AGREEMENT

BETWEEN

THE BOARD OF EDUCATION

OF THE

SHAKER HEIGHTS CITY SCHOOL DISTRICT

AND

NATIONAL CONFERENCE OF FIREMEN AND OILERS, LOCAL 200, SEIU, AFL-CIO, CLC

EFFECTIVE

July 1, 2025 THROUGH JUNE 30, 2028

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CONTRACT

This Contract is made by and between the Board of Education of the Shaker Heights City School District, hereinafter referred to as the "Board," and the National Conference of Firemen and Oilers, Local 200, SEIU, AFL-CIO, CLC, hereinafter referred to as the "Union." The term "employee" or "employees" used herein refers to all employees in the bargaining unit.

ARTICLE I - RECOGNITION

1.01 The Board recognizes the Union as the sole and exclusive representative for all regular, non-supervisory employees employed in the public schools of the Shaker Heights City School District in the job classifications listed in Appendix A of this Agreement for the purposes of negotiating wages, benefits and other terms and conditions of employment.

ARTICLE II - NEGOTIATIONS PROCEDURE

2.01 Negotiations for any successor agreement may not be opened more than ninety (90) days prior to the expiration of this Agreement.

2.02 If, within forty-five (45) days after the first negotiations meeting, the parties have not reached an agreement, either party may request the assistance of a mediator from Federal Mediation and Conciliation Service.

2.03 The procedure set forth in 2.02 is intended to be an alternative dispute resolution procedure to the statutory procedure set forth in Chapter 4117 of the Ohio Revised Code. Mediation constitutes the parties mutually agreed upon final and exclusive dispute settlement procedure and shall operate in lieu of any and all of the settlement procedures set forth in Section 4117.14. This Article does not diminish or preclude the legal right to strike provided the procedures herein have been followed, mediation has been attempted for at least fourteen (14) calendar days, the collective bargaining agreement has expired, and the Union has given the Board and SERB a ten-day prior written notice of an intent to strike.

ARTICLE III - BOARD'S RIGHTS

3.01 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, the tools, equipment and machinery used in such performance, the manner of handling and storing equipment, to maintain order, safety and efficiency in its operations, to hire, lay-off, assign, transfer and promote employees, to schedule hours to be worked, including starting and quitting times, to schedule overtime hours, 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 other specific provisions of this Agreement.

ARTICLE IV - PAYROLL DEDUCTIONS FOR DUES

4.01 The Board shall deduct the periodic dues of Union members.

4.02 All employees who are covered by this Agreement and who are members of the Union who do not wish to remain a member of the Union may revoke their membership in the Union by completing and submitting a Union Withdrawal Card to the Union by the U.S. postal service postmarked between December 1 and December 14. The Union's Constitution and Bylaws govern the employee's membership in the Union and the withdrawal procedure. If an individual who wishes to revoke his or her membership notifies management, management will direct the individual to the Union.

4.03 The Union agrees to hold the Board harmless in any suit, claim or administrative proceeding arising out of or connected with the imposition, determination or collection of service fees for dues, to indemnify the Board for any liability imposed on it as a result of any such suit, claim or administrative proceeding, 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 members, the Treasurer, Superintendent, Assistant Superintendent - Business and Operations or Designee, and all members of the administrative staff.

ARTICLE V - UNION REPRESENTATION

5.01 Employees selected by the Union to act as union representatives for the purpose of processing grievances under the grievance procedure will be known as stewards.

5.02 Released time for Union officials to conduct Union business may only occur when authorized in advance by the Assistant Superintendent - Business and Operations or Designee, (as used in this Contract, Assistant Superintendent - Business and Operations or Designee shall mean the head of the business office or his designee), which authorization will not be unreasonably withheld.

5.03 The steward or other union representative may request access through an appropriate supervisor or official to review the documents, files and other records necessary for processing a grievance or determining if a grievance exists and such request will not be unreasonably withheld.

ARTICLE VI - APPOINTMENT CONDITIONS

6.01 The first ninety (90) work days of employment shall be considered probationary and during this period the probationary employee may be laid off or discharged at the discretion of the Board or designated representative. Probationary employees will have no rights under the collective bargaining agreement, except as expressly provided to the contrary in

this Agreement. The probationary period may be extended by up to an additional ninety (90) days by the Board.

6.02 At the expiration of the probationary period, if retained, the employee shall receive a one year limited contract. The decision not to retain an employee is not considered a disciplinary action under this Agreement. If retained at the expiration of the one year contract, the employee shall be employed until loss of seniority as set forth in Section 6.04 below. If the employee is continued in the employment of the school system beyond the probationary period, the employee shall acquire the status of a regular employee and seniority shall be established from the first day worked as a probationary employee. (The above does not include anyone hired to do a specific job that cannot be done by regular employees.)

6.03 No student working for the school system can acquire seniority under any circumstances.

6.04 An employee shall lose seniority for the following reasons:

a. Resignation from the Shaker school system;

b. Non-retention at the expiration of the employee's one year contract;

c. Discharge for cause from the Shaker school system; or

d. Layoff with no recall during the employee's recall period.

6.05 Any employee returning from Selective Service in the Armed Forces of our country within ninety (90) calendar days of discharge date shall be granted the privilege of exercising the employee's seniority, including accumulated seniority. Accumulated seniority shall not exceed four years of credit for military service.

6.06 Medical examinations may be required.

ARTICLE VII - GENERAL PROVISIONS

7.01 Any employee covered by this Agreement who is temporarily assigned by the Assistant Superintendent - Business and Operations or Designee to a higher classification, carrying a higher maximum pay, shall receive a temporary pay increase of One Dollar ($1.00) per hour. The adjustment shall occur starting with the first working day and continuing until the employee is relieved of that assignment.

7.02 An employee who is promoted into a higher classification shall be placed by the Assistant Superintendent - Business and Operations or Designee on a salary step in the higher classification which will guarantee the employee a minimum of a fifty cents ($.50) per hour raise, except that the employee may not be placed at a step on the schedule that is higher than the step the employee holds in the lower classification.

7.03 Board-directed workshops for in-service will be mandatory unless absent from duty or released by the Assistant Superintendent - Business and Operations or Designee. The in-service shall either be held during work hours or if outside of work hours or scheduled work days will be paid time for attendance. When the in-service is outside of scheduled work hours, notice shall be posted at least thirty (30) calendar days in advance. The Assistant Superintendent - Business and Operations or Designee will arrange in-service programs for employees in each of the departments.

7.04 Work in restrooms by employees shall be prohibited while the restroom is open for use.

7.05 a. Each employee shall be responsible only for those duties assigned to the employee by the employee's immediate supervisor. Any person who wishes to change the duties of said employee shall do so only through the employee's immediate supervisor, except in case of an emergency. The Union agrees that no employee shall be permitted to file a grievance concerning this section if the employee attempts to solicit an assignment from other than the employee's immediate supervisor.

b. The Assistant Superintendent - Business and Operations or Designee shall post a list of employees' supervisor(s) at the beginning of each school year or when a change in supervisor(s) occurs.

c. The Union President shall provide the Assistant Superintendent - Business and Operations or Designee with a list of all Union officers and stewards at the beginning of the school year or whenever a change in Union officers or stewards occurs.

7.06 Employees shall not be required to start or move cars which are the property of fellow employees and are not the property of the Board.

7.07 The Board agrees to make all reasonable provisions for the safety and health of its employees during the hours of their employment. Those conditions or items deemed unsafe or unhealthful shall be corrected as soon as possible after having been reported to the immediate supervisor.

The Safety Committee shall meet no less than once each semester and once during the summer, unless otherwise agreed by the parties. Each side shall have two representatives, unless otherwise agreed by the parties. No matter shall be considered by the Committee unless it was first raised with the immediate supervisor and remained unresolved. Issues which may reasonably be anticipated to be discussed shall be exchanged in advance of the meeting with the details of any safety or health concern set forth in writing. Minutes shall be kept to reflect the topics discussed and the results of those discussions.

No employee shall be required while alone at a work site to do work which requires the use of an extension ladder, window jack or window belt.

No employee shall be required to work for an extensive, uninterrupted period of time in work which requires the employee to use a ladder while alone at a work site. This paragraph shall only apply when such work requires the employee to work at a height of twelve (12) feet above the foot of the ladder.

Employees will be trained in lifting techniques and in team lifting.

7.08 No employee shall be required to perform a duty that is in violation of any applicable state law, city ordinance, rule or regulation issued by federal, state or local regulatory agency, board or commission.

7.09 The Board will advise Union officials when jobs are to be studied or when changes in work schedules are to be made.

7.10 Employees, except bus drivers, are not to assume the right to supervise students at any time. No employee, except bus drivers, should ever touch a child, except as a possible step in preventing an accident or some other similar extreme situation requiring immediate on-the-spot action.

7.11 The Board agrees to furnish rain gear on an as needed basis. This work gear shall be available at the building where the employee reports for duty each day. The said work gear shall be charged out to each employee who shall be responsible for replacing same if lost through negligence of the employee. Work gear shall remain on school district premises when not in use by the employee on the employee's assigned duties. Additionally, leather palm work gloves shall be provided for the grounds crew and truck drivers on an as needed basis.

7.12 The classification of "Journeyman" represents a skilled trades classification achieved upon completion of an apprenticeship. It does not include custodial positions.

7.13 Unless there is mutual agreement, any employee who is temporarily scheduled to start work before the employee's normal shift time shall not have the employee's scheduled ending time changed to an earlier one. Unless there is mutual agreement, any employee who is temporarily scheduled to continue work after the employee's normal shift time shall not have the employee's scheduled starting time changed to a later one.

7.14 The Board will provide employees other than garage mechanics with five uniforms which the employees shall be responsible for cleaning. Garage mechanics will be provided with eleven (11) uniforms, which the Board shall be responsible for cleaning. Employees are expected to wear uniforms during the performance of services. A uniform will only be replaced when the old one is returned to the Board.

7.15 When the Board determines additional help is necessary on a temporary basis, temporary workers may be employed. The Board will notify the Union when a temporary worker is assigned, and will update the notification on a monthly basis. The notification will include the temporary worker's name and job classification. Temporary workers may not work overtime, unless the work is first offered to bargaining unit members. When a temporary worker

is employed in the same bargaining unit position for six (6) consecutive 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 - Business and Operations or Designee may meet with the Union's representative to discuss the feasibility of not posting the position. Absent an agreement with the Union, the Board may not extend a temporary position beyond six (6) months.

7.16 Any changes to proration or lack thereof for ten month employees may only be changed if the Board, the Union and a majority of the affected employees in the Department agree.

7.17 Where possible, the Assistant Superintendent - Business and Operations or Designee will give thirty (30) calendar days advance notice to the Union President of new procedures or changes to existing procedures as they are applied to the bargaining unit.

7.18 The Assistant Superintendent - Business and Operations or Designee will advise employees in each department as to who is available as the supervisor for days or times when the regular supervisor is absent.

7.19 The results of medical examinations are confidential and will not be released to anyone other than the employee's private physician, the employee or an appropriate administrative official of the School District. The employee will be notified as to the name of the administrative official and the date of release of the medical information. Nothing in this section will prevent the Board from having secretarial or clerical employees file such reports or complete any necessary input required by the State of Ohio for reporting purposes.

ARTICLE VIII - BUS DRIVERS

8.01 In making work assignments, senior drivers shall have preference on all bus driving assignments before being assigned other duties between or after runs. When drivers are not needed on regular routes or field trips, they shall be assigned other duties by the Assistant Superintendent - Business and Operations or Designee.

8.02 An employee, in the Transportation Department, who bids out of the Department shall not be assigned or used as a Bus Driver, until the bus driver list is exhausted.

8.03 New bus drivers may be employed on a part-time basis if the work station to be filled requires only morning and afternoon bus runs. Part-time bus drivers shall receive a minimum of two and one-half (2 1/2) hours pay for each morning and afternoon run. The hourly rate of pay shall be the same as full-time bus drivers at each experience level.

8.04 Bus drivers assigned to and making a trip starting on or after 6:00 p.m. shall be paid at the appropriate rate for such field trip but shall be guaranteed a minimum consistent with the call-out provision in Section 13.01. In the event a trip or activity is cancelled after the employee reports for the trip, the compensation shall be covered by the call-out provisions.

8.05 A driver will not be required to clock out between the end of the afternoon run and the start of a regularly scheduled late run.

8.06 a. School bus routes shall be bid annually by seniority. There will be a minimum of two regular daily routes (which may include the crew team run) which will comprise 8 hours/day or 40 hours/week that will be bid based on seniority. Routes will be posted not earlier than July, and assignments will be completed by not later than one week in advance of the first student day for Shaker students. Vacancies existing as a result of resignations or transfers after school opens shall not be subject to the bidding procedure, but these openings shall be filled at the discretion of the Assistant Superintendent - Business and Operations or Designee for the balance of the school year. Bids are on the daily assigned routes. Buses shall be as assigned by the Assistant Superintendent - Business and Operations or Designee.

b. The bid sheets shall designate the anticipated routes with a map or diagram of the routes, the anticipated starting time of the routes and any other information available on the routes at the time of the posting.

c. Drivers are to report fifteen (15) minutes prior to the scheduled start of their regularly scheduled route for purposes of pre-trip inspection, bus cleaning and any other necessary pre-trip functions.

d. The extra late runs for the academic intervention program at Woodbury School will be posted and bid by seniority for each semester during the time period they operate. Drivers who do the Shaker Heights Middle School 4:45 p.m. late runs will not be eligible during that semester to do the Woodbury 5:30 p.m. academic intervention program. The successful bidders during the first semester will only be eligible to take the extra late run during the second semester if there are insufficient bidders to fill the Board's needs.

e. For purposes of insurance premiums under Section 24.06, the prorated premium charged to bus drivers will be based on their regular daily assigned route under this Section 8.06.

8.07 The Board shall furnish a bus driver a copy of any written follow-up report whenever a bus conduct report is submitted by the driver.

8.08 a. Field trips scheduled outside the regular working hours shall be stamped upon receipt by the Transportation Department and, whenever possible, a list of the available field trips scheduled for the following week will be available for drivers to pick up by four p.m. on Monday. Drivers will have the opportunity to select desired trips on a seniority rotation starting with the first person on the rotation list after the last person who had an opportunity to take a field trip. The procedures for selection and rules and regulations governing field trips not otherwise described in this Agreement shall be established by the Transportation Supervisor in consultation with the drivers. All trips that are scheduled after the trips for the week have been assigned will be offered in rotation based upon the date and time they are time-stamped, starting with the first person on the rotation list after the last person who had an opportunity to take

a field trip. Drivers will not be eligible to take field trips that interfere with their regularly scheduled route. Bus drivers shall be furnished a map or directions when assigned to a field trip.

b. In addition to field trips, extra late runs shall be included with the field trips for selection through seniority based rotation under Section 8.06 a.

c. During their probationary period, drivers will not be eligible to bid on field trips.

8.09 All summer school bus driving assignments shall be offered on the basis of seniority.

8.10 The Board shall pay the cost of the annual school bus drivers physical for all full-time and regular part-time drivers. The Board-designated physician shall be used.

8.11 Employees shall be provided boots and wet gear (i.e., rubber jackets and rubber pants) necessary when assigned to wash Board vehicles.

8.12 The Board shall reimburse current drivers for the pre-service recertification classes (following twelve (12) months of service from date of recertification) and shall pay a driver's regular wages for the time spent in classes and testing leading to recertification, up to eleven (11) hours. To the extent practicable, recertification classes and testing will be scheduled during non-student days in the school calendar.

ARTICLE IX - CUSTODIANS

9.01 Employees assigned boiler room responsibility because of licensing requirements shall not be assigned contrary to provisions of law, city ordinance or state regulations to work away from the boiler room while the boiler is being operated and the building is occupied.

9.02 A replacement shall be furnished for a Day Head Custodian or Assistant Head Custodian who is absent from work.

If the District does not assign another Day Head Custodian to cover the absence, such replacement shall be accomplished by using any of the following employees listed:

Assistant Head Custodian at the building;
Licensed personnel at the building; or
Custodial personnel at the building.

9.03 In the event an activity such as Open House, athletic contests, school plays, community activities, etc., which is expected to bring adults or children into a building on a Saturday, Sunday or holiday, the presence of a Head Custodian or an Assistant Head Custodian shall be provided, if a regularly scheduled custodial or maintenance employee is not on duty at the building during the hours of the activity.

9.04 To the extent the District determines it will have additional personnel on the day shift during the summer and vacation breaks, custodians from the second shift will have the opportunity to go on the day shift on the basis of seniority. Assistant Head Custodians will be subject to the assignment determined most appropriate by the District.

9.05 Custodians with a license and firemen shall be required to have a boiler operator's license from the State of Ohio Head custodians or assistant head custodians must either hold a boiler operator's license from the State of Ohio or be eligible to sit for the test and obtain the license within six months after being awarded the position If an employee is awarded a head custodian or assistant head custodian position without a license, the employee's former position will be treated as a temporary vacancy until the license is obtained or for six months, whichever is less. If the employee fails to obtain the license within the required six month period, the employee will then be returned to his/her former position.

ARTICLE X - TRANSFERS

10.01 Transfers between buildings shall not be arbitrary.

10.02 Any employee transferred for unjust cause may appeal the transfer through the Grievance Procedure.

10.03 Prior to any proposed involuntary transfer, the supervisor will meet with the affected employee to discuss the proposed transfer.

ARTICLE XI - FILLING OF VACANCIES - JOB POSTING

11.01 When a job vacancy occurs, before the Board fills the vacancy, the job vacancy will be posted at each building for a period of seven (7) calendar days listing the building, pay classification, shift hours and anticipated starting date. The filling of such vacancies will be based upon seniority, qualifications of the person, job skills, physical capability to perform the job and prior performance within or outside the Shaker Schools.

Members of the bargaining unit shall be considered for such vacancies in addition to outside applicants. However, the final determination of the most qualified applicant rests with the administration. Bargaining unit members who meet the minimum qualifications for the position will have the opportunity to be interviewed. Interviewees who are members of the bargaining unit will be notified by the Assistant Superintendent - Business and Operations or Designee whether or not the interviewee was awarded the position. Additionally, the Assistant Superintendent - Business and Operations or Designee will advise the Union President of the candidate who has been selected for recommendation to the Board.

All vacancies should be filled within sixty (60) calendar days following the expiration of the posting. If not filled within sixty (60) calendar days, the Union President will be notified in writing.

When a vacancy occurs in a job classification from which an employee has been laid off and remains on the recall list, the bidding on such vacancy shall be limited to employees within that classification. Employees who have been laid off and are on the recall list will be eligible to bid on any vacancy that is posted. However, any such employee will only be eligible for recall from the list once there is a vacancy in a position for which the employee is qualified and for which there are no successful internal candidates.

11.02 The filling of vacancies in the bus driver classification shall not be governed by this Article but shall be governed by Article VIII.

11.03 After filling a vacancy in a higher classification, an employee will have up to a sixty (60) calendar day trial period, during which if an employee is unable to perform the work, the employee shall be returned to the employee's prior classification without loss of seniority or other benefits.

11.04 Actions under Article XII are subject to the Grievance and Arbitration Procedure.

ARTICLE XII - CALL-OUT

12.01 Any time an employee is required to return to work after the employee's regularly scheduled work hours, the employee shall be furnished with a minimum of two (2) hours of work at the appropriate rate of pay, but no less than time and one-half.

ARTICLE XIII - WORK WEEK AND OVERTIME

13.01 a. The normal starting times for custodial, grounds and maintenance workers shall be as follows:

First Shift from	6:00 a.m. to 9:00 a.m.
Second Shift from	2:00 p.m. to 5:00 p.m.
Third Shift from	10:00 p.m. to 1:00 a.m.

b. Exceptions to the starting times in paragraph (a) above shall be continued at the Swimming Pool Work Stations at Woodbury and Middle School and for the Head Garage Mechanic and Garage Mechanics.

c. Starting times shall be continued for all other bargaining unit employees.

d. Other locations may have different shift starting times if the Union and the Board agree to do so.

e. Once a shift starting time is established for a semester, it shall not be changed during the semester except if necessary because of unanticipated circumstances. Nothing in this Article prevents the Board from changing an employee's shift, provided at least a thirty day notice.

13.02 Any employee who is required to report to work early due to weather or other emergency conditions shall not involuntarily have the employee's scheduled work day reduced to compensate for reporting early.

13.03 When an employee is required to involuntarily work overtime, the employee shall be paid in accordance with the overtime provisions.

13.04 Any person employed in the District as of June 30, 2004 shall not be required to work Saturday or Sunday as part of their normal work week. The normal daily schedule shall be eight (8) hours on each of five (5) consecutive days in the normal work week. Employees whose normal work week includes Saturday or Sunday shall receive twenty-five cents ($.25) per hour in addition to their regular hourly rate for all hours worked on Saturday or Sunday.

13.05 Time and one-half shall be paid for all hours worked:

a) Over eight (8) hours in one day;
b) Over forty (40) hours in one calendar week;
c) On any holiday.

For purposes of this section pay for holidays shall be considered hours worked. For purposes of this section vacations shall be considered hours worked only in those instances when an employee is called in to work for emergency purposes or where an employee has not used more than two days of vacation during the work week.

13.06 Starting time shall be on the quarter hour, half hour or hour. Bus drivers shall be granted a minimum of ten (10) minutes and a maximum of twenty (20) minutes reporting time prior to their scheduled departure time on the first route.

13.07 Employees are expected to report to work regardless of whether classes are in session. If an employee cannot report to work, the employee must notify the employee's supervisor and telephone AESOP at least one (1) hour prior to the beginning of the employee's shift, unless there is an emergency. Where there is an emergency that prevents the employee from notifying the employee's supervisor and calling AESOP at least one hour prior to the start of the employee's shift, the employee must speak to the employee's supervisor and explain the reason for the emergency failure to report to AESOP and explain the absence and estimate the date of return from the absence.

13.08 Scheduling of Overtime

a. 1. Overtime assignments in each building shall be rotated among the employees in each building who are in a classification for which the overtime is required.

2. To the extent that an employee is not available in the classification in the building in which overtime is required, the Assistant Superintendent - Business and Operations or Designee may schedule qualified employees in the same building to perform the overtime.

3. If no qualified employee in the building is available, the Assistant Superintendent - Business and Operations or Designee may schedule employees in the same classification who are regularly assigned outside the building where the overtime is required.

4. If no one is available to perform the overtime after looking in the classification outside the building, the Assistant Superintendent - Business and Operations or Designee may schedule overtime with any bargaining unit member qualified to perform the required overtime.

5. If no qualified bargaining unit member is willing to perform the overtime, the Assistant Superintendent - Business and Operations or Designee may assign the overtime among those employees in the building who are qualified to perform the work. When overtime is assigned by the Assistant Superintendent - Business and Operations or Designee, it shall be done in reverse order of seniority on a rotation basis.

A list of individuals working overtime shall be maintained and will show the date of work offered and whether refused or accepted.

b. Such rotation of overtime shall not be necessary in those instances where the overtime assignment constitutes a continuation of the regular assignment of a particular employee. In those instances, the regular employee may continue on the job until its completion or until the employee is excused from the performance of that work.

c. An exception to paragraph (a) may be made in the maintenance classification where individuals may be bypassed if a particular skill is needed in the performance of a specific overtime assignment.

d. Each classification shall perform only that work which falls within that classification.

e. In the event a regularly scheduled employee in a building is unable to work and no substitute is available, the Day Head Custodian or Evening Assistant Head Custodian may use employees within the building from any shift to perform the overtime.

13.09 Day shift employees except as set forth in Section 13.10 shall be assigned a lunch period of thirty (30) minutes without pay approximately midway in the shift.

13.10 Second and third shift custodial and maintenance employees shall be assigned a paid lunch period of thirty (30) minutes during their eight (8) clock hours including those second and third shift custodial and maintenance employees who work eight (8) clock hours or more on a Saturday, Sunday or holiday. Additionally, for those first shift employees who are scheduled Monday through Friday and who work a full shift on Saturday or Sunday, a paid lunch period of thirty (30) minutes shall be provided during the eight (8) clock hours on Saturday or Sunday. Further, during the summer when school is not in session, first shift custodial and maintenance employees who work a full shift shall be assigned a lunch period of thirty (30) minutes during their eight (8) clock hours.

13.11 Each employee shall be granted a fifteen (15) minute rest period during each four (4) continuous hours worked. Supervisors will plan work so as to provide for such rest periods.

13.12 Overtime coverage for weekend building checks, if necessary, shall be a minimum of three (3) hours and shall be rotated among the elementary head custodians who desire weekend work. If an employee is unable to work the scheduled weekend because of an emergency, the next employee on the rotation list will be offered the overtime opportunity without loss of their scheduled rotation. Each head custodian who is doing the work will be provided a seasonal schedule.

13.13 Rotation of overtime will not apply in those instances where an employee is called out due to an emergency.

13.14 Calamity Days

The closing of the school or building 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 when the school or building in which the employees are employed is closed by order of the Superintendent due to an epidemic or other public calamity, or any employee works a partial shift, the employees shall be paid for all regular hours of work lost.

In those instances when only essential 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 calamity day. Compensatory time off will be at a time approved by the employee's supervisor.

Employees who are on sick leave, vacation or who have requested a personal day shall not be charged with the sick leave, vacation, or personal day when all school buildings are closed.

ARTICLE XIV - LAYOFF AND RECALL

14.01 If it becomes necessary to reduce the number of employees for any reason, the Board shall make such reductions through the layoff procedure set forth herein.

14.02 The following guidelines for layoff shall apply:

a. 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.

b. 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 seniority in the job classification affected.

c. Bumping

A Local 200 bargaining unit member laid off from the employee's 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 that job classification series. The employee shall have ten (10) work days to exercise bumping rights after notification of layoff.

If an employee is unable to exercise bumping rights within the employee's classification series, then such employee has the right to bump the least senior employee in any job classification the employee has previously successfully held, provided the bumping employee has greater seniority.

d. Notice of Layoff

Except where the layoff is occasioned by the return of an employee from a leave of absence, the initial notice of layoff shall occur at least thirty (30) calendar days prior to the effective date of the scheduled layoff. This does not apply to employees who get laid off as a result of being bumped by another employee.

e. Seniority Defined

Seniority shall be defined as total service (including approved leaves) in the bargaining unit from the most recent date of hire with the Board. When employees have the same

start date as the most recent date of hire in the bargaining unit, ties in seniority shall be broken in the following order:

1. Date of Board action to hire in the bargaining unit;
2. Date of first employment with the Board;
3. Alphabetical based upon last name as of date of most recent hire.

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

a. Custodial Series

1. Day Head Custodian I
2. Day Head Custodian II
3. Day Head Custodian III
4. Maintenance Custodian
5. Assistant Head Custodian I
6. Assistant Head Custodian II
7. Building Assistant
8. Fireman
9. Custodian with license
10. Custodian
11. Cleaner

b. Maintenance Series

1. Head Journeyman
2. Journeyman
3. Maintenance Mechanic
4. Head Grounds Maintenance Worker
5. Grounds Maintenance Worker

c. Transportation Series

1. Master Garage Mechanic
2. Garage Mechanic
3. Bus Driver and Dispatcher/Bus Driver.

14.04 If temporary employees or substitutes are needed, such work shall first be offered on a seniority basis to laid off bargaining unit employees who have the necessary skills and abilities. When performing those duties, the laid off bargaining unit employees shall remain in the bargaining unit with all rights under the contract except those spelled out in Article XXIV (Insurance). Additionally, such employees shall retain recall rights for a vacancy in a regular position.

When a laid off employee is performing temporary or substitute work and such employee had elected to continue insurance coverage at the employee's own expense under Article XXIV (Insurance) while on layoff, such employee shall be eligible for Board paid coverage if working more than half the work days in any month. Otherwise, the employee will be treated as any new employee for insurance eligibility.

14.05 Employees shall retain rights of recall equal to the length of their employment with the Board, but not to exceed thirty-six (36) months from the date of layoff. Employees shall be recalled from layoff in reverse order of the layoff. Notices of recall shall be sent by certified 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 fourteen (14) calendar days' notice to report to work. Failure to report within the required time shall terminate any recall rights.

14.06 The District shall maintain a bargaining unit seniority list. A copy of such list shall be provided to the Union by October 1 each year.

ARTICLE XV - LEAVE OF ABSENCE

15.01 Paid Leave – Job-Related Training

The Board will consider requests for leaves of absence with pay to attend schools for training course which would be beneficial to job-related skills.

15.02 Union Leave

Leaves of absence with pay, but at the employee's own expense may be granted to any authorized representative who is elected or selected to serve as an officer or delegate to the National Conference of Firemen and Oilers, The Council of Ohio School Unions, The Ohio AFL-CIO, The Cleveland AFL-CIO, or any legitimate labor group to which the Union is affiliated for the purpose of attending an official convention of the organization. Such leave shall be limited to an aggregate total of five (5) work days in any one school year and no more than one (1) employee shall be absent at any one time. A maximum of up to ten (10) work days and no more than two (2) employees will be granted in those years (normally every fifth year) for attendance at the international convention. Request for such authorized leave shall be made in writing to the Assistant Superintendent - Business and Operations or Designee.

15.03 Professional Day Workshops

Professional Day is considered a workday. Any planned in-service workshop on that day shall be conducted by the Administration in cooperation with the Union.

15.04 Special Leave

a. Special leave absence with pay, not to exceed three (3) days in any work year shall be provided. Special leave must be approved in writing by the Assistant Superintendent - Business and Operations or Designee. Such approval shall be obtained in advance except in case of emergency. Special leave shall not be deducted from accumulated sick leave. Special leave may be used for such occasions as religious holidays, weddings, graduations, legal matters and other approved reasons that cannot be performed at any other time.

b. 1. Special leave shall be requested in writing to the Assistant Superintendent - Business and Operations or Designee. A request shall be made at least one week prior to the date requested for such leave, unless the leave is for an emergency. In the case of emergency, the request must be made with the Assistant Superintendent - Business and Operations or Designee within two (2) working days after the last date of the emergency or within five (5) calendar days after the last date of the emergency, whichever occurs first.

2. Requests for special leave on the day immediately preceding or following a school vacation period or a holiday will not be approved, except under very unusual circumstances.

3. Unless the request for special leave is for an emergency or a request under paragraph b. 2., when special leave is requested because of personal business matters which cannot be performed at any other time, the employee need not describe the nature of such business, but need only state in the request that the leave is necessary to attend to personal business which cannot be performed at any other time.

c. Special leave can be granted only when no compensation is received by the employee from other than school funds.

d. Special leave shall be noncumulative, however, any unused special leave as of June 30 of each year shall be converted to sick leave at the rate of one day of sick leave for each unused special leave day and then added to the employee's sick leave accumulation.

e. Special leave may be used in quarter-day increments.

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

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

g. When a twelve month employee is recalled from layoff and has no vacation time available, special leave may be used with approval of the Assistant Superintendent - Business and Operations or Designee as vacation until such time as the employee is awarded vacation after recall.

15.05 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.

b. Family Illness - Absence due to illness in the immediate family is interpreted to include parent, step-parent, spouse, qualified domestic partner, child, step-child or member of the immediate family and is deducted from sick leave.

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

d. The Administration may require employees to provide a doctor's certificate to justify the use of sick leave if the Administration determines there is a pattern of absence by such employee.

e. Up to three (3) days of sick leave may be used as paternity leave if taken for the work days immediately following delivery of the employee's child.

15.06 Unpaid Leave of Absence

a. 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 consecutive school years where illness or other disability is the reason for the request. An employee who fails to request an extension at least two (2) work days prior to the expiration of the leave or fails to return to work at the conclusion of the granted leave shall be considered terminated.

b. In addition, the Board may, in its discretion, grant a leave of absence of up to one year upon the written request of a bargaining unit member, where illness or other disability is not the reason for the request. To be eligible for consideration:

1. the employee must have been in the service of the Board for not less than five years;

2. the employee must make application at least two months prior to requested commencement of such leave;

3. the employee must provide an explanation of the reasons for such requested leave;

4. the employee promises to return to the service of the Shaker Heights City Schools after the leave; and

5. no more than one other such leave may have been granted to the employee.

15.07 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 and with benefits for twelve weeks during any year as part of FMLA leave on the conditions set forth below:

a. A request for caregiver leave should be made, where possible, to the immediate supervisor at least thirty (30) calendar days prior to the anticipated commencement of the leave.

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

c. The leave of absence shall be granted for up to six (6) months. Upon sixty (60) calendar days' notice to the Board, up to an additional one year leave will be granted.

d. No more than one spouse employed by the District shall be entitled to a caregiver leave concurrently.

e. 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.

f. Upon return, the employee shall be entitled to a position similar to that which was held prior to the leave.

g. Family member is defined as: spouse, qualified domestic partner, child, step-child, parent, step-parent, parent-in-law, grandparent, aunt, uncle, sister-in-law, brother-in-law or member of the immediate household.

15.08 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) work days 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.

15.09 Pregnancy and Delivery Support Leave

An employee whose spouse or qualified domestic partner is pregnant may use available sick leave for up to two (2) weeks at the time of confinement and delivery.

15.10 Qualified Domestic Partner Defined

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 XVI - RETIREMENT SEVERANCE PAY

16.01 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 Board, 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 his/her unused accumulation of sick leave at the per diem rate of said employee's basic contract salary in effect at the time of 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 Personnel Office.

B. The employee must be in active service with the Shaker Heights City Schools each month of the year immediately prior to retirement.

C. The former employee is expected to present satisfactory evidence to the Treasurer that his/her 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 "Local 200 Severance Pay Deferral Plan"), as amended, 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 Local 200 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 former employee, all of the employee's accumulated sick leave credit shall be cancelled.

ARTICLE XVII - PERSONNEL FILES

17.01 Each employee shall have the opportunity, upon request and after arranging suitable appointment, to review the contents of the employee's personnel file, excluding pre-employment information supplied the Administration as confidential. The employee may have a representative of the Union present while the employee reviews the employee's file.

17.02 An employee shall be shown all documents which relate to job performance or which could be used as a basis for discipline prior to that document being put in the employee's personnel file. The employee shall be provided with a copy of the document upon acknowledging that the employee has reviewed the document. Employee signature shall only mean that the employee has reviewed the document; signature shall not mean that the employee agrees with the document's contents. If the employee refuses to sign, such refusal shall be noted by the supervisory personnel, signed and dated by such personnel. A copy of any document which an

employee has refused to acknowledge shall be sent to the employee and to the Union's representative. An employee will be permitted to place in the personnel file the employee's response to any correspondence which the employee feels is unjust concerning the employee's work performance.

ARTICLE XVIII - HOLIDAYS

18.01 The following holidays or days off are to be granted:

New Year's Day	Martin Luther King Day
Presidents' Day	(3rd Monday in January)
Good Friday	Labor Day
Memorial Day	Thanksgiving Day
Juneteenth	Day after Thanksgiving Day
Independence Day	Christmas Day
(except for cafeteria workers)	New Year's Eve Day

In addition, one-half day will be granted as a holiday for Christmas Eve Day.

18.02 Employees shall be paid for a holiday so long as they are in pay status on the last day they are scheduled to work preceding the holiday and the first day they are scheduled to work following the holiday.

18.03 If any employee is required to work on any such holiday or day off, the employee shall be paid at the rate of one and one-half (1 1/2) times the employee's hourly salary equivalent.

An employee who is scheduled to work on Saturday or Sunday will have that day off if the holiday falls on a Saturday or Sunday. Otherwise, if any holiday falls on Saturday, the employee shall be given the previous Friday off or compensatory time if school is in session. If the holiday falls on Sunday, the employee shall be given Monday off or compensatory time if school is in session.

ARTICLE XIX - VACATIONS

19.01 Vacation with pay shall be granted to employees at the rate of two (2) weeks per year after one (1) or more years of service; three (3) weeks after five (5) years of service; four (4) weeks after ten (10) years of service; four (4) weeks plus three (3) days of vacation after fourteen (14) years of service; and four (4) weeks plus four (4) days of vacation after twenty (20) years of service. An employee whose employment terminates because of retirement, resignation or as a result of a layoff after December 30 and prior to June 30, will receive vacation time prorated.

Any other employee whose employment terminates prior to June 30 does not receive any vacation time.

19.02 Scheduling of vacations is a management responsibility. Vacation requests shall be made in writing on a form provided with a duplicate copy of the request retained by the employee. Persons in charge of scheduling vacations will give these requests every consideration in maintaining a proper work force during the vacation periods.

19.03 There shall be no weekend assignment during vacation period starting Monday at 7:00 a.m. and ending the following Monday at 7:00 a.m. except in case of an emergency.

19.04 Upon request of an employee submitted prior to leaving for vacation, the paycheck due during the employee's vacation period will be mailed to the employee or deposited in the employee's checking account.

19.05 In order to earn any vacation time, an employee must be classified an eleven (11) or twelve (12) month employee and work full time. In addition, twelve (12) month, part-time, employees shall receive pro rata vacations.

19.06 Annual vacation during the first year of employment is calculated as follows:

> Two weeks are granted to an employee if employed between July 1 and September 15 and works through June 30 of the following year. Those employed after September 15 and work through June 30 of the following year can earn 5/6 of a day per month for the date of employment. However, an employee must work at least five (5) full months prior to June 30 to earn vacation credit. No vacation will be granted to any employee who has worked less than five (5) full months prior to July 1.

19.07 At the request of the employee, the Board agrees to permit an employee on vacation to transfer the employee's status from vacation leave to sick leave when hospitalized. Exceptions to the hospitalization requirement may be authorized by the Assistant Superintendent - Business and Operations or Designee in cases when the employee's condition would prevent the employee carrying out the employee's normal duties if on the job. The employee shall provide to the Assistant Superintendent - Business and Operations or Designee, medical documentation of hospitalization and/or medical treatment as soon as possible while off the job or immediately upon return to duty.

19.08 If an employee has been unable to use all of the employee's vacation during the year, the employee may carry over a maximum of five (5) vacation days into the next year. Where unusual circumstances exist, an employee may request authorization from the Assistant Superintendent - Business and Operations or Designee to carry over days in excess of five (5).

ARTICLE XX - DISCIPLINE

20.01 It is recognized that the Administration reserves and has the right to discipline or discharge employees for just cause. Discipline shall include warnings, reprimands and suspension. An accumulation of disciplinary actions may lead to dismissal. Copies of all warnings and reprimands placed in the personnel file shall be furnished to the employee and to the Union. The supervisor or appropriate administrator may discuss the employee's work record privately with the employee in the absence of a union representative, if the employee desires. At the employee's request, the employee may have a Union representative present at any meeting called to discuss the employee's work record.

While accumulation of warnings slips, reprimands, repeated suspensions, failure to meet job responsibilities or serious breaches of conduct may result in dismissal, written reprimands or warnings slips which are more than twelve (12) months old shall not be considered in imposing suspension or discharge, if no additional written reprimands or warning slips have been issued within that twelve (12) month period.

20.02 All communications, reprimands and/or contact between supervisors and employees shall be conducted in a professional manner.

ARTICLE XXI - DRUG AND ALCOHOL TESTING

21.01 Voluntary use of controlled substances which cause intoxication or impairment poses risks to the students, the Board, the employee and other employees. Recognizing that substance abuse may be an illness, it is the Board's goal to prevent and rehabilitate. However, this goal does not preclude an employee from being subjected to appropriate disciplinary action.

21.02 All bargaining unit employees will be informed of the Board's testing policy before testing is administered. Employees will be provided with information concerning the impact of the use of controlled substances on job performance. Employees and supervisors will be trained to recognize the symptoms of substance abuse, impairment and intoxication. In addition, the Board shall inform the bargaining unit employees of the causes for conducting tests, how well the tests perform, when the tests will be conducted, what the tests can determine, and the consequences of testing positive for substance abuse. All newly hired bargaining unit employees will be provided with this information.

21.03 Employees will be subject to medical testing for alcohol and/or controlled substances under the following circumstances:

a. Reasonable suspicion by a supervisor concerning the appearance, behavior, speech or breath of an employee while on duty or scheduled for duty, unless the behavior is reasonably explained as resulting from causes other than the use of controlled substances (reports of substance abuse or aberrant behavior which is not confirmed by supervisory observation shall not constitute reasonable suspicion); or

b. Following a work-related accident which involved the loss of human life or any personal injury or where the employee receives a citation under state or local law for a moving traffic violation arising out of the accident; or

c. Random testing for those employees who drive Board owned vehicles (random selection shall be done in a manner consistent with the Department of Transportation regulations); or

d. Follow-up testing as directed by a Substance Abuse Professional (S.A.P.) for those employees who have had a confirmed positive test and who have returned to work; or

e. Return to Duty Testing for those employees who have tested positive and who must be evaluated by a S.A.P. or who have been relieved of duty for a positive test.

If requested, an employee will sign a consent form authorizing the withdrawal of a specimen of blood or urine or the performance of a breath test and a release of the results to the Board. A refusal to provide either specimen will constitute a presumption of intoxication and the employee will be subject to discharge.

21.04 No reasonable suspicion testing may be conducted without the approval of the supervisor. Within twenty-four hours, the supervisor must document in writing why the test was ordered, including the specific objective facts constituting reasonable suspicion leading to the test being ordered. One copy of this document shall be given to the bargaining unit employee and one copy shall be provided to the Union.

21.05 Urine specimens and blood samples will be taken in a manner consistent with Department of Transportation regulations at Board cost. At the time the urine specimen is taken, it will be split in two, a primary specimen and a split specimen. Both specimens will be sent to the laboratory. The analysis of the primary shall be done by a Department of Transportation certified laboratory which complies with the Guidelines for Federal Drug Testing Programs.

When the primary specimen is a confirmed positive, the laboratory will hold the split specimen for sixty (60) calendar days from the date it received the split specimen. An employee with a verified positive result has the right, within seventy-two (72) hours of the notification of the verified positive result, to request the MRO have the split specimen be sent to another Department of Transportation certified laboratory. Should the split sample fail to confirm the presence of a controlled substance, the MRO will notify the Board and the employee the entire test has been cancelled and the reasons for the cancellation. The cost of testing the split sample will be borne by the Union or the employee.

If the results of the tests administered by the Board show that the employee was under the influence of, or while on duty drank, smoked, ingested, inhaled or injected a controlled substance or alcohol or has evidence of being a current user of an illegal controlled substance, appropriate discipline may be imposed by the Board after the following procedure has been

followed: The Board and the employee shall be presented with a copy of the laboratory report before any discipline is imposed. The Union or the employee shall have an opportunity to present to the Board any different results from the sample conducted by the Department of Transportation certified laboratory selected by the Union or the employee, within a reasonable period of time. The failure of the Union or employee to have the third test performed or to present the results to the Board shall not be used against the employee as a basis for discipline or in any arbitration proceeding and, if not presented, the Union or the employee shall be precluded from presenting such test results at any arbitration proceedings. After considering the results of the test performed for the Union or the employee, if presented, the Board may discipline the employee. Employees who test positive will be required to do the following:

a. Undergo a medical assessment from a Substance Abuse Professional to determine if the employee needs to undergo rehabilitation or other treatment;

b. The employee shall be required to submit to a return to duty test before returning to work and, if such test is positive, may be subject to further discipline, including termination; and

c. If the employee drives a Board owned vehicle, such employee shall only be returned to a position that does not require the operation of a vehicle, provided the employee has the skills and abilities to fill the position and a vacant position exists. If no position exists, the employee shall be placed on a recall list and will be returned if a position for which the employee is qualified becomes available during the contractual recall period. However, once an employee returns or is eligible to return, if the employee is tested over the next six month period and such test results are negative, the employee is eligible to be returned to the employee's previous position. If the employee is working in the District, the employee will be returned when a vacancy in the employee's prior position occurs, otherwise, the employee will be permitted to bump back into the bargaining unit pursuant to the layoff and recall procedure.

21.06 Employees who seek voluntary assistance for alcohol and substance abuse may not be disciplined for seeking such assistance, however such employees shall be subject to Paragraph 21.05 (b) and (c). Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in alcohol and substance abuse programs shall be subject to all Board rules, regulations and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

21.07 Results of tests performed hereunder will be considered medical records and held confidential to the extent permitted by law but will be maintained in a file separate from the medical file of the employee.

ARTICLE XXII - CONTRACTING AND SUBCONTRACTING

22.01 The right of contracting and subcontracting is vested in the Board. In light of present concerns of employees, however, the Board agrees that it shall not contract with outside firms for the life of this Agreement without prior notice to the Union and negotiation with the Union except in those areas where it had been subcontracting work prior to the effective date of this agreement. The Board shall provide written notice to the Union upon issuance of any written request for a proposal (RFP) related to subcontracting bargaining unit work. However, such notice will not be required for any area that the Board had been subcontracting work prior to the effective date of this agreement. The Board shall provide to the Union copies of proposals received in response to the RFP within three (3) business days of closing of the proposal submission deadline.

ARTICLE XXIII - GRIEVANCE PROCEDURE

23.01 a. A dispute, disagreement or difficulty arising between any bargaining unit member and the Board, or its Administration, shall be handled initially by direct contact between the employee and the employee's immediate supervisor. If not settled in this manner, and if the dispute, disagreement or difficulty concerns the interpretation or application of provisions of this contract, a grievance then may be written by the employee on a standard grievance report form to be supplied by the Board. If the dispute, disagreement or difficulty is one by the Union, the Union shall initially have a discussion with the Assistant Superintendent - Business and Operations or Designee and if not resolved, the Union may file a written grievance that starts at Step Two; provided, however, that the Union shall not be permitted to pursue a dispute, disagreement or difficulty unless it concerns the interpretation or application of the provisions of this contract or one that affects an individual right unless the affected individual agrees to have the Union pursue the matter.

b. The written grievance shall state the facts on which the grievance is based, including the name of the individual or individuals involved, if any, the provisions of the contract on which the grievance is based, the date of the occurrence, and, the relief sought. The written grievance shall be signed by the grievant and by a Union representative and shall be delivered to the immediate supervisor. If a grievance is not so filed within twenty (20) work days of (i) its occurrence, or (ii) when the occurrence became known or should have been known, it will no longer exist.

23.02 <u>STEP ONE</u>:

Not later than five (5) work days after a grievance is filed, the supervisor will notify the employee and the Union representative of the date, time and location of the Step One meeting, which date shall not be later than ten (10) work days after the date of notification. At that meeting, which shall be before the supervisor, the grievant shall be present and a Union representative may be present, if the grievant so requests. Not later than five (5) work days after the conclusion of the meeting in Step One, the supervisor shall submit supervisor's disposition in writing to the Grievant and a copy shall be given to the President of Local No. 200 and the Union representative attending the Step One meeting.

23.03 STEP TWO:

Within ten (10) work days after receipt by the grievant and Union President of the answer at Step One, the grievant may appeal the grievance in writing to the Assistant Superintendent - Business and Operations or Designee. Not later than five (5) work days after receipt of such a request, the Assistant Superintendent - Business and Operations or Designee shall notify the grievant, the Union President and the Union representative attending the Step One meeting of the time and location of the meeting in Step Two, which date shall not be later than ten (10) work days after the date of notification. The meeting in Step Two shall be before the Assistant Superintendent - Business and Operations or Designee, the grievant shall be present and a union representative may be present if the grievant so requests, or in the case of a grievance filed by the Union, a Union representative shall be present. Not later than five (5) work days after the conclusion of the hearing in Step Two, the Assistant Superintendent - Business and Operations or Designee shall submit his disposition in writing to the grievant and a copy shall be given to the Union President and the Union representative attending the Step Two meeting. In the event the Assistant Superintendent - Business and Operations or Designee is not available to hear the grievance within the time limits herein, the hearing shall be postponed to a mutually acceptable date or the grievance shall be heard by a designee of the Assistant Superintendent - Business and Operations or Designee.

23.04 STEP THREE:

a. If requested in writing by the grievant, the Union may, not later than thirty (30) work days after receipt by the grievant and the Union of the written decision of the Assistant Superintendent - Business and Operations or Designee, notify the Assistant Superintendent - Business and Operations or Designee of its intent to submit the grievance to arbitration with the arbitrator selected from a list (all of whom must be members of the National Academy of Arbitrators) supplied by the American Arbitration Association. Within five (5) work days of the receipt of such a list, the President of the Union and the Assistant Superintendent - Business and Operations or Designee shall select an arbitrator according to procedures established by the American Arbitration Association.

b. The decision of the arbitrator shall be final and binding on the parties. The arbitrator shall not have the power to add to, subtract from or modify any of the terms of this contract.

c. Costs of the arbitration shall be shared equally by the Board and the Union.

23.05 The grievant may be represented in Steps One and Two of the Grievance Procedure by any person from the bargaining unit of the grievant's choosing, except that the grievant may not be represented by a representative or officer of any professional organization other than the Union. When a grievant is not represented by the Union, the Union shall have the right, on its request, of having its representative present to state its views at Steps One and Two. Nothing contained herein shall prevent any bargaining unit employee from presenting a grievance

and having it adjusted without participation of, or representation by the Union. However, any grievance resolution without the participation or representation of the Union shall not have a binding effect for the future interpretation or application of this Agreement.

23.06 This agreement and dispute resolution procedure are intended to replace the Shaker Heights Civil Service Commission and its Rules and Regulations.

ARTICLE XXIV - INSURANCE

24.01 Health Care Coverage

The Board has the right to select carrier or self-insure health care coverage, with the following options for employees:

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.

Employees will contribute 14% of monthly funding rate for individual or family coverage. 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.

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

24.02 Prescription Drug

Employees will contribute 14% of monthly funding rate for individual or family coverage. 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. 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.

Prescription drug coverage, including oral contraceptives, with a Seven Dollar ($7.00) co-pay feature for generic drugs and Twenty-Five Dollar ($25.00) co-pay for legend or name brand drugs will be provided for all employees by the Board at Board expense. Mail orders will have a $17.50 co-pay for generic and $62.50 co-pay for legend or name brand. Retail drugs will be limited to a 30 day supply and mail order to a 90 day supply.

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 Dollar ($50.00) co-pay for non-preferred drugs will be provided for all bargaining unit members by the Board at Board expense. Mail orders will have a $17.50 co-pay for generic, $62.50 co-pay for preferred name brand, and $125.00 co-pay for non-preferred drugs. Retail drugs will be limited to a 30 day supply and mail order to a 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.

24.03 Life Insurance

Term Life Insurance for each employee will be $50,000 with Accidental Death and Dismemberment and double indemnity death benefit in case of accidental death. This life insurance policy will be furnished to each employee in the unit represented by the Union with the full premium paid by the District.

24.04 Dental Plan

U.C.R. Coverage

	Co-Insurance Features				Deductibles Applied			
Calendar Year Maximum	Preventive	General	Restorative	Orthodontia	Preventive	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 14% of monthly funding rate for individual or family coverage. 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.

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

24.05 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. Health Insurance Coverage
2. Prescription Drug
3. Life Insurance - $5,000
4. Dental Plan

24.06 Definition of Full-Time Employee for the Purpose of Benefits Eligibility

Effective September 1, 2025, employees who are contracted to work five (5) hours or more per day (i.e., twenty-five contracted hours per regular workweek) shall be eligible for benefits consistent with the provisions of this Article 24. The summer month's premium percentage will be the same as during the contract year premium percentage.

24.07 Spousal Employment

Insurance coverage will only be provided for one spouse if both spouses are employed by the Board.

24.08 125 Plan

The District 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 the administration charge for the 125 Plan.

24.09 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 his/her 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 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.

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 his/her 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 XXV - WAGE AND SALARY SCHEDULE

25.01 Wage Schedules

ARTICLE XXV - WAGE AND SALARY SCHEDULE
Effective July 1, 2025

25.01 Wage Schedules

Eff. July 1, 2025	2.00%															
CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	(3 yrs) STEP 13	(2 yrs) STEP A	(3 yrs) STEP B	STEP C
Maintenance & Ground Foreman	$26.33	$26.98	$27.67	$28.33	$29.01	$29.74	$30.51	$31.13	$31.94	$32.70	$33.48	$34.31	$35.16	$35.67	$36.71	$37.32
Journeyman	$25.38	$26.03	$26.75	$27.37	$28.10	$28.82	$29.54	$30.18	$31.02	$31.79	$32.53	$33.38	$34.24	$34.75	$35.77	$36.39
Maintenance Mech	$25.38	$26.03	$26.75	$27.37	$28.10	$28.82	$29.54	$30.18	$31.02	$31.79	$32.53	$33.38	$34.24	$34.75	$35.77	$36.39
Master Garage Mech	$26.33	$26.98	$27.67	$28.33	$29.01	$29.74	$30.51	$31.13	$31.94	$32.70	$33.48	$34.31	$35.16	$35.67	$36.71	$37.32
Garage Mech	$25.38	$26.03	$26.75	$27.37	$28.10	$28.82	$29.54	$30.18	$31.02	$31.79	$32.53	$33.38	$34.24	$34.75	$35.77	$36.39
Dispatcher/Bus Driver	$22.45	$22.96	$23.52	$24.03	$24.60	$25.23	$25.86	$26.48	$27.11	$27.73	$28.40	$29.20	$29.88	$30.54	$31.38	$32.04
Bus Driver	$22.45	$22.96	$23.52	$24.03	$24.60	$25.23	$25.86	$26.48	$27.11	$27.73	$28.40	$29.20	$29.88	$30.54	$31.38	$32.04
Head Grounds Maint Worker	$21.56	$22.04	$22.53	$23.15	$23.70	$24.27	$24.84	$25.38	$26.02	$26.75	$27.37	$28.10	$28.82	$29.40	$30.21	$30.84
Grounds Maint Wrkr	$19.58	$20.05	$20.60	$21.04	$21.56	$22.04	$22.53	$23.15	$23.70	$24.30	$24.89	$25.50	$26.19	$26.72	$27.55	$28.16
Day Head Cust. I	$26.75	$27.37	$28.09	$28.82	$29.54	$30.19	$31.02	$31.79	$32.53	$33.38	$34.24	$35.08	$35.98	$36.49	$37.57	$38.19
Day Head Cust. II	$25.38	$26.03	$26.75	$27.37	$28.10	$28.82	$29.54	$30.18	$31.02	$31.79	$32.53	$33.38	$34.24	$34.75	$35.77	$36.39
Day Head Cust. III	$24.27	$24.84	$25.38	$26.03	$26.75	$27.37	$28.10	$28.82	$29.54	$30.18	$31.02	$31.79	$32.53	$33.10	$34.07	$34.70
Maint. Cust.	$24.27	$24.84	$25.38	$26.03	$26.75	$27.37	$28.10	$28.82	$29.54	$30.18	$31.02	$31.79	$32.53	$33.10	$34.07	$34.70
Ass't Head Custodian I	$23.15	$23.70	$24.27	$24.84	$25.38	$26.03	$26.75	$27.37	$28.09	$28.82	$29.54	$30.18	$31.02	$31.50	$32.46	$33.10
Ass't Head Custodian II	$21.04	$21.56	$22.04	$22.53	$23.15	$23.70	$24.27	$24.84	$25.43	$26.03	$26.75	$27.37	$28.10	$28.60	$29.50	$30.11

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ARTICLE XXV - WAGE AND SALARY SCHEDULE
Effective July 1, 2025

25.01 Wage Schedules

Eff. July 1, 2025	2.00%															
CLASSIFICATION	**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**	**STEP 5**	**STEP 6**	**STEP 7**	**STEP 8**	**STEP 9**	**STEP 10**	**STEP 11**	**STEP 12**	(3 yrs) **STEP 13**	(2 yrs) **STEP A**	(3 yrs) **STEP B**	**STEP C**
Building Assistant	$20.57	$21.07	$21.54	$22.05	$22.60	$23.13	$23.73	$24.43	$24.82	$25.44	$26.06	$26.79	$27.48	$27.96	$28.85	$29.46
Fireman/Custodian w/License	$20.05	$20.60	$21.04	$21.56	$22.04	$22.53	$23.15	$23.70	$24.28	$24.87	$25.46	$26.17	$26.82	$27.31	$28.18	$28.80
Custodian	$19.23	$19.58	$20.05	$20.60	$21.04	$21.56	$22.04	$22.53	$23.15	$23.73	$24.30	$24.89	$25.50	$26.01	$26.81	$27.45
Cleaner	$12.40	$12.71	$13.03	$13.34	$13.65											

Step A- In order to move to Step A, an employee must be on Step 13 for three (3) years.

Step B- In order to move to Step B, an employee must be on Step A for two (2) years.

Step C- In order to move to Step C, an employee must be on Step B for three (3) years.

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ARTICLE XXV - WAGE AND SALARY SCHEDULE
Effective July 1, 2026

25.01 Wage Schedules

Eff. July 1, 2026	2.00%															
CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	(3 yrs) STEP 13	(2 yrs) STEP A	(3 yrs) STEP B	STEP C
Maintenance & Ground Foreman	$26.86	$27.52	$28.22	$28.90	$29.59	$30.33	$31.12	$31.75	$32.58	$33.35	$34.15	$35.00	$35.86	$36.38	$37.44	$38.07
Journeyman	$25.89	$26.55	$27.29	$27.92	$28.66	$29.40	$30.13	$30.78	$31.64	$32.43	$33.18	$34.05	$34.92	$35.45	$36.49	$37.12
Maintenance Mech	$25.89	$26.55	$27.29	$27.92	$28.66	$29.40	$30.13	$30.78	$31.64	$32.43	$33.18	$34.05	$34.92	$35.45	$36.49	$37.12
Master Garage Mech	$26.86	$27.52	$28.22	$28.90	$29.59	$30.33	$31.12	$31.75	$32.58	$33.35	$34.15	$35.00	$35.86	$36.38	$37.44	$38.07
Garage Mech	$25.89	$26.55	$27.29	$27.92	$28.66	$29.40	$30.13	$30.78	$31.64	$32.43	$33.18	$34.05	$34.92	$35.45	$36.49	$37.12
Dispatcher/Bus Driver	$22.90	$23.42	$23.99	$24.51	$25.09	$25.73	$26.38	$27.01	$27.65	$28.28	$28.97	$29.78	$30.48	$31.15	$32.01	$32.68
Bus Driver	$22.90	$23.42	$23.99	$24.51	$25.09	$25.73	$26.38	$27.01	$27.65	$28.28	$28.97	$29.78	$30.48	$31.15	$32.01	$32.68
Head Grounds Maint Worker	$21.99	$22.48	$22.98	$23.61	$24.17	$24.76	$25.34	$25.89	$26.54	$27.29	$27.92	$28.66	$29.40	$29.99	$30.81	$31.46
Grounds Maint Wrkr	$19.97	$20.45	$21.01	$21.46	$21.99	$22.48	$22.98	$23.61	$24.17	$24.79	$25.39	$26.01	$26.71	$27.25	$28.10	$28.72
Day Head Cust. I	$27.29	$27.92	$28.65	$29.40	$30.13	$30.79	$31.64	$32.43	$33.18	$34.05	$34.92	$35.78	$36.70	$37.22	$38.32	$38.95
Day Head Cust. II	$25.89	$26.55	$27.29	$27.92	$28.66	$29.40	$30.13	$30.78	$31.64	$32.43	$33.18	$34.05	$34.92	$35.45	$36.49	$37.12
Day Head Cust. III	$24.76	$25.34	$25.89	$26.55	$27.29	$27.92	$28.66	$29.40	$30.13	$30.78	$31.64	$32.43	$33.18	$33.76	$34.75	$35.39
Maint. Cust.	$24.76	$25.34	$25.89	$26.55	$27.29	$27.92	$28.66	$29.40	$30.13	$30.78	$31.64	$32.43	$33.18	$33.76	$34.75	$35.39
Ass't Head Custodian I	$23.61	$24.17	$24.76	$25.34	$25.89	$26.55	$27.29	$27.92	$28.65	$29.40	$30.13	$30.78	$31.64	$32.13	$33.11	$33.76
Ass't Head Custodian II	$21.46	$21.99	$22.48	$22.98	$23.61	$24.17	$24.76	$25.34	$25.94	$26.55	$27.29	$27.92	$28.66	$29.17	$30.09	$30.71

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ARTICLE XXV - WAGE AND SALARY SCHEDULE
Effective July 1, 2026

25.01 Wage Schedules

Eff. July 1, 2026	2.00%															
CLASSIFICATION	**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**	**STEP 5**	**STEP 6**	**STEP 7**	**STEP 8**	**STEP 9**	**STEP 10**	**STEP 11**	**STEP 12**	(3 yrs) **STEP 13**	(2 yrs) **STEP A**	(3 yrs) **STEP B**	**STEP C**
Building Assistant	$20.98	$21.49	$21.97	$22.49	$23.05	$23.59	$24.20	$24.92	$25.32	$25.95	$26.58	$27.33	$28.03	$28.52	$29.43	$30.05
Fireman/Custodian w/License	$20.45	$21.01	$21.46	$21.99	$22.48	$22.98	$23.61	$24.17	$24.77	$25.37	$25.97	$26.69	$27.36	$27.86	$28.74	$29.38
Custodian	$19.61	$19.97	$20.45	$21.01	$21.46	$21.99	$22.48	$22.98	$23.61	$24.20	$24.79	$25.39	$26.01	$26.53	$27.35	$28.00
Cleaner	$12.65	$12.96	$13.29	$13.61	$13.92											

Step A- In order to move to Step A, an employee must be on Step 13 for three (3) years.

Step B- In order to move to Step B, an employee must be on Step A for two (2) years.

Step C- In order to move to Step C, an employee must be on Step B for three (3) years.

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25.02 Step increases will be applied for each year of this Agreement.

25.03 All bargaining unit members will receive a two percent (2%) base increase, effective July 1, 2025. Effective July 1, 2026, all bargaining unit members will receive a two percent (2%) base increase.

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

25.04 The Head Journeyman and the Master Garage Mechanic will receive $.75 per hour more than the Journeyman, and Garage Mechanic.

25.05 Custodial, journeymen and maintenance employees who are regularly scheduled to work on the second and third shift (any shift beginning after 2:30 p.m. and beginning prior to 5:00 a.m.) shall be entitled to a shift premium of $.25 per hour.

25.06 a. For purposes of this Article, total annual salary and salary per pay period for each bargaining unit 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 School Employees 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 of the pickup for said member and shall be payable, 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 compute and remit its employer contribution to SERS based upon total annual salary, including the "pickup." The Board shall report for federal and Ohio income tax purposes as a member's gross income said member's total annual salary less the amount of the "pickup." The Board shall report for municipal income tax purposes as member's gross income said member's total annual salary, including the amount of the pickup. The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.

c. 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.

25.07 Employees required to remove or encapsulate asbestos as part of their assignment by the District shall receive an additional fifty cents ($.50) per hour when performing such duties.

25.08 When a bargaining unit member is required to use the employee's personal vehicle for travel on Board business within the District or outside of the District, the employee will be compensated at the mileage rate established through Board policy for all other employees.

25.09 In those instances where a Head Custodian III is serving as the Head Custodian of two buildings, the Head Custodian will be compensated at a Head Custodian II rate.

25.10 Attendance Incentive

a. Each bargaining unit member's work year will be divided into quarters starting with the first work day on or after July 1 of each year. For those employees who have not missed any work days because of the use of sick leave or special leave (except for the use of special leave as described in paragraph b of this section) or because of a pay dock or suspension during a quarter shall be entitled to receive 1.25% of their gross earnings for such quarter. For those employees who have not missed any work days because of the use of sick leave, special leave or because of a pay dock or suspension in any of the four quarters of one year shall be entitled to receive an additional payment of 0.5% of their gross earnings for the four quarters. Probationary employees are not eligible for this benefit until the first full quarter following the completion of the employee's probationary period.

b. Special leave shall not count against the attendance incentive if a request for special leave is submitted at least one week in advance and the reason for the use of special leave is one of the following:

i. A court appearance by the bargaining unit member for a hearing involving the bargaining unit member unless the hearing is for a criminal offense.

ii. A court appearance by the bargaining unit member in response to a subpoena.

iii. A religious holiday that requires absence from work.

iv. Graduation of the spouse, child or the bargaining unit member.

v. Out of town travel for the adoption of a child.

vi. Day of the wedding of a child.

vii. Out of town travel for the wedding of a child.

ARTICLE XXVI - HIRE OF RETIREES

26.01 A person who retires under SERS and is subsequently employed or reemployed by the Board shall be placed no higher than Step 7 of the wage schedule and will be eligible for subsequent experience steps. Seniority will start the first day of employment or reemployment after retirement.

26.02 A person who is employed or reemployed subsequent to retirement under SERS will not be eligible to carry over any sick leave or bring any sick leave into the District, but will earn sick leave at the same rate as other bargaining unit members under the collective bargaining agreement. Such persons will not be eligible for any severance retirement after rehire.

26.03 A person who is reemployed subsequent to retirement under SERS will not be subject to the probationary period contained in Article VI.

26.04 A person who is employed or reemployed subsequent to retirement under SERS will only be eligible for a one year limited contract without any expectation of continued employment. Affirmative action by the Board will be required to renew the limited contract. No action will be required not to renew the contract.

ARTICLE XXVII - TUITION FUND AND TUITION REIMBURSEMENT

27.01 The Board shall budget a special fund of $5,000 per calendar year for the purpose of assisting those bargaining unit members who take college courses as part of a degree program or take courses that will assist the bargaining unit employees to enhance skills that will improve their job performance if approved in advance by the Assistant Superintendent - Business and Operations or Designee or for such other course or program as approved by the Assistant Superintendent - Business and Operations or Designee. The Board shall reimburse tuition cost up to $75 per semester hour or the equivalent, or such higher amount if approved in advance by the Assistant Superintendent - Business and Operations or Designee. To be eligible for reimbursement, employees must receive advance approval from the Assistant Superintendent - Business and Operations or Designee and must receive a grade of "C" or better in the course, or, if the course is not graded, receive documentation satisfactory to the Assistant Superintendent - Business and Operations or Designee demonstrating the employee successfully completed the course. Reimbursement will be made no later than January 15 of the next calendar year. If there are more applicants than the special fund for the calendar year will support, the total amount will be prorated among all eligible applicants.

ARTICLE XXVIII - NO STRIKE/NO LOCKOUT

28.01 The Union, its officers, representatives and members shall not directly or indirectly instigate, cause, aid, encourage, condone, ratify or sanction any strike, slow-down, work stoppage, or interruption or interference at any operation or operations of the School district for the duration of this Agreement. By this agreement, the Union does not otherwise waive its rights under Section 4117.14 of the Ohio Revised Code.

Under no circumstances shall the Board, its officials, or its supervisors threaten or directly or indirectly cause, instigate, support, encourage, or condone a "lockout" of Union member employees.

ARTICLE XXIX – LABOR/MANAGEMENT COMMITTEE

29.01 There shall be a Labor/Management Committee ("LMC") established to meet quarterly, if needed, to discuss matters other than individual grievances. The District will work with FMCS to schedule an initial training session on procedures for an effective LMC process.

29.02 Proposed agenda items must be exchanged at least three (3) work days prior to any scheduled meeting. The union members of the committee will include the President, Vice President, and up to two (2) representatives appointed by the President. The management members will include up to four (4) administrators appointed by the Assistant Superintendent - Business and Operations or Designee.

29.03 There will be a subcommittee of the LMC to address issues specific to the Transportation department. For the subcommittee, the union members will include the President or designee and up to three (3) representatives appointed by the President. The management members will include up to four (4) administrators appointed by the Assistant Superintendent – Business and Operations or Designee. This subcommittee will meet after the initial training by FMCS and for the first subcommittee meeting will request an FMCS facilitator. The subcommittee may determine whether there is a need for an FMCS facilitator at subsequent meetings.

ARTICLE XXX - ENTIRE AGREEMENT

30.01 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. This Agreement represents a completion of negotiations on all bargainable issues for the duration of the Agreement.

30.02 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 XXXI - DURATION AND EFFECTIVE DATE

31.01 Except as otherwise expressly provided herein, this contract shall be effective upon adoption by the Board and shall remain in full force and effect through midnight, June 30, 2028.

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

For: National Conference of Firemen And Oilers, Local 200, SEIU, AFL-CIO, CLC

James Dean, President

Ronald Swain, Vice President

Deborah Gainey, Treasurer

Karen Crawley, Local 200 Representative

For: Shaker Heights City School District

Dr. Tiffany M. Joseph, Director of Human Resources

Jeffrey Grosse, Assistant Superintendent of Business Operations

Dontè Hayes, Treasurer

APPENDIX A

Head Journeyman
Journeyman
Maintenance Mechanic
Master Garage Mechanic
Garage Mechanic
Dispatcher/Bus Driver
Bus Driver
Head Grounds Maintenance Worker
Grounds Maintenance Worker
Day Head Custodian I
Day Head Custodian II
Day Head Custodian III
Maintenance Custodian
Assistant Head Custodian I
Assistant Head Custodian II
Building Assistant
Fireman
Custodian (with License)
Custodian
Cleaner

APPENDIX B

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 C

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 D

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.