



AGREEMENT

13-MED-03-0402
0077-02
K30044
10/22/2013

**BETWEEN
THE**

JEFFERSON AREA LOCAL SCHOOL DISTRICT

BOARD OF EDUCATION

AND THE

Ohio Association of Public School Employees

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES/AFL-CIO

**Local 419
July 1, 2013 through June 30, 2016**

ARTICLE 1
AGREEMENT

- 1.1 This Agreement is entered into between the Jefferson Area Local Board of Education, hereinafter referred to as the "Board" and the Ohio Association of Public School Employees and its chartered Local No. 419, hereinafter referred to as the "Union".

ARTICLE 2
PURPOSE

- 2.1 The purpose of this Agreement is to set forth procedures for negotiating between the parties hereto and to memorialize the parties' agreements concerning wages, hours, and other terms and conditions of employment for employees within the bargaining unit.
- 2.2 The failure of either the Board or the Union to enforce any of their rights under this agreement shall not be considered a waiver of or abandonment of such rights or an alteration of this agreement with respect to future enforcement of such rights.

ARTICLE 3
RECOGNITION

- 3.1 The Board recognizes the Union as the sole and exclusive bargaining agent for all full-time and regular short-hour classified employees in the following classifications:

Bus Drivers	Maintenance
Head Cook	Head Mechanic
Assistant Head Cook	Mechanic
Cafeteria Personnel	Nurse's Assistant
Cafeteria Monitor	Paraprofessionals
Crossing Guard	Secretarial Personnel
Custodial Personnel	Head Custodian
Bus Monitor	Head Maintenance
Monitors (ERIC, CLC)	

- 3.2 Exclusions to the aforementioned bargaining unit include the following positions:

Personnel employed at the Board Office
Supervisor of Buildings and Grounds
Supervisor of Food Service
Supervisor of Transportation
Special Education Secretary
Substitutes, Seasonal, Temporary, and Casual Employees

All other personnel employed by the District as supervisory or management level employees pursuant to Ohio Revised Code Section 3319.02.

ARTICLE 4
ASSOCIATION DUES/FEE DEDUCTION

- 4.1 The Union and Board agree that as a condition of employment any bargaining unit member hired after July 1, 1984, who is not a member of the union, shall pay a fair share fee not to exceed the dues paid by members of the Union. The fair share fee shall go toward the cost of administering this agreement by OAPSE and for representation of the classified employees in the bargaining unit by OAPSE.

Bargaining unit members who were hired before July 1, 1984, and are union members at ratification of this Agreement shall be subject to the fair share fee provisions of this Article.

- 4.2 All classified employees hired after July 1, 1984, who are eligible to hold membership in the Local shall become either:
- a. A member of the Local and execute an authorization for dues deduction on a form provided by OAPSE.
 - b. In the alternative, the Board Treasurer shall deduct from the salaries of the employees not applying for membership a fair share fee in the amount set forth in the written notification by the Local Treasurer, such notice to be provided not later than September 5 of each year.
 - c. Any employee who is a member of and adheres to established traditional tenets or teachings of a bona fide religion or religious body which has historically held conscientious objections to joining or financially supporting an employee organization and which is exempt from taxation under the provisions of the Internal Revenue Code shall not be required to pay said fair share fee as a condition of employment. Upon submission of proper proof of religious conviction to the State Employment Relations Board, the Board shall declare the employee exempt from becoming a member of or financially supporting the Union. The employee shall be required, in lieu of the fair share fee, to pay an amount of money equal to such fair share fee to a non-religious charitable fund exempt from taxation under Section 501(c) (3) of the Internal Revenue Code mutually agreed upon by the employee and the OAPSE State Treasurer. Such employee shall furnish to the OAPSE State Treasurer written receipts evidencing such payment, and failure to make such payment or furnish such receipts shall subject the employee to the same sanctions as would non-payment of union dues under the Agreement.
 - d. In no case shall the monthly fair share fee be in excess of the regular OAPSE membership dues.
- 4.3 All bargaining unit members hired after July 1, 1984, shall either authorize payroll deduction for the payment of dues or remit payments, in full, directly to the Local 419 Treasurer.

4.4 Such deductions shall be made in nine equal installments beginning with the last pay in September. Signed payroll deduction authorizations executed by the members shall be continuous from year-to-year or until such time as the employee withdraws such authorization in writing. Withdrawal of membership does not preclude payment of the fair share fee. An employee may withdraw membership during a ten day period from August 22 through August 31 of each year.

Should a member withdraw during this withdrawal period, the Board Treasurer shall then deduct according to the fair share fee provision. (Section 4.2b).

Payroll deduction shall occur immediately upon request or in the case of new employees, within 30 days of such employment.

The Board Treasurer shall forward to the OAPSE State Treasurer the amount of the state and local dues/fees, along with a complete description by name and amount, for each employee. A copy of this description shall be forwarded to the Local Treasurer. This shall be done within ten days following each deduction.

4.5. The Union shall defend, hold harmless and indemnify the Board, the Treasurer, their officers, members, agents and assignees, in both their individual and official capacities against any and all claims, demands, suits or other forms of liability, including legal fees and expenses, that may arise out of or by reason of the action taken for the purpose of complying with any of the provisions of this article or in reliance on any list, notices, or assignments furnished under any such provisions. The Union shall retain control over any appointment of legal counsel for defense and indemnification purposes.

4.6 The Board agrees to deduct from the wages of any employee a PEOPLE deduction as provided for in written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Board and the Union. The Employer agrees to remit any deductions made pursuant to this provision to the OAPSE State Treasurer, along 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 5

RIGHTS OF INDIVIDUALS

5.1 Both parties to this contract agree:

- a. Neither the Board nor Union shall discriminate with regard to race, color, religion, gender, national origin, ancestry, age, or disabilities.
- b. Members of the classified staff have the right to participate in civic organizations for their personal benefit and interests.
- c. Members of the classified staff have the right to exercise their constitutional rights, political involvement, without fear of reprisal or discipline.
- d. Members of the classified staff shall abide by Board adopted policies.

- e. Individuals have the right to join or not to join any professional union.
- f. Classified personnel shall not be required to join any organization or contribute to any charity.
- g. Classified personnel may be represented by counsel or a union representative during any conference or meeting with the Board, Superintendent, or other administrative personnel. Nothing herein is intended to preclude the ability of administrators to communicate with or otherwise direct classified personnel regarding the performance of job duties.
- h. All participants of the negotiation teams shall have the right to express their views during negotiations and shall be free from reprisal and intimidation during and after completion of negotiations.

5.2 Personnel Files

- a. All employees have the right, upon reasonable notice, to view the materials in their personnel file with the Superintendent present. If an unfavorable statement or notation is in the file, the staff member shall be given an opportunity to place a statement of rebuttal or explanation in his/her file. The Superintendent will discuss the questioned material with the employee. If a disagreement over the document exists after the discussion, it will be subject to the grievance procedure.
- b. All documents included in an employee's file shall be dated and identifiable as to source.
- c. An employee may request and shall receive at his/her expense reproduction of any item in the file, exclusive of materials deemed confidential by law.
- d. All documents placed in employee's personnel file shall be signed by the employee, or witness, to signify notification that he/she has received a copy (payroll forms excluded).
(Note: When necessary, the record will reflect that no signature was provided by the employee.)
- e. Letters of commendation and awards shall be included in the employee file.
- f. Letters of reprimand, suspension, disciplinary actions and derogatory material shall remain in the personnel file, but shall not be used against the employee following a thirty-six (36) month period of time from the date of entry into the file unless related to ongoing documented misconduct of the same nature (i.e. it may be used as evidence of an ongoing history of similar problems), in which case they may be used for forty-eight (48) months. The employee may request removal of documents from the personnel file to a stale documents file after thirty-six (36) months or forty-eight (48) months whichever is applicable to each document.
- g. No grievance records or references to grievances shall be placed in an employee's personnel file.

ARTICLE 6
EVALUATIONS

- 6.1 Each employee shall be evaluated at least once annually by his/her immediate supervisor. The supervisor shall discuss the evaluation with the employee. If deficiencies are noted, repeated evaluations may be conducted until the deficiencies are corrected or other action is deemed appropriate. Employees will have an opportunity to examine the results of their evaluation. The evaluation shall be signed by both the evaluator and employee, or witness, to signify notification that he/she received a copy of the evaluation. Such signature shall not indicate agreement or disagreement with the contents of the evaluation, but merely that the employee has read it. Further, the employee may attach any comments he/she feels appropriate to the evaluation. Upon request of the employee, a meeting shall be scheduled with the Superintendent and the evaluator at a mutually acceptable time to discuss the employee's evaluation.

ARTICLE 7
NEGOTIATIONS PROCEDURE

7.1 Negotiating Teams

- a. The Board and the Union shall be represented at all negotiations meetings by a team of negotiators, not to exceed six (6) members. Neither party in any negotiations shall have control over the selection of the negotiating or bargaining representatives of the other party.
- b. The final agreement shall be ratified by both parties. The parties mutually pledge that their representative will be clothed with all necessary power and authority to make proposals, consider proposals and tentatively approve proposals during the course of negotiations. All negotiations shall be conducted exclusively between these teams.

7.2 Negotiating Meetings

- a. Not less than ninety (90) calendar days prior to the expiration of this Agreement, either party, upon written notice to the other, may request an initial negotiations meeting. Within ten (10) calendar days after receipt of the request, the parties will establish a mutually agreeable site, date and time for the meeting.
- b. All members of the Union's negotiating team who are normally employed during hours when negotiations are jointly scheduled shall be paid for those hours at his/her appropriate rate of pay. Union team members not scheduled to work during times when negotiations are scheduled shall not be paid. All meetings shall be established, if possible, during normal business hours (8:00 a.m. to 3:00 p.m.).

When a Board member or members are on the Board's negotiating team, the parties shall schedule bargaining sessions alternately during normal business hours (8 a.m. to 3:00 p.m.) and then during non-business hours (3:00 p.m. to 9:00 p.m.) for negotiations occurring between May 1st and September 1st unless mutually agreed to do otherwise. Thereafter, the parties shall resume meetings, if possible, during normal business hours unless mutually agreed otherwise.

- c. Once the meeting date, time and place have been established by both parties, the following procedure will be used: In the first meeting, the parties will present their written proposals and give an explanation. Subsequent meetings will be held to negotiate the proposals until a tentative agreement is reached.
- d. Each negotiations meeting will be held in closed session except if both parties deem it advisable to open the meetings.

7.3 Caucus

Upon the request of either party, the negotiations meeting shall be recessed to permit the requesting party a reasonable period, mutually agreed upon, to caucus.

7.4 Exchange of Information

The Superintendent shall furnish the Union and the Union will furnish the Superintendent, upon reasonable request, all available information pertinent to the issues under negotiations, such as, financial conditions of the district by the Superintendent or comparable wages and conditions by the Union.

7.5 Consultants

- a. In addition to the negotiating teams, each team is authorized to admit no more than two (2) employee consultants to negotiation meetings. Consultants may interchange with members of their team as may be desired. No more than one (1) consultant may be permitted to address the negotiators at one time. One (1) observer shall be used when deemed necessary.
- b. The intended use of such consultants shall be communicated to the Board or the Union prior to all negotiation meetings.

7.6 Progress Reports

Periodic written progress reports may be issued during negotiations to the public provided that any such press release shall have prior approval of both parties.

7.7 Impasse

In the event an agreement is not reached by negotiations after full consideration of proposals and counter proposals, either party shall have the option of declaring impasse. Impasse is defined as whenever the parties have stopped talking to each other at the negotiations table or after many bargaining sessions have been held and the parties have become intransigent pertaining to unresolved negotiations issues. If impasse is declared by either party, it is with the understanding that impasse proceedings are declared on all issues where the agreement has not been reached by either party.

The parties shall jointly prepare a request for a Mediator and direct such request to the Federal Mediation and Conciliation Service. This alternate dispute resolution procedure shall supersede the provisions of R.C. 4117.14(C).

7.8 No Strike Clause

The Union agrees that there will be no work stoppages, slow down, job action, refusal of duties, or neglect of duties by the Union or group of employees within the Union in lieu of continued bargaining.

7.9 Item Agreement

As negotiated Items are agreed upon, they shall be reduced to writing and initialed by the chief negotiators for each Party.

7.10 Agreement

a. When a tentative agreement is reached through negotiations, the tentative agreement shall be reduced to writing as quickly as feasible. Both parties shall review the tentative agreement to determine the accuracy of the transcript. If the transcript is in the proper form, it shall be submitted to the Union for ratification. The tentative agreement shall thereafter be submitted to the Board of Education for approval. The Board shall meet at its next regular scheduled meeting or within 15 days of Union ratification, whichever is shorter.

b. When approved by the Board and the Union, the Agreement shall be signed by both parties.

All negotiated benefits shall be implemented by all parties concerned and shall become effective on those dates which are reflected in the Agreement reached by the negotiating teams.

c. The Agreement reached between the Board and the Union shall constitute the complete understanding between the two parties. Any amendment or supplemental agreement shall not be binding upon either party unless executed in writing by the parties hereto. Any rules, regulations and/or Board policies which are implemented, and are in violation of the provisions of this Agreement, shall be subject to the grievance procedure.

d. Within thirty (30) days, or a mutually agreed upon date following Board adoption, the Board and Union will agree upon a final version of the Agreement for copying and distribution. The Board shall arrange for the printing of the Agreement from the official final version and give the Local the appropriate number of copies for their distribution to bargaining unit members. Reasonable publication costs shall be shared equally by the bargaining unit and the Board.

ARTICLE 8
CONSISTENCY WITH LAW

If any provision of this contract between the Board and the Union be found contrary to law, then such provision or application shall not be valid, but all other provisions or applications shall continue in full force and effect. Any provision found contrary to law shall be changed through the negotiation process, within thirty (30) days of knowledge of such change.

ARTICLE 9
UNION RIGHTS

- 9.1 The Union shall have the following rights in addition to the rights contained in any other portion of this Agreement:
- a. The right of access at reasonable times to areas in which the employees work.
 - b. The right to use, without charge, Board of Education bulletin boards, mailboxes, and other means of communications for the posting or transmission of information or notices concerning Union matters between district buildings. The Employer shall send to the Union President a copy of all job postings and other Employer generated Union information in advance of or at the same time as such information is sent out to District buildings. The Local President shall designate a Union member in each District building to be responsible for receiving, displaying and distributing the material. The Local President shall within one week of the start of school send the names of those members to the Superintendent. The information shall also be distributed by the Union to the building kitchen, custodial office, and workroom/lounge.
 - c. The right to use without charge institutional equipment, facilities, and buildings at reasonable times.
 - d. The right to review employees' personnel files and any other records dealing with employees in accordance with ORC.149.43.
 - e. The right to receive one (1) copy of any budget or financial material submitted at any time to the Board.
 - f. The right to review at reasonable times any other material in the possession of or produced by the school district necessary for the Union to fulfill its role as the exclusive bargaining representative.
 - g. A copy of the negotiated agreement, including the salary and fringe benefits package will be provided to members of this bargaining unit.
 - h. The President of the Union shall be provided with copies of the Board agenda and all relevant reports at the same time these documents are available to the Board.
 - i. The Board of Education agrees to furnish the Union with an up-to-date copy of Board Policy and all revisions as they are approved by the board.
 - j. The Board agrees to provide release time for employees who are OAPSE/AFSCME state officers to conduct necessary state union business. Such release time will be subject to approval by the Superintendent. The State Association shall reimburse the Board for the salary of the employee and the Board shall provide and pay for the substitute.
 - k. The president of the Union shall be provided with copies of the employment contract and salary notice of any newly hired classified employees upon request.

- l. No later than November 1st each year, the Board shall provide the Union president with names, home addresses and phone numbers, building assignment, classification(s), scheduled hours, and pay rates of all current employees. Such information shall also be provided for all newly hired or transferred employees, no later than ten (10) working days following Board action.
- m. Whenever an IEP is created, eliminated, or altered such that there is an impact on required bargaining unit staffing levels, the Union President shall be notified of the anticipated change in required bargaining unit staffing levels no later than two (2) work days following the administration's first knowledge of the change.

ARTICLE 10
MANAGEMENT RIGHTS

- 10.1 Except as limited by the terms of this agreement, the Board retains and reserves unto itself all the powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the laws and constitutions of the State of Ohio and the United States.

ARTICLE 11
JOB DESCRIPTIONS

- 11.1 The administration will review and revise, at least every five years, all bargaining unit job descriptions to reflect present job duties and assignments of employees covered under this agreement. The Union and employee shall have input into the job descriptions, through meetings to discuss the proposed changes.
- 11.2 The Union shall be provided with a copy of all job descriptions of classifications under this Agreement.
- 11.3 Any additional duties, such as extra-curricular assignments, shall be incorporated into the job description to advise the employee as well as the paying organization what they can expect during the time of services.
- 11.4 Employees who transfer or are promoted, or newly hired employees will be given copies of their job descriptions upon acceptance of the position.

ARTICLE 12
CALAMITY DAYS

- 12.1 Any employee, who by virtue of his/ her employment classification, is required to work on any day on which school is declared closed due to inclement weather, mechanical failure, or public calamity shall be paid at the rate of straight time for all hours worked beyond the announced closing, in addition to calamity pay, providing the canceled days are not made up or reinstated.
- 12.2 All employees, having regular working schedules, and who are not required to report for work on those days when school has been canceled shall be paid for the normal number of hours the employee (s) would have worked.

- 12.3 When, due to adverse weather conditions or otherwise, the Board is required to schedule make-up days in order to complete a legal school year for all students, bargaining unit members shall not be eligible for additional compensation for working on the make-up days if they have already received pay for canceled school days beyond the **calamity** days built into the school year calendar.

ARTICLE 13 **LEAVES**

13.1 Sick Leave

- a. Employees may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the employee's immediate family.
- b. Immediate family guidelines are: wife, husband, child, mother, father, brother, sister, in-laws, legal guardian, grandparents, grandchild, step-parent, stepchild, ward or any other individual living in the same residence or receiving a majority of her support from the employee; or any other individual approved by the Superintendent.
- c. Accumulation - Sick leave is earned by classified employees at the rate of one and one-fourth (1-1/4) days for each completed month of service to a maximum of 15 days per year and shall be cumulative to three hundred (300) days.
- d. Advance Use – New employees and/or employees who exhaust all accumulated sick leave will be advanced up to seven (7) days of sick leave per year, as such days are needed, which days must be repaid by the employee before any additional advancements are made.

Any employee who exhausts his or her sick leave and all advancements may apply for additional sick leave days through the sick leave donation or may request an unpaid leave of absence for medical reasons as provided herein. If the employee exhausts their sick leave and all advancements, the employee shall have his/her fringe benefits continued for a period of six (6) months, except as otherwise provided in Section 13.3. Thereafter, and for the period of any approved unpaid leave, employees will be permitted to purchase health insurance coverage from the Board consistent with COBRA.

- e. Any employee who uses five (5) or more consecutive days during a single leave may be required to provide a statement from their physician attesting to their illness or incapacity.

Employees who exhibit, over an extensive period of time, an ongoing pattern of absence due to sick leave may also be required to provide a statement attesting to their illness or incapacity. Use of sick leave for reasons other than those listed in Article 13, Section 13.1a. and/or falsification of sick leave may be grounds for disciplinary action up to and including termination.

13.2 Attendance Incentive - Any classified employee within the district who is absent from work three (3) or less days (calamity and vacation days excluded) during the term of that school year's contract shall receive a stipend equal to two (2) days' pay.

13.3 Unpaid Leave of Absence (Medical) - An employee shall be granted an unpaid medical leave for a period not to exceed twelve (12) months because of personal illness, dependent care, disablement, or pregnancy/child nurturing, supported by medical evidence or in the case of child nurturing, the care of a child less than two (2) years of age. The employee shall report such illness, dependent care, disablement or pregnancy to the Superintendent by the fifth (5th) day of absence.

If the personal illness, dependent care, or disability continues beyond twelve (12) months, supported by medical evidence, an additional twelve (12) months shall be granted by the Board upon request of the employee. The employee may return to his/her former position, provided the employee submits a statement from the employee's physician attesting to the employee's ability to return to full duties.

Consistent with the above, employees shall be granted unpaid leave for medical reasons upon the expiration of their accumulated sick leave. Notice that the employee has depleted sick leave reserves shall be sent to the employee by the Treasurer.

Application for reinstatement -- in all cases where a leave of absence under this article extends beyond thirty (30) calendar days, the bargaining unit member shall, if possible, give notice to the Superintendent of his/her intent to return to their former position at least thirty (30) calendar days prior to the expiration of the leave. Should a shorter leave period be granted, the employee will provide the Superintendent with a notice of intent to return, as soon as possible.

Bargaining unit members who are on approved unpaid leave for medical reasons relating to an illness or injury to the employee, only, shall have fringe benefits continued through Board payment of COBRA amounts beyond the initial six (6) month period as follows:

<u>YEARS OF SERVICE</u>	<u>PERIOD OF ADDITIONAL BOARD-PAID COBRA CONTINUATION</u>
0 – 3 years	No additional coverage
3 – 6 years	3 months
6 + years	6 months

Under no circumstances will the Board's payment of the cost of COBRA benefits extend beyond twelve (12) calendar months from the first day of approved unpaid leave as set forth above.

Upon the expiration of the paid benefit coverages, employees seeking a continuation of benefits for the remaining period of any approved unpaid leave will be entitled to purchase health insurance coverage from the Board, consistent with COBRA. Any employee on an unpaid leave of absence who accepts employment performing duties comparable to those performed for the District during any such leave period may have their right to employment with the District and any right to any of the fringe benefit coverages set forth above terminated by the Board. Employees shall not accrue seniority while on unpaid medical leave of absence.

- 13.4 Reporting Off - All school personnel are expected to call their designated supervisor during times that the employee cannot report for duty. Except in emergency circumstances, such reporting should take place at least one (1) hour prior to the official start of work time, two (2) hours for those whose start time is 9:00 a.m. or later. Failure to do so will result in two (2) hours of pay deduction for that date and frequent neglect is to be considered neglect of duty. Continued abuse may result in the application of progressive corrective discipline procedures set forth in Article 29.
- 3.5 Deduct Days – Employees can request, at least three (3) working days in advance, and be granted days off without pay by the Superintendent. An employee is limited to up to three (3) deduct days in a school year. Any additional deduct days must be approved by the Superintendent. Seniority shall not accrue during deduct days.
- 13.6 Paternity Leave - The Board shall grant two days of leave, chargeable to sick leave, to any employee who fathers a child or who adopts a child during the school year.
- 13.7 Assault Leave
- a. Assault leave will be granted to any employee who is absent due to a physical disability resulting from an assault which occurs while the employee is doing duties that fulfill the requirements of his/her contract assignment with and for the Board which includes hours before, during, or after school.
 - b. The employee will be maintained on full school/contract pay status during the period of such disability until the disabled employee becomes eligible for compensation under Disability Retirement through the School Employees' Retirement System.

Full school/contract pay status shall mean Board payment of contractual compensation, retirement benefits, and all fringe benefits to which the employee's contract is entitled.
 - c. Assault leave will not be charged against sick leave earned but there is no accrual of sick leave during the assault leave.
 - d. The Board will require an employee requesting assault leave to submit to the Superintendent a signed statement justifying the use of assault leave. The Superintendent, upon examination of the facts and assuring compliance with this section, shall approve the assault leave.
 - e. In the case of assault leave, the employee shall provide a physician's certificate from a licensed physician stating the nature of the injury/disability and the duration of the disability. No assault leave shall be paid nor granted until this statement and the one in d. (above) are submitted.
 - f. When the employee is eligible for disability retirement or full SERS retirement and is diagnosed for greater than one school year of disability, the employee must use the retirement option.
 - g. An employee returning from assault leave will assume the duties held prior to said leave.

- h. An employee on assault leave must file an incident report with the District and a police report regarding the assault. This requirement can be waived at the discretion of the Superintendent; however, an employee on assault leave must agree to participate in any disciplinary proceeding involving the assaulter.

13.8 Personal Leave

- a. Each employee shall be entitled to three (3) days of personal leave each contract year.
- b. Personal leave shall be used to conduct personal business during employed (paid) time that cannot be conducted at another time.
- c. Personal leave shall not be used to extend vacations or holidays; to be used for recreation or hobbies; to work at other paid or gainful employment.
- d. Personal leave shall not be used on the days immediately preceding or following a scheduled holiday or vacation period. The Superintendent shall be authorized to evaluate emergencies.
- e. Personal leave, unless an emergency, shall be requested a minimum of three (3) days in advance of the requested day.
- f. Requests for personal leave shall be made on the required form which can be obtained at the Board office.
- g. Any unused personal leave days at the end of an employee's contract year shall be added to that employee's accumulated sick days for the next contract year.

13.9 Unpaid Leave of Absence (Non-medical)

- a. Upon written request the Board may grant an unpaid leave of absence for not more than two (2) years; for educational reasons, professional reasons, or other purposes. Any request for an unpaid leave of absence shall be submitted, in writing, to the Superintendent. Seniority does not accrue during the period of an unpaid leave.
- b. Application for a leave of absence -- shall be made at the Bargaining Unit member's discretion. The application shall be made in writing to the Superintendent and include the beginning and expiration dates of the leave. COBRA rights shall be implemented as provided by law.
- c. Application for reinstatement -- in all cases where a leave of absence under this article extends beyond thirty (30) calendar days, the bargaining unit member shall, if possible, give notice to the Superintendent of his/her intent to return to their former position at least thirty (30) calendar days prior to the expiration date of the leave. The Board is under no obligation to honor an early return from a leave of absence of one school year or more as determined by the school calendar.
- d. Upon return to employment the Bargaining Unit member shall be assigned to his/her former position, if possible, or to a comparable position and hours within the same classification.

- e. When an employee is granted a leave of absence for a period of one school year or more for reasons set forth in this Article, the substitute assigned to his/her position shall be included in the bargaining unit and entitled to all provisions contained in the contract, except that such employee shall only be eligible for single insurance coverage, until such time that the employee returns from the leave of absence. A substitute is not on layoff status when the assignment ends. A substitute subsequently assigned to the same or different bargaining unit position for consecutive school years shall be deemed not to suffer a break in continuous service and shall continue to be covered by the Agreement with the limitations set forth above.
- f. An employee out on an approved (nonmedical or medical) unpaid leave of absence has the right to bid on any vacancy that arises during his/her leave of absence, provided he/she will be available to assume the position on the effective start date. Employees are responsible for notifying the Board of their interest in receiving job postings and complying with the job bidding requirements.

13.10 Family and Medical Leave Act

Employees shall be entitled to leave as provided in the Family and Medical Leave Act and its associated regulations. For purposes of this section, "twelve (12) month period" is defined as the twelve (12) month period measured forward from the date an employee's first Family and Medical Leave begins (i.e., the leave year is specific to each employee). An employee would be entitled to twelve (12) weeks of leave during the twelve (12) month period beginning on the first date the Family and Medical Leave is taken. The next twelve month period would commence the first time Family and Medical Leave is taken after completion of any previous twelve (12) month period.

1. Purpose

Eligible employees may take up to twelve weeks of FMLA in any twelve month period as defined for the following reasons:

- a. The birth of the employee's child and to care for the child within one (1) year of the child's birth.
- b. The placement of a child with the employee for adoption or foster care and to care for the adopted child or foster child within one (1) year of the child's arrival.
- c. The employee is needed to care for the spouse, child or parent of the employee when that family member has a serious health condition.
- d. The employee's own serious health condition prevents him/her from performing the functions of his/her job.
- e. A qualifying military event.

To be eligible, an employee shall have performed at least 1250 hours of service during the twelve (12) month period preceding the leave.

2. Usage

- a. The employee shall give the Board thirty (30) days notice when the need for leave is foreseeable; otherwise, the notice shall be given as soon as practicable. Employees requesting FMLA leave shall utilize the forms available in the Office of the Treasurer.
- b. FMLA leave may be taken intermittently in accordance with the law.
- c. The Board is responsible for notifying employees that it intends to designate leave, paid or unpaid, as FMLA leave qualifying.
- d. FMLA leave granted in military situations may be extended up to 26 weeks for qualifying reasons.

3. Insurance Continuation

The Board shall maintain the employee's coverage under its health insurance plan during the duration of the leave at the level and under the conditions coverage would have been provided if the employee had continued employment continuously for the period of the leave. Failure of the employees on approved leave to make timely payments of required contributions will result in such benefit being discontinued.

4. Forms

The Board will utilize forms provided by the U.S. Department of Labor.

5. Consistency with FLMA Law

If changes are made to current FMLA law that conflict with the provisions in this section, said changes in law shall supersede the affected provision.

13.11 Donation of Sick Leave

If a member of the bargaining unit is absent due to a catastrophic or long-term illness or accident of the employee, his/her spouse or minor child, and has exhausted all of his/her accumulated Sick Leave, he/she may request a sick leave donation from the District's Sick Leave Bank. Participation in the Sick Leave Bank shall be voluntary.

1. Any Employee with five (5) or more days of accrued but unused sick leave may elect to participate in the Bank by contributing one (1) or more sick days (defined as the number of hours that the donating employee is scheduled to work in a day) to the Bank in order to join. Bargaining unit members will receive a form with their first pay in September electing to participate in the Sick Leave Bank. Members must return the form to the Treasurer within ten (10) working days. New employees wishing to participate must notify the Treasurer within ten (10) working days after being officially employed by the Board.

2. Requests for donation of sick leave must be approved by the Sick Leave Donation Committee (SLDC), comprised of the Superintendent/Designee, Treasurer/Designee, Union President/Designee, and two (2) bargaining unit members appointed by the Union President. The SLDC's decision shall be final and not subject to the grievance procedure.
 - a. Donations may only be approved for catastrophic or long-term illnesses or injuries and may not extend beyond a maximum period of thirty (30) days for the donee per contract year.
 - b. Recuperation from surgeries or other procedures which could have otherwise reasonably been scheduled during school vacation periods will not qualify for Sick Leave Bank donation.
 - c. Sick Leave Bank members must use accumulated sick leave first and then may use days from the sick leave bank if needed. A withdrawal may be approved only upon the depletion of the respective employee's accumulated sick leave, including advancements.
 - d. Withdrawals shall be in full day units for the employee receiving the donation; however, donations shall be in relation to the number of hours worked in a day by the employee making the donation. (For example, a 2-hour employee contributing four (4) days to the sick bank will equate to a donation of only one day to an eight (8) hour employee. An eight (8) hour employee donating one (1) day will equate to a donation of four (4) days to a 2-hour employee, etc.)
 - e. All applications for withdrawal shall be in writing by the individual seeking a donation and shall be verified by the Committee. Applications may only be submitted on behalf of an Employee by another person when medically necessary.
3. An employee who is not currently a participant in the Sick Leave Bank shall not be eligible to withdraw any sick leave from the Bank.
4. A written request to participate in or to make a withdrawal from the Bank may be directed to the office of the District Treasurer. The Treasurer will transfer the sick leave days after confirming that the conditions in paragraph 2 above have been satisfied.
5. The Union and the Board shall mutually establish any other procedures necessary for the proper implementation of the Sick Leave Bank in conformance with the provisions set forth herein.
6. Should the Sick Leave Bank fall below forty (40) days during any school year, the Union shall solicit additional donations and/or participants.

ARTICLE 14
WORKER'S COMPENSATION

- 14.1 All employees covered under the terms and conditions of this Agreement are covered under the State Workers' Compensation Act in cases of injury, illness, and death incurred in the course of, or arising out of their employment.
- 14.2 An injury/illness incurred while performing assigned duties shall be reported to the injured employee's supervisor or other designated representative and an application shall be filed with the Bureau of Workers' Compensation. Employees shall report all workplace accidents, injuries, and unsafe or unhealthy working conditions to their supervisors as soon as possible.
- 14.3 Employees will have the option of taking sick leave or receiving Worker's Compensation benefits as a result of job related injury/illness requiring the employee to be absent from work. An employee who elects and subsequently receives Worker's Compensation benefits in lieu of electing to use his/her accumulated sick leave shall retain their level of fringe benefits during the period of the absence which is necessitated by his/her injury/illness, not to exceed six months. Employees who exhaust their sick leave may apply for additional sick leave and/or an unpaid leave of absence for medical reasons pursuant to Article 13.1.d and/or 13.3.

Nothing herein shall prevent the Board from obtaining reimbursement for the cost of fringe benefits from any employee accepting such benefits for any period of unpaid leave beyond that permitted in article 13.3 for absence due to claimed job related injury, where a determination is made that such employee's Workers' Compensation claim is either not work related or fraudulent.

- 14.4 The Board will continue to make reasonable efforts to provide for light duty assignments for employees unable to fulfill their regular duties due to a Workers' Compensation injury. If such duty is not made available by the Board, the employee may request the right to obtain gainful employment elsewhere without sacrificing benefits to the extent they would otherwise be provided herein, which permission will not be unreasonably withheld by the Board.

ARTICLE 15
SEVERANCE PAY

- 15.1 Upon receipt of retirement payments from School Employees' Retirement System, employees will receive one quarter (1/4) of their earned but unused sick leave not to exceed 75 days.
- 15.2 Severance pay and employee's eligibility for retirement pay shall be determined as of the final date of employment. The criteria are as follows:
- a. The unit member retires from the Jefferson Area Local School District.
 - b. Retirement shall be defined as disability or service retirement as specified in Section 3309.34, O.R.C. (School Employees Retirement System).

- c. The unit member must be eligible for disability or service retirement as of his/her last date of employment with the Board.
 - d. The unit member must, within 180 days of the last day of employment with the Board, prove acceptance into the retirement system by having received and cashed his/her first retirement check.
 - e. The unit member must sign a form provided by the Board when he/she picks up the district's retirement check certifying that all of the above eligibility criteria have been met.
- 15.3 If a retirement-eligible employee dies before his/her date of retirement, the employee's estate or indicated beneficiary shall receive any and all severance benefits the employee would have received upon retirement in accordance with 15.1 and 2 above, subject to the following restriction:

The number of sick leave days for which the deceased employee's estate or beneficiary shall receive $\frac{1}{4}$ payment shall be limited to the number of sick leave days earned while in the employ of the Board, or the employee's total number of earned but unused sick leave days at time of death, whichever is less (maximum payout of 75 days). Such payment will be made within 30 days after proof of the employee's death is submitted to the Treasurer.

ARTICLE 16
WORK WEEK, OVERTIME, EXTRA DUTY ASSIGNMENTS,
AND PREMIUM RATE OF PAY

- 16.1 Work Week
The standard work week shall be defined as five consecutive eight hour days, Monday through Friday.
- 16.2 Overtime Pay
Each employee shall be paid time-and-one-half for all hours worked in excess of eight (8) hours per day or forty (40) hours per week. Holiday pay shall be double time whenever requested to report for duty. Holiday hours are counted as hours worked in the week the holiday is observed.
- 16.3 An employee need not have accrued earnings on the scheduled workday preceding and the scheduled workday following the day in which the overtime was worked in order to be eligible for overtime pay.
- 16.4 Building Checks
Shall be paid at a minimum of two hours each day a building check is required. Building checks shall be conducted on a seniority rotation basis by personnel having the necessary skills as determined by the Supervisor of Buildings and Grounds. Employees are expected to perform one hour of work if needed, as determined by the Supervisor, to receive the minimum payment.

16.5 Call Out Pay / Captive Time

- a. Employees who are called out to work other than their normal contracted hours shall be guaranteed a minimum of two (2) hours pay, if the call out time is not immediately prior to or immediately after their normal contract hours. Should the call out hours cause an excess of eight (8) hours for the day, then the rate of pay will be one and one-half (1-1/2) of the regular rate beyond the eight (8) hours. Because of this call out, the employees regular scheduled day shall not be shortened, except upon the request of the employee and agreement of the supervisor.
- b. Employees asked to stay over for work immediately after normal contracted hours will be paid for their captive time occurring following the end of their shift but before the beginning of work on the additional work. Any employee called out to work after leaving the premises who agrees to work will be paid the two (2) hour minimum as set forth above. Should the additional hours cause an excess of eight (8) hours for the day, then the rate of pay will be one and one-half (1 ½) of the regular rate beyond the eight (8) hours.

16.6 Refreshment Periods

Each employee shall be granted ten (10) minutes before his/her lunch break and ten (10) minutes after his/her lunch break for a refreshment period. Lunch breaks for all bargaining unit employees are ½ hour unpaid and uninterrupted. If an employee's lunch period is interrupted, he/she shall be paid his/her regular rate of pay for the period of the interruption. The provision applies to all full-time personnel working more than four (4) hours per day with the exception of bus drivers. Part-time personnel (excluding bus drivers) who work at least four (4) consecutive hours shall be entitled to one ten (10) minute break during such period.

Breaks shall generally be midway through the work shift but the responsibility for establishing break times shall be that of the employee's immediate supervisor.

The work day for Secretaries on days that school is in session shall be 8 ½ hours per day and include two ten minute paid breaks and a ½ hour unpaid uninterrupted lunch period. Start times/end times may be staggered up to ½ hour to maximize building coverage. On non-student days, Secretaries may elect to work 8 hours per day and eat their lunch while working.

16.7 Hours of Employment

No employee shall be hired for less than two (2) hours per day.

Employees who are hired by the Board shall receive a contract, which shall contain the job classification, number of days and hours to be worked, hourly rate and annual salary, and the number of holidays. If such Bargaining Unit member is employed on a multi-year limited contract or on a continuing contract, such information shall be set forth on the salary notice.

Bargaining Unit members shall be paid for all fringe benefits, calamity days, holidays, personal leave days, sick days and sick leave incentive based on the employee's salary notice which shall reflect the actual number of hours worked.

Classified employees shall not perform voluntary work in violation of the Fair Labor Standards Act.

16.8 Building Use

A custodian shall be on duty whenever a school building is being used for an official public function (i.e. when the school building is rented or when there is an admission charged for attendance). When outdoor practice occurs on a weekend, a custodian shall be called in one (1) hour early on Monday to clean the locker room.

16.9 The Use of School Kitchens

When a cafeteria kitchen is being used (meaning utilization of ovens, stoves, dishwasher) a cafeteria employee shall be on duty.

During school hours, use of kitchens by non-cafeteria personnel will be limited to those instances where, with prior approval of the head cook, no significant disruption of the workday will result.

16.10 Overtime, Additional Hours/Time and Extra Duty Assignments

Shall be distributed by seniority within a department, within a building providing the employee has the necessary skills to perform the work as determined by the Supervisor. Overtime, additional hours, and extra duty shall be assigned to the Head Custodians Monday through Friday. Overtime, additional hours, and extra duty for after hour events on weekends shall be assigned as set forth above.

16.11 Cafeteria Rotation

Cafeteria employees who work short hours shall be granted the opportunity to work in the position of an absent employee who has more hours. In that event, a substitute shall be called to work the position(s) with the lesser number of hours. The need for employees or substitutes to fill in for absences that are less than a full work day in the position of the absent employee will be determined by the Food Service Supervisor.

16.12 Use of Substitutes

When it is evident that an employee is not able to assume his/her daily assignment, a qualified regular employee, available for work for the entire period of such assignment, will be given priority before said assignment is given to a substitute. This action does not authorize employment exceeding eight (8) hours per day or forty (40) hours per week. Available employees who agree to substitute in the Food Service area will be paid at the base rate of the position in which they are substituting.

In the case of secretarial absences, a secretarial substitute assignment shall be offered annually by seniority to paraprofessionals within the specific building. If a building paraprofessional accepts the secretarial assignment, he/she shall cover all secretarial absences except guidance secretary absences in the building for the entire school year that are at least one-half (1/2) day and a substitute will be used to work the paraprofessional's assignment during periods of secretarial absences. Guidance secretaries will be included if their absence will be for 3 days or more. If a paraprofessional has accepted the year-long secretarial substitute assignment and declines to substitute for the period of any secretarial absence, a substitute may be employed for the secretarial position for the period of that absence.

Volunteers shall not be used to replace absent employees.

16.13 Summer Work

Bargaining Unit employees who wish to be considered for summer custodial work may submit an application to the Building and Grounds Supervisor by May 1. The rate of pay will be established by the Board of Education.

All summer custodial positions shall be put up for bid as follows: Custodial positions in buildings will be posted for bid on one list; Custodial positions in Transportation (custodial work on buses) shall be posted for bid on a second list. All summer custodial positions shall be awarded by system seniority.

Bargaining unit members wishing to be considered for any summer building secretarial or clerical positions must submit an application to the building principal by May 1st.

Qualified Bargaining Unit employees shall be hired over all outside applicants.

Documented unsatisfactory summer work performance may be considered in determining whether a bargaining unit member is qualified to perform future summer work.

16.14 Compensatory Time

Compensatory time shall be granted in lieu of overtime pay at the employee's option and shall be granted at the rate of one and one half (1 ½) hours for each hour worked in excess of eight (8) hours per day or forty (40) hours per week. The maximum accrual of compensatory time is eighty (80) hours. All compensatory time must be used on dates approved by the Supervisor or paid to the employee at the overtime rate of pay. Use of compensatory time shall not count as an absence for attendance purposes.

ARTICLE 17
ATTENDANCE AT MEETINGS

17.1 OAPSE/NEOEA Day

Each member of the Union shall be permitted to attend the Union's workshop held each year on OAPSE/NEOEA day provided such workshop is not held on a regularly scheduled school day when the member's services are required to be performed within the District.

Such day of attendance at such workshop shall be considered a day worked, provided the employee's calendar includes the workshop date as a day of work and the employee actually attends the workshop.

17.2 In-Service Day

All classified employees shall be scheduled to work between a six and eight hour in-service day prior to the start of each school year for departmental, safety, and health workshops. The content, date, and length (between six and eight hours) of the in-service day shall be determined by the Labor/Management Committee.

17.3 Local Union Meetings

To the extent operations permit, members shall be permitted to attend one (1) local meeting per month without loss of pay. Two (2) hours shall be the maximum allowed for such attendance. All time lost shall be made up.

17.4 Conference/Work Shops

OAPSE representatives/delegates will be permitted a maximum of five (5) days to attend state sponsored workshop/conferences without loss of pay. Substitutes for these days shall be paid by the Board.

17.5 Professional Leave

The Board shall pay the reasonable expenses incurred by Employees who attend workshops, seminars, conferences, or other professional improvement sessions at the recommendation of the Superintendent for particular purposes of special benefit to the school system and/or the individual participating. In addition, employees may request to attend workshops, seminars, conferences, or other professional improvement sessions. Employees approved for such leave must utilize an Advance Notification Form and Expense Report at least five (5) days prior to attendance. A written report of the conference workshop will be submitted to the Board of Education before expenses will be paid to the Employee.

ARTICLE 18
LABOR/MANAGEMENT COMMITTEE

18.1 A Labor/Management Committee, representing OAPSE Local 419 and the Jefferson Area Local Board of Education, shall develop operational by-laws and meet as needs arise or upon the written request of either party. Whenever possible, such meetings will be conducted during the normal workday.

18.2 The function of the Committee shall be to confer on matters of mutual concern, to keep both parties informed of changes and developments caused by conditions other than those covered by the agreement, and to discuss potential problems in an effort to keep such matters from becoming major in scope.

18.3 This committee will not be empowered to address matters pertaining to grievances or litigation.

ARTICLE 19
PHYSICAL EXAMINATIONS

19.1 Employees who are required, as a condition of employment, to present evidence of good health will be reimbursed for any out-of-pocket cost for a physical conducted by a Physician of the Board's selection. Bus drivers, should they elect to use a physician not on the approved list of the County Board of Education, shall assume the cost in excess of the county allowance.

ARTICLE 20
BID PROCEDURE, ASSIGNMENTS & TRANSFERS

20.1 When a vacancy occurs, or a new job in the bargaining unit is created, such job or position shall be posted for bid. Each posting shall include the position, location, salary, hours of employment and job description.

The vacancy shall be sent to the Union President and building designees then posted by the union in each building, including drivers' room, kitchens, custodial office, main office and bus garage in a conspicuous place for a period of five (5) consecutive working days. The posting periods shall begin no later than five (5) working days after the vacancy is created.

Positions which become vacant /or positions which are created during summer recess periods shall cause the Board to notify the Union president prior to or not later than the first day of such posting. During the summer recess, non-working employees shall receive notice of vacancies by mail. Any employee may request a vacant position, in writing, to the Superintendent by the end of the posting period. In filling the vacancy, the Board shall apply the following formula:

- a. The vacant position shall be offered first to the most senior employee applicant within the classification, who has requested the position, in writing. Seniority shall be determined by application of Article 27, Section 27.2. If there are no applicants from within the classification, the vacant position shall be offered first to the most qualified employee applicant who meets the qualifications for the position set forth in the job description who has requested the position in writing. The term "most qualified employee applicant" shall mean that person(s) determined to be the most qualified for the position using measures (e.g. interviews, tests, and other tools) related to the vacant position, its posting, and job description. Upon the Union's request, the District will provide the Union a copy of measures used to determine the "most qualified employee applicant" as well as results. In the event there are two or more "most qualified employee applicants" for a position, the most senior applicant will be offered the position. "Most senior applicant" outside the classification of the vacancy means the applicant with the most system seniority as set forth in Article 27.1.
- b. Qualifications for a position shall be as set forth in the Board-approved job description. Qualifications for a position, once established, shall not be altered in such a manner as to contravene the intent of this Article by giving incidental qualifications emphasis for the purpose of denying a position to an otherwise qualified person (e.g., a person who possesses the skills and training required to use an Advanced Word Processing program shall not be disqualified merely because the position requires the use of a slightly different program, where the applicant could quickly learn to use the program).
- c. Employees selected to fill any vacancy, shall be subject to a probationary period of thirty (30) working days. At any time during that period, the employee may, upon submission of a reason in writing, choose to be reassigned to his/her former position, or may be removed and reassigned to his/her former position if shown, in writing by the supervisor, he/she is unable to perform the new job duties.
New employees will serve a probationary period of one calendar year. At the expiration of the probationary period, employees may only be dismissed from employment for just cause and in accordance with Article 29.
Non-continuing contract employees of record as of the date of the execution of this agreement may be dismissed only for just cause in accordance with Article 29.
To the extent that it conflicts with Ohio Revised Code section 3319.081 regarding continuing contract status, the parties agree that this provision supersedes the statute.

- d. If any vacancy is created by the procedures in Section a and b of this Article, a substitute will be used while the new job vacancy is posted and interviews conducted. In the case of the probationary period, a substitute shall be hired, not to exceed thirty (30) working days.
- e. An employee not chosen for the vacancy may request, and shall have a meeting with the Superintendent to discuss those reasons for not being chosen for the vacancy.
- f. All vacancies and all newly created positions shall be awarded within twenty (20) work days of the closing of the bids unless the parties otherwise agree.

20.2 Placement on Salary Schedule

- a. Newly employed personnel may be placed on a salary schedule step for previous experiences considered appropriate by the Superintendent. Outside experience credit for military and/or previous school employment shall be granted for up to and including five (5) years. Additional credit over and above five (5) years may be granted for military and/or previous school employment at the discretion of the Superintendent.
- b. Employees who change classifications or take an additional job shall be placed on the new appropriate salary schedule based on not less than one-half their system seniority on the salary schedule. Employees who have the same and/or similar job duties shall have system seniority on the new salary schedule.

20.3 Temporary Transfer

- a. The Superintendent may temporarily transfer employees from one job site or classification to another job site, shift or classification so long as such transfer is not discriminatory. A temporary transfer shall not exceed sixty (60) calendar days. (Except that an employee may agree to a temporary transfer which exceeds sixty (60) calendar days or may agree to multiple temporary transfers per contract year.) Such agreement by the affected employee shall be written and a copy included in the employee's personnel file and one copy distributed to the Union. Employees who refuse to accept a transfer which exceeds the sixty (60) calendar day limit or transfers which occur more than once in any contract shall not be subject to reprisal.
- b. Employees assigned to a higher rated classification shall receive the higher rated classification pay on the step equal to their current step. The employee shall earn the higher rated classification wage from the first day of such assignment.
- c. Employees assigned to a lower rated classification shall receive their usual and customary hourly rate as specified in their contract in accordance with the negotiated salary schedule.

20.4 Non-Consistent Assignment

Employees shall not be assigned to duties unrelated to their present employment positions held under contract unless unforeseen circumstances are such that measures are necessary to accommodate the needs of the district.

20.5 New Classifications

In the event a new classification of employment is created by the Board, the Board and Union shall meet to determine if the classification falls within the bargaining unit, and if so, the appropriate salary schedule.

20.6 Highly Qualified Instructional Paraprofessionals

All “instructional” paraprofessionals, as required by federal law, must:

- (1) Complete at least two (2) years of study at an institution of higher education; or
- (2) Obtain an associate’s degree or higher degree; or
- (3) At the option of the employee, pass either the formal State or the local Ashtabula County ESC academic assessment that demonstrates the individual has met a rigorous standard of quality and possesses: (1) the knowledge of, and the ability to assist in instructing, reading, writing and mathematics, or (2) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate.

ARTICLE 21
VACATION

- 21.1 a. Classified employees whose service is eleven or twelve months shall be entitled to receive the following paid vacation:

After one (1) year of service - two (2) weeks;

After four (4) years of service - three (3) weeks;

After eight (8) years of service - four (4) weeks

- b. Any employee transferring from a nine month to an eleven or twelve month position shall have the number of years of service for vacation credit determined as follows:

Divide the total number of months of service by 12. The resulting number of years shall be applied to the schedule above to establish the amount of vacation due.

- c. Vacation eligible employees shall be credited their full annual entitlement of paid vacation each July 1st of the following contract year.

- 21.2 All employees shall take their vacation, if possible, so as not to interfere with the operation of the school district. For long-range planning purposes, vacation requests for a particular calendar year shall be submitted by March 1, of that calendar year. At this time, a vacation calendar will be set. After March 1, vacations are to be scheduled a minimum of three (3) weeks in advance (unless an emergency arises) with their immediate supervisor. These requests will be scheduled around the previously set schedule. Vacation requests shall not be unreasonably denied if the provisions of this article are complied with.

- 21.3 School employees, meeting requirements for vacations, as per Board policy and this agreement, shall be entitled to accumulated and earned vacation pay upon:
- a. Death
 - b. Retirement
 - c. Resignation
 - d. Termination of service
- 21.4 Vacation earned should not be carried over beyond June 30 of each year. In exceptional circumstances, the superintendent may exercise his discretion to permit carryover. If an employee believes that an exceptional circumstance exists, he must request such carryover, in writing, no later than June 1.
- 21.5 For computation purposes, a school year for classified personnel commences with July 1 of any given year and consists of not less than 120 work days.
- 21.6 The change in computing vacations based on a July 1 date, shall not cause any employee to lose any vacation entitlement.

ARTICLE 22 **HOLIDAYS**

- 22.1 All regular school employees covered under terms and conditions of this agreement shall be entitled to and will receive the following paid holidays, provided such employee accrues earnings on the employee's last regularly scheduled day immediately preceding and following the listed holiday:
1. New Year's Day
 2. Martin Luther King Day
 3. Memorial Day
 4. Labor Day
 5. Thanksgiving Day
 6. Friday after Thanksgiving
 7. Christmas Eve Day
 8. Christmas Day
 9. Independence Day*

*Indicates 11 month and 12 month employees only.

- 22.2 In the event the holiday falls on a Saturday, the preceding Friday shall be observed. In the event the holiday falls on a Sunday, the Monday following shall be observed.

ARTICLE 23
LAYOFF & RECALL

- 23.1 All regularly scheduled hourly positions within the bargaining unit classifications shall be filled by employees of the Board.
- 23.2** Prior to the posting of **the** layoff list pursuant to Section 23.5, the Superintendent shall meet with the Union to discuss the layoff and the seniority list. **System seniority as defined in Article 27.1 within the classification shall control in layoff, bumping, and recall.**
- 23.3 The number of employees affected by layoff shall be kept to a minimum by not employing replacements, insofar as is practical, for employees who resign, retire or otherwise vacate a position.
- 23.4** Whenever it becomes necessary to lay off employees due to lack of funds, declining enrollment, lack of work or building closures, the employees shall be laid off according to **system** seniority as described / defined in Article **27.1 within the classification.**

“Lack of funds” is defined to mean a current deficiency of funding necessary to maintain current operations.

When it is determined that a reduction in staff is necessary within a classification, department, or building, temporary, seasonal or new employees in an initial probationary status shall be laid off first.

The job classifications/positions recognized in Article 3, Recognition, 3.1 will be used in the event of reduction of classified employees, layoffs, displacement, job elimination and/or recall. For layoff, displacement, and recall purposes, the job classifications/positions are organized into the following classifications and classification series:

Bus Drivers

Cafeteria

Head Cook
Assistant Head Cook
Cook

Custodial

Head Custodian
Custodian

Maintenance

Head Maintenance
Maintenance

Mechanic

Head Mechanic
Mechanic

Monitor

Bus Monitor*
Cafeteria Monitor*
CLC/ERIC*
Crossing Guard

Nurse's Assistant

Paraprofessional

Secretarial Personnel

* The classifications within the Monitor classification series marked with an asterisk are considered one classification for layoff, displacement and recall purposes.

23.5 No less than ten (10) days prior to Board action to lay off employees, each potentially affected employee shall be given advance notice of the proposed layoff and the Superintendent shall prepare and post for inspection in a conspicuous place (bulletin boards) a list of **positions in each classification affected by the proposed layoff, along with the names of the employees in each of the affected classifications arranged in system seniority order as defined in Article 27.1.** Within five (5) days of said posting, job classification meeting/s shall be held with all the affected and potentially affected employee/s in order to expedite and complete the actual displacement process set forth in Article 23.6.

23.6 Displacement: Any employee affected by such a reduction, whether directly or indirectly, shall be granted displacement opportunity. Displacement shall be exercised on the basis of **system seniority** and any employee affected by such a reduction, may displace a less senior employee, as set forth below, in the following order:

- a. Within the same classification
- b. Within the same classification series
- c. Within the classification the employee held immediately prior to holding the classification from which the employee was laid off, provided the employee has maintained the necessary certification or license for the position. **An employee can return to his/her previous position/classification and shall resume the job classification seniority accumulated within the classification/classification series at the point at which he/she left the classification/classification series.**

A displaced employee may elect to displace an employee with less hours **or he/she may elect to go on layoff.** Displacement shall only be downward in the classification series.

Placement on the Salary Schedule: For displacement purposes only, an employee bumping back into a classification previously held in accordance with the provisions set forth in this section (23.6) shall be placed on the salary schedule for the classification at a step not less than one-half (1/2) his/her system seniority nor greater than the step the employee was on when he/she left the classification, whichever is greater.

23.7 Vacancies during Layoff: All vacancies that occur while there are employees on recall shall **first** be posted and bid internally **within the classification** in accordance with Article 20.1a., **with the exception that if the vacant position is in a classification with employees on layoff and no internal employee in the classification bids/awarded the position or there is a residual position in the classification after the post and bid process, the position shall be offered to those from the affected classification on the recall list. If a vacancy still remains in the classification, it shall be offered to internal candidates outside the classification in accordance with Article 20.1.a, then to those outside the classification on the layoff list in accordance with Article 23.8 before opening the bid to external candidates. Employees on the recall list do not have to apply for vacant positions, but must respond to any offer as provided in Article 23.8 below.**

23.8 Recall: Vacancies which occur in a job classification of laid off employees shall be bid as described in **23.7** above. Vacancies remaining in a job classification with laid off employees after the bidding process shall then be offered to and accepted or declined in writing, by certified mail, by the employee standing highest (most senior) on the layoff list before the next person on the list is considered. Such job offer will contain at least the number of hours the laid off employee worked. If not, then the employee may consider the job opportunity and may decline such offer of reinstatement without jeopardizing the continuation of unemployment benefits or future recall rights.

If an employee on the layoff refuses a recall to his/her former classification with the same number of hours he/she was actively employed prior to the layoff, the employee will be considered to have voluntarily resigned. The employee must submit his/her acceptance or rejection by certified mail within three (3) work days of receipt of the Board’s offer. If the employee rejects the offer, the Board shall then resubmit the job offer by certified mail to the next most senior employee on the recall list within two (2) work days. This process shall continue until the position is filled.

23.9 The employee’s name shall remain on the appropriate list (recall) for a period of two (2) years from the effective date of layoff. If reinstated from layoff during this period such employee/s shall retain all previously accumulated seniority and a notice of reinstatement/s shall be made by certified mail.

23.10 An employee may not bump into a higher paid position and notwithstanding the call out pay provision, a displaced employee shall be paid only for the actual hours worked in a new position.

ARTICLE 24
INSURANCE

24.1 Hospitalization/Major Medical Insurance

The Board will provide the level of hospitalization, major medical, and prescription drug benefits to eligible employees described in the “Schedule of Benefits” attached hereto as Attachment “A”.

24.2 Dental Coverage

Dental Plan that covers as follows:

Maximum Benefit each calendar year for Class I, II and III Services	\$2,500.00
Lifetime Maximum for Orthodontic services, per person	1,000.00
Individual Deductible	25.00
Family Deductible	50.00

Percentages (of Reasonable & Customary) or schedule amounts payable for covered dental expenses:

Class I	100%	Class III	80%
Class II	80%	Class IV	60%

Paid 100% by the Board for all classified employees.

24.3 Board paid hospitalization/major medical plan as follows:

0 to 2 hours per day 25% Board paid

2.1 to less than 4 hours per day 50% Board paid

4.0 or more hours per day 100% Board paid, employee pays: 10% of the actual premium for hospitalization / major medical plan effective January 1, 2013.

24.4 Vision Plan

The Board will continue to provide single coverage or one-half the cost of family coverage for vision care insurance through its current provider or through another carrier providing comparable coverage. Employees will be provided with plan documentation reflecting the extent of Board coverage. Employees receiving vision care services are responsible for payment of same unless the service(s)/costs are covered by the plan in effect at the time the service is rendered.

Plan A

Professional Fees

Vision Examination \$45

(1 per 12 months)

Materials Pair

Lenses: (Limit to one pair per calendar year)

Single Vision \$50

Bifocals \$90

Trifocals \$100

Progressive \$120

Lenticular \$100

Frames: (One every 24 months) \$50

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

Maximum benefit per calendar year when:

Necessary \$175

Cosmetic \$100

Dependent covered to age25

IMPORTANT: The maximum amount for a single lens is 50% of the maximum amount payable for a pair of lenses. The frequency limit and benefit amount for lenses includes either regular lenses or contact lenses but not both.

When new frames are not required, the payment allowed for frames may be applied toward the cost of lenses.

Board paid 100% single plan. Employee requesting family coverage shall pay the difference between single and family coverage.

24.5 To the extent permitted by the carrier, any employee may enroll in the fringe benefit package offered by the Board at any time and the coverage shall be effective immediately upon such enrollment.

24.6 Term Life Insurance

Term life insurance in the amount of \$20,000 with clauses to cover accidental death and dismemberment paid 100% by the Board of Education.

24.7 Section 125 “Cafeteria” Plan

1. The Board shall establish, a “Cafeteria Plan” that is designed to (a) allow employees who must make employee contributions for health care coverage to elect to do so on a pre-tax basis, (b) allow employees to elect to receive additional cash in lieu of Board paid health care coverage (as agreed to by the Board and the Association), and (c) allow employees to elect to participate in the dependent care and medical care flexible spending accounts (“FSAs”) described in paragraphs 3 & 4 below. In accordance with the foregoing, the Payment in Lieu of Insurance Coverage (Section 24.8 below) provisions of this Agreement shall be made through the Cafeteria Plan.
2. The Cafeteria Plan will be designed to meet the requirements of Internal Revenue Code (“IRC”) Section 125 and applicable regulations. Accordingly, each employee 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 employee 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 of the month following the employee'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 employee’s circumstances that, in accordance with IRC Section 125, permits the employee to change his/her election under the plan (e.g., divorce, death of 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. If revoked, any account balance will be governed by paragraph 5 below (Forfeiture of Unused Allocations). 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. Dependent Care FSA

- a) Under the Cafeteria Plan, each employee will be allowed to make a pre-tax “salary reduction” election up to the maximum amount allowable under IRC Section 129 (currently \$5,000 per year), and receive a corresponding credit under a dependent care FSA. Under the dependent care FSA, reimbursement may be received for dependent care expenses described in IRC Section 129.
- b) The salary reduction and corresponding credits will be made and issued in eighteen (18) equal installments, beginning with the last pay in October.
- c) No employee may be entitled to reimbursement from the dependent care account in excess of the amount credited to the account.

4. Health Care FSA
 - a) Under the Cafeteria Plan, each employee will be allowed to make a separate pre-tax “salary reduction” election up to a maximum amount of \$5,000 per year (exclusive of any employee contributions for health coverage), and receive a corresponding credit under a health care FSA. Under the health care FSA, reimbursement may be received for medical expenses (under IRC Section 213) that are not otherwise reimbursable by the health care plans of the Board or of another employer.
 - b) The salary reduction shall be made in eighteen (18) equal installments beginning with the last pay in October.

5. Forfeiture of Unused Allocations

To comply with the requirement of IRC Section 125, amounts remaining in either the dependent care or health care FSA at the end of each plan year will be forfeited. In the event an employee separates from employment during a plan year with a remaining balance in the FSA account(s), the employee may continue to receive reimbursements from the account(s) through the end of that plan year.

6. 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 third party administrator. Any administrative costs associated with a third party administrator will be offset by a service fee of \$1.00 per pay per participating employee.

24.8 In Lieu Of Coverage

1. A bargaining unit member, working 4.0 or more hours per day, who verifies that he/she is covered by his/her spouse or former spouse’s family hospitalization insurance may elect to waive his/her coverage while the member remains covered by his/her spouse or former spouse and receive a \$2000 per year waiver bonus, through the Section 125 Cafeteria Plan A waiver is available for dental/vision in the amount of \$250.00. No waiver will be available to employees under the single plan or those who are covered by a spouse’s family hospitalization insurance where the spouse is another employee of this school district.
2. In order to elect this option and receive this additional compensation, the employee must, during the month of September in a given year complete, sign and file with the Treasurer of the Board a form indicating his/her election. Failure to submit the required form by the designated date shall result in a disqualification from payment in lieu of insurance as set forth herein. Once this election is made, it shall remain in effect and the employee shall not be entitled to receive the coverage that she/he elected not to receive for the duration of the one-year period. In the event of a change in the employee's circumstances after this election has been made, the employee may elect to receive the insurance coverage after a three (3) month waiting period. There shall be no pre-existing condition exclusion for any employee who re-enters the insurance in lieu of options discussed above after originally electing not to participate in said programs.

3. At the discretion of the Board, employees hired after the September election date may participate in this payment in lieu of insurance program on a prorated basis.
4. If an employee selects payment in lieu of insurance as provided above, but leaves active pay status at any point prior to the end of the contract year, the employee will be paid a pro-rated amount based upon the proportional amount of time he/she was in active pay status for the contract year.
5. The total in lieu of waiver amount shall be the following amounts:
 24 or less in lieu of waivers \$2000
 25 or more in lieu of waivers \$3000
 The first in lieu of waiver payment of \$1000 shall be paid the first pay in November. The balance of the waiver amounts will be made the first pay in June based on the final in lieu of waiver number(s).
6. If an employee dies before his/her in lieu of payment date, the employee's estate or beneficiary shall receive any and all in lieu of payments within thirty (30) days after proof is presented to the Treasurer.

24.9 Insurance Committee

The parties agree that providing appropriate health care coverage while containing and controlling health care costs is in the long-term best interest of the Board and its employees. Therefore, there will be established an Insurance Study Committee which shall be comprised of two (2) members of OAPSE, two (2) members of JATA, the Treasurer, and two (2) members of the administration and/or Board. This Committee will review the District's present insurance coverages in addition to obtaining available information regarding alternative concepts, products, plans, carriers, etc.

ARTICLE 25
TRANSPORTATION

- 25.1 Route bidding - Drivers will meet annually at a meeting called by the administration to bid upon routes and buses for the coming school year. The aforementioned meeting will be held during a two (2) week-period immediately preceding school's opening. Drivers will be notified of such meeting by mail.
- 25.2
 - a. Routes shall be posted with a general outline of what roads will be traveled and what stops will be made. Further, each route will indicate what bus will be assigned thereto.
 - b. All routes posted for bid will be driven by CDL-licensed Drivers, certified through Ashtabula County ESC, employed by Jefferson Area Local Schools.
- 25.3 Drivers shall select routes in line of their respective seniority. Drivers whose route/routes consume more than 4.5 hours per day shall request, in writing, that the route/routes be timed within 10 working days of the driver's determination of the length of the route/routes. The route/routes shall be timed, by the Supervisor and driver together, within 30 days after the driver submits a request for timing of route/routes and will be paid accordingly back to the date of request. The Board will provide the Route Timing Request Forms to the drivers.

- 25.4 After the determination of routes, via the bidding procedure, changes shall not be made after the Friday of the first full week in October unless the following circumstances develop:
- a. Routes need to be adjusted to balance student load.
 - b. Road conditions require a change in route.
 - c. Vehicle complications (breakdown, shortages, etc.) which could justify bus switches or route changes.

- 25.5
- a. Field trips/Extra trips shall be assigned on a rotating seniority basis. Drivers will be advised as their respective names appear at the top of the rotating list. Any driver accepting a trip or refusing a trip shall have his/her name placed at the bottom of the rotation list.
 - b. No driver shall volunteer to take Field/Extra Trips without pay.
 - c. Trading trips - There shall be no trading of trips.
 - d. As Field/Extra Trip request forms are received in the Central Office, they shall be signed and dated by the Superintendent. Upon receipt of the Request Form by the Transportation Supervisor, he/she shall sign and date the forms. A copy of the Trip Request Forms shall be posted on the bulletin board in the Bus Garage as they are received, signed and dated. Trips will be assigned once a week and, whenever possible, trips will be assigned six to eleven days prior to the date of the trip.

When more than one trip occurs on the same date, the most senior eligible driver shall have the choice of trips. Decision on choice of trips shall be limited to twenty-four (24) hours, then moving on to next senior in rotation.

- 25.6 Field Trips/Extra Trips needing certified school bus drivers over two and one half (2½) hours, including fifteen (15) minutes pre and post trip, which occur during drivers' regular runs, shall be awarded to regular drivers on a rotating seniority basis. Substitute drivers shall drive their regular runs.
- 25.7 A driver passing a trip because of an approved absence per the negotiated Agreement, will remain at the top of the rotation list. On an extended medical leave of absence, a driver will be permitted to make up Field/Extra Trips, not to exceed two (2).
- 25.8
- a. All Extra Trips/Field Trips shall be posted in the driver's quarters on a bulletin board for posting purposes. Procedures previously indicated in this agreement will be followed, with the Transportation Supervisor having total responsibility for management of the procedures.
 - b. All extra trips shall have a trip ticket which shall indicate the date, time and destination of the trip and a map or directions to the destination shall be included.
- 25.9 Any trips passed up by all regular drivers can be covered by substitute drivers.

- 25.10 a. Any driver who is available at the appointed time of departure for an extra trip to which he/she has been assigned, but which trip is canceled will receive two (2) hours pay.
- b. Said driver shall be assigned the next available trip.
- c. Make up trips shall not change a driver's place on the rotation list.
- 25.11 a. In the event a trip is canceled one (1) hour or more prior to departure and the driver cannot be reached after a reasonable attempt by telephone, such driver shall not be entitled to a two (2) hour payment. For the purpose of definition, an "extra trip" is any trip which is not run on a regularly scheduled basis.
- b. Drivers who neglect to notify the supervisor that they will not be able to drive an Extra Trip/Field Trip (except where an emergency or unusual circumstance exists or because of business on behalf of the Union) less than twenty-four (24) hours before the trip is to leave, will be penalized by losing a trip. (It shall be considered a regular Field trip/Extra trip on the rotation list and credited to the driver as if driven for pay.) Frequent neglect is to be considered neglect of duty which may result in the application of progressive corrective discipline as set forth in Article 29.
- 25.12 Only regular drivers and substitutes will be assigned field trips.
- 25.13 For athletic trips, buses needing extra interior cleaning will be returned to the bus garage and a time will be established with the Transportation Supervisor so that necessary cleaning can be performed. All other trips will qualify for 15 minutes pre and post trip, unless the trips occur immediately before or after a regular run.
- 25.14 Mass refusal to drive a Field Trip/Extra Trip in either category constitutes a violation of this agreement and it becomes the responsibility of OAPSE Local 419 to do everything in its power to see to it that a qualified driver is provided.
- 25.15 Drivers will be paid their hourly rate for Field Trips/Extra Trips. Drivers who spend time waiting at the destination during a non-routine trip must remain at the site of the field/extra trip and be readily available to the teacher/supervisor/coach for the duration of the trip. A brief off-premise meal period may be taken with notification, including contact numbers, to the teacher/supervisor/coach in charge.
- 25.16 Guaranteed Hours**
Drivers shall be guaranteed a minimum of 4.5 hours per day from storage to storage on all regular routes. Such time shall also include time for safety check, warm up, gassing, cleaning and disablement. The biweekly pay shall be based on the minimum of 4.5 hours per day for a ten-day pay period. Drivers who exceed the minimum of 4.5 hours per day shall be paid according to Section 25.17. **Kindergarten shall be paid a minimum of 1-1/2 hours at the driver's regular rate of pay.**

For incoming transportation requests occurring after the initial bid meeting:

- a. Initially, a determination will be made as to whether the transportation request can be added to an existing route, seniority rules.

- b. If the transportation request cannot be incorporated into an existing route and the estimated time is for two (2) hours or less, storage to storage, (including time for safety check, warm up, gassing, cleaning, disablement), the estimated hours shall be posted for bid at a minimum of two (2) hours in accordance with Article 16 Section 16.7.
- c. Requests that cannot be incorporated into existing routes that will be greater than two (2) hours shall be subject to discussion and agreement between the Union Representative(s) and the Transportation Supervisor for posting.

For bookkeeping purposes for drivers with routes with actual time storage to storage (including time for safety check, warm up, gassing, cleaning, disablement) of less than 4.5 hours, who are subject to the 4.5 minimum, sick leave and personal leave will be considered to be 2 ¼ hours in the a.m. and 2 ¼ hours in the p.m.

25.17 Breakdown/Extended Hours

Breakdown time and/or any extended driving time in excess of 4.5 daily hours shall be payable as follows:

Time spent greater than 7 minutes, but less than or equal to 22 minutes - 1/4 hour

Time spent greater than 22 minutes, but less than or equal to 37 minutes - 1/2 hour

Time spent greater than 37 minutes, but less than or equal to 52 minutes - 3/4 hour

Time spent greater than 52 minutes, but less than or equal to 67 minutes - 1 hour.

Breakdown time or extended driving time is herein defined as any time necessarily worked by an employee in the completion of his/her job description.

25.18 Annual In-service

Drivers, bus monitors, and mechanics shall attend an annual safety meeting in-service (minimum 4 hours) for their respective classifications and shall be paid at the employee's hourly rate. Drivers and Monitors shall receive all information and training for the transport of special needs students as required by the ORC. Drivers failing to attend the required in-service shall be sufficient reason for forfeiture of the required driver's certificate.

25.19 Rules and Regulations

Drivers are expected to abide by and be familiar with the rules of the Board of Education and the State of Ohio as they pertain to driving responsibilities. Drivers will adhere to all driving regulations of local, county and state bodies. The annual driver abstract shall be obtained from the Bureau of Motor Vehicles through the ODE by the Transportation Supervisor and made available to employees. The employer's policy on driver abstract points will not be less than that established by state law.

25.20 First Aid Certificates

All drivers are to be qualified for the Standard American Red Cross First Aid Certificate at the earliest opportunity or available training. Drivers shall be reimbursed for enrolling and completing of course for certification.

25.21 Bus Repairs

Drivers who must take their assigned bus out of service for the purpose of receiving mechanical repairs are expected to use one of the existing spare buses. No driver shall be required to drive any bus which does not pass all specifications of the Transportation Supervisor as to the bus's ability to pass all safety regulations and the assurance that the bus provides those necessary comforts to driver and student passengers.

25.22 Compensation

Compensation for drivers shall be scheduled over a ten (10) month period unless the driver exercises the option for twelve (12) month pay contained in Article 32, Section 32.5.

25.23 Fees

The Board shall pay the \$25.00 license fee for bus drivers and mechanics CDL License. In the event an employee is not successful in passing the commercial vehicle driver's license examination upon expiration of his/her license, the Board shall grant a two-month leave of absence in which the driver shall have the opportunity to retake and pass the test. During such leave, fringe benefits shall be continued if the employee pays the premium.

25.24 School Van

A Field/Extra Trip of eight students or less, plus driver shall be available for transportation by the van. If a field trip is nine or more students, the field trip shall be via school bus and the field trip procedure shall be followed. Should this section be violated the appropriate driver shall be paid for all time lost.

25.25 The Board shall pay costs associated with random and post accident drug and alcohol testing, including pay for time during testing and transport to and from the testing facility.

ARTICLE 26
GRIEVANCE PROCEDURE

26.1 Purpose - The purpose of this procedure is to secure at the lowest possible administrative level equitable solutions to stated grievances.

26.2 Definitions

- a. A grievance is defined as a written claim filed by an employee, group of employees, or the Union, alleging that there has been a violation, misinterpretation, or misapplication of a term or provision of this Agreement.
- b. "Days" shall mean working days, Monday-Friday, excluding holidays.
- c. The "grievant" is the employee, employees, or the Union initiating the grievance.
- d. "Immediate supervisor" shall mean that administrator designated as such on the employee's job description.

26.3 General Procedure and Rights of Grievant

1. A grievant shall not stop, suspend or otherwise negatively alter, or diminish work because of an alleged grievance.
2. The grievant may appear on his/her own behalf and may be accompanied at any step in the procedure by the Union representative or fellow employee. At Step II and beyond, the grievant may elect to be represented by the OAPSE Field Representative and the Local Representative of his/her choice. Should a grievant choose not to be represented by the Union, a Union representative shall be present at all hearings in this procedure.
3. The time limits indicated at each level are considered maximum. However, they may be extended by written agreement by the parties.
4. Any grievance not processed by the grievant through any of the successive levels within the specified time limits and in the absence of an agreed upon time extension described in 26.3 above, shall be considered waived and the alleged grievance shall no longer exist. If the Board or the designated administrator fails to process a grievance within the specified time limits and in the absence of an agreed upon time extension the grievance will automatically move to the next level in the procedure.
5. The Union or its officers or any member of the District will not be placed in jeopardy or be the subject of reprisal or discrimination for having followed or participated in the grievance procedure.

26.4 General Grievance Procedure

Prior to the initiation of the formal grievance procedure at Level I, the grievant shall, within fifteen (15) days of the time of the occurrence upon which the alleged grievance is based, discuss the grievance with his/her immediate supervisor in an effort to arrive at an informal solution to the problem.

LEVEL ONE - If the grievance is not resolved to the grievant's satisfaction at the informal level, the grievant may, within five (5) days after the supervisor's answer, file a written Grievance to the immediate supervisor for review and further study. Within five (5) days of the filing of the formal grievance statement, the immediate supervisor shall meet with the grievant to again discuss the matter and shall give a written disposition of the grievance within five (5) days following the meeting.

LEVEL TWO - If the disposition of the grievance at Level One is not satisfactory to the grievant, the grievance may be submitted by the grievant, in writing, to the Superintendent within five (5) days of the receipt of the Level One answer. The Superintendent will review the case within five (5) days with the grievant and appropriate supervisor and will, within five (5) days after the review meeting render a written decision.

LEVEL THREE - If the disposition of the grievance at Level Two is not satisfactory to the grievant, the grievant shall have the option of taking the grievance to the Board or directly to Level Four.

Should the grievant request a hearing before the Board in writing within five (5) days after receipt of the Level Two answer, the Board shall call a meeting of the Board, (executive session) within ten (10) days to hear the grievance, unless the parties agree otherwise. The request shall be delivered to the Treasurer of the Board. The Board will render a written decision within five (5) days of the meeting.

LEVEL FOUR - If a satisfactory disposition of the grievance is not made as a result of the Level Two or Three hearing, the grievant or his designated Union representative shall have the right to appeal the dispute to an impartial arbitrator under and in accordance with the rules of the American Arbitration Association. Such appeal must be taken within fifteen (15) days from the date that the grievant received the written disposition from the Board of Education or Superintendent. The demand for arbitration shall be made by filing a notice with the statement of grievance with the American Arbitration Association and a copy of the notice served on the Administration's representative.

Whenever possible, employee absence for participation as a witness shall be scheduled so as to avoid disruption of the work place. The parties agree to take efforts to minimize the loss of employee time during arbitration hearings through mutual cooperation in the scheduling of witnesses.

The Union's right to have witnesses on paid non-personal leave to testify in arbitration is not unrestricted. In the event the parties are unable to resolve numbers of employees, schedules or scope of testimony in connection with any particular arbitration hearing, either may present their concerns to the arbitrator in the case then pending, who will have the authority to subpoena and schedule witnesses and/or eliminate cumulative testimony or delineate the scope to be presented. At least ten (10) days prior to a scheduled arbitration, the parties will exchange a list of proposed witnesses for the arbitration hearing.

The arbitrator shall issue a decision within thirty (30) days of the date on which the hearing is closed, unless an extension of time is consented to by the parties. The arbitrator shall be governed by the express terms of this agreement in reaching his/her decision and shall have no authority to make any decision, which will modify or change this agreement, including salary schedules, in any respect or add to or take away from any of its terms.

The decision of the arbitrator shall be binding on both parties. Cost for administrative fees, room charges, if any, and the services rendered by the impartial arbitrator shall be paid by the party which does not prevail in the arbitration. As a part of the award, the Arbitrator shall determine which party has prevailed. If the grievance is settled before the arbitration decision, the costs shall be divided equally between the parties.

ARTICLE 27
SENIORITY

- 27.1 System seniority shall be defined as the uninterrupted length of continuing service with the Jefferson Area Local Board of Education. For employees hired after approval of the Agreement between the parties covering the 2001-2002 school year, an employee's continuous service shall be measured from the date of the Board Meeting of hire. Time worked as a substitute shall not be included.
- 27.2 Job classification seniority shall be defined as the uninterrupted length of continuing service in the employee's present job classification.
- 27.3 Authorized leaves of absence, (Board approved) do not constitute interruptions of continuous service. **Layoff is an authorized unpaid leave of absence and therefore does not constitute an interruption of continuous service. An employee does not accumulate seniority while on layoff, nor does he/she lose seniority accumulated at the point of layoff.**
- 27.4 In case of identical system seniority, the tie shall be broken by the following, in order:
1. Earliest date of Board meeting approval as a substitute
 2. Drawing cards, higher card prevails (Ace is high card)

In case of identical classification seniority, system seniority shall be dispositive of ties.

- 27.5 A seniority list shall be maintained by the Board indicating **both the system seniority and the job classification(s)** the seniority standing of each employee within the bargaining unit. Once each year (November 1) a copy of this list shall be given to the President of the Union.

ARTICLE 28
SUBCONTRACTING

- 28.1 Should the Board determine that it may desire to seek bids for the purpose of contracting out work which may be performed by bargaining unit employees, the Board shall notify the Union at least 90 days in advance of letting bids for the proposed subcontracting. Before any subcontracting is implemented, the Board and Union shall meet to discuss possible alternatives in good faith. In the event subcontracting is implemented, the Board and the Union will negotiate in good faith the effects of subcontracting.

ARTICLE 29
DISCIPLINE

- 29.1 An employee shall be subject to discipline for violation of written rules and regulations of the Jefferson Area Local Board of Education, and other just cause.

29.2 Principles of corrective action shall be followed. However, offenses of a serious nature may result in discipline, without regard to previous reprimands or discipline. The following procedures of discipline in cases other than those of a serious nature will be as follows:

- a. First Offense - oral warning (notation of date and nature of offense on oral warning form.)
- b. Second Offense - written warning.
- c. Third offense - written reprimand.
- d. Subsequent Offenses – demotion, suspension, termination or a lesser penalty as deemed appropriate.
- e. In the instance where an employee's presence on the job represents a clear and present danger to the work force, public, student body, or Board property, the Board may suspend the employee, with pay, until a due process hearing can be held.
- f. Prior to any course of disciplinary action, beyond an oral warning/oral warning form, a meeting will be held, if requested by the employee, with the employee, his/her representatives and the supervisor proposing and/or initiating the discipline. Unit members shall be entitled to be accompanied by a union representative of his/her choice at any time he/she is required to meet with a supervisor/administrator to discuss matters relating to the discipline of that employee.

29.3 A Due Process Hearing shall be afforded the employee prior to demotion, suspension or termination with the employee, and his/her representative. Prior notice of such meeting will be given to the employee and the Union President. Any employee who has been disciplined shall be given a copy of any warning or reprimand or other disciplinary action entered on his personnel record within five (5) working days.

Any employee who has been disciplined or discharged will be given a written statement describing the reason for which he has been suspended or discharged. In the case of suspension, the employee will be advised as to the duration of the suspension and when it shall take effect.

29.4 Any suspension shall be for a specific number of consecutive days on which the employee would regularly be scheduled to work. Holidays occurring during the period of suspension shall be counted as workdays for the purpose of suspension only. An employee whose last day of suspension immediately precedes a holiday shall not lose holiday pay.

29.5 Disciplinary actions reviewed through the grievance procedure shall begin at Level Two. Grievances pertaining to suspensions, demotions, or termination shall be initiated at the arbitration level.

ARTICLE 30
GENERAL PROVISIONS

30.1 Tools

The Board shall provide tool replacement for broken, lost, or stolen tools for mechanics and maintenance personnel, provided that the breakage, loss or theft is a direct result of employment.

30.2 Tuition

Board employees who do not reside in the Jefferson Area Local School District but would like to have their children attend school in the District must first apply to have their children attend school through the Board's Inter-District Open Enrollment Policy. If an employee's child(ren) are determined not to be eligible for attendance through the Policy (e.g., the child applies for enrollment after the first day of classes of any school year) or if they are denied attendance by operation of the Policy, the child(ren) may still attend school in the District without paying tuition by operation of this provision (i.e., the Board shall waive his/her/their tuition).

30.3 School Calendar

The Union shall have input into developing the annual school calendar through the Labor-Management Committee.

ARTICLE 31
HEALTH, SAFETY, & WELFARE

31.1 The Board shall provide a place of employment free of recognized physical and health hazards for all employees during their hours of employment, and it shall continue to furnish protective equipment and other safety devices in accordance with its present practice and terms of this agreement.

The Board will provide replacement for broken, lost or stolen protective equipment and other safety devices provided that the breakage, loss or theft is as a direct result of employment.

The Board shall comply with all laws, federal and state, relating to safety, health, and sanitation.

Material Safety Data Sheets (MSDS) shall be kept as mandated by law.

31.2 Protective equipment and other safety devices provided by the Board shall include, but shall not be limited to, the following:

- a. Disposable vinyl or latex gloves shall be provided to all employees.
- b. Wrap-around safety glasses shall be provided to all custodial, maintenance, and mechanic personnel, which shall be used for safety purposes.

- c. The Board shall provide uniforms for mechanics. Three (3) shirts will be provided annually for regular maintenance personnel, who will be responsible for wearing these shirts on a daily basis and for their care. All uniforms remain the property of the district.
- d. The Board shall biennially provide two (2) sets of coveralls, one (1) insulated and one (1) non-insulated, for each regular maintenance employee and bus mechanic throughout the duration of the contract.
- e. The Board shall supply at least one (1) set of appropriately sized insulated coveralls for each building for snow removal duties.
- f. Reimbursement for out of pocket costs not to exceed \$100 for one pair of prescription safety glasses for each maintenance employee and bus mechanic.

ARTICLE 32
WAGES

- 32.1 Paraprofessionals may have additional hours added to their work year prior to the opening of school and additional hours added to their work year following the closing of school if deemed necessary as determined by the Administrator and Superintendent.
- 32.2 Longevity – 15 years of system seniority – an additional \$0.10 per hour added to their salary; 20 years of system seniority - an additional \$0.15 per hour added to their salary; 25 years of system seniority – an additional \$0.20 per hour added to their salary (hourly rate).
- 32.3 All classifications to have 13 steps on the salary schedule. No employee will move more than one step per year.
- 32.4 Wages - The Board agrees to the following plan for wages for the Bargaining Unit according to the following schedule:
 - a. Increase
All Classifications:
0% increase for term of the agreement
No reopeners
All other automatic increases will continue (example steps, longevity, etc.)
 - b. Re-Opener
No reopeners
 - c. Stipends
Stipends to be converted to salary schedule with the exception of the night-shift differential and licensed firemen, which shall remain as stipends.
Head Custodian - \$300
Night-shift Differential - \$.10/hr.
Licensed Fireman - \$400
Head Cook - \$1125
Assistant Cook - \$710
Head Maintenance - \$300
Head Mechanic - \$300

d. Background Checks

The Board shall reimburse all ongoing employees up to \$60 for required BCII/FBI background checks. This does not apply to new hires.

32.5 Paydays

Twelve month employees shall be paid by the “timecard” mode of payment, whereby pay will be issued on alternating Fridays for actual hours worked plus any additional appropriate pay (e.g., paid leave) during the relevant two-week period.

Nine to eleven month employees may exercise the option of twelve month pay if requested of the Treasurer in writing prior to July 1 of the contract year.

32.6 References in the collective bargaining agreement to employees scheduled to work for “260 days” a year and “2080 hours” per year address those bargaining unit members who are “twelve month employees”. All twelve month employees will be deemed to be scheduled to work and be paid for all available work days/hours (including President’s Day) in a contract year, regardless of whether or not this exceeds the aforementioned reference (i.e., “260 days”). In doing this, the parties recognize that some years have 261 or 262 days, for example.

ARTICLE 33
DURATION

33.1 This contract shall be in effect from July 1, 2013 through June 30, 2016.

The parties to this contract signed this 9/25/2013.

JEFFERSON AREA LOCAL
BOARD OF EDUCATION

J. Manta
Superintendent

Patricia A. Smith
Treasurer

Patricia Inman
Board President

Gary Pasarella
For Board of Education

Mary K. Richards
For Board of Education

OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES LOCAL 419

[Signature]
President

Ann Jenner
OAPSE Field Representative

Kathy Dalsky
For Local 419

[Signature]
For Local 419

Betty Barchaniewicz
For Local 419

JEFFERSON AREA LOCAL SCHOOLS			
SALARY SCHEDULES			
*HEAD MECHANIC		MECHANIC	
STEP	7/1/2010	STEP	7/1/2010
0	\$ 15.75	0	\$ 15.11
1	\$ 15.84	1	\$ 15.20
2	\$ 15.92	2	\$ 15.28
3	\$ 16.01	3	\$ 15.37
4	\$ 16.11	4	\$ 15.47
5	\$ 16.19	5	\$ 15.55
6	\$ 16.28	6	\$ 15.64
7	\$ 16.36	7	\$ 15.72
8	\$ 16.47	8	\$ 15.83
9	\$ 16.53	9	\$ 15.89
10	\$ 16.62	10	\$ 15.98
11	\$ 16.71	11	\$ 16.07
12	\$ 16.83	12	\$ 16.19
13	\$ 16.92	13	\$ 16.28
HRS/DAY	DAYS	HRS/DAY	DAYS
8	260**	8	260**
HRS/YR: 2080		HRS/YR: 2080	
*STIPEND INCLUDED IN HOURLY RATE			
**Per Article 32.6 some years have 261 or 262 days			
BUS DRIVERS			
STEP	7/1/2010	LONGEVITY	
0	\$ 14.47		
1	\$ 14.59	15 YEARS	\$0.10
2	\$ 14.71	20 YEARS	\$0.15
3	\$ 14.81	25 YEARS	\$0.20
4	\$ 14.91		
5	\$ 15.03		
6	\$ 15.14		
7	\$ 15.26		
8	\$ 15.37		
9	\$ 15.48		
10	\$ 15.59		
11	\$ 15.67		
12	\$ 15.82		
13	\$ 15.91		
HRS/DAY	DAYS		
4.5 (MIN)	187		
HRS/YR: 841.5			

**JEFFERSON AREA LOCAL SCHOOLS
SALARY SCHEDULES**

*HEAD COOK		*ASSISTANT COOK	
STEP	7/1/2010	STEP	7/1/2010
0	\$ 12.92	0	\$ 12.71
1	\$ 13.06	1	\$ 12.85
2	\$ 13.20	2	\$ 12.99
3	\$ 13.32	3	\$ 13.11
4	\$ 13.44	4	\$ 13.22
5	\$ 13.55	5	\$ 13.34
6	\$ 13.68	6	\$ 13.47
7	\$ 13.80	7	\$ 13.59
8	\$ 13.92	8	\$ 13.71
9	\$ 14.06	9	\$ 13.85
10	\$ 14.16	10	\$ 13.95
11	\$ 14.26	11	\$ 14.05
12	\$ 14.36	12	\$ 14.15
13	\$ 14.45	13	\$ 14.24
HRS/DAY	DAYS	HRS/DAY	DAYS
8	188	7	188
HRS/YR: 1504		HRS/YR: 1316	
*STIPEND INCLUDED IN HOURLY RATE		*STIPEND INCLUDED IN HOURLY RATE	
COOK			
STEP	7/1/2010		
0	\$ 12.17		
1	\$ 12.31		
2	\$ 12.45		
3	\$ 12.57		
4	\$ 12.69		
5	\$ 12.80		
6	\$ 12.93		
7	\$ 13.05		
8	\$ 13.17		
9	\$ 13.31		
10	\$ 13.41		
11	\$ 13.51		
12	\$ 13.61		
13	\$ 13.70		
HRS/DAY	DAYS	HRS/YR	
8	186	1488	
7	186	1302	
6	186	1116	
4	186	744	
3	186	558	

**JEFFERSON AREA LOCAL SCHOOLS
SALARY SCHEDULES**

CROSSING GUARD	
STEP	7/1/2010
0	\$ 12.45
1	\$ 12.50
2	\$ 12.57
3	\$ 12.65
4	\$ 12.71
5	\$ 12.79
6	\$ 12.86
7	\$ 12.93
8	\$ 13.00
9	\$ 13.06
10	\$ 13.15
11	\$ 13.25
12	\$ 13.34
13	\$ 13.44

MONITORS	
STEP	7/1/2010
0	\$ 12.89
1	\$ 12.99
2	\$ 13.06
3	\$ 13.16
4	\$ 13.23
5	\$ 13.33
6	\$ 13.41
7	\$ 13.51
8	\$ 13.60
9	\$ 13.67
10	\$ 13.75
11	\$ 13.85
12	\$ 13.96
13	\$ 14.05

HRS/DAY	DAYS	HRS/YR	HRS/DAY	DAYS	HRS/YR
3	186	558	8	186	1488
2	186	372	6	186	1116
			4	186	744
			2.5	186	465
			2	186	372

NURSE ASSISTANT	
STEP	7/1/2010
0	\$ 13.89
1	\$ 13.99
2	\$ 14.06
3	\$ 14.16
4	\$ 14.23
5	\$ 14.33
6	\$ 14.41
7	\$ 14.51
8	\$ 14.60
9	\$ 14.67
10	\$ 14.75
11	\$ 14.85
12	\$ 14.96
13	\$ 15.05

HRS/DAY	DAYS	HRS/YR
6	186	1116

**JEFFERSON AREA LOCAL SCHOOLS
SALARY SCHEDULES**

SECRETARY		PARA-PROFESSIONAL	
STEP	7/1/2010	STEP	7/1/2010
0	\$ 14.04	0	\$ 12.54
1	\$ 14.10	1	\$ 12.64
2	\$ 14.22	2	\$ 12.71
3	\$ 14.29	3	\$ 12.80
4	\$ 14.40	4	\$ 12.89
5	\$ 14.46	5	\$ 12.99
6	\$ 14.56	6	\$ 13.06
7	\$ 14.65	7	\$ 13.16
8	\$ 14.73	8	\$ 13.23
9	\$ 14.82	9	\$ 13.33
10	\$ 14.90	10	\$ 13.41
11	\$ 14.98	11	\$ 13.51
12	\$ 15.09	12	\$ 13.61
13	\$ 15.17	13	\$ 13.70

	HRS/DAY	DAYS	HRS/YR	HRS/DAY	DAYS	HRS/YR
JAHS*	8	222*	1,776*	8	186	1,488
JA JR.HI	8	215	1,720	6.5	186	1,209
JES	8	215	1,720	6.25	186	1,162.50
GUIDANCE	8	211	1,688	6	186	
RCES F/T	8	211	1,688			
RCES P/T	4	211	844			

*Current incumbent secretaries at JAHS shall be grandfathered in at 240 days per year and their current vacation days for the duration of their tenure in the position.

SCHEDULE OF BENEFITS

The Schedule of Benefits is a summary of the Deductible, Copayments and other limits when you receive Covered Services from a Provider. Please refer to the Covered Services section of this certificate for a more complete explanation of the specific services covered by the Plan. All Covered Services are subject to the conditions, Exclusions, limitations, terms and provisions of this Certificate including any attachments or riders. **This Schedule of Benefits lists the Member’s responsibility for Covered Services.** Benefits for Covered Services are based on the Maximum Allowable Amount. When you utilize a Non-Network Provider you are responsible for any balance due between the Non-Network Provider’s charges and the Maximum Allowable Amount in addition to any Copayments, Deductibles, and non-covered charges.

BENEFIT PERIOD	Calendar Year	
Dependent Age Limit	As required by Federal and State Law unless limits are less than set forth here. To the end of the calendar year in which the child attains age 26 .	
Pre-Existing Period	As required by Federal and State Law unless more than set forth here. 12 months after enrollment date, except, 18 months for late enrollees	
Deductible	Network	Non-Network
Per Person	None	\$ 100
Per Family	None	\$ 200

Note: Any amounts applied to the Deductible for expenses incurred during the last three months of the Benefit Period will also be applied to meet the next Benefit Period’s Deductible, but not Out-of-Pocket.

Out-of-Pocket Limit	Network	Non-Network
Per Person	\$ 500	\$ 2,000
Per Family	\$ 1,000	\$ 4,000

Note: The Out-of-Pocket Limit includes all Deductibles and Copayments you incur in a Benefit Period, except for the following services:

- Prescription Drug Benefits
- Human Organ and Tissue Transplant Services

The Out-of-Pocket Limit also excludes Copayments for the following services when listed as dollar amounts:

- Physician Office Services (even if for Mental Health Conditions)
- Preventative Care Services
- Urgent Care Services

Appendix

Schedule of Benefits

Once the Member and/or family Out-of-Pocket Limit is satisfied, no additional Copayments will be required for the Member and/or family for the remainder of the Benefit Period, except for the services listed above.

Network deductibles, co-payments, and out-of-pocket limits do not accumulate toward non-network deductibles. Likewise, non-network deductibles, co-payments and out-of-pocket limits do not accumulate toward network deductibles.

Lifetime Maximum for all Covered Services except Human Organ and Tissue Transplants

As required by Federal and State Law unless limits are less than set forth here. \$2,000,000 Network and Non-Network combined

Lifetime Maximum for Human Organ and Tissue Transplants

As required by Federal and State Law unless limits are less than set forth here. \$1,000,000 Network and Non-Network combined

Covered Services

Copayments / Maximums

As required by Federal and State Law unless limits are less than set forth here.

	Network	Non-Network
Preventative Care: Exams, physicals & immunizations PAP Testing, Pelvic Exams, Mammography, PSA Tests Annual Diabetic Exam	100%	30% Coinsurance
Physician Office Services	\$20 Copayment per visit	30% Coinsurance
Allergy – testing and treatment - serum and injections	100%	30% Coinsurance
Maximum Visits per Benefit Period for: Physical Therapy	30 visits when rendered as Physician Office Services or Outpatient Services, combined Network and Non-Network	
Occupational Therapy	20 visits when rendered as Physician Office Services or Outpatient Services, combined Network and Non-Network	
Speech Therapy	20 visits when rendered as Physician Office Services or Outpatient Services, combined Network and Non-Network	
Spinal Manipulations	12 visits, combined Network and Non – Network	
Inpatient Services	100%	30% Coinsurance
Maximum days per Benefit Period for Physical Medicine and Rehabilitation	60 days (Combined Network and Non-network)	
Maximum days per Benefit Period for Skilled Nursing Care Facility Services	180 days (Combined Network and Non-Network)	

Health Certificate

Appendix

Schedule of Benefits

Outpatient Services

(Hospital / Alternative Care Facility)

Outpatient Surgery	100%	30% Coinsurance
Professional Charges	100%	30% Coinsurance
Other Outpatient Services	100%	30% Coinsurance
Professional Charge	100%	30% Coinsurance
Maximum visits per Benefit Period for Physical, Occupational, Speech, and Spinal Manipulations	For Benefit Period Maximum, refer maximums, under Physicians Office Services in this Schedule of Benefits.	
Second Opinions	100%	
Emergency Care	\$50 Copayment per visit	\$50 Copayment per visit
(In Emergency Room – Copayment is waived if admitted)		
Urgent Care	\$35 Copayment per visit	\$35 Copayment per visit
Ambulance Service	\$50 Copayment	\$50 Copayment
Well-child Exams	Covered in full	30% Coinsurance

Health Certificate

Appendix

Schedule of Benefits

Mental Health & Substance Abuse Services

Inpatient Services	Covered in full	Mental Health 30% coinsurance Substance Abuse 30% Coinsurance
Outpatient Services	\$10 Copayment	30% Coinsurance
Physician Office Services	\$10 Copayment per visit	30% Coinsurance
Benefit Period Maximums	100%	

Home Care Services

Maximum visits per Benefit Period	Covered in Full Unlimited	30% Coinsurance 30 visits per Benefit Period
Hospice Services	Covered at 100%; limited to 6 mos. per lifetime of in-hospice care; limited to 180 days per lifetime for home hospice or outpatient hospice care	20% Coinsurance

Appendix

Schedule of Benefits

Human Organ and Tissue Transplant Services – As required by Federal and State Law unless limits are less than set forth here.

For cornea and kidney transplants, the transplant and tissue services benefits or requirements described below do not apply. These services are paid as Inpatient Services, Outpatient Services or Physician Office Services depending where the service is performed.

Benefit Period Total of 365 continuous days beginning 1 day immediately prior to a covered transplant procedure or first myeloblation therapy (high dose chemotherapy and/or irradiation).

Transplant Maximum

Lifetime maximum per member for all Transplant Services, under this Plan or any successive Human Organ and Tissue Transplant Benefit between the Member and the Company \$1,000,000 Network and Non-Network Transplant services combined

Note: Transportation / Lodging / Meals, Procurement, and Hospital Confinement are included in and accrue toward this lifetime maximum for all Transplant Services.

Transplants at a Non-Network Facility do not count towards the Deductible or the Out-of-Pocket Maximum.

The total dollar amount the Plan will pay is \$1,000,000 per member for all Transplant Services including the Covered Transplant Procedure, under this Certificate or any preceding or succeeding Human Organ and Tissue Transplant Certificate or Human Organ and Tissue Transplant Certificate or Human Organ and Tissue Transplant contract between the Group and the Plan.

Non-Network Transplant Facility

Transplant Services provided through a Non-Network Transplant Facility, with respect to the type covered Transplant Procedure performed:

If the Covered Transplant Procedure is performed in a Non-Network Transplant Facility, we will pay the lesser of the 50% Copayment of billed charges, or 50% Copayment of the amount shown below for the actual Covered Transplant Procedure. This amount will accrue to the \$1,000,000 Lifetime Maximum. These amounts may be eligible for Covered Transplant Procedure expenses during the 30 day period beginning one day prior to the Covered Transplant procedure for solid organ transplants, and one day prior to myeloblation therapy for bone marrow/stem cell transplants. After the 30th day, remaining transplant services other than the Covered Transplant Procedure expenses, may be eligible at 50% Copayment of billed charges for the remainder of the 365 day Benefit Period, \$1,000,000 not to exceed the Lifetime Maximum.

The Maximum below include organ acquisition for a solid organ transplant; and mobilization, harvesting and storage of marrow/cells, regardless of when it occurs, for a bone marrow/stem cell transplant.

Appendix

Schedule of Benefits

	Network Transplant Facility	Non-Network Transplant Facility
Transplant Services With respect to the type of Covered Transplant Procedure performed:	Covered in Full	The lesser of 50% Coinsurance of billed charges or 50% Coinsurance of the amount shown in the schedule below.
Transportation Lodging and Meals Reasonable and necessary travel expenses related to a transplant at a Non-Network Transplant Facility are covered at the Non- Network Transplant Facility Copayment level.	Network Transplant Facility Covered in Full	Non-Network Transplant Facility 50% Coinsurance
Medical Supplies, Durable Medical Equipment and Appliances	20% Coinsurance	40% Coinsurance

Note: Physician office Copayment are applied rather than the Network Copayment listed above if medical supplies, durable Medical Equipment, or appliances are obtained in a Network Physician's office.

Appendix

Definitions

Maternity Services

Network
100%

Non-Network
30% Coinsurance

Prescription Drugs

Days Supply

(Days Supply may be less than the amount shown, due to Prior Authorization, Quantity Limits and Utilization Guidelines):

Retail Pharmacy	30-day supply
Mail Services	90-day supply
Network Retail Pharmacy:	
Generic Drugs	\$5 Copayment per Prescription Order
Brand Name Drugs	\$20 Copayment per Prescription Order
Mail Service Program:	
Generic Drugs	\$5 Copayment per Prescription Order
Brand Name Drugs	\$20 Copayment per Prescription Order
Non-Network Pharmacy	50% Copayment

Note: Certain Diabetic and asthmatic supplies are covered in full. These supplies are not covered if obtained from a Non-Network Pharmacy. Diabetic test strips are covered as any other drug (Network and Non-Network, Formulary and Non-Formulary).

Definitions

Actively At Work - Present and capable of carrying out the normal assigned job duties of the Group. Subscribers who are absent from work due to a health related disability, maternity leave on regularly scheduled vacation will be considered Actively At Work.

Authorized Service – A Covered Service rendered by any Provider other than a Network Provider which has been authorized in advance by Us to be paid at the Network level.

Benefit Period - The period of time that We pay benefits for Covered Services. The Benefit Period is listed in the Schedule of Benefits. If your coverage ends earlier, the Benefit Period ends at the same time.

Benefit Period Maximum - The maximum we will pay for specific Covered Services during a Benefit Period.

Brand Name Drugs – The initial version of a medication developed by a pharmaceutical manufacturer, or a version marketed under a pharmaceutical manufacturer's own registered trade name or trademark. The original manufacturer is granted an exclusive patent to manufacture and market a new drug for a certain number of years. After the patent expires, if FDA requirements are met, any manufacturer can produce the drug to sell under its own brand.

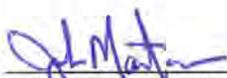
CERTIFICATE

The undersigned, Treasurer of the Board of Education of the Jefferson Area Local School District, Jefferson, Ohio, certifies that the money required to meet the obligations of the Board during Fiscal Year 2014 under the attached contract (OAPSE contract effective 07/01/13) has been lawfully appropriated by the Board for such purposes and are in the treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

The undersigned, Treasurer and President of the Board of Education of the Jefferson Area Local School District, Jefferson, Ohio, and the Superintendent of Schools of the Jefferson Area Local School District, Jefferson, Ohio, hereby certify that the District has in effect for the term of the contract the authorization to levy taxes, including the renewal or replacement of existing levies, which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all of the days set forth in its adopted school calendars for the current fiscal year and for a number of days in the succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year.

This Certificate is given in compliance with Sections 5705.41, 5705.412 and 5705.44 of the Revised Code.

Dated: 9/25/2013

BY: 
Superintendent of Schools

BY: 
President, Board of Education

BY: 
Treasurer, Board of Education