

# **NEGOTIATED AGREEMENT**

between the

# OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES, CHAPTER #445

and the

# CHIPPEWA LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

Effective July 1, 2023 through June 30, 2026

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## **ARTICLE I - RECOGNITION**

- A. The Chippewa Local School District Board of Education (hereinafter referred to as "Board") Wayne County, Doylestown, Ohio, recognizes OAPSE/AFSCME/AFL-CIO and its Chapter #445 (hereinafter referred to as "Union" or "OAPSE") as the sole and exclusive bargaining agent for all employees in the bargaining unit during the term of the Agreement for the purpose of bargaining in good faith with regard to wages, fringe benefits, hours and working conditions. The bargaining unit shall include all non-supervisory, non-confidential employees hired under regular contract in the following positions of classifications:
  - 1. Mechanic
  - 2. Bus Drivers
  - Assistant Mechanic
  - 4. Maintenance
  - 5. Janitor
  - 6. Secretaries
  - 7. Media Assistants
  - 8. Aides
  - 9. Lead Janitor
  - 10. School Cafeteria Workers
  - 11. Secretarial Assistant
  - 12. Lawns/Groundskeeper
  - 13. Assistant Maintenance/Custodian
- B. Excluded from the bargaining unit are the following positions:
  - 1. Transportation/Maintenance Supervisor
  - 2. Superintendent's Secretary
  - 3. Treasurer's Fiscal Assistants
  - 4. Assistant Treasurer
  - 5. Substitutes
  - 6. All Administrative Staff
  - 7. Technology/EMIS Coordinator
  - 8. District Food Service Manager

## C. <u>Management Rights</u>

- 1. The Union recognizes the Board as the duly elected representative of the people of the Chippewa Local School District (hereinafter referred to as "District") and as the employer of the school employees of the District. The Union further recognizes that the Board is responsible for the educational welfare of the youth of the District, that the Board reserves the right to all policy making for the District, and that the Board is the final authority in all matters pertaining to policy and fiscal matters involving the operation of the District.
- 2. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in

furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of the Agreement and Ohio Statutes; and only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Ohio and the rules and regulations promulgated by the Ohio State Board of Education and the Constitution and laws of the United States.

## D. No Lockout

The Board or its designee shall not lock out the members of the bargaining unit except for reason of public calamity during the term of this Agreement.

## E. <u>Union Security</u>

The Board or any of its department division heads, or supervisors will make no change in wages, fringe benefits, or other conditions covered by this Agreement which would affect the bargaining unit, without approval of the Union.

#### **ARTICLE II - NEGOTIATIONS PROCEDURE**

## A. Opening Negotiations

- 1. A written request for meetings will be submitted by the Union to the Superintendent or by the Superintendent to the President of the Union with a copy of the notice served upon SERB by the initiating party along with a copy of the existing collective bargaining Agreement. This request shall be submitted on or before the 90th calendar day prior to the expiration of this Agreement and negotiations shall start on or before the 60¹h calendar day prior to the expiration of this Agreement, unless otherwise agreed by the parties, in writing.
- 2. The subject matter to be considered will be specified in writing.
- 3. Each negotiating team shall be limited to five (5) persons. Neither party in any negotiations shall have control over the selection of the negotiating or bargaining representatives of the other party.
- 4. The parties may call upon additional professional and lay representatives to consider matters under discussion and to make suggestions.
- 5. Relevant data and supporting information, proposals, and counterproposals will be presented.
- 6. All negotiations shall be conducted in closed session, unless agreed otherwise by the parties.
- 7. During the period of negotiations, interim reports of progress may be made to the Union by its negotiations committee and to the Board by the Superintendent and/or the representative Board member.
- 8. Upon the request of either party, the negotiations meeting shall be recessed to permit the requesting party a reasonable time to caucus.
- 9. The first bargaining session shall be held for exchange of fully written proposals to be negotiated and shall establish dates for future bargaining sessions unless agreed otherwise by the parties. No new items shall be added during the bargaining period unless mutually agreed to by the Union and Board bargaining teams unless agreed otherwise by the parties in writing.
- 10. Periodic written progress reports may be issued to the public during negotiations or impasse provided that any such release shall have the prior approval of both parties.
- 11. No tape recorders or mechanical recording devices shall be permitted in any negotiations session.
- 12. Negotiation meetings shall not exceed three (3) hours in length, unless extended by mutual agreement.

## B. Agreement

- 1. As each item is tentatively agreed to, it shall be reduced to writing and initialed by a representative of each team. When total tentative agreement is reached through negotiations, the total outcome shall, within fifteen (15) calendar days, be submitted to the Union for formal approval. Following ratification by the Union, the Board shall act within fifteen (15) calendar days upon the total outcome. Any resulting agreement shall constitute modification of conflicting Board policy and shall be binding on both parties.
- 2. The Board shall be responsible for the typing of the final Negotiated Agreement. The signed Agreement shall be printed by the Union in sufficient quantity for all Union members, Administration and the Board within thirty (30) days of signing. The cost of printing will be approved, in advance, and equally split between the Board and the Union. Additional copies will be at the expense of the ordering party.

## C. <u>Disagreement</u>

The parties pledge themselves to negotiate in good faith, and in the event agreement is not reached, to utilize in good faith the impasse procedures set forth in this Article.

- 1. In the event agreement is not reached by the parties, the parties may mutually agree to request the use of mediation in an effort to reach an acceptable settlement. The negotiation teams shall request a mediator from the Federal Mediation and Conciliation Service ("FMCS") whose rules and regulations shall govern the mediation.
- 2. In the event there are costs and expenses for such service, the cost shall be shared equally by the Board and the Union.
- 3. This dispute resolution procedure is mutually agreed to by the parties under O.R.C. §4117.14(C)(1)(f) and is intended to supersede the procedures contained in O.R.C. §4117.14.

## ARTICLE III - PROFESSIONAL GRIEVANCE PROCEDURE

- A. The primary purpose of this statement of procedure is to secure at the lowest possible level equitable solutions to grievances, which may from time to time arise.
- B. A grievance shall be defined as any alleged violation of this Agreement which adversely affects a member of the staff and/or a group of staff members. It is understood and agreed that the Union may appeal grievances in the absence of a grievant. All grievances and the termination from employment are subject to the Arbitration Procedure in this Agreement and this Agreement specifically supersedes R.C. 3319.081(C).
- C. If a person does not file a grievance in writing (Level II) within thirty (30) calendar days after that person knew or should have known of the act or condition on which the grievance is based, the grievance will be considered waived.

## D. Level I - Informal

The grievant should discuss the problem with the person(s) involved and make an effort to resolve the problem. If no agreement is reached within six (6) work days, the grievant shall then put the complaint in writing. A copy shall be given to the person against whom the complaint is lodged. It then becomes a formal complaint. The grievant shall proceed to Level H.

## E. Level II - Written Grievance

The grievant lodges the grievance with the building principal and/or unit supervisor. After hearing both sides of the case and studying the written grievance, the building principal and/or unit supervisor shall, within six (6) work days of the Level II meeting, provide each party with a written statement of his/her decision. If the decision is not satisfactory to the grievant, he/she may appeal the decision in writing. A copy of the appeal shall be given to the other party and to his/her building principal.

## F. Level III - Formal

If a grievant feels the grievance has not been satisfactorily resolved at Level II, he/she must make a written appeal to the Superintendent within six (6) work days of the Level II decision. The Superintendent shall hear the evidence and render a judgment in writing within twelve (12) work days from the appeal.

## G. Level IV - Mediation

- 1. If the Level III decision is not satisfactory to the grievant, the grievant may request that the grievance be submitted to mediation (Level IV) with the FMCS by written communication through the Superintendent, with a copy to the Union President, within twelve (12) work days of the Level III decision.
- 2. The FMCS mediator (Level IV) shall have the right to schedule and conduct meetings as needed. The FMCS mediator shall not have the authority to issue any decision and/or bind either party to any resolution. Mediation discussions shall be

confidential and shall not be used by either party should the dispute not be resolved and is advanced to arbitration (Level V).

#### H. Level V - Arbitration

- 1. A grievance for binding arbitration is limited to any alleged violation of the written Negotiated Agreement between OAPSE and the Board. All grievances and the termination from employment are subject to the Arbitration Procedure in this Agreement and this Agreement specifically supersedes R.C. 3319.081(C).
- 2. If the aggrieved is not satisfied with the suggestion for resolution received in Level IV, he/she or the Union may within twelve (12) work days of the mediation make a written request to the Board and OAPSE that the grievance be submitted to binding arbitration.
- 3. The arbitrator shall be selected by the parties. The arbitrator shall be selected from a list of seven arbitrators provided by the American Arbitration Association, according to the alternate strike method. Either party has a right to request a second list of arbitrators. A time schedule should be decided by mutual agreement. The arbitrator shall hold such meetings as are necessary to make a fair and impartial ruling on the grievance as stated.
- 4. The ruling of the arbitrator shall be made in writing.
- 5. The cost of arbitration shall be borne by the losing party as determined by the arbitrator.
- 6. Any finding by an arbitrator that is found to be contrary to law is null and void.
- 7. This agreement of binding arbitration in no way forfeits any employee right under Level I through Level IV in any manner affecting his/her employment.
- 8. If OAPSE or the grievant fails to answer the grievance or appeal to the next level in the limits allowed the grievance shall be withdrawn. If the Board fails to answer in time, the grievance shall be considered settled in accordance with the resolution/remedy that was stated on the grievance from the grievant(s), unless a signed written extension is mutually agreed upon by the Board or its designee and the grievant/Union.

#### I. Miscellaneous

- 1. A grievance may be withdrawn at any level without prejudice or record.
- 2. Copies of all written decisions concerning a grievance shall be sent to all parties involved.
- 3. No reprisal shall be taken by or against any party of interest or any participants in the grievance procedure because of his/her participation.

- 4. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
- 5. The time limits at each level should be considered a maximum and every effort should be made to speed up the process. Time limits may be extended only by mutual written agreement.
- 6. Grievance forms will be provided.
- 7. Grievances are to be filed at the lowest possible level for which the person at that level has the power to resolve the grievance.
- 8. The grievant may be represented at any level by a representative of OAPSE.
- 9. The grievant shall not be docked for any time he/she is in grievance meetings or hearings Step 1 through IV if a meeting or hearing is scheduled during the grievant's regular work hours.
- 10. Work Days shall be defined as Monday Friday, excluding holidays and calamity days.
- 11. Calendar Days shall be defined as Monday Sunday, including holidays and calamity days.

# **ARTICLE IV - BOARD OF EDUCATION**

The Union agrees that all of the functions, rights, powers, responsibilities and authority of the Board in regard to the operation of its work and business and the direction of its workforce which the Board has not specifically abridged, deleted, granted or modified by the express written provisions of this Agreement, are, and shall remain, exclusively those of the Board.

## <u>ARTICLE V - SENIORITY SCHEDULES</u>

- A. The following definitions are for overall seniority and classification seniority:
  - 1. Overall seniority is an employee's original date of hire with Chippewa Local Schools in a position within the bargaining unit.
  - 2. Classification seniority is an employee's date he/she started in a specific classification as noted in Appendix A. Employees may have more than one Classification Seniority date due to job change(s) or because they have been contracted for two (2) separate jobs at the same time.
  - 3. Breaking Ties: If two (2) or more employees have an identical hiring date, the tie will be broken by the employee with the highest last four digits of their Social Security number shall be deemed the most senior. This shall only apply to employees hired after July 1, 2008.
- B. The Board will post seniority lists in the month of September in all departments showing the overall and the group seniority of each non-certified employee each school year and furnish a copy to the Chapter President. Classification Seniority shall run continuous in previously held positions for Reduction In Force for the bumping procedure. Current classification employees will be given greater consideration for lateral transfers and/or promotions for the bidding procedure. Others may compete after lateral transfers and promotions are exhausted.
- C. Employees who voluntarily leave employment with the District, who are non-renewed, and/or are discharged for just cause shall be considered as new employees for seniority and contract sequence purposes if again employed by the Board.
- D. Employees who have entered military service shall come under the re-employment provisions of the Selective Service and Training Act and the Veterans Promotion Agreement.
- E. Experience gained by working any job on a temporary basis shall not be counted as seniority on that job.

## <u>ARTICLE VI - POSTING JOB VACANCIES</u>

## A. Vacancies

- 1. All vacancies which the Superintendent, at his/her discretion, intends to fill within the classified staff represented by OAPSE will be posted including a brief description and salary range. Notices will be sent to the OAPSE President and to the Building Representative for posting. During the summer months all vacancy notices will be e-mailed to nine (9) and ten (10) month employees. If an employee prefers receiving such notice by standard mail, vacancy notices will be mailed to employees who notify the Board of this preference in writing prior to the end of the school year. Employees interested in applying for same will be responsible for submitting their application in writing to the Superintendent or designee within five (5) working days following the posting. All postings will be made within ten (10) working days after the Superintendent has determined that a vacancy exists and that he/she intends to fill the vacancy, or fifteen (15) working days during summer recess.
- 2. It is understood that the above provision is not intended to give the Superintendent the authority to fill vacancies with substitutes or temporary employees beyond forty-five (45) workdays instead of using bargaining unit employees, unless an extension is mutually agreed upon by the Superintendent and OAPSE President.

## B. Seniority, Work Record, Competency/Qualifications

The Chapter President will receive written notification of those people employed for posted positions.

## C. <u>New Positions</u>

Any vacancies which occur from a newly created position shall be posted within ten (10) days of the occurrence according to Article VI of this Agreement and shall be filled within fifteen (15) working days by this Article.

#### D. Temporary Positions

- 1. Any temporary position, including positions temporarily vacated due to leave of absence, exceeding sixty (60) days shall be posted for bid, unless an extension is mutually agreed upon by the Superintendent and OAPSE Local 445.
- 2. The position of a successful bidder need not be posted and may be filled by substitute employees. Once the temporary position no longer exists, the successful bidder shall return to his/her former position.

## E. <u>Seniority and Bidding</u>

Seniority shall accumulate from the date of employment and shall continue during all authorized leaves with or without pay. Group seniority for bidding purposes is the

employee's date he/she started in his/her current group, only (current — at time the vacancy is posted).

## F. <u>Breaking Seniority</u>

Seniority shall be broken and all rights of employment or reemployment terminated when an employee:

- 1. Quits or retires;
- 2. Is terminated or non-renewed; or
- 3. Exceeds an approved leave of absence.

#### G. Equal Qualifications

Employees may apply for any vacancy or newly created position in the School District. When a contracted employee applies for a vacancy, it is understood that if the employee is appointed/selected to the vacancy, the employee gives up his/her current position to accept the vacancy, unless the Board agrees otherwise. When, in the opinion of the Superintendent he/she finds all other considerations and the applicants' qualifications are relatively equal, an employee in the bargaining unit shall be appointed to any such vacancy.

When, in the opinion of the Superintendent he/she finds all other considerations and two (2) or more bargaining unit employee applicants' qualifications are relatively equal, he/she shall be considered in the following sequence:

- 1. Lateral transfer in a classification;
- 2. Promotion within a specific classification;
- 3. Transfer from other classifications.

In the case of sequence 1 or 2, the opening/vacancy shall be awarded by virtue of classification seniority in the employee's current group. If no one applies from sequence 1 or 2, sequence 3 will be awarded to the most senior employee (overall seniority) as defined in Article V(A)(1), meeting the qualifications of the posted position.

#### H. Probationary Period

If the Board determines that an employee awarded a job under this procedure is unable to perform satisfactorily the duties of the new job within a period of forty-five (45) working days, he/she will be returned to his/her previous position. During the same forty-five (45) day period, the employee may, if he/she elects, return to his/her former job. If the employer determines that the employee is unsatisfactory in the new position, notice and reasons will be submitted to the employee in writing by the employer with a copy to the Union.

## I. Transferred or Promoted Employees

Employees transferring or promoting shall be placed on their new salary schedule with their years with the overall system.

#### J. Dual/Secondary Positions

- 1. An employee whose regularly scheduled position is less than eight (8) hours per day may be eligible for an additional (secondary) position in another classification.
- 2. To be qualified for an additional (secondary) position, there can be no regularly occurring conflicts between the work hours of the two positions. If the work hours would ever conflict such that the employee could not report on time to his/her secondary position, the Superintendent/designee would have the authority to schedule employees to eliminate the conflict.
- 3. The combined hours of the primary and secondary positions may not be regularly scheduled for more than forty (40) hours per week.
- 4. To keep his/her Board-paid benefits, an employee who is hired for a secondary position must retain his/her primary contract position with the Board.
- 5. Employees currently in a secondary position will remain in those positions as long as the need for the position exists, funds are available, and the quality of work is satisfactory. If the position is no longer needed, the employee shall be able to bump the least senior employee in the same secondary classification.
- 6. Classification seniority in secondary positions will only be a factor when applicants within these positions are determined to be equally qualified.
- 7. An employee will start at Step 0 on the Salary Schedule in the Secondary Position.

#### **ARTICLE VII - LAYOFFS**

- A. If it becomes necessary to reduce the number of employees in a classification due to lack of work or lack of funds, or any other reason set forth in R.C. 3319.17, the following procedures will be followed.
  - 1. In the event of a Reduction in Force, the Board will not utilize temporary workers to supplant any employees affected by the layoff. Temporary workers will be used only to supplement duties in present job classifications.
  - 2. Affected employees will be given at least twenty (20) calendar days' notice prior to the reduction. Within the twenty (20) calendar day period, anyone choosing to bump must notify the Superintendent within three (3) work days of receiving their notice. Reduction in the affected classification shall be by the least senior employee(s) (using classification seniority).
  - 3. Any employee(s) being reduced may bump within their current classification or into a position that they previously held in a different classification providing they are still qualified. They may bump anyone holding a position that has less classification seniority than they have, with the same number of hours or closest to the same number of hours if the same is not available in their current classification or previously held classification/position.
  - 4. Classification Seniority shall run continuous in previously held positions for Reduction In Force for the bumping procedure.
  - 5. Anyone bumped may likewise be permitted to bump, first within their current classification, then in any previously held classification/position.

When a leave of absence is granted, an employee shall not lose his/her seniority rights. All leaves of absence shall be recorded at the Superintendent's office and copies of these records will be furnished to OAPSE, except that the term of the leave shall not be added to accumulated seniority.

- B. A regular employee under contract upon being laid-off due to the reduction in force, must leave his/her address with the Superintendent's office and in the event of recall the Superintendent's office shall notify each such employee when similar work is available. Notice will be sent to last known address. All employees laid-off must be called back in accordance with their classification seniority. This also applies to recalls within the whole system. After the bidding process for vacant positions is exhausted, the unfilled vacancies shall be offered to all laid off employees, if qualified. The recall right is for two (2) calendar years and failure of the employee to respond to the recall notice within fourteen (14) calendar days when notified shall void all employees rights for reemployment.
- C. The service records of any employee working under this Agreement may be checked by the OAPSE President, Vice President or Chairman of the negotiating committee, with approval of the employee.

## **ARTICLE VIII - TIME OFF FOR OAPSE BUSINESS**

- A. Officers or elected representatives shall be permitted time off when required to attend the annual OAPSE convention and other meetings as approved by the Administration. Such notice shall set forth the time and date which the employees must be off duty. Not more than two (2) people shall be excused at any one time by the Board for the time taken off to attend the approved meetings. The pay of the employee will not be docked for attendance at the convention. A personal day may be taken for attendance at approved meetings. Except as otherwise provided herein, employees will not be paid to conduct other OAPSE business, such as negotiations or union meetings. If it is necessary to schedule a union meeting during the OAPSE President's shift, the OAPSE President shall be paid for up to three (3) union meetings of no more than two (2) hours each per school year. Payment for union meetings does not include negotiation meetings between the OAPSE and Board bargaining teams. Time may be made up as approved by the supervisor.
- B. Any employee scheduled to work during the same time as an OAPSE meeting may attend said meeting. However, they must make up the time they are off work due to the meeting. The employee must notify a supervisor in advance of the request for change in working hours.
- C. An employee who has been elected or appointed as a full-time OAPSE representative and who is covered by this Agreement, may apply for an extended leave of absence exceeding three (3) calendar months, but not more than one (1) calendar year in order to engage in any work pertaining to the business of OAPSE. Such leave will be granted, provided however, that not more than one (1) employee will be granted such extended leave of absence and further provided that the Board is given ninety (90) days written notice of such request. An employee shall not be eligible for an extended leave of absence until he/she has completed one (1) full year of continuous service. Seniority shall accumulate for an employee when on leave-of-absence service as a full-time representative of OAPSE. Such leave of absence is without pay or expense.

#### **ARTICLE IX - OVERTIME**

- A. Any employee working over forty (40) hours in one week shall be paid at the rate of one and one-half (1.5) times the rate of the classification or duty that places them beyond the forty (40) hour threshold.
- B. Full time regular employees (eight (8) hour) shall be paid at the rate of one and one-half (1.5) for all hours in paid status eight (8) hours in one (1) day or over forty (40) hours in one (1) week.
- C. Unit members shall be guaranteed a minimum of one (1) hour's pay for all overtime and shall be compensated at the rate of one and one-half (1.5) their regular rate of pay.
- D. All overtime shall be approved through the Superintendent's or Treasurer's office, or by the employee's supervisor, before it is worked. All overtime worked shall be indicated in a separate area on each paycheck.
- E. In arranging any addition to the work schedule and overtime work, preference shall be given to employees in the particular classification, starting with full-time employees, to be followed by part-time employees, then substitute employees, then to any source available.

## F. Food Service

- 1. All cafeteria workers working for extra time outside of their classification-shall be paid overtime if required to work more than forty (40) hours in one (1) week. Cafeteria workers working in their classification shall be paid overtime if required to work more than eight (8) hours in one day or forty (40) hours in one (1) week.
- 2. The Food Service Manager shall have one (1) helper the day before school opening and the day after school closing. Any additional personnel must be approved by the Superintendent.

## G. Custodial

- 1. For the purposes of the distribution of overtime only, overtime in each of the buildings shall be offered to those custodians in order of seniority at that building in which the overtime will occur on a continuous rotating basis, unless easily covered by an extension of a current shift. If the same building custodians refuse the offer of overtime, the overtime work shall be offered to all remaining bargaining unit custodians in order of seniority.
- 2. The maintenance/custodian position shift may be changed by the Superintendent to alleviate overtime needs.

# **ARTICLE X - NEW JOBS**

- A. It is recognized that changing conditions may require the establishment of new jobs not in existence at the time this Agreement was executed. OAPSE shall be given written notification of the newly created position along with a job description, rate of pay, and qualifications. During a trial period not to exceed thirty (30) days, OAPSE may file a complaint, alleging an inequity with respect to any such qualifications or wage rate. If a complaint is not filed within the thirty (30) day period, the rate, job description and qualifications shall be considered satisfactory.
- B. When an employee is required to work another job paying a higher rate, he/she will receive that rate for such job after working in the position for five (5) consecutive workdays.
- C. In making temporary assignments of employees to other than their regular work, if an employee objects to taking the assignment, the supervisor may assign another person and discuss the matter with a representative from OAPSE before requiring the employee to take the assignment. However, if there is not sufficient time for such discussion, the employee will accept the assignment and the discussion with the OAPSE representative will be held as soon as possible.

## **ARTICLE XI - PREMIUM PAY**

- A. Any employee called in for emergency work outside of his/her regular hours shall receive a minimum of one (1) hour's pay.
- B. All full-time employees working at night shall receive a Sixty Cents (\$.60) per hour night bonus.
- C. Nine (9) month employees may be permitted to receive pay for their regularly scheduled hours on a twenty-four (24) pay plan by choice of the employees provided notice is given to the Treasurer's office by August 1. All employees desiring to participate in the health insurance plan will be required to be paid over twenty-four (24) pays. The Board may require all employees to receive their paychecks via direct deposit and/or their check stub information via electronic correspondence (email) twice per month. The Board will make available email addresses to all employees.

#### D. Severance

The Board shall pay to each employee retiring with ten (10) years active service in the Chippewa Local School System twenty-five percent (25%) of remaining sick leave days at the retiree's per diem rate on the date of actual retirement with a maximum payment of seventy-five (75) days effective 7/1/20. An employee shall be eligible for payment upon the date of approval by the School Employees Retirement System (SERS) for retirement. Employees eligible for retirement shall have the option of retiring on May 31 upon prior notification to the Board and completion of all record keeping and other duties as assigned by their Supervisor. Employees who notify the Board of their impending retirement at the conclusion of that school year by no later than March 1 of that same year, will receive a bonus payment of five hundred dollars (\$500.00).

Cash Option: One (1) lump sum payment will be made to the employee no later than December 31, of the year of retirement, which voids all sick leave.

Annuity Option: The Board will permit the retiring employees to make an elective deferral from the Board's 403(b) plan and salary reduction contribution to the Board's 457(b) plan from the unused sick leave payment provided, as required under paragraph one (1), that one (1) lump sum payment is made to the annuity provider by the end of the calendar year in which retirement occurred, which voids all sick leave. Each retiring employee making those deferrals or contributions must complete a salary reduction agreement (SRA) in accordance with IRS requirements prior to the unused sick leave payment subject to the maximum limits permitted in that year (\$19,500 in 2020 to each plan, plus \$6,500 for those retirees age 50+, plus the 15+ year of service additional limit of \$3,000 for the 403(b) plan only). Notification of the SRA must be sent to the Finance Office at least 30 days prior to the retirement date.

The employee may elect, in writing, a combination of the two options above, with the understanding that the annuity provider(s) and the employee will only each receive one (1) lump sum payment each, the total of which voids all sick leave. All payments will be made

in the year of retirement, by December 31. Employee election due into the Finance Office at least 30 days prior to the retirement date.

The making of the post-employment contributions in the manner described above conforms with the Internal Revenue Regulations set forth in IRC 1-415(c)(2).

## **ARTICLE XII - SAFETY AND WELFARE**

#### A. <u>Physicals</u>

The Board shall assume the cost of the required physical examination, hearing test, and x-ray for each of the bus drivers each year before school starts. The driver shall report to the doctor, at the appointed time and place as designated by the Administration. The administration and employee shall make an appointment time by mutual agreement at least thirty (30) days prior to the scheduled appointment. Failure to attend the appointment will make the driver responsible for any cost. The Board will pay for the full cost of the physical directly to the provider for those who attend on the appointed time and place designated by the Administration.

## B. Occupational Injury

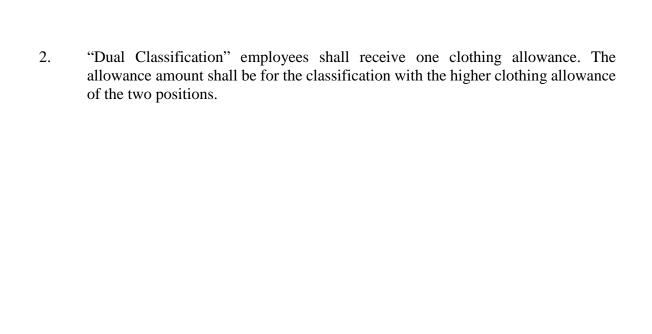
- 1. Any employee who sustains an occupational injury during the course of employment, who is unable to continue on his/her regular job, but does not lose any time from work, and it is determined feasible by his/her doctor that he/she be temporarily transferred to light work or other suitable work for a short period of time, that such transfer will be without a reduction on his/her regular rate. Such temporary assignments shall be limited to a period of thirty (30) calendar days.
- 2. The Board will continue to pay all insurance costs for any employee injured on the job and receiving workers' compensation for a maximum of three (3) months for nine (9) and ten (10) month employees and four (4) months for eleven (11) and twelve (12) month employees. Exception: Unsafe work practice defined as the misuse or failure to use appropriate equipment.

## C. Uniforms

1. The Board shall provide an allowance for uniforms (style and color of shirts, pants and shoes as approved by the Superintendent) not to exceed the total per school year for the following job positions listed below:

Lead Janitor	\$200
Janitor	\$200
Maintenance Worker	\$225
Assistant Maintenance/Custodian	\$225
Cafeteria Worker	\$175
Assistant Mechanic	\$225
Mechanic	\$600
Lawns/Groundskeeper	\$200
Bus Driver	\$125

The employee can use the amount for uniforms, coveralls, and/or shoes per school year. Requisition must be submitted prior to purchase. No reimbursements. Items for which the Board pays may only be worn for work purposes.



# **ARTICLE XIII - BULLETIN BOARDS**

The Board will provide space for a bulletin board at each building and at the bus garage for the posting of notices pertaining to OAPSE and its members. Notices posted other than notices of meetings will be subject to the approval of the Administration.

#### **ARTICLE XIV - VACATIONS**

- A. All bargaining unit members that transfer/bid to a position where they are eligible for vacation shall be credited with their continuous service from their original date of hire in a position that was eligible for vacation for calculating amount of weeks of vacation.
- B. A vacation of two (2) weeks will be granted to each regular full-time eleven (11) and twelve (12) month employee with one (1) year but less than six (6) years continuous service on the employee's anniversary date each year.
- C. A vacation of three (3) weeks will be granted to each regular full-time eleven (11) and twelve (12) month employee who has at least six (6) but less than thirteen (13) years of continuous service on the employee's anniversary date each year.
- D. A vacation of four (4) weeks will be granted to each regular full-time eleven (11) and twelve (12) month employee who has thirteen (13) years or more of continuous service on the employee's anniversary date each year, except that employees hired after July 1, 2011, are not eligible for four (4) weeks of vacation until attaining fifteen (15) years of continuous service.
- E. When an employee has earned vacation time, the employee shall be permitted to take one (1) week during the school year, except that only one (1) employee may be off at the same time while school is in session. No employee may take vacation during the first week of the school year unless approved by the Superintendent. Vacations are scheduled and approved on the basis of seniority if such request is received six months prior to the requested date of use. Otherwise, vacation requests are scheduled and approved on a first come, first served basis. Janitors may take up to two (2) weeks off during the school year provided a substitute is available; no more than one may be off per building at the same time. In addition, any employee with at least two weeks of vacation may take one (1) week of vacation a day at a time with approval of the Superintendent. The employee must provide written notice at least five (5) days before the day the employee wishes to take the day of vacation.
- F. Employees are granted vacation days based on items B, C and D above and may not roll over vacation time from year to year outside of the following exceptions:
  - 1. Up to five (5) unused vacation days can be rolled over from the current year to the following year on the employee's anniversary date.
  - 2. Employees who have earned four (4) weeks of vacation per year can elect to be paid out for either one or two weeks of vacation per year, in full week increments, upon the written request of the employee submitted to the Superintendent and the Treasurer at least 14 calendar days prior to their anniversary date each year.
  - 3. If vacation is neither paid out nor rolled over, all accumulated vacation must be used by the employee's anniversary date of each year or it will be forfeited.

#### **ARTICLE XV - INSURANCE**

- A. Effective on the signing of this Agreement the Board agrees to provide a policy of group insurance including medical, prescription, dental and vision coverage for eligible employees and their qualifying dependents who elect such coverage equal to those provided to members of the Chippewa Education Association. An electronic copy of the complete benefit plan will be provided to all employees upon the signing of this Agreement as well as made available on the District intranet site. Copies of the applicable plan summaries, as may be amended from time-to-time, are attached to this Agreement at Appendices C-E.
  - 1. For all members of the bargaining unit working a contract of six (6) hours or more per day, the Board shall pay eighty five percent (85%) of the premium for either single or family coverage but not both as provided to members of the Chippewa Education Association at the selection of the employee for the Network benefit plan provided herein for prescription and vision coverage. The employee shall pay fifteen percent (15%) of the premium.
  - 2. For all members of the bargaining unit working a contract six (6) hours or more per day, the Board shall pay eighty-six and one-half percent (86.5%) of the premium for either single or family coverage but not both as provided to members of the Chippewa Education Association at the selection of the employee for the Network benefit plan provided herein for medical coverage. The employee shall pay thirteen and one-half percent (13.5%) of the premium.
  - 3. For all members of the bargaining unit working a contract of 4 hours/day up to 5.9 hours/day, the Board shall pay zero percent (0%) of the premium for single or family coverage at the selection of the employee for the Network benefit plan provided herein for medical, prescription, and vision coverage. The employee will pay the premium at one hundred percent (100%).
  - 4. For all non-bus driver members of the bargaining unit working a contract of four (4) hours or more per day, the Board shall pay eighty five percent (85%) of the premium for either single or family coverage but not both as provided to members of the Chippewa Education Association at the selection of the employee for the Network benefit plan provided herein for dental coverage. The employee shall pay fifteen percent (15%) of the premium.
  - 5. For all bus driver members of the bargaining unit working a contract of three and one half (3.5) hours or more per day, the Board shall pay eighty five percent (85%) of the premium for either single or family coverage but not both as provided to members of the Chippewa Education Association at the selection of the employee for the Network benefit plan provided herein for dental coverage. The employee shall pay fifteen percent (15%) of the premium.
  - 6. If both spouses are employed by the Board they are entitled to one (1) family plan if they have dependent children covered by the plan. If there are no dependent

children on the plan, the spouses are entitled to one family plan or two single plans, whichever is less expensive for the Board.

- B. Effective on the signing of this Agreement, the Board agrees to provide a policy of life insurance as described below.
  - 1. For all regular full-time employees working a contract of six (6) hours or more per day, the Board will pay 100% of the premium for Thirty Thousand dollars (\$30,000) of coverage.
  - 2. For all regular full-time employees working a contract of four (4) hours or more per day up to 5.9 hours/day, the Board will pay 100% of the premium for Fifteen Thousand dollars (\$15,000) of coverage.

# C. <u>Spousal Surcharge</u>

- 1. All employees electing family insurance coverage are subject to the Spousal Surcharge of Six Hundred Dollars and Zero Cents (\$600.00) annually.
- 2. The Spousal Surcharge will be assessed to cover all spouses that are employed full-time (i.e., six (6) hours or more per day) and are eligible for medical/prescription coverage through their employer. The surcharge is specific to medical/prescription coverage; *dental & vision coverages are excluded*.
- 3. The Spousal Surcharge is not applicable if both spouses work full-time (i.e., six (6) hours or more per day) for the Chippewa Local Schools.
- 4. To claim exemption from the Spousal Surcharge due to a spouse not being employed full-time or not eligible for medical/prescription coverage through their employer, a letter must be submitted to the Finance Office by June 30 of each year. The letter must come from the employer, be printed on their company letterhead, be signed and dated by an HR administrator or other administrator that can confirm benefits and include a phone number that we can use to confirm the accuracy of the information.
- D. In addition, employees who were working for the Chippewa Local School District during the 2006-07 school year, and were employed during the life of this contract and were covered by the insurance plan in force during the 2006-07 school year, will be able to purchase insurance at the same rate of premium sharing.

For those employees employed and made eligible after 7/1/06, the employee will pay for the individual or family premium at the prorated percentages below based on the contracted hours per day.

4 hours/day to 5.9 hours/day

100.00%

## **ARTICLE XVI - HOLIDAYS**

## A. <u>Holidays</u>

- 1. All eleven (11) and twelve (12) month employees shall receive twelve (12) paid holidays per year:
  - a. New Years Day
  - b. Martin Luther King Day
  - c. Memorial Day
  - d. Juneteenth
  - e. Independence Day
  - f. Labor Day
  - g. Thanksgiving Day
  - h. Day after Thanksgiving
  - i. Christmas Day
  - j. Good Friday
  - k. Christmas Eve Day
  - 1. New Years Eve Day
- 2. All regular non-teaching school employees are entitled to a minimum of the following holidays for which they shall be paid their regular rate of pay provided each such employee actually worked or accrued earnings or was properly excused on his/her next preceding and his/her next following scheduled work day before and after such holiday.
  - a. New Years Day
  - b. Martin Luther King Day
  - c. Memorial Day
  - d. Labor Day
  - e. Thanksgiving Day
  - f. Christmas Day

## B. <u>Calamity Days</u>

- 1. During calamity days, employees may be required to work as directed by the Superintendent. On such days the employee shall be paid time and one-half (11/2) his/her regular rate of pay for all hours worked.
- 2. Employees will not be paid additional compensation on make-up days unless he or she has worked the calamity day.
- 3. Twelve month employees shall work their regular scheduled shift at their regular scheduled rate of pay after the fifth (5<sup>th</sup>) calamity day. Shift changes are possible on calamity days with supervisor and employee agreement.

## **ARTICLE XVII - LEAVES OF ABSENCE**

## A. Sick Leave

- 1. Accumulated Sick Days: Classified employees in the Chippewa Local School District accumulate sick leave at the rate of one and one-fourth (1-1/4) days per month to a maximum of three hundred (300) days.
- 2. The Board of Education shall allow its full-time employees an advance of five (5) days of sick leave which has not yet actually been earned.
- 3. Sick Leave shall be granted to each non-certified employee for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others and illness or death in the employee's immediate family. Sick leave may also be used to attend the funeral of an employee's aunt or uncle or the funeral of the aunt or uncle of the employee's spouse for a maximum of two (2) days. A doctor's note/release will be required for any consecutive sick days beyond three (3).
- 4. Immediate family, for the purpose of this Agreement, shall be defined as father, mother, brother, sister, son, daughter, husband, wife, grandfather, grandmother, grandchildren, father/mother-in-law, son/daughter-in-law, brother/sister-in-law, legal guardian or foster or stepchildren, stepparents or any relative living under the same roof as the employee.
- 5. Any unused personal leave days shall be added to the employee's accumulated sick leave, but not to exceed the maximum allowable under this Section.

## B. <u>Personal Days</u>

- 1. Each employee shall be entitled to three (3) days of personal leave per school year with pay, however, no employee will be permitted to utilize such leave time to extend a holiday, or on the first week of school or last day of school, unless written permission is given by the Superintendent or his/her designee. Employees will be able to extend one (1) holiday by one (1) day of personal leave time per school year. No more than ten percent (10%) of the non-teaching employees in any building in the District may be on personal leave at the same time unless written permissions is given by the Superintendent or his/her designee. Fractions shall be rounded up to the next whole number of employees (i.e., 10% of 15 = 1.5 rounded to 2).
- 2. Notice of intent to use personal leave shall be filed at least forty-eight (48) hours prior to the intended date of use, except in emergency situations. In cases of emergencies, the form shall be completed upon return of the employee.

## C. <u>Jury Duty Leave</u>

1. When a regular employee covered by this agreement serves as a juror during days when he/she is scheduled to work, he/she shall be paid by the Board the difference

between his pay as a juror and a full day's pay at his/her regular rate for each day so served, and which will include the interview date when properly verified. Employees excused as provided for above shall be excused from work for the entire workday and shall not be asked to report for work any part of the day during any excused absence.

2. To qualify for above jury duty pay, the employee must upon receipt of notice, immediately notify his supervisor or the Superintendent's office that he/she has received a jury summons.

## D. <u>Professional and Medical Leave</u>

Upon written request the Board of Education may grant a leave of absence for a period of not more than two (2) years for educational or professional purposes and shall grant such leaves where illness or other disability is the reason for the request. Leave will not be granted for gainful employment.

## E. Assault Leave

- 1. A member of the bargaining unit who is absent due to disability resulting from an unprovoked attack upon said member which assault occurs in the course of said member's employment will be granted up to twenty (20) working days assault leave.
- 2. Assault leave will not be granted under this policy unless the employee in question:
  - a. Has a signed, written statement providing reasonable justification for the granting and use of assault leave.
  - b. Provides a certificate from a licensed physician stating the nature and duration of the disability and the necessity of absence from regular employment.

#### F. Maternity/Paternity/Adoption Leave

#### 1. Notification

- a. An employee who is entitled to the Maternity/Paternity/Adoption Leave must notify the Superintendent in writing at least thirty (30) calendar days before the commencement of the leave. In an emergency situation, the employee shall notify the Superintendent as far in advance as possible.
- b. The duration of said leave shall be for the remainder of the school year or semester or for an entire school year.
- c. Any employee on Maternity/Paternity/Adoption Leave upon written request shall be reinstated at the beginning of a school year, or at the semester. This written notification shall be given to the Superintendent prior to July 10.

- 2. A classified employee who is pregnant shall be entitled upon written request to an unpaid leave of absence not to exceed one (1) year. An employee who is pregnant may continue in active employment as late into her pregnancy as she desires.
- 3. A male employee will be entitled upon written request to a leave of absence for one (1) year between the time of the birth of a child to his wife and one (1) year thereafter.
- 4. A classified employee adopting a child will be entitled upon written request to a leave to commence at any time during the first year after receiving de facto custody of said child, or prior to receiving such custody, if necessary in order to fulfill the requirements for adoption. The leave is not to exceed a total of one (1) year.
- 5. All insurance coverage(s) shall be continued for those who are on such leave upon payment of the total premium(s) (100%) by the employee. Said premium(s) will be payable by the fifteenth day of each preceding month to the office of the Treasurer.

## G. Return from Leave

All authorized Professional and Medical Leaves, Assault Leaves, and Maternity/Paternity/Adoption Leaves shall not constitute a break in the employee's continuous service with the Board. Employees on such leave shall continue to accrue seniority and shall be credited with such upon return to active employment. Upon return to work from such an approved leave, the employee shall be assigned to the same position or a comparable position within the employee's classification held prior to the leave.

## H. Obtaining Substitutes

Employees shall not be responsible for obtaining substitutes when they take any form of leave of absence described in Article XVII.

## **ARTICLE XVIII - PAYROLL DEDUCTIONS**

- A. The Board shall deduct the periodic dues, initiation fees, and assessments of Union members, Voluntary Public Employees Organized for Political Legislative Equality (P.E.O.P.L.E.) deductions. Such payroll deduction of dues, etc. shall be made equally from all pays starting with the first pay in September, if the Union Treasurer submits the names and amount to be deducted for each person not later than the first week of September of each year along with signed authorization cards from the members and copies of Union notification letters to each non-member. The Board agrees to deduct from the wages of employees for the payment of dues to the Ohio Association of Public School Employees (OAPSE) and the Chapter upon presentation of a written authorization individually executed by an employee together with written certification of the amount of dues and the collection period if submitted after September 15. Any new and/or employee wishing to join the Union shall submit a Union application to the OAPSE Local 445 President. Dues deductions shall begin upon receipt of an OAPSE/AFSCME Membership Application by the employee in accordance with this Article.
- B. Bargaining unit members who do not elect to become members of the Union within sixty (60) days following his/her initial day of actual work, shall not be required to pay the Union the fair share fee.

## C. <u>Union Membership</u>

- 1. The Parties shall fully comply with the ruling in the case of *Janus v. American Federation of State, County, and Municipal Employees, Council 31, No. 16-1466,* 585 U.S. \_\_\_\_ (June 27, 2018) and applicable laws. In the event the law arising from *Janus* changes in order to allow the collection of fair share fees, the Board and Union agree that fair share fee provisions agreed upon by the Board and Union in effect on June 27, 2018, shall be in effect and serve as then-current contract language for this Agreement.
- 2. Payroll deduction authorization for membership shall be irrevocable, except that authorization for membership may be withdrawn if submitted during a period indicated on the employee's OAPSE/AFSCME Membership Application on file. Written Notice to OAPSE shall be served upon the OAPSE State Treasurer and sent to the following address: OAPSE State Treasurer, Ohio Association of Public School Employees, 6805 Oak Creek Drive, Columbus, Ohio 43229.
- 3. The Board shall have absolutely no involvement in whether a bargaining unit member becomes and/or remains a member of the Union.
- 4. The Union shall submit to the Board Treasurer a list of bargaining unit members requesting standard or continuing payroll deductions for membership in the Union on or before September 15. For newly employed bargaining unit members, the Union shall submit to the Board Treasurer a copy of the employee's Union Membership Application.

- 5. Union dues and/or fees and payroll deductions for any school year shall be determined by the Union.
- 6. The Union shall defend, indemnify, and hold harmless the Board, as well as its officers, officials, agents, employees, and servants, in any action whether in law or equity arising from the execution of the dues provisions of this Agreement provided that the Board acted in good faith compliance with the deduction provisions of this Agreement. However, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply or misapply the deduction provisions of this Agreement. The Board agrees to give full cooperation and assistance to the Union and its affiliates and counsel at all levels of any legal proceeding.
- D. The deductions shall be made equally in eighteen (18) deductions starting in September of each year and ending in May.
- E. The Treasurer of the School District shall forward to the OAPSE State Treasurer, the amount deducted for State dues along with a complete description and a copy sent to the local chapter treasurer.

## **ARTICLE XIX - TRANSPORTATION**

## A. Extra Trips

- 1. The names of contracted drivers full, half time, or HANDICAP shall be posted on the trip board at the bus garage in order of seniority. Drivers shall have the opportunity to sign up for an extra trip on a rotating seniority basis. Trips will begin each year with the most senior driver and only if their name is found on the trip board. Trips will be offered to the next most senior driver on the trip board on a rotating basis. In the case that the next most senior driver on the trip board refuses the trip that is offered, then that trip will be offered to ALL drivers and shall be awarded to the MOST senior driver that signs up for the trip.
- 2. Trips shall be posted in numerical order by Noon on Thursday of the preceding week and awarded on Friday afternoon by the Transportation Supervisor/designee. If a trip comes in to the bus garage with less than 72 hours but more than 24 hours' notice and school will not be in session, an attempt to contact drivers via telephone beginning with the next most senior driver on the seniority rotation list shall be made. The Transportation Supervisor will allow twenty (20) minutes to make contact with/hear from a driver before moving on to the next most senior driver on the list. If a trip comes in with less than 24 hours' notice, it can be given to any available contracted driver or assigned to any substitute driver.
- 3. If no driver signs up for an extra trip, the supervisor has the option of using a substitute.
- 4. Trips that leave between 2:00 p.m. and 4:15 p.m. will not be placed on the trip board and will be assigned to available substitute drivers. Trips leaving before 8:30 a.m. are excluded from the trip board.
- 5. Driver Rate (effective July 1, 2023): Drivers shall be paid their regular hourly rate of pay for up to the first two (2) hours. For any trip exceeding two (2) hours, the driver will receive Seventeen Dollars and Fifty Cents (\$17.50) an hour for all other hours after the first two (2).
- 6. Bus drivers are permitted to come off of their regular route in order to take a trip of four and one-half (4½) hours or more provided a substitute driver is available.
- B. The supervisor will be responsible for providing extra trip tickets to the drivers of each bus on the trip, at the time of departure from the bus garage. Two trip tickets will be provided for any extra trip where the duties are to be divided for notification purposes (i.e., A-drop off, B-pick up).
- C. When payment is made to drivers for extra trips, the check stub will include the trip ticket number.
- D. The transportation supervisor shall be responsible for keeping all drivers informed as to all rules and law changes as per: The Pupil Transportation Laws of Ohio.

- E. All drivers will be paid "as needed." (As needed is defined as actual drive time plus pretrip inspection time.)
- F. Prior to the end of each school year, drivers who are interested in extra-duty summer work involving transportation (e.g., bus cleaning, repair trips, extracurricular trips) shall so indicate by placing their names on a summer work roster. Any work assignments shall be offered to drivers on the roster in order of seniority on a rotating basis with most senior asked first for all assignments. If the most senior driver refuses the work assignment it shall be offered to the next most senior driver and continue until the next most senior driver on the list accepts the work. The assignments will not be rotated among the employees signed on the list and the work shall first be offered to the most senior employee for each assignment. The summer work schedule shall begin the day after school ends and end the day before school starts each year. All extra work shall be offered on a seniority rotation basis beginning with the most senior driver.
- G. Extra job assignments, other than posted extra trips, in the transportation area, that are made during the school year shall be offered to available regular drivers in order of seniority (most senior first) before being offered to substitutes. However, when a bus is being transported for repair, either a driver or mechanic will transport the bus to and from its destination.
- H. When a regular driver is present to drive his/her regular assigned route, he/she shall not be moved from his/her route to drive another route. If no substitute drivers are available, a van driver with a CDL may be moved from his/her route to drive another route. This will be implemented in reverse order of seniority.
- I. The Board and the employees of the District will comply with alcohol and drug testing requirements in accordance with R.C. 3319.081 and applicable laws. The Board will post the relevant section of the law and policies regarding drug testing in the bus garage. Employees chosen for drug testing will receive two hours wages for the time needed at the "down time" rate. (Article XIX(A)(5))
- J. Contact between the Transportation Supervisor and bus drivers, when not in person, will be by phone, text, or radio. Messages will not be left on the District's answering machine for the District Transportation Supervisor. If a bus driver is not able to report for duty, the driver must notify the Transportation Supervisor by phone at least one and three quarters (1-3/4) hours prior to the scheduled start time.
- K. If a driver receives a ticket for a moving violation, the driver must report this to the Transportation Supervisor within forty-eight (48) hours of receiving the ticket.
- L. If a bus route changes by more than forty-five (45) minutes it will be posted for bidding.

## ARTICLE XX - EXTENDED SUMMER EMPLOYMENT

- A. Extended School Year All employees in assigned classifications who are requested to work additional days in their area of classification. Salary: Same as they would be on present contract.
- B. Casual Summer Help Employees who are requested to work in areas outside of their classification are to fill in for vacation days or to handle additional summer duties.
- C. Members of OAPSE who wish to work in casual summer help must place their name on a list by April 30th of each year for possible summer employment. Summer work categories will be posted and paid at Step 0 of Janitor Classification (effective November 18, 2019).

### **ARTICLE XXI - SPECIAL ISSUES**

### A. Special Training

If at any time any job in the District covered by this agreement requires special schooling, recertification, testing or training, the Board will reimburse up to a maximum of one hundred twenty-five dollars (\$125.00) to the employee per school year. All time required to complete District and/or State mandated training for the employee's current position, when time is not provided during the work day, besides background checks, shall be paid for by the Board at the employee's regular hourly rate of pay. If time to complete the mandated training is unavailable during the work day, the employee shall be permitted to complete the training on their own time at their regular hourly rate of pay. If the employee leaves the District within two (2) years of the Board's payment (for reasons other than retirement or disability) the employee will be required to reimburse the Board for this cost.

### B. Boiler's License

All employees holding a low-pressure boiler operator's license shall be paid an additional One Hundred Fifty Dollars (\$150.00) per year if the license is required for the position.

### C. Professional Workshops

- 1. In the event an employee wishes to attend a professional workshop, clinic, convention, a two (2) day absence per school year will be granted by the Board without loss of pay.
- 2. In cases of requests involving expenses to be paid (in addition to substitute pay) or additional days, approval must be obtained from the Board.
- 3. No more than two (2) employees will be permitted to attend the same conference without Board approval.
- 4. Requests for attendance at professional meetings shall be submitted on the proper form to the building Principal for approval. No employee's request will be denied except for bona fide business reasons, scheduling conflicts, etc.
- D. The Board will pay for the cost of obtaining a required background check for employees (no more frequently than once every four (4) years).
- E. Any bargaining unit member who has obtained an Associate's degree or higher shall receive the following additional financial compensation:

Full-time employees \$300 per term of collective bargaining agreement Part-time employees \$150 per term of collective bargaining agreement

Proof of such degree shall be submitted to the Treasurer's Office. Payment shall be made to the employee during the second pay check in June at the end of the term of the collective bargaining agreement.

### **ARTICLE XXII - JOB DESCRIPTION**

- A. All employees in the bargaining unit shall be furnished with a copy of their job description at the time of their employment.
- B. Changes to or enactment of job descriptions will be discussed with the Union who shall have the opportunity to bargain in the areas which affect wages, hours and terms and conditions of employment.

### **ARTICLE XXIII - DISCIPLINARY PROCEDURE**

- A. The Board has a right to discipline an employee for just cause. If the employee objects, he/she may request a hearing in writing. The employee may have an Association representative of his/her choice present if he/she so requests. The employee shall be given a written statement containing the charges and the time and place of the hearing. The hearing shall be held within five (5) working days of the receipt of the written request for a hearing. The employee must sign the statement acknowledging receipt of the statement and the date received. Any disciplinary action may be appealed directly to level three (3) of the grievance procedure. The parties further agree that discipline should be corrective in nature. The parties agree that some instances may be so severe that they may warrant the immediate termination of an employee.
- B. All grievances and the termination from employment are subject to the Arbitration Procedure in this Agreement and this Agreement specifically supersedes R.C. 3319.081(C). All discipline that is more than forty-eight (48) months old shall not be considered in the application of corrective discipline.

### **ARTICLE XXIV - STUDENT TUITION WAIVER**

- A. For open enrollment purposes, the Board will give priority to children of all employees in the bargaining unit to the extent permitted by law.
- B. To the extent there is no open enrollment, a child whose parent is an employee of the Board will be admitted to the Chippewa Local Schools to the extent permitted by R.C. 3313.64(F)(8).

### **ARTICLE XXV - WAGE RATE SCHEDULES**

A. Salary Schedules shall be calculated to include the following:

### SCHOOL YEAR INCREASE ON THE BASE SALARY

2023-2024: 3.5% + step progression

2024-2025: 2.75% + step progression

2025-2026: 2.75% + step progression

B. Effective July 1, 2023 the salary schedule for the classification of "Lawn & Grounds" shall be modified to reflect the same salary schedule as the Assistant Maintenance classification.

### **ARTICLE XXVI - UNION RIGHTS**

- A. The Union shall have the right to use the inter-school mail/email for the purpose of communicating with bargaining unit members.
- B. The Union shall have the right to hold meetings on school property at no charge to the Union.
- C. The Union President shall be provided with notices of Board Meetings, copies of that meeting's agenda, and copies of the Board's Minutes at no charge.
- D. If neither party proposed a change to an Article or Section during negotiations, it will be understood and agreed that the language shall remain unchanged.

### **ARTICLE XXVII - PERSONNEL FILES**

- A. An employee shall have the right to review the contents of his/her personnel file upon reasonable request.
- B. Each employee shall have a copy of any material placed in his/her personnel file except confidential employment information. Each employee shall have thirty (30) days after the receipt of a copy of the material to be placed in his/her file to attach any statement or response to the material. An employee shall have the right to file a rebuttal of one hundred (100) words or less to dispute information in his/her file, which shall be attached to such disputed information.

# ARTICLE XXVIII - SEQUENCE OF LIMITED CONTRACTS AND PROBATIONARY PERIOD

- A. Except as otherwise provided in Article XXVIII(B), all current and future regular nonteaching employees shall be subject to the employment contract sequence set forth in R.C. 3319.081(A) and (B). All regular nonteaching school employees employed prior to November 18, 2019, and already awarded a continuing employment contract by the Board, shall be continued in employment with the Board unless the employment contract is terminated.
- B. During the first six (6) months of employment under the first one (1) year contract, the employee shall be considered a probationary employee and may be removed at any time by the Superintendent without cause with written notice to the employee. The first six (6) months of the first one (1) year contract shall be probationary. Article XXVIII(B) specifically supersedes the employment contract sequence set forth in R.C. 3319.081(A) and (B).

### **ARTICLE XXIX - DURATION AND INTENT OF AGREEMENT**

- A. This Agreement shall be effective from the period commencing July 1, 2023, and ending June 30, 2026.
- B. This Agreement replaces all previously negotiated agreements and shall represent all employee rights, privileges and benefits granted by the employer to its employees and unless specifically set forth in this Agreement, all practices and benefits previously granted are no longer in effect.
- C. The Board agrees that all non-certified contracts shall include the following:
  - 1. The number of holidays;
  - 2. The number of hours to be worked each day; and
  - 3. The yearly salary or a given hourly rate.
- D. The Parties have caused this Agreement to be executed on \_\_\_\_\_\_\_, 2023, as ratified by the Union on \_\_\_\_\_\_\_, 2023, and by the Board on \_\_\_\_\_\_\_, 2023.

FOR THE UNION:	FOR THE BOARD:
Muchal Pacte PRESident	Todd S. C
Bunda M. Wil	Lu a. Has
Krista Varablas	
Thank Elel	
Matthew T. L. L. (FR)	
Christine Johnst	
1 99	

### APPENDIX A - CLASSIFICATION

- 1. Maintenance
- 2. Lead Janitor
- 3. Janitor: For bidding purposes, janitors requesting an opening for Lead

Janitor shall be considered after the bidding procedure is exhausted for the Lead Janitor classification and shall be awarded the lead janitor position based on overall seniority, if

qualified.

- 4. Bus Drivers
- 5. Secretary
- 6. Secretarial Assistants: For bidding purposes, secretarial assistants requesting an

opening for secretary shall be considered and given greater consideration for a secretarial position based on seniority, skill and experience required for the requested position, if qualified.

7. Aides

Educational Aide/

Paraprofessional: For bidding purposes, Educational Aides are considered in the

Aide classification and must possess the required certification/license to be considered in the bidding process for Paraprofessional positions. Educational aides shall be awarded paraprofessional positions based on Aide classification

seniority, if qualified.

Non-Educational Aide: For bidding purposes, Non-Educational Aides are considered

in the Aide classification and must possess the required certification/license to be considered in the bidding process for Paraprofessional positions. Non-Educational aides shall be awarded paraprofessional positions based on Aide

classification seniority, if qualified.

- 8. Media Assistant
- 9. Cafeteria Workers
- 10. Mechanic
- 11. Lawn/Grounds
- 12. Assistant Mechanic
- 13. Assistant Maintenance/Custodian

## <u>APPENDIX B – NON-CERTIFIED EMPLOYEES SCHEDULED DUTY HOURS</u>

SECRETARIES	
JR/SR HIGH SCHOOL	8 hour day – 201 days (includes 6 holidays)
INTERMEDIATE SCHOOL	8 hour day – 201 days (includes 6 holidays)
ELEMENTARY	8 hour day – 201 days (includes 6 holidays)
GUIDANCE	8 hour day – 201-210 days (includes 6 holidays)
ATHLETIC	8 hour day – 201 days (includes 6 holidays)
SECRETARIAL ASSISTANT	3-8 hour day – 190 days (includes 6 holidays)
*No secretaries or secretary assistants hired be	fore July 1, 2023 will have their scheduled hours or
working days reduced as a result of this language	
AIDES	
PARAPROFESSIONAL	1-8 hour day – 186 days (includes 6 holidays)
FARAFROIESSIONAL	1-8 hour day – 155 days (includes 6 holidays) 1-8 hour day – 155 days (includes 6 holidays)
	1-8 flour day – 133 days (flictudes 6 floridays)
EDUCATIONAL AIDE	1-8 hour day – 186 days (includes 6 holidays)
NON-EDUCATIONAL AIDE	1-8 hour day – 186 days (includes 6 holidays)
MEDIA ASSISTANT	8 hour day – 201 days (includes 6 holidays) for
	employees hired to the position before July 1, 2023.
	6-8 hour day – 190 days (includes 6 holidays) for
	employees hired to the position after July 1, 2023.
BUS DRIVERS	As needed (includes 15 minutes pre-trip and drive
	time) includes 6 holidays
MAINTENANCE	8 hour day - 260 days (includes 12 holidays)
ASST. MAINTENANCE/CUSTODIAN	8 hour day – 260 days (includes 12 holidays)
LEAD JANITOR	8 hour day – 260 days (includes 12 holidays)
JANITORS	8 hour day – 260 days (includes 12 holidays)
	6 hours per day (as assigned)
CAFETERIA WORKERS	6 hour day – 184 days (includes 6 holidays)
	2-4 hour day – 184 days (includes 6 holidays)
LAWN/GROUNDS	8 hour day – 260 days (includes 12 holidays)
MECHANIC	8 hour day – 260 days (includes 12 holidays)
ASSISTANT MECHANIC	8 hour day – 260 days (includes 12 holidays)

### APPENDIX C – HEALTH CARE SUMMARY OF BENEFITS

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services UMR: CHIPPEWA LOCAL SCHOOL DISTRICT: 7670-00-411329 001

Coverage Period: 07/01/2021 – 06/30/2022

Coverage for: Individual + Family | Plan Type: PPO



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, visit <a href="https://www.umr.com">www.umr.com</a> or by calling 1-800-826-9781. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other <a href="https://www.umr.com">underlined</a> terms see the Glossary. You can view the Glossary at <a href="https://www.umr.com">www.umr.com</a> or call 1-800-826-9781 to request a copy.

Important Questions	Answers	Why this Matters:
What is the overall deductible?	\$100 person / \$200 family In-network \$250 person / \$500 family Out-of-network	Generally, you must pay all the costs from <u>providers</u> 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 deductible?	No.	You will have to meet the <u>deductible</u> before the <u>plan</u> pays for any services.
Are there other <u>deductibles</u> for specific services?	No.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan?	\$1,250 person / \$2,500 family In-network \$2,250 person / \$4,500 family Out-of-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 out-of-pocket limit?	Copayments for medical services, penalties, deductibles, premiums, balance billing charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the <u>cut-of-pocket</u> <u>limit</u> .
Will you pay less if you use a <u>network provider</u> ?	Yes. See www.umr.com or call 1-800-826-9781 for a list of network providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider 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> .

Page 1 of 7

All <u>copayment</u> and <u>coinsurance</u> costs shown in this chart are after your <u>deductible</u> has been met, if a <u>deductible</u> applies.

Common		What You Will Pay		
Medical Event Services You May Need	In-network (You will pay the least)	Out-of-network (You will pay the most)	Limitations, Exceptions, & Other Important Information	
	Primary care visit to treat an injury or illness	20% Coinsurance	40% Coinsurance	None
If you visit a health care provider's office or clinic	<u>Specialist</u> visit	20% Coinsurance	40% Coinsurance	None
Preventive care/immunization	Preventive care/screening/ immunization	No charge; Deductible Waived	40% Coinsurance	You may have to pay for services that aren't preventive. Ask your provider if the services you need are preventive. Then check what your plan will pay for.
If you have a	Diagnostic test (x-ray, blood work)	20% Coinsurance	40% Coinsurance	None
test	Imaging (CT/PET scans, MRIs)	20% Coinsurance	40% Coinsurance	None

Common	What You Will Pay		Limitations Expandions 9 Other	
Medical Event Services You May N	Services You May Need	In-network (You will pay the least)	Out-of-network (You will pay the most)	Limitations, Exceptions, & Other Important Information
If you need drugs to treat  Generic drugs (Tier 1)	Benefits are applied by outside vendor	Benefits are applied by outside vendor		
your illness or condition. More information	Preferred brand drugs (Tier 2)	Benefits are applied by outside vendor	Benefits are applied by outside vendor	None
about prescription drug coverage is available at www.insurance company.com/ prescriptions.  Non-preferred brand drugs (Tier 3)  Specialty drugs (Tier 4)	Benefits are applied by outside vendor	Benefits are applied by outside vendor	None	
	Benefits are applied by outside vendor	Benefits are applied by outside vendor		
f you have	Facility fee (e.g., ambulatory surgery center)	20% Coinsurance	40% Coinsurance	None
outpatient surgery	Physician/surgeon fees	20% Coinsurance	40% Coinsurance	None
	Emergency room care	20% Coinsurance	20% Coinsurance	In-network deductible applies to Out-of-network benefits
If you need immediate medical	Emergency medical transportation	20% Coinsurance	20% Coinsurance	In-network deductible applies to Out-of-network benefits
attention	Urgent care	20% Coinsurance	40% Coinsurance	None

	to original of	What You Will Pay		Limitations Franchisms 9 Others	
Common Medical Event Service	Services You May Need	In-network (You will pay the least)	Out-of-network (You will pay the most)	Limitations, Exceptions, & Other Important Information	
If you have a	Facility fee (e.g., hospital room)	20% Coinsurance	40% Coinsurance	Preauthorization is required.	
hospital stay  Physician/surgeon fee	20% Coinsurance	40% Coinsurance	Predutionzation is required.		
If you have mental health, behavioral	Outpatient services	20% Coinsurance	40% Coinsurance	None	
health, or substance abuse needs	Inpatient services	20% Coinsurance	40% Coinsurance	Preauthorization is required.	
	Office visits	20% Coinsurance	40% Coinsurance	Cost sharing does not apply to certain preventive services. Depending on the type of services, deductible, copayment or coinsurance may apply. Maternity care may include tests and services described	
If you are pregnant	Childbirth/delivery professional services	20% Coinsurance	40% Coinsurance		
	Childbirth/delivery facility services	20% Coinsurance	40% Coinsurance	elsewhere in the SBC (i.e. ultrasound).	

Common		What You Will Pay		
Medical Event	Services You May Need	In-network (You will pay the least)	Out-of-network (You will pay the most)	Limitations, Exceptions, & Other Important Information
	Home health care	20% Coinsurance	40% Coinsurance	Preauthorization is required.
If you need help recovering or have other special health needs	Rehabilitation services	20% Coinsurance	40% Coinsurance	20 Maximum visits per calendar year OT/PT; 10 Maximum visits per calendar year ST; If your plan excludes Learning Disabilities,
	Habilitation services	20% Coinsurance	40% Coinsurance	habilitation services for learning disabilities are not covered, please refer to your plan document.
	Skilled nursing care	20% Coinsurance	40% Coinsurance	Preauthorization is required.
	Durable medical equipment	20% Coinsurance	40% Coinsurance	Preauthorization is required for DME in excess of \$500 for rentals or \$1,500 for purchases.
	Hospice service	20% Coinsurance	40% Coinsurance	None
	Chidren's eye exam	Not covered	Not covered	None
If your child needs dental or eye care	Chi dren's glasses	Not covered	Not covered	None
	Chi dren's dental check-up	Not covered	Not covered	None

### **Excluded Services & Other Covered Services:**

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

- Acupuncture
- Bariatric surgery
- Cosmetic surgery
- · Dental care (adult)

- Infertility treatment
- Long-term care
- · Private-duty nursing

- 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.)

Chiropractic care

Hearing aids

Non-emergency care when traveling outside the U.S.

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 U.S. Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or <a href="https://www.cciio.cms.gov">www.cciio.cms.gov</a>. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance <a href="https://www.HealthCare.gov">Marketplace</a>. For more information about the Marketplace, visit <a href="https://www.HealthCare.gov">www.HealthCare.gov</a> or call 1-800-318-2596.

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 on how to submit a claim, appeal, or a grievance for any reason to your plan. Additionally, a consumer assistance program may help you file your appeal. A list of states with Consumer Assistance Programs is available at www.HealthCare.gov and http://cciio.cms.gov/programs/consumer/capgrants/index.html.

### Does this plan Provide Minimum Essential Coverage? Yes

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

### Does this plan Meet the Minimum Value Standard? 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 a sample medical situation, see the next section.

### About these Coverage Examples:



Total Example Cost

This is not a cost estimator. Treatments shown are just examples of how this <u>plan</u> might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your <u>providers</u> charge, and many other factors. Focus on the <u>cost sharing</u> amounts (<u>deductibles</u>, <u>copayments</u> and <u>coinsurance</u>) and <u>excluded services</u> under the <u>plan</u>. Use this information to compare the portion of costs you might pay under different health <u>plans</u>. Please note these coverage examples are based on self-only coverage.

### Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

The plan's overall deductible	\$100
■ Specialist coinsurance	20%
■ Hospital (facility) coinsurance	20%
■ Other coinsurance	20%

### This EXAMPLE event includes services like:

Specialist office visits (pre-natal care)
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests (ultrasounds and blood work)
Specialist visit (anesthesia)

Total Example Cost	\$12,700
n this example, Peg would pay:	
Cost Sharing	
Deductibles	\$100
Copayments	\$0
Coinsurance	\$1,300
What isn't covered	
Limits or exclusions	\$70
The total Peg would pay is	\$1,470

# Managing Joe's type 2 Diabetes

(a year of routine in-network care of a wellcontrolled condition)

■ The plan's overall deductible	\$100
Specialist coinsurance	20%
■ Hospital (facility) coinsurance	20%
■ Other coinsurance	20%

### This EXAMPLE event includes services like:

Primary care physician office visits (including disease education)

Diagnostic tests (blood work)

Prescription drugs

249 700

Durable medical equipment (glucose meter)

Total Example Cost	\$5,600
In this example, Joe would pay:	
Cost Sharing	
Deductibles*	\$100
Copayments	\$0
Coinsurance	\$200
What isn't covered	
Limits or exclusions	\$4,300
The total Joe would pay is	\$4 600

### Mia's Simple Fracture

(in-network emergency room visit and follow up care)

■ The plan's overall deductible	\$100
Specialist coinsurance	20%
■ Hospital (facility) coinsurance	20%
Other coinsurance	20%

### This EXAMPLE event includes services like:

Emergency room care (including medical supplies)
Diagnostic tests (x-ray)

Durable medical equipment (crutches)
Rehabilitation services (physical therapy)

Total Example Cost	\$2,800
--------------------	---------

### In this example, Mia would pay:

Cost Sharing	
Deductibles*	\$100
Copayments	\$0
Coinsurance	\$500
What isn't covered	
Limits or exclusions	\$10
The total Mia would pay is	\$610

Note: These numbers assume the patient does not participate in the <u>plan's</u> wellness program. If you participate in the <u>plan's</u> wellness program, you may be able to reduce your costs. For more information about the wellness program, please contact: <u>www.umr.com</u> or call 1-800-826-9781.

"Note: This plan has other deductibles for specific services included in this coverage example. See "Are there other deductibles for specific services?" row above.

The plan would be responsible for the other costs of these EXAMPLE covered services.

### APPENDIX D – VISION SUMMARY OF BENEFITS



### SEE HEALTHY AND LIVE HAPPY WITH HELP FROM THE JEFFERSON HEALTH PLAN (OPTION 3B) AND VSP.



As a VSP\* member, you get personalized care from a VSP network doctor at low out-of-pocket costs.

### VALUE AND SAVINGS YOU LOVE.

Save on eyewear and eye care when you see a VSP network doctor. Plus, take advantage of Exclusive Member Extras for additional savings.

### PROVIDER CHOICES YOU WANT.

With an average of five VSP network doctors within six miles of you, it's easy to find a nearby in-network doctor. Plus, maximize your coverage with bonus offers and additional savings that are exclusive to Premier Program locations.



**Like shopping online?** Go to **eyeconic.com** and use your vision benefits to shop over 50 brands of contacts, eyeglasses, and sunglasses.

### QUALITY VISION CARE YOU NEED.

You'll get great care from a VSP network doctor, including a WellVision Exam\*—a comprehensive exam designed to detect eye and health conditions.



# USING YOUR BENEFIT IS EASY!

Create an account on vsp.com to view your in-network coverage, find the VSP network doctor who's right for you, and discover savings with exclusive member extras. At your appointment, just tell them you have VSP.

Contact us: 800.877.7195 or vsp.com

### YOUR VSP VISION BENEFITS SUMMARY

THE JEFFERSON HEALTH PLAN (Option 3B) and VSP provide you with an affordable vision plan.

### PROVIDER NETWORK:

VSP Choice



BENEFIT	DESCRIPTION	COPAY	FREQUENCY
	YOUR COVERAGE WITH A VSP PROVIDER		
WELLVISION EXAM	Focuses on your eyes and overall wellness	\$0	Every 12 months
PRESCRIPTION GLASSE	s		
FRAME	<ul> <li>\$130 allowance for a wide selection of frames</li> <li>\$150 allowance for featured frame brands</li> <li>20% savings on the amount over your allowance</li> <li>\$70 Costco* frame allowance</li> </ul>	\$0	Every 24 months
LENSES	<ul> <li>Single vision, lined bifocal, and lined trifocal lenses</li> <li>Impact-resistant lenses for dependent children</li> </ul>	\$0	Every 12 months
LENS ENHANCEMENTS	<ul> <li>Standard progressive lenses</li> <li>Premium progressive lenses</li> <li>Custom progressive lenses</li> <li>Average savings of 20-25% on other lens enhancements</li> </ul>	\$0 \$95 - \$105 \$150 - \$175	Every 12 months
CONTACTS (INSTEAD OF GLASSES)	<ul> <li>\$120 allowance for contacts; copay does not apply</li> <li>Contact lens exam (fitting and evaluation)</li> </ul>	Up to \$60	Every 12 months
DIABETIC EYECARE PLUS PROGRAM <sup>3H</sup>	<ul> <li>Retinal screening for members with diabetes</li> <li>Additional exams and services for members with diabetic eye disease, glaucoma, or age-related macular degeneration, Limitations and coordination with your medical coverage may apply. Ask your VSP doctor details.</li> </ul>	\$0 \$20 per exam	As needed
EXTRA SAVINGS	Glasses and Sunglasses  Extra \$20 to spend on featured frame brands. Go to vsp.com/of  20% savings on additional glasses and sunglasses, including lens 12 months of your last WellVision Exam.  Routine Retinal Screening  No more than a \$39 copay on routine retinal screening as an en  Laser Vision Correction  Average 15% off the regular price or 5% off the promotional pric facilities	enhancements, from	IlVision Exam

### YOUR COVERAGE WITH OUT-OF-NETWORK PROVIDERS

Get the most out of your benefits and greater savings with a VSP network doctor. Call Member Services for out-of-network plan details.

Exam up to \$45	Lined Bifocal Lensesup to \$50	Progressive Lenses
Frame up to \$70	Lined Trifocal Lensesup to \$65	Contactsup to \$105
Single Vision Lensesup to \$30		

Coverage with a retail chain may be different or not apply. Log in to vsp.com to check your benefits for eligibility and to confirm in-network locations based on your plan type. VSP guarantees coverage from VSP network providers only. Coverage information is subject to change. In the event of a conflict between this information and your organization's contract with VSP, the terms of the contract will prevail. Based on applicable laws, benefits may vary by location. In the state of Washington, VSP Vision Care, Inc., is the legal name of the corporation through which VSP does business.

<sup>\*</sup>Only available to VSP members with applicable plan benefits. Frame brands and promotions are subject to change. Savings based on doctor's retail price and vary by plan and purchase selection; average savings determined after benefits are applied. Ask your VSP network doctor for more details.

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### <u>APPENDIX E – DENTAL SUMMARY OF BENEFITS</u>

### **DENTAL SCHEDULE OF BENEFITS**

### Benefit Plan 001

Benefits for You and Your Dependents are listed below.

	SUMMARY OF BENEFITS	
Ma	ximums	Individual
•	Calendar Year Benefit Maximum Includes Preventive and Diagnostic Services, Basic Services and Major Services	\$2,000
•	Lifetime Orthodontic Maximum Dependent Children Only	\$2,000
Pai	rticipation Percentage	The Plan Pays
•	Preventive and Diagnostic Services	100%
	Routine Cleanings, Fluoride Treatments, And Sealants. Oral Exams And Bitewing And Full- Mouth X-Rays. Refer To Covered Expenses For Any Limitations.	
•	Basic Services	80%
	Fillings, Endodontics, Periodontics, And Oral Surgery. Refer To Covered Expenses For Any Limitations.	
•	Major Services	60%
	Inlays, Onlays And Crowns, Bridges, Dentures. Refer To Covered Expenses For Any Limitations.	
•	Orthodontic Services	50%
	Orthodontic Diagnosis, Treatment, And Appliances. Refer To Covered Expenses For Any Limitations	

### **OUT-OF-POCKET EXPENSES AND MAXIMUMS**

### **DEDUCTIBLES**

Deductible refers to an amount of money paid once a Plan Year by the Covered Person before any Covered Expenses are paid by this Plan. A Deductible applies to each Covered Person. When a new Plan Year begins, a new Deductible must be satisfied.

Deductible amounts are shown on the Schedule of Benefits.

The Deductible amounts that the Covered Person incurs for Covered Expenses will be used to satisfy the Deductible(s) shown on the Schedule of Benefits.

### PLAN PARTICIPATION

Plan Participation means that, after the Covered Person satisfies the Deductible, the Covered Person and the Plan each pay a percentage of the Covered Expenses. The Plan Participation rate is shown on the Schedule of Benefits. The Covered Person will be responsible for paying any remaining charges due to the provider after the Plan has paid its portion of the Covered Expense, subject to the Plan's maximum fee schedule, Negotiated Rate, or Usual and Customary amounts as applicable.

### ADDITIONAL OUT-OF-POCKET EXPENSES

In addition to the Deductible and Plan Participation percentage, the Covered Person is also responsible for the following costs:

- Any remaining charges due to the provider after the Plan's benefits are determined.
- Full charges for services that are not covered benefits under this Plan.
- Legal fees and interest charged by a provider.
- The difference between the provider's contracted fee for the service that was actually provided, and the fee for the Alternate Benefit that the Plan approved.

For example: If the provider placed a resin (white) filling in Your tooth, but an amalgam (silver) filling would be sufficient to restore the tooth, You will need to pay the difference between the cost of the resin filling and the amalgam filling.

### INDIVIDUAL CALENDAR YEAR MAXIMUM BENEFIT

All Covered Expenses will count toward the Covered Person's individual dental Calendar Year Maximum Benefit that is shown on the Schedule of Benefits, as applicable.

### NO FORGIVENESS OF OUT-OF-POCKET EXPENSES

The Covered Person is required to pay the out-of-pocket expenses (including Deductibles or required Plan Participation) under the terms of this Plan. The requirement that You and Your Dependent(s) pay the applicable out-of-pocket expenses cannot be waived by a provider under any "fee forgiveness", "not out-of-pocket" or similar arrangement. If a provider waives the required out-of-pocket expenses, the Covered Person's claim may be denied and the Covered Person will be responsible for payment of the entire claim. The claim(s) may be reconsidered if the Covered Person provides satisfactory proof that he or she paid the out-of-pocket expenses under the terms of this Plan.

### APPENDIX F – WAGE RATE SCHEDULES

# Chippewa Local School District 2023 - 2024 Classified Employee Wage Rate Schedule

					2023 - 202	4 Classified Ei	mployee Wage	Rate Schedul	e			1	
Rate Increase:	3.50%												
	Aides	Bus Driver	Cafeteria Worker	Lawn / Grounds	Lead Janitor	Janitor	Maintenance	Assistant Maintainance / Custodian	Mechanic	Assistant Mechanic	Media Assistant	Secretary	Secretarial Assistant
Exp	155-186	184	184	260	260	260	260	260	260	260	190-201	201-210	190
0	14.67	19.72	14.30	17.57	17.57	15.76	21.60	17.57	21.88	18.33	15.37	15.44	15.02
1	14.97	20.05	14.67	17.93	17.93	16.02	21.90	17.93	22.17	18.64	15.67	15.76	15.37
2	15.28	20.37	14.97	18.23	18.23	16.38	22.24	18.23	22.49	18.96	15.97	16.05	15.67
3	15.59	20.64	15.28	18.55	18.55	16.60	22.54	18.55	22.82	19.25	16.28	16.38	15.97
4	15.92	20.95	15.59	18.79	18.79	16.92	22.85	18.79	23.10	19.57	16.57	16.66	16.28
5	16.19	21.21	15.92	19.16	19.16	17.32	23.14	19.16	23.40	19.87	16.87	16.98	16.57
6	16.50	21.52	16.19	19.42	19.42	17.57	23.41	19.42	23.68	20.19	17.22	17.26	16.87
7	16.86	21.88	16.50	19.74	19.74	17.93	23.74	19.74	23.97	20.54	17.44	17.58	17.22
8	17.07	22.11	16.86	20.04	20.04	18.23	24.03	20.04	24.35	20.75	17.81	17.96	17.44
9	17.42	22.46	17.07	20.37	20.37	18.55	24.34	20.37	24.66	21.10	18.15	18.17	17.81
10	17.75	22.79	17.42	20.71	20.71	18.79	24.70	20.71	25.03	21.45	18.37	18.51	18.15
11	18.04	23.01	17.75	20.95	20.95	19.16	24.98	20.95	25.30	21.68	18.68	18.83	18.37
12	18.33	23.31	18.04	21.33	21.33	19.42	25.27	21.33	25.56	21.99	19.04	19.14	18.68
13	18.66	23.62	18.33	21.63	21.63	19.74	25.52	21.63	25.92	22.30	19.34	19.47	19.04
14	18.97	23.94	18.66	21.95	21.95	20.04	25.83	21.95	26.25	22.67	19.64	19.74	19.34
15	18.97	23.94	18.66	21.95	21.95	20.04	25.83	21.95	26.25	22.67	19.64	19.74	19.34
16	18.97	23.94	18.66	21.95	21.95	20.04	25.83	21.95	26.25	22.67	19.64	19.74	19.34
17	18.97	23.94	18.66	21.95	21.95	20.04	25.83	21.95	26.25	22.67	19.64	19.74	19.34
18	18.97	23.94	18.66	21.95	21.95	20.04	25.83	21.95	26.25	22.67	19.64	19.74	19.34
19	18.97	23.94	18.66	21.95	21.95	20.04	25.83	21.95	26.25	22.67	19.64	19.74	19.34
20	19.23	24.19	18.92	22.23	22.23	20.32	26.09	22.23	26.50	22.91	19.94	20.03	19.60
21	19.23	24.19	18.92	22.23	22.23	20.32	26.09	22.23	26.50	22.91	19.94	20.03	19.60
22	19.23	24.19	18.92	22.23	22.23	20.32	26.09	22.23	26.50	22.91	19.94	20.03	19.60
23	19.23	24.19	18.92	22.23	22.23	20.32	26.09	22.23	26.50	22.91	19.94	20.03	19.60
24	19.23	24.19	18.92	22.23	22.23	20.32	26.09	22.23	26.50	22.91	19.94	20.03	19.60
25	19.23	24.19	18.92	22.23	22.23	20.32	26.09	22.23	26.50	22.91	19.94	20.03	19.60
26	19.23	24.19	18.92	22.23	22.23	20.32	26.09	22.23	26.50	22.91	19.94	20.03	19.60
27	19.23	24.19	18.92	22.23	22.23	20.32	26.09	22.23	26.50	22.91	19.94	20.03	19.60
28	19.23	24.19	18.92	22.23	22.23	20.32	26.09	22.23	26.50	22.91	19.94	20.03	19.60
29	19.23	24.19	18.92	22.23	22.23	20.32	26.09	22.23	26.50	22.91	19.94	20.03	19.60
30	19.23	24.19	18.92	22.23	22.23	20.32	26.09	22.23	26.50	22.91	19.94	20.03	19.60

### **Chippewa Local School District** 2024 - 2025 Classified Employee Wage Rate Schedule Rate 2.75% Increase: Assistant Media Cafeteria Lawn / Assistant Secretarial **Aides Bus Driver Lead Janitor Janitor** Maintenance Mechanic Secretary Maintainance Worker Grounds Mechanic Assistant Assistant / Custodian 155-186 Ехр 184 184 260 260 260 260 260 260 260 190-201 201-210 190 20.26 22.48 0 15.07 14.70 18.06 18.06 16.20 22.19 18.06 18.83 15.79 15.87 15.43 15.38 20.60 15.07 18.42 18.42 16.46 22.50 18.42 22.78 19.15 16.10 15.79 1 16.20 2 15.70 20.93 18.73 16.83 22.85 23.11 16.41 16.10 15.38 18.73 18.73 19.48 16.49 3 16.02 21.21 15.70 19.06 19.06 17.06 23.16 19.06 23.45 19.78 16.73 16.83 16.41 4 16.36 21.52 16.02 19.30 23.48 23.74 20.11 17.03 17.12 16.73 19.30 17.39 19.30 5 16.63 21.79 16.36 19.68 19.68 17.79 23.78 24.04 17.45 17.03 19.68 20.42 17.33 6 16.95 22.11 24.06 17.74 16.63 19.95 19.95 18.06 19.95 24.33 20.75 17.70 17.33 16.95 18.42 7 17.32 22.48 20.28 20.28 24.40 20.28 24.63 21.11 17.92 18.07 17.70 8 17.54 20.59 25.02 21.32 17.92 22.72 17.32 20.59 18.73 24.69 20.59 18.30 18.45 9 17.54 20.93 25.01 25.34 17.90 23.08 20.93 19.06 20.93 21.68 18.65 18.67 18.30 23.42 17.90 21.28 25.37 25.71 22.03 10 18.24 21.28 19.30 21.28 18.88 19.01 18.65 11 18.54 23.64 18.24 21.52 21.52 19.68 25.67 21.52 25.99 22.28 19.20 19.34 18.88 12 18.54 21.92 25.97 21.92 18.83 23.95 21.92 19.95 26.27 22.60 19.57 19.66 19.20 13 22.23 26.22 22.23 19.17 24.27 18.83 22.23 20.28 26.63 22.92 19.88 20.00 19.57 14 19.49 24.60 19.17 22.56 22.56 20.59 26.54 22.56 26.97 23.29 20.18 20.28 19.88 15 19.49 24.60 19.17 22.56 22.56 20.59 26.54 22.56 26.97 23.29 20.18 20.28 19.88 16 19.49 24.60 19.17 22.56 22.56 20.59 26.54 22.56 26.97 23.29 20.28 19.88 20.18 17 19.49 24.60 19.17 22.56 22.56 20.59 26.54 22.56 26.97 23.29 20.18 20.28 19.88 18 19.49 24.60 19.17 22.56 22.56 20.59 26.54 22.56 26.97 23.29 20.18 20.28 19.88 19 19.49 24.60 19.17 22.56 22.56 20.59 26.54 22.56 26.97 23.29 20.18 20.28 19.88 19.44 22.84 22.84 27.22 20 19.76 24.85 20.88 26.81 22.84 23.55 20.49 20.58 20.14 21 19.76 24.85 19.44 22.84 22.84 20.88 26.81 22.84 27.22 23.55 20.49 20.58 20.14 22 19.76 19.44 24.85 22.84 22.84 20.88 26.81 22.84 27.22 23.55 20.49 20.58 20.14

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# Chippewa Local School District 2025 - 2026 Classified Employee Wage Rate Schedule Rate Increase: 2.75% Aides Bus Driver Cafeteria Worker Grounds Lead Janitor Janitor Maintenance Maintenance / Custodian Mechanic Mechanic Assistant Mechanic Mechanic Assistant Mechanic Mecha

	Aides	Bus Driver	Cafeteria Worker	Lawn / Grounds	Lead Janitor	Janitor	Maintenance	Assistant Maintainance / Custodian	Mechanic	Assistant Mechanic	Media Assistant	Secretary	Secretarial Assistant
Exp	155-186	184	184	260	260	260	260	260	260	260	190-201	201-210	190
0	15.48	20.82	15.10	18.55	18.55	16.64	22.80	18.55	23.10	19.35	16.23	16.30	15.86
1	15.80	21.17	15.48	18.93	18.93	16.92	23.12	18.93	23.41	19.68	16.54	16.64	16.23
2	16.13	21.50	15.80	19.24	19.24	17.30	23.48	19.24	23.74	20.02	16.86	16.95	16.54
3	16.46	21.79	16.13	19.58	19.58	17.53	23.80	19.58	24.09	20.32	17.19	17.30	16.86
4	16.81	22.12	16.46	19.83	19.83	17.87	24.13	19.83	24.39	20.66	17.49	17.59	17.19
5	17.09	22.39	16.81	20.23	20.23	18.28	24.43	20.23	24.71	20.98	17.81	17.93	17.49
6	17.42	22.72	17.09	20.50	20.50	18.55	24.72	20.50	25.00	21.32	18.18	18.23	17.81
7	17.80	23.10	17.42	20.84	20.84	18.93	25.07	20.84	25.31	21.69	18.41	18.57	18.18
8	18.02	23.34	17.80	21.15	21.15	19.24	25.37	21.15	25.71	21.91	18.81	18.96	18.41
9	18.39	23.71	18.02	21.50	21.50	19.58	25.70	21.50	26.04	22.28	19.17	19.19	18.81
10	18.74	24.06	18.39	21.87	21.87	19.83	26.07	21.87	26.42	22.64	19.40	19.54	19.17
11	19.05	24.29	18.74	22.12	22.12	20.23	26.38	22.12	26.71	22.89	19.72	19.88	19.40
12	19.35	24.61	19.05	22.52	22.52	20.50	26.68	22.52	26.99	23.22	20.11	20.20	19.72
13	19.70	24.94	19.35	22.84	22.84	20.84	26.95	22.84	27.36	23.55	20.42	20.55	20.11
14	20.03	25.27	19.70	23.18	23.18	21.15	27.27	23.18	27.71	23.93	20.74	20.84	20.42
15	20.03	25.27	19.70	23.18	23.18	21.15	27.27	23.18	27.71	23.93	20.74	20.84	20.42
16	20.03	25.27	19.70	23.18	23.18	21.15	27.27	23.18	27.71	23.93	20.74	20.84	20.42
17	20.03	25.27	19.70	23.18	23.18	21.15	27.27	23.18	27.71	23.93	20.74	20.84	20.42
18	20.03	25.27	19.70	23.18	23.18	21.15	27.27	23.18	27.71	23.93	20.74	20.84	20.42
19	20.03	25.27	19.70	23.18	23.18	21.15	27.27	23.18	27.71	23.93	20.74	20.84	20.42
20	20.30	25.54	19.97	23.47	23.47	21.45	27.55	23.47	27.97	24.19	21.06	21.14	20.70
21	20.30	25.54	19.97	23.47	23.47	21.45	27.55	23.47	27.97	24.19	21.06	21.14	20.70
22	20.30	25.54	19.97	23.47	23.47	21.45	27.55	23.47	27.97	24.19	21.06	21.14	20.70
23	20.30	25.54	19.97	23.47	23.47	21.45	27.55	23.47	27.97	24.19	21.06	21.14	20.70
24	20.30	25.54	19.97	23.47	23.47	21.45	27.55	23.47	27.97	24.19	21.06	21.14	20.70
25	20.30	25.54	19.97	23.47	23.47	21.45	27.55	23.47	27.97	24.19	21.06	21.14	20.70
26	20.30	25.54	19.97	23.47	23.47	21.45	27.55	23.47	27.97	24.19	21.06	21.14	20.70
27	20.30	25.54	19.97	23.47	23.47	21.45	27.55	23.47	27.97	24.19	21.06	21.14	20.70
28	20.30	25.54	19.97	23.47	23.47	21.45	27.55	23.47	27.97	24.19	21.06	21.14	20.70
29	20.30	25.54	19.97	23.47	23.47	21.45	27.55	23.47	27.97	24.19	21.06	21.14	20.70
30	20.30	25.54	19.97	23.47	23.47	21.45	27.55	23.47	27.97	24.19	21.06	21.14	20.70