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MASTER AGREEMENT

Between the

**CONOTTON VALLEY UNION
LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

and the

**OHIO ASSOCIATION OF PUBLIC SCHOOL
EMPLOYEES/AFSCME/LOCAL 427/AFL-CIO**

July 1, 2015, through June 30, 2019

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ARTICLE I – RECOGNITION/BOARD RIGHTS

A. Parties to the Agreement

This Agreement is by and between the Board of Education of the Conotton Valley Union Local School District, hereinafter referred to as “Board”, and Ohio Association of Public School Employees (OAPSE)/AFSCME Local 4, AFL-CIO, and its Local #427 hereinafter referred to as “Union”.

B. Bargaining Unit

The Board recognizes the Union as the sole and exclusive bargaining representative for all regularly employed full time and regular part time employees of the Board in the following classifications: Custodial, Aide, Food Service, Maintenance, Secretaries, and Transportation. The employees in the following positions and classifications are excluded: Secretary to the Superintendent and Treasurer; Supervisor of Custodial Services, Buildings and Grounds; Supervisor of District Cafeterias; Transportation Director; Management Information System Assistant; all Casual and Seasonal Employees; and all other Confidential, Management and Supervisory employees as defined by O.R.C. §4117.01.

ARTICLE II – NEGOTIATIONS PROCEDURE

A. Procedure

Either the Association or the Board may initiate negotiations by a Notice to Negotiate forwarded to the other party. Within ten (10) working days of transmittal of said Notice, the parties shall agree upon a date for their first negotiation session. Negotiations for a successor Agreement shall begin at least ninety (90) days prior to the expiration of the Agreement unless the parties agree to a later date. The first negotiation session shall be for the purpose of exchanging written proposals and determining any ground rules deemed necessary. No additional issues shall be introduced by either party after the initial meeting unless mutually agreed by both parties. At any negotiation session, either party may be represented by no more than seven (7) representatives including consultants. Neither party shall have control over the selection of the bargaining representative of the other party.

B. Scope of Bargaining

Matters subject to negotiation shall be wages, hours, and terms and conditions of employment, and the continuation, modification, or deletion of any provision of the existing Agreement.

C. Dispute Resolution Procedure

1. In the event an Agreement is not reached by negotiations after full consideration of proposals and counterproposals, either of the parties shall have the option of declaring impasse.
2. Impasse is whenever the parties have stopped talking to each other at the negotiating table or after many bargaining sessions have been held, the position of the parties has solidified and the parties have become intransigent pertaining to unresolved negotiation issues.
3. If impasse is declared by either party, it is with the understanding that impasse proceedings are declared on all the issues where tentative agreement has not been reached by either party.
4. The parties shall jointly prepare a request for a Mediator and direct such request to the Federal Mediation and Conciliation Service (FMCS). The assigned Mediator shall have the authority to call meetings for the purpose of promoting an Agreement between the parties.
5. The Mediator has no authority to recommend or to bind either party to any agreements.
6. This dispute resolution procedure is mutually agreed to by the parties under O.R.C. §4117.14(C)(1)(f) and is intended to supersede the procedures contained in O.R.C. §4117.14.
7. Both parties agree that this procedure is the final step in the dispute resolution procedure. In the event that mediation is unsuccessful in assisting the parties in reaching an agreement, the Union has the right to proceed in accordance with O.R.C. §4117.14(D)(2)

D. Item Agreement

As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall be construed as Tentative Agreement by both parties on that item, or issue, subject to finalization by ratification by the membership of the Association and adoption by the Board.

E. Agreement Procedure

When the respective teams reach or conclude a tentative agreement, that agreement shall be reduced to writing, initialed, and dated by a representative of both negotiation teams. When the parties reach or conclude a tentative agreement on all matters before them in negotiations, it will be submitted for consideration to their respective membership. The Board shall be responsible for preparing a copy of the tentative agreement for each bargaining unit member prior to the ratification vote. Upon official adoption by both

parties, three (3) originals shall be fully signed and executed with one (1) filed with the State Employment Relations Board in accordance with Ohio law. The Board shall be responsible for preparing the ratified and signed final agreement for all current and future classified staff.

ARTICLE III – GRIEVANCE PROCEDURE

A. Definitions

1. Grievance – A claim based on an alleged violation, misapplication, or misinterpretation of a provision of this Agreement.
2. Grievant – An individual employee, group of employees or the Union having a grievance.
3. Days – “Days” shall refer to calendar days exclusive of Saturdays, Sundays, or legal holidays as defined by State and Federal statutes.

B. General Practices

1. No one shall be required to have representation at any level of this procedure. A grievant may be represented at any level of the formal grievance procedure by an Association representative of his/her own choosing.
2. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees.
3. Within the time limit in that step, any grievance not advanced to the next step by the grievant or the local Association representative shall be deemed resolved by the Administration’s last answer and shall not be advanced to the next step.
4. Any grievance not answered by the Administration within the time limit in that step shall permit the grievant to proceed to the next step of the grievance procedure.
5. Time limits may be extended by the mutual agreement of the parties.
6. An attempt will be made to schedule grievance hearings and meetings at a time which does not interfere with the work schedule of employees. If not possible, the OAPSE President and grievant may attend and shall suffer no loss in wages.
7. The Board agrees to add the OAPSE grievance form to the Agreement as proposed.

C. Grievance Procedure

1. Step One (Informal Procedure) - Within thirty (30) days of the time a grievant knew, or should have known, of the alleged grievance, the grievant may request a meeting with his/her immediate Supervisor in an attempt to resolve the problem informally.
2. Step Two (Formal Procedure) - If the grievant is not satisfied with the results of the decision at Step One, the grievant may, within five (5) days subsequent to the Step One meeting, or within twenty (20) days of the time the grievant knew or should have known of the alleged grievance, whichever period of time occurs first, submit a formal written grievance to the immediate Supervisor. The immediate Supervisor will conduct a conference within five (5) days at a mutually agreeable time and place. A written decision shall be rendered by the immediate Supervisor within ten (10) days after the conference, and said written decision shall be given to the grievant.
3. Step Three - Within five (5) days after receiving the decision of the immediate Supervisor and assuming no satisfaction with the decision, a written notice to continue to process must be submitted to the Superintendent. If requested, the Superintendent shall meet with the grievant within five (5) days after the grievance has been received by the Superintendent. A written decision shall be rendered by the Superintendent within ten (10) days after the conference and said written decision shall be given to the grievant.
4. Step Four - If the grievant is dissatisfied with the decision rendered by the Superintendent at Step Three, the grievant may, within five (5) days subsequent to the receipt of the Superintendent's written decision, appeal the decision to the Board of Education. This written request should be directed to the Treasurer of the Board, with a copy to the Superintendent. The Board shall meet with the grievant within thirty (30) days subsequent to the receipt of the grievant's written request for such a meeting. This time limit may be extended based on the Board's scheduling of its meetings. A written decision shall be rendered by the Board within fifteen (15) days after the meeting. The Board's decision shall be binding on the grievant.
5. Step Five
 - a. If the grievant is not satisfied with the disposition at Step Four, he/she may request that the issue be submitted to arbitration within ten (10) days after receipt of the Board's written disposition of the grievance. The arbitrator shall be selected by mutually requesting a list of seven (7) names from the American Arbitration Association (AAA). The selection of the arbitrator and all other procedures relative to the hearing shall be in accordance with the alternate strike method. Either party has the right to request a second list. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in

writing and a copy shall be sent to all parties present at the hearing. decision within such time as may be agreed upon. The decision shall be in writing and a copy shall be sent to all parties present at the hearing.

- b. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement, nor may the arbitrator add to, detract from or modify the language herein in arriving at a determination of any issue presented. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The decision of the arbitrator shall be in accordance with the law and shall be binding on the Board, the grievant, and the Union.
- c. The cost for the arbitration shall be shared equally by the Board and the Association.

ARTICLE IV – LEAVES OF ABSENCE

A. Sick Leave

- 1. Sick leave credit shall accumulate at the rate of one and one quarter (1 1/4) days per month to a maximum of fifteen (15) days per year.
- 2. Accumulation of unused sick leave shall be two hundred thirty-six (236) days.
- 3. Employees may use sick leave in half-day increments. Sick leave may be used for the following reasons:
 - a. For absence due to personal illness, pregnancy related illness, injury, exposure to a contagious disease which could be communicated to others, and for absence due to illness, injury or death in the employee's immediate family. Immediate family shall be defined as husband, wife, child, parent, sister, or brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, grandchildren, any other dependent living in the immediate household, and corresponding step-family members.
 - b. Up to five (5) days of sick leave may be used in the event of the death of a member of the immediate family.
- 4. Each current classified employee shall be granted an advance of ten (10) days of sick leave by the Board, after exhausting his/her accumulated sick leave to be charged against the sick leave the employee eventually accumulates.

5. All absences of personnel shall be reported to the Central Office by the building Principal through the school Secretary. The Central office shall report the employee's absence, both sick leave and deductible, to the Treasurer. Each employee shall be notified annually of the amount of sick leave which has accumulated to his/her credit.
6. Pay will be deducted for each absence due to illness at the expiration of the employee's accumulated sick leave.
7. The employee will be required to provide a statement from a physician verifying the employee's need to utilize sick leave if the employee utilizes more than four (4) consecutive days of sick leave. A physician's statement is not required in the event of a death of an immediate family member as defined in Article IV, section A(3)(a).
8. Falsification of statement for sick leave is grounds for discipline including suspension or termination of employment pursuant to O.R.C. §§3319.081 and 3319.16.
9. In the case of extended absence, the employee shall notify the supervisor on a weekly basis regarding the employee's probable date of return to duties.

B. Maternity Leave

1. The Board shall grant a leave of absence for maternity, without pay, for any regular employee upon written request for such leave, and upon proper certification of pregnancy by the employee's physician. Such leave of absence shall not exceed one (1) full school year and may be renewed at the discretion of the Board.
2. An employee who desires maternity leave shall, when possible, notify the Superintendent at least thirty (30) days in advance of the intended commencement of said leave. This notification shall be in writing and shall indicate the actual date for commencement and termination of the leave.
3. Employees returning from maternity leave shall be assigned to the same or similar position which was held at the time the leave was granted.
4. Employees who receive a child through adoption shall be granted leave of absence in accordance with this provision.
5. A pregnant employee shall be entitled to use sick leave for the period of pregnancy and recovery.
6. Employees taking leave under this provision shall be permitted to continue any or all fringe benefits by making total monthly payments to the Treasurer under deadlines set by the Treasurer.

C. Jury Duty Leave

1. Classified employees who have been summoned to serve on jury duty, or who have been subpoenaed to serve as a witness in a court of law of the State of Ohio or in an administrative hearing, in which the employee is not a party, shall be eligible for leave for the number of days or partial days required to perform the service.
2. Any classified employee called for jury duty or subpoenaed as a witness shall notify his/her principal or supervisor and the Superintendent at the earliest possible time. Such notice should indicate the court of assignment and probable duration of the duty.
3. The Board shall compensate the employee for the difference between the jury duty or witness fee reimbursement and the employee's per diem rate of pay upon receipt from the employee, the employee's check for jury duty endorsed to the District. Payment to the employee for mileage and meals shall not count as witness fees or jury duty fees and shall not be deducted from the employee's per diem rate of pay.
4. Jury leave or appearance in Court will not be charged to the employee in any form.

D. Personal Leave

1. Each bargaining unit member is entitled to a maximum of three (3) days of noncumulative unrestricted personal leave per school year without loss of pay. Written notice of personal leave must be filed with the Superintendent at least three (3) days in advance of the day required, except in the event of an emergency.
2. Unused personal leave shall be converted to sick leave at the end of the year.

Unrestricted days of personal leave may be taken for any reason other than gainful employment or seeking employment.
3. Personal leave days are limited to two employees per classification on any one day based on a first come, first served basis.

E. Professional Leave

The Superintendent may authorize an employee to be absent from the job without loss of pay to attend a meeting or workshop that would be of value to the employee and the District. Such leave must be approved in advance by the Superintendent and must directly benefit the employee and the District in his/her category of employment.

F. Assault Leave

1. Any employee of the Board physically assaulted while in the course of employment and disabled from such assault, as verified by their physician, shall remain on the payroll as a regular employee and shall receive all benefits as if on sick leave as hereinafter provided for a period not to exceed thirty (30) days. In case of serious injury, if a doctor certifies that an employee may need more leave time, the Superintendent may extend such time in unusual circumstances.
2. To be eligible for assault leave, the employee shall: (1) apply for Worker's Compensation benefits; (2) make a written statement concerning the assault on forms provided by the Board; and provide a statement from a licensed physician stating the nature and duration of the disability and the necessity of absence from regular duties.
3. If Workers' Compensation benefits are paid, the Board shall pay to each employee the difference between the benefits received and the employee's regular salary.
4. There shall be no deduction from any leaves of the employee while on assault leave.

G. Military Leave

1. In accordance with O.R.C. §3319.085, a military leave of absence without pay shall be granted to any regular contract employee who shall be inducted, called to active duty, or who enlists for military duty with any branch of the armed forces of the United States.
2. Any employee whose service in the Conotton Valley Local Schools has been interrupted by extended active duty service in the armed forces shall be reemployed in accordance with the provisions of O.R.C. §3319.085 and shall be given up to four (4) years credit in the salary schedule for such service.
3. Military leave shall be granted pursuant to O.R.C. §5923.05.

H. Workers' Compensation Leave

1. After exhaustion of sick leave, if an employee is not eligible to participate in the Board's transitional work program due to a catastrophic and/or incapacitating workers' compensation injury, the Board shall continue to pay the Board's share of employee benefits as were in place prior to the injury for a period of sixty (60) days.
2. The Board shall have the right to have an independent medical examination at Board expense to verify the extent of incapacity and consult with a transitional

work representative regarding the employee's eligibility for a transitional work program.

ARTICLE V – COMPENSATION

A. Wage Provisions

1. Regularly employed non-teaching employees shall be paid in accordance with the schedules set forth in Appendices A, B, C, and D of this Agreement. All employees shall be paid on an hourly rate for their hours of work. The regular hourly rate of each employee shall be increased in accordance with the attached schedules. The regular hourly rate for each employee shall increase three percent (3%) effective the second pay of August, 2015, for 12-month employees, and the first pay of September, 2015, for all other employees; three percent (3%) effective the second pay of August 2016, for 12-month employees, and the first pay of September, 2016, for all other employees; three percent (3%) effective the second pay of August 2017, for 12-month employees, and the first pay of September, 2017, for all other employees; zero percent (0%) effective the second pay of August 2018, for 12-month employees, and the first pay of September, 2018, for all other employees;
2. Members of the bargaining unit will be compensated over the course of the year in twenty-six (26) equal biweekly pays. Direct deposit of pay shall be mandatory for all employees. When school is in session, deposit notices shall be given to the bargaining unit members no later than noon of the pay date. When school is not in session, deposit notices shall be mailed no later than Wednesday preceding the pay date.
3. Bargaining unit members will be notified before altering pay. This notification will be provided verbally or in writing to the Association President.

B. Severance Pay

1. Upon actual retirement with the appropriate public employee retirement system, an employee shall receive severance pay for twenty-five (25%) of his/her accumulated but unused sick leave up to a maximum of fifty-nine (59) days for the life of the contract. The employee must notify the Board in writing of his/her intention to retire.
2. After the employee demonstrates proof of retirement, the employee shall receive his/her severance payment in one (1) lump sum, to be paid on the first pay in January following the retirement.
3. There shall be a one-time opportunity for a retirement incentive for any employee that is eligible for retirement under SERS guidelines and under the following conditions:

- The employee must submit an irrevocable notice of retirement to the Superintendent no later than September 30, 2015, the retirement must be effective the last day of December 2015.
- Full time employees shall receive a one-time payment of five thousand dollars (\$5,000.00) and one year of continued health care insurance (January 1, 2016 through December 31, 2016), if the employee is currently participating in the insurance program. The employee must pay their contribution of the insurance, based on the current negotiated amount, no later than the 5th day of each calendar month. If the employee fails to pay their required contribution, the insurance coverage shall stop.
- Part time employees shall receive a one-time payment of two thousand five hundred dollars (\$2,500.00) and one year of continued health care insurance (January 1, 2016 through December 1, 2016), if the employee is currently participating in the insurance program. The employee must pay their contribution of the insurance, based on the current negotiated amount, no later than the 5th day of each calendar month. If the employee fails to pay their required contribution, the insurance coverage shall stop.
- If an eligible employee chooses to not take the one year of continued health care insurance, the employee shall receive, in a payment, one-half of the board paid cost portion of the health care insurance.
- Any and all retirement incentives shall be paid no later than the second pay in January 2016.

C. Dues Deduction

1. The Board agrees to deduct Union dues for every employee who authorizes the Board to do so in writing, and to remit the dues to the State Union Treasurer monthly together with a list showing the names of the employees and the amount deducted.
2. Dues deductions shall be made during the months worked.
3. Enrollment for dues deduction shall be made upon submission of a signed authorization form to the Treasurer. Dues deduction authorization may be revoked by an employee during a 10-day period ending August 31. Dues deduction authorization not revoked during the 10-day period shall continue for a successive period of one (1) year. Written notice of revocation shall be served upon the Treasurer of the Board and the State Union Treasurer. Withdrawal requests must be postmarked and received by the State Association Treasurer between August 22 - 31 to be considered timely. If a withdrawal is received by the State Association's Treasurer and deemed untimely, dues shall continue. Dues deductions may not be revoked at any other time or in any other manner.

4. The Union shall indemnify and hold the Board harmless for any and all claims arising out of or by reason of any action taken by the Board for the purpose of complying with the payroll deduction plan where the Board has complied with the dues deduction procedure.

D. Working in a Higher Classification

When a regular employee is substituting for an absent employee who has a higher paying position, the substituting employee will be paid the wages on the salary schedule for the higher position for the duration of each absence. Time worked will be documented on the employee's time sheet and verified by the appropriate supervisor.

E. Overtime

1. The standard workweek shall be forty (40) hours per week.
2. All hours actually worked in excess of forty (40) hours per workweek shall be at one and one-half (1-1/2) times the regular hourly rate in accordance with state and federal laws.
3. All overtime or extra time, shall be offered to the bargaining unit employees, within the classification, on a rotating seniority basis. In the event no classification employee is available, it may be offered to bargaining unit members, in other classifications on a rotating system seniority basis, or if no one available, to an outside substitute.
4. In lieu of overtime pay or extra pay, an employee may elect to take Compensation time as long as a replacement worker or substitute is not required to cover for the employee. Compensation time shall be calculated at time and one-half for overtime hours or straight time for extra pay.

F. PEOPLE Deduction

The employer agrees to deduct from the wages of any employee who is a member of the Union, a PEOPLE deduction as provided for in a 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 employer and the State Union Treasurer. However, once the employee has agreed to the deduction, the employee cannot revoke the authorization for six (6) months. The employer agrees to remit any deductions made pursuant to this provision promptly to the State Union Treasurer, together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

G. Calamity Day

If school is closed owing to an epidemic or other public calamity, employees who were scheduled to work shall be paid for time lost when the school is closed. The Superintendent may require employees to report to work on a calamity day. Employees required to work, or arriving prior to the call off or prior to a delay, shall be paid for actual time worked in addition to their calamity day pay or contracted hours whichever is applicable. If the calamity day is later made up by the Board of Education, the employee will not receive pay for the day made up. Exception: should a make-up day be scheduled on a holiday, any employee who is required to work shall be compensated at time and one half time of their regular wage.

H. Fair Share Fee

1. On the effective date of this Agreement or sixty (60) days following the beginning of employment, whichever is later, employees in the bargaining unit who are not members of the Union shall pay to the Union a fair share fee. This fee will not include monies spent on political or ideological matters. Such fair share fees shall not exceed dues paid by members of the Union who are in the bargaining unit.
2. Fair share fees shall be deducted from the payroll checks of the employees in the same manner as regular membership dues are deducted and forwarded by the Employer to the Union in the same manner except that written authorization for deduction of fair share fees is not required. Payments by employees holding religious conscientious objections will be governed by O.R.C. §4117.09(c).
3. It shall be the responsibility of the Union to prescribe an internal rebate procedure of monies spent on political or ideological matters opposed by the fair share fee payor, which are not related to the purposes of enforcing or negotiating the agreement or processing grievances. The Union certifies to the Board that an internal rebated procedure shall be established in accordance with Section 4117.09(c) of the Revised Code and that a procedure for challenging the amount of the representation fee shall be established and posted for the information of members of the bargaining unit and that such procedure and posting shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio. The Union warrants that its rebate procedures will satisfy case law, federal, state, and local statutes, and meet constitutional requirements.
4. The Union agrees to indemnify and hold the Board harmless against any judgments, costs, expenses, or other liability the Board might incur as a result of the implementation and enforcement of this fair share fee section.

I. Summer Work

Custodians contracted to work less than twelve months per year shall be given the first opportunity to work in the summer, before work is offered to the remainder of the

bargaining unit. Work shall be offered on a seniority basis. Remaining positions available shall be offered to the remaining members of the bargaining unit based on system seniority. If no current employees are available, the Board may hire outside the bargaining unit.

J. School Calendar

- a. Calamity days beyond those allowed by law will be made up by extending the end of the school year. The union shall have input into the school calendar.
- b. By May 1st of each school year, the Board of Education will determine the calendar for the coming school year. At that time, the Board will determine the total number of work days for employees for the coming school year. The Board of Education will communicate this determination to the Union President.

ARTICLE VI – LAYOFF

- A. When it becomes necessary to reduce the number of employees in a job classification due to abolishment of positions, lack of funds, lack of work, return to duty of employees after leaves of absence, suspension of schools, territorial changes affecting the District, the following procedure shall govern the layoff. The number of employees affected by a reduction in force will be kept to a minimum by not employing replacements, insofar as practical, of employees who resign, retire, or otherwise vacate a position.
- B. Whenever it becomes necessary to lay off employees by reasons stated above, affected employees shall be laid off according to system seniority applied within the affected department in the following way. The least senior employee, within the job classification identified, may choose to bump an employee with less system seniority in the next lower classification within the department. This process will continue until the least senior employee within the department is identified and the movements from classification to classification within the department have been completed. This least senior employee shall be laid off first. If at any stage the identified employee chooses not to bump into the next lower department classification, that employee shall be laid off. System seniority shall be defined as the uninterrupted length of continuous service with the Board. Authorized leaves of absence do not constitute an interruption in continuous service. In the case of identical seniority, a flip of a coin shall determine which employee will be laid off first. There shall be no bumping between departments. (Based upon Memorandum of Understanding dated August 2002.)
- C. The following departments/classification shall be used for the purpose of defining seniority in the event of layoff. The numbered positions denote the department and the lettered positions denote the classifications:

1. Food Service Department
 - a. Head Cook
 - b. Assistant Cook
2. Transportation Department
 - a. Bus Driver
 - b. Mechanic
3. Aide Department
 - a. Classroom Aides
 - b. Bus Aide
4. Secretaries Department
 - a. Special Services Secretary
 - b. High School Secretary, Elementary Secretary, other secretaries
5. Custodial Department
 - a. Maintenance
 - b. Custodial

- D. The Board shall determine in which classifications the layoff should occur and the number of employees to be laid off. In the classifications of layoff, employees who possess limited contracts shall be laid off before any employee in that classification employed under a continuing contract is laid off.
- E. Prior to the effective date of layoffs, the Board shall prepare and post for inspection in a conspicuous place a list containing the names, seniority dates and classification, and indicate which employees are to be laid off. Each employee to be laid off shall be given advance written notice of the layoff.
- F. For the classifications in which the layoffs occur, the Board shall prepare a reinstatement list and shall place employees on the reinstatement list in reverse order of layoff. Reinstatement shall be made from this list before any new employees are hired in that classification.
- G. Vacancies which occur in the classification of layoff shall be offered to, or declined in writing, by the employees standing highest on the layoff list before the next person on the list may be considered. Any employee who declines reinstatement or does not respond in five (5) days to a notice of recall shall be removed from the reinstatement name list.
- H. The employee's name shall remain on the reinstatement name list for a period of two (2) years from the effective date of layoff. If reinstated from layoff during this period, such

employee shall retain all previously accumulated seniority and a notice of reinstatement shall be made by regular mail. Each employee shall be responsible for notifying the Board of any address changes once they are placed on the reinstatement list.

ARTICLE VII – INSURANCE

A. Medical and Dental Insurance

1. Medical

- a. The Board shall pay all but the following premium cost for hospitalization and major medical insurance for each employee who works thirty (30) hours or more per week, except for bus drivers. Bus drivers who work both morning and evening routes shall be considered full-time.

YEAR	PREMIUM	
2015-2019	Single	\$10/month
	Family	\$20/month

- b. The Board shall pay fifty percent (50%) of the premium cost for hospitalization and major medical for those employees who work twenty-five (25) or more hours per week but less than thirty (30) hours per week.
- c. The Board shall not pay any of the cost for hospitalization and major medical insurance for those employees who work under twenty-five (25) hours per week.

2. Dental

- a. The Board shall pay one hundred percent (100%) of the premium cost for dental insurance coverage for those employees who work thirty (30) hours or more per week, except for bus drivers. Bus drivers who work both morning and evening routes shall be considered full-time.
- b. The Board shall pay up to a maximum of fifty percent (50%) of the premium cost for dental insurance coverage for those employees who work twenty-five (25) or more hours per week but less than thirty (30) hours per week.
- c. The Board shall not pay any of the cost for those employees who work under twenty-five (25) hours per week.

B. Change of Carriers

The Board reserves the right to change carriers or policies, so long as the coverage remains the same or greater than the current coverage. Should changes be made in carriers, the Board will provide comprehensive information on new carrier benefits.

C. Cost Containment Measures

1. Weekend Admissions

a. Unless adequate documentation from the employee's physician is provided supporting the need for immediate hospital admission beginning on Friday or Saturday, hospital room and board charges for one (1) or both of those weekend days will not be covered.

b. Pre-Admission Testing

No benefit will be paid for the first day of hospital confinement if the only services being performed are for pre-surgical testing unless required by the patient's doctor. Payments for hospital pre-admission tests administered on an out-patient basis will be made under the hospital benefit plans performed during the patient's confinement if:

- (1) The diagnostic laboratory tests or x-rays are related to the sickness or injury for which confinement is necessary; and,
- (2) The tests are administered in the hospital in which the person becomes confined; and,
- (3) The tests are performed within seventy-two (72) hours immediately preceding the period of hospital confinement unless required by the patient's doctor.

D. Preventative Care

1. The following tests are covered at 100% with no deductible, limit, or cost sharing to the member:
 - a. Routine Pap Test (one per benefit period).
 - b. Routine Mammogram (one test per benefit period).
 - c. Routine PSA, Cholesterol, Colorectal Cancer Screenings and Endoscopic procedures (including colonoscopies).
 - d. Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel, Urinalysis (one each per benefit period).
2. One Annual Routine Physical Exam - 100%.

3. Well Child Care services to age nine: the following visits are covered at 100% with no deductible, limit, or cost-sharing to the member:
 - a. Well Child Exam - 100%.
 - b. Well Child Immunization (up to 12 months) - 100%.
 - c. Well Child Labs - 100%.

E. Life Insurance

The Board shall provide each employee with a term life insurance policy in the amount of Twelve Thousand Dollars (\$12,000.00). This policy shall provide for double coverage for accidental death or dismemberment. Employees shall be offered the opportunity to purchase additional life insurance up to Twelve Thousand Dollars (\$12,000) at the rate established by the insurance company.

F. Cash Options in Lieu of Benefits

1. Any full-time employee eligible for health insurance paid for by the Board of Education and who elects not to enroll and/or participate in the health insurance benefits package listed above will be paid a cash bonus equal to 50% of the total annual board-paid premium if the employee disenrolls from either the single or family plan, whichever plan is applicable. The cash bonus will be paid in equal installments in December and June.

Any employee working less than 30 hours per week but not less than 25 hours per week may choose to waive coverage and receive a cash bonus equal to 25% of the total annual board-paid premium if the employee disenrolls from either the single or family plan, whichever plan is applicable.

For those choosing to waive coverage, proof of other health insurance coverage must be provided along with the waiver notification. The cash bonus will be paid in equal installments in December and June.

2. Each employee electing the cash bonus plan must declare his/her intent not to participate in the insurance plans listed above and remain off the plans for one (1) twelve (12) month period between July 1 and June 30.
3. If an employee elects the cash bonus plan one (1) year, he/she may rejoin the group insurance coverage effective September 1 of the following year with a thirty (30) day advance written notice.
4. Emergency Clause – Any employee electing the bonus plan may forfeit the bonus and be placed on the insurance plan if his/her health insurance coverage status changes during the year. To rejoin the program an employee must notify the Board of Education fifteen (15) days prior to the first day of the month in which employee wants coverage effective. Except as otherwise established by Federal law, the Board shall not be responsible for claims on pre-existing conditions for the employee or dependents for the first twelve (12) months following resumption

of insurance coverage. A pre-existing condition shall be defined in accordance with the standards and policies of the current insurance carrier.

5. The Board reserves the right to cancel the cash option provision if, in the Board's discretion, the plan no longer results in a savings to the Board. The Board's decision shall be final and not subject to the grievance procedure.

G. Section 125 Plan

The Board shall provide to bargaining unit members Flexible Spending Accounts (FSA's) or a Section 125 Plan according to Federal Law. The FSA's will have a third party administrator selected by the Board. Costs incurred by the third party administration of the plan will be deducted from any balance left in FSA's at year-end. If there is no such balance, the Board shall pay the remaining costs of administration.

Bargaining unit members are permitted to participate in the Section 125 Plan on a voluntary basis. The FSA's shall allow participants to specify certain amounts of monies to be deducted from their standard gross compensation on a per pay pre-tax basis, and such monies may be designated towards health insurance premiums, a health care account and a dependent care account, if permitted by law.

*This program may only be implemented if mutually determined to be cost effective for the Board and the employees.

ARTICLE VIII – VACATIONS

- A. After service of one (1) full year with the Board, each full time regular employee is entitled to vacation with full pay in accordance with the following schedule:
 1. One (1) year or more, but less than ten (10) years of service with the Board: Two (2) weeks of vacation per year.
 2. Ten (10) years or more, but less than twenty (20) years of service with the Board: Three (3) weeks of vacation per year.
 3. Twenty (20) years or more of service with the Board: Four (4) weeks of vacation per year.
- B. In order for an employee to qualify as full time, he/she must be in service not less than eleven (11) months in each calendar year.
- C. All vacation dates are to be approved in advance by the Superintendent. Effort shall be made to approve vacation time on school days that are convenient for both the employee and the school.

ARTICLE IX – HOLIDAYS

- A. Regular employees employed on a nine (9) or ten (10) month basis are entitled to the following holidays with pay:
1. New Year's Day
 2. Martin Luther King Day
 3. Memorial Day
 4. Labor Day
 5. Thanksgiving Day
 6. Day After Thanksgiving
 7. Christmas Eve
 8. Christmas Day
 9. President's Day
 10. Good Friday
 11. New Year's Eve
- B. Regular employees employed on an eleven (11) or twelve (12) month basis are entitled to a paid holiday on Independence Day (July 4) in addition to the holidays enumerated in Section A above.

ARTICLE X – FIELD TRIP AND BUS PROCEDURES

- A. Establishing Bus Routes
1. All bus routes will be established by the Board. The time fixed for bus routes shall be based upon the actual daily length of drive time worked. Routes shall be established as if all assigned students are on the bus. When the time has been properly established for a route, said driver shall not have their pay hours reduced for the remainder of the school year. At all times, drivers will be paid for actual time worked or a minimum of two (2) hours per a.m. and two (2) hours per p.m. run, whichever is greater.
 2. Friday prior to the start of each year, routes shall be posted in a designated area and bus drivers will be notified. The bus routes shall include the bus number, the roads to be traveled, the approximate number of students, length in miles and the time allocated for that route. It should also include approximate leave time from bus storage and return to storage for each leg of a run. A meeting shall be held to designate routes and to discuss safety, etc. This meeting shall be paid for actual time at the driver's regular hourly rate.
 3. Route times shall be established by bus drivers driving all the roads and stopping at all the assigned student homes.
 4. A bus route that consists of both a morning and an afternoon run, is classified as full time, the minimum time assigned for a bus route shall be four (4) hours

driving time; two hours a.m./two hours p.m. Each bus route, extracurricular field trip, and/or school-related activity shall have thirty (30) minutes per day for fueling, cleaning, care of the bus, pre-inspection, warm-up and post-trip inspection.

5. Any extra runs over and above the regular routes will be bid according to the rotating seniority system. Any newly established extra routes shall also be bid (i.e., including but not limited to pre-school, latchkey, etc.)
6. Drivers required to establish and/or re-establish routing times and/or paperwork, shall be paid actual time worked at their regular hourly rate of pay in the first paycheck after completion.

B. Extracurricular School District Activities/Field Trips

1. When Board owned vehicles are used for a school district activity, a regular CDL licensed bus driver must be used. Board owned vehicles will be used to transport students to all school sponsored extracurricular district activities and/or field trips.
2. Drivers shall be reimbursed for any event for which they are transporting students that requires an entrance and/or participation fee.
3. Drivers will be assigned at least four (4) extracurricular/field trips per month, in addition to their regular routes if trips are available. The Transportation Supervisor shall post and maintain an extracurricular/field trip roster, which shall bear the names of all drivers. This roster shall be posted in a designated area and will start on August 1st of each year. Extracurricular/field trips shall be granted on a seniority rotation basis. The employee with the most seniority shall appear at the top of the list and the least senior employee shall appear at the bottom of the list. Trips will be awarded starting at the top of the list with the senior driver picking their choice of trip for the posting period. The list will continue with the next driver in line for the next choice until all trips have been awarded. Should a driver decline a trip, he/she shall be rotated to the bottom of the list and will not be eligible for another trip until his/her name reaches the top of the seniority rotation list. Trips not bid on by any drivers will be awarded to substitutes. Extracurricular field trip lists shall be maintained year round.
 - a. A questionnaire will be sent out to drivers for the months of June and July and are expected to be returned to the Transportation Supervisor for those drivers wishing to take any summer trips. If your name is not on the summer call list, you will not be called for any summer trips.
 - b. Drivers wishing to take trips requiring that a substitute be provided for their a.m. or p.m. run shall be docked. The intent of this article is that drivers could have the option of having a substitute drive their a.m. or p.m. run.

- c. Except in the event of an emergency, substitute drivers shall not be called for extracurricular field trips until all regular drivers have declined or are unavailable. As used in this section, “emergency” means when the scheduled driver reports off six (6) hours or less before the scheduled run or when a bus breaks down while on a trip. In such cases, the Transportation Supervisor may assign any driver available.
 - d. If a driver is assigned to an extra trip and the trip is cancelled and/or rescheduled, without notifying said driver prior to the trips leave time, the driver will be paid a two (2) hour call out time. The only time that call out pay is paid is when a special trip is being made to the school. In any event, when a trip is cancelled or rescheduled, the driver’s name shall go back to the top of the list for the first choice on the next trip. Driver’s name will also remain in its prior position(s) of rotation. If there is more than one bus assigned for the same trip and all buses are not needed, the most senior driver shall retain the trip with the least senior absorbing the cancellation.
4. Overnight extracurricular field trips will be compensated by paying drivers their regular hourly wages for actual driving time and sit time for the remaining twenty four (24) hours, other than sleep time. No driver shall be paid for sleep time. Drivers shall be reimbursed for meals, parking, etc. after receipt(s) are turned in. Lodging for the driver shall be secured when reservations are made for the event. The driver shall not be expected to lodge with any students.
 5. The rate for extra trips shall be the driver’s regular hourly rate for driving time and a minimum wage for sitting time. Drivers shall receive the greater of \$40.00 or his/her combined sitting and driving time. Time when the driver is not on duty or sleeping shall not be compensated.

C. Additional Time Paid

1. Day-to-day bus cleaning: Bus drivers will be paid two (2) hours of time, at their regular driving rate, to wash their buses periodically throughout the school year. This work will only be compensated when the bus driver has been granted prior approval by the Transportation Supervisor to perform such work. Additionally, in accordance with the job description for bus drivers, routine cleaning and hosing the bus down at the driver’s discretion does not constitute “washing” the bus and will not be compensated additionally. (From Memorandum of Understanding dated December 4, 2001.)
2. Year-end bus cleaning: Before being turned in at the end of the year, all buses shall have been cleaned by the driver, in accordance with the mandates of the law (swept, trash dumped, visibility in windows, lights and bus number visible). Additional cleaning of the bus shall be compensated at the driver’s normal rate of pay for the time worked.

D. Bus Storage

The point of storage for each bus shall be determined by the Board, except that no driver shall be required to store the bus at his/her residence without his/her consent. The Board shall have the right to store all buses on school property at its option.

E. CDL License Fee Reimbursement

Upon successful licensing, the Board shall reimburse contracted bus drivers for the CDL portion of the school bus driver's license, the CDL portion to renew a school bus driver's license, BCI testing, physical, drug testing, mandatory recertification class, and any state-mandated training. The Board shall not reimburse bus drivers for unsuccessful testing or licensing attempts, or for training, testing or more frequent licensing required because of the driver's driving record. Drivers who are unsuccessful in the testing required for a CDL license shall be granted an unpaid leave of absence (without benefits) for up to thirty (30) days to give them an opportunity to obtain the CDL and be continued in their current employment.

ARTICLE XI – CONTRACTS

- A. All employees new to the District shall receive a one (1) year contract. The contract shall cover one (1) full contracted year from the first day of work as a bargaining unit member, a year shall be one full calendar year from the first day of work as a bargaining unit member. The first year of service shall be considered a probationary period, with the Board retaining the right to terminate the employee's service at any time during the period by Board resolution and notice to the employee. The employee shall not have the right to resort to the grievance procedure or any other legal avenues to challenge his or her termination during the probationary period. All newly hired employees shall start at the first step of the pay scale except new hires who have substituted for the Conotton Valley School system, within that classification. That employee may start no higher than level three (3) on the pay scale. However, seniority shall be according to seniority provisions.
- B. At the end of the initial year of employment, the classified employee, if she or he is retained, shall receive another one-year contract, a year shall be one full calendar year. The second one-year contract shall be considered a probationary period, with the Board retaining the right to terminate the employee's service at any time during the period by Board resolution and notice to the employee. The employee shall not have the right to resort to the grievance procedure or any other legal avenues to challenge his or her termination during the probationary period.
- C. At the end of the second year of employment, the classified employee, if she or he is retained, shall receive a third one-year contract, a year shall be one full calendar year. The third one-year contract shall be a limited contract. That contract may not be terminated during its term except for those reasons set forth in O.R.C. §3319.081, with such termination subject to the grievance procedure. If the third one-year contract is to be recommended for non-renewal, the employee will be provided reasons, in writing, for

the Superintendent's recommendation. The employee will have the right to meet with the Superintendent in advance of the Superintendent's submission of the nonrenewal recommendation to the Board and shall have the right of representation in the meeting with the Superintendent.

- D. All classified employees who are re-employed after completion of the third one-year contract shall receive a continuing contract.
- E. The procedure described in this Article shall supersede the procedures set forth in O.R.C. §§3319.081-3319.083.

ARTICLE XII – EMPLOYEE EVALUATION

A. Evaluation Procedures

It is in the Administration's goal that employees are to be evaluated at least a minimum of once every year. At the option of the Administration, employees may be evaluated more often.

B. Instructions

1. Three (3) copies of the Evaluation Form in Appendix C will be made. Copies go to the Central Office, Employee and Evaluator.
2. The evaluator will discuss the evaluation with the employee before the evaluation is completed.
3. The employee will sign the evaluation to acknowledge receipt and a conference.
4. The employee has the right to attach a written rebuttal to the completed evaluation.

ARTICLE XIII – CAFETERIA EMPLOYEES

In the event a cafeteria employee is unable to work on a particular day, the supervisor may perform the absent employee's duties, assign a substitute, assign a regular cafeteria employee, or not have the absent employee's duties performed while he/she is absent. The supervisor will not perform the absent employee's duties for more than five (5) consecutive workdays. In the event of the use of a building where a kitchen is used, a regular applicable employee must be on duty and shall be compensated at his/her hourly rate for all hours worked. If the work requires additional hours or extra time Article V(E) shall be used for filling the position.

ARTICLE XIV – CUSTODIANS

In the event a custodian is unable to work on a particular day, the supervisor may perform the absent employee's duties, assign a substitute, assign a regular custodian, or not have the absent employee's duties performed while he/she is absent. The supervisor will not perform the absent employee's duties for more than five (5) consecutive workdays. In the event of the rental of a building where a gymnasium is used, a regular custodial employee must be on duty and compensated at his/her hourly rate for all hours worked.

ARTICLE XV – MANAGEMENT RIGHTS

- A. Except as specifically abridged, delegated, granted or modified by a specific and express term of this Agreement, the Board hereby retains and reserves to itself, the Superintendent or designee, all powers, rights authority duties and responsibilities conferred upon and vested in it or them by the laws and the Constitution of the State of Ohio and of the United States, including but not limited to the right to:
1. Determine matters of inherent managerial policy which include but are not limited to areas of discretion or policy such as the functions, programs, and services of the Board, standards of services, its overall budget, utilization of technology, and organizational structure.
 2. Direct, supervise, evaluate, or hire employees.
 3. Maintain and improve the efficiency and effectiveness of school operations.
 4. Determine the work hours of employees and the overall methods, process, means, and personnel by which school operations are to be conducted.
 5. Suspend, discipline, demote, or terminate employees.
 6. Lay off, nonrenew, transfer, assign schedule, promote, or retain employees.
 7. Determine the adequacy of the work force.
 8. Determine the overall mission of the school district as an education unit.
 9. Effectively manage the work force.
 10. Adopt policies not inconsistent with the specific written terms of the Agreement.
 11. Issue, implement and modify work rules.
 12. Take actions to carry out the mission of the school district.

13. The Superintendent's right to direct, assign, supervise, evaluate, schedule, and transfer employees, and to direct, assign and schedule pupils and their instruction.
- B. The exercise of any of the foregoing management rights requires neither prior negotiation with, nor agreement of, the Union.
 - C. The Board rights set forth above shall not be subject to arbitration or impairment by arbitration award or otherwise except to the extent that they are limited by specific provisions of this Agreement. Failure to exercise a right or exercising it in a particular way shall not be deemed a waiver of any Board right.

ARTICLE XVI – SALARY REDUCTION PICKUP

SERS Salary Reduction Pickup

1. The Treasurer of the Board shall contribute to the School Employees Retirement System (SERS), in addition to the Board's required employer contribution, an amount equal to each employee's contribution in lieu of payment to such employee. The amount contributed by the Board on behalf of the employee shall be treated as a mandatory wage reduction from the wage otherwise payable to such classified employee.
2. The total annual wage for each employee shall be the wage otherwise payable under their contracts. The total hourly wage shall be payable by the Board in two (2) parts: (1) deferred wage; and (2) cash wage. An employee's deferred wage shall be equal to that percentage of said employee's total annual wage which is required by SERS to be paid as an employee contribution otherwise payable by the employee. An employee's cash wage shall be equal to said employee's total annual wage less the amount of the "pickup" for said employee and shall be payable, subject to applicable payroll deductions, to said employee.
3. The Board's total combined expenditures for employees' total annual wages otherwise payable under their contracts (including "pickup" amounts) and its employer contributions to SERS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.
4. The "pickup" shall be included in the employee's total annual wage for the purpose of determining salary adjustments to be made due to absence, or for any other similar purposes.
5. The "pickup" shall be a uniform percent of all certified employees, and it shall apply to all payroll payments made after the effective date of this provision and shall not be at the individual employee's option.
6. This provision shall apply to all payroll payments.

7. The current taxation or deferred taxation of the “pickup” is determined solely by the Internal Revenue Service (IRS), and compliance with this section does not guarantee that the tax on the “pickup” will be deferred. If the IRS or other governmental entity declares the “pickup” not to be tax deferred, this section shall be null and void.

ARTICLE XVII – HIRING, VACANCIES, AND PROMOTIONS

- A. All hiring of classified employees for the District shall be by the Board upon the recommendation of the Superintendent. Every attempt will be made to hire the most qualified individuals available and to assign each individual in terms of his/her abilities and experience. The Superintendent shall determine whether a vacancy exists and whether to fill the vacancy.
- B. All vacancies and newly created positions within the bargaining unit shall be posted for five (5) working days prior to filling the position. Said postings will be in the form of “Notices of Vacancy” and be posted on designated bulletin boards in each school building and elsewhere as determined by the Superintendent.
- C. Notices of vacancy will set forth the classification, qualifications, conditions of employment, rate of pay and procedure for making application for the new or vacant position.
- D. Those employees who do not work during the summer months may receive “Notices of Vacancy” by mail upon written request to the Superintendent’s secretary. All employees shall be notified of newly created positions within the bargaining unit. Copies of all “Notices of Vacancy” shall be given to the Union President.
- E. Employees interest in new or vacant positions may request consideration for such positions in writing to the Superintendent within five (5) working days of the posting date. Upon receipt of the request for consideration, the Superintendent shall review the requests.

In selecting the person to fill the vacant position, the following procedure shall be used:

1. The vacant position shall be offered first to an employee within the affected classification, if the employee is deemed by the Superintendent to be qualified for the position.
2. If more than one employee within the same classification requests to be considered for the vacancy, the employee with the highest seniority in the classification will be offered the position if the employee is deemed by the Superintendent to be qualified for the position.
3. If the vacant position is not filled by an employee within the classification, the applicant’s qualifications will be used as the determining factor for

recommending him/her for the position. The most qualified candidate for the position, as determined by the Superintendent, will be offered the position.

4. If only one employee outside the classification applies for the position, and the employee is deemed by the Superintendent to be qualified for the position, the employee will be offered the position.
 5. If more than one employee applies for the position, and the employees are deemed equally and sufficiently qualified for the position by the Superintendent, the employee with the most seniority in the District will be offered the position.
 6. If no employee applies for the position, or if the Superintendent determines that the current employees are not sufficiently qualified for the position, then the District may advertise for applicants outside the District.
- F. Any current employee appointed to fill a new or vacant position shall serve a probationary period of up to thirty (30) workdays. Prior to the end of the 30th workday, the employee or the Superintendent may transfer the employee back to his/her former position. An employee who wishes to be returned to his/her former position shall submit the reason(s) to the Superintendent. The employee shall also receive reason(s) from the Superintendent if the Superintendent initiates the transfer to the employee's former position. The thirty (30) workday time limit may be extended upon mutual written agreement of the Superintendent and the employee. This time limit can also be shortened upon mutual written agreement of the Superintendent and the Union President.
- G. The classifications set forth in Article VI – Layoff shall be incorporated into this Article by reference.

ARTICLE XVIII – GENERAL WORKING CONDITIONS

A. Changes in Hours of Work

In the event the Board finds it necessary to change the hours of work, or the starting or quitting time of any employee, the employee shall be given as much advance notice as possible.

B. Mileage

Employees who use their personal vehicle for District business with prior approval or authorization shall be paid the I.R.S. mileage rate. Changes in the reimbursement rate shall be effective upon official notification to the District.

C. FBI/BCI Criminal Background Check/ParaPro Assessment Reimbursements

FBI/BCI criminal background checks will be reimbursed by the employer at the end of the school year in which the check is required, if the employee submits documentation and a receipt to the Treasurer's office prior to July 31st.

The cost of required educational aide certificates and/or ParaPro TESTING will be reimbursed to the employee at the end of the year in which they are renewed, provided the employee submits documentation and a receipt to the Treasurer's office prior to July 31st.

D. Personnel File

Nothing shall be placed in an employee's personnel file without the knowledge of the employee:

1. An employee may examine his or her personnel file in the presence of the Superintendent or his or her designee on non-work time upon reasonable advance notice and provided such examination does not unduly interfere with Board operations.
2. Employees must notify the Superintendent or his or her designee in writing of any change in name, address, home telephone number, marital status, citizenship, tax exemptions, or affiliation with any branch of the armed forces as soon as practicable after such change is made or known to the employees.
3. The employee must be present before any part of his/her personnel records is disclosed to any person except said employer or administrative staff.
4. The address, telephone number, social security number, medical information, and date of birth of an employee shall be confidential information and not disclosed.
5. Employees may have copies of their personnel file, if requested.
6. Employees may write a rebuttal to anything in the personnel file and it shall be attached to the applicable document.

ARTICLE XIX – UNION RIGHTS

A. Use of Buildings, Facilities, Equipment, and Service

1. The Union and its representatives shall have the right to use school buildings at all reasonable hours for meetings upon twenty-four (24) hours notice, so long as it does not interfere with the normal conduct of a school day or previously scheduled activities.

2. The Union shall have the right to use school facilities and equipment, when such equipment is not otherwise in use. The Union shall pay for the reasonable cost of all materials and supplies incidental to such use. Should any equipment be damaged due to negligence on the part of the Union, then the Union will pay for any necessary repairs.

B. Release Time

The Union President will be permitted release time for meetings scheduled by the Superintendent during the Union President's normal work hours which require the Union President's attendance. Release time will be paid by the Board at the employee's regular hourly rate. Paid release time, under this provision, will not be granted for hearings, or proceedings conducted by a person, tribunal, court, or other body other than the Board of Education, Superintendent or another District administrator. The Union President will be paid release time for hearings before an arbitrator if the hearing is held during the Union President's normal work hours.

C. OAPSE Business Leave

The Board agrees to permit the President of OAPSE #427 and another delegate to attend the OAPSE Annual Conference. One delegate will be granted three (3) days of professional leave for the conference. The other delegate will be granted leave without pay. The delegates are not permitted to be from the same classification as they are designated in the layoff procedure (i.e., two bus drivers or two (2) assistant cooks would not be permitted to attend the conference at the same time.)

ARTICLE XX – EMPLOYEE DISCIPLINARY CODE

- A. In a meeting between an employee and an administrator for which the employee is to receive a formal letter of reprimand that will be placed in the employee's personnel file, the employee and the administrator shall have the right to have a representative of their choosing present. The employee may attach a letter of rebuttal to the written reprimand.
- B. The Superintendent or his designee may suspend an employee for up to three (3) days without pay or recommend to the Board of Education termination for those reasons set forth in O.R.C. §3319.081. The Board of Education may suspend for more than three (3) days in accordance with O.R.C. §3319.081. Said suspension or termination shall occur after the employee has been warned on the first occurrence either verbally or in writing, unless the act is deemed by the Superintendent or by the Board to be severe enough to warrant immediate suspension or termination. Prior to suspension or termination, the Superintendent will give the reasons for suspension or termination to the unit member in writing and will afford them an opportunity to reply. Suspensions of any length and terminations are subject solely to the grievance procedure. All other forms of discipline are not subject to the grievance procedure. Except as otherwise provided, this provision supersedes the procedures set forth in O.R.C. §3319.081-3319.083.

- C. Employees shall have the opportunity to read any material which may be considered derogatory to the employee's conduct, service, character, or personality before it is dated and placed in their personnel file. The employee shall acknowledge that he/she has read the material by affixing their signature to the copy to be filed and a copy shall be given to the employee. Their signature shall not indicate agreement with the content of the material but indicates only that the material has been inspected by the employee. He/she shall also have an opportunity to reply to such derogatory material in a written statement to be attached to the file copy. Employees shall be informed of any complaint by a parent and/or student which is directed toward that employee and which may become a matter of record. Such complaints should be in writing. Derogatory material or complaints against the employee found unwarranted shall be removed from their file. Letters of reprimand or suspension shall be expunged from an employee's file following a twenty-four (24) month period of time. Anonymous letters or materials shall not be placed in an employee's file nor shall they be made a matter of record. Any electronic records of proceedings must be mutually agreed upon by the Board and Union.

ARTICLE XXI – SUBSTITUTE CALLER COMPENSATION

Secretaries designated to call for substitutes for an absent employee, other than during normal working hours, shall receive an additional forty dollars (\$40.00) per month, plus any long distance telephone fees involved. This shall be paid in the first paycheck of the month for the preceding month. Each employee will be informed of the name of his/her supervisor.

ARTICLE XXII – DURATION AND INTENT OF AGREEMENT

A. Successor Clause

The Union will be notified at least thirty (30) days before the effective date of any merger, consolidation or reorganization of the Conotton Valley Union Local School District with another school district. This provision does not apply to internal reorganizations when not in conjunction with the reorganization of another school district.

B. No Strike/No Lockout

1. The Union and employees covered by this Agreement agree that they will not engage in, initiate, authorize, sanction, ratify, support or participate in any strike, slowdown, stay-in or other curtailment or restriction of the educational process or the Board's operations, including the honoring of any picket line while on Board time or strike activity by other employees or by non-employees of the Board during the term of this Agreement.
2. The Board will not lock out employees during the term of this Agreement.

C. Entire Agreement

This Agreement constitutes the entire Agreement between the parties and it supersedes all prior and contemporaneous understandings, verbal or written, not specifically incorporate herein.

D. Waiver Clause

The parties acknowledge that during the negotiations which resulted in this Agreement, each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union, for the life of this Agreement, each voluntarily and without qualification waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, event though such subject may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

E. Contrary to Law

If any provisions of this Agreement shall be found contrary to law by a Court of competent jurisdiction, then the provision shall be deemed invalid, except to the extent permitted by law. Any provision found contrary to law will be amended at the time and to the extent permitted by law. All other provisions shall continue in full force and effect.

F. Duration

This Agreement shall be in effect from July 1, 2015, through June 30, 2019.

ARTICLE XXIII – SIGNATURES

IN WITNESS WHEREOF, the parties hereto have set their hands this 19th day of Aug. 2015, at Sherrodsville, Ohio.

FOR THE BOARD:

Philip C. Harding
President

Angie L. Jean
Superintendent

Debra Y. DiDorato
Treasurer

Deborah S. Carothers
Board Member

FOR THE UNION:

Patricia Moore
President

Vice-President

Bonnie Beard
Negotiating Team Member

Marlette Folsom
Negotiating Team Member

CONOTTON VALLEY UNION LOCAL SCHOOL DISTRICT
 CLASSIFIED SALARY SCHEDULE
 2015-16

YEARS EXP	HEAD COOK	PART- TIME COOK	BUS DRIVER	BUS AIDE	CLASSROOM AIDE	CUSTODIAN	SECRETARY
0	9.86	8.08	14.98	8.28	9.31	8.48	8.80
1	10.39	8.48	15.27	8.48	9.51	8.90	8.97
2	10.72	8.90	15.57	8.64	9.67	9.27	9.15
3	11.46	9.66	15.86	8.86	9.89	9.66	9.34
4	12.01	10.06	16.17	8.99	10.02	10.06	9.87
5	12.57	10.90	16.50	9.21	10.24	10.49	10.49
6	13.06	11.37	16.82	9.36	10.39	10.90	10.90
7	13.60	11.47	17.16	9.57	10.60	11.30	11.30
8	14.11	11.77	17.49	9.72	10.75	11.71	11.71
9	14.66	12.10	17.82	9.93	10.96	12.11	12.11
10	15.17	12.38	18.29	10.08	11.11	12.49	12.91
15	15.39	12.61	18.42	10.32	11.35	12.72	13.13
18	15.48	12.69	18.52	10.41	11.44	12.83	13.21
22	15.60	12.79	18.60	10.53	11.56	12.94	13.31
25	15.91	13.09	18.90	10.82	11.85	13.24	13.62

APPENDIX B

CONOTTON VALLEY UNION LOCAL SCHOOL DISTRICT
 CLASSIFIED SALARY SCHEDULE
 2016-17

YEARS EXP	HEAD COOK	PART-TIME COOK	BUS DRIVER	BUS AIDE	CLASSROOM AIDE	CUSTODIAN	SECRETARY
0	10.16	8.32	15.43	8.53	9.59	8.73	9.06
1	10.70	8.73	15.73	8.73	9.80	9.17	9.24
2	11.04	9.17	16.04	8.90	9.96	9.55	9.42
3	11.80	9.95	16.34	9.13	10.19	9.95	9.62
4	12.37	10.36	16.66	9.26	10.32	10.36	10.17
5	12.95	11.23	17.00	9.49	10.55	10.80	10.80
6	13.45	11.71	17.32	9.64	10.70	11.23	11.23
7	14.01	11.81	17.67	9.86	10.92	11.64	11.64
8	14.53	12.12	18.01	10.01	11.07	12.06	12.06
9	15.10	12.46	18.35	10.23	11.29	12.47	12.47
10	15.63	12.75	18.84	10.38	11.44	12.86	13.30
15	15.85	12.99	18.97	10.63	11.69	13.10	13.52
18	15.94	13.07	19.08	10.72	11.78	13.21	13.61
22	16.07	13.17	19.16	10.85	11.91	13.33	13.71
25	16.39	13.48	19.47	11.14	12.21	13.64	14.03

APPENDIX C

CONOTTON VALLEY UNION LOCAL SCHOOL DISTRICT
 CLASSIFIED SALARY SCHEDULE
 2017-18

YEARS EXP	HEAD COOK	PART- TIME COOK	BUS DRIVER	BUS AIDE	CLASSROOM AIDE	CUSTODIAN	SECRETARY
0	10.46	8.57	15.89	8.79	9.88	8.99	9.33
1	11.02	8.99	16.20	8.99	10.09	9.45	9.52
2	11.37	9.45	16.52	9.17	10.26	9.84	9.70
3	12.15	10.25	16.83	9.40	10.50	10.25	9.91
4	12.74	10.67	17.16	9.54	10.63	10.67	10.48
5	13.34	11.57	17.51	9.77	10.87	11.12	11.12
6	13.85	12.06	17.84	9.93	11.02	11.57	11.57
7	14.43	12.16	18.20	10.16	11.25	11.99	11.99
8	14.97	12.48	18.55	10.31	11.40	12.42	12.42
9	15.55	12.83	18.90	10.54	11.63	12.84	12.84
10	16.10	13.13	19.41	10.69	11.78	13.25	13.70
15	16.33	13.38	19.54	10.95	12.04	13.49	13.93
18	16.42	13.46	19.65	11.04	12.13	13.61	14.02
22	16.55	13.57	19.73	11.18	12.27	13.73	14.12
25	16.88	13.88	20.05	11.47	12.58	14.05	14.45

APPENDIX D

CONOTTON VALLEY UNION LOCAL SCHOOL DISTRICT
 CLASSIFIED SALARY SCHEDULE
 2018-19

YEARS EXP	HEAD COOK	PART-TIME COOK	BUS DRIVER	BUS AIDE	CLASSROOM AIDE	CUSTODIAN	SECRETARY
0	10.46	8.57	15.89	8.79	9.88	8.99	9.33
1	11.02	8.99	16.20	8.99	10.09	9.45	9.52
2	11.37	9.45	16.52	9.17	10.26	9.84	9.70
3	12.15	10.25	16.83	9.40	10.50	10.25	9.91
4	12.74	10.67	17.16	9.54	10.63	10.67	10.48
5	13.34	11.57	17.51	9.77	10.87	11.12	11.12
6	13.85	12.06	17.84	9.93	11.02	11.57	11.57
7	14.43	12.16	18.20	10.16	11.25	11.99	11.99
8	14.97	12.48	18.55	10.31	11.40	12.42	12.42
9	15.55	12.83	18.90	10.54	11.63	12.84	12.84
10	16.10	13.13	19.41	10.69	11.78	13.25	13.70
15	16.33	13.38	19.54	10.95	12.04	13.49	13.93
18	16.42	13.46	19.65	11.04	12.13	13.61	14.02
22	16.55	13.57	19.73	11.18	12.27	13.73	14.12
25	16.88	13.88	20.05	11.47	12.58	14.05	14.45

**CONOTTON VALLEY UNION LOCAL SCHOOL DISTRICT
NON-TEACHING EMPLOYEE EVALUATION FORM**

Employee _____ Classification _____

Evaluator _____ Title _____

Date _____ School Year _____

4 = Exceeds Standards 3 = Meets Standards
 2 = Needs Improvement 1 = Unsatisfactory
 NA = Does Not Apply
 NO = Not Observed

<u>Rating</u>	<u>Item</u>
_____	(1) Punctuality
_____	(2) Attendance
_____	(3) Utilizes Time Productively
_____	(4) Work Habits
_____	(a) Is Industrious
_____	(b) Takes Care of Equipment and Materials
_____	(c) Is Organized
_____	(d) Practices Safety
_____	(e) Keeps Work Area Clean and Orderly
_____	(5) Knowledge
_____	(a) Is Qualified for Position
_____	(b) Understands Methods, Techniques and Procedures for Applying Skills
_____	(c) Is Up-to-Date on Changes, New Methods, Techniques, and Procedures
_____	(6) Quality of Work
_____	(7) Attitude
_____	(a) Toward Job
_____	(b) Toward Public
_____	(c) Toward Students
_____	(d) Toward Co-Workers
_____	(8) Dependability
_____	(9) Willingness to Learn
_____	(a) Accepts Suggestion
_____	(b) Accepts Criticism
_____	(10) Follows Job Description
_____	(11) Overall Rating

Evaluator Comments: (Attach additional pages if necessary)

Employee Comments: (If comments are to be made by employee, they must be submitted within five (5) days.)

Signature of Evaluator

Signature of Employee

Date

Date

(The signature of the employee does not necessarily mean agreement.
It indicates that the employee was made aware of the contents.)

LOCAL _____

LEVEL FILED: _____

DATE FILED: _____

OFFICIAL GRIEVANCE FORM

NAME OF EMPLOYEE _____ DEPARTMENT _____

CLASSIFICATION _____

WORK LOCATION _____ IMMEDIATE SUPERVISOR _____

TITLE _____

STATEMENT OF GRIEVANCE:

List applicable violation: _____

Adjustment required: _____

I authorize the O.A.P.S.E. Local _____ as my representative to act for me in the disposition of this grievance.

Date _____ Signature of Employee _____

Signature of Union Representative _____ Title _____

Date Presented to Management Representative _____

Signature _____ Title _____

Disposition of Grievance: _____

ORIGINAL TO _____

COPY _____

COPY: LOCAL UNION GRIEVANCE FILE

NOTE: ONE COPY OF THIS GRIEVANCE AND ITS DISPOSITION TO BE KEPT IN GRIEVANCE FILE OF LOCAL UNION.

AULTERNATIVE 1000/100-C (NOT HSA COMPATIBLE) EFFECTIVE 07/01/15		
MEDICAL BENEFITS PROVIDERS	NETWORK PROVIDERS	NON-NETWORK
ANNUAL PLAN MAXIMUM		UNLIMITED
ANNUAL DEDUCTIBLES	\$1,000/INDIVIDUAL* \$2,000/FAMILY*	\$2,000INDIVIDUAL** \$4,000/FAMILY**
OUT-OF-POCKET MAXIMUM** (INCLUDING DEDUCTIBLE)	\$1,000/INDIVIDUAL* \$2,000/FAMILY*	\$4,000/INDIVIDUAL \$8,000/FAMILY**
INPATIENT HOSPITAL CARE		
SEMI-PRIVATE ROOM	100%*	80% UCR**
IN- HOSPITAL (MEDICAL)	100%*	80% UCR**
SURGERY	100%*	80% UCR**
X-RAY AND RADIOACTIVE THERAPY/KIDNEY DIALYSIS	100%*	80% UCR**
RESPIRATORY THERAPY	100%*	80% UCR**
DIAGNOSTIC LAB/X-RAY	100%*	80% UCR**
IN- HOSPITAL REHABILITATION	100%*	80% UCR**
PRE-ADMISSION TESTING	100%*	80% UCR**
MATERNITY CARE	100%*	80% UCR**
SECOND SURGICAL OPINION	100%*	80% UCR**
OUTPATIENT - HOSPITAL OR PHYSICIAN'S OFFICE		
EMERGENT CARE	100%*	100% UCR*
NON-EMERGENT CARE	100%*	80% UCR**
LAB/X-RAY/DIAGNOSTIC SERVICES/SAME DAY SURGERY	100%*	80% UCR**
SPEECH/OCCUPATIONAL/RESPIRATORY/PHYSICAL THERAPY (ILLNESS/INJURY RELATED)	100%*	80% UCR**
PHYSICIAN'S OFFICE		
VISITS FOR ILLNESS	100%*	80% UCR**
VISITS FOR INJURY	100%*	100% UCR*
ALLERGY TESTING/INJECTIONS (40 TEST MAXIMUM PER CALENDAR YEAR)	100%*	80% UCR**

MENTAL HEALTH/ALCOHOL/SUBSTANCE ABUSE***		
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INPATIENT CARE	100%*	80% UCR**
OUTPATIENT CARE	100%*	80% UCR**
PSYCHOTHERAPY-OFFICE	100%*	80% UCR**

OTHER SERVICES		
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HOME HEALTH CARE (UTILIZATION MANAGEMENT APPROVAL REQUIRED -60 VISITS PER CALENDAR YEAR)	100%*	80% UCR**
HOSPICE CARE (UTILIZATION MANAGEMENT APPROVAL REQUIRED)	100%*	80% UCR**
SKILLED NURSING (UTILIZATION MANAGEMENT APPROVAL REQUIRED -50 DAYS PER ILLNESS)	100%*	80% UCR**
PRIVATE DUTY NURSING (UTILIZATION MANAGEMENT APPROVAL REQUIRED -UP TO \$5,000 PER LIFETIME)	100%*	80% UCR**
DURABLE MEDICAL	100%*	80% UCR**
AMBULANCE	100%*	100% UCR*

PRESCRIPTION DRUGS		
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PRESCRIPTION DRUGS	100%*	
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PREVENTIVE CARE*****		
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ROUTINE PHYSICAL	100%	50% UCR**
ROUTINE GYNECOLOGICAL EXAM	100%	50% UCR**
ROUTINE PAP TEST	100%	50% UCR**
ROUTINE MAMMOGRAPHY****	100%	50%** OF 130% OF THE MEDICARE REIMBURSEMENT AMOUNT
WELL CHILD CARE (INCLUDING IMMUNIZATIONS-UP TO 12 MONTHS, THEN PHYSICAL EXAM)	100%	50% UCR**

AFFILIATES		
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CHIROPRACTORS (UP TO 35 VISITS PER CALENDAR YEAR)	100%*	80% UCR**
PODIATRISTS	100%*	80% UCR**

PRE-CERTIFICATION IS REQUIRED FOR ALL NON-NETWORK ADMISSIONS. FAILURE TO COMPLY WITH PRE-CERTIFICATION REQUIREMENTS MAY RESULT IN A \$500 REDUCTION OF BENEFITS.

- * AN ANNUAL DEDUCTIBLE OF \$1,000 PER INDIVIDUAL /\$2,000 FAMILY IS APPLIED FIRST BEFORE ANY PLAN BENEFITS ARE PAID TO **NETWORK PROVIDERS**. DEDUCTIBLE AND COINSURANCE ARE SUBJECT TO AN ANNUAL MAXIMUM OF \$1,000 PER INDIVIDUAL /\$2,000 FAMILY.
- ** AN ANNUAL DEDUCTIBLE OF \$2,000 PER INDIVIDUAL/\$4,000 FAMILY IS APPLIED FIRST BEFORE ANY PLAN BENEFITS ARE PAID TO **NON-NETWORK PROVIDERS**. BENEFIT PAYMENTS FOR **NON-NETWORK PROVIDER** SERVICES ARE BASED ON USUAL, CUSTOMARY, AND REASONABLE CRITERIA. DEDUCTIBLE AND COINSURANCE ARE SUBJECT TO AN ANNUAL MAXIMUM OF \$4,000 PER INDIVIDUAL /\$8,000 FAMILY. ONCE YOU HAVE MET THIS MAXIMUM, THE PLAN BEGINS TO PAY COVERED MEDICAL EXPENSES AT 100% UCR, EXCEPT FOR PENALTIES WHICH ARE NOT INCLUDED IN THE 100% REIMBURSEMENT PROVISION.
- *** IN ACCORDANCE WITH MENTAL HEALTH PARITY AND ADDICTION EQUITY ACT OF 2008, WHICH PROHIBITS DISCRIMINATION IN THE COVERAGE FOR DIAGNOSIS, CARE, AND TREATMENT OF MENTAL ILLNESS AND/OR SUBSTANCE ABUSE.
- **** YOUR CO-PAYMENT AND/OR CO-INSURANCE PLUS OUR PAYMENT TO THE PROVIDER AND/OR FACILITY CONSTITUTES FULL PAYMENT FOR A SCREENING MAMMOGRAPHY.
- ***** PREVENTIVE CARE INCLUDES THE RECOMMENDED PREVENTIVE SERVICES REQUIRED TO BE COVERED WITHOUT COST SHARING UNDER FEDERAL LAW.

THE AGE LIMIT FOR AN ELIGIBLE DEPENDENT CHILD IS THE END OF THE MONTH WHICH THE CHILD ATTAINS AGE 26 OR AGE 28 PROVIDING THE CHILD HAS APPLIED AND MET ALL ELIGIBILITY REQUIREMENTS.

DEDUCTIBLE AND OUT-OF-POCKET MAXIMUMS ARE NON-INTEGRATED. THEREFORE DEDUCTIBLES/OUT-OF-POCKET AMOUNTS MET FOR NETWORK PROVIDERS DO NOT APPLY TO DEDUCTIBLE/OUT-OF-POCKET AMOUNTS MET FOR NON-NETWORK PROVIDERS.

Health Insurance Committee: A Health Insurance Committee shall be created consisting of two members of the Administration, two members of the CVEA, and two members of OAPSE. Board members may attend any meeting of the committee. The committee shall research and make a recommendation to the Board regarding changes to insurance, including the possibility of joining a new consortium. No recommendation by this committee will be binding on any participating party or the Board.