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Master Agreement
for
School Support Staff
between

PENTA CAREER CENTER
BOARD OF EDUCATION
and

PENTA CAREER CENTER
EDUCATION ASSOCIATION



July 1, 2020 – June 30, 2023

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INTRODUCTION

The Board of Education of the Penta Career Center, hereinafter referred to as the "Board", and the Penta Career Center Education Association, an affiliate of the Ohio Education Association and the National Education Association, hereinafter referred to as the "Association", agree as follows:

ARTICLE I: RECOGNITION

A. Bargaining Unit

The Board recognizes the Association as the sole and exclusive bargaining agent during the term of this Agreement for full time and regular part-time employees in the following job classifications: Secretaries, Head Cook, Head Cashier, Cafeteria Workers, Instructional Aides, Maintenance Workers, Preschool Instructional Technician, and Evaluation Technicians [hereinafter collectively referred to as the "Unit" or "Bargaining Unit" or "SSP" or "Employees"].

B. Exclusions

The Bargaining Unit excludes Superintendent's Secretaries and Accounting Clerks [confidential employees], all certified employees, all professional employees and all other employees at the Penta Career Center.

ARTICLE II: DEFINITIONS

- Employee: Unless otherwise indicated, each member of the bargaining unit.
- Probationary: An employee who is employed to fill a position for a trial period not to exceed one hundred eighty [180] work days.
- Substitute: An employee who is employed to fill a full- or part-time position on a per diem basis while the regular employee is absent or on approved leave. It is expressly understood and agreed that a substitute shall in no case fill a bargaining unit position for a period in excess of sixty [60] consecutive calendar days without becoming a member of the bargaining unit.
- School year employees: Employees whose employment follows the school calendar.
- Full-year employees: Employees who are employed to work on a twelve [12] month basis.
- 10-month employees: Employees whose employment follows the school calendar plus 10 work days prior to the start of the school calendar and 10 work days after the conclusion of the school calendar
- Seasonal employees: Maintenance I employee(s) whose employment is based on seasonal needs of the district.

ARTICLE III - NEGOTIATION PROCEDURES /DISPUTE RESOLUTION

A. Negotiating Teams

Each negotiating team may consist of no more than five (5) persons, one of whom may be a consultant. Four team members must be present during the entire negotiation process with one position being a rotating position. All potential team members of the rotating position must be identified two days prior to the start of negotiations.

B. Negotiation Procedures

The following procedures will govern negotiations:

1. A notice to negotiate delivered by the Association president to the Superintendent or by the Superintendent to the Association president shall initiate negotiations.

The notice to negotiate may be delivered only within the last one hundred eighty (180) calendar days of the term of this agreement.

2. Upon receipt of the notice to negotiate, a meeting will be scheduled and held within fourteen (14) calendar days, unless a later date is mutually agreed upon, for the purpose of:
 - a. Setting a date, time and location to conduct negotiations
 - b. Setting a date to exchange initial negotiations packages
 - c. Establishing and signing negotiations ground rules

C. Reporting

1. When the negotiating teams reach tentative agreement on all issues, each team will present that tentative agreement to their respective parties.
2. In the event that a tentative agreement is not reached and an impasse exists, reports may be presented to the Board and/or Association.

D. Implementation

1. When the Board of Education and the Association, by a majority of those voting, each accept the tentative agreement, it shall be deemed ratified and shall become the new agreement between the parties.
2. The Negotiating Team of the Board and/or the Association may appeal to the Board in regular or special session only in the following situations:

- a. When an impasse exists and such impasse has been previously reported to the Board.
 - b. When the Board rejects a tentative agreement.
3. Upon making such an appeal, and if requested by the Association, the Board shall meet with negotiation teams in executive session within twenty-one (21) days after the appeal is made unless both parties agree to a later date.
4. In the event that agreement is not reached with the Board per section 2 and 3 above and when an impasse exists, either the Board or the Association shall be able to request that a Fact-Finding Committee be formed. This committee will be formed within ten (10) calendar days thereafter unless both parties agree to a later date.
 - a. The Fact-Finding Committee will consist of three members who are not members of the Board or employees of the Board or members of professional educational organizations and will be chosen as follows:
 - (i) The Board will select one member.
 - (ii) The Association will select one member.
 - (iii) These two members shall select a third member who will serve as chairman.
 - b. This committee will have authority to hold hearings and confer with any parties deemed advisable in seeking to effect a recommendation to the Board and the Association.
 - c. All hearings by the committee shall be in closed session and no news releases shall be made concerning progress of the hearings.
 - d. The committee will submit its recommendations to the superintendent, president of the Association and president of the Board. This report shall be made within fifteen (15) calendar days of the appointment of a chairman unless both presidents agree to a later date. Each president will present the recommendation to his/her respective organization, who shall accept or reject the recommendation within fifteen (15) days of the date of the report by the Fact-Finding Committee. The recommendation of the Fact-Finding Committee is not binding on the Board or the Association. The ultimate decision on matters under negotiation rests with the Board. The Board is a creature of the law, bound by the law and shall not be expected to violate the law of Ohio.
5. Information cannot be released or given to news media during or between any stages of negotiations unless such information is approved in writing by both the Negotiating Team for the Association and the representative for the Board.
6. Once the Association has had a meeting with eligible employees about the Fact-Finding Committee's report, the Board or its representative shall not be deprived of the privilege of reporting offers of settlement directly to all the support staff in writing by distribution through normal school channels, if an impasse exists and a tentative agreement has not been reached following a report of the Fact-Finding Committee. The Association

shall not vote to strike over the issue(s) in the report until three work days after it delivers written notice to the Superintendent or his/her designee of intent to hold such a vote. The Board may communicate directly with employees from the time the three-day notice is received.

E. Costs

1. Any cost or expense will be paid by the party that incurs the cost or expense.
2. Costs of the Fact-Finding Committee shall be shared equally.

F. Renegotiations

1. Written changes to this Agreement may be made at any time by mutual consent and shall become effective immediately after ratification by both the Association and the Board.
2. Negotiations shall be conducted only after the first shift.

Each bargaining unit member will receive a copy of the new contract within one week of delivery of the final printed contract. Fifty additional copies of the contract will be printed with the Board receiving twenty-five and the PCCEA receiving twenty-five.

ARTICLE IV: MANAGEMENT RIGHTS

Management Obligations

Except as specifically limited by this Agreement, the Board has the final and sole authority and responsibility to set policy and make final and binding decisions without consultation or agreement with the Association on all matters affecting in any way the Penta Career Center, including its employees.

ARTICLE V: ASSOCIATION RIGHTS

A. Documents

The Board agrees to supply the Association upon reasonable request and within a reasonable time all public documents relating to financial, enrollment, budget and other data necessary to prepare proposals for negotiations. The Board agrees to make Board policies and administrative guidelines available to all bargaining unit members.

B. Use of Facilities

The Association and its representatives shall have the right to use school buildings before and after school hours for meetings, provided that special custodial services are not required. The Board may make a reasonable charge when custodial services are required. No charge shall be made for use of school rooms before 6:00 p.m. Monday through Friday.

C. Use of Equipment

The Association shall have the right to use district computers and email for regular/routine Association business. The Association shall pay for the reasonable cost of such equipment and all materials and supplies incidental to such use.

D. Official Business

Duly authorized representatives of the Association shall be permitted to transact official association business with the Board on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

E. Bulletin Boards and Use of Mail

The Board will provide and designate one bulletin Board or one section of one bulletin Board for the exclusive use of the Association in the main office, maintenance building and cafeteria locker room. The Association may use available campus mail service, school mailboxes and school e-mail for regular/routine communications.

ARTICLE VI: INDIVIDUAL RIGHTS

A. Association Activity

The Board and the Association shall not discriminate against any employee subject to this Agreement because of his/her membership or non-membership in the Association or his/her participation in Association activities.

B. Exercise of Rights Under the Agreement

The Board and the Association shall not discriminate against any employees subject to this Agreement because of the proper exercise of his/her rights contained in this Agreement.

C. Uniform Application

The provisions of this Agreement shall be uniformly applied to all members of the Bargaining unit.

D. Compliance with Federal Law

Nothing in this Agreement shall be construed to prevent the Board from meeting its mandatory obligations as imposed by federal law. However, where provisions of this Agreement exceed and are not inconsistent with federal or state law, the Agreement controls.

ARTICLE VII: DISCIPLINE & DISCHARGE

An employee may be discharged, suspended, demoted or otherwise disciplined for cause. Grounds for discharge, suspension and demotions are violations of written Board rules or regulations, incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty or other acts of misfeasance, malfeasance or nonfeasance. All disciplinary actions involving discharge, suspension or demotion shall be in writing with the reason stated. Prior to discharge, suspension or demotion, a meeting shall be conducted between a Board representative and the employee and Association representative at which time the employee shall be given notice of the proposed discipline and an opportunity to respond. Discharges, suspensions, and demotions are the only discipline matters subject to the grievance procedure. This Article supersedes, preempts and prevails over the discipline and termination provisions of 124.34 and 3319.081 of the Ohio Revised Code. Nothing in this Article limits rights granted by Ohio Revised Code Chapter 1347. An employee who has a reasonable, good faith belief that a scheduled meeting between a supervisor and the employee is for the purpose of discipline may request to have an Association representative present. If an appropriate request is made, it will be granted.

For purposes of this Article only, a demotion shall mean a disciplinary change in job classification resulting in lower wages.

ARTICLE VIII: GRIEVANCE/ARBITRATION

A. Scope

A grievance is a written complaint that there has been a violation of the terms or conditions of this Agreement. The Association may file a grievance if the alleged violation pertains to the Association. The employee may file a grievance if the grievance pertains to the employee. No member of the bargaining unit shall be disciplined or reduced in pay for participation in a grievance.

B. Construction

Nothing contained in this article will be construed so as to prevent the informal adjustment of any grievance. Unless the parties enter into a written waiver to the contrary, each applicable step of the grievance procedure must be pursued to completion before any application for arbitration may be made. In computing any time limit specified in this article, Saturdays, Sundays and holidays shall be excluded. If the Board fails to meet the time requirements for completion of any step, grievant may proceed to the next step unless grievant agrees in writing to an extension of time. All grievances not timely initiated or timely appealed shall be barred unless the Superintendent agrees in writing to an extension of time. During all steps of the grievance process, the Association representative shall have the right to be present.

C. Initiation

A grievance shall be initiated by the serving of it on the supervisor and Superintendent if an employee grievance and on the director and Superintendent if an Association grievance within thirty [30] days after the occurrence of the facts upon which the grievance is based

or within thirty [30] days after the grievant knew or through the exercise of reasonable diligence should have known of the occurrence of the facts upon which it is based. Employee grievances shall be filed at Step One. Association grievances shall be filed at Step Two. Unless the grievance is in writing and states [a] the facts upon which the grievance is based, [b] all contract sections alleged to have been violated, [c] the basis for the grievance and [d] the relief sought, the grievance shall be deemed not to be initiated.

D. Step One

The supervisor will arrange a meeting between the employee and the supervisor within ten [10] days after receipt of the grievance. The supervisor shall notify the grievant and the Association of the time and place of the meeting. The supervisor shall provide the Association and grievant with a written disposition of the grievance within five [5] days after completion of the meeting. If the grievance involves alleged action or inaction by the supervisor's superior, the supervisor shall so state and such statement shall constitute disposition.

E. Step Two

If the written disposition under Step One is unsatisfactory, the grievance may be appealed in writing to the director within ten [10] days after disposition at Step One. The director will arrange for a meeting between the Association representative, the employee[s] signing the grievance and the director within ten [10] days after receipt of the appeal. The director shall provide the Association and grievant with a written disposition of the grievance within five [5] days after completion of the meeting. If the grievance involves alleged action or inaction by the director's superior, the director shall so state and such statement shall constitute disposition.

F. Step Three

If the director's disposition under Step Two is unsatisfactory, the grievance may be appealed in writing to the Superintendent within ten [10] days after disposition at Step Two. The Superintendent or his/her designee shall arrange for and preside at a meeting between the Association representative, grievant and the Superintendent or his/her designee to take place within fifteen [15] days after the Superintendent's receipt of the grievance appeal. Upon the conclusion of the meeting, the Superintendent or his/her designee has seven [7] days to present his/her written disposition of the grievance to the Association and the grievant.

G. Arbitration

If the Association is not satisfied with the disposition at Step Three, it may within thirty [30] days thereafter submit the dispute to arbitration by sending to the American Arbitration Association [AAA] with a copy to the Superintendent, a request for a panel of nine [9] arbitrators. The parties shall mutually select one person to act as arbitrator by alternately striking names from the list of nine received from the AAA. The party to strike first shall be decided by lot. The arbitration hearing shall be held within sixty [60] days from the date of request for arbitration unless the parties agree to extend that time or the selected arbitrator requests an extension of time due to scheduling problems.

H. Arbitrator's Authority, Decision and Compensation

The Arbitrator will render his/her decision in writing within thirty [30] days after submission or within such additional time as the parties may in writing agree and the Arbitrator's decision will be final and binding on the parties. The Arbitrator's costs and fees shall be borne equally by the parties. The Arbitrator shall hear only one grievance in each case. The Arbitrator shall be bound by, and must comply with, all of the terms of this Agreement and shall make no decision contrary to law. The Arbitrator shall have no power to add to, delete from or modify in any way any of the provisions of this Agreement nor establish any new terms or provisions to this Agreement. The burden of proof is on the grievant except in disciplinary actions. It is expressly understood and agreed that no controversy between the Board and the Association with respect to contract negotiations shall be subject to the provisions of this Article.

I. Jurisdictional Questions

When a question concerning the Arbitrator's jurisdiction over the grievance is raised, the Arbitrator shall first decide the jurisdictional issues, and only after such decision may the Arbitrator take evidence on the merits of the grievance, and then only if the Arbitrator finds he/she has jurisdiction. Nothing contained herein shall prohibit the Arbitrator from taking all evidence of the jurisdictional issues and the merits of the grievance in a single hearing.

ARTICLE IX: WORK YEAR, WORK WEEK, WORK DAY

A. Work Year

The normal work year for bargaining unit members shall be:

1. School year employee - one hundred eighty [180] days, or longer, consistent with the student calendar.
2. 10-month employee – student calendar plus ten (10) days prior to the start of the student calendar and ten (10) days after the conclusion of the student calendar
3. Full-year employee – scheduled work days July 1 through June 30 each year per district calendar
4. Seasonal employee – as needed and scheduled by supervisor

B. Work Week

The normal work week is Monday through Friday.

C. Work Day

The normal work day for secretaries and maintenance shall be eight and one-half [8-1/2] hours and includes an unpaid thirty (30) minute duty free lunch. Assignments may be made in any one or more of the following shifts:

1. Secretaries:
 - a. 7:00 a.m. to 3:30 p.m.
 - b. 7:30 a.m. to 4:00 p.m.

- c. 8:00 a.m. to 4:30 p.m.
- d. 9:00 a.m. to 5:30 p.m.
- e. 12:30 p.m. to 9:00 p.m.
- f. 1:00 p.m. to 9:30 p.m.

2. Maintenance:

- a. 6:00 a.m. to 2:30 p.m.
- b. 7:00 a.m. to 3:30 p.m.
- c. 7:30 a.m. to 4:00 p.m.
- d. 8:00 a.m. to 4:30 p.m.
- e. 3:00 p.m. to 11:30 p.m.
- f. 1:30 p.m. to 10:00 p.m.

g. Maintenance workers whose scheduled hours are from 3:00 p.m. to 11:30 p.m. during the term of this agreement will receive a shift premium of fifty cents (\$.50) per hour.

3. The normal work day for school year employees: Head Cook, Head Cashier, Cafeteria Workers, Instructional Aides, Preschool School Instructional Technician and Evaluation Technicians will be scheduled by the Supervisor. The schedule will be shared at least one week in advance of the start of the school calendar.

4. If the Board, at its election, shortens the work day for a part of the Summer, employees working forty [40] hours per week will be paid during such time as if they worked forty [40] hours per week.

5. Cafeteria workers

- a. will not be required to work evening banquets and the Board will not be required to ask cafeteria workers to work evening banquets.
- b. requested to work evening banquets shall be asked according to the additional time distribution system.
- c. working evening banquets will be paid at their normal rate of pay unless the work results in over forty (40) hours in a seven day period in which case the worker will be paid at 1 1/2 times the normal rate of pay for all hours worked over forty (40) hours.
- d. requested to work evening banquets will be guaranteed at least a three (3) hour shift and will be entitled to a free meal if sufficient food is left over after the banquet.
- e. work day includes a thirty [30] minute unpaid lunch time during which the employee has no work duties.
- f. the following procedures shall be followed for any additional hours on a day-to-day basis: the work shall be offered to the Head Cook, Head Cashier and Cafeteria Workers using the additional time distribution system in each classification.

6. Work Hour Reduction: In the event of a reduction in the work hours in a job classification, bargaining unit members in said job classification with the greatest seniority may use same to maintain his/her normal work schedule by displacing bargaining unit members with less seniority on the work schedule. Nothing in this Article limits the Board's right to reduce hours on a given day if the Employer is requiring compensatory time off.

D. Changes in Work Year, Work Week, Work Day

Working hours cannot be decreased with less than twenty-four [24] hours' notice.

E. Overtime

Overtime will be paid when an employee works more than forty (40) hours in a calendar work week.

Maintenance Workers:

1. For overtime requiring general skills, overtime work will be offered to maintenance workers on a rotation basis. The rotation shall work as follows:
 - a. The most senior maintenance worker whose work schedule will not conflict with the overtime hours will be offered the overtime.
 - b. If that person declines or is unable to be contacted, any maintenance worker may be assigned to perform the work.
 - c. The next time there is overtime, the work will be offered to the person on the list whose name follows the name of the last person who was initially contacted.
2. For overtime work requiring specific skills, overtime work will be offered to maintenance workers with those skills on a rotation basis. The rotation shall work as follows:
 - a. The most senior maintenance worker whose work schedule will not conflict with the overtime hours will be offered the overtime.
 - b. The next time there is overtime, the work will be offered to the person on the list with the required skills whose name follows the name of the last person who was initially contacted.

F. Break Time

Employees working six [6] hours or more will be provided two [2] ten-minute break periods. Employees working more than four [4] hours but less than six [6] hours will be provided one [1] ten-minute break period. Employees working more than eight [8] hours will be provided an additional ten-minute break period for every two such hours worked.

G. Extra Duty

Employees who are assigned to work more than forty [40] hours in any seven (7) day period will be paid one and one-half (1-1/2) times the regular rate of pay for those hours above forty (40). No employee is permitted to work more than forty (40) hours in any seven (7) day period unless expressly and specifically authorized in advance by the Board.

All work performed on holidays shall be paid at two (2) times the regular rate of pay.

H. Call Back Pay

All maintenance workers who have left Penta after their regular work shift and who are called back to work the same day shall be guaranteed a minimum of three (3) hours work at one and one half times their regular rate of pay.

I. Substitutes

The Board may provide substitutes by the absence of a regular bargaining unit member; however, substitutes shall not be placed to perform the work of an absent bargaining unit member until other bargaining unit members regularly assigned to the task have been offered the work. A substitute shall only perform the work in a position that remains after regular bargaining unit members have been shifted to perform the work of an absent bargaining unit member. A regular bargaining unit member assigned to perform the work of an absent bargaining unit member will be paid the regular rate for that job classification. However, a bargaining unit member's pay rate shall not be reduced as a result of such assignment.

J. School Closure

1. For the first five regularly scheduled work days when school is closed due to weather or other emergency circumstances, the following shall apply:
 - a. Maintenance staff shall report to work when scheduled and will receive two (2) times their regular rate of pay. Secretaries will report to work as scheduled unless notified not to report to work. Evaluation technicians, preschool instructional technician, instructional aides, head cook, head cashier and cafeteria workers shall report to work only when required by the Board to do so. Evaluation technicians, preschool instructional technician, instructional aides, head cook, head cashier and cafeteria workers must be available by phone at a number designated at the beginning of the school year, until 9:30 a.m.
 - b. The Board may require any such employee to report to work without regard to seniority. Employees required to report to work who do report for work shall be paid one and one half (1-1/2) times their regular rate of pay and shall be guaranteed a

- minimum of three (3) hours of work or their regular hours of work, whichever is less.
- c. Employees required to report to work who do not report to work on time but who report to work within two hours of their regularly scheduled starting time will not lose pay (at their regular rate of pay) but will be paid at one and one-half (1-1/2) times their regular rate of pay only for the hours actually worked.
 - d. Employees required to report to work who do not report on time and who do not report within two hours of their regularly scheduled starting time will be paid only for the hours actually worked at one and one-half (1-1/2) times their regular rate of pay.
 - e. Employees not required to report to work shall be paid at the regular rate of pay. Employees required to report to work who do not report to work will not be paid for the day. Employees the Board attempts to reach but cannot reach before 9:30 a.m. will not be paid for the day.
2. The Board may shorten the work day for any employee without prior notice but, in that event, the employee shall receive his/her regular rate of pay for the balance of the normal work day for that employee.
- a. After the first five regularly scheduled work days when school is closed due weather or other emergency circumstances, the following shall apply:
 - 1. 12-month employees are required to report to work. Those who report to work will be paid at the regular rate of pay. Those who do not report to work will not be paid for the day.
 - 2. All other employees will report to work when required to do so. Employees required to report to work who do report to work will be paid at the regular rate of pay. Those who do not report to work or are not required to report to work will not be paid for the day.
 - b. After the first five regularly scheduled work days when school is closed due to weather or other emergency circumstances, maintenance workers are required to report, maintenance workers will receive two (2) times their regular rate of pay.
3. For purposes of calculating consecutive days for substitutes, a school closure shall be counted as a consecutive day only if the substitute does not violate this Article and works the work days both immediately preceding and immediately following the calamity day.
4. After the first five school closures, if an employee is unable to report to work due to a Level III weather emergency which exists in Wood County and/or in the employee's county of residence as declared by that county's sheriff, 12-month employees will be paid for one Level III weather related calamity day.

ARTICLE X: WORKING CONDITIONS

A. Health and Safety

Work rules regarding health and safety shall be established by the Board and communicated to SSP members. Work rules shall include the following:

1. Employees shall use safety equipment if required by these rules, federal or state law or if recommended by the manufacturer.
2. Employees shall report immediately to their supervisor equipment malfunctions.

The Board and Association agree that:

1. No employee shall be required to work in any room where friable asbestos has been identified pursuant to inspection conducted according to federal requirements. Maintenance staff employed before July 1, 2013, shall be tested annually at the Board's expense.
2. If an equipment malfunction renders equipment likely to cause bodily injury, the employee shall not be required to work with the equipment until the malfunction is repaired, except when the employee is responsible to make the repair.
3. The Employer will provide maintenance personnel two job-related training days per year. When new equipment is purchased and/or if additional training is required on existing equipment, training will be scheduled for employees required to use equipment prior to use of such equipment.
4. Training for maintenance personnel will be scheduled and planned by the Superintendent and/or his designee, the Supervisor of Operations with a representative(s) from the maintenance staff.
5. Supplies needed for safety will be provided to each department.
6. With the exception of maintenance staff (and employees working in the freezer), no bargaining unit member shall be required either to work out-of-doors for more than five [5] minutes at a time when the temperature is below fifteen degrees Fahrenheit [15 F.] or to work in a room for more than five [5] minutes when the temperature of that room is less than fifty degrees Fahrenheit [50 F.] or greater than one hundred degrees Fahrenheit [100 F.].

7. The members of the bargaining unit shall have access to restrooms and a staff lounge.
8. The Board will enforce the student discipline code.

B. Supervision

Each bargaining unit member shall have a designated primary supervisor though the work assignments may not be limited to one supervisor. The designated primary supervisor shall determine work priorities if all work cannot be timely completed.

C. Professional Development

1. When an employee is asked by the Board and/or its designee to obtain a license or certification to improve their job qualifications, said employee can choose to attain approved training for such license or certification during regular working hours. For the approved training not available during the regular workday, the regular hourly rate will be paid for hours spent in training.
2. Ten (10) hours of professional development will be available outside of the regular work day:
 - a. Must be related to current assigned duties
 - b. Must have prior approval of supervisor

D. Work Uniforms

1. Maintenance and cafeteria workers will be provided uniforms to wear to work at no cost to the employee.
2. Maintenance workers will be provided an outdoor work coat as needed.
3. Any bargaining unit member whose position requires safety shoes, as determined by the superintendent or designee, will be provided options from a pre-determined list.

E. On Call Duty

Any time a maintenance worker is scheduled to be on call, the employee will be paid four (4) hours of their regular rate of pay for each duty day on call.

On call duty time starts after an employee's regular shift.

F. Background Checks

If employees choose to use the Board's Webcheck system for required background checks, it will be at no charge to the employee. A copy of all information reported on background checks and/or from the Department of Education will be available for the bargaining unit member review.

ARTICLE XI: VACANCIES, TRANSFERS, AND PROMOTIONS

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

1. All vacancies shall be emailed to all staff members via Penta Career Center email system.
2. All vacancies shall be posted on the Penta Career Center website for five (5) days.

B. Each posting shall contain the following information:

1. Job title (Classification)
2. Location of work
3. Starting date
4. Rate of pay
5. Minimum requirements

C. Interested bargaining unit members may apply in writing to the Superintendent, or designee, within the five (5) day posting period.

D. **Filling Positions**

The Board is not obligated to fill vacancies with bargaining unit members. The Board may transfer, assign, or promote any bargaining unit member to fill a vacancy after the posting period is completed. The Board may temporarily fill a vacancy during the posting period and for up to twenty [20] work days thereafter. If the Board intends to fill the vacancy from the applicants applying for the vacancy and two [2] or more applicants are equally qualified, the applicant with seniority shall be selected. Within thirty [30] work days after the expiration of the posting period, the Employer shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be so notified in writing with a copy provided to the Association.

E. **Trial Period**

In the event of promoting in or transfer from one classification to another, the bargaining unit member shall be given a thirty [30] workday trial in which to show his/her ability to perform on the new job. The Employer shall give the promoted or transferred bargaining unit member reasonable assistance to enable him/her to perform up to the Employer's standards on the new job. If the bargaining unit member is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected bargaining unit member, the bargaining unit member shall be returned to his/her previous assignment.

F. **Miscellaneous**

1. Bargaining unit members shall not be placed on a lower salary step due to transfers.
2. Any bargaining unit member who is temporarily assigned for one full day or more the duties of another job classification will be paid the regular rate for that job

classification. A bargaining unit member's pay rate shall not be reduced as the result of any temporary change in job classification.

ARTICLE XII: SENIORITY

A. Definition

Seniority shall be defined as the length of service within the District as a member of the bargaining unit. Accumulation of seniority shall begin from the bargaining unit member's first working day. A paid holiday shall be counted as the first working day in applicable situations. In the event that more than one individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by drawing lots.

B. Probationary Employees

Probationary bargaining unit members shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work.

C. Posting of List

The Employer shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared and posted conspicuously in all buildings of the District within thirty [30] workdays after the effective date of this Agreement with revisions and updates prepared and posted semi-annually thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the Association.

D. Incapacitation

Any bargaining unit member who has been incapacitated at his/her regular work by injury, illness or compensable occupational disease while employed by the Employer may at the Employee's option be employed in another position in the bargaining unit for which a vacancy exists and for which the bargaining unit member is qualified, without regard to any seniority provision in this Agreement.

E. Seniority Rights

All bargaining unit members shall receive seniority rights as provided in this Agreement. Seniority shall be lost by a bargaining unit member upon termination, resignation, retirement or transfer to a non-bargaining unit position.

ARTICLE XIII: REDUCTION IN PERSONNEL, LAYOFF, AND RECALL

A. Lay-Off/Reduction Priorities

If the Board determines that it is advisable to lay-off employees or reduce hours or abolish positions for [a] lack of work, [b] changes in assignment and responsibilities, [c] for financial reasons or [d] for other reasons not related to the evaluation or performance of personnel, the affected employee shall be laid off or reduced in hours.

B. Layoff

No bargaining unit member shall be laid off unless said bargaining unit members shall have been notified of said layoff at least twenty (20) days prior to the effective date of the layoff. The Employer shall first lay off probationary bargaining unit members, in the affected job classification, then other bargaining unit members in the affected job classification in inverse order of seniority. In no case shall a new employee be employed by the Employer while there are laid off bargaining unit members who are qualified for a vacant or newly created position. Bargaining unit members whose positions have been eliminated due to reduction in work force or who have been affected by a layoff/elimination of position shall have the right to assume a position, regardless of classification, for which they are qualified, which is held by a less senior bargaining unit member.

C. Rights While on Layoff

A laid off bargaining unit member shall, upon application and at his/her option, be granted priority status on the substitute list for positions for which they are qualified according to his/her seniority. Laid off bargaining unit members may continue their health, dental and life insurance benefits by paying in advance on the first of every month the regular monthly per subscriber group rate premium for such benefits to the Employer after the first thirty [30] days of such layoff. During the first thirty [30] day after layoff, all fringe benefits will be continued by the Employer.

D. Recall

Laid off bargaining unit members shall be recalled in order of seniority, with the most senior being recalled first, to any position for which they are qualified. Any bargaining unit member who is not on probation and who has served more than thirty [30] working days in a classification shall be deemed qualified for any position in that classification. Notices of recall shall be sent by certified mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work. It shall be the bargaining unit member's responsibility to keep the Employer notified as to his/her current mailing address. A recalled bargaining unit member shall be given five [5] calendar days from receipt of notice, excluding Saturday, Sunday and holidays, to report to work. The Employer may fill the position on a temporary basis until the recalled bargaining unit member can report for work providing the bargaining unit member reports within the five [5] day period. Bargaining unit members recalled to work for which they are qualified are obligated to take said work. A bargaining unit member who declines recall to work for which he/she is qualified and which provides the same number of hours of work shall be removed from the recall list. Bargaining unit members on layoff shall accrue seniority during the period of such layoff. Persons shall remain on the recall list for a period of one

year from the effective date of the layoff after which time such persons will have no right to employment or re-employment.

E. Board Rights

The Board has the right to transfer, assign and promote employees from one position or classification to another without reduction in hourly rate. The Board has the same right to non-renew employment contracts of employees on layoff as other employees not on layoff.

ARTICLE XIV: VACATIONS

A. Eligibility

Bargaining unit members who are employed on twelve [12] month full-time contracts or twelve [12] month part-time contracts shall receive paid vacation time. A twelve [12] month part-time contract for purposes of this Article is one for twelve months working less than full-time but a minimum average of six [6] hours each work day. Said vacation time may be used by eligible bargaining unit members at times approved in advance by the Board. Vacations should be taken in June, July, August or extended times when school is otherwise not in session, when possible. If more than one bargaining unit member requests the same vacation date[s] and work scheduling demands reasonably prohibit all requesting bargaining unit members from being absent at the requested times, the affected bargaining unit member having the greatest seniority shall be granted his/her preferred vacation date[s].

B. Amounts

1. Employees, who are 12 month full-time and 12 month part-time support staff, will be eligible for paid vacation days at the following rates:

Upon completion of one year of service	10 days per year (accrue .83 days per month)
Upon completion of five years of service	12 days per year (accrue 1.00 days per month)
Upon completion of 10 years of service	15 days per year (accrue 1.25 days per month)
Upon completion of 15 years of service	18 days per year (accrue 1.50 days per month)
Upon completion of 20 years of service	20 days per year (accrue 1.67 days per month)

2. Vacation leave may not be taken until accrued.
3. Day means the usual number of hours worked in a day for which the support staff employee is paid.

4. Vacation days earned and accumulated will be posted on the pay stub at least once each month.

C. Prior Service Credit

Only a 12-month full-time support staff employee hired by the Board before July 1, 1993, may combine prior service with the state or any of its political subdivisions with service at Penta to determine the number of days paid vacation to which they are entitled.

D. Accumulation

The maximum vacation accumulation at any one time will not exceed two times the number of vacation days to which an employee is entitled according to Section B of this Article.

E. Termination

Upon termination, a bargaining unit member shall be paid for all unused vacation time based upon his/her then current rate of pay. Vacation time shall be computed as of each bargaining unit member's anniversary date.

ARTICLE XV: HOLIDAYS

A. Days

If school is not scheduled to be in session, all bargaining unit members shall have the following days off with pay provided that each employee accrued earnings on his/her next preceding and his/her next following work day before and after such holiday or was properly excused from attendance at work on either or both of those days.

1. Labor Day
2. Thanksgiving
3. Friday after Thanksgiving
4. Christmas Eve
5. Christmas Day
6. New Year's Eve
7. New Year's Day
8. Martin Luther King Jr.'s Birthday
9. President's Day
10. Good Friday
11. Memorial Day

In addition, support staff employees on annual contracts will have Independence Day off with pay.

In the event a holiday falls on a Saturday or Sunday, the Board shall designate either the preceding Friday or the subsequent Monday as the day to be taken as a paid holiday, providing that there is no school in session on that day.

B. Compensation

Pay shall be for the regularly scheduled hours of each bargaining unit member at the regular rate of pay.

ARTICLE XVI: JOB DESCRIPTIONS

It shall be the obligation of the Board to develop job descriptions describing the content and duties of each bargaining unit classification and to furnish copies to the Association. In event there is a change in an existing job description, the Association and employee involved shall be notified of the change in writing. Any complaints regarding the reasonableness of the change shall be subject to resolution through the grievance procedure. The foregoing language shall not be construed, or applied in a manner that would limit, restrict, or affect the Board's right to eliminate job descriptions in a manner consistent with other provisions of the Agreement. The Board will post bargaining unit job descriptions electronically. The PCCEA President will be notified each time a job description is updated.

ARTICLE XVII: INSURANCE

Coverage

1. Eligible employees may elect to receive medical, dental, life and/or vision insurance upon the terms and conditions of this article; such benefits shall not be reduced during the term of this agreement.

For purposes of this article:

PPO means Preferred Provider Organization

CDHP means Consumer Driven Health Plan

HSA means Health Savings Account

2. Employees shall receive the following benefits:
 - a. Employees working an average of six (6) hours per day or more: single or family medical, dental and/or vision insurance and life insurance benefits upon the terms and conditions of this article.
 - b. Employees working an average of less than six (6) hours but an average of four (4) hours or more per day: single medical, dental and/or vision insurance and life insurance benefits upon the terms and conditions of this article. The term "average" as used in this sub-section and sub-section (a) above means the greater of the average hours actually worked during the preceding school year or hours assigned at the beginning of the school year pursuant to Article X(C).
3. Medical, dental and vision insurance are provided for the employee, the spouse, and children per federal and state law.
 - a. Any new employee whose scheduled first day of work is on or after July 1, 2013

and who elects medical insurance will have coverage through the CDHP.

- b. PPO Coverage – will be the Benchmark PPO Plan for the Wood County Schools Health Insurance Consortium
- c. CDHP Coverage – will be the Benchmark CDHP Plan for the Wood County Schools Health Insurance Consortium (deductible per IRS regulations to retain embedded deductible and HSA compatibility).
- d. Any eligible employee may elect not to receive coverage provided by this article. If the election is made to waive insurance coverage, the employee will:
 - 1. be entitled to a cash supplement equal twenty-five percent (25%) of CDHP premiums that the Board otherwise would be obligated to pay on behalf of the employee pursuant to this article.
 - 2. receive a payment of the cash supplement twice a year in the second pay of January and July. I
 - 3. if eligible, receive coverage provided by this article by providing forty-five (45) days advance written notice to the Treasurer of the Board canceling the election. If the coverage would otherwise lapse beyond the control of the employee, the notice requirement shall be reduced to fifteen (15) days.
- 4. The Board shall pay:
 - a. CDHP – 90% of the premium payments for the CDHP and dental coverage for the employees on the CDHP
 - b. PPO – 85% of premium payments for the PPO and dental coverage for employees on the PPO
- 5. Coverage begins on the first day of service and terminates on the last day of service which is determined for this purpose to be:
 - a. last day of the month of the last day of service
 - b. date of receipt of first retirement check if a retirement-resignation

Spouses both working for the Board may elect, in writing, coverage either under the same family plan or under separate single only plans. Once the election is made, it may be changed only during open enrollment or within thirty (30) days after a qualifying event. If such spouses do not make or maintain the same election, they shall be covered under separate single only plans.
- 6. The Board may institute and pay for a private review and educational program similar to "Preview" or "Cost Care" programs.
- 7. See Appendix A for CDHP Benchmark Plan Summary of Benefits
See Appendix B for PPO Benchmark Plan Summary of Benefits
See Appendix C for Dental Summary of Benefits

8. Each employee with the CDHP will establish an HSA at a financial institution or account manager designated by the Board. The Board will contribute 25% of the deductible to the employee's HSA in January of each year.
9. Employee contributions via payroll deduction to the HSA may only be modified the first pay after January 1, April 1, July 1 and/or October 1 of each year.
10. Each eligible employee is eligible for a life insurance policy in the amount of \$50,000 with 90% of the premium paid by the Board. Coverage is effective on the first day of service and will terminate:
 - a. The last day of the month of the last day of service.
 - b. Date of receipt of first retirement check if a retirement-resignation
11. Vision Insurance will be provided to eligible employees according to the following criteria:
 - a. The Board will provide single coverage vision insurance to eligible members of the bargaining unit upon proper application. The Board will pay for single coverage up to a maximum of 90% of premiums not to exceed \$7.00 per month.
 - b. Eligible employees may also purchase family coverage vision at their sole cost and expense.
 - c. Coverage is effective on the first day of service and will terminate:
 1. The last day of the month of the last day of service
 2. Date of receipt of first retirement check if a retirement-resignation
 - d. See Appendix D for Vision Summary of Benefits
12. A committee composed of representatives of the Association and the Board will meet to research and recommend ways to reduce and/or control health care costs. The committee will be composed of three PCCEA representatives appointed by the Association and three administrators appointed by the Board. All costs of the committee will be borne by the Board if approved, in advance, by the Superintendent. The committee may submit findings and recommendations of the committee for ratification in accordance with Article IV(F) of this Agreement.
13. If any law is enacted after the effective date of this Agreement requiring the Board to pay to the government or a government agency money to support health care services, either party may re-open the Agreement to negotiate amendments to this Article under the procedures of Article IV.
14. The Board may, but is not required to, offer any alternative health plan or level of benefits to eligible employees. No eligible employee is required to accept such offer.
15. Section 125 Plan

The employer shall provide to eligible employees a plan for the payment of selected benefits pursuant to Section 125 of the Internal Revenue Code. The

benefits available in the plan shall include payment for health insurance premiums by payroll deduction (Part A); a flexible spending account (Part B) that allows employees to set aside, via payroll deduction, the lesser of two thousand five hundred dollars (\$2,500) per year to pay allowable expenditures pursuant to Section 125 of the Internal Revenue Code; and a dependent care account (Part C) that allows employees to set aside, via payroll deduction, an amount to pay for qualifying dependent care. Once an election pay into the plan is made, the election shall not be withdrawn during the plan year.

Any employee who leaves the employment of the Board during the plan year must pay any balance owed by the plan in Part B. The Board may withhold pay to insure that payment obligations to the plan are satisfied. All amounts paid into the plan by any employee and not used during the plan year are forfeited to the Board. No payment from the plan will be made without sufficient funds available to make the payments. The Board will not fund the plan to pay claims against the plan.

For employees electing the HSA, tax benefits are derived through employee contributions to the HSA account and therefore are not eligible to participate in the flexible spending portion of the Section 125 plan per IRS regulations except to cover some dental and vision expenses. All employees are eligible for pre-tax premium deductions and dependent care deductions through the Section 125 plan.

16. Any changes made to Article X(E) of the Master Agreement between the Board of Education of the Penta Career Center and the Penta Career Center Education Association for Certified Staff (full-time and part-time regular secondary teachers, staff counselors, and the school nurse, during the life of this contract), will be changed likewise in this Article XVIII of the Master Agreement for Support Personnel between the Penta Career Center and the Penta Career Center Education Association.

ARTICLE XVIII: LEAVES

A. Sick Leave

1. Accumulation

All employees shall earn sick leave credit at the rate of 1 1/4 days for each full month of employment. School year employees and ten [10] month employees shall accumulate sick leave only for the months of September through June. Unused sick leave shall be cumulative up to two hundred eighty-five (285) days.

For calculation purposes a day is defined as the average number of hours the employee is currently assigned to work. (e.g. an employee working four [4] hours per day would accumulate 1 and 1/4, 4 hour sick days per month.

2. Credit

The previously accumulated sick leave of an employee who has been separated from the public service within the past ten years shall be placed to his/her credit on his/her employment up to one hundred eighty [180] days. The employee must

obtain verification of accumulated sick leave from the fiscal office of the agency from which it is to be transferred.

3. **Advance**

Each employee who has exhausted his/her accumulated sick leave shall be entitled to an advancement of eleven (11) days of sick leave to be charged against sick leave he/she subsequently accumulates. If a negative sick leave balance exists upon termination due to advancement of sick leave, employee will repay the Board for all the advanced sick leave.

4. **Non-forfeiture**

While employed, sick leave is not forfeited because of an authorized absence without pay, nor is it earned during such absence.

5. **Usage**

Sick leave may be used only for the following reasons:

- a. Employee's own personal illness - for duration of illness
- b. Injury to employee - for duration of injury
- c. Exposure to contagious disease that can be communicated in the work place - until quarantine is lifted or danger removed.
- d. Childbirth and complications thereof. Fathers will be given a paternity leave of up to five (5) days as needed at the birth of a child.
- e. Death of a father, mother, father-in-law, mother-in-law, step parent, spouse, child, stepchild, grandchild, sibling, grandparent or relative who lives continuously with the employee - up to five (5) days for each such death.
- f. Death of an aunt or uncle— up to two (2) days for each such death.
- g. Death of a close friend, distant relative or neighbor - one (1) day for each such death, not to exceed five (5) days per year.
- h. One additional day will be granted for (e) and (f) above for travel of more than 150 miles one way to bereavement services.

- i. Illness or medical emergency of a family member that is of such a serious nature as to necessitate the employee's personal presence and attention in order to preserve health or life, administer to the dying, or any other medical emergency.

(1) A family member for purposes of this article XI(C)(3)(i) is defined as: father, mother, father-in-law, mother-in-law, step parent, spouse, child, stepchild, grandchild, sibling, grandparent or relative who lives continuously with the employee

(2) Not to exceed 20 days/year.

6. **Leave of Absence**

Any employee whose personal illness extends beyond the period of compensation provided by this article may be granted a leave of absence as provided by this Agreement. A "Leave of Absence Request" form shall be completed and approved prior to the leave.

7. **Written Statements and Falsification**

The employee shall furnish a written, signed statement on forms prescribed by the Board to justify the use of sick leave [and a statement of the nature of the illness and why absence from work was advised or required]. Such leave will not be granted unless the statement is complete and filed with the Board within five [5] working days after return to work. A doctor's verification slip will be required for payment of sick leave for absences of three (3) consecutive days in length or longer pursuant to Article XIX(A)(6)(a)(b)(c)(d)(h). Falsification of any statement required by this provision shall be grounds for disciplinary action including, but not limited to, suspension or termination of employment. Upon reasonable belief, the Board has the right to investigate and verify employee statements regarding sick leave.

8. **Family Medical Leave Act**

Family Medical Leave Act of 1993 does not affect a bargaining unit member's right to sick leave provided by this Section (A).

B. **Emergency Leave**

Emergency leave pursuant to ORC 3319.142 is available upon request by employees for specified purposes approved by the Board of Education. It cannot be used in lieu of vacation, leave of absence, sick leave, or other types of leave and it cannot be used the day before or the day after a holiday, vacation, day off or leave except in cases of documented extraordinary circumstances. Emergency leave may be requested for those matters of legal or personal business requiring the employee's presence at hours that conflict with the regular assignment. Emergency leave is not to be used for recreation, social, fraternal, civic or other employment or the employment or occupation of the spouse, or for other types of absences which may be addressed elsewhere in this contract (including Article X(I) Calamity Days).

An unlimited number of days of emergency leave will be allowable upon need by the employee. Said emergency leave is to be requested of the supervisor/director three [3] days in advance when possible, stating the reason for the request. If a request for emergency leave is rejected by the director, the employee, if dissatisfied, may appeal the rejection to the Superintendent who will hear the request in the presence of the employee, the director, and a representative of the PCCEA.

An emergency leave request form shall be used for all requests. A brief explanation will be required for the request.

Current forms used for emergency leave will not be changed in any way that affects wages, hours, terms or conditions of employment.

C. Personal Leave

All bargaining unit employees shall receive two (2) unrestricted personal days each year.

- a. Personal leave shall not be used on the day before or after a holiday or scheduled break, a scheduled professional development day or during the first ten (10) working days or last ten (10) working days of the school year. Personal leave cannot be used to extend a holiday, day off or other leave request unless it's under the provision of the Family Medical Leave Act (FMLA).
- b. The employee will give supervisor at least three (3) days notice when possible.
- c. Personal leave days may not be used on consecutive work days.

D. Assault Leave

No student, intruder on school property, or the parent or legal guardian of a Penta Career Center student shall intentionally cause physical harm to an employee.

Assault leave is defined as: leave granted to an employee who must be absent from his or her duties due to physical disability resulting from an assault incurred while working at his/her assigned tasks and/or while on school premises going to or coming from work.

An employee granted assault leave by the Superintendent will be paid his or her full scheduled compensation during his or her period of physical disability not to exceed thirty [30] calendar days less any amounts received at any time by the employee as compensation under state disability laws and/or the Workers' Compensation Act of Ohio. If permanently disabled, the employee must apply for disability retirement and no assault leave shall be granted if such retirement is approved. If the employee receives assault leave compensation and thereafter received Workers' Compensation or disability benefits, assault leave compensation shall be forthwith returned to the Board of Education in the amount of Workers' Compensation or disability benefits received.

Before assault leave can be approved, the employee shall apply for such leave by furnishing to the Superintendent a written statement signed by the employee describing the cause thereof, the circumstances and events surrounding the assault, including the

location and time of the assault, names and addresses of victims and witnesses, and a description of the injuries sustained by each victim of the assault. The employee shall also furnish to the Superintendent at the time of application a statement, signed by a licensed physician, describing the nature of the physical disability, its probable duration and indicating the number of days, based upon sound medical advice, that it would be injurious to the employee's physical health to return to his or her duties. Assault leave shall not be granted for a number of days greater than that established by the physician as injurious to the employee's physical health but in no event more than thirty [30] calendar days.

Falsification of any information required by this Article shall be grounds for termination of employment.

If assault leave is applied for and granted, the employee thereby waives his or her rights, if any, to compensation from the Board, its members, agents and employees other than Workers' Compensation, disability compensation and assault leave compensation provided by this Article.

No payment shall be made or required for any period which the employee elects to take sick leave.

Assault leave shall not be granted if the employee provoked the assault.

Assault leave shall not be granted unless the employee makes application for assault leave within thirty [30] calendar days of the assault unless, as a result of the assault, the employee is physically unable to make application.

E. Unpaid Leave of Absence

An unpaid leave of absence is understood to mean a period of absence from duty by an employee of the Board for which written request has been made and formal approval granted by the Board.

An unpaid leave of absence may be granted for the following reasons:

- a. illness;
- b. disability, mental or physical;
- c. educational or professional;
- d. personal business;
- e. maternity.

An unpaid leave of absence shall not be for longer than two [2] years for illness or disability and not longer than one [1] year for educational, professional, personal, business, or maternity reasons, and may be for a shorter period of time at the discretion of the Board.

An employee who is on unpaid leave of absence and wishes to return to his/her duties with the Board at the beginning of the contract year, shall notify the Superintendent of Schools in writing of such intention not later than the preceding April 1. At least ninety [90] days written notice must be given to the Superintendent of an employee's intention to return to work from an unpaid leave of absence.

Granting or refusing to grant an unpaid leave of absence shall not be evidence of past practice, discrimination, arbitrary action or an abuse of discretion. An unpaid leave of absence will terminate automatically if a contract is not renewed.

On return from an unpaid leave of absence, the employee will resume the contract status held prior to such leave. Beginning July 1 in which the leave has been granted the employee shall be entitled to advancement on the salary schedule to the next step upon return from leave if employees have worked the minimum following days:

Nine month employees	120 days
Ten month employees	134 days
Twelve month employees	175 days

The Board will have the authority to terminate the employment of a person who was hired exclusively for the purpose of replacing the employee when such employee returns from leave

F. Association Leave

The Board agrees that, upon application, an unpaid leave of absence shall be granted to a staff member for the purpose of serving in an Association elective office at the state or national level. Such leave shall be granted for a period of up to two [2] years.

ARTICLE XIX: EVALUATIONS

The Board has the right to conduct evaluations. A primary purpose for formal written evaluations is to assist in improving job performance. When a formal written evaluation is completed, the employee shall review and sign the evaluation. If the employee disagrees with the evaluation, the employee has the right, within ten [10] days, to submit a written response. The response shall be attached to the evaluation.

ARTICLE XX: SALARY SCHEDULE

Salary

July 1, 2020

2.5% increase on salary schedule

July 1, 2021

2.0% increase on salary schedule

July 1, 2022

2.0% increase on salary schedule

All Maintenance employees employed on or before June 1, 2013, will be classified as Maintenance II employees.

Salaries for the term of the contract shall be as follows:

Position	Years of Experience	2020-21 2.50%	2021-22 2.00%	2022-23 2.00%
Secretary	0	17.19	17.53	17.88
	1	17.74	18.10	18.46
	2	18.32	18.69	19.06
	3	18.92	19.30	19.68
	4	19.53	19.92	20.32
	5	20.17	20.57	20.98
	6	20.82	21.24	21.66
	7	21.50	21.93	22.37
	8	22.20	22.65	23.10
	9	22.93	23.38	23.85
	10	23.67	24.14	24.63

Position	Years of Experience	2020-21 2.50%	2021-22 2.00%	2022-23 2.00%
Maintenance II	0	21.08	21.50	21.93
	1	21.77	22.20	22.64
	2	22.47	22.92	23.38
	3	23.21	23.68	24.15
	4	23.97	24.45	24.93
	5	24.74	25.23	25.73
	6	25.54	26.05	26.57
	7	26.38	26.91	27.44
	8	27.23	27.77	28.33
	9	28.12	28.68	29.25
	10	29.03	29.61	30.20

Position	Years of Experience	2020-21 2.50%	2021-22 2.00%	2022-23 2.00%
Maintenance I	0	12.97	13.23	13.49
	1	13.39	13.65	13.93
	2	13.82	14.10	14.38
	3	14.27	14.56	14.85
	4	14.74	15.03	15.33
	5	15.21	15.52	15.83
	6	15.71	16.02	16.34
	7	16.22	16.54	16.87
	8	16.75	17.08	17.42
	9	17.29	17.64	17.99
	10	17.86	18.22	18.58

Position	Years of Experience	2020-21 2.50%	2021-22 2.00%	2022-23 2.00%
Head Cook/Head Cashier	0	15.54	15.85	16.17
	1	16.05	16.37	16.70
	2	16.57	16.90	17.24
	3	17.11	17.45	17.80
	4	17.67	18.02	18.38
	5	18.24	18.60	18.98
	6	18.83	19.21	19.59
	7	19.44	19.83	20.22
	8	20.08	20.48	20.89
	9	20.73	21.15	21.57
	10	21.40	21.82	22.26

Position	Years of Experience	2020-21 2.50%	2021-22 2.00%	2022-23 2.00%
Cafeteria Worker	0	12.97	13.23	13.49
	1	13.39	13.65	13.93
	2	13.82	14.10	14.38
	3	14.27	14.56	14.85
	4	14.74	15.03	15.33
	5	15.21	15.52	15.83
	6	15.71	16.02	16.34
	7	16.22	16.54	16.87
	8	16.75	17.08	17.42
	9	17.29	17.64	17.99
	10	17.86	18.22	18.58

Position	Years of Experience	2020-21 2.50%	2021-22 2.00%	2022-23 2.00%
Evaluation Technician	0	16.13	16.45	16.78
(hired on or before 6/30/02)	1	16.95	17.29	17.64
Preschool Technician	2	17.87	18.23	18.59
(hired on or before 6/30/02)	3	19.16	19.54	19.93
	4	20.10	20.50	20.91
	5	21.11	21.53	21.96
	6	21.82	22.26	22.71
	7	22.51	22.96	23.42
	8	23.11	23.57	24.04
	9	23.67	24.14	24.63
	10	24.23	24.71	25.21

Position	Years of Experience	2020-21 2.50%	2021-22 2.00%	2022-23 2.00%
Preschool Technician (hired on or after 7/01/02)	0	16.13	16.45	16.78
	1	16.66	16.99	17.33
	2	17.19	17.53	17.88
	3	17.75	18.11	18.47
	4	18.33	18.70	19.07
	5	18.92	19.30	19.69
	6	19.55	19.94	20.34
	7	20.18	20.59	21.00
	8	20.83	21.25	21.67
	9	21.52	21.95	22.38
	10	22.20	22.64	23.10

Position	Years of Experience	2020-21 2.50%	2021-22 2.00%	2022-23 2.00%
Instructional Aide Evaluation Technician (hired on or after 7/1/02)	0	15.55	15.87	16.18
	1	16.07	16.39	16.71
	2	16.59	16.92	17.26
	3	17.12	17.46	17.81
	4	17.69	18.04	18.40
	5	18.25	18.62	18.99
	6	18.85	19.22	19.61
	7	19.46	19.85	20.24
	8	20.09	20.49	20.90
	9	20.74	21.16	21.58
	10	21.42	21.85	22.28

Longevity – Bargaining unit members employed on or before June 1, 2013 will receive longevity payments as follows:

1. All employees with ten (10) years or more at Penta receive a five hundred dollars (\$500) supplement per annum paid pro rata each pay period.
2. In addition to the ten-year supplement, all employees with fifteen (15) years or more at Penta receive a six hundred dollars (\$600) supplement per annum paid pro rata each pay period.
3. In addition to the ten-year and fifteen-year supplement, all employees with twenty (20) years or more at Penta receive six hundred seventy-five dollars (\$675) supplement per annum paid pro rata each pay period.

ARTICLE XXI: JOB SECURITY

A. Hiring

The Superintendent makes all appointments of supportive staff employees subject to confirmation by the Board. All supportive staff employees are to be hired on an hourly rate commensurate with the salary schedule.

B. Contract Sequence

Probationary Contract:
Hire date to 180th day of employment

Upon successful completion of Probationary Contract:
First One-year Contract 181st day of employment to the following June 30

If rehired:
Second One-Year Contract beginning July 1 after first one-year contract

If rehired:
Third One-Year Contract beginning July 1 after second one-year contract

If rehired:
Continuing Contract beginning July 1 after third one-year contract

ARTICLE XXII: PAYROLL DEDUCTION

A. Prior Experience

New supportive staff employees may be given up to ten [10] years of experience credit for prior comparable experience when being placed on the salary schedule.

B. Pay Schedule

Employees will be paid semi-monthly by direct deposit into a checking or savings account at a financial institution which is part of the Federal Reserve Banking System. All supportive staff employees compensated by the hour will be paid on the basis of time sheets submitted to the Treasurer's office before each payday. Employees will be notified electronically each pay of their gross pay, deductions and net pay.

C. Deduction

The Board will deduct all relevant city, state and federal income taxes from the paycheck of all employees. The Board will also deduct Association dues from the paycheck of all employees who have voluntarily signed proper written authorizations for such deductions and who are covered by this Agreement. Dues deduction authorization may be revoked by an employee each year during a thirty [30] day period ending September 30 of each year by providing written notice to the Treasurer of the Board. The Board may also deduct upon the request of any employee contributions to approved tax sheltered annuities, and payments to credit union.

D. Remittance

The Board agrees to remit to the Association dues.

E. Indemnification

The Association agrees to indemnify and to save harmless the Board and its employees and agents from all costs, expenses, damages and reasonable attorneys' fees incurred directly or indirectly arising out of or in any way connected with payroll deductions for dues or fair share fees pursuant to the provisions of this Article. This paragraph of this Article survives this Agreement.

ARTICLE XXIII: ADULT EDUCATION

Supportive staff employees may enroll in any adult education class offered by the Board, after work hours [or at other times if agreed to by the Board] without paying tuition if and when the following conditions are met:

1. At least fifteen [15] paying students have enrolled in the class.
2. Supportive staff employees' enrollment does not overcrowd the class or cause the class to exceed maximum enrollment.
3. Supportive staff employees shall pay for books and supplies which they use in class and which will become their property.

ARTICLE XXIV: SERS RETIREMENT PICK-UP

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

XXV: ABSENT FROM DUTY

Absence

1. It is the employee's responsibility to call or notify the substitute service (as applicable) no later than 6:00 a.m. the day of absence.
2. The employee must contact his/her supervisor prior to the start of the school day pertaining to his/her absence.
3. Failure to contact his/her supervisor or substitute service (as appropriate) per this article will result in the loss of one day's pay for each occurrence.
4. When a substitute is contacted for duties and subsequently both the regular employee and the substitute report, the regular employee may be penalized for this half (1/2) day in pay or sick leave time.

ARTICLE XXVI: HEADINGS

The Article and Section headings of this Agreement are for the convenience of the parties only and have no substantive effect whatsoever.

ARTICLE XXVII: SEVERANCE PAY

All bargaining unit members with ten [10] or more consecutive years of service with the Penta Board who retire under the provisions of the School Employee Retirement System may elect to be paid in cash for one-fourth (1/4) the value of accrued but unused sick leave credit pursuant to Article XIX (A) (1) not to exceed 71.25 days.

The rate of compensation will be at the daily rate paid immediately prior to retirement. Severance pay is not part of retirement earnings or credit.

In the event that an eligible bargaining unit member dies prior to retirement, said severance pay benefit shall be paid to the beneficiary(ies) designated by the employee on a form provided by the Board or if not designation, then to the estate of the deceased if permitted by statute.

Upon retirement, the employee must provide written proof of acceptance into the S.E.R.S. before payment pursuant to this paragraph may be made. Payment made pursuant to this paragraph shall be based upon the employee's rate of pay at the time of service retirement. Election to be paid cash pursuant to the terms of this paragraph shall eliminate all sick leave credit accrued but unused by the employee.

The Board will adopt an Accumulated Leave Plan 401(a) for employees who attain age 55 during the calendar year of retirement. The Board will pay an employee's severance in a lump sum contribution through the Accumulated Leave Plan in the amount calculated pursuant to this Article and in accordance with maximum plan contributions as defined by the IRS.

ARTICLE XXVIII: MAINTENANCE OF STANDARDS

Except as otherwise authorized by this Agreement, during the duration of this Agreement the Board shall maintain all terms, conditions, and benefits of employment recited in this Agreement at not less than the level in effect as of the effective date of this Agreement, provided that such conditions shall be improved for the benefit of employees as required by the express provisions of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any employee benefit existing prior to its effective date.

ARTICLE XXIX: SUB-CONTRACTING

Except for assignments currently sub-contracted and any assignments to other employees or students, there shall be no sub-contracting, subletting, or assignment of work outside the bargaining unit.

ARTICLE XXX: NO STRIKE, NO LOCKOUT

The Association shall neither encourage nor engage in a strike against the Employer nor shall the Employer initiate or sustain a lockout of bargaining unit members during the term of this Agreement. A lockout is defined as a refusal to permit employees to work for the sole purpose of forcing the Association to accept a collective bargaining contract modification. A strike is defined as in Ohio Revised Code 4117.01(H) in effect on April 2, 1987.

ARTICLE XXXI: TOTALITY OF AGREEMENT

This Agreement supersedes and cancels all previous agreements, verbal or written, or based upon alleged past practices between the Board and the Association and/or member of the Bargaining Unit and constitutes the entire agreement between the parties for the term of this Agreement or any extension thereof. Each party waives any rights it may have to bargain collectively with the other with reference to any subject, issue or thing, whether or not it either is covered by this Agreement or was within the knowledge or contemplation of either or both parties preceding the execution of this Agreement.


ARTICLE XXXII: SAVINGS CLAUSE

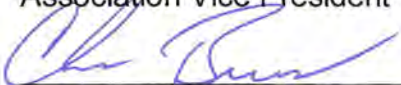
Should the State Employment Relations Board or any court of competent jurisdiction determine, after all appeals or times for appeal are exhausted, that any provision herein is unlawful, such provisions shall be automatically terminated but all other provisions of the Agreement shall remain in full force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

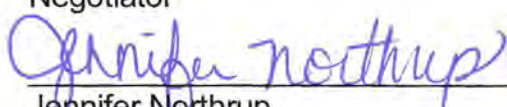
ARTICLE XXXIII: DURATION OF AGREEMENT

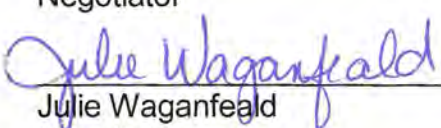
This agreement shall become effective as of 12:01 a.m. July 1, 2020 and shall remain in full force and effect through 12:00 midnight June 30, 2023 and each year thereafter unless written notice of termination or desired modification is given at least sixty (60) days prior to the expiration date by either of the parties thereto. The parties shall meet as soon as possible after notice has been served at a mutually agreeable time and place.



Jason Vida
Association President



Michelle Toth
Association Vice President



Chris Burns
Negotiator


Jennifer Northrup
Negotiator


Julie Waganfeald
Negotiator


Edward Ewers
Superintendent


Carrie Herringshaw
Treasurer


Robert Falkenstein
Assistant Superintendent


Ryan Lee
Director

CERTIFICATE

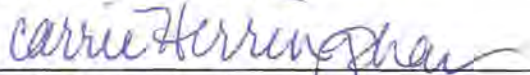
(ORC 5705.412)

Re: **Master Agreement with Penta Career Center Education
Association-Support Staff July 1, 2020 – June 30, 2022**

IT IS HEREBY CERTIFIED that the PENTA CAREER CENTER BOARD OF EDUCATION, WOOD COUNTY, OHIO, has sufficient funds to meet the contract, obligation, payment or expenditure for the above, and has in effect for the remainder of the fiscal year and the succeeding fiscal year, the authorization to levy taxes which, when combined with the estimated revenue from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the district to operate an adequate educational program on all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in the succeeding fiscal year equal to the number of days instruction was held or is scheduled for the current fiscal year.

DATED: July 22, 2020

PENTA CAREER CENTER
BOARD OF EDUCATION



Carrie J. Herringshaw, Treasurer



Edward R. Ewers, Superintendent



Kenneth Sutter, President



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately.

This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 800-332-0741. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at MedMutual.com/SBC or call 800-332-0741 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall <u>deductible</u> ?	\$500/single, \$1,000/family Network \$1,500/single, \$3,000/family Non-Network	Generally, you must pay all of the costs from providers up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u> , each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> .
Are there services covered before you meet your <u>deductible</u> ?	Yes. Certain <u>preventive care</u> and all services with <u>copayments</u> are covered and paid by the <u>plan</u> before you meet your <u>deductible</u> .	This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive services</u> without <u>cost-sharing</u> and before you meet your <u>deductible</u> . See a list of covered <u>preventive services</u> at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other <u>deductibles</u> for specific services?	No	You don't have to meet <u>deductibles</u> for specific services.
What is the <u>out-of-pocket limit</u> for this <u>plan</u> ?	Coinsurance Limit: \$1,000/single, \$2,000/family Network \$3,000/single, \$6,000/family Non-Network Out-of-pocket Limit: \$6,350/single, \$12,700/family Network N/A/single, N/A/family Non-Network	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the <u>out-of-pocket limit</u> ?	<u>Premiums</u> , balance-billed charges and health care this <u>plan</u> doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a <u>network provider</u> ?	Yes, See MedMutual.com/SBC or call 800-332-0741 for a list of participating providers.	This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays (<u>balance billing</u>). Be aware your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.

Do you need a <u>referral</u> to see a <u>specialist</u> ?	No	You can see the <u>specialist</u> you choose without a <u>referral</u> .
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All coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies. Services with copayments are covered before you meet your deductible, unless otherwise specified.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	
If you visit a health care <u>provider's</u> office or clinic	Primary care visit to treat an injury or illness	\$20 copay/visit	40% <u>coinsurance</u>	None
	<u>Specialist</u> visit	\$30 copay/visit	40% <u>coinsurance</u>	None
	<u>Preventive care/ screening/ immunization</u>	No charge	40% <u>coinsurance</u>	You may have to pay for services that aren't <u>preventive</u> . Ask your <u>provider</u> if the services you need are <u>preventive</u> . Then check what your <u>plan</u> will pay for.
If you have a test	<u>Diagnostic test</u> (x-ray)	20% <u>coinsurance</u>	40% <u>coinsurance</u>	None
	<u>Diagnostic test</u> (blood work)	20% <u>coinsurance</u>	40% <u>coinsurance</u>	None
	Imaging (CT/PET scans, MRIs)	20% <u>coinsurance</u>	40% <u>coinsurance</u>	None
If you need drugs to treat your illness or condition More information about <u>prescription drug coverage</u> is available at MedMutual.com/SBC	Generic copay - retail Tier 1	\$10	Does Not Apply	Covers up to a 30-day supply.
	Generic copay - home delivery Tier 1	\$20	Does Not Apply	Covers up to a 90-day supply.
	Preferred brand copay - retail Tier 2	\$20	Does Not Apply	Covers up to a 30-day supply.
	Preferred brand copay - home delivery Tier 2	\$40	Does Not Apply	Covers up to a 90-day supply.
	Non-preferred brand copay - retail Tier 3	\$30	Does Not Apply	Covers up to a 30-day supply.
	Non-preferred brand copay - home delivery Tier 3	\$60	Does Not Apply	Covers up to a 90-day supply.
	<u>Specialty drugs</u>	Applicable drug tier copay applies	Does Not Apply	Covers up to a 30-day supply.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	20% <u>coinsurance</u>	40% <u>coinsurance</u>	None
	Physician/surgeon fees (Outpatient)	20% <u>coinsurance</u>	40% <u>coinsurance</u>	None
If you need immediate medical attention	<u>Emergency room care</u>	no charge for Medical Emergency		None
	<u>Emergency medical transportation</u>	20% <u>coinsurance</u>	40% <u>coinsurance</u>	None
	<u>Urgent care</u>	\$20 copay/visit	40% <u>coinsurance</u>	None
If you have a hospital stay	Facility fee (e.g., hospital room)	20% <u>coinsurance</u>	40% <u>coinsurance</u>	None
	Physician/ surgeon fee (inpatient)	20% <u>coinsurance</u>	40% <u>coinsurance</u>	None
If you need mental health, behavioral health, or substance abuse services	Outpatient services	Benefits paid based on corresponding medical benefits		None
	Inpatient services	Benefits paid based on corresponding medical benefits		None
If you are pregnant	Office visits	No charge	40% <u>coinsurance</u>	<u>Cost sharing</u> does not apply to certain <u>preventive services</u> . Depending on the type of services, copay, <u>coinsurance</u> or <u>deductible</u> may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional services	20% <u>coinsurance</u>	40% <u>coinsurance</u>	
	Childbirth/delivery facility services	20% <u>coinsurance</u>	40% <u>coinsurance</u>	

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	
If you need help recovering or have other special health needs	<u>Home health care</u>	20% <u>coinsurance</u>	40% <u>coinsurance</u>	None
	<u>Rehabilitation services</u> (Physical Therapy)	20% <u>coinsurance</u>	40% <u>coinsurance</u>	None
	<u>Habilitation services</u> (Occupational Therapy)	20% <u>coinsurance</u>	40% <u>coinsurance</u>	None
	<u>Habilitation services</u> (Speech Therapy)	20% <u>coinsurance</u>	40% <u>coinsurance</u>	(10 visits, then Medical Review - Professional; unlimited - Institutional)
	<u>Skilled nursing care</u>	20% <u>coinsurance</u>	40% <u>coinsurance</u>	None
	<u>Durable medical equipment</u>	20% <u>coinsurance</u>	40% <u>coinsurance</u>	None
	<u>Hospice services</u>	20% <u>coinsurance</u>	40% <u>coinsurance</u>	None
If your child needs dental or eye care	Children's eye exam	No charge	40% <u>coinsurance</u>	None
	Children's glasses		Not Covered	Excluded Service
	Children's dental check-up		Not Covered	Excluded Service

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Acupuncture
- Children's dental check-up
- Children's glasses
- Cosmetic Surgery
- Dental Care (Adult)
- Hearing Aids
- Infertility Treatment
- Long-Term Care
- Non-emergency care when traveling outside the U.S.
- Routine Eye Care (Adult)
- Routine Foot Care
- Weight Loss Programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Bariatric Surgery
- Chiropractic Care
- Private-Duty Nursing

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 877-267-2323 x61565 or ccio.cms.gov. Other coverage options may be available to you, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit HealthCare.gov or call 800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact your plan at 800-332-0741.

Does this plan provide Minimum Essential Coverage? Yes.

If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this plan meet Minimum Value Standards? Yes.

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

-----To see examples of how this plan might cover costs for sample medical situations, see the next section-----

The coverage example numbers assume that the patient does not use an HRA or FSA. If you participate in an HRA or FSA and use it to pay for out-of-pocket expenses, then your costs may be lower.



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately.

This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 800-540-2583. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at MedMutual.com/SBC or call 800-540-2583 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall <u>deductible</u> ?	\$2,800/single, \$5,600/family Network \$5,000/single, \$10,000/family Non-Network	Generally, you must pay all of the costs from providers up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u> , each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> .
Are there services covered before you meet your <u>deductible</u> ?	Yes. Certain <u>preventive care</u> and all services with <u>copayments</u> are covered and paid by the <u>plan</u> before you meet your <u>deductible</u> .	This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive services</u> without <u>cost-sharing</u> and before you meet your <u>deductible</u> . See a list of covered <u>preventive services</u> at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other <u>deductibles</u> for specific services?	No	You don't have to meet <u>deductibles</u> for specific services.
What is the <u>out-of-pocket limit</u> for this <u>plan</u> ?	\$1,000/single, \$2,000/family	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the <u>out-of-pocket limit</u> ?	<u>Deductibles</u> , <u>premiums</u> , balance-billed charges and health care this <u>plan</u> doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a <u>network provider</u> ?	Yes, See MedMutual.com/SBC or call 800-540-2583 for a list of participating providers.	This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays (<u>balance billing</u>). Be aware your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a <u>referral</u> to see a <u>specialist</u> ?	No	You can see the <u>specialist</u> you choose without a <u>referral</u> .



All **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies. Services with **copayments** are covered before you meet your **deductible**, unless otherwise specified.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	No charge after <u>deductible</u>	40% <u>coinsurance</u>	None
	<u>Specialist</u> visit	No charge after <u>deductible</u>	40% <u>coinsurance</u>	None
	<u>Preventive care/ screening/ immunization</u>	No charge	40% <u>coinsurance</u>	You may have to pay for services that aren't <u>preventive</u> . Ask your <u>provider</u> if the services you need are <u>preventive</u> . Then check what your <u>plan</u> will pay for.
If you have a test	<u>Diagnostic test</u> (x-ray)	No charge after <u>deductible</u>	40% <u>coinsurance</u>	None
	<u>Diagnostic test</u> (blood work)	No charge after <u>deductible</u>	40% <u>coinsurance</u>	None
	Imaging (CT/PET scans, MRIs)	No charge after <u>deductible</u>	40% <u>coinsurance</u>	None
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at MedMutual.com/SBC	Generic copay - retail Tier 1	\$15 after <u>deductible</u>	Does Not Apply	Covers up to a 90-day supply.
	Generic copay - home delivery Tier 1	\$30 after <u>deductible</u>	Does Not Apply	Covers up to a 90-day supply.
	Preferred brand copay - retail Tier 2	\$30 after <u>deductible</u>	Does Not Apply	Covers up to a 90-day supply.
	Preferred brand copay - home delivery Tier 2	\$60 after <u>deductible</u>	Does Not Apply	Covers up to a 90-day supply.
	Non-preferred brand copay - retail Tier 3	\$45 after <u>deductible</u>	Does Not Apply	Covers up to a 90-day supply.
	Non-preferred brand copay - home delivery Tier 3	\$90 after <u>deductible</u>	Does Not Apply	Covers up to a 90-day supply.
	<u>Specialty drugs</u>	Applicable drug tier copay applies	Does Not Apply	Covers up to a 30-day supply.
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	No charge after <u>deductible</u>	40% <u>coinsurance</u>	None
	Physician/surgeon fees (Outpatient)	No charge after <u>deductible</u>	40% <u>coinsurance</u>	None

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	
If you need immediate medical attention	<u>Emergency room care</u>	No charge after <u>deductible</u>		None
	<u>Emergency medical transportation</u>	No charge after <u>deductible</u>	40% <u>coinsurance</u>	None
	<u>Urgent care</u>	No charge after <u>deductible</u>	40% <u>coinsurance</u>	None
If you have a hospital stay	Facility fee (e.g., hospital room)	No charge after <u>deductible</u>	40% <u>coinsurance</u>	None
	Physician/ surgeon fee (inpatient)	No charge after <u>deductible</u>	40% <u>coinsurance</u>	None
If you need mental health, behavioral health, or substance abuse services	Outpatient services	Benefits paid based on corresponding medical benefits		None
	Inpatient services	Benefits paid based on corresponding medical benefits		None
If you are pregnant	Office visits	No charge	40% <u>coinsurance</u>	Cost sharing does not apply to certain <u>preventive services</u> . Depending on the type of services, copay, <u>coinsurance</u> or <u>deductible</u> may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional services	No charge after <u>deductible</u>	40% <u>coinsurance</u>	
	Childbirth/delivery facility services	No charge after <u>deductible</u>	40% <u>coinsurance</u>	None

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	
If you need help recovering or have other special health needs	<u>Home health care</u>	No charge after <u>deductible</u>	40% <u>coinsurance</u>	(limit applies to Non- <u>Network</u> only), (30 visits per benefit period)
	<u>Rehabilitation services</u> (Physical Therapy)	No charge after <u>deductible</u>	40% <u>coinsurance</u>	(10 visits, then Medical Review - Professional; unlimited - Institutional; combined with Chiropractic and Occupational Therapy)
	<u>Habilitation services</u> (Occupational Therapy)	No charge after <u>deductible</u>	40% <u>coinsurance</u>	(10 visits, then Medical Review - Professional; unlimited - Institutional; combined with Chiropractic and Physical Therapy)
	<u>Habilitation services</u> (Speech Therapy)	No charge after <u>deductible</u>	40% <u>coinsurance</u>	(10 visits, then Medical Review - Professional; unlimited - Institutional)
	<u>Skilled nursing care</u>	No charge after <u>deductible</u>	40% <u>coinsurance</u>	(180 days per benefit period)
	<u>Durable medical equipment</u>	No charge after <u>deductible</u>	40% <u>coinsurance</u>	None
	<u>Hospice services</u>	No charge after <u>deductible</u>	40% <u>coinsurance</u>	None
If your child needs dental or eye care	Children's eye exam	No charge	40% <u>coinsurance</u>	None
	Children's glasses	Not Covered		Excluded Service
	Children's dental check-up	Not Covered		Excluded Service

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Acupuncture
- Bariatric Surgery
- Children's dental check-up
- Children's glasses
- Cosmetic Surgery
- Dental Care (Adult)
- Hearing Aids
- Infertility Treatment
- Long-Term Care
- Non-emergency care when traveling outside the U.S.
- Routine Foot Care
- Weight Loss Programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Chiropractic Care
- Private-Duty Nursing
- Routine Eye Care (Adult)

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: the Department of Labor's Employee Benefits Security Administration at 866-444-EBSA (3272) or dol.gov/ebsa/healthreform and the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 877-267-2323 x61565 or cciio.cms.gov. Other coverage options may be available to you, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit HealthCare.gov or call 800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact: the Department of Labor's Employee Benefits Security Administration at 866-444-EBSA (3272) or dol.gov/ebsa/healthreform or your plan at 800-540-2583.

Does this plan provide Minimum Essential Coverage? Yes.

If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this plan meet Minimum Value Standards? Yes.

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

-----To see examples of how this plan might cover costs for sample medical situations, see the next section-----

The coverage example numbers assume that the patient does not use an HRA or FSA. If you participate in an HRA or FSA and use it to pay for out-of-pocket expenses, then your costs may be lower.

DENTAL SCHEDULE OF BENEFITS

Benefit Period	Calendar year
Benefit Period Deductible	\$25 single / \$75 family
Maximum Benefit Payable per Covered Person per Benefit Period	\$2,500
Dependent Age Limit	The end of the calendar year of the 26th birthday, if he or she meets the requirements of an Eligible Dependent. See "Eligibility" for optional extension to age 28.

It is important that you understand how the Claims Administrator, Medical Mutual, calculates your responsibilities under this coverage. Please consult the "HOW CLAIMS ARE PAID" section for necessary information.

Type of Service	Maximums and Limitations
Initial and Periodic Oral Evaluations	Two evaluations per Benefit Period
Bitewing x-rays	Two sets per Benefit Period
Full mouth / Panoramic x-rays	One every 36 months
Prophylaxis	Two per Benefit Period
Topical Fluoride Applications	One per Benefit Period
Space Maintainers	For Eligible Dependent children under age 19
Crowns	Once every five years per tooth
Inlays	Once every five years per tooth
Onlays	Once every five years per tooth
Fixed Partial Dentures (Bridges)	Once every five years per unit
Dentures (Complete and Partial)	Once every five years Relining and rebasing is covered if done no less than six months after initial placement but not more than once in any 36-month period. One replacement of a temporary denture if a permanent denture is installed within 12 months of the installment of the temporary denture.

APPENDIX C

DENTAL PAYMENT SCHEDULE	
Type of Service	You Pay the Following
Routine Preventive Services <ul style="list-style-type: none"> • initial and periodic oral evaluations • bitewing x-rays • full mouth x-rays/panoramic x-rays • diagnostic x-rays • prophylaxis • space maintainers • topical fluoride applications • emergency palliative treatments • dental sealants⁶ 	0% of the Reasonable and Customary Amount No Deductible is required for these services.
Essential Services <ul style="list-style-type: none"> • consultations/other evaluations • fillings • endodontic services • periodontal services • impactions • extractions • repairs, relines & adjustments of prosthetics • general anesthesia • IV sedation • minor oral surgery 	20% of the Reasonable and Customary Amount
Complex Services <ul style="list-style-type: none"> • inlays • onlays • crowns • fixed partial dentures (bridges) • dentures (complete & partial) 	20% of the Reasonable and Customary Amount
Orthodontic Services	40% of the Reasonable and Customary Amount

ORTHODONTIC SERVICES	
Maximum benefit payable per Covered Person	\$850 per lifetime
Eligibility	Available for all Covered Persons, regardless of age.

BENEFIT VERIFICATION

Required for any Course of Treatment exceeding \$200 or involving major restorations.

⁶ Dental sealants are limited to eligible teeth free from decay or restorations on the occlusal surface.



Penta Career Center
Vision Insurance

Benefits	In-Network	Out-of-Network
Examination – once every 12 months	Paid in full after \$10 co-pay	Reimbursement up to \$50
Prescription Lenses	New lenses are fully covered every 12 months Single vision Lined bifocal Lined trifocal	New lenses every 12 months Single Vision Lenses reimbursement up to \$50 Lined Bifocal Lenses reimbursement up to \$75 Lined Trifocal Lenses reimbursement up to \$100 Progressive Lenses reimbursement up to \$75
Frame	New frame every 24 months \$130 allowance	New frame every 24 months Reimbursement up to \$70
Contact lenses instead of glasses	Contacts every 12 months \$130 allowance for contacts and the contact lens exam	Contacts every 12 months Reimbursement up to \$105 for contacts and the contact lens exam