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AGREEMENT

BETWEEN

**THE BOARD OF EDUCATION OF THE
GARFIELD HEIGHTS CITY SCHOOLS**

AND

**LOCAL #108, OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES
LOCAL 4 - AFSCME/AFL-CIO**

July 1, 2012 through June 30, 2014

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This Agreement is entered into by and between the Board of Education of Garfield Heights City Schools ("the Board") and Local #108, Ohio Association of Public School Employees Local 4 - AFSCME/AFLCIO ("the Union"), effective this 1st day of July, 2012.

SECTION I -- RECOGNITION

1.1 The Board recognizes the Union as the sole and exclusive bargaining representative for a bargaining unit consisting of all full-time employees and all regular part-time employees who are regularly assigned to a work schedule in the following job categories:

Class A Personnel:

Secretarial, Clerical

Class B Personnel:

Educational Support

Class C Personnel:

Cafeteria

Class D Personnel:

Custodial
Housekeeping

Class E Personnel:

Transportation

Class F Personnel:

Maintenance Mechanics
Master Mechanics
Bus Mechanics

Class G Personnel:

Technology

but excluding the Secretary to the Superintendent, the Secretary to the Asst. Superintendent, Secretary to the Director of Curriculum, the Secretary to the Director of Business Services, Center for Finance, Maintenance and Transportation Assistant, the Food Service Supervisor, the Supervisor of Buildings, Grounds & Transportation, the Facilities Manager/Safety Coordinator, the Maintenance Foreman, Network Manager, Center for Learning Support Services, education program student employees, and substitutes in all areas and all other categories of employees

excluded by Ohio Revised Code Section 4117.01 (c).

1.2 Whenever the word "employees" is used in this agreement, it shall refer to the employees in the aforesaid bargaining unit.

1.3 Both parties agree that all members of the bargaining unit have the right to join, participate in and assist the Union and the right to refrain from the same without intimidation or coercion.

1.4 Fair Share: All employees covered by this Agreement, who fail to voluntarily acquire or maintain membership in the Union, shall be required as a condition of employment, on the effective date of this Agreement, to pay to the Union a fair share fee, which shall not exceed the dues paid by members of the Union who are in the bargaining unit covered by this Agreement; provided that any employee who has been declared exempt for religious convictions by the SERB shall not be required to pay said fair share fee. However, such employee shall pay, in lieu of such fair share fee, on the same time schedule as union dues are payable, an amount of money equal to such fair share fee to non religious charitable fund exempt from taxation under sections 501 (c)(3) of the Internal Revenue Code, mutually agreed upon by such employee and the OAPSE Treasurer. Such employee shall furnish to the Union's State Treasurer written receipts evidencing payment to such agreed upon non-religious charitable fund. Failure to make such payment or furnish such receipts as proof of payment shall subject such employee to the same sanctions, as would non-payment of union dues under the Agreement.

1. Each current bargaining unit member desiring union dues shall submit an authorization form to the School Treasurer. Such authorization shall be continuous. All bargaining unit members shall be required to maintain dues/service fee deductions. New employees may request deductions at any time during the school year. Dues deduction missed shall be the obligation of the individual employee.

2. Payroll deduction authorization for membership shall be irrevocable, except that authorization may be withdrawn if submitted during a period of ten (10) days prior to the expiration of the Negotiated Agreement. Employee members may withdraw membership in the Union from December 21 through December 31, in the year the contract expires by supplying written notice to the Board Treasurer with a copy to the Union President. If dues deduction is not revoked during such period, it shall continue for a successive period.

The Union shall forward to the Treasurer by September 1 of each year, the amount to be deducted for this year if changed from previous year. Dues shall be deducted beginning in November and shall continue to be deducted each pay period until fully paid: all employees - twelve (12) pays. All dues and service fees shall be remitted to the Local Treasurer once per month during the period of dues deduction.

The Board agrees not to honor any check off authorization or dues deduction authorizations executed by an employee in the bargaining unit in favor of any other labor organization(s) representing employees for the purpose of collective bargaining for wages, terms and conditions of employment.

The Board agrees to provide on or about October 1 of each year, a list of all employees on the payroll effective July 1, their hourly rate, number of work days, and number of hours to be worked. This report shall be sent to the State OAPSE Treasurer and OAPSE Chapter President.

With proper written authorization the Board agrees to deduct for:

- A. Credit Union
- B. Premium for approved sheltered annuities
- C. United Appeal - \$10 minimum
- D. Direct deposit to employee approved financial institution: All employees will be required to direct deposit their pay into their financial institution.
- E. Insurance
- F. P.E.O.P.L.E. Organization

3. The Employer agrees to deduct voluntary contributions to OAPSE/AFSME Public Employees Organized to Promote Legislative Equity (P.E.O.P.L.E.) Committee from the pay of those employees covered by this Agreement who provide the Employer with properly completed and signed individual written authorization cards; subject, however to the following conditions:

- A. An Employee shall have the right to revoke such authorization by giving written notice to the Employer and the Union at any time.
- B. Such deduction shall occur during the same pay period as Union dues or service fee.
- C. The total of all deducted contributions shall be forwarded to O.A.P.S.E. state office in separate check from the receipt for dues and service fee.

The parties agree that neither the employees nor the Union shall have claims against the Employer for errors made in the processing of contribution deductions.

1.5 The Union shall indemnify and hold the Board harmless from any and all claims, demands or suits or any other action arising from the dues check-off provisions contained herein.

1.6 Communications: A meeting of administrative/O.A.P.S.E. representatives may be arranged by either party as the need arises. The meeting and agenda shall be arranged within five (5) days of notice from either party in accordance with an agreement of a mutually convenient date and time. In no case will the meeting take place more than two weeks after the initial request.

The meetings are to be conducted on predetermined agenda items as a vehicle for effective communications. Such meetings shall be limited to five (5) or fewer non-teaching personnel.

1.61 Interim collaborative bargaining, based on mutual consent, may occur throughout the life of this contract to discuss unforeseen issues so as to arrive at mutual letter of understanding.

1.62 If a territorial transfer occurs within the district, the Superintendent's Advisory Committee will assist in the transfer implementation process. Through committee meetings, transfer information will be disseminated and employees will have the opportunity to provide input regarding the process. Topics of discussion include the following:

1. Implementation calendar
2. Inservice programs for staff
3. Public relations
4. Organizational structure
5. Facility, maintenance, and busing needs

This agreement shall cover all future locations which the Board may operate during the terms of this agreement or any extension thereof.

SECTION II RIGHTS AND RESPONSIBILITIES OF THE BOARD

2.1 Except as may be expressly limited by some express term of this Agreement, the Board retains full right and responsibility to make all decisions with regard to all aspects of its operations, employment and employees including, but not limited to, those matters set forth in Ohio Revised Code Section 4117.08 (C) (1) through (9).

2.2 Such right and responsibility of the Board shall include the retention or enactment of policies and procedures not contradicting any express term of this Agreement. The Union may, through the Superintendent, raise questions it may have with regard to such policies and procedures, but the same may not be made the subject of the grievance and arbitration provisions.

2.3 Labor Management Committee: The Board and the Union hereby agree to establish a labor-management committee (LMC) to confer on issues of mutual concern. The purpose of the LMC shall be to aid in communications between the Board and the Union through informal discussions aimed at clarifying issues and answering questions. Discussions held by the LMC shall not be construed as negotiations and shall not result in modifications to this Master Agreement.

The LMC shall consist of up to four (4) representatives of the administrations and four (4) representatives of the Union, as designated by the Superintendent and the local Union President, respectively.

The LMC shall meet quarterly; additionally either the Board or the Union can request a meeting of the LMC. Upon such a request, a meeting of the LMC shall be scheduled at a mutually agreed-upon time and place within seven (7) calendar days of the request, unless the parties agree to a later date.

A joint statement prepared and agreed to by the Board's representatives and the Union's representatives will be made in writing at the conclusion of each LMC meeting. Each member of the LMC shall receive a copy of this statement.

Topic(s)/agenda shall be submitted at the time of the request.

2.4 Should the Board be presented with an O.R.C. §3302.061 innovation school plan from one of its schools, the Union President will be notified and given a copy of the plan. O.R.C. §3302.064 will only be recognized if it is in effect and enforceable.

2.5 **Building Maintenance Committee:** Each Building shall have a building maintenance committee comprised of a custodian assigned to the building, at least two members of the housekeeping team, and the Superintendent or his/her designee. The committee shall meet no later than the first day of the first and second semesters of school each year and develop a recommended "building team cleaning and maintenance plan." The Director of Buildings, Grounds and Transportation or the Superintendent or his/her designee will notify each building of its "building team cleaning and maintenance plan."

SECTION III -- NEGOTIATION PROCEDURES

3.1 **Statutory Waiver:** It is agreed that no provision of Ohio Revised Code Section 4117.14 or any other section of the Code purporting to established procedures for negotiation, dispute resolution, settlement or approval for public sector bargaining shall be applicable as between the Union, members of the bargaining unit and the Board, save and except those specific provisions contained in Section 4117.14 of the Code which permit public employers and the exclusive representatives of public employees to reach agreement on issues by a procedure other than as provided for by Section 4117.14. The procedures for negotiation, dispute resolution, settlement and approval set forth in this Agreement are the exclusive procedures by which the parties hereto will seek to reach agreement on all mandatory and permissive subjects of bargaining.

3.2 **Request for Negotiation:** A request to negotiate this Agreement upon its expiration must be made, in writing, to the other party and to S.E.R.B. delivered not later than ninety (90) calendar days prior to the expiration of this Agreement. The parties shall meet within ten (10) calendar days of the receipt of such request to establish ground rules for negotiation, introduce the respective team members and establish a date and time to begin negotiations. At the first meeting the parties shall simultaneously exchange proposals for negotiations. Additional proposals shall not be submitted for negotiations after the initial exchange unless mutually agreed upon. Should a collaborative bargaining procedure be agreed upon, this submission of issues paragraph may be altered by establishment of the collaborative process.

3.3 Negotiation Teams: The Board's designated representatives and the Union's designated representatives will meet for the purpose of discussing and reaching agreement. All negotiations shall be conducted exclusively between said negotiation teams. The Board's negotiation team and the Union's negotiation team will be limited to a reasonable member limit, not to exceed four (4). Neither party shall have control over the selection of the other party's team members.

3.4 Consultants: Up to three (3) consultants may be used by each of the parties in any of the negotiation meetings in an advisory capacity. Consultants will not be permitted to enter into discussions unless both parties agree to permit them to address the teams. The expense of such consultants shall be borne by the party requesting or hiring them.

3.5 Clerical Assistance: Necessary clerical assistance may be provided if both parties agree and, if such is the case, the cost will be shared equally by the Board and the Union.

3.6 Submission of Issues: All issues for negotiations shall be submitted in writing in accordance with paragraph 3.2 of this Agreement. No additional issues shall be submitted by either party following the designated meeting except in response to new situations and questions arising during negotiations, unless agreed to by both parties, but each party reserves the right to change its position on the issues submitted by it. Should a collaborative bargaining procedure be agreed upon, this submission of issues paragraph may be altered by establishment of the collaborative process.

3.7 Meetings: The parties shall meet at the places and times mutually agreed upon at the prior meeting.

3.8 Caucus: Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a period of time within which to caucus in privacy, not to exceed forty (40) minutes except by mutual agreement.

3.9 Progress Reports: During negotiations, interim reports may be made to the Union by its representative and to the Board by its representatives. Each party will be responsible for requesting that the information from such reports be regarded as only proposals and shall be confidential information within the organization concerned.

3.10 Privacy: All bargaining shall be private and no transcript or recording shall be permitted.

This shall not preclude either party from taking notes for its own uses in negotiation.

3.11 Exchange of Information: The Board and the Union agree to provide each other, upon request, any regularly and routinely prepared non confidential public information directly related to and necessary for the resolution of the issue being negotiated, without unreasonable expense to the producing party.

3.12 Protocol: No action to coerce, censor or penalize any person because of participation in negotiations shall be made or implied by either party. The representatives of the Board and the Union agree to conduct themselves in a professional and non-personal manner.

3.13 Item Agreement: As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator of each party. However, such initialing shall be construed as tentative agreement on that item only, subject to agreement on all other items and ratification by the members of the bargaining unit and adoption by the Board as hereinafter provided.

3.14 Mediation: At any time during the bargaining process either side may request, with or without a declaration of impasse, the Federal Mediation and Conciliation Service to provide a mediator to assist the parties in reaching agreement. The mediator shall have no power to impose a settlement on either party, or to in any way bind either party to agreement on any issue.

3.15 Recommendation: Prior to the negotiated Agreement being presented to the bargaining unit employees and the Board, each member of both negotiating teams shall pledge to recommend adoption of the tentative Agreement.

3.16 Submission for Approval: When a complete agreement on all items is reached through negotiations, the outcome shall be reduced to writing. Both parties shall review the agreement together to determine the accuracy of the writing. The completed agreement will then be first submitted to the members of the bargaining unit for a vote. That vote must be within seven (7) work days after complete agreement is reached. The Union will notify the Board in writing as to whether the members of the bargaining unit have voted to approve or not to approve the agreement. Should the written notice inform that the members have approved the agreement, the Board will meet to vote within seven (7) work days after receipt of said written notice to determine whether it approves or does not approve of the agreement. Neither the Board nor the Union may approve and thereby seek to bind the other to any portion of a proposed agreement.

Only the whole of any proposed agreement may be approved and ratified.

3.17 Disapproval: A vote by the members of the bargaining unit to disapprove will restore the parties to the bargaining process without obligating either party to maintain positions held immediately prior to submission for approval. Likewise, a vote by the Board to disapprove that which the Union has approved will restore the parties to bargaining without the obligation to maintain any previously adopted agreement.

3.18 Work Stoppage: In the event no agreement has been reached and approved prior to the expiration of this Agreement, the Union will be free to engage in a work stoppage. The Union, in the event it determines to engage in a work stoppage, shall be obligated to provide the Board with at least ten full days' prior written notice of its intention, which notice must state the specific date and hour upon which the work stoppage will commence. In the event of a work stoppage, the Board will have all such rights and remedies as are afforded by the laws of the State of Ohio.

3.19 Union Negotiations Committee: The Union Negotiations team (up to four (4) members) shall be granted up to three (3) one-half (1/2) days for pre-negotiation meetings during working hours, with written notification and approval from the Superintendent or his/her designee. Such meetings shall be held on Board property.

SECTION IV – GRIEVANCE PROCEDURE

4.1 In the interest of effective personnel management, a procedure is necessary whereby employees can be assured a prompt, impartial and fair hearing on their grievances.

Definition:

4.2 A grievance is a complaint that there has been a violation, misinterpretation or misapplication of some express term of this Agreement.

4.3 The word "days" shall mean calendar days, but not including Saturdays, Sundays or holidays.

Rights of the grievant and the Union:

4.4 A grievant shall have the right to request representation by a representative of the Union at all formal steps or levels of the grievance procedure.

4.5 The president of the Union shall receive notice of each meeting held to resolve a grievance formally filed. Decisions rendered at each formal level will be made in writing on Grievance Decisions Form B setting forth the decision, and will be transmitted promptly to all grievants, to the president of the Union and to the supervisor or administrator involved.

4.6 The fact that an employee files a grievance shall not be recorded in his/her personnel file or in any file used in the transfer, assignment or promotion process; nor shall such fact be used in any recommendation for re-employment or recommendation for other employment; nor shall the grievant, the Union or its officers, or any employee or agent of the Board be placed in jeopardy or be the subject of reprisal for having followed or participated in the grievance procedure.

4.7 A grievance that affects more than one bargaining unit employee may be filed on behalf of all affected employees.

4.8 All grievances shall be filed at the lowest possible step or level.

Time limits:

4.9 The number of days indicated at each step or level of the grievance procedure is considered a maximum. The time limits may be extended only by written agreement of the parties in interest.

4.10 The time limitation set forth shall be considered of essence. Any grievance not formally filed at Step Two or thereafter appealed to Steps Three or Four within the time limits therein specified, the grievance shall be considered barred from further consideration.

4.11 Failure at any level of a supervisor or administrator to communicate a decision within the specified time limit shall permit the grievant to proceed to the next level of the formal grievance procedure.

4.12 In the event a grievance is filed at such time that it cannot be resolved by the close of a calendar school term or the commencement of the Christmas or Spring recess, further attempts at resolution shall be postponed until the beginning of the new school term or the return to school following the recess, unless the parties in interest otherwise agree irreparable harm would result from a postponement until the next term.

4.13 A temporary absence of the grievant or of the necessary supervisor or administrator shall toll the running of the days during such absence, but in no case for more than five (5) additional days, except by mutual consent of the parties.

4.14 Meetings held under the grievance procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons.

Steps of the grievance procedure:

4.15 **Step One (Informal):** If an employee believes there is a basis for a grievance as defined in 4.2, the employee must first discuss the matter verbally with the designated Step One Board representatives in an effort to resolve the problem informally. The following will be the Step One Board representatives unless and until the Board announces any changes.

Class A Personnel:

School Clerical
Non-Public Auxiliary Service Clerks
Central Office Clerical

Building Principal
Immediate Supervisor

Class B Personnel:

Educational Support Staff

Building Principal

Class C Personnel:

Cafeteria

Building Principal

Class D Personnel:

Custodians
Housekeeping

Building Principal

Class E Personnel:

Transportation

**Building, Grounds and Transportation
Supervisor**

Class F Personnel:

Maintenance Mechanics
Master Mechanics
Bus Mechanics

**Building, Grounds and Transportation
Supervisor**

Class G Personnel:

Technology
Network Technician

Building Principal
Immediate Supervisor

4.16 **Step Two (Formal):** If the grievant is not satisfied with the results of the Step One

discussion, or is unable for reasons beyond his/her control to discuss the matter informally, the employee may begin formal procedure by submitting the formal grievance on Grievance Procedure Form A to the designated Step Two Board representative. The Assistant Superintendent- Human Resources, or his/her designee, will serve as the Step Two Board representative.

The written grievance must be submitted within fifteen (15) days after the fact or conditions giving rise to the grievance are known or should have been known. Within ten (10) days of receipt of the form, the Board representative will make a written decision on Grievance Decisions Form B. That decision will be recorded at Step Two of the Grievance Report Form and signed by both parties.

4.17 Step Three (Formal): If the grievant is not satisfied with the results of the Step Two decision, the employee may continue the formal procedure by again submitting the formal grievance to the Superintendent or his/her designee. That submission must be made within ten (10) days after receipt of the Step Two decision. Upon request of the grievant, a meeting will be held between the grievant, a representative of the Union, the Superintendent or his/her designee, and such other Board representative as may have information regarding the matter, within ten (10) days of receipt of the submission. Within ten (10) days of such meeting, the Superintendent or his/her designee shall make a written decision which shall be recorded at Step Three of the Grievance Report Form signed by both parties.

4.18 Step Four (Formal): If the grievant is not satisfied with the decision reached at Step Three, then the Union may request a hearing by an arbitrator. The request must be in writing or by email to the Federal Mediation and Conciliation Service (FMCS) with a simultaneous copy to the Superintendent. The selection of an arbitrator will be made from a panel of seven (7) names prepared and submitted by the Federal Mediation and Conciliation Service (FMCS). The arbitrator shall decide the grievance in accordance with the express terms of this Agreement and shall not have the authority to add to, subtract from or modify such terms. The decision of the arbitrator, provided it is consistent with the Board's legal authority, shall be final and binding on the Board, the Union and the grievant(s). Costs for the services of the Federal Mediation and Conciliation Service (FMCS) and of the arbitrator shall be paid by the losing party. Each party shall pay the costs of its own witnesses and representative.

SECTION V -- NO WORK STOPPAGE

5.1 The Union agrees for itself, its officers and agents, and the employees in the bargaining unit, that neither it nor they will instigate, authorize, engage in or condone the continuance of any work stoppage, slow down, picketing or any other interruption or interference with operations during the life of this Agreement.

5.2 A violation of this Section shall be deemed to be grounds for discipline including discharge.

SECTION VI -- LEAVES

PAID ASSAULT LEAVE

6.1 Employees absent from assigned duties because of physical disability resulting from a physical assault occurring during the performance of their jobs will be maintained on a full pay status during the period of approved absence.

6.2 The Superintendent, or a designee, may grant, upon the request of an employee, up to ten days of assault leave. Should the employee request additional days of assault leave, the Superintendent shall have the sole discretion of extending the ten days assault leave previously granted up to an additional fifteen days.

6.3 Employees who have been physically attacked or are witnesses to an attack, shall make an immediate report to the building principal or such other school administrator who may be on duty. A written report shall be made by the employee to the proper school administrator before the end of the day or as soon as the employee is physically able. Such report shall contain all relevant facts and include the names of teachers, students, and/or other persons who were witnesses or may have participated in the attack.

6.4 If medical attention is required as a result of the physical assault, a certificate from a licensed physician stating the nature of the disability and its duration shall be required before assault leave can be paid and before the employee may be allowed to resume the regular assigned duties.

6.5 Assault leave meeting the conditions of this section shall not be charged against sick leave earned by the employee.

6.6 Falsification of either a signed statement or a physician's certificate shall be grounds for suspension or termination of employment.

PAID PERSONAL LEAVE

6.7 Employees shall be granted up to three (3) days of personal leave, with pay, each school year (noncumulative) to all employees. The personal leave is only applicable to emergency personal reasons and said days shall not be deducted from sick leave. When used it will be paid at the regular yearly scheduled daily rate. Any unused personal days as of June 30th will be rolled into sick leave.

6.8 Except where circumstances make it impossible, the employee will give to the Assistant Superintendent — Human Resources in writing, forty-eight (48) hours' advanced notice of his/her request to use personal leave and will make every attempt possible to notify the building principal or immediate supervisor. When an employee is absent for personal reasons, a report of such absence, signed by the employee and his/her principal or supervisor, shall be filed with the Assistant Superintendent — Human Resources on the morning of the employee's return to work. Such report shall contain a certification by the employee that his/her absence was not in violation of this policy. The filing of a false statement by an employee shall be considered grounds for disciplinary action in such form and manner as the Superintendent may deem advisable, including denial of pay for the day(s) taken. In applying for personal leave, the forms contained within this section shall be completed and submitted.

6.9 Personal leave shall include, but not be limited to, major disasters affecting immediate family or property, court appearances, graduations and weddings of members of the employee's immediate family, immediate examination for military service, any business activity of major significance which cannot be handled before or after school or on weekdays, and religious holidays where total abstinence from work is required. Personal leave may be used for death of members of employee's immediate family (as defined in 6.16). If personal leave and sick leave are exhausted, employee may apply for unpaid leave. During the months of May and August, on a daily basis only one individual per department per building may use personal leave unless approved by the Assistant Superintendent — Human Resources,

6.10 Personal leave shall not include: recreational activities; vacations; gainful employment;

making application for employment elsewhere; shopping; extension of sick leave; attending fraternal functions; friend's illness; wedding anniversaries; parent-teacher conferences; and other examples of seemingly emergency nature which in reality could be taken care of through other arrangements.

6.11 The Superintendent or his/her designee may authorize additional paid personal leave for justifiable reasons in his/her sole discretion. The reason for such requests will be stated in writing and determinations will be based on the criteria listed in 6.9 and 6,10 as well as the overall attendance record of the employee.

6.12 Personal emergency leave will generally not be approved on any of the following days, except under very unusual circumstances written requests, with an explanation, must be sent to the Assistant Superintendent — Human Resources.

- a. The first and last days of school with students in session.
- b. The work day preceding or following a holiday or vacation period.
- c. Professional in-service and parent-teacher conference days.

PAID SICK LEAVE

6.14 All employees shall receive paid sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the employee's immediate family.

6.15 Paid sick leave will be accumulated at the rate of fifteen (15) days per year to a maximum of 260 days effective July 1, 2001 earned at the regular yearly scheduled daily rate.

6.16 In granting sick leave because of illness or injury in the employee's immediate family, immediate family shall include the following: grandparents, parents, spouse, child mother-in-law, father- in-law, daughter-in-law, son-in-law, and siblings. It is agreed that immediate family shall also include members of the family unit classified as permanent residents of the employee's home.

6.17 In granting sick leave because of death in the employee's immediate family, it is agreed that immediate family shall include the following: spouse, child, son-in-law, daughter-in-law,

parent, father-in-law, mother-in-law, siblings and members of the family unit classified as permanent residents of the employee's home.

6.18 Sick time not to exceed three (3) days for each such occasion shall be granted in the event of death of an employee's grandfather, grandmother, brother-in-law, sister-in-law, uncle, aunt, niece or nephew.

6.19 An employee requesting sick leave shall call his/her immediate supervisor and follow the established call-in procedures promptly so that substitute service can be arranged if necessary.

- a. Maintenance, bus drivers and vehicle drivers must call in one (1) hour prior to the start of their shift on the day of absence.
- b. Daytime custodians must call in one (1) hour before shift on day of absence.
- c. Night custodians must call in by 12:00 noon on the day of absence.
- d. Day shift housekeeping must call in one (1) hour prior to the start of shift on the day of absence. Afternoon housekeepers must call in four (4) hours prior to the start of shift on the day of absence
- e. All educational support staff/clerical must call in at least one (1) hour before shift on day of absence.
- f. Cafeteria must call in by one (1) hour prior to start of shift on the day of absence.

An absent employee must call in before 2:30 p.m. the day of absence to report continued absence or return to duty the following day. Afternoon housekeepers will be required to contact building custodian by 7:30 a.m. the following morning to report return to active duty or continued absence,

CATASTROPHIC LEAVE BANK

6.20 Catastrophic Leave Bank ("CLB"), shall be implemented for the express purpose of providing additional sick leave days to those bargaining unit members who have suffered from a Catastrophic illness or serious accident that prohibits them from returning to work and performing their normal job responsibilities. This shall also include a catastrophic illness of a spouse or child, when the spouse or child is a permanent resident of the employee's home and

when the sick leave beneficiary is the primary caretaker.

6.21 The "CLB" shall be implemented based on the following provisions.

- a. Each bargaining unit member shall have the option of becoming a member of the "CLB" the first September of the Contract Duration Period. Once a sick leave day has been contributed the "CLB" the member may not withdraw the day for any reason. Such a contribution shall be made in writing on the appropriate form established by the "CLB" Committee. The Board Treasurer shall receive a form signed by each individual member granting the Treasurer the authority to deduct the day from his/her sick leave balance.
- b. If at any time the "CLB" goes below fifteen (15) sick days, the "CLB" Committee may choose to open the "CLB" for contributions. Any member not contributing days during a "reopened" period shall forfeit his/her membership in the "CLB". The "CLB" committee shall notify the membership in writing of any thirty (30) day re-opener period.
- c. A new employee of the Board shall be notified of the "CLB" by the "CLB" in writing. And must notify the "CLB" committee within fifteen (15) days after his/her Probationary period has ended that they will contribute their first earned sick leave day to the "CLB" in order to become a member. If a new employee transfers sick leave days in the district, upon completion of his/her Probationary period, a day shall be subtracted if the employee chooses to be a member of the "CLB".
- d. The "CLB" committee shall be comprised of seven (7) bargaining unit members, one (1) representative per Class, the Union President and the Assistant Superintendent- Human Resources or his/her designee. The Class representatives shall be appointed by the President of the Union.
- e. The "CLB" Cominittee may award a maximum of fifteen (15) days per request to a member who submits his/her initial application and if he/she meets the qualifications for eligibility. The Committee shall notify the board Treasurer in writing, the number of days a member is to be awarded.

The member will only be entitled to those days which are essential. If days allotted are greater than need, those days will be returned to the "CLB".

- f. If additional days are required the member may apply to the "CLB" for additional days, not to exceed fifteen (15) (maximum allotment of 30 days), when it is apparent that he/she will not be able to work at the expiration of the 15 day period awarded. The additional allotment of days determined will be the final decision of the Committee.
- g. A member may only apply for days from the "CLB" after he/she has exhausted all available leaves.
- h. A member applying to the "CLB" shall be required to provide the Committee with medical certification from a licensed physician attesting the member's condition is a major illness or serious injury that will require at least twenty (20) consecutive days of recovery, the Committee, at its discretion, may require a second medical opinion.
- i. The decision of the committee regarding the approval or disapproval of applications for sick leave days from the "CLB" shall be a final decision and shall not be appeasable through any internal grievance process or external legal proceeding.
- j. Elective medical procedures (or procedures including surgery, which can be performed during a time period where it would not impact on employment time,) shall not be approved.
- k. The sick leave day(s) contributed to the "CLB" shall remain until such a time as the committee awards the days.
- l. The Union President will convene the "CLB" committee within five (5) workdays of receipt of an application from a member requesting sick leave days for the "CLB". If adequate and compliant information and medical certification is provided, the Committee will notify the employee and the Treasurer's office in writing, of its decision within 48 hours after reviewing the application. The "CLB" committee must have a minimum of five (5) Committee members to convene.

REPORT OF ABSENCE

6.22 The employee is required to notify his/her immediate supervisor as soon as possible after becoming aware of the need to use paid sick leave, or the need to be absent or tardy.

6.23 Not later than the second work day after returning to work from sick leave, the employee shall complete, sign and submit the Board-provided certification of absence form. No sick leave payment shall be made until the required form is submitted. Falsification of any information on the form shall constitute grounds for the termination of the employee's contract. If medical attention was required, the employee's statement shall list the name of the attending physician and the dates when the physician was consulted.

6.24 The Superintendent may require a signed physician's statement justifying the use of sick leave, or may make other reasonable regulations in order to ensure compliance with this Article and with any applicable statutes.

UNPAID LEAVES OF ABSENCE

6.25 Employees may be granted leaves of absence without pay for the following purposes:

6.26 Military Leave: The Board shall grant military leave in accordance with state and federal law.

6.27 Prolonged Illness: The Board shall grant an unpaid leave of absence for a period of one (1) year in cases of prolonged illness, upon satisfactory medical certification of need. An additional year in two (2) six (6) month increments shall be granted upon satisfactory medical certification. The Board may also request interim medical certification during such leave.

6.28 Federal Family and Medical Leave Act of 1993: Employees who qualify shall be entitled to a leave of absence under the Family and Medical Leave Act of 1993 (FMLA) in accordance with federal law. FMLA shall run concurrently with any available Leave provisions of this Agreement for a period of twelve (12) weeks. For purposes of this section, the "twelve (12) month period" shall start with the first day of FMLA leave used and extend for twelve (12) months.

6.29 Parental Leave: Leave without pay shall be granted, upon written request by a classified

employee, for pregnancy, maternity, adoption, paternity and medical leave, and shall be arranged through the Superintendent or his/her designee at least sixty (60) days before the beginning date of the leave except when mitigating conditions merit deviation. The classified employee will receive written notification of leave specifications.

If conditions require, a pregnant classified employee may use accumulated paid sick leave for (a) disabilities resulting from the pregnancy, and (b) the period of confinement. The Superintendent or his/her designee may require the classified employee to supply a written statement from the doctor, substantiating that a disability exists and the expected duration of such disability.

If a pregnant classified employee prefers not to use accumulated paid sick leave or exhausts her accumulated sick leave, the employee must at the time apply for a medical leave of absence without pay or benefits. The leave shall be granted for disabilities resulting from the pregnancy and for the period of confinement. In either case, the Board will pay the premium for hospitalization and life insurance for the balance of the school year or for a period of three (3) months, whichever is shorter. When benefits are not paid by the Board, the classified employee may continue to be covered by said benefits by paying the monthly group rate, in advance, to the Treasurer of the Board.

6.30 Other: Unpaid leave of absence must be submitted to the supervisor at least 10 days prior for approval by the Superintendent and/or designee. Failure to meet minimum time line as specified in this section may result in discipline, up to and including suspension without pay.

SALARY INCREMENTS FOR LEAVES OF ABSENCE:

6.31 Salary increments are not allowed for leaves of absence unless the leave is for military reasons.

6.32 Salary Increments: To be eligible for salary increments an employee must be in active pay status for one half (1/2) of their contracted days in the employees work year, unless the leave is for military reasons whereas there are no restrictions or limitations.

SECTION VII -- CALAMITY DAYS

7.1 On days when any Garfield Heights City School buildings are closed due to public calamity

such as snow, floods, etc., the Board shall provide payment for those impacted employees at their regular hourly rate. Vital employees who must work on district-wide calamity days because of job responsibility or job description will be paid an additional amount equal to one and one-half (1-1/2) times-their regular hourly rate.

SECTION VIII -- JURY DUTY

8.1 The Board shall pay an employee's regular compensation while on jury duty.

8.2 Employees scheduled to work in the evening or night will not be required to report for work on any day when they have served as jurors.

8.3 To be eligible for jury duty pay the employee must promptly notify of his call to such duty, and must keep the immediate supervisor reasonably informed as to his absences or return to duty.

SECTION IX — HEALTH

9.1 The Board requires every employee to have a TB or other test, pursuant to the recommendations or requirements of the Public Health Department.

9.2 The Superintendent may require an applicant or an employee to furnish a certificate from a Board-appointed physician stating that he/she is physically and mentally qualified to fulfill the duties of an employee of the Garfield Heights City Schools. The examination is to be made by the Board's designated physician and the expense of the examination shall be paid by the Board.

9.3 Pursuant to the Ohio Revised Code, all bus drivers must pass their annual physical examination and meet all other statutory requirements for recertification, i.e. CDL and Criminal History Check.

9.4 Pursuant to the Ohio Revised Code and Federal Regulations, all bus drivers and vehicle drivers transporting students are subject to drug and alcohol testing and pre-employment testing for these classifications in accordance with Federal Law and Administrative Policy.

Note: Board and OAPSE agree to an administrative policy handout to drivers.

9.5 The safety committee will establish guidelines for those classifications where its assigned

person(s) may take or decline the Hepatitis B vaccinations.

SECTION X -- MILITARY SERVICE CREDIT

10.1 Military Service Credit, up to five (5) years, will be offered for wage and salary purposes only, to employees that have completed one year of employment, upon request by the employee and subject to verification by separation papers and honorable discharge. The Military Service Credit shall be available and can be utilized once during employment with Garfield City Schools.

SECTION XI -- VACATIONS

11.1 Vacations are earned by full time employees for periods of continuous system wide service prior to September 1 of each year. Full time employees, for vacation purposes, are those scheduled to work thirty-five (35) or more hours per week on a regular basis.

11.2 Full time (260/61 day) employees shall receive the following vacation pay:

| | |
|--|--------------------|
| Over 6 months but less than a year | 1 week |
| 1 year but less than 2 years | 2 weeks |
| 2 years but less than 3 years | 2 weeks and 1 day |
| 3 years but less than 4 years | 2 weeks and 2 days |
| 4 years but less than 5 years | 2 weeks and 3 days |
| 5 years but less than 6 years | 2 weeks and 4 days |
| 6 years but less than 7 years | 3 weeks |
| 7 years but less than 8 years | 3 weeks and 1 day |
| 8 years but less than 9 years | 3 weeks and 2 days |
| 9 years but less than 10 years | 3 weeks and 3 days |
| 10 years but less than 11 years | 3 weeks and 4 days |
| 11 years but less than 12 years | 4 weeks |
| 12 years but less than 13 years | 4 weeks and 1 day |
| 13 years but less than 14 years | 4 weeks and 2 days |
| 14 years but less than 15 years | 4 weeks and 3 days |
| 15 years but less than 16 years | 4 weeks and 4 days |
| 16 years but less than 17 years | 5 weeks |
| 17 years but less than 18 years | 5 weeks and 1 day |

18 years but less than 19 years5 weeks and 2 days
 19 years but less than 20 years5 weeks and 3 days
 20 years but less than 21 years5 weeks and 4 days
 21 years6 weeks

11.3 Vacation time is earned after each school year July 1 to June 30. Vacation days may be carried over from the traditional Summer months with prior approval of the Assistant Superintendent — Human Resources.

11.4 All employees shall schedule their vacation with their immediate supervisor. Vacations will be scheduled in accordance with operational needs three days in advance. In the event of conflict in the choice of vacation date, system-wide seniority shall prevail. However, once the vacation schedule is established, less senior employees may not be displaced by more senior employees.

11.5 If, before an employee begins a scheduled vacation, events occur which would entitle him to some other paid absence status under this Agreement, upon advance request the employee's vacation will be postponed to a later date within the same vacation year.

11.6 A certification of absence form, indicating the purpose is vacation, shall be completed in connection with the use of vacation days and shall be given to the Assistant Superintendent — Human Resources.

SECTION XII PAID HOLIDAYS

12.1 The holidays for which classified personnel are eligible shall be as follows:

| | | |
|--------------------------------|------------------------------|-----------------------------------|
| <u>(260/261 day) employees</u> | Independence Day | Custodians/Maintenance |
| New Year's Day | Labor Day | H.S./M.S./C.O. |
| Martin Luther King Day | Thanksgiving & the day after | Supv. Bldg., Grds, & Trans. Sec'y |
| President's Day | Christmas Eve | C.O. Secretaries |
| Good Friday | Christmas Day | C.O. Housekeepers |
| Memorial Day | | Network Technician |
| | | |
| <u>(216/229 day) employees</u> | Labor Day | Housekeeper |
| New Year's Day | Thanksgiving Day | Extended School Year Drivers |
| Martin Luther King Day | Day after Thanksgiving | Elem./PT CO Secretaries |
| President's Day | Christmas Eve | Attendance/Athletic Secretaries |
| Good Friday | Christmas Day | Associate/Guidance Secretaries |
| Memorial Day | | |

School Year (less than 215
day) employees
New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day

Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Cafeteria
Educational Support
Transportation
Lib./Aux. Service Clerks
HS/MS Ofc. Clerks
Office Secretaries
Technology

12.2 Should a holiday occur on a Saturday, the preceding Friday shall be observed as the paid holiday. Should a holiday occur on a Sunday, the immediate following Monday shall be observed as the paid holiday. If any employee should be scheduled to work the week/day a holiday would fall, that employee would be paid for said holiday.

12.3 In order to be eligible for any of the above holidays, the above employees must have worked, or be on some paid absence status under this Agreement, the day immediately scheduled before and the day immediately scheduled after such holiday. Holiday pay will be based on an employee's scheduled holiday hours.

12.4 There will be no activity permits issued for the use of district buildings on Thanksgiving and Christmas.

SECTION XIII -- RE-EMPLOYMENT

13.1 The Board shall give notice not later than July 1 annually to each non-teaching employee as to the wage to be paid during the succeeding school year, which shall not be lower than the salary for the preceding school year unless such reduction is part of a uniform plan.

13.2 A non-teaching employee shall be deemed re-employed for the succeeding school year when the Board does not give notice on or before April 30 of its intention not to re-employ such employee.

SECTION XIV -- RESIGNATION

14.1 A written notice of resignation shall be filed with the Superintendent at least ten (10) working days prior to the effective date of resignation, or no references will be given.

SECTION XV -- SENIORITY AND LAYOFFS

15.1 Seniority: Seniority shall be of two types:

- a. System-wide seniority shall be defined as total continuous service from the employee's Board approved date of hire. An approved leave of absence shall not constitute a break in seniority.
- b. Job classification field seniority shall be defined as total continuous service within the job classification as computed from the most recent date of entry into the job classification. An approved leave of absence shall not constitute a break in seniority.

15.2 Seniority Ties: If two or more employees have the same job classification seniority, the tie will be broken, first, by system-wide seniority and, next, by a flip of a coin or other method agreed upon by the affected members. Any seniority ties broken by flip of a coin or by another method agreed upon by the affected members will be memorialized and placed in the affected members' personnel files to ensure the seniority ranking between those employees is honored for the remainder of their employment.

15.3 Probationary Period: During the first year of their contracted employment, employees shall be considered probationary employees and shall have no seniority. They may be terminated at any time and for any reason during said probationary period without reference to the grievance and arbitration provisions of this Agreement or any other provision of this Agreement, except that all benefits that are due an employee shall be paid. Upon satisfactory completion of the probationary period, the employee's seniority will date back to their original date of hire.

15.35 Whenever a classification change is approved, a 60 day (work day) probationary period will be in effect. If the probationary classification employee is unsuccessful during the probationary period and after review with the immediate supervisor and superintendent of schools and without reference to the grievance and arbitration provisions of this Agreement or any other provision, this employee will be placed in their previous level of classification.

15.4 Layoff: In the event of a reduction in the work force in any job classification for any reason, the number of people affected will be kept to a minimum by not employing replacements

insofar as practical of employees who resign, retire or otherwise vacate a position. The affected bargaining unit member being subject to lay-off may bump the least senior employee in their classification station. The least senior member of that classification station may then exercise his/her system-wide seniority to bump into a lower station in the reduction in force bracket. The bargaining unit members bumping between classification stations within their bracket may "bump" the least senior employee in the lower bracket provided that the employee has maintained the qualifications, experience, skill and ability to then immediately perform that job's responsibilities. The employee being displaced ("bumped") will have the same opportunity to exercise his/her seniority subject to the same conditions.

NOTE: See flowchart on page 65 in Appendix

15.5 Recall: Employees laid off from their regular job classification will have the first right of recall to their regular job classification if openings occur therein, in order of system-wide seniority, for three (3) years from the date of layoff. Otherwise, openings shall be filled in accordance with Section XXII of this Agreement ("Transfer to Open Positions"). Recalled employees must report for work within fourteen (14) calendar days of the date they were notified, or future recall rights will be forfeited. Employees are responsible for keeping the board informed of changes in address and telephone numbers.

15.6 Reduction in Hours: A reduction in regularly assigned hours in any job classification will be considered the same as a reduction in force in that job classification.

SECTION XVI

16.1 WORKER'S COMPENSATION

- a. All employees covered under this agreement are protected under the State Worker's Compensation Act of Ohio, in cases of injury or death incurred in the course of or arising out of their employment.
- b. Any injury incurred while performing assigned responsibilities shall be reported immediately to the Treasurer or his/her designee, injured employee's supervisor or other designated representative within 72 hours following a serious injury where normal reporting is not possible. The investigative report will indicate whether it is a medical

only or a regular disability claim. The treasurer of the district shall provide all necessary forms and instructions on how to complete forms to the injured employee. The treasurer shall then file the forms with the Bureau of Worker's Compensation in proper and timely manner.

- c. Any employee may elect to use his/her accumulated sick leave in conjunction with medical benefits under Worker's Compensation but cannot receive both sick leave and wage reimbursement under Worker's Compensation.
- d. Employees may elect to use sick leave as an advancement and when compensation is paid, employee shall repay the Board and have sick leave pay reinstated. The Board shall prepare an agreement form to be signed by both parties immediately after the accident which will be filed with the Bureau of Workers' Compensation. [Ref: Adm. 4123-5-20 (c).]

16.2 The union will provide representatives to a district safety committee that will meet periodically.

16.3 It is the policy of Garfield Heights City Schools to effectively manage workers' compensation losses and invoke cost containment measures for workers' compensation claims while maintaining the working status of our employees.

The aim of this program is to provide employment after the onset of a work related injury, accident or illness; allowing for reasonable accommodations and/or alternative positions within the school district based on any restrictions established by the Physician of Record. Transitional work is a temporary accommodation.

The Transitional Work Program is available to any employee who sustains a work related injury, occupational disease or illness that is likely to result in lost time from the job. Each transitional work assignment will be treated independently of others. The injured worker must have the potential per the Physician of Record to return to his/her original job with permanent modifications or other targeted job by the end of the transitional work assignment. Employees who are expected to have a temporary period of job performance limitations (defined as a limitation that is anticipated to last no more than ninety (90) calendar days) will be considered for participation in the program.

SECTION XVII -- INSURANCE

17.1 Eligibility: All employees who are scheduled to regularly work more than thirty (30) hours per week shall be eligible for Board paid health insurance, major medical insurance, prescription coverage, dental insurance and Vision Care. Those employees presently qualifying and continuing to work more than twenty (20) hours during the 92-93 school year and thereafter are considered to meet the above eligibility.

17.2 Insurance: The Board shall determine the level of benefits and contract for and provide health insurance, major medical insurance, prescription coverage, dental insurance, and Vision Care, family or single, as appropriate, for eligible classified employees. All eligible employees will have insurance with Super Med Plus and shall pay the following monthly contributions:

From July 1, 2011 through December 31, 2011, \$25.00 per month.

Effective January 1, 2012: A monthly contribution equal to 7% of the cost of the Board's premium.

This monthly contribution shall be payroll-deducted equally over 26 pays.

Those eligible classified employees who elect not to participate in the District's health insurance program shall be eligible for a lump sum payment of \$2,000 if eligible for the family plan and \$900 if eligible for single coverage. In the event a husband and wife are both employed by the Board and one elects family health care coverage:

- A. The other spouse shall not be entitled to this lump sum payment.
- B. The other spouse shall not be entitled to elect single or family health care coverage unless family coverage is required for one of the other spouse's dependent or any other demonstrated reason mutually agreed upon by the Board and Union.

17.3 Spousal Insurance: Effective January 1, 2012, if an employee's spouse is eligible to participate, as a current employee or retiree in group health insurance and/or prescription drug insurance, sponsored by his/her employer or any public retirement plan, the spouse must enroll in such employer (or public retirement plan) sponsored group insurance coverage(s).

This requirement does not apply to any spouse who works less than thirty (30) hours per week AND is required to pay more than fifty percent (50%) of the single premium to participate in his/her employer's group health insurance coverage and/or prescription drug insurance coverage. This requirement also does not apply to any spouse who is a retiree under a public retirement plan and enrolled in Medicare coverage.

Upon the spouse's enrollment in such employer (or public retirement plan) sponsored group insurance coverage, that coverage will become the primary payor of benefits and the coverage sponsored by the Board of Education will become the secondary payor of benefits. If an employee's spouse enrolls in his/her employer's health insurance, the employee shall not be required to enroll in single coverage offered by the Board of Education, provided the employee is eligible for family coverage.

Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer or any public retirement plan, as required, shall be ineligible for benefits under such group insurance coverage sponsored by the Board of Education.

Every employee whose spouse participates in the Board of Education's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board of Education, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer or any public retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all health and prescription drug insurance coverages sponsored by the Board of Education. Additional documentation may be required.

If an employee submits false information or fails to timely advise the Board of Education of his/her spouse's eligibility for employer (or public retirement plan) sponsored group health insurance and/or prescription drug insurance, and such false information or such failure by the employee results in the Board of Education Plan providing benefits to which the employee's spouse is not entitled, the employee will be personally liable to the Board of Education Plan for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Board of Education Plan. Any amount to be reimbursed may be deducted from the benefits to which the employee would otherwise be entitled. In addition, the employee's spouse will be

removed immediately from all health and prescription drug insurance coverages sponsored by the Board of Education. Any employee submitting false information will be subject to disciplinary action, up to and including termination of employment.

17.4 Life Insurance: The Board shall purchase from a carrier licensed by the State of Ohio, group term life insurance for each regularly scheduled non-teaching employee. For employees who are scheduled to work twenty (20) hours or less per week, life insurance shall be furnished in the amount of \$10,000. Employees who are scheduled to regularly work more than twenty hours per week, will be provided life insurance in the amount of \$20,000. The Board will attempt to make arrangements with the present carrier so that members of the unit can purchase additional life insurance at group rates in increments of \$5,000. The cost of such additional insurance is to be paid entirely by the employee.

17.5 Insurance Committee: There will be an Insurance Committee comprised of nine (9) members. The OAPSE President shall appoint three (3) members to the Insurance Committee. The Insurance Committee shall explore other health insurers who must provide health insurance coverage of an equal or better value than the present health insurer. If no agreement is reached by the Insurance Committee or if the OAPSE membership does not accept the recommendation of the Insurance Committee, then the health insurance coverage shall remain the same.

17.6 COBRA: The Consolidated Omnibus Budget Reconciliation Act, COBRA, enacted in 1986, provides covered employees the opportunity of purchasing health benefits for themselves and their dependents/beneficiaries when coverage is terminated for the following reasons: job loss, reduction in hours, separation, divorce, death and/or dependent child ceases to be a dependent child. The duration of coverage under the COBRA provisions is 18 to 36 months depending upon the condition of eligibility.

SECTION XVIII — SEVERANCE PAY

18.1 To be eligible for severance pay, a bargaining unit member must have at least five (5) years service with Garfield Heights City Schools and has been granted retirement according to SERS requirements, or have at least twenty (20) years service in Garfield Heights City Schools.

18.2 Payment will be made in a lump sum within sixty (60) days after proof of retirement/resignation and meet the requirements under 18.1 and will be paid only once. An

employee's request to defer severance pay to January after the calendar year, in which he/she retires/resigns, will be considered.

18.3 Severance pay shall be based on the employee's daily rate; including all supplemental contracts and allowance in effect at the time of leaving.

18.4 Employees will be paid severance pay based upon one half (1/2) of their unused sick leave at the time of retirement/resignation, and meets the requirements under 18.1, up to a maximum of one half (1/2) of 154 days.

18.5 Employees Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued but unused by the employee at the time payment is made.

18.6 In the case of death of an employee, any earned but unused regular pay, compensatory time, vacation time and severance pay shall be paid to his/her spouse, if no spouse exists, to his/her estate.

18.7 Early Retirement Incentive Program: A bargaining unit member shall be eligible for the Early Retirement Incentive Program, on the date he/she becomes eligible under one of the School Employees Retirement System's criteria. This criterion is defined as:

- At least five years of service for a pension at 60 or later,
- At least 25 years of service to retire between 55 and 60; or
- At least 30 years of service to retire at any age.

The first time a bargaining unit member becomes eligible to retire, he/she shall receive 100% of the retirement incentive amount if they elect to retire at that time as shown on the schedule. The second time a bargaining unit member becomes eligible to retire; he/she shall receive 50% of the retirement incentive amount if they elect to retire at that time. If a bargaining unit member passes on the first two eligibility criterion, they will no longer be eligible for the incentive. The retirement incentive amounts are determined using the retired employee's current base salary for that classification and years of service. Any eligible employee who wishes to participate in this incentive program must elect in writing stating he/she wants to participate prior to the school year end (June 30th) in which he/she retires. This incentive will be payable in two payments on or near July 1 following their retirement date.

| Base Salary | | | | | | | | | | |
|------------------------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| SERS Requirements | \$0 | \$15,001 | \$20,001 | \$25,001 | \$30,001 | \$35,001 | \$40,001 | \$45,001 | \$50,001 | \$60,001 |
| | \$15,000 | \$20,000 | \$25,000 | \$30,000 | \$35,000 | \$40,000 | \$45,000 | \$50,000 | \$60,000 | \$70,000 |
| 30 yrs of service | \$11,000 | \$11,500 | \$12,000 | \$12,500 | \$13,000 | \$13,500 | \$14,000 | \$14,500 | \$15,000 | \$15,500 |
| 25 yrs of service -1-55 yrs old | \$10,000 | \$10,500 | \$11,000 | \$11,500 | \$12,000 | \$12,500 | \$13,000 | \$13,500 | \$14,000 | \$14,500 |
| 5 yrs of service + Over 60 yrs old | \$5,000 | \$5,500 | \$6,000 | \$6,500 | \$7,000 | \$7,500 | \$8,000 | \$8,500 | \$9,000 | \$9,500 |

SECTION XIX – SALARY INFORMATION AND DIFFERENTIALS

19.1 Effective July 1, 2012, the Board and Union agree each member will receive a step increase equal to one step level higher on the salary schedule that s/he was on as of June 30, 2012.

Effective July 1, 2013, the Board and Union agree each member will receive a step increase equal to one step level higher on the salary schedule that he/she was on as of June 30, 2013.

Effective July 1, 2012, and July 1, 2013, any bargaining unit member not entitled to a step level increase under this section shall receive the equivalent of a step increase calculated at 2% of his/her base salary. This amount shall become part of that individual's base salary and paid over the course of the employee's contract year. This provision shall not result in the addition of step levels on the salary schedule.

19.2 New Classifications: If the Board creates a new job classification, it will establish a wage rate therefore and give written notice to the Union. If the Union does not agree with the wage rate, it must make written request for a meeting for negotiation of the wage rate, which request must be within seven (7) calendar days of receiving the above notice. If the Board and the Association cannot agree on the wage rate at that meeting, the Union may request arbitration of the wage rate. The request for arbitration must be in writing, received within seven (7) calendar days after the above meeting. The burden shall be on the Union to establish that the wage rate set by the Board is substantially improper.

19.3 Salary and Hourly Schedules: The salary or hourly rate schedule from July 1, 2012,

through June 30, 2014, shall be the same as the salary or hourly rate schedule in place on June 30, 2011. During the term of this contract, there shall be no salary increases and the base salary shall not increase.

19.4 Payday: All employees are paid bi-weekly, except for years with 53 Fridays. The Board shall not pay employees in advance of days actually worked.

19.5 Longevity Compensation: Longevity is not included in the hourly rate for overtime pay. Eligibility begins after completing the anniversary of the employment date starting the new contract year of July 1.

Longevity Compensation:

Thirty (30) hours or more

| | |
|-----------------------------------|-----------------|
| Begins on Completion of: 10 years | \$60 per month |
| Begins on Completion of: 15 years | \$70 per month |
| Begins on Completion of: 20 years | \$90 per month |
| Begins on Completion of: 25 years | \$120 per month |

Twenty (20) — Twenty-nine (29) hours:

| | |
|-----------------------------------|----------------|
| Begins on Completion of: 10 years | \$35 per month |
| Begins on Completion of: 15 years | \$40 per month |
| Begins on Completion of: 20 years | \$45 per month |
| Begins on Completion of: 25 years | \$55 per month |

Ten (10) — Nineteen (19) hours:

| | |
|-----------------------------------|----------------|
| Begins on Completion of: 10 years | \$10 per month |
| Begins on Completion of: 15 years | \$15 per month |
| Begins on Completion of: 20 years | \$20 per month |
| Begins on Completion of: 25 years | \$30 per month |

Payable in semi-annual payments on or about January 1st and June 1st according to the Treasurer/CFO guidelines.

19.6 Merit Incentive for Attendance: Each employee, full or part time, who has used no sick leave, personal leave or leave without pay during a quarter of their total work schedule shall receive a merit incentive for attendance of one paid day at their daily base salary rate. If an employee uses sick leave on a day of injury/accident that occurred at work, it shall not count as sick leave for purposes of this provision. Payment of the incentive shall be made no later than the second pay following the close of the quarter year period.

19.7 Salary Reduction Pickup: The Board shall implement the salary pick-up to SERS as condition of employment at no cost to the Board. Under this form of employer pick-up, individual employees' salaries

are reduced by the amount of employee retirement contributions. The contributions are then paid by the employer. Note that the pick-up is included in the original contract salary before reduction and does not require any additional cash outlay by the employer. The contribution amount is based on the original contract salary, and the earnings for retirement purposes include the contributions picked up by the employer. The employee receives the added benefit of reduced gross income for federal and state income tax purposes.

All subsequent bargaining unit member contracts and salary notices shall reference the provision of the salary reduction pick-up.

SECTION XX -- SUBCONTRACTING

20.1 In fulfillment of its responsibility to operate the school system, the Board may subcontract work performed by Bargaining Unit members. However, such subcontracting will not occur if it includes layoff of employees who currently perform said work.

SECTION XXI - BUS ROUTES

21. Prior to the beginning of the school year at the annual in-service meeting, those drivers in attendance, will review the established bus routes and will have the opportunity to select by seniority their route for the new school year subject to the final approval and assignment of the Superintendent or his/her designee. System wide seniority does not apply to the selection of routes process unless Garfield Heights classification experience as a bus driver exists. For bus route election, date of hire in classification will be the determining factor among probationary employees. Bus/vehicle routes will have a minimum of regular hours as posted.

- a. AM bus/vehicle route will be a two (2) hour minimum
- b. PM bus/vehicle route will be a two (2) hour minimum
- c. Mid-day bus/vehicle routes will be one (1) hour minimum

21.1 If by October 1 of the current school year a bus/vehicle run has changed by one hour a day or 5 hours or more per week, then that bus/vehicle driver will be allowed the opportunity to work additional time equal to the time lost or until additional route time increases.

21.2 Duration: Employees may not change selection during the balance of that year without the approval of the Supervisor of Building, Grounds, and Transportation.

21.3 Special Field Trips: Any Board paid field trip shall be driven by a contracted unit member. Special field trip assignments involving overtime/extra time will be rotated as equally as possible among contracted unit member bus drivers and qualified maintenance drivers. It is each driver's responsibility to cover his or her trip. A driver upon 24 hour notice may trade or give a trip away to any other eligible driver. If the driver is absent, the trip will go on an alternate list of drivers. Daytime educational trips will be rotated in the same manner among all contracted unit members. If no full time or part time contracted unit member bus driver/maintenance driver can take a trip, it may be awarded to a substitute driver or vehicle driver.

21.4 Layover Time: Bus/vehicle drivers are directed to remain at the location of the event to which the trip is made unless otherwise noted, will be paid for all hours at the location.

- a. Shuttles shall be a minimum of two (2) hours out and two (2) hours back.

21.5 Bus Unavailability: If a Board vehicle is not available to be operated when a bus/vehicle driver reports for work, the driver will be paid for the time he is required to remain at work until he/she is released, but not less than one (1) hour show-up time.

21.6 Bus Monitors: Any bus run with children that require wheelchair/handicapped assistance may have a monitor on the bus as determined by the Superintendent or his/her designee.

21.7 CDL: All maintenance mechanics and vehicle drivers must obtain a CDL/Bus Driver endorsement unless medically impossible by January 1, 2007. Exemptions may be made by the Director of Business Services.

SECTION XXII -- TRANSFER TO OPEN POSITION

22.1 In the event a new Bargaining Unit position is created or a vacancy occurs in an existing Bargaining Unit position, and the Board wished to fill the same, employees may seek transfer under the following provisions:

Definition of Vacancy: a position that is unfilled as a result of resignation, retirement, termination, transfer, death, or is newly created.

22.2 Posting: When the Board determines that a vacancy exists in a position covered by this

Agreement, either by creation of a new position or separation of a bargaining unit member from service, the position shall be posted for bid. Should the Board determine not to fill a vacant position, the O.A.P.S.E. local union president and the membership shall be informed.

Vacancies shall be posted via e-mail and in a conspicuous place in each building and bus garage on the O.A.P.S.E. bulletin board within forty-eight (48) hours of Board action on the position and remain there for five (5) working days and filled within fifteen (15) working days or at the next regularly scheduled Board of Education Meeting, but may be extended by mutual agreement for extenuating circumstances. Any member of the bargaining unit may submit, in writing, his/her request to fill the vacant or newly created position. Any unit member on a RIF list shall also be notified of any open or vacant positions in his/her classification area or in any other classification area.

Minimum hours will be established with the postings of newly created positions; vacant positions shall be posted as the same position, days/hours as vacated, unless an explanation is requested. The minimum number of hours which the employee is hired shall not be reduced while the employee is in that position. This procedure shall not be used to create more than one position for one vacancy without the consent of the Union President.

When a promotion or transfer for a currently employed staff member is granted, the promoted/transferred employee has the option of returning to his/her previous job and salary step/level, provided that he/she returns before the job is permanently filled. The return of the employee may also be made by the administration during the same time period.

No member of this bargaining unit shall be involuntarily transferred from his/her present position or location without being notified fourteen (14) calendar days in advance. Transfers shall not occur without the affected employee's agreement or unless documented just cause exists.

22.3 Application: Interested employees may make written application for the open position in the office of the Assistant Superintendent — Human Resources, and they will be considered before any external applications the Board may receive.

22.4 Award: The Board will award the open position after considering internal applicants on the basis of qualifications, experience, skill and ability to perform the position in question, and prior

work history. If two or more applicants are equal in those factors, only then will the position be awarded on the basis of system-wide seniority to a bargaining unit member. It is responsibility of the Local #108 President and or designee and the Assistant Superintendent – Human Resources to insure the integrity of this process.

22.5 Summer Employment: Current employees will be considered first for summer employment as listed under 22.4.

SECTION XXIII -- UNION PRIVILEGES

23.1 Access: The Union President, Grievance Chairperson and/or local union representative will be allowed reasonable time to meet with the membership or administration to discuss contracted issues, process grievances, or attend arbitration proceedings without loss of pay or benefits. Such meetings must be held on Board property.

23.2 Notices: The Union may have reasonable use of one Board bulletin board within each building, mail boxes and mail system for posting or transmission of notices concerning Union matters. Such material may include information regarding upcoming elections and endorsements. Such use will be subject to reasonable control, including advance permission of the building principal or the Superintendent.

23.3 Use of Building: The Union may use a designated Board building for its meetings, but at such times as such buildings are otherwise opened and without additional expense to the Board. Such use will be subject to reasonable control, including advance permission of the building principal or the Superintendent.

23.4. Seniority List: The Union will be furnished with a seniority roster of all employees, showing job classification seniority and system wide seniority, on or about every October 1st.

23.5 Chapter Delegates: A maximum of three (3) Union chapter delegates for a period of not more than three (3) days, will be released from work to attend the union's Annual conference upon thirty (30) days advance notice, with pay and benefits continued. In addition there shall be granted up to two (2) days for Union Education programs. However, the costs related to attending the conference and Union Education Programs shall be the responsibility of O.A.P.S.E, or the delegates. Documentation of attendance shall be required.

SECTION XXIV -- EMPLOYEE PRIVILEGES

24.1 Non-Discrimination: The Board and Union agree that non-certified employees are entitled to full rights of citizenship regardless of age, sex, race, color, creed, or place of origin, and therefore, acknowledge that non-certified employees have the right to exercise their constitutional right of political or union involvement without fear of reprisal or discipline in any form.

24.2 Personnel Files: Employees will be able to examine and/or obtain copies of materials from their personnel file, except any reports, ratings or other materials relating to periods of time prior to employment of the employee. Such files will be kept in confidence, and will be available for inspection only to other employees and agents of the Board when necessary in the administration of the Board's affairs.

- a. A unit member shall be given an opportunity to prepare a written response to such material which shall be included in the file.
- b. No disciplinary action (warning, reprimand or suspension) nor any evaluation shall be placed into a unit member's file without the unit member having an opportunity to sign the document. The unit member's signature is merely an acknowledgement the unit member has received the document and has an opportunity to read the document and does not indicate agreement with the content. Should the unit member refuse to acknowledge receipt and an opportunity to review the document, such refusal shall be noted on the document and signed by the person delivering the document to the unit member.
- c. At any time, a unit member may request in writing that information he/she believes is outdated, irrelevant or immaterial be removed from his/her file. Such request shall detail the unit member's rationale as to why the material should be removed. If the material is not removed, the unit member's request will be attached to the material.

24.3 Evaluations: No evaluation of any employee will be placed in the personnel file until opportunity for discussion between the employee and the evaluator with regard to that

evaluation. The employee shall have the right to review and respond in writing to any negative evaluation, and such response will also be placed in the personnel file.

Every attempt will be made to complete all evaluations annually. In the event an employee has not had his/her annual evaluation he/she shall contact the Superintendent or his/her designee and one will be completed no later than eighteen (18) months after the prior evaluation.

24.4 Discipline: The employer reserves the right to discipline, suspend or discharge employees for just cause. The Employer further reserves the right to adopt reasonable rules and regulations not inconsistent with terms of this agreement governing employee conduct and to discipline, suspend or discharge employees for violating the same. The Union and any effected employees reserve the right to grieve the reasonableness or application of such Board adopted rules and regulations. At any time that a written warning or more serious discipline is imposed upon an employee, the Union will be so notified within a reasonable period of time. Generally speaking, the Employer agrees to recognize and employ the principles of progressive discipline. Thus, in the case of minor offenses (such as tardiness), a first violation will be dealt with through verbal counseling and/or written warning. Additional offenses of the same or similar seriousness may be punished more severely, giving due regard to the number of prior offenses, the period of time between offenses, the employee's overall work record and any other relevant factors. In the case of serious offenses (such as intoxication/use of illicit drugs, refusal to submit to a drug/alcohol test under Section 24.6, dishonesty (including theft or fighting), the Employer reserves the right, even on the first offense, to impose appropriate punishment (up to and including discharge). Discipline will not be issued in an arbitrary or capricious manner.

An employee shall be given a hand-delivered copy of any written warning, reprimand or other disciplinary action entered on his personnel record within seven (7) days from the date the action was taken. The provisions of this paragraph apply to the extent that the employee is present at the Employer's premises. Otherwise, copies of notices shall be mailed to the employee's home by certified U.S. mail, return receipt requested. The employee shall be deemed to have received such notice if the Employer follows the procedures of this paragraph within seven (7) days.

Any employee who has been disciplined by suspension or discharge will be given a written statement describing the reason or reasons for which he has been suspended or discharged. In the case of suspension, the employee will be advised of the duration of the suspension. Any

employee who is requested by the Employer to submit to an interview or other form of questioning in connection with an investigation where the employee reasonably believes the investigation may result in disciplinary action against the employee shall be entitled, upon request, to have a Union representative present, either in person or, if that not be practical by telephone. The employee shall further have the right to confer for up to fifteen (15) minutes with his Union representative prior to submitting to questioning by the Employer.

Any suspension shall be for a specific number of consecutive days on which the employee would be regularly scheduled to work. Holidays occurring during a period of suspension shall be counted as work days for the purposes of the suspension only.

24.5 Discipline: No written record of any discipline will be placed in the employees personnel file unless the incident which the discipline concerns has been discussed with the employee. The employee will have the right to respond to the discipline in writing, and such response will also be placed in the personnel file.

24.6 Drug and Alcohol Testing: Both the Union and Employer recognize illegal drug usage and impairment due to alcohol are threats to the safety of employees and the public. The goals of the drug and alcohol testing program are prevention of abuse, the dangers arising there from, and rehabilitation.

Employees who perform safety sensitive jobs or are required to hold a Commercial Drivers' License will be required to submit to a drug test and alcohol test on a random basis. Any employee shall also be subject to testing where at least two (2) supervisors have a reasonable suspicion, based on specific, contemporaneous, and articulable observation of the employee, that the employee may be under the influence of alcohol or drugs. "Under the influence" means that the employee has alcohol or mood altering drugs in his system and is affected by such alcohol or drug in a detectable manner including but not limited to, impaired performance of job duties and responsibilities.

The laboratory performing the tests will preserve any specimen collected for at least three (3) months in order that the employee may, at his expense, have the sample sent to another laboratory, agreed to by the Employer and the Union, for further analysis. Should a second test produce a result different from the first, a third test will be conducted by a third laboratory,

agreed to by the Employer and the Union, on the same sample using a methodology selected by the third laboratory. The costs of all testing shall be borne by the Employer.

Prior to testing an employee may reveal any prescription drug and shall supply a physician's statement in connection with that prescription drug within seventy-two (72) hours. The employee will receive due consideration in the determination of potential work violation(s) if the drug is properly prescribed and administered.

Any employee who is required to take a test for suspected drug or alcohol abuse will be permitted to have a Union representative present during the testing; provided, however, the testing will not be unreasonably delayed (more than one (1) hour) to allow the attendance of the Union representative.

The laboratory selected by the Employer to conduct the analysis, and any laboratory used for confirming tests at the request of the employee, Union, or Employer under this provision, must be experienced and capable in the areas of quality control, documentation, chain of custody, technical expertise, and have a demonstrated proficiency in testing. All tests will be conducted using chain-of custody procedures whereby all specimen samples are sealed, labeled and checked against the identity of the person tested. Samples shall be stored in a secured and refrigerated atmosphere until tested.

- A. The alcohol test will be conducted by using an evidential breath testing device and if a positive finding occurs, it shall be confirmed by a blood sample take of the employee. Any result less than 0.041 shall be considered a negative test.
- B. The drug test will consist of two (2) phases:
 - 1. The enzyme multiplied immunoassay technique ("EMIT") shall be used to screen urine sample.
 - 2. Any positive result will be confirmed using the gas chromatography/mass spectrometry ("GC/MS") test.
- C. The threshold limits used by the United States Department of Human Services shall be employed in drug testing to determine the quantity of drugs in the specimen necessary

to have a positive result. All employees shall be paid at their regular rate of pay for all hours that the employee is required to be present, including reasonable travel time. The minimum paid time will be one (1) hour.

Employees who voluntarily reveal drug and/or alcohol problems, but who have not been involved in other violations of the Employers rules and regulations (other than prohibitions regarding drug and alcohol use), will not be suspended or discharged for revealing their drug and/or alcohol use. The employee will be referred to a treatment program. Once treatment is completed and the employee is released to return to work, the employee shall be subject to random drug testing for a period of not to exceed one (1) calendar year.

All information regarding drug or alcohol testing results will be kept confidential. The Assistant Superintendent – Human Resources and the employee's immediate supervisor will be informed of the results. All drug test results are reviewed and interpreted by a physician, who shall be known as the Medical Review Officer ("MRO"), before they are reported to the Employer. If the laboratory reports a positive result to the MRO, the MRO shall contact the employee, either in person or via telephone, and conduct an interview to determine if there is an alternate medical explanation for the drugs found in the employee's urine specimen. If the employee provides appropriate documentation and the MRO determines that it is a legitimate medical use of a prohibited drug, the drug test will be reported as negative. Should the employee test positive, he will be referred to a treatment program while confirmation of test results transpire. The removal cannot take place until the MRO has interviewed the employee and determined that the positive drug test resulted from the unauthorized use of a controlled substance. The employee cannot return to work until he has been evaluated by a substance abuse professional or MRO, has complied with recommended rehabilitation and has a negative test result on a return-to-duty test. The Employer may implement follow-up testing procedures to monitor the employee's continued abstinence from drug use, including random testing.

Employees who are subject to discipline as a result of drug or alcohol abuse are entitled to contest the discipline through the Grievance Procedure, or if they contend they have been prejudiced by a violation of this Article.

24.7 Representation during Discipline and Grievance procedure: It is acknowledged that the administrative representatives of the Board have the right to speak to, inquire of or meet with

bargaining unit employees with regard to any work related matters without the necessity of an Union representative being present, except only as follows: (a) If the purpose of the discussion is to issue discharge or suspension during that same discussion, the employee shall have the right to request the presence of the Union's Local President before the discharge or suspension is issued, unless immediate suspension is necessary where the issue is safety of persons or property; (b) If the Step Two Board Representative requests a meeting at Step Two of the Grievance Procedure, the employee shall have the right to request the presence of the Union's Local President at such meeting; (c) If an employee requests a meeting at Step Three of the Grievance Procedure, the employee shall have the right to request the presence of a Union representative at the meeting; (d) The employee will be represented by an Union representative at Step Four (arbitration) of the Grievance Procedure.

24.8 Copy of Agreement: Upon execution of this Agreement, the Board will post a copy thereof on its website.

24.9 Voting Time: If an employee's work schedule is such that it does not allow sufficient time before or after work to vote in any federal, state or local election, the Board will arrange a reasonable paid release time for the employee to vote.

SECTION XXV -- HOURS

25.1 Schedules: The standard work week shall be five (5) consecutive days, Monday through Friday, eight (8) hours per day, forty (40) hours per week. The Board may develop, in conjunction with the Labor Management Committee, a work day or work week less than eight (8) hours per day or forty (40) hours per week, Monday through Friday for positions whose work load and responsibilities require a work schedule of less than full-time. Full time secretaries' standard day shall be seven (7) hours with an unpaid lunch. The Board shall not make changes in an employee's basic schedule in order to avoid paying overtime.

25.2 Classification Pay: The Board agrees that if a member of the bargaining unit is requested to and does perform all work that is normally performed by an employee holding a higher classification, then such member shall receive the rate of pay normally paid the higher classified employee from the first day of assignment. There shall not be a classification pay change solely because of a shift change. In order for an employee to receive classification pay, the employee

must work such assignment for a period of time not less than five (5) days as approved by the Superintendent or his/her designee.

25.3 Lunch Period: Employees scheduled to work for at least thirty-five (35) hours per week will be entitled to an unpaid lunch period of not less than one-half (1/2) hour nor more than one (1) hour.

25.4 Rest Periods: Employees scheduled to work at least five (5) consecutive hours per day will be granted at least one paid rest period of fifteen (15) minutes.

25.5 Cafeteria Employee Hours: If a cafeteria employee is out and a substitute is to be called in, extra hours will first be offered to the lower-hour cafeteria employees, before being given to the substitute.

25.6 Summer School Cleaning Personnel: During the period of summer school, a cleaning staff member will be appointed to clean the building scheduled to be used. The staff member should be scheduled to clean, two (2) hours daily, after the conclusion of the regularly scheduled day of summer school.

25.7 Bus Garage Hours: Daily extra hours in the bus garage should be rotated as equally as possible. Please notify immediate supervisor and communicate desires for extra work.

SECTION XXVI -- EMPLOYEE ALLOWANCES

26.1 Personal Vehicles: Employees who are directed to use their personal vehicles on Board business will be paid at the I.R.S. mileage rate.

26.2 Uniforms: Cafeteria employees will be furnished two (2) uniforms - at least bi-annually, which they are responsible to maintain and return. Cafeteria uniform color choices can be voted upon by their respected staff prior to ordering their uniforms each year.

Maintenance staff, housekeeping staff and custodians will be issued five 100% cotton polo-style shirts and five 100% cotton t-shirts. Transportation staff will receive five 100%-cotton polo-style shirts. Colors will be jointly agreed upon.

Polo-style shirts must be worn when school is in session. District issued t-shirts can be worn as a

substitute for the summer months and during holiday breaks.

Appropriate shorts for custodians can be worn during the summer, winter and spring break months but are not to be worn when school is in session.

Maintenance staff, transportation staff and food van driver can wear appropriate shorts during the months of May thru September, winter and spring break only.

Mechanics can wear district issued t-shirts during their work day. If they are required to drive a school bus, the mechanics must wear their polo-style shirt.

Shirts and jackets must be maintained by the employee. In the event that an issued piece of uniform, i.e. jacket, is damaged beyond repair, lost or stolen, the employee must then replace the garment at their own cost.

Shirts and jackets will be replaced as follows: three new polo-style shirts and t-shirts will be issued to the maintenance staff, housekeeping staff and custodians after 3 years of wear. Jackets for maintenance staff will be evaluated after 3 years of use and custodian and transportation staff jackets will be evaluated after the 5th year.

Maintenance staff and custodians will be issued a Carhartt equivalent or three season jacket. Transportation staff will be issued a three season jacket or parka style jacket.

Uniform issued shirts and/or jackets must be worn daily and must be worn as the outer most visible garment on the body.

All pants, shorts, skorts, capris and skirts must meet all guidelines in this dress code including, but not limited to, fit, length and style.

Length of shorts, skirts, dresses and/or skorts must equal or exceed the employee's fingertip length.

Pants, shorts, skorts, capris, and skirts made of mesh, nylon, spandex, flannel, fleece or similar materials (such as pajama-style bottoms, sweatpants, jogging pants, running shorts, etc) are not permitted. Athletic clothing in the form of pants, shorts, capris, and skirts is not permitted.

Transportation, custodians, housekeeping and Maintenance staff, when allowed, can wear denim

shorts or jeans. Shorts or pants will be a denim material or an approved material in navy or khaki color.

No school issued uniform may be altered to change the appearance of the garment.

26.3 Clothing Allowance: The bus mechanics shall receive a \$250.00 reimbursable clothing allowance yearly.

26.4 Safety Gear: If the Board or other regulatory organizations requires the wearing or use of specific safety gear or equipment, it will furnish the same at its expense, or may reimburse the employee for the cost of procuring the same.

26.5 Safety: A safe work environment is the goal of both employees and the Board. In order to facilitate this goal, effective communications should be encouraged at all levels. The employer and employees should constantly seek to maintain a safe and productive work environment. The employees should communicate their safety concerns to their supervisor for mutual investigation.

26.6 Professional Inservice: The Superintendent, or his/her designee will consider request of an employee to take courses which are directly related to the employee being better able to perform his/her current job. The requests must be received in advance. The Superintendent, or his/her designee may, in his or her sole discretion, agree to reimburse the employee for all or part of tuition, books and fees after successfully completing the course.

26.7 NEOEA/OAPSE DAY: N.E.O.E.A/O.A.P.S.E. day, the bargaining unit members shall have the right to choose one of the following: 1) Attend an O.A.P.S.E. sponsored meeting and receive normal pay for that day; 2) Attend a Board Sponsored meeting and receive normal pay for that day; or 3) Take the day off without pay.

26.8 Professional Development: Workshops and seminars will be offered to all classifications annually.

SECTION XXVII — OVER-TIME AND PREMIUM PAY

27.1 Over-Time Pay: Employees who work more than forty (40) hours in any work week will be paid at the rate of time and one-half (1-1/2) their regular rate of pay. If the hours worked over

forty (40) occur on Sunday, the employee will be paid two (2) times their regular hourly rate for hours worked on Sunday. For this purpose, all time during which an employee is on some paid status under this Agreement shall be construed as hours worked. To qualify for weekend overtime the employee must work the Friday before and the Monday after.

27.2 Holiday Work Premium: If an employee works on a paid holiday for which he/she is entitled under this Agreement, the employee will receive the normal holiday pay, plus time and one-half (1-1/2) his/her regular rate of pay for hours worked on the holiday.

27.3 Banquet Premium: Cafeteria and housekeeping staff employees will be paid time and one-half (1 1/2) their regular rate of pay for banquets worked outside their regularly scheduled hours. It is the discretion of the Superintendent or his/her designee to have housekeeping staff called in after a banquet.

27.4 Call-back Pay: An employee called back to work after he/she has left at the end of the shift will receive a minimum of two (2) hours work or pay, at the appropriate rate.

27.5 Non-duplication: There will be no duplication of overtime or premium pay for the same hours worked.

SECTION XXVIII — MAINTAINING AND/OR OBTAINING REQUIRED CERTIFICATION

28.1 All classified employees in accordance with Negotiated Contract, state law, and job descriptions are required to maintain and/or obtain certification as required by the listed documents below while employed by the Garfield Heights City School District:

Examples:

- Bus drivers, vehicle drivers, and maintenance personnel are required to have background checks, TB tests, physicals, personal licenses, CDLs, etc. as applicable to state, city, and local rules and regulations.
- All aides are required to have an Educational Aide permit. Those in higher classifications are required to meet "Praxis" requirements of equivalent.

The Board of Education may request a second opinion on areas necessary for further clarification by Board certified doctors, or other medical related practitioners as required by District rules and regulations.

All employees are required to keep or maintain licenses, certification and/or permits/licenses necessary to fulfill their job requirements. Failure to maintain such licenses/certifications and/or permits/licenses may result in reassignment and/or discipline up to and including demotion or termination.

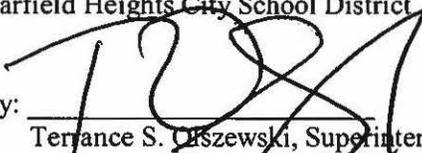
Exemptions to the above may be granted by the Director of Business Services on an annual basis.

SECTION XXIX -- CONTRACT DURATION

This agreement commences July 1, 2012 and continues in full force and effect through midnight June 30, 2014. It terminates the previous agreement, dated July 1, 2011 through June 30th, 2012 at midnight June 30, 2012. If during the term of this agreement there is a change in any applicable federal or state law which would invalidate any provisions of this agreement, the parties will need to resolve any necessary changes in the agreement relative to the affected provision only.

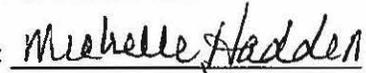
In witness thereof, the parties have caused their names to be subscribed this ___ day of November, 2012.

The Board of Education of the
Garfield Heights City School District

By: 
Terance S. Duszewski, Superintendent

By: 
Joseph M. Juby, Board President

Ohio Association of Public School
Employees Local #108, Local 4 -
AFSCME AFL-CIO

By: 
Michelle Hadden, Union President

By: 
Albert Jackson, OAPSE Rep.

SECTION XXX -- FORMS GRIEVANCE PROCEDURE FROM: A

AGGRIEVED PERSON, PERSONS, and/or O.A.P.S.E 4108

ADDRESS: _____ PHONE: _____

SCHOOL: _____

PRINCIPAL: _____

YEARS IN SCHOOL SYSTEM: _____

POSITION HELD: _____

DATE GRIEVANCE OCCURRED: _____

DATE OF FORMAL FILING: _____

PERSON OR PERSONS TO WHOM GRIEVANCE IS DIRECTED:

INITIATED ON LEVEL: _____

STATEMENT OF GRIEVANCE:

What part of the definition of grievance (4.2) is involved: Set forth the specific Article and Section of the collective bargaining agreement involved.

ACTION REQUESTED:

Have you discussed this informally at Step One? Yes: _____ No: _____

If YES, what action has been taken so far?

Grievant

GRIEVANCE DECISIONS FORM: B

STEP TWO (FORMAL) DECISION:

DATE: _____ SIGNATURE: _____

Administrative Representative

SIGNATURE: _____

Grievant

STEP THREE (FORMAL) DECISION:

DATE: _____ SIGNATURE: _____

Administrative Representative

SIGNATURE: _____

Grievant and/or O.A.P.S.E. - #108 Representative

SICK/PERSONAL/PROFESSIONAL FORMS

PERSONAL LEAVE FORM

Classified Staff

I hereby certify that I am not using my personal leave in violation of the Negotiated Agreement. I understand that the filing of a false statement under this section constitutes a violation of the provision and may be considered by the Board as grounds for disciplinary action in such form and manner as the Board may deem advisable, including denial of pay for the day taken.

Check one of the following:

- A. _____ Major disaster affecting immediate family property
- B. _____ Court appearance.
- C. _____ Graduation of member of the employee's immediately family.
- D. _____ Wedding of member of the employee's immediate family.
- E. _____ Award Presentation.
- F. _____ Immediate examination for military service/
- G. _____ Business of major significance which cannot be attended to before Or after school or on a weekend.
- H. _____ Death of member of employee's immediate family as listed under Section 6.16.
- I. _____ Other personal reason which is not in violation of the provision. If this item is checked as the reason, explain fully the purpose of the necessity for the personal leave.

I (a) _____ Explanation of I: _____

This leave will be (was) taken on: _____
Date

Employee's Signature

Building/School

Date

Job Assignment

Principal/Immediate Supervisor Signature: _____

**Garfield Heights City Schools
Application for Business or Professional Leave**

Name: _____ Date: _____ Building: _____

Date(s) of Professional Leave/School Business _____ Substitute: _____ Yes _____ No _____

Reimbursement Request:

Travel (Please check appropriate section) (\$200.00 limitation)

Plane _____ Auto _____ Est. # of Miles _____ Other _____

Meals (maximum of \$36.00 per day) _____

Lodging (including tax) # nights _____

Registration Fee _____

Total Request _____

I am applying for: (check the appropriate box)

School Business — A change of duty or reassignment for the purpose of school business such as curriculum writing, supervision or chaperoning of students for academic or athletic events and/or field trips, etc.

Explain: _____

Professional Leave — Leave to participate in a conference or workshop that is consistent with district and/or personal professional development goals. PLEASE ATTACH COPY OF BROCHURE.

Name of Conference: _____

Location: _____

Please answer the following questions, if applicable:

- What leadership responsibility do you have, if any? _____
- Did you attend this meeting last year? _____ Where? _____
- Will you be going with any other teachers? _____ If so, please name: _____
- Registration Deadline: _____
- Additional Comments: _____

Principal's Signature

Applicant's Signature

Curriculum Coordinator's Signature

Please do not write below this line.

(Treasurer's Office Use Only)

It is hereby certified that the amount of \$_____ required to meet the payment or expenditure for the above has been lawfully appropriated, authorized or directed for such purpose and is in the Treasury or in the process of collection to the credit of the funds of the Garfield Heights Board of Education free from any obligation or certification now outstanding.

Dated: _____

Signed: _____ (Treasurer)

Superintendent or Designee

GARFIELD HEIGHTS CITY SCHOOLS

Classified Staff

(Any employee who has been absent should complete this form and return it to his/her principal or supervisor promptly after resuming his/her duties)

Date: _____

To the Board of Education:

I was absent from regular duty beginning _____ A.M. _____ P.M. _____ (Date)

a total of _____ day(s). I returned to regular duty _____ A.M. _____ P.M. _____ (Date)

My absence was for the following reason(s):

_____ day(s), for my own illness

_____ day(s), on the following school business: _____

_____ day(s), because of the death of _____ whose relationship to me was that of _____

_____ day(s), because of the serious illness of a relative. This relative is my _____

whose name is: _____

It was necessary for me to be with this person because: _____

_____ day(s), authorized vacation _____

_____ day(s), for other reasons, as follows: Personal Leave within the regulations of the Personal Leave Policy.

I understand that every absence except for "school business" or "personal leave" will result in a deduction from either salary or sick leave credit.

I certify that the facts and statements contained herein are true and correct, and I agree that the filing of any false statement should be considered grounds for disciplinary action by the Board of Education.

Employee's Signature

Certified by: _____ Date: _____
Principal/Immediate Supervisor Signature

Name(s) of Substitute(s): _____ Day(s) Worked: _____

Name(s) of Substitute(s): _____ Day(s) Worked: _____

Name(s) of Substitute(s): _____ Day(s) Worked: _____

Salary Notice

Date

Employee

Address

City, State Zip

Dear Employee:

You are hereby advised that your salary as _____ in the Garfield Heights City School district for the _____ school year will be as follows:*

Classification:

Salary Schedule Exp:

Contract Days:**

Base Salary/Hourly Rate:

Hours per Day:

Longevity:

Boilers License:

Differentials:

Wage amount will be paid in _____ equal biweekly installments of _____ beginning (effective date) and will be subject to all related payroll taxes and deductions as required by law and/or authorized by the employee. Employee contributions to the School Employees Retirement System are deducted in accordance with Article 19.6 of the Negotiated Agreement and state law.

Note: It is the employee's responsibility to report in writing any discrepancies immediate to the attention of Renee Bosso, Payroll Coordinator (extension 8116)

Sincerely,

/s/ Allen D. Sluka

Allen D. Sluka

Treasurer/CFO

ADS/rb

ORC 3319.12

* Salary Notice to be sent by payroll on or about Mid-June.

**Salary Notice to be modified if extra days are needed.

Memo of Understanding

New Custodian Non-Traditional Work Week

This memo of understanding between the Ohio Association of Public School Employees, Local #108 and the Garfield Heights Board of Education creates, if financial resources allow, a new custodial position to provide ongoing maintenance and cover the activities at the new Center for Performing Arts (CPA) on a non-traditional work schedule. Within one year (260 days) of the date of this created position, the Labor/Management Committee will perform a cost/benefit and operational evaluation on this position to determine whether it is meeting the needs of the Association and Board of Education.

BOARD OF EDUCATION
Garfield Heights City Schools

OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES
Local #108, Local 4
AFSCME/AFL-CIO

By: _____
Superintendent

Ry: _____
President Local #108

Letter of Intent THIS IS SUBJECT TO FURTHER REVIEW

Scheduled work shifts for custodians will remain in effect throughout the school year. Custodians with mid-days and afternoon schedules may work the days shift if no school sponsored activity is taking place on their respective shift during the Christmas, spring, summer breaks, evenings and weekends.

Permits requiring a custodian to be on duty during these times will result in the custodian to remain on his/her duty until the conclusion of the event.

BOARD OF EDUCATION
Garfield Heights City Schools

OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES
Local #108, Local 4
AFSCME/AFL-CIO

By: _____
Superintendent

By: _____
President Local #108

Letter of Understanding

Recognizing the Garfield Heights Schools' current financial crisis, the Union and Board have agreed to establish a Labor Management Committee ("LMC"). The LMC will meet no later than two (2) weeks after ratification and adoption of the labor contract, effective July 1, 2011, to discuss the following items:

1. Elimination of the boiler license stipend.
2. Replacing the boiler license stipend with a HVAC certification stipend.
3. HVAC certification eligibility, training requirements and timelines.

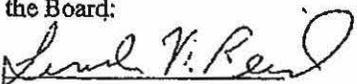
The Union and Board agree the LMC shall continue to meet on a regular basis up until negotiations over a successor agreement commence.

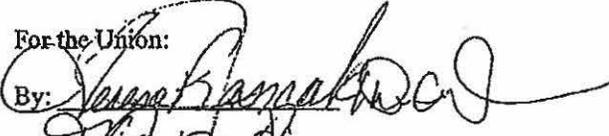
Garfield Heights Schools
Board of Education

OAPSE Local #108/Local #4

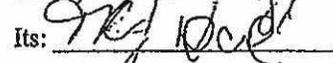
For the Board:

For the Union:

By: 

By: 

Its: 

Its: 

Date: 12-9-11

Date: 12-9-11

Letter of Understanding

Recognizing the Garfield Heights Schools' current financial crisis, the Union and Board have agreed to eliminate all overtime arising from snowplowing for the 2011-2012 winter season. This letter of understanding ("LOU") memorializes how the Union and Board intend to accomplish the elimination of snowplowing overtime:

1. The following Union employees could be assigned snowplowing duties during the 2011-2012 winter season:

| | |
|------------------|--|
| Richard DeGeorge | Richard Krejci |
| Teresa Jaszczak | Thomas Marincic |
| James Schill | Casey Walenzik |
| Jay Moore | Custodians who are mutually agreed to by the parties |

These employees are referred to as "2011-2012 snowplowing employees" or "employees" in this LOU. Nothing herein shall be construed to restrict the Board from assigning these employees other duties they regularly perform.

2. From December 10, 2011, through the remainder of the 2011-2012 snowplowing season, the Superintendent or his/her designee will work with the 2011-2012 snowplowing employees on a day-by-day basis to identify each employee's work schedule for the following day.
3. The Union and the Board agree Section 25, 25.1 will not apply to the 2011-2012 snowplowing employees to ensure full implementation of this LOU is possible. During the 2011-2012 winter season, the work week of the 2011-2012 snowplowing employees will fluctuate on a day-by-day basis. While the regular work week shall remain Monday through Friday, the Union and Board agree the work week will not be restricted to eight (8) hours per day Monday through Friday. The parties agree the work week will fluctuate on a daily basis as follows:
 - a. The start time will be established by management for each day, beginning on or before the employee's regularly scheduled start time.
 - b. The employee will work the number of hours identified by management but will not work more than a 40 hour work week, unless specifically authorized by the Assistant Superintendent. Management may establish a work day in excess of eight hours or less than eight hours.
4. The Union and the Board agree Section 27, 27.1 is not modified by this LOU.
5. The Union and Board agree Section 27, 27.4 will not apply to the 2011-2012 snowplowing employees to ensure full implementation of this LOU is possible. During the 2011-2012 winter season, the 2011-2012 snowplowing employees will not be entitled to call-back pay for snow plowing if it would result in placing him/her into overtime pay status for that work week.

6. The Union and Board recognize the unpredictability of the 2011-2012 winter season may not make the complete elimination of overtime possible and there may be situations where overtime is unavoidable. In those situations, overtime will be limited to the greatest extent possible and the overtime will be assigned on a rotating basis by seniority.
7. The Union and Board agree Section 20, 20.1 is not modified by this LOU.
8. This LOU is made on a non-precedent setting basis and expires after the last snowfall of the 2011-2012 winter season. A snowfall shall be defined as snow and/or ice accumulation the Superintendent or his/her designee determines must be treated or removed.

Garfield Heights Schools
Board of Education

OAPSE Local #108 / Local #4

For the Board:

By:

Its: Principal / Superintendent

Date: 12-19-11

For the Union:

By:

Its:

Date: 12/19/11

| GARFIELD HEIGHTS CITY SCHOOLS | | | | | | | | | | | |
|---|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|--|
| CLASS A - CLERKS AND SECRETARIES | | | | | | | | | | | |
| Secretarial/Clerical Positions | | | | | | | | | | | |
| Class 1A - HS/MS & Central Office Clerk | | | | | | | | | | | |
| Class 2A - Elementary Office Assistant | | | | | | | | | | | |
| Class 3A - Library Clerk, Aux. Service Clerk, Data Processing/Attendance Clerk (185/86 Working Days + 8 Holidays) | | | | | | | | | | | |
| Class 4A - Attendance Secretary (214/15 Working Days + 10 Holidays) | | | | | | | | | | | |
| Class 5A - Associate & Middle School Guidance Secretary (214/15 Working Days + 10 Holidays) | | | | | | | | | | | |
| Class 6A - Elementary Secretary, High School Guidance Secretary, High School Athletic Secretary (214/15 Working Days + 10 Holidays) | | | | | | | | | | | |
| Class 7A - Central Office Secretary (214/15 Working Days + 10 Holidays) | | | | | | | | | | | |
| Class 7A-1 - Pupil Personnel Secretary, Central Office Accounts Payable, Benefits/Fiscal Office Ass't. (229/30 Working Days + 11 Holidays) | | | | | | | | | | | |
| Class 8A - Middle School Secretary (260/261 Working Days) | | | | | | | | | | | |
| Class 8A-1 - High School Secretary (260/261 - 8 Hr./Da. Student Days) | | | | | | | | | | | |
| Exp | 1A | 2A | 3A | 4A | 5A | 6A | 7A | 7A1 | 8A | 8A1 | |
| 0 | 11.80 | 13.70 | 18299 | 24274 | 24514 | 26193 | 26566 | 27034 | 28982 | 31850 | |
| 1 | 11.95 | 13.87 | 18909 | 25102 | 25639 | 27239 | 29461 | 28105 | 30127 | 33107 | |
| 2 | 12.20 | 14.05 | 19630 | 25929 | 27886 | 29478 | 29771 | 30297 | 32473 | 35684 | |
| 3 | 12.36 | 14.36 | 20977 | 27683 | 28919 | 30546 | 30877 | 31416 | 33675 | 37005 | |
| 4 | 12.63 | 14.68 | 21735 | 28413 | 29942 | 31622 | 31895 | 32458 | 34797 | 38239 | |
| 5 | 12.86 | 14.97 | 22287 | 29288 | 31048 | 32669 | 33099 | 33683 | 36104 | 39676 | |
| 6 | 13.20 | 15.42 | 22946 | 30013 | 32196 | 33822 | 34073 | 34677 | 37171 | 40847 | |
| 7 | 13.50 | 15.73 | 23717 | 30943 | 33271 | 34968 | 35147 | 35769 | 38342 | 42133 | |
| 8 | 13.90 | 16.20 | 24399 | 31719 | 34450 | 36047 | 36277 | 36919 | 39569 | 43484 | |
| 9 | 14.32 | 16.68 | 25052 | 32547 | 35553 | 38175 | 38502 | 39184 | 42002 | 46157 | |
| 10 | 14.61 | 17.01 | 25536 | 33033 | 36085 | 38661 | 38989 | 39705 | 42567 | 46722 | |
| 11 | 14.97 | 17.44 | 26174 | 33859 | 36987 | 39628 | 39964 | 40698 | 43631 | 47890 | |
| 12 | 15.35 | 17.87 | 26829 | 34705 | 37912 | 40619 | 40963 | 41715 | 44722 | 49087 | |
| <p><i>Note: Non-Student days considered non-paid days. Hourly classified staff is not required to work on Non-Student days, including waiver days, teacher professional development days, or O.A.P.S.E. Day". However, hourly classified staff will be paid the regular hourly rate for all hours worked as assigned or by attendance at a Board approved workshop/professional development class for the hours attended.</i></p> | | | | | | | | | | | |

| | | | | |
|--|-----------|-----------|-----------|-----------|
| GARFIELD HEIGHTS CITY SCHOOLS | | | | |
| CLASS B - EDUCATIONAL SUPPORT STAFF | | | | |
| Educational Support Staff | | | | |
| Class 1B - Building Assistant | | | | |
| Class 2B - Instructional Assistant | | | | |
| Class 3B - Special Education Attendant | | | | |
| Class 4B - Security | | | | |
| Exp | 1B | 2B | 3B | 4B |
| 0 | 10.98 | 13.46 | 15.94 | 16.00 |
| 1 | 11.15 | 13.71 | 16.25 | 16.31 |
| 2 | 11.38 | 13.98 | 16.59 | 16.65 |
| 3 | 11.55 | 14.23 | 16.90 | 16.96 |
| 4 | 11.81 | 14.56 | 17.27 | 17.33 |
| 5 | 12.05 | 14.84 | 17.60 | 17.67 |
| 6 | 12.36 | 15.16 | 17.92 | 17.98 |
| 7 | 12.69 | 15.46 | 18.24 | 18.30 |
| 8 | 12.94 | 15.77 | 18.60 | 18.67 |
| 9 | 13.37 | 16.16 | 19.03 | 19.10 |
| 10 | 13.70 | 16.56 | 19.50 | 19.57 |
| 11 | 14.05 | 16.97 | 19.99 | 20.06 |
| 12 | 14.40 | 17.40 | 20.49 | 20.56 |
| <i>Note: Non-Student days considered non-paid days. Hourly classified staff is not required to work on Non-Student days, including waiver days, teacher professional development days, or O.A.P.S.E. Day". However, hourly classified staff will be paid the regular hourly rate for all hours worked as assigned or by attendance at a Board approved workshop/professional development class for hours attended.</i> | | | | |

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| GARFIELD HEIGHTS CITY SCHOOLS | | | | | | | | | | | | | | | | | | | |
| CLASS C - CAFETERIA POSITIONS | | | | | | | | | | | | | | | | | | | |
| Cafeteria Positions | | | | | | | | | | | | | | | | | | | |
| Class 1C - General Cafeteria Staff * | | | | | | | | | | | | | | | | | | | |
| Class 2C - Food Preparation (Baker) | | | | | | | | | | | | | | | | | | | |
| Class 3C - Lead Cafeteria Staff (Cook) | | | | | | | | | | | | | | | | | | | |
| Class 4C - Cafeteria Manager | | | | | | | | | | | | | | | | | | | |
| *Elementary Lead Cafeteria staff will be paid \$1.25 per hour above base hourly rate. | | | | | | | | | | | | | | | | | | | |
| | EXP | 1C | 2C | 3C | 4C | | | | | | | | | | | | | | |
| | 0 | 11.20 | 11.60 | 12.35 | 15.05 | | | | | | | | | | | | | | |
| | 1 | 11.50 | 11.91 | 12.71 | 15.40 | | | | | | | | | | | | | | |
| | 2 | 11.82 | 12.25 | 13.02 | 15.72 | | | | | | | | | | | | | | |
| | 3 | 12.17 | 12.61 | 13.36 | 16.01 | | | | | | | | | | | | | | |
| | 4 | 12.43 | 12.92 | 13.67 | 16.36 | | | | | | | | | | | | | | |
| | 5 | 12.74 | 13.24 | 13.98 | 16.68 | | | | | | | | | | | | | | |
| | 6 | 13.10 | 13.54 | 14.32 | 17.29 | | | | | | | | | | | | | | |
| | 7 | 13.40 | 13.85 | 14.64 | 17.61 | | | | | | | | | | | | | | |
| | 8 | 13.71 | 14.18 | 14.95 | 17.92 | | | | | | | | | | | | | | |
| | 9 | 14.14 | 14.60 | 15.72 | 18.40 | | | | | | | | | | | | | | |
| | 10 | 14.49 | 14.96 | 16.11 | 18.86 | | | | | | | | | | | | | | |
| | 11 | 14.85 | 15.33 | 16.51 | 19.33 | | | | | | | | | | | | | | |
| | 12 | 15.22 | 15.72 | 16.93 | 19.82 | | | | | | | | | | | | | | |
| <i>Note: Non-Student days considered non-paid days. Hourly classified staff is not required to work on Non-Student, days, including waiver days, teacher professional development days, or O.A.P.S.E. Day". However, hourly classified staff will be paid the regular hourly rate for all hours worked as assigned or by attendance at a Board approved workshop/professional development class for hours attended.</i> | | | | | | | | | | | | | | | | | | | |
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| GARFIELD HEIGHTS CITY SCHOOLS | | | | | | | | | | | | | | | | | | | | |
| CLASS D - CUSTODIAL STAFF | | | | | | | | | | | | | | | | | | | | |
| Custodial Positions | | | | | | | | | | | | | | | | | | | | |
| Class 1D - Housekeeping* | | | | | | | | | | | | | | | | | | | | |
| Class 2D - Middle School Assistant Custodian | | | | | | | | | | | | | | | | | | | | |
| Class 3 D - High School Assistant Custodian | | | | | | | | | | | | | | | | | | | | |
| Class 4 D - Elementary Building Custodian | | | | | | | | | | | | | | | | | | | | |
| Class 5 D - Middle School Building Custodian | | | | | | | | | | | | | | | | | | | | |
| Class 6 D - High School Building Custodian | | | | | | | | | | | | | | | | | | | | |
| <i>Custodian Night Differential = \$.34</i> | | | | | | | | | | | | | | | | | | | | |
| <i>* A lead housekeeping position in each school building will receive a stipend of \$1.00/hour more in Class 1D schedule. This position will be determined yearly based upon evaluation, work history, and upon the recommendation of the Head Custodian to the Principal.</i> | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | |
| | EXP | 1D | 2D | 3D | 4D | 5D | 6D | | | | | | | | | | | | | |
| | 0 | 11.18 | 37233 | 38847 | 38970 | 41113 | 42646 | | | | | | | | | | | | | |
| | 1 | 11.48 | 38229 | 39843 | 39967 | 42106 | 43642 | | | | | | | | | | | | | |
| | 2 | 11.82 | 39222 | 40838 | 40960 | 43104 | 44635 | | | | | | | | | | | | | |
| | 3 | 12.46 | 41213 | 42830 | 42950 | 45093 | 46628 | | | | | | | | | | | | | |
| | 4 | 12.80 | 42208 | 43824 | 43948 | 46093 | 47621 | | | | | | | | | | | | | |
| | 5 | 13.12 | 43202 | 44821 | 44940 | 47086 | 48618 | | | | | | | | | | | | | |
| | 6 | 13.44 | 44199 | 45814 | 45939 | 48080 | 49613 | | | | | | | | | | | | | |
| | 7 | 13.76 | 45196 | 46809 | 46932 | 49073 | 50606 | | | | | | | | | | | | | |
| | 8 | 14.07 | 46190 | 47804 | 47927 | 50071 | 51602 | | | | | | | | | | | | | |
| | 9 | 14.50 | 47184 | 48799 | 48924 | 51066 | 52598 | | | | | | | | | | | | | |
| | 10 | 14.94 | 48128 | 50019 | 50147 | 52087 | 53650 | | | | | | | | | | | | | |
| | 11 | 15.32 | 49331 | 51270 | 51401 | 53390 | 54991 | | | | | | | | | | | | | |
| | 12 | 15.71 | 50564 | 52552 | 52686 | 54724 | 56366 | | | | | | | | | | | | | |
| <i>Custodians are permitted a 30 day grace period to obtain their low pressure boiler's license commencing 1/1/92 or the date of license expiration for renewal.</i> | | | | | | | | | | | | | | | | | | | | |
| <i>Note: Non-Student days considered non-paid days. Hourly classified staff is not required to work on Non-Student days, including waiver days, teacher professional development days, or O.A.P.S.E. Day". However, hourly classified staff will be paid the regular hourly rate for all hours worked as assigned or by attendance at a Board approved workshop/professional development class for hours attended.</i> | | | | | | | | | | | | | | | | | | | | |
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GARFIELD HEIGHTS CITY SCHOOLS

CLASS E - TRANSPORTATION

Transportation Positions

Class 1E - Bus Aide

Class 2E - Delivery Driver

Class 3E - PT Vehicle Driver

Class 4E - Bus Driver (Full & Part Time)

| Exp | 1E | 2E | 3E | 4E |
|-----|-------|-------|-------|-------|
| 0 | 10.98 | 12.07 | 11.91 | 16.48 |
| 1 | 11.15 | 12.23 | 12.27 | 16.84 |
| 2 | 11.38 | 12.41 | 12.61 | 17.18 |
| 3 | 11.55 | 12.73 | 13.24 | 17.80 |
| 4 | 11.81 | 13.04 | 13.54 | 18.12 |
| 5 | 12.05 | 13.27 | 13.85 | 18.42 |
| 6 | 12.36 | 13.60 | 14.18 | 18.75 |
| 7 | 12.69 | 14.01 | 14.60 | 19.06 |
| 8 | 13.11 | 14.42 | 15.00 | 19.48 |
| 9 | 13.49 | 14.86 | 15.45 | 20.06 |
| 10 | 13.83 | 15.23 | 15.84 | 20.57 |
| 11 | 14.18 | 15.61 | 16.24 | 21.08 |
| 12 | 14.53 | 16.00 | 16.64 | 21.61 |

1. CDL required employees will be reimbursed the CDL driver's license cost.

2. Non-Student days considered non-paid days. Hourly classified staff is not required to work on Non-Student days, including waiver days, teacher professional development days, or O.A.P.S.E. Day". However, hourly classified staff will be paid the regular hourly rate for all hours worked as assigned or by attendance at a Board approved workshop/professional development class for hours attended.

3. Regular staff, if chosen, on an as needed basis and subject to the Board's discretion to work in any substitute maintenance job are subject to the supervisor's recommendation and assignment shall be paid \$10.00 per hour in lieu of the established substitute maintenance rate of pay.

| | | | | | |
|--|-----------|-----------|-----------|-----------|-----------|
| GARFIELD HEIGHTS CITY SCHOOLS | | | | | |
| CLASS F - MAINTENANCE | | | | | |
| Maintenance/Mechanic | | | | | |
| Class 1F - Maintenance Mechanic 3 | | | | | |
| Class 2F - Maintenance Mechanic 2 | | | | | |
| Class 3F - Maintenance Mechanic 1 | | | | | |
| Class 4F - Master Mechanic | | | | | |
| Class 5F - Bus Mechanic | | | | | |
| | | | | | |
| EXP | 1F | 2F | 3F | 4F | 5F |
| 0 | 38847 | 38970 | 41113 | 42646 | 42646 |
| 1 | 39843 | 39967 | 42106 | 43642 | 43642 |
| 2 | 40838 | 40960 | 43104 | 44635 | 44635 |
| 3 | 42830 | 42950 | 45093 | 46628 | 46628 |
| 4 | 43824 | 43948 | 46093 | 47621 | 47621 |
| 5 | 44821 | 44940 | 47086 | 48618 | 48618 |
| 6 | 45814 | 45939 | 48080 | 49613 | 49613 |
| 7 | 46809 | 46932 | 49073 | 50606 | 50606 |
| 8 | 47804 | 47927 | 50071 | 51602 | 51602 |
| 9 | 48799 | 48924 | 51066 | 52598 | 52598 |
| 10 | 50019 | 50147 | 52343 | 53913 | 53913 |
| 11 | 51270 | 51401 | 53651 | 55261 | 55261 |
| 12 | 52552 | 52686 | 54993 | 56642 | 56642 |
| 1. Maintenance employees are permitted a 30 day grace period to obtain their CDL | | | | | |
| 2. CDL required employees will be reimbursed the CDL driver's license cost. | | | | | |
| | | | | | |
| | | | | | |

GARFIELD HEIGHTS CITY SCHOOLS

CLASS G - TECHNOLOGY STAFF

Technology Positions

Class 1G - Technology Assistants

Class 2G - Network Technician, Telecommunication Technician, Print Shop Technician

| Exp | 1G | 2G |
|-----|-------|-------|
| 0 | 14.50 | 37079 |
| 1 | 14.74 | 38191 |
| 2 | 15.03 | 39304 |
| 3 | 15.33 | 40416 |
| 4 | 15.66 | 41529 |
| 5 | 15.96 | 42641 |
| 6 | 16.28 | 43753 |
| 7 | 16.61 | 44866 |
| 8 | 16.93 | 45978 |
| 9 | 17.28 | 47090 |
| 10 | 17.71 | 48203 |
| 11 | 18.15 | 49315 |
| 12 | 18.61 | 50427 |

Note: Non-Student days considered non-paid days. Hourly classified staff is not required to work on Non-Student days, including waiver days, teacher professional development days, or O.A.P.S.E. Day". However, hourly classified staff will be paid the regular hourly rate for all hours worked as assigned or by attendance at a Board approved workshop/professional development class for hours attended.



**Garfield Heights Board of Education
SuperMed Plus
Effective 1/1/2011
687072 – 461**



| Benefits | Network | Non-Network |
|--|---|----------------------|
| Benefit Period | January 1 st through December 31 st | |
| Dependent Age | 26 | |
| Older Aged Child | 26 Removal upon Birth Date | |
| Pre-Existing Condition Waiting Period (does not apply to members under the age of 19) | Initial Group Waived, 3-3-12 | |
| Blood Pint Deductible | 2 pints | |
| Overall Annual Benefit Period Maximum | Unlimited | |
| Benefit Period Deductible – Single/Family ¹ | None | \$200 / \$400 |
| Coinsurance | 100% | 80% |
| Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family | None | \$1,000 / \$2,000 |
| Physician/Office Services | | |
| Office Visit (Illness/Injury) | 100% | 80% after deductible |
| Urgent Care Office Visit | 100% | 80% after deductible |
| Immunizations (tetanus toxoid, rabies vaccine, and meningococcal polysaccharide vaccine are covered services) | 100% | 80% after deductible |
| Preventative Services | | |
| Routine Physical Exam (Ages 21 and over, one exam per benefit period) | 100% | 50% after deductible |
| Well Child Care Services including Exam, Routine Vision, Routine Hearing Exams, Well Child Care Immunizations and Laboratory Tests (31 visits per Lifetime; Birth to age 21) | 100% | 80% after deductible |
| Routine Mammogram (One per benefit period) | 100% | 80% after deductible |
| Routine Pap Test (One per benefit period) | 100% | 80% after deductible |
| Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel, Urinalysis (One each per benefit period) | 100% | 50% after deductible |
| Outpatient Services | | |
| Surgical Services | 100% | 80% after deductible |
| Diagnostic Services | 100% | 80% after deductible |
| Physical/Occupational/Chiropractic Therapy – Facility and Professional (20 visits per benefit period) | 100% | 80% after deductible |
| Cardiac Rehabilitation | 100% | 80% after deductible |
| Speech Therapy – Facility and Professional (10 visits per benefit period) | 100% | 80% after deductible |
| Emergency use of an Emergency Room ² | \$50 copay, then 100% | |
| Non-Emergency use of an Emergency Room ³ | \$50 copay, then 100% | \$50 copay, then 80% |

| Benefits | Network | Non-Network |
|--|---|----------------------|
| Inpatient Facility | | |
| Semi-Private Room and Board | 100% | 80% after deductible |
| Maternity | 100% | 80% after deductible |
| Skilled Nursing Facility (100 days per benefit period) | 100% | 80% after deductible |
| Additional Services | | |
| Allergy Testing and Treatments | 100% | 80% after deductible |
| Ambulance | 100% | 80% after deductible |
| Durable Medical Equipment | 100% | 80% after deductible |
| Home Healthcare | 100% | 80% after deductible |
| Hospice | 100% | 80% after deductible |
| Organ Transplants | 100% | 80% after deductible |
| Private Duty Nursing | 100% | 80% after deductible |
| Mental Health and Substance Abuse -- Federal Mental Health Parity | | |
| Inpatient Mental Health and Substance Abuse Services | Benefits paid are based on corresponding medical benefits | |
| Outpatient Mental Health and Substance Abuse Services | | |

Note: Services requiring a copayment are not subject to the single/family deductible.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

¹Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.

²Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.

³Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

**RETAIL AND HOME DELIVERY PRESCRIPTION DRUG
SCHEDULE OF BENEFITS**

| | |
|---|---|
| Benefit Period | Calendar Year |
| Dependent Age Limit | Please refer to your medical Schedule of Benefits |
| Days Supply | 30 days for retail Prescription Drugs or 90 days for Home Delivery Prescription Drugs |
| Benefits provided under this Prescription Drug coverage will accumulate towards the medical Benefit Period Maximum. | |

| COPAYMENTS FOR RETAIL, PRESCRIPTION DRUG COVERED SERVICES | | |
|---|---|---|
| TYPE OF SERVICE | For Prescription Drug Covered Services received from a Participating Drug Provider ¹ | For Prescription Drug Covered Services received from a Non-Participating Drug Provider ¹ |
| YOU PAY THE FOLLOWING | | |
| Generic Prescription Drugs | \$10 Copayment | \$10 Copayment |
| Brand Name Formulary Prescription Drugs | \$20 Copayment | \$20 Copayment |
| Brand Name Non-Formulary Prescription Drugs | \$40 Copayment | \$40 Copayment |

| COPAYMENTS FOR HOME DELIVERY PRESCRIPTION DRUG COVERED SERVICES | | |
|---|--|---|
| TYPE OF SERVICE | For Prescription Drug Covered Services received from a Contracting Home Delivery Pharmacy ¹ | For Prescription Drug Services received from a Non-Contracting Home Delivery Pharmacy |
| YOU PAY THE FOLLOWING | | |
| Generic Prescription Drugs | \$20 Copayment | Not Covered ² |
| Brand Name Formulary Prescription Drugs | \$40 Copayment | Not Covered ² |
| Brand Name Non-Formulary Prescription Drugs | \$80 Copayment | Not Covered ² |

STP-5256-2370S

¹ Please refer to the Prescription Drug Benefits section for additional information.

² Benefits for Prescription Drugs are available when obtained from a retail Pharmacy.



**Garfield Heights Board of Education
Traditional Dental
With Orthodontia**



| Benefits | |
|--|---|
| Benefit Period | January 1 st through December 31 st |
| Dependent Age Limit | 23; Removal upon Birth Date |
| Benefit Period Maximum (per member) | \$2,500 |
| Benefit Period Deductible (per member) ¹ | \$50 |
| Orthodontic Lifetime Maximum (per eligible dependent up to age 19) | \$1,500 |
| Preventive Services | |
| Oral Exams – two per benefit period | 100% |
| Bite Wing X-Rays – two sets per benefit period | 100% |
| Prophylaxis (cleaning) – two per benefit period | 100% |
| Fluoride Treatment – one treatment per benefit period, limited to dependents up to age 19 | 100% |
| Space Maintainers- limited to eligible dependents up to age 19 | 100% |
| Diagnostic X-Rays – Including Full Mouth/Panorex, which are limited to one every 36 consecutive months | 100% |
| Caries Susceptibility Test | 100% |
| Essential Services | |
| Consultations and Other Exams by Specialist | 80% after deductible |
| Minor Restorative Services | 80% after deductible |
| Endodontics/Pulp Services | 80% after deductible |
| Periodontal Services | 80% after deductible |
| Repairs, Reins & Adjustments of Prosthetics | 80% after deductible |
| Simple Extractions | 80% after deductible |
| Impactions | 80% after deductible |
| Minor Oral Surgery Services | 80% after deductible |
| General Anesthesia | 80% after deductible |
| Complex Services | |
| Gold Foll Restoration | 80% after deductible |
| Inlays, Onlays – one every five years | 80% after deductible |
| Crowns – one every five years | 80% after deductible |
| Bridgework (Pontics & Abutments) – one every five years | 80% after deductible |
| Partial and Complete Dentures – one every five years | 80% after deductible |

| Benefits | |
|-------------------------------------|-----|
| Orthodontic Services | |
| Orthodontic Diagnostic Services | 60% |
| Minor Treatment for Tooth Guidance | 60% |
| Minor Treatment for Harmful Habits | 60% |
| Interceptive Orthodontic Treatment | 60% |
| Comprehensive Orthodontic Treatment | 60% |

Note: Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

Using the Dentmax network can reduce your the out of pocket amount.

¹Maximum deductible per member. 3-month carryover applies.



Garfield Heights Board of Education
Vision

| Benefits | |
|--|---|
| Benefit Period | January 1 st through December 31 st |
| Dependent Age Limit | Same as Medical |
| Examinations | One per Calendar Year |
| Vision Examinations | 100% of Traditional Amount |
| Frames | One per Calendar Year |
| Basic Frames | 100% of Traditional Amount Per Frame |
| Prescription Lenses | One pair per Calendar Year |
| Single Vision Lenses | 100% of Traditional Amount per pair |
| Bifocal Lenses | 100% of Traditional Amount per pair |
| Trifocal Lenses | 100% of Traditional Amount per pair |
| Lenticular Single Lenses | 100% of Traditional Amount per pair |
| Lenticular Bifocal Lenses | 100% of Traditional Amount per pair |
| Lenticular Trifocal Lenses | 100% of Traditional Amount per pair |
| Contacts In Lieu of Lenses | One per Calendar Year |
| Medically Necessary | 100% of Traditional Amount per pair |
| Cosmetic (Contacts are provided in lieu of lenses and frames) | \$75 per pair |

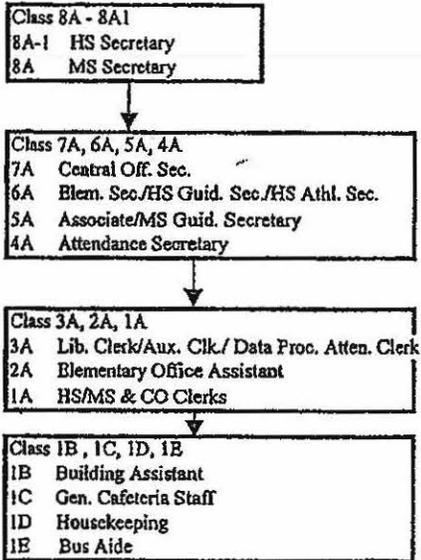
Note: Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

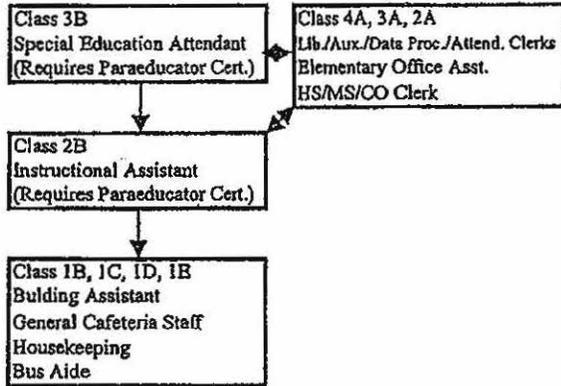
The Following is the Process for a Reduction in Force
Job Classification

1. 1st step is the classification seniority, lowest senior person in station (box)
 2. System-wide seniority - lateral move or lower
- Follow arrows

Class A
Clerks & Secretaries



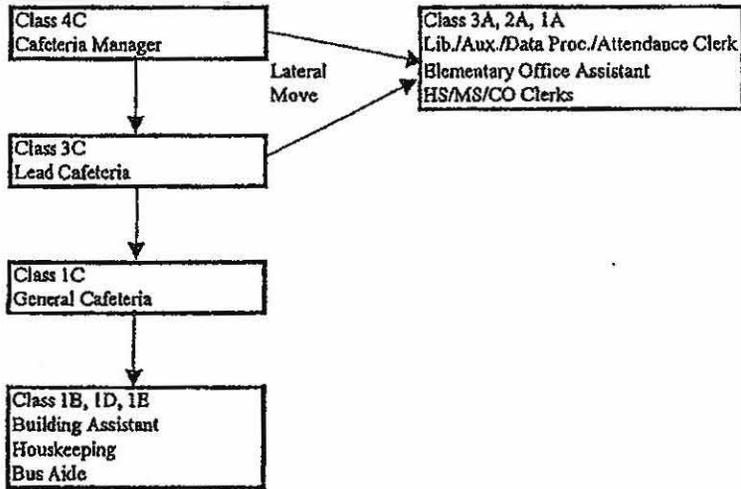
Class B
Educational Support Staff



The Following is the Process for a Reduction in Force
Job Classification

1. 1st step is the classification seniority, lowest senior person in station (box)
 2. System-wide seniority - lateral move or lower
- Follow arrows

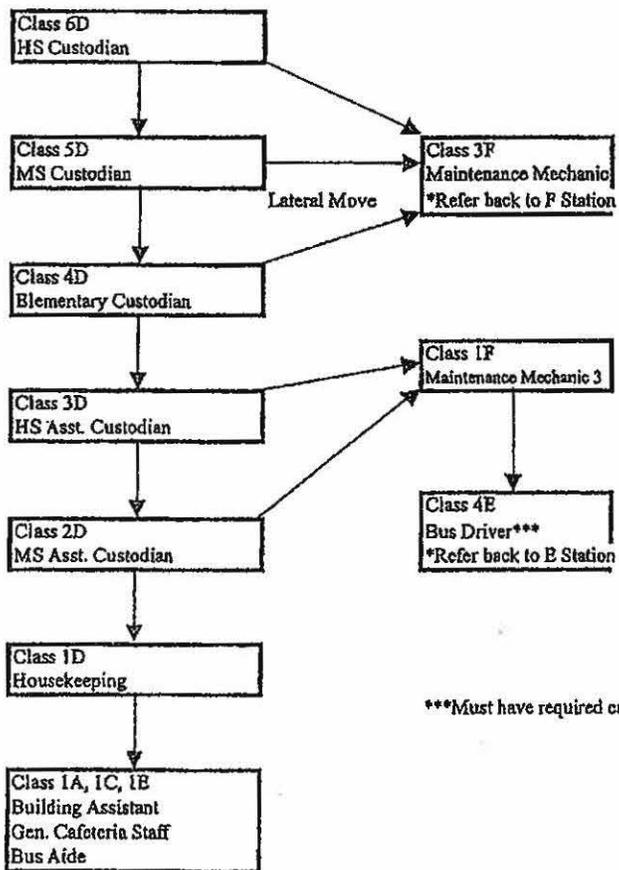
Class C
Cafeteria Staff



The Following is the Process for a Reduction in Force
Job Classification

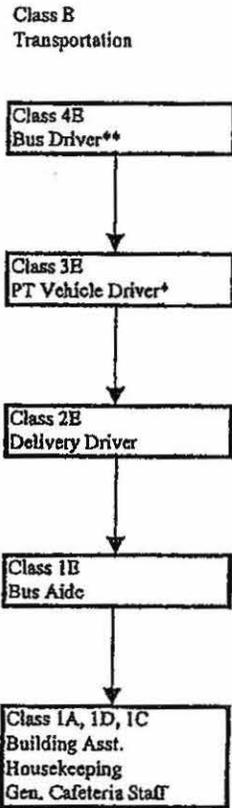
1. 1st step is the classification seniority, lowest senior person in station (box)
 2. System-wide seniority - lateral move or lower
- Follow arrows

Class D
Custodial Positions



**The Following is the Process for a Reduction in Force
Job Classification**

1. 1st step is the classification seniority, lowest senior person in station (box)
 2. System-wide seniority - lateral move or lower
- Follow arrows

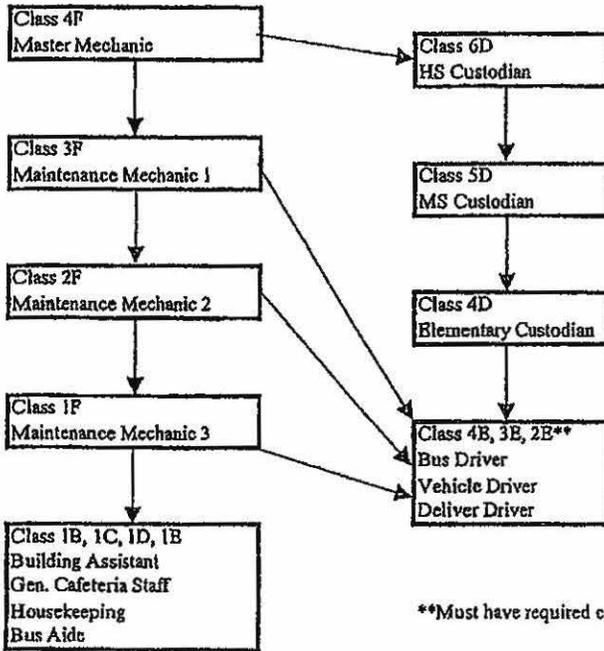


*Requires CDL Licensing
**Requires State Certification

The Following is the Process for a Reduction in Force Job Classification

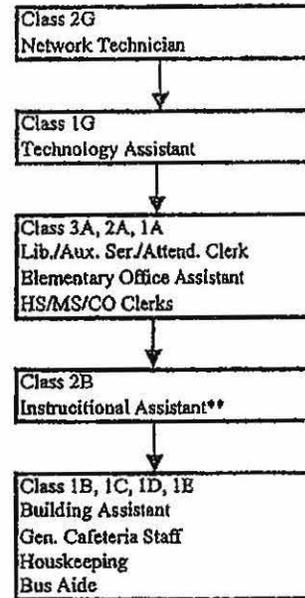
1. 1st step is the classification seniority, lowest senior person in station (box)
 2. System-wide seniority - lateral move or lower
- Follow arrows

**Class F
Mechanics**



**Must have required certificates

**Class G
Technology Positions**



LETTER OF UNDERSTANDING

This Letter of Understanding ("LOU") is entered into by and between the Ohio Association of Public School Employees, Local 108, AFSCME, Local 4 ("Union") and the Garfield Heights City School District Board of Education ("Board").

WHEREAS, the Union and Board ("Parties") entered into a collective bargaining agreement effective July 1, 2011, through June 30, 2012.

WHEREAS, under the prior labor contract between the Parties effective July 1, 2007, through June 30, 2011, the Board had implemented a reduction plan that resulted in layoff of Union members and which required the Parties to recognize the bumping rights of affected Union members under Section XV, 15.4 and the referenced flowcharts in the Appendix.

WHEREAS, the Parties recognize the spirit and intent of Section XV, is to honor system-wide seniority of Union members as evidenced by Section XV, 15.1 where the two-types of seniority are defined, with system-wide listed before job classification field seniority.

WHEREAS, during the reduction in force under the prior labor contract, the Parties implemented Section XV, 15.4 in accordance with the plain language in that section, which allowed members affected by the reduction in force to only use their system-wide seniority to bump into positions in accordance with the flowcharts in the Appendix and which afforded members displaced ("bumped") the same opportunity to use their system-wide seniority to bump into positions in accordance with the flowcharts in the Appendix.

WHEREAS, during the reduction in force under the prior labor contract, the Parties recognized a typographical error existed on page 68, flowchart for Class B, agreed the "4A" position should not be in the furthest right-hand bracket on that page, and the "1A" position should be.

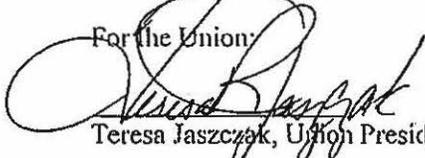
WHEREAS, the Parties are honoring the bumping rights of members affected by the current reduction plan in the same manner as had been implemented previously.

NOW, THEREFORE, the Parties agree:

1. For the reduction in force under the current labor contract, the Parties are implementing Section XV, 15.4 in accordance with the plain language in that section, which allows members affected by the reduction in force to only use their system-wide seniority to bump into positions in accordance with the flowcharts in the Appendix and which affords members displaced ("bumped") the same opportunity to use their system-wide seniority to bump into positions in accordance with the flowcharts in the Appendix.

2. The Parties note that nothing in this LOU modifies the Board's obligation to use job classification field seniority to identify those members who are initially affected by a reduction plan.
3. For the reduction in force under the current labor contract, the Parties recognize a typographical error exists on page 68, flowchart for Class B, agree the "4A" position should not be in the furthest right-hand bracket on that page, and the "1A" position should be.

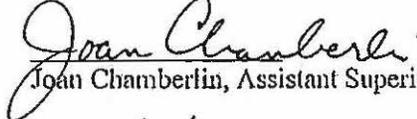
For the Union:



Teresa Jaszczak, Union President

Date: 3-21-12

For the Board:



Joan Chamberlin, Assistant Superintendent

Date: 3/21/12



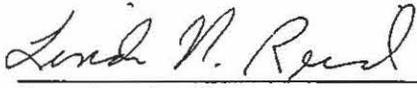
LETTER OF INTENT

This Letter of Intent is effective as of this 12th day of October, 2010, by and between the Garfield Heights City School District Board of Education (hereinafter "Board") and the Ohio Association of Public School Employees, Local 4 (hereinafter "Union").

Previously due to budget reductions, Garfield Heights City Schools eliminated all 3A Library Clerk positions.

This Letter of Intent is to show agreement for the recall of one (1) 3A Library Clerk position as a six hour clerk paid hourly.

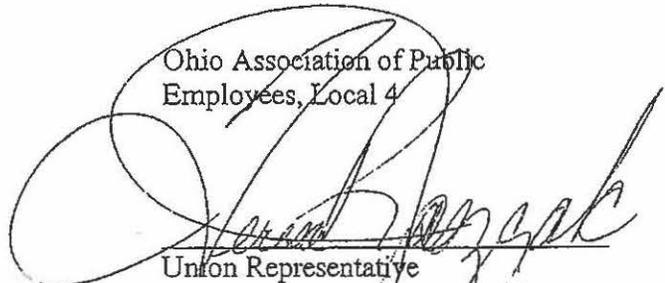
Garfield Heights City School District
Board of Education



Superintendent

Date: 10-12-10

Ohio Association of Public
Employees, Local 4



Union Representative

Date: 10-12-10

