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MASTER AGREEMENT

BETWEEN THE

**ASHTABULA COUNTY
TECHNICAL & CAREER CENTER
BOARD OF EDUCATION**

AND THE

**CHAUFFEURS, TEAMSTERS,
WAREHOUSEMEN
AND HELPERS
LOCAL UNION #377**

MAY 1, 2013 - APRIL 30, 2016

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STATE OF OHIO
DEPARTMENT OF
REVENUE

MAY 1, 2013– APRIL 30, 2016
CHAUFFEURS, TEAMSTERS, WAREHOUSEMEN AND HELPERS
LOCAL UNION #377
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AGREEMENT

This Agreement is made this 20th day of May, 2013, by and between the Ashtabula County Technical & Career Center Board of Education, hereinafter called the "Board", and Teamsters, Chauffeurs, Warehousemen and Helpers, Local Union No. 377, hereinafter called the "Union", sets forth the terms of wages, hours and working conditions for the regular full-time, non-professional, non-teaching employees in the Kitchen, Maintenance and Custodial classifications.

WITNESSETH:

WHEREAS, the purpose of this Agreement is to establish harmonious relations between the Board and the Union to facilitate orderly, collective bargaining relations between the parties hereto; to secure prompt and equitable disposition of grievances; and to establish wages, hours and working conditions for all employees covered by this Agreement.

Now therefore, for and in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE 1 - RECOGNITION

- 1.1 The Ashtabula County Technical & Career Center Board of Education recognizes the Chauffeurs, Teamsters, Warehousemen and Helpers of America, Local 377 as the exclusive representative of the bargaining unit as defined in section 2.1 of this Agreement for the purposes of collective bargaining with respect to wages, hours and terms and conditions of employment, and the continuations, modification, or deletion of an existing provision of this contract.

ARTICLE 2 - THE BARGAINING UNIT

- 2.1 The bargaining unit shall consist of all regular full-time non-professional, non-teaching employees in the following classifications:
- Kitchen Employees
 - Maintenance
 - Custodial
 - Class B - Kitchen Employees
- 2.2 All other positions and/or personnel shall be excluded from the proposed bargaining unit including, but not limited to, supervisors, WIA students, and any individual or position following with the statutory exemptions of ORC 4117.01 (c).

ARTICLE 3 - NEGOTIATIONS

3.1 Request for Meetings

Upon receipt of a written request to schedule a meeting for the purpose of beginning negotiations, the party receiving such notice will have ten (10) days to reply to the request. Within twenty (20) days of the date of the request to schedule a meeting, the parties shall establish the first date for negotiations. The initial request shall be made not more than ninety (90) days, or less than sixty (60) days, prior to contract termination date. All days referred to in this section shall be calendar days.

3.2 Meetings

The parties shall meet at mutually agreed upon times and places. Negotiations shall be conducted in a manner which will minimize interference with the employees' required work schedules. The anticipated length of meetings shall be established at the negotiations first meeting. All meetings shall be held in closed session.

3.3 Submission of Issues

All issues submitted for negotiations by the Union shall be made in written proposals at the first meeting, and the Board shall submit its written proposal to the Union no later than the second meeting. No new issues shall be submitted by either party following the initial presentation of proposals, unless same is agreed to by both parties.

3.4 Negotiating Teams

The Board or the designated representative of the Board, will meet with representatives designated by the Union for the purpose of discussing and reaching agreement. Each team shall have no more than five (5) members. While no agreement shall be final without ratification by the Union and adoption of the Board, the negotiating teams will have the authority to make proposals, consider proposals, and make tentative agreements.

3.5 Exchange of Information

Prior to and during the period of negotiations or impasse, the Board and the Union agree to provide to each other relevant data and supporting information concerning the issue or issues under consideration.

3.6 Caucus

Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a period of time within which to caucus in privacy.

3.7 Item Agreement

As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator for each party. Such initialing shall be construed as a tentative agreement by both parties on that item or issue, subject to final ratification by the Union and adoption by the Board.

3.8 Intent to Recommend

Prior to the Negotiated Agreement being presented to the Union and to the Board, each member of the respective bargaining teams shall pledge to recommend adoption of the tentative agreement.

3.9 Agreement

When an agreement is reached through negotiations, the tentative agreement shall be reduced to writing. Both parties shall review the agreement together to determine the

accuracy of the transcript. If the agreement is then in proper form, it shall be submitted to the Union for ratification and adoption. No later than the next regular Board meeting, the Agreement shall be submitted to the Board for approval and become part of the official Board minutes and binding both parties. Said Agreement shall be signed by the Local No. 377 Business Agent and the Union Steward. The Board President, the Superintendent, the Treasurer, and the Board's chief negotiator will sign on behalf of the Board of Education.

3.10 Dispute Settlement Procedure

The parties agree to discuss all issues in good faith in an effort to resolve them within sixty (60) days of the onset of the first negotiation session. When the parties reach impasse, the parties shall jointly submit all unresolved issues to mediation with the Federal Mediation and Conciliation Service (FMCS). The parties agree that the aforementioned mediation process will constitute their exclusive dispute settlement procedure. The parties hereby agree to waive the right to utilize any other dispute resolution procedure, including those enumerated in Chapter 4117 of the Ohio Revised Code.

3.11 News Releases

Negotiating meetings will be closed to the press and public. No news releases concerning negotiations will be given to the media or public by either party unless the parties have utilized the dispute settlement procedure established by this Agreement, and have been unable to reach agreement through mediation. Any party intending to make a news release shall provide the other party with a copy of the release at least twenty-four (24) hours prior to publication of the news release.

3.12 Contrary to Law

Should any provision(s) of this agreement be found to be in violation of any federal, state, or local laws, rules and/or regulations by a court of competent jurisdiction, then that portion of this agreement shall be considered null and void. The remainder of the agreement shall remain in force and effect. Any portion of this agreement found to be contrary to law shall be re-negotiated by the parties.

ARTICLE 4 - MANAGEMENT RIGHTS

4.1 Except as modified or prohibited by the terms and conditions of this Collective Bargaining Agreement, the employer retains the right to:

- a. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- b. Direct, supervise, evaluate, or hire employees;
- c. Maintain and improve the efficiency and effectiveness of governmental operations;

- d. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- e. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees as prescribed by law;
- f. Determine the adequacy of the work force;
- g. Determine the overall mission of the employer as a unit of government;
- h. Effectively manage the work force;
- i. Take actions to carry out the mission of the public employer as a governmental unit.

ARTICLE 5 - JOB DESCRIPTIONS

- 5.1 The Union shall be furnished a copy of the job description of each position covered under the terms of this Agreement.
- 5.2 Prior to creating a new job description or making any changes in the existing job descriptions for bargaining unit positions, the Superintendent agrees to notify the Union of any anticipated change, and a meeting will be established to discuss the new job description and/or changes in existing job descriptions, and updates will be furnished to the Union and employee's. The Union acknowledges that the Superintendent has the sole discretion in determining the identity and nature of all job descriptions, and any changes that are deemed to be necessary. If a job description is created or is significantly changed, the new position will be posted for bidding. If that new position is not awarded to the person who previously occupied the former position, that person will have the right to displace another person in the same classification with less seniority. All new job description updates shall be furnished to employees.
- 5.3 All newly-hired employees shall be furnished a copy of their job description upon being hired. All other employees may receive a copy of their job description upon request.
- 5.4 All job descriptions shall include the qualifications and performance responsibilities required to carry out the work for the position.
- 5.5 Job descriptions will list the general duties to be performed by the employee for each position. Any reference to "other duties as assigned" shall be construed as meaning those other duties that are reasonably related to the scope of the general job description.

ARTICLE 6 - MEAL PERIODS AND REST PERIODS

- 6.1 Each employee shall be entitled to an unpaid lunch period of one-half (1/2) hour.
- 6.2 Each employee shall be entitled to a fifteen (15) minute rest break in the first half of his work day, scheduled by the Board, and a fifteen (15) minute rest break in the second half of his work day, scheduled by the Board.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.1 Definitions

- a. Grievance - A grievance is a claim by a member(s) of the bargaining unit that there has been a violation, misrepresentation or misapplication of any provision of the Master Agreement of a member of the bargaining unit.
- b. Grievant - A grievant is any person who files a grievance.
- c. Days - Shall mean work days except during summer when days shall be week days excluding holidays (i.e., July 4).

7.2 Factors and Conditions

- a. All grievances will be presented to the appropriate administrator who has the authority to grant the relief being sought.
- b. A grievant may be accompanied and assisted at any and all steps of the grievance procedure by the Union. In any instance(s) where the Union is not the representative of the grievant, the Union must be notified and included in all meetings.
- c. The fact that an employee files a grievance shall not be recorded in his/her personnel file or in any file used in the transfer, assignment, or promotion process; nor shall such fact be used in any recommendation for re-employment or recommendation for other employment; nor shall the grievant, the Union or its officers be placed in jeopardy or be subject to reprisal or discrimination for having followed this grievance procedure.
- d. The failure of a grievant to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the specified time limits shall automatically resolve the grievance in favor of the grievant and the relief sought shall be granted.
- e. The number of days indicated at each step is considered a maximum. The time limits, however, may be extended by mutual written agreement.
- f. All notices to the grievant of hearings or disposition of grievance shall be hand delivered or mailed with return receipt.
- g. This procedure must begin within twenty (20) working days that the alleged grievable act was known or reasonably should have been known.
- h. All grievances shall begin at Step One. If the Superintendent hears Step I, the grievant may proceed to Step Three if not satisfied with the response given at Step One.

7.3 Grievance Procedure

- a. Step One: The grievant will verbally identify and present the grievance to the immediate administrator who has the authority to grant the relief being sought with

the objective of resolving the matter formally. A statement of the date and time of such meeting shall be signed by both parties at that meeting and a copy shall be retained by each.

- b. Step Two: If a satisfactory solution is not effected, the grievant shall present the grievance in writing by filing the appropriate forms to the administrator within five (5) days after the response from the informal meeting. The administrator shall render a written response to the grievant within five (5) days after the receipt of said grievance.
- c. Step Three: If a satisfactory solution is not effected, the grievant shall present the written grievance to the Superintendent within five (5) days of the receipt of the Step Two response. The Superintendent shall, within seven (7) days of receipt of the grievance, hold a meeting to hear the grievance. Within five (5) days of this meeting, the Superintendent shall issue a response in writing to the grievant.
- d. Step Four: If the action taken in Step Three does not resolve the grievance to the satisfaction of the grievant, the Union shall notify the Board within fifteen (15) days of its intent to submit the grievance to arbitration. The Union shall submit its demand for arbitration to the American Arbitration Association in accordance with its rules.

The Union shall have the exclusive right to determine whether to proceed to the arbitration step of the procedure.

The costs of the arbitrator and hearing room shall be borne by the losing party. The arbitrator shall determine the losing party and shall not split the cost. The cost of producing a written transcript shall be borne by each party requesting the transcript or a copy thereof.

Decision of the arbitrator shall be final and binding upon all parties.

7.4 Meetings and hearings held under this procedure shall be conducted before or after normal business hours, except where mutually agreed, on the A-TECH premises, except for arbitration hearings which shall be held at a neutral site. If employees are required to attend meetings or hearings during their scheduled shift, they will not lose any compensation.

7.5 A grievance may be withdrawn by the Union at any time and without precedence.

7.6 Power of the Arbitrator

- a. The arbitrator shall be empowered, except as limited below, after due investigation, to make a decision in case of a claim based upon interpretation, meaning, or application.
- b. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this contract.
- c. The arbitrator shall have no power to change the Board's officially adopted salary schedule and indexes.

- d. The arbitrator shall have no power to decide any questions, under this Agreement, which is solely within the responsibility of management to decide. In rendering a decision, an arbitrator shall give due regard to the responsibility of management, except as conditioned by this contract.
- e. In the event it is claimed by the administration and/or Board that any matter filed as a grievance is not arbitrable as a contract grievance, such dispute may be pursued to arbitration, with the arbitrator having the authority to rule on the issue of arbitrability prior to conducting a hearing on the merits of the dispute.
- f. Any decision by an arbitrator which is outside the scope of the arbitrator's power as outlined by this section, shall be null and void and not binding on any party.

ARTICLE 8 - DISCIPLINARY PROCEDURES

- 8.1 The Superintendent has the right to suspend an employee from his/her employment for three (3) working days or less for just cause.
- 8.2 In the event a bargaining unit employee's employment is to be suspended for more than three (3) days or terminated, the Board agrees: (a) to provide the individual with written notice of the reason(s) for the intended action, together with the date(s) for the implementation of the disciplinary action; (b) to provide the individual the opportunity to have a pre-disposition hearing before the Superintendent; and (c) to provide the individual with a written decision following the hearing stating the nature of the disciplinary action to be taken and the reasons therefore. The employee has the right to have Union representation throughout the entire disciplinary procedure. Any disciplinary action taken may be challenged by the employee through the grievance procedure.
- 8.3 The Superintendent shall notify the Union's Business Agent of any suspension or discharge by providing the Business Agent with a copy of the written notice to be sent to the employee.
- 8.4 In the case of an emergency (i.e., employee is guilty of insubordination, dishonesty, drunkenness, immoral conduct, reckless conduct, or any other just cause), the Superintendent has the right to immediately suspend the employment of a bargaining unit member. The employee's rights to notice, hearing, and reasons for such a suspension and/or discharge shall be provided as soon as is practicable thereafter.
- 8.5 Any employee who is suspended without pay shall continue to receive all employee fringe benefits during the time of the suspension (i.e., health and life insurance benefits).
- 8.6 Any employee who is discharged shall be entitled to receive full payment of all wages including accrued and unused vacation pay for work performed up to the date of discharge. This payment will be made by the Board at the next regularly scheduled payday.

ARTICLE 9 - UNION STATUS AND CHECK OFF

- 9.1 All new employees shall be considered on probationary status for Union membership for a period of thirty (30) calendar days from the date of their hire.

- 9.2 Employees who are not now members of the Union, and in addition, all persons who shall become employees covered by this Agreement subsequent to the effective date of this Agreement, if admitted to membership in the union, shall be admitted without discrimination and on fair and reasonable terms and conditions in accordance with the provisions of the Constitution and By-laws of the Union.
- 9.3 The Board agrees that it will deduct regular Union dues from the pay of each employee, who in writing, in accordance with law, voluntarily authorized the Board to do so, such deductions shall be made once a month and remitted to Secretary-Treasurer of the Union.
- 9.4 Nothing contained in this Agreement, shall be construed so as to require the Board to violate any applicable law.
- 9.5 The Board acknowledges that all employees who are presently members of Teamsters Local Union No. 377, as well as those employees who will join the Union in the future are subject to the rules and regulations.
- 9.6 All new employees who are eligible to join the bargaining unit shall be informed of the Union's presence by the Union Steward. The name, hire date, and job position of the new employee shall be submitted to the Steward, in writing, within fifteen (15) days after the new employee's first day on the job.
- 9.7 At the beginning of each school year, the Union will supply the Board with a list of bargaining unit members who will have their dues deducted. The Union will also supply the Board's Treasurer with notice of any rate changes for the dues to be deducted.
- 9.8 No dues will be deducted for bargaining unit members who are not receiving compensation.

ARTICLE 10 - REDUCTION IN FORCE

10.1 General

The parties recognize that the Board of Education has the authority and responsibility to undertake measures for the efficient operation of the public schools. The exercise of that authority and responsibility may necessitate a reduction in work force.

- 10.2 When, in the Board's discretion, it becomes necessary to reduce staff, effort will be made to hold personnel by adjusting work schedules.

10.3 Definition of RIF

A reduction in force (RIF) shall have occurred when the Board reduces, eliminates, or fails to fill a bargaining unit position.

10.4 Reasons for RIF

The Board of Education may reduce in force for the following reasons:

- a. Financial reasons
- b. Lack of work

- c. Abolishment of position(s)
- d. Return of an employee from a Leave of Absence or sick leave or medical leave
- e. Building closing(s), suspension of schools, or territorial changes.

When the reason is "financial reasons", the Board agrees that there will be no layoff(s) when the Board's financial statements show an unencumbered carryover balance of ten percent (10%), or more, of its annual gross revenues as of the end of the fiscal year.

During the reduction in force process, the number of employees affected by RIF shall be kept to a minimum by not employing replacements, insofar as it is practical, for employees who resign, retire, or otherwise vacate positions.

10.5 Seniority

Seniority, for reduction in force purposes, shall be determined by the employee's seniority within a classification with the district by using the employee's date of entry into classification affected.

If two or more employees have the same length of continuous service within the classification being reduced, seniority will be determined by:

a. Equal Seniority

1. A tie in seniority shall occur when two (2) or more employees have the same amount of seniority credit as determined by the seniority list.
 2. Ties in seniority will be broken by drawing number to determine order of seniority. Seniority numbers shall be retained throughout the term of employment.
- b. Any employee's seniority will be broken upon resignation, discharge or non-renewal.

10.6 Notification of Anticipated RIF

- a. If the Board determines a RIF is necessary, the Board shall notify the Union Business Agent in writing, not less than thirty (30) calendar days prior to the date the RIF is to be implemented. The notification shall include the reason(s) for the RIF: the position(s) to be reduced, eliminated or not filled; the date of the Board's action to implement the RIF; and effective date of the RIF.
- b. Within ten (10) days of receipt of the notification contemplated by Paragraph A, representatives of the Board and/or its designee and the Union shall meet to review the proposed RIF. At that meeting, the Board and Union will prepare a RIF list of potentially affected employees, and will discuss the need and date for a bumping or displacement meeting, as contemplated in this Article.

10.7 Implementation

In determining the position(s) within a classification to be reduced, the following sequence shall be used:

- a. All persons who are to be affected by a displacement or "bumping", and are entitled to notice of a "bumping meeting", shall be provided with written notice by certified mail within five (5) working days of the bumping meeting. Once the certified mail notice has been sent to the employee, no further notice will be required. All affected employees shall attend the bumping meeting or, by not attending, will have waived the right to bump or displace a less-senior employee. In the case of an emergency or for unforeseen circumstance, the Superintendent, or his designee, may reschedule a bumping meeting at either a time mutually agreed upon by the Superintendent and all the employees involved, or by renotifying the affected employees as contemplated herein.
- b. Employee(s) shall be laid off in reverse classification seniority order, that is, the employee with the least amount of classification seniority is the first to be laid off.
- c. Employees affected by RIF may displace any other employees within the classification who have less classification seniority.

10.8 Layoff Rights

- a. The Board agrees not to contest an employee's application for Unemployment Compensation benefits.

10.9 Recall Rights

- a. Laid-off employees shall be recalled in reverse order of seniority, within the classification, i.e., the most senior laid-off employee--first recalled.
- b. Reinstatement from the recall list shall be to the same or equivalent position which the employee is qualified or has the ability to do so. An employee who is recalled will return to a position having work, hours, and pay rate which is comparable to that held by the employee prior to layoff.
- c. Upon recall, an employee shall be given notice at his/her last known address by certified mail. It shall be the employee's responsibility to keep the Board advised of his/her address. The employee's notice of a change of address shall be made in writing. The employee shall be given five (5) work days from the receipt of the certified mail to accept or decline such offer and shall be granted a maximum of ten (10) work days from the date of receipt of the recall notice to report to work. If the employee does not respond, their name will be removed from the RIF list.
- d. A person who has refused recall to a position as is contemplated in this article shall be removed from the recall list.
- e. An employee who is laid off under this procedure will remain on the recall list for two years from the date of layoff, and will continue to earn seniority during the period of the layoff (not to exceed two years).

ARTICLE 11 - UNION STEWARD

- 11.1 The Board recognizes the right of the Union to designate Job Stewards and Alternates.
- 11.2 The authority of the Job Stewards and Alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities:
- a. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
 - b. The collection of dues when authorized by appropriate local union action.
 - c. The transmission of such messages and information which shall originate with, and are authorized by the local union or its officers, provided such messages and information:
 - (1) have been reduced to writing, or
 - (2) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow downs, refusal to handle goods or other interference with the Board's business.
- 11.3 Job Stewards and Alternates have no authority to take strike action or any other action interrupting the Board's business.
- 11.4 The Board recognizes these limitations upon the authority of the Job Stewards and their Alternates, and shall not hold the Union liable for any unauthorized acts. The Board in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Job Steward has taken unauthorized strike action, slow down or work stoppage in violation of this Agreement.
- 11.5 All activities relative to adjusting grievances and other Union activities shall be conducted before or after regular working hours, unless mutually agreed by the parties. If the Union Steward is required to meet with the Superintendent during regular working hours, the Steward or his assignee of the Local Union will be released from his working duties without loss of pay.

ARTICLE 12 - BARGAINING UNIT WORK PRESERVED

- 12.1 Except as otherwise provided in this Collective Bargaining Unit the Board shall not subcontract out Bargaining Unit work.
- 12.2 Substitute employees may be used to fill in for a regular employee for vacation, sickness or leave of absence. Substitutes shall not be used to defeat overtime of regular employees.
- 12.3 The Board shall establish the substitute employee's wage rate and benefit entitlements.
- 12.4 Laid off employees who wish to work as substitutes will inform the Superintendent that they want to be placed on the substitute list. All laid off employees shall be first called on a seniority basis to work as substitutes for as long as they are on the recall list.

- 12.5 The Board reserves the right to contract with third parties to purchase services for necessary specialized work requiring technical expertise (i.e., electrical, plumbing, roofing, carpeting, laying tile, general contracting for permanent improvements, etc.), provided that no maintenance or custodial employees shall be displaced or reduced in regular working hours because of the specialized work.
- 12.6 The Board also reserves the right to hire temporary help, for periods of time not to exceed one hundred thirty (130) days per calendar year for extraordinary and seasonal needs (i.e., painting, mowing grass, snow removal, etc.), and during the summer months for the purpose of completing work necessary to ready the school grounds for the beginning of each school year, provided that no maintenance or custodial employee shall be displaced or reduced in regular working hours because of the temporary work.

ARTICLE 13 - SENIORITY AND BIDDING

13.1 District-Wide Seniority

District-wide seniority shall be defined as an employee's length of continuous service with the Board as determined by the most recent date of hire as a regular employee.

13.2 Classification Seniority

Classification seniority shall be defined as the employee's continuous length of service within a particular classification, measured from the date of entry into each classification. Classification seniority shall prevail in connection with the awarding and filling of positions as is set forth in this article, and will also prevail in connection with any reduction in force as is set forth in Article 10, Reduction in Force.

13.3 Probationary Period

There shall be a probationary period of ninety (90) working days, which can be extended by mutual consent, following the Board's approval of the hiring of a new employee to allow the Board to determine the fitness and ability of the new employee to do the work required. At any time during the probationary period, the new employee may be terminated for any legitimate reason. During the probationary period, a new employee shall have no seniority rights. Employees retained beyond the ninety (90) working days probationary period shall have their seniority computed as of their date of hire.

13.4 Accrual of Seniority

Seniority shall accrue for all time an employee is on active pay status, is laid off and still on the recall list, or is receiving Workers' Compensation benefits. Time spent on a Board-approved unpaid leave of absence in excess of one year shall not contribute to the accrual of seniority but shall not constitute a break in seniority.

13.5 Loss of Seniority

Seniority shall be lost when an employee retires, resigns, or is discharged from employment for legitimate reasons.

13.6 Vacancy Defined

Vacancies shall be defined as either (1) a position which is open because a bargaining unit member is on leave of absence, approved by the Board, which is expected to last longer than one year; (2) a regular position which is newly created; or (3) a position which is unfilled for the following school year because of death, retirement, resignation, or termination, and which the Board intends to fill. Any vacancy which arises during the term of the school year due to a death, retirement, termination, resignation or leave of absence shall be posted as outlined herein.

13.7 Posting of Notices

In the event that a vacancy arises in a bargaining unit position, the Board will post a notice of such vacancy. All "regular employees" will have the opportunity to bid upon these vacancies, subject to the bid procedures that are set forth herein. A "regular employee" is a person who is currently employed. Any person who has not yet successfully completed the ninety (90) day probationary period is not a "regular employee."

13.8 Bid Procedure

An employee must make a bid for a vacant position in writing. All bids shall be received by the Board within ten (10) working days of the posting of notice to take bids.

13.9 Awarding of Position

A vacant position will be awarded in accordance with the following:

- a. Applicants within the classification of the vacancy shall have the first bidding rights based upon classification seniority. The position will be awarded to the applicant from the classification who has the most classification seniority and who has the ability to perform the work.
- b. If no employee within the classification of the vacancy is qualified, or applies for the position, the position will be awarded to the most qualified person. In determining the most qualified person, the Board will consider all applicants from within the bargaining unit, as well as all applicants from outside the bargaining unit, including persons not employed by the district.
- c. An employee who is awarded a position within a classification which has a higher index/salary schedule, will be placed on that salary schedule at the step equal to the salary schedule on which the employee is presently employed. The employee will stay at the higher salary schedule step, until he/she is in that classification for the number of years experience equal to the step they were placed at, at the time they were awarded the position, and the employee shall receive negotiated yearly raises. Once the years of experience matches/equals the step they were placed at, the employee will then begin to matriculate through the salary schedule on a year per step basis.

13.10 Training Period

An applicant from the bargaining unit who is awarded a position outside of his former classification shall take the position subject to a fifty (50) working day training period. At any time during that period, the employee may be removed or reassigned to his former position if it is determined by the Board that the employee does not have the ability to perform the work. An employee who returns to his former position will do so without the loss of classification seniority.

13.11 Hourly Rate

When the position is awarded and the employee begins to work, the successful bidder will receive the hourly rate established by the applicable collective bargaining agreement for the new position at the entry level rate of pay for that classification, subject to the employee's successful completion of the applicable probationary or training period.

ARTICLE 14 - POSTING OF NOTICES

- 14.1 The Board agrees to the posting in a designated area within its business premises of notice of Union meetings, etc., by an elected or appointed official of the Union.

A bulletin board shall be designated for Union use in "B" complex. The Union also shall have access to the employee mailboxes for distribution of Union material to its members.

The Union Steward shall be responsible for the material placed into the employee's mailboxes.

- 14.2 Notice of Board meetings and agenda shall be provided to the Union Steward at least 24 hours prior to board meeting dates.

- 14.3 Board policy is posted on the District's website.

ARTICLE 15 - TEMPORARY TRANSFER

- 15.1 An employee who is temporarily transferred to work in another job classification on which the pay is higher than for his regular job shall receive the wage rate for the higher classification for the time worked in the higher classification.

ARTICLE 16 - REPORTING PAY

- 16.1 Any employees called to work at times outside of their regular schedule, shall be paid at the overtime rate. The reporting time shall be a minimum of two (2) hours at the overtime rate.

- 16.2 Employees are only permitted to check in 10 minutes early when reporting to work and must clock in on or before their designated shift. Employees who clock in earlier than 10 minutes of their shift will not be considered at work for that shift, unless instructed by a supervisor to do so. Employees who check in after their shift beginning time may be subject to being deducted 15 minutes of time from their pay for any portion of any one-quarter hour of lateness. Employees are not permitted to clock in/out for another employee. Any employee clocking in/out for another employee shall be subject to disciplinary actions.

ARTICLE 17 - VACATION

17.1 All full-time employees shall receive the following vacation pay:

After the completion of 1 year - 2 weeks
After the completion of 8 years - 3 weeks
After the completion of 15 years - 4 weeks

When the employee has reached 19 years of continuous service with the Ashtabula County Technical & Career Center, the employee shall receive one (1) additional day of vacation each year beyond the 19 years. No credit will be given for employment experience outside the Ashtabula County Technical & Career Center.

17.2 For the purpose of this article, a full-time employee is one who is employed not less than eleven months in each calendar year, excluding work performed under a supplemental contract. An employee's anniversary date for computing vacation benefits will be the employee's most recent date of hire.

17.3 Employees will submit requests for vacation to the Superintendent for approval at least ten (10) days prior to the proposed start of the employee's vacation.

17.4 Employees will be allowed to request permission to carry over one week of their vacation time to the following year, with permission of the Superintendent, not to exceed six weeks carry over from year to year. A person will not be able to take more than the amount of one year's earned vacation at any one time within a calendar year.

ARTICLE 18 - HOLIDAYS AND WEEKEND WORK

18.1 All custodial and maintenance employees shall receive the following paid holidays.

New Year's Day
Good Friday
Memorial Day
Fourth of July
Martin Luther King Day
Labor Day
Thanksgiving Day
The Friday after Thanksgiving Day
Christmas Day

**When Good Friday is a day when students (secondary or Adult) are not scheduled to have classes.

18.2 All cafeteria employees shall receive the following paid holidays:

New Year's Day
Memorial Day
Martin Luther King Day
Labor Day
Thanksgiving Day
The Friday after Thanksgiving Day
Christmas Day

- 18.3 Christmas Eve will also be paid holiday for all bargaining unit members if it falls on a weekday.
- 18.4 Employees required to work on Sundays or holidays will be paid double time. Employees required to work on Saturdays will receive one and one-half (1-1/2) times their hourly rate.
- 18.5 Holidays that fall on Saturday shall be observed on the proceeding Friday. Holidays that fall on Sunday shall be observed on the following Monday.

ARTICLE 19 - CANCELLATION OF SHIFT

- 19.1 Should a work shift be canceled an employee will receive his/her regular daily rate of pay.
- 19.2 Should a shift be canceled, any employee required to work, by their direct Supervisor, during the time of cancellation, shall be compensated at their rate of double time in lieu of their regular rate of pay for all hours worked.
- 19.3 Should a shift cancellation occur after an employee has already reported to work as required by the employee's schedule, the employee shall be paid at time and one-half (1-1/2), for all hours that the employee was required to work beyond the time of cancellation. When a mid shift cancellation occurs an employee will be paid for all hours of the shift at the regular time.
- 19.4 Employees shall have the option to request compensatory time in lieu of overtime pay. Such compensatory time shall be granted at time and one-half (1-1/2), for all hours worked in accordance with this Article. Compensatory time shall not be accrued for more than forty hours (40), and must be used within two (2) months of accrual, unless otherwise approved by the Superintendent.
- 19.5 Any employee who works will receive one comp day, to be used within a six month period, after they have been called in to work two or more snow days.
- 19.6 All cafeteria employees will be required to report to work on all State's allowed calamity days. All cafeteria employees will not be required to report to work on all calamity days beyond the State's allowed calamity days. Non workdays will not constitute a cancellation of shift.

ARTICLE 20 - SICK LEAVE

- 20.1 Sick leave for employees shall be as follows:

Employees shall receive one and one quarter (1-1/4) days sick leave per month, computed on the first day of each month following a full month of employment. Unused sick leave days may be accumulated up to a maximum of two hundred thirty five (235) days. An employee may use sick leave for absence due to the following reasons:

1. Personal illness or injury
2. Exposure to contagious disease which could be communicated

3. Pregnancy
4. Illness, injury or death in the immediate family.

20.2 Any employee who is absent from work by reason of sickness or disability for more than five (5) days shall be required on request to furnish a doctor's excuse.

20.3 Should any questions arise as to the validity of any request for sick leave allowance, then such request shall be reviewed by the Board or its designee and a representative of Local #377 International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America. Should any employee be guilty of fraud in the falsifying of a report or of a request for sick leave allowance, then such employee shall be subject to immediate disciplinary action.

20.4 If any employee is absent from work due to illness, such employee shall not be dismissed for at least an 18 month period after the employee began his/her sick leave.

20.5 Employees actually making application and accepting retirement from PERS/SERS, upon retirement or disability retirement, employees shall be paid for all unused accumulated sick leave days up to a maximum of 25% up to eighty days (80) days for 2013-2016.

20.6 (a) Whenever the word "disability" is used in this Agreement, it shall mean disability which makes the employee eligible for state retirement disability benefits.

20.6 (b) Immediate family is defined as father, mother, brother, sister, husband, wife, child, or any other member who has stood in the same family relationship with the employee as any of these or any other person who is a permanent member of the employee household.

20.7 All personnel who expect to use sick leave shall notify the switchboard between 5:30 a.m. and 6:30 a.m. Monday through Friday for 1st shift.

By 10:30 a.m. Monday through Friday for 2nd shift.

By 5:30 p.m. Monday through Thursday for 3rd shift.

3rd shift personnel shall call a designated voice mail box through the ACJVS switchboard on Sunday with a call off time by 5:30 p.m.

Failure to notify within the established time will result in loss of one (1) days pay once the third offense has occurred, and additional loss of one days pay for each subsequent offense occurring in a one year period, from July 1st through June 30th.

20.8 Twelve month, eight hour employees who do not use any sick leave from July 1st through June 30th, shall be compensated the first pay in August \$150.00.

Cafeteria employees who do not use any sick leave from July 1st through June 30th shall be compensated the first pay in August \$75.00.

20.9 All bargaining unit members can take sick leave in 1/4, 1/2, 3/4 or full day increments.

- 20.10 Employees who call in sick after the closing of the school shall be deducted one day's pay unless they provide to the Superintendent a physician's statement that he/she was ill and physically not able to work on the day the school was closed.

ARTICLE 21 - PARENTAL LEAVE

- 21.1 An employee who becomes the parent of a new-born or adopted child shall have the right to an unpaid leave of absence for a period not to exceed one (1) year from date of birth or the date of adoption. Upon request of the employee, the Superintendent shall grant an unpaid leave of absence not to exceed one (1) additional year for the purpose of child rearing.
- 21.2 Application for parental leave should be filed at least thirty (30) days prior to the anticipated beginning date of the leave. In case of early delivery or adoption, the thirty (30) day rule shall be waived; however, the employee must notify the Superintendent at the earliest opportunity of the intent to take parental leave.

ARTICLE 22 - JURY DUTY

- 22.1 Whenever any employee is required to serve on jury duty, the Board will pay the difference between his/her regular pay and his/her jury duty pay. Employees are required to notify their supervising administrator upon receipt of a notice of being selected for jury duty. Employee is required to provide proof of attendance to the Treasurer's office upon completion of jury duty. Employees on second & third shift will be able to not report to work if they serve on jury duty. Second and third shift employees will get the shift after jury duty day. Employee must inform the district before the shift begins to be eligible.

ARTICLE 23 - PERSONAL LEAVE

- 23.1 Each member of the bargaining unit shall be allowed three (3) days of paid non-accumulated personal leave each year without loss of salary. Unused personal leave at the end of each contract year shall be converted to sick leave.
- 23.2. In emergency situations, which shall be defined as an unpredictable event, requests for personal leave may be submitted with less than twenty-four hours notice.
- 23.3. Personal leave cannot be taken the date before or after a holiday or vacation. For other than emergency situations, the notification for such leave must be submitted ten (10) business days prior to the day requested.

ARTICLE 24 - DEATH IN FAMILY

- 24.1 In case of death in the immediate family, an employee shall be allowed to use sick leave not to exceed five (5) days. The immediate family shall be construed to mean mother, father, brother, sister, husband, wife, son and daughter, parent-in-law, stepchild, grandchild, any person with whom the employee has made his/her home or any near relative who resides in the same household. The employee will be granted two (2) additional days if the employee needs more time off for extenuating circumstances approved by the Superintendent.

- 24.2 In case of death of a near relative, the employee shall be allowed to use one (1) day of sick leave to attend the funeral. Near relative shall be construed to mean first cousin, aunt, uncle, niece, nephew, grandfather, grandmother, sister-in-law, brother-in-law, son-in-law, and daughter-in-law.
- 24.3 An employee who has previously exhausted his/her sick leave will be credited with up to three (3) days of sick leave in advance for the purposes of this article.

ARTICLE 25 - PREGNANCY LEAVE

- 25.1 Pregnancy leave shall be granted to any pregnant employee.
- 25.2 Such leave shall begin at any point of the pregnancy and shall continue until the employee's physician certifies that she is able to resume her normal duties.
- 25.3 An employee who is on pregnancy leave shall continue to receive her pay and benefits by use of her sick leave during the leave period. The employee shall have the right to continue her leave without pay and benefits if her sick leave has been exhausted. A pregnant employee who exhausts her sick leave and has been employed by the Board for at least ten (10) years, shall be entitled to receive up to two (2) months of coverage under the Board's fringe benefits plan, at the Board's cost.
- 25.4 Application for pregnancy leave should, when possible, be made to the Superintendent by the third trimester.
- 25.5 An employee shall return to work immediately following the expiration of the leave, unless another leave is taken pursuant to the provisions of this contract.

ARTICLE 26 - LEAVE OF ABSENCE

- 26.1 Upon request of the union, the Union Steward shall be granted up to five (5) days leave of absence, without pay, for Union Steward to attend Union's conferences/training seminars. The union will provide the Board with at least forty-eight (48) hours notice of its request of such leave. The Union Steward will not receive or accrue any benefits while on such leave.
- 26.2 Federal Family Leave of Absence Act - The Union/employees agree to abide by the provisions of the FMLA and Board policies and procedures regarding FMLA.

ARTICLE 27 - WORKERS' COMPENSATION

- 27.1 All employees covered under this Agreement are protected under the State Workers' Compensation Act of Ohio, in cases of injury or death incurred in the course of or arising out of their employment.
- 27.2 An injury sustained while performing assigned responsibilities shall be reported on the appropriate accident report form and submitted to the injured employee's supervisor within twenty-four (24) hours after the injury. An application for benefits shall be filed in accordance with Bureau of Workers' Compensation rules and regulations. The employee shall have the right to apply for wage reimbursement under Workers' Compensation, or use accrued sick leave, but may not use both.

ARTICLE 28 - RESIDENCY

- 28.1 The Board will not unilaterally impose a residency requirement on existing members of the bargaining unit.

ARTICLE 29 - TUITION

- 29.1 The Board shall continue to grant bargaining unit members the right to take adult education classes without cost, subject to the availability of space in the class selected. Bargaining unit members shall pay the cost of their own supplies and materials which are required of students attending the classes.

ARTICLE 30 - MILEAGE

- 30.1 Approved mileage submitted to the appropriate supervisor by the 8th of each month will be paid within fifteen (15) work days of such submission at the rate allowed by the Internal Revenue Service as in effect on January 1 of each year. Changes in the allowable rate shall be put in effect for the following fiscal year July 1 - June 30. Mileage not submitted by the 8th will not be paid until the next month.

ARTICLE 31 - OVERTIME, WEEKEND AND SPECIAL EVENT WORK

- 31.1 Employees will receive time and one-half (1-1/2) for all hours of overtime worked. Overtime is defined as work performed in excess of eight (8) hours per day for a person who works a regular work week of forty (40) hours.

Weekend and special event work shall be offered on a seniority rotational basis from the bargaining unit seniority list, providing the employee has the necessary skills to perform the work to be done. Should the need arise to displace an employee from his or her place in the rotation, because of special skills required, the displaced employee shall be given the next extra duty assignment approximately equal to the hours of the assignment they were displaced from, provided they have the skills to perform the assignment.

Should the employee who was offered the overtime for weekend and special events work refuse the offered overtime, they will be placed on the bottom of the list.

Less senior person(s) shall work the overtime should everyone refuse the offered overtime for weekend or special events work. Bargaining unit members within the maintenance classification are exempt from being required to work overtime unless the skills are required.

ARTICLE 32 - SHIFT DIFFERENTIAL

- 32.1 The Board will pay a shift differential of twenty two cents (\$.22) per hour for employees working second shift, and thirty two cents (\$.32) per hour for employees working third shift.

ARTICLE 33 -FRINGE BENEFITS

33.1 Hospitalization, Dental and Vision Plans

All personnel and their family are eligible to be covered by the school district's health care insurance plan outlined in the Schedule of Benefits contained in this Agreement and Summary. A customary dental plan will be provided. A vision care plan with the following specifications shall be provided. The identical level of insurance benefits, coverages and service outlined in the Schedule of Benefits contained in this Agreement and Summary Plan Document will be maintained in the event of a change in carrier. There shall be no overlapping coverages (e.g. two family plans under the same employer).

Effective July 1, 2013 each bargaining unit member shall pay a premium of \$45 single and \$90 family per month.

Effective July 1, 2014 each bargaining unit member shall pay a premium of \$ 60 single and \$ 117 family per month.

Effective July 1, 2015 each bargaining unit member shall pay a premium of \$ 75 single and \$ 147 family per month.

Prescription Drugs - Prescription drugs shall be covered at network pharmacies and shall be provided as follows:

Retail

- \$7.50 generic
- \$15.00 legend
- \$40.00 patient requested legend drug when prescribed as generic

Limited to a thirty (30) day supply

Mail Order

- \$10.00 generic
- \$20.00 legend
- \$40.00 patient requested legend drug when prescribed as generic

Limited to a ninety (90) day supply

A maintenance drug, at a specific dosage rate, may be filled three (3) times per calendar year at a network pharmacy at the rate noted above. When a maintenance drug is filled at a network pharmacy four (4) or more times during the calendar year, the patient will be charged \$15 for generic and \$30 for legend drugs with a thirty (30) day supply. This provision shall not apply to drugs unavailable by mail order, diabetic insulin and other drugs which may arrive via mail in an unusable condition due to temperature restrictions or special handling requirements.

Dental Coverage

Dental Coverage shall be provided pursuant to the schedule below:

Deductible per Person \$25 per Family \$75

Dependent Child Age Limit To the date on which the child attains age 26.

Note: Any amounts applied to the Deductible for expenses incurred during the last three (3) months of the benefit period will be applied to the next Benefit Period's deductible.

Annual Maximum \$2500

Orthodontia Maximum \$850

Covered Services	Co-payments
Class I Diagnostic and Preventive	Covered in full up to the Maximum Allowable Amount
Class II Basic Services (Restorative, Endodontic, Oral Surgery And Periodontal Services	20% Co-payment
Class III Major Restorative	40% Co-payment
Class IV Orthodontics	40% Co-payment not Subject to the Deductable

Vision Care Plan

Exam, lenses, and frames once every 12 months

Deductibles: Exam - none
Materials - none

Non-Panel Schedule

If a covered member does not wish to secure services as described in the brochure from a panel doctor, he/she may secure services from any optometrist, ophthalmologist, and/or dispensing optician, and submit the bill to the Vision Care Plan for reimbursement in accordance with the following schedule:

Professional Fees

Vision Examination \$45

Materials

Lenses:	<u>Pair</u>
Single Vision	\$35
Bifocals	\$50
Trifocals	\$65
Lenticular	\$85
Frames	\$50

Contact Lenses (In lieu of all other plan benefits for that frequency period)

Necessary	\$185
Cosmetic	\$105
Tint coverage included	

33.2 Section 125 Plan ("Cafeteria Plan")

1. The Board shall establish, a "Cafeteria Plan" that is designed to (a) allow bargaining unit members who must make employee contributions for health care coverage to elect to do so on a pre-tax basis, and (b) allow bargaining unit members to elect to receive additional cash in lieu of Board paid health coverage (as agreed to by the Board and the Union).
2. The Cafeteria Plan will be designed to meet the requirements of Internal Revenue Code ("IRC") Section 125 and applicable regulations. Accordingly, each bargaining unit member will have an opportunity on an annual basis to enroll in the Cafeteria Plan. The election to participate must be submitted at least ten (10) business days before the beginning of the plan year (October 1st through September 30th). Each bargaining unit member hired after September 15th may enroll in the Section 125 Plan within his/her first sixty (60) days of employment and during his/her first year of employment only. The Section 125 Plan year will begin the first month following the bargaining unit member's first sixty (60) days of employment and will end on the following September 30th. The Section 125 Plan may not be revoked during the current plan year unless there is a change in the bargaining unit member's circumstances that, in accordance with IRC Section 125, permits the bargaining unit member to change his/her election under the plan (e.g., divorce, death of a spouse, change in employment status including employment status affecting a spouse or dependent, birth or adoption of a child, a child losing eligibility for coverage, a court order requiring coverage, or other enrollment rights consistent with federal law). Details of the Cafeteria Plan will be provided on an annual basis at the time of enrollment and will also be available through the Board Treasurer's Office.
3. Plan Administrator

The Board shall be the administrator of the Cafeteria Plan, but may delegate administration to the Board Treasurer's Office and/or a part administrator. Any administrative costs associated with the third party administrator will be borne by the Board of Education.

33.3 Enrollment - Employees must enroll in the plan in order to receive benefits. Upon employment, the employee shall receive an enrollment form from the employer. Enrollment into the plan and coverage status will be determined by the insurance carriers. All bargaining unit members will be eligible for the above benefits for a period of nine (9) months from the date of a workers' compensation injury with subrogation form

33.4 \$200.00 per year for a shoe allowance to be paid in July of each year of the contract.

ARTICLE 34 - LIFE INSURANCE

- 34.1 All bargaining unit members are eligible to participate in a \$35,000.00 term life insurance plan, fully paid by the Board for the duration of their employment.
- 34.2 All bargaining unit members will be eligible to purchase optional term life insurance in an amount up to an additional \$10,000.00 or \$20,000.00 - \$10,000 – spouse and \$5,000 dependent at the employee's cost subject to the terms and conditions of the life insurance carrier, for the duration of their employment.

ARTICLE 35 - RATE OF PAY

- 35.1 Effective May 1, 2013 the Board shall pay each employee at the employee's appropriate rate of pay as set forth in the Non-Certified Staff Salary Schedules A and Schedule B, appended hereto and incorporated by reference herein.

Frozen steps 0% - 2013-2014,

0% step movement - \$750.00 for Maintenance, \$692 for Custodial, \$550 for Cafeteria, \$308 for Cafeteria B, for those not moving for 2014-2015.

For the last year of the Agreement, 2015-2016 wages shall be subject to wage re-opener negotiations conducted in accordance with the dispute resolution procedures contained in the contract.

- 35.2 Longevity pay stipend for 20 years - \$1,000 given at the 20th year of service with the Ashtabula County Technical & Career Center.
- 35.3 Any employee who has completed years beyond the salary schedule shall receive a one-time stipend as designated below:

Begin their 25th year - \$1,500.00 (All twenty five years of work experience shall be with ACJVS)

This will be paid in a separate check on or about the employee's anniversary date.

- 35.4 Pay

Each bargaining unit member shall be considered an hourly employee and paid for each hour according to the appropriate "salary schedule" included in this Agreement. All employees shall have their pay disbursed equally over twenty-six (26) pays.

ARTICLE 36 - INTERRUPTION OF WORK/NO STRIKE OR LOCKOUT

- 36.1 During the term of this Agreement, or extended term thereof, the Union and the members of the Union will not cause, sanction or take part in any strike (whether sit-down, sympathetic, general or of any other kind), walkout, picketing, stoppage of work, retarding of work or boycott, whether of a primary or secondary nature, or any other interference with the operation and conduct of the Board's business. The Board agrees that there shall be no lockout during the term, or extended term, of this Agreement.

- 36.2 Bargaining unit members are subject to the provisions and requirements of Chapter 4117 of the Ohio Revised Code including sections 4117.14(D)(2), 4117.15, 4117.16 and 4117.18, as amended.
- 36.3 In accordance with Section 4117.15(C), the Union acknowledges that no public employee is entitled to pay or compensation from the Board for the period engaged in any strike.
- 36.4 Any violation of the Article may constitute sufficient grounds for immediate disciplinary action, including termination of employment, by the Board against the employee(s) involved. Any employee who is disciplined under the terms of this article may pursue a grievance as is provided for in this Agreement.
- 36.5 In the event members of the Union violate the provisions of this Article, the Board will not institute claims for damages against the Union for that violation, providing that the Union and its officers shall in good faith take the following action when notified by the Board of the occurrences of a violation:
- (a) Promptly, and no later than twenty-four (24) hours after being notified by the Board, issue a public statement and furnish the Board with a signed statement, both of which shall be, in effect, that the work interruption is unauthorized by the Union, in violation of this Agreement, and that any picket lines which may be established are to be ignored; and
 - (b) Within the same twenty-four (24) hour period, instruct all of its members guilty of such violation to return to work at once, and all of its other members to continue to work; and confirm all such instruction by letter or bulletin within forty-eight (48) hours of being notified by the Board of a violation; and
 - (c) Refrain from giving any aid, encouragement, or support of any sort whatever to employees who are violating the provisions of this Article.
- 36.6 The provisions of Section 36.5 are intended to apply to claims made by the Board against the Union, as a labor organization, and its officers or duly authorized agents. Section 36.5 does not alter the Board's authority to discipline bargaining unit members who engage in any unauthorized strike activity as is contemplated by this Article and Chapter 4117 of the Ohio Revised Code.

ARTICLE 37 – REEMPLOYMENT OF RETIRED EMPLOYEES

37.1 Reemployment of Retired Employees

An employee retired under SERS ("reemployed employee") may be reemployed under the following conditions which are understood exceed/supersede any/all provisions of ORC.

- A. The re-employed employee may be placed up to experience of 3 years. The reemployed employee will be advanced one year on the salary schedule above step 2 for each year of reemployment service in the District.
- B. The reemployed employee will be eligible for Board-paid health/medical insurance only until he/she is eligible for coverage through SERS. She/he will be

eligible for life and other insurances offered by the Board which are either not available through SERS or are available only through payment by the reemployed employee of the full cost of such insurance. Once she/he is eligible for SERS insurance said employee must take SERS coverage at employee cost.

- C. The contract of employment will be for one year and is automatically non-renewed at the conclusion of that year without the need for compliance with ORC.
- D. The reemployed employee will not resume and is not eligible for continuing contract status during any period of reemployment with the District.
- E. In the event of a reduction-in-force, the reemployed employee will not have any bumping rights.
- F. Subject to these provisions, reemployed employees are part of the bargaining unit.
- G. Reemployed persons are eligible for sick leave accumulation commencing with the first year of such reemployment.
- H. A reemployed employee shall commence their reemployment with zero days of accumulated sick leave and zero years of service credit for purposes of lay off.
- I. Reemployed employees are not eligible to participate in any retirement incentive program nor are they eligible for severance pay.

ARTICLE 38

- 38.1 **BACKGROUND CHECK REIMBURSEMENT** - Upon ratification of the agreement the Board of Education shall reimburse each bargaining unit member the total cost of any future Board requested or employment related, legally required fingerprint and background check.

ARTICLE 39 - CONSISTENCY WITH LAW

- 39.1 The parties hereby agree that this Agreement shall supersede all laws pertaining to wages, hours, and terms and conditions of employment to the full extent permitted by Chapter 4117 of the Revised Code. In the event a court of competent jurisdiction or the State Employment Relations Board, in a final, unappealed or nonappealable judgment, finds that any provision of this Agreement is in conflict with, and does not supersede, any provision of law, the parties shall meet within thirty (30) days to negotiated those provisions.

ARTICLE 40 - ENTIRE AGREEMENT

- 40.1 This Agreement constitutes the entire Agreement between the parties and it supersedes all prior and contemporaneous understandings and past practice (written or oral) not specifically incorporated herein. No change in a specific term or the Agreement shall be made during the life of this Agreement except by mutual agreement, and neither party shall have a duty to negotiate with respect to any matter during such period.

ARTICLE 41 - SUBSTANCE TESTING

PREAMBLE

While use of alcohol and drugs among Ashtabula County Technical & Career Center District employees and Union members is the exception rather than the rule, the School and the Union share the concern expressed by many over the growth of substance abuse in American society. Together we are committed to maintaining a work environment that promotes safe work practices for employees, customers, and the public and will continue to support those programs that enhance the safety and well-being of all employees, customers, and the public. The parties agreed that if new federally mandated changes are brought about that they too will be addressed for inclusion in this agreement.

POLICY

- A. This policy applies to all employees covered by the Agreement between the parties.
- B. Employees covered by this policy are expected to report to work physically and emotionally fit-for-duty.
- C. Employees who are under the influence, use, distribute, sell or possess illegal drugs or controlled substances while on school time or on school property, will be subject to immediate discharge.

WHO IS TO BE TESTED AND WHEN

In order to eliminate the safety risks which result from alcohol or drugs, the parties have agreed to the following procedures:

A. PRE-EMPLOYMENT TESTING

Any applicant who tests positive will not be hired. Any applicant who refuses to submit to a substance abuse test will not be hired.

B. POST ACCIDENT TESTING

Employees will submit to post accident test if an accident can be attributed to the action, inaction or poor judgment by the employee. Post accident testing shall be the responsibility of both the employee and the school and shall occur within twenty-four (24) hours of the accident. Any employee who tests positive will be discharged. Any employee who refuses to submit to a substance abuse test will be discharged.

C. PROBABLE CAUSE TESTING

In cases in which an employee is acting in an abnormal manner and at least one (1) school official, two (2) if available, have probable cause to believe that the employee is under the influence of controlled substances, the school may require the employee (in the presence of a Union Shop Steward, if possible) to go to a medical clinic to provide both urine and/or blood specimens for laboratory testing. Probable suspicion means suspicion based upon personal observations that the school official can describe concerning the appearance, behavior, speech or breath odor of the employee. The school official must make a written statement of these observations within twenty-four (24) hours. A copy

must be provided to the shop steward or other union official after the employee is discharged. Any employee who refuses to submit to a substance abuse test will be discharged. Any employee who test positive shall be entitled to take a leave of absence for rehabilitation on a one (1) time basis only.

D. RANDOM TESTING

Employees covered by this Agreement will be subject to random drug testing upon returning to work after a leave of absence for rehabilitation provided for herein.

SUBSTANCES TO BE TESTED

Testing of urine specimens shall be performed to detect the presence of five controlled substances:

- ~ Marijuana
- ~ Cocaine
- ~ Opiates
- ~ Phencyclidine (PCP)
- ~ Amphetamines

SCREENING TEST

The initial test uses an immunoassay to determine levels of drugs or drug metabolites. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these five drugs or drug classes:

<u>SUBSTANCE</u>	<u>INITIAL TEST LEVEL (NG/ML)</u>
Marijuana Metabolites _____	100
Cocaine Metabolites _____	300
Opiate Metabolites _____	*300
Phencyclidine _____	25
Amphetamines _____	1,000

=====

*25 ng/mL is immunoassay specific for free morphine

These substances and test levels are subject to change by the Department of Health and Human Services as advances in technology or other considerations warrant.

CONFIRMATORY TEST

All specimens identified as positive on the initial test shall be confirmed using gas chromatography/ mass spectrometry (GS/MS) techniques at the cutoff values listed.

The following cutoff levels shall be used to confirm the presence of drugs or drug metabolites:

<u>SUBSTANCE</u>	<u>CONFIRMATORY TEST LEVEL (NG/ML)</u>
Marijuana Metabolite (1) _____	15
Cocaine Metabolite (2) _____	150

Opiates:	
Morphine_____	300
Codeine_____	300
Phencyclidine_____	25
Amphetamines:	
Amphetamines_____	500
Methamphetamine_____	500

- =====
- (1) Delta-9-tetrahydrocannabinol-9-carboxylic acid
 - (2) Benzoyllecgonine

These substances and test levels are subject to change by the Department of Health and Human Services as advances in technology or other considerations warrant.

CHAIN OF POSSESSION (CUSTODY) PROCEDURES

At the time specimens are collected for any drug testing, the employee shall be given a copy of the specimen collection procedures. The specimens must be immediately sealed, labeled and initialed by the employee to ensure that the specimens tested by the laboratory are those of the employee. The required procedure is as follows:

- A. For probable cause testing, blood should be drawn first. The blood specimen shall be taken promptly with as little delay as possible. Immediately after the specimens are drawn, the individual test tubes shall in the presence of the employee be sealed, labeled and then initialed by the employee. The employee has an obligation to identify each specimen and initial same. The specimens shall be placed in the transportation container after being drawn. The container shall be sealed in the employee's presence and the employee given an opportunity to initial the container and witness his/her social security number placed on the container. The container shall be sent to the designated testing laboratory on that day or the soonest normal business day by air courier or other fastest available method.
- B. Where urine specimens are to be provided, at least sixty (60) mL of specimen shall be collected and placed in one (1) self-sealing, screw-capped container and labeled and initialed by the employee without the container leaving the employee's presence. (The employee has an obligation to identify each specimen and initial same.) The specimen must be immediately sealed in a transportation container which is again initialed by the employee, and sent via air courier or other fastest available means to the designated testing laboratory.
- C. In this urine collection procedure, urine shall be obtained directly in a wide-mouthed single-use specimen container, which shall remain in full view of the employee until transferred to, and sealed and initialed in the sixty (60) mL tamper-resistant urine bottle in the kit. It is recognized that the school has the right to request the clinic personnel administering a urine drug test to take such steps as checking the color and temperature of the urine specimen(s) to detect tampering or substitution, provided that the employee's right of privacy is guaranteed, and under no circumstances may observation take place while the employee is producing the urine specimens. If it is established that the employee's specimen has been intentionally tampered with or substituted by the employee, the employee is subject to discipline as if the specimen tested positive. In order to deter adulteration of the urine specimen during the collection process, physiologic determinations such as creatinine, specific gravity and/or chloride measurements may be performed by the clinic and /or laboratory.

Any findings by the laboratory outside the normal ranges for creatinine, specific gravity and/or chloride shall be immediately reported to the school so that another specimen can be collected. The MRO shall also be advised.

The parties recognize that the key to chain of possession integrity is the immediate initialing of the specimen in the presence of the tested employee. If each container is received at the laboratory in an undamaged condition with properly sealed, labeled and initialed specimens, as certified by that laboratory, the school may take disciplinary action based upon properly obtained laboratory results.

BLOOD SAMPLE KITS

The contents of the sample kits shall be as follows:

- A. Security seals for sealing and initialing each collection container; and nylon-reinforced shipping seals or sealing flaps for securing the exterior of the blood kit.
- B. Non-alcoholic antiseptic swab (providone-iodine 10%).
- C. Holder for evacuated tube and needle.
- D. 20 gauge x 1.5" multiple sterile pyrogen-free needle.
- E. Two (2) sterile evacuated GRAY top blood collection tubes containing 100 mg sodium fluoride and 20 mg potassium oxalate. [Two (2) sterile evacuated blood collection tubes without anticoagulant, preservative or serum separator -- e.g. RED top or DARK BLUE top tubes -- are optional.]
- F. Instructions for specimen collection and subject consent form, and chain of possession (custody) form.

The chain of possession form in the specimen collection kit shall be completed by the hospital/clinic personnel during specimen collection and returned to the kit with the blood specimens before sealing the entire kit. The exterior of the collection kit must then be secured (e.g., by placing the nylon-reinforced shipping seals over the outlined tab areas, or sealing the flaps if so provided). If possible, have the employee initial the "nylon" seals or sealing flaps.

URINE SAMPLE KITS

Where the school requires a urine drug screen, the contents of the urine collection kit shall be as follows:

- A. One (1) screw-capped self-sealing tamper-resistant urine collection bottle which holds at least 60 mL.
- B. Security seals for sealing and initialing the urine bottles
- C. Instructions for urine collection.
- D. Chain of Possession Form.

- E. Nylon-reinforced shipping seal or sealing flaps for securing the exterior of the urine kit.
- F. A self-adhesive mailing label and a separate set of nylon-reinforced shipping seals for sealing the transportation container.

The chain of possession (custody) form in the urine collection kit shall be completed by the clinic personnel before sealing the entire kit. The exterior of the urine collection kit shall then be secured (e.g., by placing the nylon-reinforced shipping seals over the outlined tab area or sealing the flaps if so provided). If possible, the employee should initial the "nylon" seal or sealing flaps.

Shrink-wrapped or similarly protected kits shall be used in all instances pertaining to urine sample and/or blood sample kits. The employee to be tested shall be given a random choice of the available kits.

RE-TESTING OF SAMPLE

The Parties agree that if a second test is performed by a NIDA certified lab, such second test may be performed on the same sample.

The employee must reimburse the school for the cost of having a second test performed, if the second test is positive.

LABORATORY REEQUIREMENTS

A. URINE TESTING

In testing urine samples, the testing laboratory shall test specifically for those drugs and classes of drugs listed employing the test methodologies and cutoff levels specified.

B. SPECIMEN RETENTION

All specimens deemed "positive" by the laboratory, according to the prescribed guidelines, must be retained at the laboratory for a period of one (1) year.

C. LABORATORY ACCREDITATION

All laboratories used to perform urine drug testing pursuant to this Agreement must be accredited by the National Institute on Drug Abuse (NIDA).

D. LABORATORY TESTING METHODOLOGY

Testing will be according to NIDA guidelines.

E. PRESCRIPTION AND NON-PRESCRIPTION MEDICATIONS

If an employee is taking a prescription or non-prescription medication in the appropriate described manner, he/she will not be disciplined. Medications prescribed for another individual, not the employee, shall be considered to be illegally used and subject the employee to discipline.

MEDICAL REVIEW OFFICER

The Medical Review Officer (MRO) shall be a licensed physician with knowledge of substance abuse disorders. The MRO shall review and interpret confirmed positive urine test results from the laboratory and shall examine alternate medical explanations for such positive test. Prior to the final decision to verify a positive urine drug test result, the employee shall have the opportunity to discuss the results with the MRO. If the employee has not discussed the results of the positive drug test with the MRO within five (5) days after being contacted, or refuses the opportunity to do so, the MRO shall proceed with the positive verification.

OPPORTUNITY FOR REHABILITATION

- A. An employee shall be permitted to take a voluntary leave-of-absence for the purpose of undergoing treatment pursuant to an approved program of alcoholism or drug use. A leave of absence shall be granted on a one (1) time basis only.
- B. Such leave of absence shall be granted on a one-time basis and shall be for a maximum of sixty (60) calendar days.
While on such leave, the employee shall not receive any of the benefits provided by this Agreement or Supplements thereto except continued accrual of seniority.
- C. Employees requesting to return to work from a leave of absence for drug use or alcoholism shall be required to submit to testing as provided.
- D. The provisions of this section shall not apply to probationary employees.

DISCIPLINARY ACTION BASED ON POSITIVE TESTS

Consistent with past practice under this Agreement, and notwithstanding any other language in any Supplement, the school may take disciplinary action based on the test results as follows:

- A. If a laboratory, following the procedures described above, reports that a urine test is positive in a NLS recurrent or regularly scheduled physical examination, the employee shall be subject to discharge.
- B. The following actions shall apply in probable cause testing:
 - (1) If the blood test is positive the employee shall be subject to discharge;
 - (2) If the blood test is negative and the urine test is positive, the employee shall be discharged; and
 - (3) If the blood test is negative and the urine test is negative, the employee shall be immediately returned to work and made whole for all lost earnings.

RETURN TO WORK AFTER A LEAVE OF ABSENCE FOR SUBSTANCE ABUSE

Upon returning to work after a L.O.A. for substance abuse an employee shall be required to submit to random drug screens. These tests shall be performed as follows:

- A. One (1) prior to re-instatement;
- B. One (1) within thirty (30) days of return to active work; and
- C. Three (3) within two (2) years from the employee's return to active work (excluding B above). Such tests shall be performed without prior notice.
- D. Any employee who refuses to submit to a substance abuse test or test positive will be discharged.

**SUBSTANCE ABUSE
REHABILITATION AGREEMENT**

I, _____, voluntarily agree to the terms of this agreement.

I agree to submit to substance abuse rehabilitation from _____ to _____ . During this time, I am required to abide by the requirements of the rehabilitation service as a condition of my continued employment. I must successfully complete the rehabilitation program including aftercare. I hereby authorize the release to Ashtabula County Technical & Career Center of any and all information related to my treatment, including medical records. Should I fail to complete the recommended treatment, my employment will be immediately terminated.

Upon my successful completion of the program, I agree to submit to random substance abuse testing for a period of up to two (2) years. If, at any point, I fail to obtain a negative result, my employment will be terminated without recourse.

Employee Name (print)

Witness Name (print)

Employee Signature

Witness Signature

Date

Date

ARTICLE 42 - TERM

42.2 The terms and conditions of this Agreement shall be effective from MAY 1, 2013 TO AND INCLUDING APRIL 30, 2016.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first mentioned above.

THE ASHTABULA COUNTY
TECHNICAL & CAREER CENTER

TEAMSTERS UNION LOCAL NO. 377

BY: *Ch. DeLato M.D.*
PRESIDENT

BY: *Bob DeLato*
BUSINESS AGENT

May Ann Wayman
TREASURER

Richard Swartz
STEWARD

James J. Jancy
SUPERINTENDENT

Edith Cook

(Board of Education Approval - MAY 20, 2013)

NON-CERTIFIED STAFF SALARY SCHEDULE A

CAFETERIA /CUSTODIAL/MAINTENANCE

MAY 1, 2013 THROUGH JUNE 30, 2014

FROZEN STEPS 0% INCREASE

STEP	CAFETERIA	CUSTODIAL	MAINTENANCE
0	\$12.11	\$15.20	\$16.81
1	12.38	15.55	17.11
2	12.66	15.82	17.41
3	12.87	16.15	17.73
4	13.04	16.46	18.07
5	13.22	16.80	18.37
6	13.53	17.09	18.67
7	13.74	17.40	19.02
8	14.02	17.70	19.32
9	14.30	18.06	19.65
10	14.56	18.36	19.89
11	14.81	18.66	20.26
12	15.11	19.01	20.57
13	15.40	19.34	20.94
14	15.66	19.69	21.32

NON-CERTIFIED STAFF SALARY SCHEDULE A

CAFETERIA / CUSTODIAL / MAINTENANCE

JULY 1, 2014 THROUGH JUNE 30, 2015

FROZEN STEPS 0% INCREASE

<u>STEP</u>	<u>CAFETERIA</u>	<u>CUSTODIAL</u>	<u>MAINTENANCE</u>
0	\$12.11	\$15.20	\$16.81
1	12.38	15.55	17.11
2	12.66	15.82	17.41
3	12.87	16.15	17.73
4	13.04	16.46	18.07
5	13.22	16.80	18.37
6	13.53	17.09	18.67
7	13.74	17.40	19.02
8	14.02	17.70	19.32
9	14.30	18.06	19.65
10	14.56	18.36	19.89
11	14.81	18.66	20.26
12	15.11	19.01	20.57
13	15.40	19.34	20.94
14	15.66	19.69	21.32

0% step movement - \$750.00 for Maintenance, \$692 for Custodial, \$550 for Cafeteria, \$308 for Cafeteria B, for those not moving for 2014-2015.

NON-CERTIFIED STAFF SALARY SCHEDULE A

CAFETERIA /CUSTODIAL/MAINTENANCE

JULY 1, 2015 THROUGH APRIL 30, 2016

For the last year of the Agreement, 2015-2016 wages shall be subject to wage re-opener negotiations conducted in accordance with the dispute resolution procedures contained in the contract.

NON-CERTIFIED STAFF SALARY SCHEDULE

MAY 1, 2013 THROUGH JUNE 30, 2014

CAFETERIA "B"

FROZEN STEPS 0% INCREASE

<u>STEP</u>	<u>RATE</u>
0	\$10.62
1	10.86
2	11.45
3	11.79
4	12.14
5	12.46

NON-CERTIFIED STAFF SALARY SCHEDULE

JULY 1, 2014 THROUGH JUNE 30, 2015

CAFETERIA "B"

FROZEN STEPS 0% INCREASE

<u>STEP</u>	<u>RATE</u>
0	\$10.62
1	10.86
2	11.45
3	11.79
4	12.14
5	12.46

\$308 for Cafeteria B, for those not moving for 2014-2015.

NON-CERTIFIED STAFF SALARY SCHEDULE

JULY 1, 2015 THROUGH APRIL 30, 2016

CAFETERIA "B"

For the last year of the Agreement, 2015-2016 wages shall be subject to wage re-opener negotiations conducted in accordance with the dispute resolution procedures contained in the contract.

MEDICAL BENEFIT	IN NETWORK	OUT OF NETWORK (A)
	Visit, day and dollar maximum limitations are combined between Network and Non-Network	
Hospital Inpatient Hospital Days Miscellaneous Hospital Utilization Review Required	Covered at 100% of semi-private Covered at 100% Yes: Provider responsible for contacting Anthem	Major medical at 75% of semi-private Major medical at 75% Yes: Provider responsible for contacting Anthem
Surgical Inpatient Outpatient Second Opinion	Covered at 100% Covered at 100% Covered at 100%	Major medical at 75% Major medical at 75% Major medical at 75%
Pre-Admission Testing	Covered at 100%	Covered at 100%
Inpatient Physician Visits	Covered at 100%; limited to one visit per day	Major medical at 75%; limited to one visit per day
Routine Mammograms	Covered at 100% after \$10 office visit co-payment; one per calendar year (B)	Major medical at 75%; one per calendar year with an \$85 maximum (B)
Routine Ob-Gyn Examinations	Covered at 100% after \$10 office visit co-payment (B)	Major medical at 75% (B)
Pap Test	Covered at 100% after \$10 office visit co-payment (B)	Major medical at 75% (B)
Routine Prostate Exams	Covered at 100% after \$10 office visit co-payment; one per calendar year (B)	Major medical at 75% for office visit; lab test covered at 100% UCR; one per calendar year (B)
Immunizations	Covered at 100% after \$10 office visit co-payment per visit (B)	Major medical at 50% (B)
Hepatitis B Vaccine	Covered at 100% after \$10 office visit co-payment	Major medical at 75% (includes office visit)
Routine Annual Physical Exams	Covered at 100% after \$10 co-payment; maximum benefit of \$500 per calendar year per individual	Major medical at 75%; maximum benefit of \$500 per calendar year per individual
Allergy Testing	Covered at 100% after \$10 office visit co-payment	Major medical at 50%
Diagnostic X-Ray and Laboratory	Covered at 100%	Covered at 100%
Sterilizations	Covered at 100% after \$10 office visit co-payment	Major medical at 75%
Abortions	Covered at 100% (non-elective)	Major medical at 75%
Radiation Therapy	Covered at 100%	Major medical at 75%
Emergency Care Institutional Charges Related Charges	Covered at 100% after \$50 co-payment (waived if admitted); \$10 co-payment applies to urgent care facility visits and physician office visits Covered at 100%	Covered at 100% after \$50 co-payment (waived if admitted); \$10 co-payment applies to urgent care facility visits and physician office visits Major medical at 100%
Non-Emergency Use of the Emergency Room Institutional Charges Related Charges	Covered at 100% after \$50 co-payment applies to emergency room visits (waived if admitted); \$10 co-payment applies to urgent care facility visits and physician office visits Covered at 100%	Covered at 75%; Urgent care facilities and physician office Reimbursed as major medical at 75% Major medical at 75%

MEDICAL BENEFIT	IN NETWORK	OUT OF NETWORK (A)
Visit, day and dollar maximum limitations are combined between Network and Non-Network		
Infertility Treatment	Covered at 100%; for diagnosis and treatment of medical condition only	Major medical at 75%; for diagnosis and treatment of medical condition only
Routine Hearing Examinations	Covered at 100% after \$10 co-payment; limit one exam per calendar year	Major medical at 50%
Mental Health Basic Benefits (E) Inpatient – Except biologically based mental disorders Outpatient– Except biologically based mental disorders	Covered at 100% of semi-private; limited to 60 days per calendar year Covered at 100% after \$20 co-payment per visit; limited to 50 visits per calendar year	Major medical at 75%; limited to 60 days per calendar year (D) Major medical at 75%; limited to 30 individual visits per calendar year or 50 group visits per calendar year (D)
Drug Abuse and Alcoholism (Basic Benefits)(C) Inpatient Outpatient	Paid at 100% of eligible expenses; limited to 60 days per calendar year Covered at 100% after \$20 co-payment per visit; limited to 50 visits per calendar year	Major medical at 75%; limited to 60 days per calendar year (D) Major medical at 75%; limited to 30 individual visits per calendar year or 50 group visits per calendar year (D)
Skilled Nursing Facilities	Covered at 100%; limited to 180 days per calendar year	Major medical at 75%; limited to 180 days per calendar year
Well-Child Care	Covered at 100% after \$10 co-payment per visit; to age 9	Major medical at 50%; to age 9
Medically Necessary Office Visits including biologically based mental disorders	Covered at 100% after \$10 co-payment	Major medical at 75%
Ambulance	Covered at 100%	Major medical at 100%
Durable Medical Equipment	Covered at 100%	Major medical at 100%
Orthotic Devices	Covered at 100%	Major medical at 100%
Allergy Treatment	Covered at 100% after \$10 office visit co-payment	Major medical at 75%
Outpatient Speech Therapy	Covered at 100% after \$10 office visit co-payment; reviewed after ten visits	Major medical at 75%; reviewed after ten visits
Outpatient Occupational and Physical Therapy	Covered at 100% after \$10 office visit co-payment; maximum 60 visits per calendar year for Physical Therapy. Occupational Therapy covered at 100%, reviewed after 10 visits.	Major medical at 75%; maximum 60 visits per calendar year for Physical Therapy. Occupational Therapy paid at 75%, reviewed after 10 visits
Home Health Care	Covered at 100%; limited to 180 visits per calendar year	Major medical at 75%; limited to 180 visits per calendar year

MEDICAL BENEFIT	IN NETWORK	OUT OF NETWORK (A)
	Visit, day and dollar maximum limitations are combined between Network and Non-Network	
Hospice	Covered at 100%; limited to 6 months per lifetime of in-hospice care; limited to 180 days per lifetime for home hospice or outpatient hospice care	Major medical at 75%; limited to 6 months per lifetime of in-hospice care; limited to 180 days per lifetime for home hospice or outpatient hospice care
All Other Covered Expenses Accessible Through a Network Provider	Covered at 100%	Major medical at 75%
All Other Covered Expenses Not Accessible Through a Network Provider	N/A	Major medical at 75%
Major Medical Calendar Year Deductible		
Individual	N/A	\$200
Family	N/A	\$400
Coinsurance	N/A	75% (unless otherwise noted)
Annual Out-of-Pocket Maximum (Excluding Deductible)		
Individual	N/A	\$1,000
Family	N/A	\$1,500
Major Medical Maximums		
Lifetime Benefit	\$2,000,000	\$2,000,000
Mental/Nervous and Substance Abuse		
Per Treatment	N/A	No separate dollar maximum
Per Calendar Year	N/A	No separate dollar maximum
Per Lifetime	N/A	No separate dollar maximum
Dependent Child Eligibility		
Full Time Student	To age 25	To age 25
Other unmarried dependent	To age 19	To age 19

(A) Out-of-Network reimbursement based on reasonable and customary levels

(B) Applies to Routine Physical Exam limit of \$500 per year

(C) Limits combined with Mental Health

(D) Major Medical deductible does not apply; employee coinsurance does not apply to Major Medical out-of-pocket maximum

(E) Limits combined with Drug and Alcoholism



Jerome R. Brockway, Ph.D.
Superintendent

Mrs. Mary Ann Wayman
Treasurer

July 19, 2013

2013 JUL 24 P 2:40
STATE EMPLOYMENT RELATIONS BOARD

Ms. Sheila Farthing
State Employment Relations Board
65 East State Street, 12th Floor
Columbus, OH 43215-4213

Dear Ms. Farthing:

Enclosed please find a copy of the Master Agreement between the Ashtabula County Technical & Career Center Board of Education and the Chauffeurs, Teamsters, Warehousemen and Helpers Local Union #377.

If you need additional information, please do not hesitate to contact me at 440-576-6015 ext. 1047.

Cordially,

Janice Eldred
Superintendent's Secretary