\$1561	\$1561	\$1603	\$1615	
CUSTOMER-MAINTENANCE INDEX	10154	10154	10307	10466	10656	10784	10937	11118	11283	11387	11493	11629	11712	11772	11887	11987	12011	12164	12317	12486	12585	
FOOD SERVICE MANAGER INDEX	\$1274	\$1282	\$1314	\$1332	\$1352	\$1373	\$1392	\$1414	\$1434	\$1456	\$1470	\$1482	\$1490	\$1499	\$1508	\$1517	\$1526	\$1547	\$1567	\$1589	\$1598	
FOOD SERVICE MANAGER INDEX	10143	10143	10315	10482	10615	10778	10924	11098	11283	11450	11559	11629	11698	11765	11834	11904	11980	12143	12287	12469	12555	
COOK INDEX	\$1236	\$1282	\$1283	\$1303	\$1322	\$1336	\$1357	\$1384	\$1403	\$1425	\$1444	\$1451	\$1459	\$1467	\$1478	\$1487	\$1495	\$1516	\$1535	\$1535	\$1535	
COOK INDEX	10185	10883	10883	10821	10880	10885	11042	11178	11384	11510	11680	11720	11784	11846	11894	12008	12075	12243	12383	12580	12684	
BUS DRIVER INDEX	\$1577	\$1838	\$1831	\$1843	\$1858	\$1872	\$1701	\$1720	\$1740	\$1752	\$1781	\$1782	\$1803	\$1824	\$1825	\$1835	\$1846	\$1855	\$1885	\$1884	\$1904	\$1914
BUS DRIVER INDEX	10183	10278	10278	10471	10574	10665	10784	10888	11083	11172	11287	11367	11455	11584	11581	11684	11708	11824	11948	12073	12135	
TEACHER AIDE/LIBRARY INDEX	\$1274	\$1282	\$1312	\$1332	\$1352	\$1373	\$1392	\$1414	\$1433	\$1456	\$1470	\$1482	\$1490	\$1499	\$1508	\$1517	\$1526	\$1547	\$1567	\$1589	\$1598	
TEACHER AIDE/LIBRARY INDEX	10143	10143	10298	10462	10615	10778	10924	11098	11283	11450	11559	11629	11698	11765	11834	11904	11980	12143	12287	12469	12555	
BUS AIDE INDEX	\$1063	\$1082	\$1038	\$1118	\$1135	\$1163	\$1173	\$1190	\$1208	\$1224	\$1241	\$1248	\$1257	\$1265	\$1271	\$1278	\$1286	\$1303	\$1322	\$1339	\$1347	
BUS AIDE INDEX	10178	10337	10337	10528	10646	10778	11035	11184	11389	11521	11680	11787	11887	11982	12025	12103	12103	12261	12441	12589	12678	
DISPATCHER INDEX	\$1344	\$1352	\$1382	\$1403	\$1413	\$1434	\$1460	\$1467	\$1483	\$1502	\$1519	\$1528	\$1537	\$1547	\$1557	\$1565	\$1574	\$1590	\$1606	\$1606	\$1623	\$1632
DISPATCHER INDEX	10133	10278	10278	10467	10514	10686	10784	10880	11083	11172	11287	11367	11455	11584	11581	11684	11708	11824	11948	12073	12135	

100.00%

OPAFSE SALARIES - 2017-18 School Year

Appendix B

POSITION	0	1	2	3	4	5	6	7	8	9	10	12	14	16	18	20	22	24	26	28	30
CUSTOMER OPERATIONS INDEX	\$15.16	\$15.33	\$15.55	\$15.76	\$15.91	\$16.20	\$16.43	\$16.64	\$16.83	\$17.03	\$17.20	\$17.35	\$17.45	\$17.54	\$17.64	\$17.76	\$17.88	\$18.07	\$18.25	\$18.45	\$18.55
CUSTOMER MAINTENANCE INDEX	\$13.09	\$13.29	\$13.48	\$13.72	\$13.85	\$14.11	\$14.31	\$14.56	\$14.73	\$14.91	\$15.17	\$15.25	\$15.33	\$15.41	\$15.52	\$15.62	\$15.72	\$15.92	\$16.12	\$16.35	\$16.47
FOOD SERVICE MANAGER INDEX	\$12.99	\$13.16	\$13.40	\$13.58	\$13.73	\$14.01	\$14.20	\$14.42	\$14.62	\$14.85	\$15.02	\$15.11	\$15.20	\$15.29	\$15.38	\$15.47	\$15.57	\$15.76	\$15.98	\$16.20	\$16.31
COOK INDEX	\$12.63	\$12.87	\$13.08	\$13.29	\$13.49	\$13.72	\$13.94	\$14.11	\$14.31	\$14.53	\$14.72	\$14.80	\$14.88	\$14.96	\$15.04	\$15.16	\$15.25	\$15.45	\$15.65	\$15.85	\$15.97
BUS DRIVER INDEX	\$16.08	\$16.30	\$16.53	\$16.78	\$16.91	\$17.18	\$17.35	\$17.55	\$17.75	\$17.97	\$18.17	\$18.28	\$18.39	\$18.50	\$18.63	\$18.75	\$18.83	\$19.02	\$19.22	\$19.42	\$19.52
TEACHER AIDE/LIBRARY INDEX	\$12.89	\$13.16	\$13.38	\$13.58	\$13.73	\$14.01	\$14.20	\$14.42	\$14.62	\$14.85	\$15.02	\$15.11	\$15.20	\$15.29	\$15.38	\$15.47	\$15.57	\$15.76	\$15.98	\$16.20	\$16.31
BUS AIDE INDEX	\$10.84	\$11.04	\$11.21	\$11.42	\$11.53	\$11.76	\$11.95	\$12.14	\$12.32	\$12.48	\$12.66	\$12.74	\$12.82	\$12.90	\$12.98	\$13.04	\$13.12	\$13.28	\$13.48	\$13.68	\$13.75
DISPATCHER INDEX	\$13.71	\$13.89	\$14.09	\$14.28	\$14.41	\$14.62	\$14.78	\$14.95	\$15.12	\$15.32	\$15.48	\$15.58	\$15.68	\$15.77	\$15.88	\$15.96	\$16.05	\$16.21	\$16.41	\$16.58	\$16.55

Huron-Erie School Employee Insurance Association
Working Spouse Coverage
Approved as of July 1, 2008

If an employee's spouse is eligible to participate, as a current employee, self-employed individual (other than a sole proprietor) in a business or organization (e.g., partner, member), or retiree in group health insurance and/or prescription drug insurance sponsored by his/her employer, business, organization, or any retirement plan, the spouse must enroll for coverage in such employer, business, organization, or retirement plan sponsored group insurance coverage(s) no later than July 1, 2008.

This requirement does not apply to any spouse who:

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

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

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

It is the employee's responsibility to advise the HESE Health Benefit Plan (the "Plan") immediately (and not later than 30 days after any change in eligibility) if the employee's spouse becomes eligible to participate in group health insurance and/or prescription drug insurance sponsored by his/her employer, business, organization, or retirement plan after July 1, 2008. Upon becoming eligible, the employee's spouse must enroll in any group health insurance and/or prescription drug insurance sponsored by his/her employer, business, organization, or retirement plan unless he/she is exempt from this requirement in accordance with the exemptions stated in this Section.

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

If 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 health insurance and/or 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 health insurance and/or 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.



**Huron-Erie School Employee
Insurance Association - Wellness Plan**



Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	26 Removal upon End of Month	
Blood Pint Deductible	0 pints	
Overall Annual Benefit Period Maximum	Unlimited	
Wellness Plan (buy-down) Deductible - Single/Family ^{1*}	\$500 / \$1,000	\$500 / \$1,000
Wellness Plan (without buy-down) Deductible - Single/Family ^{1**}	\$750 / \$1,500	\$750 / \$1,500
Requirements for Wellness Plan (Deductible change occurs on calendar year basis)	Complete Screening and/or Physician form and Health Assessment – November 1st.	Complete Screening and/or Physician form and Health Assessment – November 1st.
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$1,000 / \$2,000* \$750 / \$1,500**	\$2,500 / \$5,000* \$2,250 / \$4,500**
Coinsurance Out-of-Pocket Maximum(Including Deductible) – Single/Family	\$1,500 / \$3,000* \$1,500 / \$3,000**	\$3,000 / \$6,000* \$3,000 / \$6,000**
Maximum Coinsurance Out-of-Pocket (COOP) / (Medical copays paid once deductible and coinsurance out-of-pocket maximum have been met) – Single/Family Effective 01/01/14	\$1,500 / \$3,000* \$1,500 / \$3,000**	\$3,000 / \$6,000* \$3,000 / \$6,000**
Physician/Office Services		
Office Visit (Illness/Injury) ^{2,7}	\$25 copay, then 100%	\$25 copay, then 70%
Specialist Office Visit ^{2,7}	\$40 copay, then 100%	\$40 copay, then 70%
Urgent Care Office Visit ^{2,7}	\$40 copay, then 100%	\$40 copay, then 70%
Preventive Services		
Preventive Services, in accordance with federal law⁶	100%	70% after deductible
Routine Physical Exams	100%	\$25 copay, then 70%
Well Child Care Services including Exam, Routine Vision, Routine Hearing Exams, Well Child Care Immunizations and Laboratory Tests (Birth to age 21- Unlimited)	100%	\$25 copay, then 70%
Routine Mammogram (One per benefit period)	100%	70% not subject to deductible
Routine Pap Test (One per benefit period)	100%	70% not subject to deductible
Routine Prostate Specific Antigen (PSA)	100%	70% not subject to deductible
Routine Endoscopies	100%	70% not subject to deductible
All Routine X-rays, Medical Tests and Laboratory Tests	100%	70% not subject to deductible
Outpatient Services		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Physical & Occupational Therapy - Facility and Professional (40 visits combined per benefit period)	90% after deductible	70% after deductible
Chiropractic Therapy – Professional Only (12 visits per benefit period)	50% after deductible	50% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	90% after deductible	70% after deductible
Cardiac Rehabilitation	90% after deductible	70% after deductible
Emergency use of an Emergency Room ^{3,7}	\$100 copay, then 100%	
Non-Emergency use of an Emergency Room ^{4,7}	\$200 copay, then 90%	\$200 copay, then 70%

Benefits	Network	Non-Network
Inpatient Facility		
Semi-Private Room and Board – Including Ancillaries (365 days per in-hospital benefit period ⁵)	90% after deductible	70% after deductible
Maternity	90% after deductible	70% after deductible
Skilled Nursing Facility (Two days available for each unused in-hospital day)	90% after deductible	70% after deductible
Human Organ Transplants	90% after deductible	70% after deductible
Additional Services		
Allergy Testing and Treatments	90% after deductible	70% after deductible
Ambulance – air if medically necessary	90% after deductible	
Durable Medical Equipment	90% after deductible	70% after deductible
Home Healthcare	90% after deductible	70% after deductible
Hospice Services	90% after deductible	70% after deductible
Private Duty Nursing	90% after deductible	70% after deductible
Mental Health and Substance Abuse – Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		

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

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

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

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

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

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

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

²The office visit copay applies to the cost of the office visit only.

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

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

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

⁶Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services

Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

⁷COOP – Coinsurance Out-of-Pocket Maximum – Once deductible & coinsurance maximum has been met, all network services will pay at 100%.

HURON-ERIE SCHOOL EMPLOYEE INSURANCE ASSOCIATION

Prescription Drug Coverage

Group Number

569036314

Members Co-pays under the plan.

- **Generic**
 - Retail - \$7.00
 - Mail Order - \$15.00

- **Preferred**
 - Retail - \$25.00
 - Mail Order - \$50.00

- **Non Preferred**
 - Retail - \$50.00
 - Mail Order - \$100.00

Covered Medications

- Federal legend drugs (those which require a prescription)
- OTC and legend insulin

Excluded medications

- Drugs used for weight loss
- Drugs used for cosmetic purposes (photo-aged skin, depigmentation)
- Photo Aged Skin products
- Drugs used for hair growth
- Drugs used for fertility treatment
- Diagnostic tests and imaging
- Medical equipment
- Continuous Glucose Monitor/Transmitters/Sensors
- OTC Hyperglycemic products
- Inhaler assisting devices
- Non-Insulin Syringes with or without Needles
- Legend Vitamin D Preparations
- Standard Rx/OTC Equivalentents
- Smoking Deterrents (OTC) (outside of the HCR ACA)
- Insulin pump supplies
- OTC Contraceptives (outside of the HCR ACA)
- Hair Growth Stimulants and products indicated only for cosmetic use
- Non-specialty Implantable medications
- Allergy Serums

Affordable Care Act Preventive medications that are covered at \$0 with a prescription

- Aspirin (generic over the counter 81mg and 325mg for males between age 45 and 79 or Females between ages 55 and 79)
- Iron (generic prescription and over the counter oral formulations [syrups, drops etc.] for ages 6 months through 12 months)
- Fluoride (generic prescription and over the counter oral formulations [drops, chewable tabs] providing less than 0.5mg per day. For ages 6 months through 5 years)
- Smoking Deterrents (generic and brand Chantix, for ages 18 and older)
- Contraceptives (prescription and over the counter generics and brands without generics*including oral, injectable, implants, diaphragms/cervical caps females through age 50)
- Vaccines (Vaccines prescribed for prevention of vaccine preventable diseases. Coverage includes vaccines recommended for travel and rabies.)
- Vitamin D (generic prescription and over the counter vitamin D containing 1,000 IU or less and vitamin D/calcium combinations containing Vitamin D2 or D3. For ages 65 and over)
- Bowel Preparations (generic and brands without generic equivalents for members between 50 and 75 years of age)

Effective July 2015 Co-pays will apply to the coinsurance Max OOP (COOP)

This summary does not contain all terms and conditions of your prescription drug coverage. It is a guide and not an all inclusive list of the products your plan covers/doesn't cover. Certain drugs may require a Prior Authorization for which your doctor will need to provide additional information to determine coverage. Coverage for certain medications may require prior use of another medication first. Some medications may be subject to a quantity limit based on manufacturer recommendations for general prescribing. For more detailed information regarding drug coverage please contact an Express-Scripts representative using the telephone number located on your prescription benefit ID card. You can also register online at [Express Scripts.com](http://ExpressScripts.com) to obtain more information on drug coverage and your cost under your plan, or download the Express-Scripts mobile app. on your mobile device

*Brands that also have a generic equivalent may also be covered in cases of medical necessity

Your prescription benefits are administered by Express-Scripts



OAPSE AND ITS LOCAL #350
Grievance Report Form

Work Location (Please Print)

Grievant's Name (Please Print)

Job Title

STATEMENT OF GRIEVANCE:

Provision of Agreement claimed to have been violated: _____

Date, Time and Location of Occurrence: _____

Relief requested: _____

Level 2

I hereby request that my grievance go to Level 2

Date: _____ Committee or Grievant's Signature _____

Received by Principal/Immediate Supervisor: _____
Date

Disposition: _____

Response: _____
Date Principal/Immediate Supervisor

Level 3

I hereby request that my grievance be forwarded to Level 3.

Date: _____ Committee or Grievant's Signature: _____

Received by Superintendent: _____
Date Superintendent

Disposition: _____

Response: _____
Date Superintendent

Level 4

I hereby request that my grievance be forwarded to Level 4 Mediation

Date: _____ Steward or Grievant's Signature: _____

Received by Board of
Education: _____

Level 5 -I hereby request my grievance be forwarded to Level 5, hearing before the Board of Education. , the grievance be appealed in the proper court of jurisdiction under provisions set forth in the Ohio Revised Code.

I hereby request, that my grievance be appealed in the proper court of jurisdiction under provisions set forth in the Ohio Revised Code.

Date: _____ Union Signature: _____

Received by Superintendent _____
Date Superintendent

**TO BE MADE IN TRIPLICATE: 1 – For the Administration
2 – For the Association
3 – For the Aggrieved**

