AGREEMENT BETWEEN

THE BOARD OF EDUCATION OF THE SHAKER HEIGHTS CITY SCHOOL DISTRICT

AND

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES, LOCAL #149

EFFECTIVE:

July 1, 2025 through June 30, 2028

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AGREEMENT

ARTICLE I. RECOGNITION

The Shaker Heights Board of Education (hereinafter referred to as the "Board") hereby recognizes the Ohio Association of Public School Employees and its Local #149, affiliated with A.F.S.C.M.E. and AFL-CIO (hereinafter referred to as "Local 149" or the "Union") as the sole and exclusive representative of employees in a bargaining unit comprised of full-time and regular part-time employees whose terms of employment are for positions of from nine and one- half (9½) to twelve (12) months per year and who work as follows: administrative secretaries, secretaries and secretarial technicians in schools and administrative offices; senior technicians and technicians in schools and administrative offices; accounting specialists and accounting clerks in schools and administrative offices; administrative secretaries, secretaries, secretarial technicians; senior technicians and technicians in the following departments: audio-visual and libraries (central and school libraries), unless negotiated out of the unit by agreement of both parties. New positions with similar duties and responsibilities as those in the positions listed above with the exception of supervisory or management positions or such other positions excluded by mutual agreement shall also be included. All of the aforementioned employees will hereinafter be referred to as office employees. A regular part-time employee is defined as an hourly employee working on a regular schedule whose term of employment is for a position of from nine and one-half (9½) to twelve (12) months per year.

This recognition is granted by the Board on the condition that Local 149 shall admit into membership and shall represent employees within the unit without discriminating on the basis of race, color, religion, national origin, sexual orientation or sex.

There shall be no discrimination or intimidation on the part of the Board and its administration or agents against its employees because of Union membership or the exercise of rights to engage or not to engage in Union activities.

ARTICLE II. NEGOTIATIONS PROCEDURE

A. Upon the request of Local 149 or the Board, not earlier than ninety (90) calendar days prior to the expiration of this Agreement, the parties may open negotiations for a successor contract. The first meeting will be held within fifteen (15) calendar days of receipt of the request unless the parties mutually agree to a later date.

B. The Board and the Union shall be represented at negotiation meetings by a team of not more than six (6) members each.

C. The Board and the Union negotiating teams shall exchange items for negotiations at the first negotiating session. All contract proposals shall be presented in writing by both parties. No issue shall be introduced by either party following the first session unless mutually agreed by both negotiating teams.

D. Neither team shall release information to the public media without mutual agreement of the other team until such time as impasse is declared by either side.

E. When tentative agreement is reached covering the matters of negotiation, it shall be reduced to writing, reproduced at Board expense for the Local 149 membership to ratify or reject. When approved by Local 149 membership, it shall be presented to the Board for its approval or rejection.

F. In the event agreement is not reached within thirty (30) calendar days after the first actual negotiating session, either party may request that Federal Mediation and Conciliation Service be notified and requested to furnish the services of a mediator for the purpose of assisting the parties in reaching agreement. The request for a mediator shall be jointly filed. This procedure is intended to serve as an alternate dispute resolution procedure to those set forth in Chapter 4117 of the Ohio Revised Code.

G. The procedures set forth above may be modified prior to the start of negotiations by joint agreement of the parties. Should that occur, the bargaining shall be governed by the ground rules agreed to modifying these procedures.

ARTICLE III. BOARD'S RIGHTS

The Board retains the sole right to manage the operation of the schools, including but by no means limited to the right of deciding the duties to be performed, to maintain order, safety and efficiency in its operation, to hire, layoff, assign, transfer and promote employees, to schedule hours to be worked, including starting and quitting times, to discipline, suspend or discharge employees for just cause, provided that none of these rights shall be exercised in an improper manner or contrary to the specific provisions of this Agreement.

ARTICLE IV. UNION RIGHTS

The Union shall have the following rights in addition to others that may be agreed to in other sections of this Agreement.

A. The right of access at reasonable times to areas in which the employee works; reasonable times are lunch hours and break time. Nothing in this section authorizes employees to engage in union work during working time. Work hours should not be used unless approved in advance.

B. The right to use, without charge, Board bulletin boards, mail boxes and school mail system and any other means of communication for the transmission of information or notices concerning Union matters. Long distance phone calls are not included. Political purposes are not allowed.

C. The right to use without charge, institutional equipment, facilities and buildings at reasonable times with the principal or supervisor's approval.

D. The President of Local 149 will be supplied annually with a complete list of all bargaining unit employees. The list will contain the following information:

Employee's Name, Date of Hire in the Bargaining Unit, Classification - and Job Site Location and effective dates in all classifications worked.

E. An annual copy of the Budget and Appropriations will be submitted to the Local President along with other official documents such as Form 4502, Amended Certificate of Estimated Resources, and Form SF12.

F. A copy of the official Board Agenda and all addendum items shall be supplied to the Local President. The Board shall also supply the minutes from all Board meetings to the President.

G. Dues Check off

The Fair Share Fee language in this Article was invalidated as a matter of law based on the U.S. Supreme Court decision in Janus v. AFSCME, Council 31, 585 U.S. 138 S. Ct 2448 (2018) and fair share fee therefore will not be implemented; however, the prior language in this Article is preserved here should the Supreme Court decision be overturned. If by judicial pronouncement or legislative enactment fair share fees are reinstated the parties will use this language and do not need to bargain further; except to bargain any necessary changes to comply with law as reinstated.

1. Dues deduction authorizations shall be continuous from year to year. Dues payroll deduction authorization shall be irrevocable, except if withdrawn in accordance with the procedure listed in the membership application signed by the employee. The Union shall submit an authorization form signed by each individual employee to the Treasurer of the School District authorizing payroll deduction for Union dues. Notice of withdrawal shall be sent to the OAPSE State Treasurer's Office at 6805 Oak Creek Drive, Columbus, Ohio 43229, attention: Membership Department. OAPSE will notify the Treasurer of the School District when the dues deduction authorization is properly withdrawn by the employee.

2. The Board agrees not to check off dues from the pay of any bargaining unit members for any other labor organization during the term of this Agreement.

3. Dues deductions shall be deducted in twenty-four (24) equal installments starting with the second pay in September. The money collected by the Treasurer of the School District shall be forwarded to the OAPSE State Treasurer and Treasurer of Local 149 along with a list of members and the amounts individually deducted from each, no later than ten (10) working days after they are collected. A duplicate list of names and individual deductions shall be given to the local Treasurer at the time they are sent to the OAPSE State Treasurer.

4. Service Fee - Each employee covered by this Agreement who is hired on or after July 1, 1995, who fails voluntarily to acquire or maintain membership in the Union, shall be required to pay to OAPSE a service fee, which shall not exceed the dues paid by members of OAPSE who are in the bargaining unit covered by this Agreement; provided that any employee who has been declared exempt for religious convictions by the State Employment Relations Board (SERB) shall not be required to pay said fee. However, such employee shall pay, in lieu of such fee, on the same time schedule as Union dues are payable an amount of money equal to such fee to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, mutually agreed upon by such employee and the OAPSE state treasurer. Such employee shall furnish to the OAPSE state treasurer written receipts evidencing payment to such agreed upon non-religious fund.

   The provisions of this Article shall be explained to the employee at the time of the hiring interview. A written statement explaining the Service Fee shall be provided, by the Board, at the time of hire.

   The provisions of the service fee shall not be applicable to new hires until completion of their first sixty (60) calendar days of employment or to any employees exempt from the bargaining unit by virtue of being supervisory, managerial, confidential or casual employees.

   The Union shall adopt an internal rebate procedure in accordance with Section 4117.09(c) of the Ohio Revised Code which complies with Federal law.

5. The Union agrees to defend, indemnify, and hold the Board harmless for any cost, liability, or in any suit, claim or administrative proceeding arising out of or connected with the implementation, enforcement, determination, or collection of any service fees or dues, and to reimburse the Board for any and all expenses incurred by the Board in defending any such suit, claim or administrative proceeding, including attorney fees and court costs. For purposes of this section, the term "Board" includes the Board of Education of the Shaker Heights City School District, its officers, members, agents, and employees who implement any Union dues and/or fee deduction, including but not limited to the Treasurer, Superintendent, Assistant Superintendent of Business Operations[1] and all members of the administrative staff.

H. Up to two (2) employees who are OAPSE delegates will be allowed to attend the OAPSE conference annually without loss of pay. In addition, up to six (6) employee

[1] As used in this Agreement "Assistant Superintendent of Business Operations" means "Assistant Superintendent of Business Operations or Designee."

work days will be allowed each contract year for employees to attend OAPSE committee meetings and conventions. To the extent the six (6) days of leave are unused in one (1) year, up to three (3) days may be carried forward to the succeeding year.

I. Payroll Deductions - The Board shall deduct from the wages of an employee in the bargaining unit, upon receipt from the Union of a signed authorization, P.E.O.P.L.E. Donations. The P.E.O.P.L.E. deductions shall be deducted using the same procedures as dues deductions. Membership in the P.E.O.P.L.E. program is voluntary and the Board shall be held harmless as defined in Article IV, Paragraph G (5) of this Agreement.

ARTICLE V. GRIEVANCE PROCEDURE

A. A grievance is defined as a claim by an employee based upon an alleged violation, misinterpretation or misapplication of the specific article(s) of this written agreement entered into between the Board of Education and the Union. If any such grievance arises, there shall be no stoppage or suspension of work, or concerted activity because of such grievance; but such grievance shall be submitted to the following procedures.

1. INFORMAL - An employee when aggrieved shall meet with the employee's immediate supervisor or designee and an OAPSE representative from Local 149 to discuss the situation. A verbal response shall be given to the employee by the supervisor or designee at the time of the discussion. There shall be a written acknowledgement that the informal step occurred.

2. STEP I - If agreement is not reached at the Informal level, the employee shall put the grievance in writing to the employee's immediate supervisor within five (5) work days of verbal discussion. A meeting shall take place to discuss the grievance with the immediate supervisor within ten (I 0) work days of the filing of Step I of the written grievance. The immediate supervisor shall give a written disposition within five (5) work days of the meeting that took place to discuss the written grievance.

3. STEP II - If the issue is not resolved in Step I, aggrieved employee shall within five (5) work days appeal the employee's case to the Superintendent or designee.[2] A meeting shall take place to discuss the grievance with the Superintendent within ten (10) work days of the filing of Step II of the written grievance. A written disposition shall be returned by the Superintendent within five (5) work days of the meeting that took place to discuss the grievance.

[2] As used in this Agreement, Superintendent shall mean Superintendent or designee.

4. STEP III - If the issue is not resolved in Step II, the Union may request that the grievance be submitted to arbitration within ten (10) workdays after receipt of the decision at Step II. If representatives of the Union and the Board are unable to agree on an arbitrator, the Union may request a list of arbitrators be supplied by the American Arbitration Association.

   Selection will be made by the strike method according to the rules of the American Arbitration Association.

   The arbitrator will conduct a closed hearing at which the duly designated representative of the Board and the Union will be present. Each side shall have full opportunity to present evidence through witnesses and written documents and shall have the right, if desired, to present post hearing briefs. After considering the facts presented by each side, the arbitrator will render a decision. The decision shall be final and binding on the parties. In doing so, the arbitrator shall not add to, subtract from or modify the terms of this collective bargaining agreement.

   It is specifically agreed that this grievance procedure shall be the sole remedy for any matters covered by this Agreement. This Agreement shall prevail over and supersede State Civil Service Laws and the rules and regulations of the Shaker Heights Civil Service Commission to the full extent allowed under the provisions of Section 4117.10 of the Ohio Revised Code.

   The fees and expenses of the arbitrator shall be shared equally by the parties.

   The grievant shall be represented by an OAPSE staff representative beginning at Step 3.

B. Grievance Forms:

   1. Any grievance must be filed on the authorized grievance form agreed to between the parties to this Agreement.

      Such forms must provide for naming of the alleged violation and shall state the contention of the employee or the Union, and shall indicate the relief requested.

   2. Any grievance not advanced to the next step by the Union within the time limit in that step, shall be deemed resolved by the Administration's last answer.

3. The agreed to grievance form shall be made available to any employee requesting such, either through the employee's supervisor or Union representative/

C. Time Extensions

Time limits may be extended by the Administration and the Union in writing. The newly agreed to date shall then prevail.

D. Representation

Bargaining unit members may be represented at any step of the grievance procedure other than the Informal Step by the OAPSE staff representative. If the staff representative is going to attend any step, notice will be given to the appropriate administrator.

ARTICLE VI. WORK STOPPAGE

During the term of this Agreement, there will be no strike, work stoppage, or concerted effort to fail to report for work, or loss of workdays for any unauthorized reasons. During the term of this Agreement, the Board will not lock out employees in the bargaining unit.

ARTICLE VII. DISCIPLINARY PROCEDURE

A. After completion of the probationary period, disciplinary action shall only be for just cause.

B. No employee shall be disciplined without first being provided a hearing. At said hearing, the employee shall, if the employee chooses, be represented by the Union representative of his or her choice.

The employee shall be given a written statement as to why the hearing is being called. The time and place of this hearing shall be stated. The written statement shall state the employee's right of Union representation. If the employee chooses Union representation, the meeting shall only take place if the Union representative of the employee's choice is available. However, the right to choose a particular Union representative shall not extend the previously-scheduled hearing date beyond five (5) working days.

The employee must sign and return the statement acknowledging receipt of the notification.

C. Although disciplinary action may be taken, corrective measures may also be recommended.

D. An employee receiving any disciplinary action of record shall be given a notification, in writing, of such action, together with a general statement regarding such action.

E. Upon request, any employee shall have any disciplinary actions that are over three (3) years old removed from the employee's personnel file, if such employee has had no disciplinary actions in the three-year period immediately preceding such request. No memorandum or document shall be placed in the personnel file indicating what was removed.

F. It is recognized that an employee who has been the recipient of disciplinary action shall have a reasonable opportunity thereafter to establish a good work record.

G. It is specifically agreed that the disciplinary procedure in this Article and the grievance procedure in Article V shall be the sole remedy for a bargaining unit member who has been disciplined.

ARTICLE VIII. PERSONNEL FILE

A. Any employee shall have the opportunity to read any material which may be considered critical of the employee's conduct, service, character or personality before it is placed in the employee's personnel file. The Administration and the employee shall be assured that the employee is aware of the material that is being placed in the employee's file. The employee shall have the opportunity to reply to such critical materials in a written statement to be attached to the file copy. A copy of the written statement shall be forwarded by the employee or the administrator responsible for maintaining the personnel files, to the Building Principal or Department Head.

B. Employees shall be informed of any complaint by a parent and/or student which are directed toward them if such complaint will become a matter of the personnel record.

C. Anonymous letters or materials shall not be placed in any employee's files, nor shall they be made a matter of record.

D. Any employee shall be entitled to a copy at the employee's expense of any material in the employee's file except for material originally supplied to the administration as confidential previous to employment. An employee shall have the right upon request and upon making an appointment to review in the presence of the Director of Human Resources or designee, the contents of the employee's own personnel file, exclusive of pre-employment materials. Another employee and/or OAPSE representative selected by the employee may be present during such review.

ARTICLE IX. HOURS OF WORK AND OVERTIME

A.

1. The Board will pay one and one-half (1½) times the employee's regular hourly rate for all hours worked in excess of eight (8) hours in one (1) day or forty (40) hours during the normal work week. All work performed on holidays shall be paid at the rate of time and one-half (1½).

2. An employee may request compensatory time in lieu of additional pay under the following circumstances:

    a. The request is approved by the employee's supervisor;
    b. The employee agrees to waive the right to receive overtime for hours worked in excess of eight (8) hours for the time that is to become compensatory.
    c. No more than two and one-half (2½) hours per week may be requested to become compensatory time.

d. Compensatory time shall be granted on a one (1) hour for one (1) hour basis. If the time takes the employee to over forty (40) hours in the work week, it will not be eligible for compensatory time.

e. The maximum accumulation of compensatory time shall be fifteen (15) hours.

f. Compensatory time may only be used with the approval of the employee's supervisor.

B.

1. The work year for all employees will be from July 1 through June 30 of the following year, as scheduled by the Board. Employees required to work additional days beyond the number of contractual days in their assigned position shall be compensated at the rate in effect at the time of performance of the work.

2. Ten and one-quarter (10¼) month employees will have a work year consisting of two hundred thirteen (213) days; ten (10) month employees will have a work year consisting of two hundred eight (208) days; and nine and one-half (9½) month employees will have a work year consisting of one hundred ninety-seven (197) days.

3. Elementary administrative assistants will be scheduled to start their work year at least one (1) week prior to the first day of school.

C. No employee covered by this contract will be required to be alone in a building during working hours. Employees may be temporarily assigned to another building to avoid the problem.

D. The regular work week shall consist of thirty-seven and one-half (37½) hours with two (2) fifteen (15) minute breaks per day.

E. There shall be no pyramiding of overtime.

F. When a member of the bargaining unit is temporarily assigned for more than three (3) consecutive work days to a position in a higher classification than the one for which the employee is employed, the employee will receive the rate of pay for the higher classification at the employee's step on the salary schedule retroactive to the first work day.

If a temporary assignment involves a position outside of the bargaining unit, the Building Administrator or Supervisor must submit a formal request using the "OAPSE 149 Temporary Assignment Form". This request must clearly outline the responsibilities, duties, and anticipated duration of the assignment. The form must be reviewed and approved prior to the commencement of the assignment. Upon review, an appropriate stipend will be determined based on the information provided.

G. Any Administrative Assistant faced with a medical situation they feel they cannot adequately handle is instructed to inform their Principal and it will be at the Principal's discretion to either assign another staff member to aid the student, if time allows, or to call 911.

ARTICLE X. JOB POSTINGS

A. Procedures to be followed for job postings of vacancies or new positions:

1. Determination of the existence of a vacancy or an opening:

a. A vacancy is any opening that occurs because of a resignation, retirement, a transfer, or termination by an existing bargaining unit employee or as the result of the creation of a new bargaining unit position.

b. The administration shall determine whether to fill, abolish or consolidate the duties of the position.

c. If the decision is to consolidate the responsibilities of the position with a position(s) currently being held by a bargaining unit member(s) or to not fill the position, no vacancy or opening will exist.

d. Within thirty (30) calendar days of the effective date of the vacancy, the Union President shall be notified in writing of the decision to fill, abolish or consolidate the duties.

2. Postings:

a. When it has been determined a vacancy or opening exists, notice shall be posted on the District website and shall be sent by e-mail to each bargaining unit member. During the summer, notices shall be mailed to employees who are less than twelve (12) month employees.

b. The posting shall occur for fourteen (14) calendar days and shall be removed by midnight on the 14th day. If the posting is not filled, it may be re-posted.

c. Postings shall include either the job description or a link to the job description for the vacant or open position; the location where the duties are to be performed; and the classification for the position. If the position is temporary or a replacement for an employee on leave of absence, it shall be so noted on the posting.

d. The job description for any position shall be considered for update at the time of any posting, or upon the request of the Union.

e. Jobs for known summer projects or positions shall be posted prior to the end of the school year.

f. A hard copy of each posting shall be made available to the Union President during the summer break.

3. Filling posted positions:

a. Bargaining unit members interested in filling a posted position may apply any time prior to the expiration of the posting.

b. The application must be submitted using current District process.

c. Bargaining unit members applying for the vacancy or opening shall be given an interview.

d. Bargaining unit members shall be given an opportunity to fill any vacancy or opening prior to considering any outside applicants.

e. The goal is to fill any vacancy or opening within sixty (60) calendar days of the posting. The Union President or designee will be invited to participate on the interview panel for any Local 149 vacancies. There shall be written notice to the Union President prior to the expiration of the sixty (60) days if the position is unable to be timely filled explaining the reason(s) for such delay.

f. Among the factors to be considered in filling any vacancy or opening may be evaluations, qualifications, seniority and skill.

4. Classification of newly created positions:

a. If the opening is a newly created position, prior to its posting, the job description and classification will be sent to the Union President.

b. If no reply is received within seven (7) calendar days, the classification shall be effective.

c. If the Union President responds, the Assistant Superintendent of Business Operations and the Union President shall promptly meet and attempt to determine an appropriate classification for the job. If agreement cannot be reached, the job classification shall be determined by the Assistant Superintendent of Business Operations.

B. Temporary Positions

1. When the District determines additional help is necessary on a temporary basis, temporary clerical workers may be employed. The Chief Operating Officer will provide the Local President with information about any temporary position, including the reasons for the temporary position and the anticipated duration of the temporary position. When a temporary worker is employed in the same bargaining unit position for a period in excess of six (6) months, a new position will be deemed to have been created and it will be posted. If this new position is a temporary one, the Assistant Superintendent of Business Operations may meet with the OAPSE President to discuss the feasibility of not posting the position and the District will not be required to post if the OAPSE President agrees.

2. Bargaining unit members who work less than twelve (12) months will be given the opportunity to sign up on a list for additional work occurring outside of their normal work year. When temporary clerical work or a special project occurs for a period of time that falls outside of the regular work year for employees who work less than twelve (12) months, bargaining unit members who have signed up for work outside of their normal work year will be considered to perform such temporary work or special project. No such opportunity will be provided if the temporary work or special project falls within any portion of the bargaining unit member's regular work year.

ARTICLE XI. EMPLOYMENT

A. The first ninety (90) working days of employment shall be considered as the probationary period. By mutual agreement of the Union and the Board, the probationary period may be extended for up to an additional ninety (90) working days. During this period the probationary employee may be laid off or terminated at the discretion of the Board or their designated representative. Upon employment, a representative of the Union shall be entitled to speak with the employee for 30 minutes during the workday.

B. At the expiration of the probationary period, if retained, the employee shall receive a one (1) year limited contract. The decision not to retain an employee at the end of the one (1) year limited contract is not considered a disciplinary action under this Agreement. If retained at the expiration of the one (1) year contract, the employee shall be employed on a continuing status.

C. Individuals who are hired pending the completion of a legally required pre-employment criminal background check shall remain on probationary status until such background check has been completed or for the period set forth in Article XI, paragraph A, whichever is greater.

D. New employees, employees who transfer or are transferred, or are reclassified will be given a salary statement electronically that shall specify the job title, classification, step and dollar amount per hour to be paid.

ARTICLE XII. REEMPLOYMENT OF SERS RETIREES

A. Any bargaining unit member who retires under SERS and is subsequently re-employed by the District shall be placed at Step 10 of the salary schedule (provided the employee has a minimum of ten (I 0) years of service).

B. A bargaining unit member who is re-employed subsequent to retirement under SERS will not be eligible to carry over any sick leave from the employee's initial employment tenure but will earn sick leave per the terms of the collective bargaining agreement.

C. Any bargaining unit member re-employed under this Article shall be re-employed under a one (1) year limited contract. All subsequent contracts shall be one (1) year limited contracts. In any year, the limited contract shall automatically expire without any need for a non-renewal action.

D. Any employee re-employed under this Article shall not accrue seniority during the period of re-employment, including for the purposes of reduction in force/layoff.

E. Re-employed bargaining unit members shall not be entitled to receive severance payment of any kind (whether for unused sick leave or unused vacation, if applicable) following the conclusion of the employee's re-employment tenure.

F. If an employee's request for re-employment is denied, the employee may rescind the employee's retirement notice.

ARTICLE XIII. LAYOFF AND RECALL

A. If it becomes necessary to reduce the number of employees in a job classification due to the abolishment of positions, lack of work, building closures, financial reasons or return of an employee from a leave of absence, the Board may make such reductions through the layoff procedure set forth herein.

B. The following guidelines for layoff shall apply:

1. Attrition
   The number of persons affected by a layoff will be kept to a minimum by not employing replacements, insofar as practicable, for employees who retire, resign, or otherwise vacate a position.

2. Layoff

   In any layoff, seniority shall prevail. Reduction not achieved by attrition shall be accomplished first by laying off new employees in the initial probationary status in the job classification affected. Additional reductions shall begin with the employees with the least system seniority in the job classification affected.

3. Bumping

An employee laid off from their job classification may, if qualified and if holding greater seniority, bump the least senior employee in any lower rated job classification within the employee's job classification series. Any employee exercising bumping rights shall be placed on the job classification salary schedule in accordance with the employee's service in the employee's current job classification series or other series, if (1) the job was once held by the bumping employee, (2) the bumping employee is qualified and the most current evaluation was satisfactory, and (3) the bumping employee chooses to exercise the option to bump in the other series. The employee shall have five (5) working days to exercise bumping rights after notification of layoff

4. For purposes of this Article only, seniority shall be defined as total service in the bargaining unit from the most recent date of hire with the Board.

C. The job classifications within each job classification series are listed below from highest classification within a series to the lowest, as follows:

a. Administrative Assistant Series

1. Administrative Assistant I
2. Administrative Assistant II

b. Technician Series

1. Technician I
2. Technician II

c. Accounting Series

1. Accounting Specialist I
2. Accounting Specialist II

D. Employees shall retain rights of recall for twelve (12) months from the date of layoff. Recall rights may be extended for an additional twelve (12) months if the laid off employee notifies the Board of their desire to extend recall rights between sixty (60) and thirty (30) calendar days prior to the expiration of the first recall period. The employee must be notified at least sixty (60) calendar days in advance of the scheduled expiration of the first twelve (12) month recall period and advised of the option to extend recall rights. Failure by the Board to provide such notification shall automatically extend recall rights for the additional twelve (12) months. Employees shall be recalled from layoff in reverse order of the layoff. Notices of recall shall be sent by certified mail or registered mail to the employee's last known address as shown in Board records. The recall notice shall state the time, date and place at which the employee is to report back to work. A recalled employee shall be given at least seven (7) calendar days' notice to report to work. Failure to report within the required time shall terminate any recall rights.

ARTICLE XIV. SICK LEAVE

A. Sick leave with pay shall be earned, paid for and used by employees in accordance with the provisions of Section 3319.141, Ohio Revised Code. In accordance with the provisions of that section, employees will be permitted to accumulate sick leave with pay, at the rate of fifteen (15) days per year to an unlimited accumulation.

Family Illness - Absence due to illness in the family is interpreted to include father, mother, step-parent, spouse, qualified domestic partner, child, step-child or member of the immediate household and is deducted from sick leave. An affidavit may be required to support the claim that it is necessary for an employee to be away from the employee's assignment due to family illness.

B. Bereavement - The regulations as outlined in 3319.141 Ohio Revised Code shall govern bereavement leave.

Family Death - Absence due to death in the immediate family is interpreted to include parent, step-parent, parent-in-law, daughter-in-law, son-in-law, grandparent, grandchild, brother, sister, child, step-child, spouse, qualified domestic partner, niece, nephew, brother-in-law, sister-in-law, aunt, uncle or a member of the immediate household and is deducted from sick leave.

Any employee who does not have at least three (3) days of sick leave accumulation for bereavement leave under this Section shall be entitled up to three (3) days off without loss of pay for bereavement leave due to death in the immediate family.

A qualified domestic partner is defined as the sole domestic partner, not related by blood, who live together in the same residence and intend to do so indefinitely. These individuals are engaged in a committed relationship of mutual caring and support and are jointly responsible for each other's common welfare and expenses. Proof of interdependence includes at least three of the following: (1) common ownership of a vehicle; (2) common ownership of real property; (3) drivers' licenses with common address; (4) proof of joint bank accounts or credit accounts; (5) designated primary beneficiary; and (6) assignment of durable power of attorney or living will.

ARTICLE XV. PERSONAL LEAVE

A. Personal leave of absence with pay, not to exceed three (3) days per work year shall be provided. Notification of personal leave must be provided in writing to the immediate supervisor. Such notice shall be provided in advance except in case of emergency. Personal leave may be used for such occasions as religious holidays, graduation and weddings of members of the family or personal business that cannot be performed at any other time. Personal leave is intended to cover emergency or other business that cannot be performed at any other time. Personal leave is non-cumulative. Requests for personal leave on the day immediately preceding or following a school holiday period will only be granted under unusual circumstances following written approval by the Human Resources Director. Personal leave can be granted only when no compensation is received by the employee during time of such leave from other than school funds. When personal leave is requested because of personal business which cannot be performed at any other time, the employee need not describe nor reveal the nature of such business but need only state, in making

the request, that the leave is necessary to attend to personal business which cannot be performed at any other time. Unused personal leave at the end of the school year shall be converted to sick leave at the rate of one (1) day of sick leave for each day of unused personal leave and then added to the employee's sick leave accumulation. Personal leave may be used in one-quarter(¼) day increments. Absence for any reason for less than one-quarter(¼) day may be handled by the supervising administrator.

OAPSE Local 149 officers pledge their support in obtaining compliance to the spirit and intent of this provision.

B. Personal leave for newly hired employees during a contract year will be prorated as follows:

Date of Hire	Personal Leave Days
July 1st through October 31st	3
November 1st through February 28th	2
March 1st through June 30th	1

C. Personal leave knowingly taken in violation of this section will be considered as insubordination and may result in disciplinary action which may include dismissal.

ARTICLE XVI. SCHOOL CLOSURE DAYS

The closing of school pursuant to action of the Superintendent taken in accordance with Section 3319.081 (G) shall not automatically excuse employees from work. All employees will be expected to report to work, unless they are directed otherwise, in the event school is called off for students and will receive their regular rate of pay for hours worked. In the event employees are directed to not report to work should school be called off for students, the employees shall be paid for all regular hours of work lost. In those instances when only essential Local 149 employees are required to report to work, those essential employees shall have the option of receiving compensatory time off or additional straight time pay equal to the number of regular hours required to be worked during the school closure day.

ARTICLE XVII. JURY DUTY

Employees called to serve on juries, will serve without loss of pay, except that the employee must pay any jury pay received to the Board. This absence will not be deducted from sick leave, vacation or personal leave.

ARTICLE XVIII. COURT APPEARANCE

Employees who are subpoenaed to appear in court or before a governmental agency as a witness solely because of the performance of their employment duties in the School District will be provided full compensation. Witness fees received must be paid to the Board.

ARTICLE XIX. VACATION

A. Vacation Schedule:

Vacation days are awarded at the beginning of the fiscal year, that is, July 1 of the calendar year for vacation earned in the prior year, as follows:

1.	Less than one (1) year	Prorated
2.	One (1) year through five (5) years	14 days
3.	Sixth (6th) year through ninth (9th) year	15 days
4.	Tenth (10th) year through sixteenth (16th) year	20 days
5.	After seventeenth (17th) years	24 days

B. Vacations shall be granted to eleven (11) or twelve (12) month employees subject to the following limitations.

1. Vacation days may be taken during the contract year following the contract year in which they were earned, except up to seven (7) days of vacation may be borrowed after six (6) months of employment from the successive year's earned vacation. This may only occur during the first twelve (12) months of employment. Should an employee leave the District before earning any portion of the "borrowed vacation", the District is authorized by this Agreement to withhold the overpayment from the final paycheck.

2. Prior approval of the immediate supervisor is required before vacation may be taken. Employees are encouraged to take their vacation when schools are closed in summer, winter recess or spring recess to avoid the need to hire a substitute and to minimize disruption to the normal school day. For a vacation request of three (3) days or more, the immediate supervisor must act upon requests for approval within seven (7) working days after receipt of the request. If approved, vacation may only be changed by mutual agreement of the employee and supervisor. If approval of vacation is denied or there is no action by the immediate supervisor within seven (7) working days after the request for approval was received by the supervisor, the employee may request in writing a review by the Assistant Superintendent of Business Operations who shall act upon such request within three (3) working days of receipt.

3. Vacation must be taken by June 30th of each year except that five days of earned, but unused, vacation may be carried forward from one contract year to the next provided written notice of the intent to do so is given to the Assistant Superintendent of Business Operations no later than June 15th. Any vacation days

in excess of the five days permitted to be carried over that are unused as of June 30th will be forfeited.

4. Where an employee is prevented from using vacation because of a long-term absence, the employee can carry over vacation into the next fiscal year if the employee is able to use sick leave. If the employee is going on an unpaid leave, vacation must be exhausted first.

5. Employees who, during their scheduled vacation period, become ill or who become involved in other circumstances covered by sick leave or personal leave, are not entitled to charge any of the vacation days to sick leave or personal leave, except in those instances where an employee is hospitalized overnight on a vacation day, the days spent in the hospital shall be charged to sick leave rather than vacation days.

6. Any employee transferring from a position that is not eligible for vacation to a vacation eligible position shall have the number of years of service for vacation credit determined as follows: Divide the total number of months of service by 12. The resulting number of years shall be applied to the schedule above to establish the amount of vacation due.

C. Eleven (11) or twelve (12) month permanent part-time employees with at least one (1) year of service will be granted paid vacation time based on a two (2) week vacation period according to the number of days worked in each week, i.e., two (2) days worked, two (2) days' vacation time; (3) three days worked, three (3) days' vacation time.

D. The December vacation period is included in the vacation limits indicated in Sections B and C above. However, upon written approval of the employee's supervisor, an employee may work one (1) or more days during the December vacation period and take these vacation days at another time.

ARTICLE XX. HOLIDAYS

All of the following days shall be granted as paid holidays:

New Year’s Day
Martin Luther King Jr. Day
President’s Day
Good Friday
Memorial Day
Juneteenth
Independence Day
Labor Day
Rosh Hashanah
Yom Kippur
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Rosh Hashanah and Yom Kippur will not be paid holidays when they fall on a Saturday or Sunday.

All regular non-teaching employees, whether working in a full-time or permanent part-time position, are entitled to the above paid holidays which fall between the beginning and the end of each individual's work year, provided each such employee accrued earnings on the employee's next preceding and next following scheduled work days before and after such holiday, or was properly excused with pay on either or both of these days.

If any such holidays fall within a period of absence for which no salary or wage is allowed, then no salary or wage will be allowed for the holiday.

If any employee works on any such holiday as listed above, refer to "Hours of Work and Overtime", Article IX.

ARTICLE XXI. RETIREMENT SEVERANCE PAY

Any employee who works regularly each week on a permanent part-time basis or on a full-time basis and who has ten (10) or more years of service with the Shaker Heights Board of Education, may elect at the time of the employee's retirement from active service (retirement from active service shall mean actual retirement under one of Ohio's public employee retirement systems or eligibility for retirement under such retirement systems with retirement from the Shaker schools and election to withdraw retirement funds in a lump sum payment) to receive severance pay in an amount equal to:

One-fourth (1/4) of the employee's unused accumulation of sick leave balance and 100% of any earned and unused vacation balance shall be paid at the per diem rate of said employee's basic contract salary in effect at the time of the last day of employment in Shaker Heights. Supplemental contracts, extended service, overtime or any other compensation will not be included in the calculation.

As used herein, the word "retirement" means "permanent retirement" with regard to age and years of service as defined by the Ohio State Retirement Systems.

Payment of severance pay hereunder shall be made only upon fulfillment of the following conditions:

A. The employee is expected to sign an affidavit regarding retirement and severance pay. The form for this purpose will be made available by the Human Resources Department.

B. The employee must be in active service for the year immediately prior to retirement, unless in the event at the time a member elects not to actively work for the Shaker Heights schools, and is not yet eligible for State Employees Retirement System benefits, the staff member may apply for and receive that part of unused sick leave the employee is eligible to receive, as long as the following is true and the following procedures are followed:

1. The former staff member applies, in writing, to the Superintendent of Schools within thirty-seven (37) months of the member's last day of employment.

2. The former member has not taken a permanent position during that thirty-seven (37) month period.

C. The former employee is expected to present satisfactory evidence to the Treasurer that the employee's retirement is in effect. Following receipt of this evidence, to the extent provided for under Section 3.4 of the Shaker Heights City School District Section 403(b) Plan (the OAPSE Local 149 Severance Pay Deferral Plan"), as may be amended from time to time, a retiring employee's Severance Pay shall be paid directly into a Section 403(b) annuity (a "Designated Contract"). If a retiring employee's Severance Pay is not payable under the OAPSE Local 149 Severance Pay Deferral Plan, the retiring employee may elect to defer all or a portion of the Severance Pay, in accordance with terms of applicable federal income tax law, and terms of Shaker Heights City School District Section 403(b) Plan and any Section 457(b) plan of the School District.

D. Upon payment of the severance pay to the employee, all of the employee's accumulated sick leave credit shall be cancelled. Any exception beyond the above must be recommended by the Superintendent and approved by the Board.

ARTICLE XXII. SICK LEAVE BANK

The Sick Day Transfer Program (SDTP), including procedures for requesting a sick day transfer, guidelines for qualified recipients, and other procedures relevant to the operation of the program, shall be conducted as follows.

A. Only members of the OAPSE Local #149 bargaining unit will be permitted to participate in the SDTP as either donors or recipients.

B. A member of the OAPSE Local #149 bargaining unit may donate sick leave directly to another OAPSE Local #149 bargaining unit member under the following conditions:

1. Donated sick leave may be used only for a serious illness or injury of the employee or the employee's family in accordance with the provisions of Article XIV, Section A of this Collective Bargaining Agreement and only after the employee has exhausted all of their accrued sick leave and available personal leave. A "serious illness or injury" shall be one that is catastrophic, life-threatening or debilitating. An employee that expects to exhaust their supply of sick leave may complete a Sick Day Donation Eligibility Form and submit it to the Director of Human Resources in order to become eligible to receive sick leave donations after their supply has been exhausted. This form may be submitted by the employee after their available sick day leave reaches fifteen days or fewer and FMLA paperwork has been filed and approved by Human Resources. The Director of Human Resources may request additional information from applicants, including a letter from their physician

describing their conditions or prognoses, in order to determine their eligibility. Such information shall be kept confidential and shall be maintained in the Human Resources office. Cooperation shall be a condition of participation in the SDTP. No decision shall serve as precedent for future decisions.

2. Employees and the employee's underlying need for donated sick days must be eligible for and/or qualify under FMLA in order to receive donated sick days in accordance with the terms of this program. Employees that are not eligible for FMLA due to the length of their employment (i.e. they have been employed less than one year), but who would qualify for FMLA otherwise may participate in this program.

3. Donated sick day recipients shall lose eligibility and forfeit all sick leave transfer benefits if they receive any work and/or work-related income while on leave from any outside source, including but not limited to unemployment, SERS disability, or the Bureau of Workers' Compensation.

4. The Director of Human Resources will verify the requests for SDTP eligibility and inform the Treasurer's Office and the OAPSE Local #149 President that the member is qualified to receive sick day donations. The OAPSE Local #149 President will inform the Sick Day Committee chair of the member's eligibility.

5. The OAPSE Local #149 Sick Day Committee chair will provide the Treasurer's Office with the names of those wishing to donate to a given recipient and the number of days to be donated per donating member. The OAPSE Local #149 Sick Day Committee chair is responsible for informing donors in the event that donations are directed to a desired recipient.

6. Donated sick days will be transferred to the recipient at a rate of two (2) OAPSE #149 member donated sick days to one (1) recipient received sick day. For part-time employees, donated sick days shall be converted to hours based upon the length of that employee's workday at the time of transfer and the 1:1 ratio shall be maintained. All sick days transferred will remain the recipients. At no point can transferred sick days be converted for payment. Any days not used by the recipient shall be forfeited at the end of the school year in which they were donated, and shall not be returned to the donor under any circumstances. Under no circumstances shall any employee receive payment or any form of compensation in exchange for accrued and unused sick days transferred through the SDTP.

7. A recipient may receive a total of no more than fifty (50) donated sick days through the SDTP during any consecutive two-school-year period of time. A "day" for part-time employees is reduced based on their regular daily hours. In other words, part-time employees are not eligible for more time beyond their regular number of hours worked per day.

8. The total of an employee's sick leave donations to all recipients may not exceed ten (10) donated days per school year. Only employees with an accumulated sick leave balance of twenty (20) or more days may donate more than one day per school year. Employees with fewer than ten (10) sick days may not donate at all.

C. The donation of sick leave days by one employee to another is a charitable act to be undertaken at the sole discretion of the donor. No employee has a right to expect to receive donated days, and no undue pressure on employees to donate sick days to another employee will be allowed. Solicitation of sick days should be undertaken by a member of the OAPSE Local #149, not by the intended recipient. OAPSE Local #149 will manage the donation process.

D. The sick day donation process is a discretionary service; any Member's refusal to donate will not be subject to disciplinary action of any kind. In addition, the sick day donation process shall be conducted in a fair and impartial manner and in accordance with the Board's policy against discrimination.

E. The SDTP process, including but not limited to eligibility determinations, allocation of days and all other aspects set forth above or otherwise related, shall not be subject to the parties' grievance procedure or otherwise challenged. If any dispute arises, OAPSE Local #149 and the administration will meet to discuss such concerns and attempt to reach a resolution.

ARTICLE XXIII. GROUP INSURANCE

A. The Board has the right to select carrier or self-insure health care coverage, with a PPO that includes the following coverage:

1. The Board will provide medical coverage with a $250 deductible per family member to a maximum of $500 deductible per family and a 90%/10% copayment with a maximum out of pocket of $500 for single coverage and $1000 for family coverage when in network and with a $500 deductible per family member to a maximum of $1000 per family and 70%/30% copayment with a maximum out of pocket of $1000 for single coverage and $2000 for family coverage when out of network. The coverage shall have an unlimited lifetime limit. There will be an office visit co-pay of $20 and an emergency room co-pay of $100;

2. Prior to solicitation of bids for possible change of carrier, OAPSE will be notified and given an opportunity to discuss standard and bid specifications, as well as the financial strength and capabilities of carriers given the opportunity to bid;

3. The Board will not initiate any change in carrier more than once per calendar year.

Employees will contribute fourteen percent (14%) of the monthly funding rate for individual or family coverage. The Board will notify the Association of any funding rate adjustment within two weeks after the Board determines any funding rate adjustment. The Board will provide the Association with the actuarial report regarding any funding rate adjustment. The out-of-pocket maximum for prescription drugs will be in accordance with the allowable maximum under the Affordable Care Act.

For the July 1, 2027 through June 30, 2028 contract year, there will be an insurance re-opener.

B. Prescription Drug

Prescription drug coverage, including oral contraceptives, with a Seven Dollar ($7.00) co-pay feature for generic drugs, Twenty-Five Dollar ($25.00) co-pay for preferred name brand drugs, and Fifty Dollars ($50.00) co-pay for non-preferred drugs will be provided for all employees by the Board at Board expense. Mail orders will have a Seventeen Dollars and Fifty Cent ($17.50) co-pay for generic, Sixty-Two Dollars and Fifty Cent ($62.50) co-pay for preferred name brand, and a One Hundred Twenty-Five Dollar ($125.00) co-pay for non-preferred drugs. Retail drugs will be limited to a thirty (30) day supply and mail order to a ninety (90) day supply.

Determinations regarding whether a drug falls within the classification of generic, preferred name brand, non-preferred or excluded will be according to the Pharmacy Benefits Manager's (PBM) preferred drug formulary. Compound medications are covered by the plan if determined to be medically necessary. Specialty drugs will be dispensed via the PBM's Exclusive Specialty Pharmacy.

Employees will contribute fourteen percent (14%) of the monthly funding rate for individual or family coverage. The Board will notify the Association of any funding rate adjustment within two weeks after the Board determines any funding rate adjustment. The Board will provide the Association with the actuarial report regarding any funding rate adjustment. The out-of-pocket maximum for prescription drugs will be in accordance with the allowable maximum under the Affordable Care Act.

For the July 1, 2027 through June 30, 2028 contract year, there will be an insurance re-opener.

C. Life Insurance

Term life insurance coverage will be provided at Board expense as follows:

Full-time employees will receive a $50,000 policy with dismemberment coverage and double indemnity death benefit in the event of accidental death.

Permanent part-time employees will receive a $50,000 policy with dismemberment coverage and double indemnity death benefit in the event of accidental death, but the Board will pay only the percent of premiums which corresponds to the employee's regular work assignment. The employee will pay the remaining premium through payroll deduction.

Enrollment in the life insurance program is the responsibility of each employee interested in receiving life insurance coverage. Such employees must submit a completed enrollment form to the payroll clerk in order to enroll in the life insurance program.

D. Dental Plan

Calendar Year Maximum	Co-Insurance Features: Preventative	General	Restorative	Orthodontia	Deductible Applied: Preventative	General	Restorative	Orthodontia
$1,500	100% pd. by carrier 0% by employee	85% pd. by carrier 15% by employee	80% pd. by carrier 20% by employee	50% pd. by carrier 50% by employee	None	None	$50.	$50.

Note: There is a $1,500 lifetime limit per person for orthodontia coverage.

The Board may offer a dental network option, providing employees the option to choose network or non-network providers.

Employees will contribute fourteen percent (14%) of monthly funding rate for individual or family coverage.

For the July 1, 2027 through June 30, 2028 contract year, there will be an insurance re-opener.

The Board will notify the Union of any funding rate adjustment within two weeks after the Board determines any funding rate adjustment. The Board will provide the Union with the actuarial report regarding any funding rate adjustments.

E. Premium Payments

If an employee with at least three years of service in the employ of the Shaker Heights Board of Education should exhaust the employee's sick leave within the time specifications of this contract and is granted a leave of absence by the Board, the Board shall continue to pay the employee's premiums in accordance with the employee's work assignment for the following fringe benefits for a period not to exceed twelve (12) months. The payment of such premiums will cease on the effective date an employee retires, resigns, goes on disability retirement or the employee's contract is terminated.

1. PPO medical coverage

2. Prescription drug coverage

3. Life Insurance

4. Dental coverage

F. Part-Time Prorate

Permanent part-time employees will have the same coverage as full-time employees but at cost prorated in accordance with work assignment.

G. Spousal Employment

If both spouses are employed by the Board, they may enroll in either the same family plan or two single plans for each medical insurance coverage listed above.

H. 125 Plan

The Board will maintain a Section 125 plan for premiums only in addition to a flexible account that includes eligible medical expenses and dependent care expenses with participating employees paying whatever the administrative charge is to run the 125 Plan.

I. Spousal Coverage

If an employee's spouse is eligible to participate, as a current employee or in their current enterprise or retiree, in group health insurance and/or prescription drug insurance sponsored by the spouse's employer, enterprise or any public or private retirement plan, the spouse must enroll in such group insurance coverage.

The requirement does not apply to any spouse who works less than 30 hours per week and is required to pay more than fifty percent (50%) of the single premium to participate in the employer's group health insurance coverage and/or prescription drug insurance coverage.

Upon the spouse's enrollment in such group insurance coverage, that coverage will become the primary payor of benefits and the coverage sponsored by the Board will become the secondary payor of benefits except when contrary to law.

Any spouse who fails to enroll in any group insurance coverage sponsored by the spouse's employer, enterprise or any public or private retirement plan, as required by this Agreement, shall be ineligible for benefits under the group insurance coverage sponsored by the Board.

Every employee whose spouse participates in the Board's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board, upon request, a written certification verifying whether the employee's spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer, enterprise or public or private 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 coverage sponsored by the Board. Additional documentation may be required.

An employee who submits false information or fails to timely advise the Board of a change in the spouse's eligibility for employer, enterprise or retirement plan sponsored group health

insurance and prescription drug insurance and such false information, or such failure results in the Board providing benefits to which the spouse is not entitled, the employee will be personally liable to the Board for reimbursement of benefits and expenses incurred by the Board. Any amount to be reimbursed by the employee may be by direct payment by the employee or, if not, shall be deducted through payroll deduction.

ARTICLE XXIV. WAGES AND INDEX

A. Employees shall be compensated at the hourly rate shown in Paragraph B according to their step and class based upon the length of contract and hours of work per day. Effective July 1, 2025 employees shall receive a two percent (2%) base salary increase. Effective July 1, 2026 employees shall receive a two percent (2%) base salary increase.

For the July 1, 2027 through June 30, 2028 contract year, there will be a wage re-opener.

B. The Salary Schedule effective July 1, 2025 through June 30, 2028 is below:

		2.00%		2.00%	
		Eff. July 1, 2025		Eff. July 1, 2026	
Step	Index	Class I	Class II	Class I	Class II
1	1.00	$ 18.07	$ 16.71	$ 18.44	$ 17.04
2	1.05	$ 18.98	$ 17.54	$ 19.36	$ 17.89
3	1.10	$ 19.88	$ 18.38	$ 20.28	$ 18.75
4	1.15	$ 20.79	$ 19.21	$ 21.20	$ 19.60
5	1.20	$ 21.69	$ 20.05	$ 22.12	$ 20.45
6	1.25	$ 22.59	$ 20.88	$ 23.04	$ 21.30
7	1.30	$ 23.50	$ 21.72	$ 23.97	$ 22.15
8	1.35	$ 24.40	$ 22.56	$ 24.89	$ 23.01
9	1.40	$ 25.30	$ 23.39	$ 25.81	$ 23.86
10	1.45	$ 26.21	$ 24.23	$ 26.73	$ 24.71
11	1.50	$ 27.11	$ 25.06	$ 27.65	$ 25.56
12	1.55	$ 28.02	$ 25.90	$ 28.58	$ 26.41
13	1.60	$ 28.92	$ 26.73	$ 29.50	$ 27.27
14	1.60	$ 28.92	$ 26.73	$ 29.50	$ 27.27
15	1.60	$ 28.92	$ 26.73	$ 29.50	$ 27.27
16	1.65	$ 29.82	$ 27.57	$ 30.42	$ 28.12
17	1.65	$ 29.82	$ 27.57	$ 30.42	$ 28.12
18	1.70	$ 30.73	$ 28.40	$ 31.34	$ 28.97
19	1.70	$ 30.73	$ 28.40	$ 31.34	$ 28.97
20	1.75	$ 31.63	$ 29.24	$ 32.26	$ 29.82
21	1.75	$ 31.63	$ 29.24	$ 32.26	$ 29.82
22	1.75	$ 31.63	$ 29.24	$ 32.26	$ 29.82
23	1.75	$ 31.63	$ 29.24	$ 32.26	$ 29.82
24	1.75	$ 31.63	$ 29.24	$ 32.26	$ 29.82
25	1.75	$ 31.63	$ 29.24	$ 32.26	$ 29.82
26	1.80	$ 32.53	$ 30.07	$ 33.18	$ 30.68

Class I = Admin. Assistant I/Admin. Secretary/Sr. Technician/Accounting Specialist
Class II = Admin. Assistant II/Secretary/Technician/Accounting Clerk

Employees who successfully complete fifty (50) hours of pre-approved professional development shall have their pay rate increased by twenty-five cents ($.25) per hour to a maximum of Two Dollars ($2.00) per hour. The pre-approval shall be by the Assistant Superintendent of Business Operations.

C. Any employee promoted to another position will be placed at the employee's current step of the salary schedule in the new column.

ARTICLE XXV. SERS PICK-UP

A. For purposes of this Article, total annual salary and salary per pay period for each member shall be the salary otherwise payable under this Agreement, as amended. The total annual salary and salary per pay period of each member shall be payable by the Board in two parts: (1) deferred salary and (2) cash salary. A member's deferred salary shall be equal to that percentage of said

member's total annual salary or salary per pay period which is required from time to time by the State Employment Retirement System ("SERS") to be paid as an employee contribution by said member and shall be paid by the Board to SERS on behalf of said member as a "pickup" of the SERS employee contribution otherwise payable by said member. A member's cash salary shall be equal to said member's total annual salary or salary per pay period less the amount, subject to applicable payroll deductions, to said member. The Board's total combined expenditures for members' total annual salaries otherwise payable under this Agreement, as amended, (including pickup amounts) and its employer contributions to SERS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

B. The Board shall fulfill its income tax reporting and withholding responsibilities for each employee in such manner as is required by applicable federal, state and local laws and regulations as they may exist at the time of such reporting and withholding, it being the Board's understanding that federal and Ohio income tax laws and regulations presently require it to report as an employee's gross income the employee's total annual salary less the amount of the pick-up while applicable municipal income tax laws require it to report as an employee's gross income the employee's total annual salary including the amount of the pick-up.

C. The pickup shall be included in the member's hourly rate for the purpose of computing hourly rate, overtime rate, for determining pay adjustments to be made due to absence, or for any other similar purpose.

D. Should the Internal Revenue Service determine that the deferred salary would be treated as current taxable income for federal income tax purposes, this section will be void and inoperable.

ARTICLE XXVI. EXPERIENCE AND INCREMENT CREDIT

New employees will receive increments based on the following:

First Date of Employment	Increment
Before January 1st	Full
January 1st and after	None

ARTICLE XXVII. PROFESSIONAL DEVELOPMENT

The Board and Union shall have a joint committee responsible for establishing recommendations for professional development procedures and guidelines.

ARTICLE XXVIII. RECLASSIFICATION

A bargaining unit member whose job duties and responsibilities have changed may request reclassification by submitting a written request to the Assistant Superintendent of Business Operations detailing the justification for such reclassification. Requests may be submitted annually by October 1 or by March 1. The Assistant Superintendent of Business Operations will review the request and meet with the Union President by November 15 or April 15 (based on March 1 request)

to discuss the request. The decision and the notification shall be made no later than January 1 or June 1 (based on March request) to the affected employee and Union President.

ARTICLE XXIX. TUITION FUND AND TUITION REIMBURSEMENT

The Board shall budget a special fund of Five Thousand Dollars ($5,000) per fiscal year for the purpose of assisting those bargaining unit member who take college courses as part of a degree program or for such other course or program approved by the Assistant Superintendent of Business Operations. The Board shall reimburse tuition cost up to One Hundred Fifty dollars ($150) per semester hour or the equivalent. To be eligible for reimbursement, employees must receive advance approval from the Assistant Superintendent of Business Operations and must receive a grade of "C" or better in the course. Reimbursement will be made no later than July 15 of the next fiscal year. If there are more applicants than the special fund for the fiscal year will support, the total amount will be prorated among all eligible applicants.

ARTICLE XXX. EDUCATIONAL STIPEND

Any employee who holds an Associate's Degree will receive a five-hundred-dollar ($500) annual stipend, any employee who holds a Bachelor's Degree will receive a seven hundred fifty-dollar ($750) stipend, and any employee who holds a Master's Degree will receive a one-thousand-dollar ($1,000) stipend. The stipends will be paid in twenty-four (24) equal installments with the employee's regular wages. To be eligible for this stipend, the employee must provide the Human Resources Department with an official copy of the transcript supporting the conferring of the Associate's, Bachelor's or Master's Degree. Payments will begin effective with the next full pay period following the employee's submission of the proper documentation.

ARTICLE XXXI. LEAVE OF ABSENCE

A. Leave of Absence

Upon the written request of a bargaining unit member, the Board shall grant an unpaid leave of absence for a period of not more than two (2) consecutive school years where illness or other disability is the reason for the request. An employee who fails to return to work at the conclusion of the granted leave shall be considered terminated.

B. Pregnancy Leave

An employee who is pregnant may take pregnancy leave up to twelve (12) weeks. The employee may use sick leave for the first eight (8) weeks immediately following the date of birth. Sick leave may be extended due to medical necessity. If a pregnant employee prefers not to use accumulated sick leave, or exhausts their accumulated sick leave credit, the employee may take all or part of the twelve (12) weeks without pay. During this period of leave, whether paid or unpaid, the Board shall continue to provide health insurance coverage to the same extent as provided prior to the parental leave.

C. Caregiver Leave

An employee who is pregnant, whose spouse or qualified domestic partner is pregnant, who is adopting a child, or who is responsible for care of a family member, may request and shall be granted a caregiver leave of absence without pay or benefits on the conditions set forth below:

1. A request for caregiver leave should be made sixty (60) calendar days prior to the anticipated commencement of the leave, if possible.

2. A meeting with the Assistant Superintendent of Business Operations will be arranged to discuss a mutually convenient separation date as well as the anticipated date of return to full-time employment.

3. The leave of absence shall be granted for up to one (1) year. Upon sixty (60) calendar days' notice to the Board, up to an additional one (1) year leave will be granted.

4. No more than one (1) spouse or qualified domestic partner employed by the District shall be entitled to a caregiver leave concurrently.

5. Failure of an employee on leave of absence to return a signed letter of intent to return to employment at least thirty (30) calendar days prior to the expiration of the leave shall be treated as a voluntary resignation.

6. Upon return, the employee shall be entitled to a position similar to that which was held prior to the leave, and at the employee's former salary and step.

7. Family member is defined as: spouse, qualified domestic partner, child, step-child, parent, step-parent, sibling, parent-in-law, grandparent or member of the immediate household.

D. Pregnancy and Delivery Support Leave and Adoptive Leave

An employee whose spouse or qualified domestic partner is pregnant or an employee who adopts a child may use available sick leave for up to two (2) weeks at the time of confinement and delivery or adoption. Support leave may be extended with unpaid leave to up to twelve (12) weeks (inclusive of the two (2) weeks of paid leave). During this period of leave, whether paid or unpaid, the Board shall continue to provide health insurance coverage to the same extent as provided prior to the leave.

E. Physical Injury Leave

1. An employee who has been physically assaulted in connection with the performance of an assignment of the Board, shall notify the employee's appropriate supervisor immediately and shall provide a written report of the incident within twenty-four (24) hours.

2. The employee shall be provided up to a maximum of sixty (60) workdays per year as assault leave for physical injury as a result of an assault as described in paragraph 1 above.

3. The employee shall not qualify for assault leave except upon submission of an application on a form to be furnished by the Board.

4. The employee shall furnish a certificate from the employee's physician stating the nature of the disability and its expected duration.

5. If an employee absence resulting from an assault is covered by workers' compensation, the Board shall provide the additional compensation necessary to provide the employee with the same income received at the time of the assault. In the event a delayed award by workers' compensation results in a total combined payment in an amount exceeding the employee's normal daily rate, the excess payment will be returned to the Board.

ARTICLE XXXII. FAMILY AND MEDICAL LEAVES OF ABSENCE

Employees shall have rights provided by the Family and Medical Leave Act ("FMLA"). Under FMLA, a unit member who has worked at least one thousand two hundred fifty (1,250) hours in the twelve (12) month period preceding the commencement of the leave is entitled to take up to twelve (12) weeks of unpaid leave between July 1 and June 30 of each year because of the birth of a child; the placement of an adoption or foster care child with the employee; for the care of a spouse, child, step-child, parent, or step-parent who has a serious health condition; or because of a personal serious health condition. During such leave, the unit member is entitled to the continuation of health benefits with the same level of Board contribution as otherwise exists. Leave taken pursuant to other provisions of this contract shall count toward the twelve (12) week FMLA entitlement. Thus, if the purpose of a leave qualifies for sick leave, the employee shall take sick leave; if the purpose of the leave qualifies for child care leave, then the employee shall take child care leave under this contract, provided that benefits for the first twelve (12) weeks of the child care leave shall be paid by the Board to the extent the Board otherwise would pay for such benefits. The time off on sick leave or child care leave shall count toward the employee's twelve (12) week FMLA entitlement; that is, the employee shall not be entitled to an additional twelve (12) weeks of FMLA leave after exhausting sick leave or child care leave. The unit member may request or the Board or administration shall designate leave as FMLA leave within forty-eight (48) hours of the commencement of the leave if the leave is to be counted toward the twelve (12) week FMLA entitlement.

ARTICLE XXXIII. HEALTH AND SAFETY

A. The Union and the Board recognize the need to maintain safe conditions throughout the School District. Employees have the responsibility to submit written statements advising their immediate supervisor(s) and the Union President of any perceived unsafe working condition(s).

B. The Superintendent or the Union President may request a meeting to deal with bargaining unit health and safety issues. Such meeting shall be held within five (5) workdays after the request.

C. The parties desire to first deal with safety complaints internally to attempt to correct any perceived unsafe working conditions. Accordingly, both the Union and the Board encourage bargaining unit members to follow the steps in Paragraph A above prior to filing any complaint with the Ohio Department of Industrial Relations.

D. Before exercising the right to refuse to work under Section 4167.06 of the Ohio Revised Code because of a condition which the employee acting in good faith reasonably believes presents an imminent danger of death or serious harm to the employee, the bargaining unit member shall immediately notify the employee's immediate supervisor or building principal of the condition. The employee may be temporarily reassigned while the condition is being investigated and/or corrected.

E. No bargaining unit member shall be in any way discriminated against as a result of reporting any condition perceived to be an unsafe working condition. An employee who wishes to assert a claim of discrimination as defined in Chapter 4167 of the Ohio Revised Code shall use the grievance procedure in this contract as the means for asserting such a claim.

ARTICLE XXXIV. JOB CLASSIFICATION DESCRIPTIONS

The Union shall be furnished with a job classification description for each job classification in the bargaining unit.

Whenever job classification descriptions are updated or altered, the OAPSE President or representative shall be notified of such changes and the effective dates. The OAPSE President or representative will have the opportunity to discuss revisions to job classification descriptions prior to those revisions taking effect.

Each bargaining unit job classification description shall be on file in the Human Resources Department and available on request.

ARTICLE XXXV. INVOLUNTARY TRANSFERS

Should an employee be involuntarily transferred or reassigned on a permanent basis, the Assistant Superintendent of Business Operations shall meet with the employee and the Union to discuss the reasons for the transfer or reassignment and to consider any unreasonable hardships that may be incurred as a result of the transfer or reassignment prior to its implementation. No loss of pay or hours shall result from any such transfer or reassignment.

ARTICLE XXXVI. LABOR/MANAGEMENT COMMITTEE

There shall be a Labor/Management Committee established to meet quarterly to discuss matters other than individual grievances. Proposed agenda items must be exchanged at least three (3) workdays prior to any scheduled meeting. No more than two (2) representatives, each from the local union and Board shall be permitted to attend unless otherwise mutually agreed by the parties.

ARTICLE XXXVII. SAVINGS CLAUSE

Except to the extent permitted by Section 4117.10 of the Ohio Revised Code, any provision of this Agreement which is contrary to the laws of the United States or the State of Ohio or contrary to the Constitution of the United States or the State of Ohio shall be considered null and void, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXXVIII. ENTIRE AGREEMENT

This Agreement supersedes and cancels all previous contracts, agreements and past practices between the Board and the Union and constitutes the entire agreement between the parties. To the extent permissible by law, it is the intent of the parties that the terms of this collective bargaining agreement supersede and prevail over all provisions of the civil service laws and all conflicting provisions of the Ohio Revised Code. This Agreement represents a completion of negotiations on all bargainable issues for the duration of the Agreement.

ARTICLE XXXIX. DURATION

Except as otherwise expressly provided herein, this Agreement shall be effective from July 1, 2025, and shall remain in full force and effect through midnight, June 30, 2028.

Signed this _____ day of _____, 2025 in Shaker Heights, Ohio.

For: Ohio Association of Public School Employees, Local #149

Julie Vargo, President

Gabrielle Perrin, Vice President

Tania Zucca, Treasurer

Tammy Bell, Secretary

Susan Atchison, Steward

Teanna Weeks, Steward

Taylor Schnellinger, Esq.,
OAPSE Representative

For: Shaker Heights City School District Board of Education

Lora Cover, Board President

Dr. David Glasner, Superintendent

Donté Hayes, Treasurer

Jeffrey Grosse, Assistant Superintendent of Business Operations

Dr. Tiffany M. Joseph, Director of Human Resources

John Rizzo,
Executive Director of Technology

APPENDIX A

Grievance Mediation Services

Below are guidelines for the use of grievance mediation services in resolving disputes.

1. Use of Free Services
   Whenever available and appropriate, the parties agree to utilize free mediation or dispute resolution services, such as those offered by the State Employee Relations Board (SERB), Federal Mediation and Conciliation Service (FMCS) or any comparable state or federal agency.

2. Use of Paid Services
   If the parties mutually agree to retain a paid third-party mediator or dispute resolution service, the costs and fees associated with such services shall be shared equally between the Union and the Employer.

3. Mutual Agreement on Selection
   The selection of the third-party neutral shall be by mutual agreement of the Union and the Employer. No third-party mediator shall be engaged without the express written consent of both parties.

APPENDIX B

Impasse Procedures

If the Union and Employer are unable to reach an agreement per the procedures of the negotiated agreement, and an impasse is declared, the parties agree to the following as a means to select a third-party mediator.

1. Whenever available and appropriate, the parties agree to utilize free mediation or dispute resolution services, such as those offered by the State Employee Relations Board (SERB), Federal Mediation and Conciliation Service (FMCS) or any comparable state or federal agency.

2. Use of Paid Services
   If the parties mutually agree to retain a paid third-party mediator or dispute resolution service, the costs and fees associated with such services shall be shared equally between the Union and the Employer.

3. Mutual Agreement on Selection
   The selection of the third-party neutral shall be by mutual agreement of the Union and the Employer. No third-party mediator shall be engaged without the express written consent of both parties.

4. Failure of Resolution
   If the parties cannot obtain a free third-party mediator and cannot agree to the use of a paid service. Upon impasse, either party may choose from the following final resolution options:

   a. The Union may initiate a strike, subject to all applicable legal notice and procedural requirements; or

   b. The Employer may implement its last best offer, consistent with applicable labor laws and regulations.

5. No Waiver of Rights
   This clause does not waive any legal rights or remedies available to either party under local, state, or federal law.

APPENDIX C

Arbitrator Selection Process

The following defines the process for selecting an arbitrator in the event of a grievance proceeding to arbitration.

1. Source of Arbitrators

The parties agree to jointly request a list of arbitrators from:

- The Federal Mediation and Conciliation Service (FMCS),
- The American Arbitration Association (AAA), or
- Agreed to list of arbitrators selected by the parties, or
- Another mutually agreed-upon source.

OAPSE 149 Temporary Assignment Form

Per Article IX. Hours of Work and Overtime of the OAPSE 149 Bargaining Agreement:

The form must be reviewed and approved before the commencement of the assignment.

_____

Employee Name: _____
Date of Temporary Assignment: _____
What is the work that will be performed? _____
_____
_____
_____
_____
_____
_____

Who is this individual temporarily replacing?

_____

Employee's Name: _____

Signature: _____

Date: _____

Building Administrator/Supervisor's Name: _____

Signature:_____

Date: _____

_____

Human Resources
Approved
Denied

Signature:_____

Date: _____

Please submit this form to Human Resources, Emily Rucker, HR Specialist

SHAKER HEIGHTS CITY SCHOOL DISTRICT

Grievance Report Form I

Grievance No._____ Distribution of Form STEP I

1. Superintendent or Designee
2. Principal or Supervisor
3. Union Representative
4. Employee

GRIEVANCE REPORT - STEP I

Submit three copies to union representative.

_____

Building Assignment Name of grievant Date filed

A. Date cause of grievance occurred _____

B. Statement of Grievance:

_____

_____

_____

_____

_____

_____

Relief sought:

_____

_____

_____ _____

Date Signature of grievant

_____ _____

Date Signature of union representative

C. Disposition by supervisor

_____

_____

_____

_____

_____

_____ _____

Date Signature of supervisor

If any space provided is insufficient, addenda may be affixed to this report. Grievance number, date and signature should be placed on any addenda.

SHAKER HEIGHTS CITY SCHOOL DISTRICT

Grievance Report Form II

Grievance No._____ Distribution of Form STEP II

1. Superintendent or Designee
2. Principal or Supervisor
3. Union Representative
4. Employee

GRIEVANCE REPORT - STEP II

Submit three copies to union representative.

_____

Building Assignment Name of grievant Date filed

A. Position of grievant and/or union

_____
_____
_____
_____
_____
_____

_____ _____

Date Signature of grievant

_____ _____

Date Signature of union representative

B. Date received by superintendent or designee _____

2. Disposition by Superintendent or designee

_____
_____
_____
_____
_____
_____

_____ _____

Date Signature of superintendent or designee

If any space provided is insufficient, addenda may be affixed to this report. Grievance number, date and signature should be placed on any addenda.

SHAKER HEIGHTS CITY SCHOOL DISTRICT

Grievance Report Form III

Grievance No._____ Distribution of Form STEP III

1. Superintendent or Designee
2. Principal or Supervisor
3. Union Representative
4. Employee

GRIEVANCE REPORT - STEP III – REQUEST FOR ARBITRATION

Submit three copies to union representative.

_____

Building Assignment Name of grievant Date filed

A. Position of grievant and/or union if the union is in non-concurrence.

_____
_____
_____
_____
_____
_____
_____
_____
_____

_____ _____

Date Signature of grievant

_____ _____

Date Signature of union representative

If any space provided is insufficient, addenda may be affixed to this report. Grievance number, date and signature should be placed on any addend