AGREEMENT

Between the

Cleveland Heights-University Heights

Board of Education

And the

Ohio Association of Public School Employees

Local 617

Effective

July 1, 2025 – June 30, 2028

THE CLEVELAND HEIGHTS-UNIVERSITY HEIGHTS CITY SCHOOL DISTRICT

Ms. Elizabeth Kirby, Superintendent of Schools

THE BOARD OF EDUCATION

Malia Lewis, Board President
Gabe Crenshaw, Vice President
Dan Heintz
Phil Trimble
Jodi Sourini

O.A.P.S.E. LOCAL 617

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES

THE NEGOTIATING TEAMS

For the Bd. of Educ.

Dr. Paul Lombardo	Assistant Superintendent
A. Scott Gainer	Treasurer
George Petkac	Director of Business and Operations
Scott Smith	Supervisor of Transportation
Carla Morris	Human Resource Specialist
Sean Patton	Human Resources and District Compliance Officer
Lindsay Gingo	Board Attorney

For OAPSE Local 617

Bertha L. Pickett	President Local 617, Bus Driver
David Moss	Vice President Local 617, Head Custodian- Grade III
Nikia Black	IT Support Specialist
Michael West	HVAC Trades
Matt Lark	OAPSE Field Representative

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PREAMBLE

WHEREAS, the parties do understand that the Board if charged by law with the duty and responsibility of operating a public school system within their district and in carrying out those duties and responsibilities in employing school employees in its operation. The terms and conditions of employment of school employees and Board regulations and rules affecting the employment of school employees are matters of mutual concern to the Board and to the Union. It is the intent and purpose of this Agreement to assure sound and mutually beneficial employment relations between the parties hereto; and to attempt to provide an orderly and peaceful means of conducting negotiations.

ARTICLE 1 - RECOGNITION

A. EXCLUSIVE BARGAINING AGENT

The Cleveland Heights-University Heights Board of Education (hereinafter referred to as the "Employer") recognizes the Ohio Association of Public School Employees affiliated with AFSCME/AFL-CIO and its Local #617 (hereinafter called "OAPSE"), as the exclusive bargaining representative for all classified employees including full time and regular• short hour employees, employed in the following classifications:

1. CUSTODIAL
2. TRANSPORTATION
3. MAINTENANCE
4. TECHNOLOGY

B. INCLUSIONS AND EXCLUSIONS

Employees in Supervisory or other exempt positions and those in the unit represented by OAPSE Local #102 are excluded from the bargaining unit.

C. DURATION

The recognition shall be July 1, 2025, until midnight June 30, 2028, and shall continue uninterrupted unless and until a new bargaining agent is certified or the Union is decertified pursuant to the provisions of Chapter 4117 of the Ohio Revised Code.

ARTICLE 2 - UNION RIGHTS

A. UNION DUES AND LOCAL DUES

1. The Board will deduct from the pay of each employee, who so authorizes it to do so, the required amount of fees for the payment of dues of the bargaining unit on a monthly basis.

2. Payroll deductions shall be continuous. In order to withdraw membership from the Union, an employee must execute and deliver a written withdrawal request in accordance with the procedure listed on the membership application signed by the employee; a copy of such procedure shall be provided to the Board Treasurer/CEO. To the extent allowable by law, dues deduction authorization may not be revoked at any other time or in any other manner except as provided in the OAPSE membership application signed by the employee.

3. OAPSE will notify the school district Treasurer/CFO when the dues deduction authorization is properly withdrawn by the employee.

4. The Board agrees not to honor any membership dues deduction from members of the unit in favor of any other labor organization during the life of the agreement.

5. All dues shall be deducted monthly. All state dues shall be forwarded to the Treasurer of the State Union. Union dues shall be deducted by payroll deduction and forwarded to the local Treasurer.

6. The Board shall provide the Treasurer of Local 617 a list of all dues paying members on a monthly basis; a list of new bargaining unit members; a list of bargaining unit members returning from leaves of absence; and a list of employees who terminate employment.

7. Subject to the above, Local #617 agrees to hold the Board harmless and to defend the Board in any suit, claim or administrative proceeding arising out of or connected with the imposition, determination or collection of dues, to indemnify and defend the Board for any liability imposed on it as a result of any such suit, claim or administrative proceeding. (The Union shall select a qualified competent attorney.) Such indemnification and defense shall not extend to claims against the Board for discrimination on the basis of race, sex or national origin or because of clerical or other errors by Board employees. For purposes of this Section, the term "Board" includes the Board of Education of the Cleveland Heights-University Heights City School District, its members, the Treasurer/CFO, Superintendent and all members of the administrative staff. Should this indemnification agreement be found invalid or void by any court, the entire Article 2, Section A may be reopened for negotiations by request of either party.

B. OTHER VOLUNTARY DEDUCTIONS

The Board agrees to make payroll deductions for P.E.O.P.L.E. (Public Employees Organized to Promote Legislative Equality) with proper authorization from the employee.

C. UNION REPRESENTATION & RIGHTS

1. The President of OAPSE shall have the following rights in addition to the rights contained in any other portion of this Agreement:

   a. The right to receive on request, prior to each Board meeting, the Board agenda and Superintendent's comments attached for public distribution. Copies of Board meeting minutes will be made available on the District's website.

   b. The Board shall provide the OAPSE Local President and Treasurer with information affecting the employment status of any employee in the bargaining unit such as termination, employment, reclassification and building assignments.

   c. The right to receive timely notice of all:

      a. Hires
      b. Transfers
      c. Resignations
      d. Promotions and Demotions

2. During the on-boarding process with Human Resources, the newly hired employee will be provided with a link to the collective bargaining agreement and with contact information for the Union President and Vice President. The Union President will be provided with contact information for the newly hired employee(s). Two designated officers of the Union shall have an opportunity to meet with newly hired employees eligible for membership in Local 617 outside of their paid work hours.

D. BULLETIN BOARD

Each school shall provide adequate space on the present bulletin board for OAPSE materials for the purpose of communications with the bargaining unit. This shall not be interpreted to exclude others from the use of the bulletin board, but their use shall not deprive OAPSE of the exclusive use of the space reserved for OAPSE.

E. UNION INPUT INTO NEW CLASSIFICATIONS CREATED BY THE BOARD

When the Board of Education intends to create a new classification within the bargaining unit, the salary range will be negotiated with the Union. The job description will be collaboratively developed.

F. NOTIFICATION OF REASSIGNMENT OR TEMPORARY POSITION

Except in emergencies, the employee and the President of the Union shall be notified in advance of employee reassignment to a temporary position. The employee, Local President and Director of Business and Operations, as necessary, shall meet to discuss the positions as outlined in Article 5, Section E.

G. UNION ACTIVITIES — AUTHORIZED DELEGATES

1. The President of the bargaining unit, Vice President, and/or Grievance Chairperson shall be allowed not more than a total of six (6) hours per week of released time, if necessary, but shall first get the approval of the administrative supervisor, which approval shall be given unless the immediate demands of the job prevent it at the time requested in the opinion of the administrative supervisor.

   In the event time, in addition to the six (6) hours provided for herein is required, requests for such additional time, with the reason for the request shall be submitted to the Director of Business and Operations who shall have the authority to approve such additional time as is necessary.

2. Authorized delegates of the bargaining unit to a maximum of four (4) shall be permitted to attend their State Convention for a maximum of three (3) days at their own expense but without loss of pay. Applications shall be made according to regulations for professional leave.

3. Authorized delegates of the bargaining unit to a maximum of six (6) shall be permitted to attend their District Conference for one (1) day at their own expense but without loss of pay. Applications shall be made according to regulations for professional leave.

4. Salary deductions for absence not covered by regulations for leave shall be determined on a per diem basis by dividing the annual contract salary by the number of contract days.

5. Union orientation: The Local #617 President or Vice President has the right to meet once with any new employee during their first year of employment for a period of up to 30 minutes during the new employee's lunch period, break time, and/or before or after work hours, for the purpose of discussing union business. The President or Vice President shall first get the approval of the administrative supervisor, which approval shall be given unless the immediate demands of the job prevent it at the time requested in the opinion of the administrative supervisor. If the meeting with any new employee is during the President or Vice President's work hours, release time per Article 2.G. shall be used/documented; if the meeting is outside such work hours, the time shall be unpaid.

ARTICLE 3 - NON-DISCRIMINATION

A. DISCRIMINATION PROHIBITED

No employee in the bargaining unit shall be unlawfully discriminated against because of race, color, national origin, religion, age, sex or disability.

B. NO DISCRIMINATION ON ACCOUNT OF OAPSE ACTIVITY

Neither the Board nor OAPSE shall interfere with, intimidate, restrain, coerce or discriminate against any employee because of the exercise of rights to engage or not to engage in OAPSE activity.

ARTICLE 4 - NEGOTIATION PROCEDURE

A. NEGOTIATING MEETINGS

Negotiating meetings shall be scheduled so as not to interfere with normal school schedules. Release time will be granted for meetings scheduled during work hours for all negotiating members.

B. SUBMISSION OF ISSUES

An agenda of basic issues proposed for the negotiations shall be submitted not earlier than three and one-half (3-1/2) months prior to the termination date of any agreement in force, in writing by the Union to the Superintendent, or his/her designated representative, or by the Superintendent to the President of the Union, or his/her designated representative.

C. RIGHTS OF INDIVIDUALS

Individuals shall be given the opportunity to express their views to the Board at any scheduled meeting by the Board in accordance with Board policy, provided that negotiations shall be conducted only with the Union.

D. NEGOTIATING TEAMS

The Board and the Union shall be represented at all negotiation meetings by a team of negotiators not to exceed four (4), no less than three (3) members each. Neither party in any negotiations shall have any control over the selection of the negotiation or bargaining representatives of the other party. While no final agreement shall be executed without ratification by the Union and the Board, the parties mutually pledge that their representatives will be clothed with necessary power and authority to make proposals, to consider proposals, and to make concessions in the course of negotiations. All negotiations shall be conducted exclusively between said teams. In addition to said teams, each party shall be authorized to admit no more than two observers to each meeting. Such observers shall be without the right to speak or to otherwise comment to either party.

E. NEGOTIATING MEETINGS

Upon receipt of a written request for a meeting, either party will have five (5) days to reply to the request. Within ten (10) days after receipt of the reply, both parties involved will establish a mutually agreeable site, date and time for the meeting. The meeting shall not be scheduled, however, earlier than three and one half (3-1/2) months prior to the termination date of any existing agreement.

All days referred to herein (Article 4) shall be construed as school days so designated in the calendar adopted by the Board of Education.

Once the meeting date, time and place have been established by both parties, the following procedure will be used:

F. NEGOTIATION MEETINGS

In the first meeting, the Union and the Board will exchange their written proposals and give an explanation. The second meeting will be scheduled to give each party sufficient time, however, not to exceed a reasonable time from the previous meeting, to return with its proposals, its counterproposals, and its rejection of proposals and to render an explanation of these. Subsequent meetings will be used to negotiate the proposals until a tentative agreement is reached. The scheduling of these meetings also will be determined through mutual consideration, however, not to exceed a reasonable time from the previous meeting. Except where mutually agreed upon, additional items shall not be submitted after the third meeting.

Each team shall bargain in good faith, and no meeting shall end expiring agreement without the scheduling of the next meeting.

Each meeting will be held in executive session. All provisions of the expiring agreement which are not specifically altered, modified, changed or deleted shall be a part of the successor agreement.

G. CAUCUS

Upon the request of either party, the negotiation meeting shall be recessed to permit the requesting party a reasonable period mutually agreed upon to caucus.

H. EXCHANGE OF INFORMATION

Copies of any and all public records deemed to be relevant to negotiations, or reasonably necessary for the proper enforcement of the terms of these policies, shall be made available by the Board to OAPSE upon its request. Requests for such records shall be directed to the Superintendent or the Treasurer/CFO and they or administrative personnel designated by them shall be responsible for the furnishing of such records. The Board and the Union will incur no special expense in providing such information to the other party.

I. CONSULTANTS

Either team may call upon a competent professional during negotiation sessions.

Each team is privileged to call upon consultants or those resource people necessary to present its case. No more than one consultant may be permitted to address the negotiators at one time.

J. PROGRESS REPORTS

The Union retains the right to issue general reports to its membership on the progress of negotiations.

K. AGREEMENT

When agreement is reached through negotiations, the understanding of the parties shall be reduced to writing and submitted to the Union for ratification and then to the Board of Education for formal approval. If agreement is reached among negotiators, the Union negotiators agree to recommend ratification, and the Board negotiators agree to recommend approval by the Board of Education. When approved in accordance with the provisions of this section, the agreement shall be signed by both parties and shall become a part of the official minutes of the Board. All negotiations must be completed within ninety (90) days of the first meeting or by a date mutually agreed upon by the Board and the Union. In case the contract is mutually extended, and negotiations have not been completed by the expiration date, then wage increases agreed upon will become retroactive to the beginning date of the new contract. The new agreement shall be binding on both parties.

L. IMPASSE

If agreement is not reached by thirty (30) days prior to the expiration of the agreement, either party may request that the Federal Mediation and Conciliation Service (hereinafter "FMCS") provide a mediator to assist the parties. The mediator shall serve fifteen (15) days unless mutually extended by the parties. If deemed appropriate by the mediator, the mediator may make a recommendation for settlement. The negotiating procedure set forth in this Article supersedes and takes precedence over any inconsistent time limits or procedure set forth in Section 4117.14 of the Ohio Revised Code, which statutory time limits and procedure are hereby mutually waived. Mediation constitutes the parties mutually agreed upon final and exclusive dispute settlement procedures set forth in Section 4117.14 of the Ohio Revised Code. This Article does not diminish or preclude the legal right to strike, provided that the procedures herein have been followed, mediation has been attempted, the collective bargaining agreement has expired, and the Union has given the Board and the State Employment Relations Board a ten day prior written notice of intent to strike.

In the event FMCS no longer provides mediation services, the parties may mutually agree on the use of another entity and/or service. The parties agree to equally share

all costs associated with those entities and/or services for mediation. Such mediation will be pursuant to mutually agreed upon rules. If the parties cannot agree on an entity for mediation, the American Arbitration Association ("AAA") and their accompanying rules shall be utilized

M. PRINTING OF AGREEMENT

The Board will print the Agreement and provide one copy to each members of the bargaining unit. The format of the publication shall be determined in conference with the OAPSE negotiators.

ARTICLE 5 - EMPLOYMENT PRACTICES

A. PERSONNEL FILES

1. The Human Resources Department shall maintain the official employee files at the Board of Education Building. No other employee file shall be considered to exist for purposes of documentation in all official matters, transfers, assignments, evaluations, grievances, or any other matters concerning the employee.

   Materials retained in files, other than the official file, shall not be considered as official.

   No material pertaining to an employee's service, conduct, character or personality shall be placed in the file, unless the employee has had an opportunity to read, initial, and date such material.

2. The employee shall acknowledge having read material by putting his/her name and the date when read on it. The signature indicates only that the employee has read the material, not that he/she is in agreement with its content. If the employee refuses to so acknowledge the reading, this fact shall be noted on the record along with the date of the reading.

3. The employee has the right to respond to any material filed and to have this response attached to the file copy if such response is provided within twenty (20) days of the employee's signature on such document.

4. Upon request, and between the hours of 8:15 a.m. and 4:00 p.m., the employee shall be permitted immediately to examine his/her file. To reproduce any material in the file, the employee must give a twenty-four (24) hour notice.

5. Any employee may request the removal of disciplinary personnel actions from his/her personnel file after three (3) years of good behavior as demonstrated by a lack of any such disciplinary personnel actions during the most recent three (3) years. Such a request meeting the above requirements as indicated immediately above shall be honored.

B. HEALTH EXAMINATION

1. Good health as evidenced by a medical examination at the employee's expense at the time of entry to employment is a condition of employment.

2. A health examination may be required of any employee when deemed advisable by the administration. The employee shall be informed of the health concern and advised of his/her rights to Union representation. Such examination shall be at the Board of Education expense except that such cost shall not include any items covered by the Comprehensive Major Medical Plan. The employee shall, in writing, authorize the examining physician to release the complete results of the examinations to the Human Resources Department. If an employee should choose to have the examination made by a qualified examiner other than the one designated by the Board, the examinations shall be at the employee's expense. The employee is required to complete a HIPAA compliant authorization to allow the physician's medical report(s) to be released to the Board. Results and reports of all examinations are required to be part of the confidential personnel records in the Human Resources Department.

3. All bus drivers, yearly, by medical examination, shall furnish evidence that they are physically fit to perform their assigned duty. Such examination shall be performed by the Board appointed doctor. If the Board appointed doctor requires an additional examination by another doctor, expenses shall be incurred by the Board. The employee is required to complete a HIPAA compliant authorization to allow the physician's medical report(s) to be released to the Board.

C. RESPONSIBILITIES OF THE EMPLOYEES

1. Each employee is responsible to the Superintendent for compliance with the policies, rules and regulations of the Board, through the administrative officer in charge of the area of his/her employment. In addition, each employee must comply with any administrative regulations, and with the educational philosophy and programs of the Board. All Board policies will be made available to the President of OAPSE.

2. The Board and Union recognize the importance of a collaborative effort in maintaining a safe and effective School District. Teamwork with its employees is essential in providing this District with the best service. With such beliefs, the Union and Board of Education support the development of mutually agreed upon committees to address issues pertaining to the maintenance and operations of our buildings, equipment, and transportation of students. In all cases, the committees shall take into account State and Federal Law, Board of Education policy, the collective bargaining agreement and availability of funds.

3. Each employee will be provided a copy of the Contract.

D. PROBATIONARY PERIOD

1. New Employee

All new employees shall serve a probationary period for the first ninety (90) work days of their employment. The Board or designee may extend the 90-day probationary period for up to an additional twenty-five (25) work days (total of one hundred and fifteen (115) work days). The Superintendent or designee may discharge a probationary employee at any time during the ninety (90) – to 115 – work day probationary period. The Board retains the sole right to discipline or terminate a probationary employee as necessary and this discipline or termination shall not be subject to the grievance procedure contained in this Agreement.

Except where provided for in this Agreement, a probationary employee shall receive the benefit of all provisions of this Agreement in accordance with the terms of the specific provisions, except the employee shall not have recourse to the grievance procedure for cases of probationary discharge or discipline. A probationary employee cannot bid.

In the event a probationary employee is discharged, the Local President and employee shall receive a copy of the notice of discharge.

2. Promoted Employee

An employee who is promoted to another job classification shall serve a probationary period of 45 working days. A probationary employee cannot bid.

Employees who accept a promotional position to another classification, and subsequently do not satisfactorily perform in or adjust to the new position during their probationary period, will be returned by the Board to their previous classification and shall be paid at the rate of pay for the previous classification. If the employee elects not to finish the promotional probationary period within the first twenty (20) working days, he/she has the right to return to his/her previous job classification and shall be paid at the rate of pay for the previous classification.

When the Board is returning an employee to the prior position, the Superintendent or designee shall meet with the employee to discuss the reason for the decision. The Local President and the employee shall receive a copy of the notice of return to the prior classification. Upon return to the prior classification, the employee shall resume the rate of pay in that classification and continue with seniority unbroken by the temporary position.

E. POSITIONS

1. New Hires

The President of the Union and the Local Treasurer shall be provided with written notification of any newly hired personnel who fall under the jurisdiction of this agreement.

2. Permanent Position Reassignments

All notifications of reassignments will be provided, in writing, to both the employee and the President of the Union. No employee shall be permanently reassigned without a meeting prior to the reassignment. The President of the Union may be present at such a meeting.

Any employee who desires a transfer may apply to do so through the job posting procedure when a job opening within the bargaining unit occurs.

3. Temporary Positions

If duties are required of an employee in a work area or assignment not normally assigned for a period of less than thirty (30) days, this assignment shall be considered to be temporary.

Should an employee be required to work in the temporary position for a period in excess of thirty (30) days, the Director of Business and Operations and the President of the Local shall meet, discuss and agree to a mutually acceptable extension of the temporary period.

Employees considered for temporary positions may request a meeting with the Director of Business and Operations or his designee prior to such a position change. The President of the Union may be present at such a meeting.

4. Ten-Month Employment

Ten-month employment is to be interpreted as starting on Monday of the week before school opens and ending on the Friday a week after school closes in June. This employment consists of five (5) days per week of specified hours with official school vacations allowed except as otherwise designated for particular classifications of employees. Salaries are prorated for less service as approved by the Superintendent.

F. JOB DESCRIPTION

When a revised job description is developed by the Board for an existing classification, the Board shall seek input from the Union President.

ARTICLE 6 - COMPENSATION

A. SALARY AND WAGES

The following salary schedules indicating hourly rates, are effective as of July 1, 2025, shall increase by 3.25 %. A full experience step shall be implemented July 1, 2025, for eligible bargaining unit members.

Effective July 1, 2026, hourly rates shall increase by 3.25 ~~2~~%. A full experience step shall be implemented July 1, 2026, for eligible bargaining unit members.

Effective July 1, 2027, hourly rates shall increase by 3.25 ~~2~~%. A full experience step shall be implemented July 1, 2027, for eligible bargaining unit members.

For employees whose schedules align with the school year, any increases will take effect with the first work day of the applicable school year.

Upon ratification of this Agreement (Agreement effective July 1, 2025) by both the Board of Education and the Union, each full-time bargaining unit member actively employed by the District as of the date of ratification by both parties shall receive a one-time, non-recurring stipend in the amount of seven hundred and fifty dollars ($750), and each part-time bargaining unit member actively employed by the District as of the date of ratification by both parties shall receive a one-time, non-recurring stipend in the amount of four hundred dollars ($400). This stipend shall be subject to all applicable taxes and withholdings and shall not be added to the employee's base salary. For purposes of this paragraph, full-time shall include employees scheduled to work five hours or more per day, five days per week. Part-time employees shall include employees scheduled to work less than five hours per day, five days per week.

If an employees are in two unions subject to a stipend for the contract effective July 1, 2025, the employee shall be eligible for only one union's stipend (whichever value is highest).

Contract Year

Fifty-two (52) weeks at forty (40) hours per week.

School Building Classification

a. High School
b. Middle School(s)
c. Canterbury, Gearity, Noble, Oxford, and Roxboro Elementary
d. Boulevard, Fairfax and Delisle Educational Options Center

B. HOURLY SCHOOL BUS DRIVER SCHEDULE

Effective 7/1/2025	
Step	**3.25%**
1	$20.55
2	$21.16
3	$21.94
4	$23.01
5	$24.02
6	$25.38
7	$26.75
8	$27.69
9	$27.69
10	$27.69
11	$27.69
12	$27.69
13	$27.69
14	$27.69
Year 15	$27.99
Year 16	$27.99
Year 17	$27.99
Year 18	$27.99
Year 19	$27.99
Year 20	$28.16

Effective 7/1/2026	
Step	**3.25%**
1	$21.21
2	$21.84
3	$22.65
4	$23.76
5	$24.80
6	$26.20
7	$27.62
8	$28.59
9	$28.59
10	$28.59
11	$28.59
12	$28.59
13	$28.59
14	$28.59
Year 15	$28.90

Year 16	$28.90
Year 17	$28.90
Year 18	$28.90
Year 19	$28.90
Year 20	$29.07

Effective 7/1/2027	
Step	**3.25%**
1	$21.90
2	$22.55
3	$23.39
4	$24.53
5	$25.60
6	$27.06
7	$28.52
8	$29.52
9	$29.52
10	$29.52
11	$29.52
12	$29.52
13	$29.52
14	$29.52
Year 15	$29.84
Year 16	$29.84
Year 17	$29.84
Year 18	$29.84
Year 19	$29.84
Year 20	$30.02

C. HOURLY SCHOOL BUS AIDE SCHEDULE

Effective 7/1/2025	
Step	**3.25%**
1	$16.78
2	$17.33
3	$17.82
4	$18.26
5	$18.73
6	$19.19

Effective 7/1/2026	
Step	**3.25%**
1	$17.32
2	$17.89
3	$18.40
4	$18.86
5	$19.34
6	$19.82

Effective 7/1/2027	
Step	**3.25%**
1	$17.89
2	$18.47
3	$19.00
4	$19.47
5	$19.97
6	$20.46

Cleveland Heights - University Heights City School District OAPSE 617 Salary & Wage Schedules

July 1, 2025	3.25%	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
1	Head Custodian High School	$30.65	$31.39	$32.54	$33.16	$33.16	$33.16	$33.16	$33.62	$33.62	$33.62	$33.62	$33.62	$33.62	$33.62	$33.95	$33.95	$33.95	$33.95	$33.95	$34.21
3	Head Custodian-Grade II	$28.88	$29.96	$30.75	$31.45	$31.45	$31.45	$31.45	$32.28	$32.28	$32.28	$32.28	$32.28	$32.28	$32.28	$32.62	$32.62	$32.62	$32.62	$32.62	$32.79
4	Asst. Head Custodian High School	$28.29	$29.20	$30.17	$31.19	$31.19	$31.19	$31.19	$31.63	$31.63	$31.63	$31.63	$31.63	$31.63	$31.63	$32.20	$32.20	$32.20	$32.20	$32.20	$32.41
5	Head Custodian-Grade III	$27.86	$28.68	$29.77	$30.81	$30.81	$30.81	$30.81	$31.32	$31.32	$31.32	$31.32	$31.32	$31.32	$31.32	$31.57	$31.57	$31.57	$31.57	$31.57	$31.94
6	Head Custodian-Grade IV	$27.39	$28.23	$29.35	$30.41	$30.41	$30.41	$30.41	$30.87	$30.87	$30.87	$30.87	$30.87	$30.87	$30.87	$31.19	$31.19	$31.19	$31.19	$31.19	$31.57
a	Skilled Laborer	$22.63	$23.34	$23.92	$24.82	$24.82	$24.82	$24.82	$26.10	$26.10	$26.10	$26.10	$26.10	$26.10	$26.10	$26.35	$26.35	$26.35	$26.35	$26.35	$26.74
b.	Truck Driver	$23.86	$24.57	$25.28	$26.74	$26.74	$26.74	$26.74	$27.07	$27.07	$27.07	$27.07	$27.07	$27.07	$27.07	$27.45	$27.45	$27.45	$27.45	$27.45	$27.86
c	*Intra-District Mail Driver	$24.93	$25.85	$26.63	$27.79	$27.79	$27.79	$27.79	$28.29	$28.29	$28.29	$28.29	$28.29	$28.29	$28.29	$28.62	$28.62	$28.62	$28.62	$28.62	$28.88
d.	Equipment Operator	$24.50	$25.28	$26.10	$27.25	$27.25	$27.25	$27.25	$27.86	$27.86	$27.86	$27.86	$27.86	$27.86	$27.86	$28.02	$28.02	$28.02	$28.02	$28.02	$28.48
e	* Assistant Custodian- High School	$25.22	$25.92	$26.74	$27.92	$27.92	$27.92	$27.92	$28.54	$28.54	$28.54	$28.54	$28.54	$28.54	$28.54	$28.74	$28.74	$28.74	$28.74	$28.74	$29.20
f.	Assistant Custodian- BOE Wiley Complex	$24.93	$25.85	$26.63	$27.79	$27.79	$27.79	$27.79	$28.29	$28.29	$28.29	$28.29	$28.29	$28.29	$28.29	$28.62	$28.62	$28.62	$28.62	$28.62	$28.88
g.	Assistant Custodian	$24.82	$25.47	$26.35	$27.59	$27.59	$27.59	$27.59	$28.02	$28.02	$28.02	$28.02	$28.02	$28.02	$28.02	$28.48	$28.48	$28.48	$28.48	$28.48	$28.68
h.	Asst. Custodian Blvd, Fair, Taylor	$23.64	$24.28	$25.15	$25.98	$25.98	$25.98	$25.98	$26.35	$26.35	$26.35	$26.35	$26.35	$26.35	$26.35	$26.68	$26.68	$26.68	$26.68	$26.68	$26.93
i.	Storekeeper	$25.52	$26.58	$27.25	$28.48	$28.48	$28.48	$28.48	$29.15	$29.15	$29.15	$29.15	$29.15	$29.15	$29.15	$29.45	$29.45	$29.45	$29.45	$29.45	$29.77
j.	Tradesperson Helper	$24.06	$24.75	$25.47	$26.82	$26.82	$26.82	$26.82	$27.25	$27.25	$27.25	$27.25	$27.25	$27.25	$27.25	$27.59	$27.59	$27.59	$27.59	$27.59	$27.92
k.	Utility Tradesperson	$26.63	$27.45	$28.23	$29.52	$29.52	$29.52	$29.52	$30.03	$30.03	$30.03	$30.03	$30.03	$30.03	$30.03	$30.41	$30.41	$30.41	$30.41	$30.41	$30.65
l.	Tradesperson	$29.20	$30.03	$30.81	$32.54	$32.54	$32.54	$32.54	$33.16	$33.16	$33.16	$33.16	$33.16	$33.16	$33.16	$33.37	$33.37	$33.37	$33.37	$33.37	$33.62
m.	Electronic Specialist	$31.69	$32.62	$33.37	$35.13	$35.13	$35.13	$35.13	$35.75	$35.75	$35.75	$35.75	$35.75	$35.75	$35.75	$36.01	$36.01	$36.01	$36.01	$36.01	$36.26
n.	IT Support Specialist	$31.69	$32.62	$33.37	$35.13	$35.13	$35.13	$35.13	$35.75	$35.75	$35.75	$35.75	$35.75	$35.75	$35.75	$36.01	$36.01	$36.01	$36.01	$36.01	$36.26
o.	Technology Infrastructure Specialist	$36.26	$37.29	$38.52	$40.06	$40.06	$40.06	$40.06	$40.57	$40.57	$40.57	$40.57	$40.57	$40.57	$40.57	$40.97	$40.97	$40.97	$40.97	$40.97	$41.34
p.	IT Support Technician	$24.06	$24.75	$25.47	$26.80	$26.80	$26.80	$26.80	$27.25	$27.25	$27.25	$27.25	$27.25	$27.25	$27.25	$27.59	$27.59	$27.59	$27.59	$27.59	$27.92
q.	Media	$29.20	$30.03	$30.81	$32.54	$32.54	$32.54	$32.54	$33.16	$33.16	$33.16	$33.16	$33.16	$33.16	$33.16	$33.37	$33.37	$33.37	$33.37	$33.37	$33.62
r.	Information Technology Assistant	$24.06	$24.75	$25.47	$26.80	$26.80	$26.80	$26.80	$27.25	$27.25	$27.25	$27.25	$27.25	$27.25	$27.25	$27.59	$27.59	$27.59	$27.59	$27.59	$27.92
s.	Transportation Router	$29.20	$30.03	$30.81	$32.54	$32.54	$32.54	$32.54	$33.16	$33.16	$33.16	$33.16	$33.16	$33.16	$33.16	$33.37	$33.37	$33.37	$33.37	$33.37	$33.62

7/1/2026	3.25%	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
1	Head Custodian High School	$31.65	$32.41	$33.60	$34.24	$34.24	$34.24	$34.24	$34.71	$34.71	$34.71	$34.71	$34.71	$34.71	$34.71	$35.05	$35.05	$35.05	$35.05	$35.05	$35.32
3	Head Custodian-Grade II	$29.82	$30.94	$31.75	$32.47	$32.47	$32.47	$32.47	$33.32	$33.32	$33.32	$33.32	$33.32	$33.32	$33.32	$33.68	$33.68	$33.68	$33.68	$33.68	$33.86
4	Asst. Head Custodian High School	$29.21	$30.15	$31.15	$32.21	$32.21	$32.21	$32.21	$32.65	$32.65	$32.65	$32.65	$32.65	$32.65	$32.65	$33.25	$33.25	$33.25	$33.25	$33.25	$33.46
5	Head Custodian-Grade III	$28.76	$29.62	$30.73	$31.81	$31.81	$31.81	$31.81	$32.33	$32.33	$32.33	$32.33	$32.33	$32.33	$32.33	$32.60	$32.60	$32.60	$32.60	$32.60	$32.97
6	Head Custodian-Grade IV	$28.28	$29.15	$30.31	$31.40	$31.40	$31.40	$31.40	$31.88	$31.88	$31.88	$31.88	$31.88	$31.88	$31.88	$32.21	$32.21	$32.21	$32.21	$32.21	$32.60
a	Skilled Laborer	$23.37	$24.10	$24.70	$25.63	$25.63	$25.63	$25.63	$26.95	$26.95	$26.95	$26.95	$26.95	$26.95	$26.95	$27.21	$27.21	$27.21	$27.21	$27.21	$27.61
b.	Truck Driver	$24.64	$25.37	$26.10	$27.61	$27.61	$27.61	$27.61	$27.95	$27.95	$27.95	$27.95	$27.95	$27.95	$27.95	$28.35	$28.35	$28.35	$28.35	$28.35	$28.76
c	*Intra-District Mail Driver	$25.75	$26.69	$27.49	$28.70	$28.70	$28.70	$28.70	$29.21	$29.21	$29.21	$29.21	$29.21	$29.21	$29.21	$29.55	$29.55	$29.55	$29.55	$29.55	$29.82
d.	Equipment Operator	$25.30	$26.10	$26.95	$28.13	$28.13	$28.13	$28.13	$28.76	$28.76	$28.76	$28.76	$28.76	$28.76	$28.76	$28.93	$28.93	$28.93	$28.93	$28.93	$29.40
e	* Assistant Custodian- High School	$26.04	$26.76	$27.61	$28.83	$28.83	$28.83	$28.83	$29.47	$29.47	$29.47	$29.47	$29.47	$29.47	$29.47	$29.68	$29.68	$29.68	$29.68	$29.68	$30.15
f.	Assistant Custodian- BOE Wiley Complex	$25.75	$26.69	$27.49	$28.70	$28.70	$28.70	$28.70	$29.21	$29.21	$29.21	$29.21	$29.21	$29.21	$29.21	$29.55	$29.55	$29.55	$29.55	$29.55	$29.82
g.	Assistant Custodian	$25.63	$26.30	$27.21	$28.49	$28.49	$28.49	$28.49	$28.93	$28.93	$28.93	$28.93	$28.93	$28.93	$28.93	$29.40	$29.40	$29.40	$29.40	$29.40	$29.62
h.	Asst. Custodian Blvd, Fair, Taylor	$24.41	$25.07	$25.97	$26.82	$26.82	$26.82	$26.82	$27.21	$27.21	$27.21	$27.21	$27.21	$27.21	$27.21	$27.55	$27.55	$27.55	$27.55	$27.55	$27.80
i.	Storekeeper	$26.35	$27.44	$28.13	$29.40	$29.40	$29.40	$29.40	$30.09	$30.09	$30.09	$30.09	$30.09	$30.09	$30.09	$30.40	$30.40	$30.40	$30.40	$30.40	$30.73
j.	Tradesperson Helper	$24.84	$25.55	$26.30	$27.70	$27.70	$27.70	$27.70	$28.13	$28.13	$28.13	$28.13	$28.13	$28.13	$28.13	$28.49	$28.49	$28.49	$28.49	$28.49	$28.83
k.	Utility Tradesperson	$27.49	$28.35	$29.15	$30.48	$30.48	$30.48	$30.48	$31.00	$31.00	$31.00	$31.00	$31.00	$31.00	$31.00	$31.40	$31.40	$31.40	$31.40	$31.40	$31.65
l.	Tradesperson	$30.15	$31.00	$31.81	$33.60	$33.60	$33.60	$33.60	$34.24	$34.24	$34.24	$34.24	$34.24	$34.24	$34.24	$34.45	$34.45	$34.45	$34.45	$34.45	$34.71
m.	Electronic Specialist	$32.72	$33.68	$34.45	$36.27	$36.27	$36.27	$36.27	$36.91	$36.91	$36.91	$36.91	$36.91	$36.91	$36.91	$37.18	$37.18	$37.18	$37.18	$37.18	$37.44
n.	IT Support Specialist	$32.72	$33.68	$34.45	$36.27	$36.27	$36.27	$36.27	$36.91	$36.91	$36.91	$36.91	$36.91	$36.91	$36.91	$37.18	$37.18	$37.18	$37.18	$37.18	$37.44
o.	Technology Infrastructure Specialist	$37.44	$38.51	$39.77	$41.36	$41.36	$41.36	$41.36	$41.89	$41.89	$41.89	$41.89	$41.89	$41.89	$41.89	$42.30	$42.30	$42.30	$42.30	$42.30	$42.68
p.	IT Support Technician	$24.84	$25.55	$26.30	$27.67	$27.67	$27.67	$27.67	$28.13	$28.13	$28.13	$28.13	$28.13	$28.13	$28.13	$28.49	$28.49	$28.49	$28.49	$28.49	$28.83
q.	Media	$30.15	$31.00	$31.81	$33.60	$33.60	$33.60	$33.60	$34.24	$34.24	$34.24	$34.24	$34.24	$34.24	$34.24	$34.45	$34.45	$34.45	$34.45	$34.45	$34.71
r.	Information Technology Assistant	$24.84	$25.55	$26.30	$27.67	$27.67	$27.67	$27.67	$28.13	$28.13	$28.13	$28.13	$28.13	$28.13	$28.13	$28.49	$28.49	$28.49	$28.49	$28.49	$28.83
s.	Transportation Router	$30.15	$31.00	$31.81	$33.60	$33.60	$33.60	$33.60	$34.24	$34.24	$34.24	$34.24	$34.24	$34.24	$34.24	$34.45	$34.45	$34.45	$34.45	$34.45	$34.71

7/1/2027	3.25%	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
1	Head Custodian High School	$32.68	$33.46	$34.69	$35.35	$35.35	$35.35	$35.35	$35.84	$35.84	$35.84	$35.84	$35.84	$35.84	$35.84	$36.19	$36.19	$36.19	$36.19	$36.19	$36.47
3	Head Custodian-Grade II	$30.79	$31.94	$32.78	$33.53	$33.53	$33.53	$33.53	$34.41	$34.41	$34.41	$34.41	$34.41	$34.41	$34.41	$34.77	$34.77	$34.77	$34.77	$34.77	$34.96
4	Asst. Head Custodian High School	$30.16	$31.13	$32.16	$33.25	$33.25	$33.25	$33.25	$33.71	$33.71	$33.71	$33.71	$33.71	$33.71	$33.71	$34.33	$34.33	$34.33	$34.33	$34.33	$34.55
5	Head Custodian-Grade III	$29.70	$30.58	$31.73	$32.84	$32.84	$32.84	$32.84	$33.38	$33.38	$33.38	$33.38	$33.38	$33.38	$33.38	$33.66	$33.66	$33.66	$33.66	$33.66	$34.04
6	Head Custodian-Grade IV	$29.20	$30.09	$31.29	$32.42	$32.42	$32.42	$32.42	$32.91	$32.91	$32.91	$32.91	$32.91	$32.91	$32.91	$33.25	$33.25	$33.25	$33.25	$33.25	$33.66
a	Skilled Laborer	$24.13	$24.89	$25.50	$26.46	$26.46	$26.46	$26.46	$27.83	$27.83	$27.83	$27.83	$27.83	$27.83	$27.83	$28.09	$28.09	$28.09	$28.09	$28.09	$28.51
b.	Truck Driver	$25.44	$26.20	$26.95	$28.51	$28.51	$28.51	$28.51	$28.86	$28.86	$28.86	$28.86	$28.86	$28.86	$28.86	$29.27	$29.27	$29.27	$29.27	$29.27	$29.70
c	*Intra-District Mail Driver	$26.58	$27.56	$28.39	$29.63	$29.63	$29.63	$29.63	$30.16	$30.16	$30.16	$30.16	$30.16	$30.16	$30.16	$30.51	$30.51	$30.51	$30.51	$30.51	$30.79
d.	Equipment Operator	$26.12	$26.95	$27.83	$29.05	$29.05	$29.05	$29.05	$29.70	$29.70	$29.70	$29.70	$29.70	$29.70	$29.70	$29.87	$29.87	$29.87	$29.87	$29.87	$30.36
e	* Assistant Custodian- High School	$26.89	$27.63	$28.51	$29.76	$29.76	$29.76	$29.76	$30.42	$30.42	$30.42	$30.42	$30.42	$30.42	$30.42	$30.64	$30.64	$30.64	$30.64	$30.64	$31.13
f.	Assistant Custodian- BOE Wiley Complex	$26.58	$27.56	$28.39	$29.63	$29.63	$29.63	$29.63	$30.16	$30.16	$30.16	$30.16	$30.16	$30.16	$30.16	$30.51	$30.51	$30.51	$30.51	$30.51	$30.79
g.	Assistant Custodian	$26.46	$27.15	$28.09	$29.41	$29.41	$29.41	$29.41	$29.87	$29.87	$29.87	$29.87	$29.87	$29.87	$29.87	$30.36	$30.36	$30.36	$30.36	$30.36	$30.58
h.	Asst. Custodian Blvd, Fair, Taylor	$25.21	$25.89	$26.81	$27.69	$27.69	$27.69	$27.69	$28.09	$28.09	$28.09	$28.09	$28.09	$28.09	$28.09	$28.44	$28.44	$28.44	$28.44	$28.44	$28.71
i.	Storekeeper	$27.21	$28.33	$29.05	$30.36	$30.36	$30.36	$30.36	$31.07	$31.07	$31.07	$31.07	$31.07	$31.07	$31.07	$31.39	$31.39	$31.39	$31.39	$31.39	$31.73
j.	Tradesperson Helper	$25.65	$26.38	$27.15	$28.60	$28.60	$28.60	$28.60	$29.05	$29.05	$29.05	$29.05	$29.05	$29.05	$29.05	$29.41	$29.41	$29.41	$29.41	$29.41	$29.76
k.	Utility Tradesperson	$28.39	$29.27	$30.09	$31.47	$31.47	$31.47	$31.47	$32.01	$32.01	$32.01	$32.01	$32.01	$32.01	$32.01	$32.42	$32.42	$32.42	$32.42	$32.42	$32.68
l.	Tradesperson	$31.13	$32.01	$32.84	$34.69	$34.69	$34.69	$34.69	$35.35	$35.35	$35.35	$35.35	$35.35	$35.35	$35.35	$35.57	$35.57	$35.57	$35.57	$35.57	$35.84
m.	Electronic Specialist	$33.78	$34.77	$35.57	$37.45	$37.45	$37.45	$37.45	$38.11	$38.11	$38.11	$38.11	$38.11	$38.11	$38.11	$38.39	$38.39	$38.39	$38.39	$38.39	$38.66
n.	IT Support Specialist	$33.78	$34.77	$35.57	$37.45	$37.45	$37.45	$37.45	$38.11	$38.11	$38.11	$38.11	$38.11	$38.11	$38.11	$38.39	$38.39	$38.39	$38.39	$38.39	$38.66
o.	Technology Infrastructure Specialist	$38.66	$39.76	$41.07	$42.71	$42.71	$42.71	$42.71	$43.25	$43.25	$43.25	$43.25	$43.25	$43.25	$43.25	$43.68	$43.68	$43.68	$43.68	$43.68	$44.07
p.	IT Support Technician	$25.65	$26.38	$27.15	$28.57	$28.57	$28.57	$28.57	$29.05	$29.05	$29.05	$29.05	$29.05	$29.05	$29.05	$29.41	$29.41	$29.41	$29.41	$29.41	$29.76
q.	Media	$31.13	$32.01	$32.84	$34.69	$34.69	$34.69	$34.69	$35.35	$35.35	$35.35	$35.35	$35.35	$35.35	$35.35	$35.57	$35.57	$35.57	$35.57	$35.57	$35.84
r.	Information Technology Assistant	$25.65	$26.38	$27.15	$28.57	$28.57	$28.57	$28.57	$29.05	$29.05	$29.05	$29.05	$29.05	$29.05	$29.05	$29.41	$29.41	$29.41	$29.41	$29.41	$29.76
s.	Transportation Router	$31.13	$32.01	$32.84	$34.69	$34.69	$34.69	$34.69	$35.35	$35.35	$35.35	$35.35	$35.35	$35.35	$35.35	$35.57	$35.57	$35.57	$35.57	$35.57	$35.84

1. With the approval of the Superintendent, the Chief of Human Resources and Operations may, at his/her non-delegable discretion, evaluate past experience and determine placement on the salary schedule with the appropriate classification for new employees after completion of their probationary period.

2. Employees from other bargaining units who assume positions in the #617 bargaining unit become eligible for the yearly increases (7, 14, 19) upon completion of years worked within Local #617.

3. In the case of promotion from one classification, an employee shall be placed at the beginning step except where his/her current salary exceeds the current step, he/she shall be placed in the next step up, not to exceed the new classification maximum. At the completion of the probationary period the employee will be moved to the appropriate year increase.

4. Step progressions will be made based upon one year's experience, as defined in Section H per each step effective on July 1 of each year.

5. Transportation trainers shall receive $1.00 more an hour for all hours spent training school bus drivers.

6. Grounds employees assigned by the Administration to engage in the planning, preparation and mixing of concrete for District projects will receive $1.00 per hour premium pay adjustment for such duties.

D. RETIREMENT SEVERANCE PAY

An employee, at the time of retirement from active service with the Board, and with ten (10) or more years of qualifying service, shall be paid in cash for his/her unused sick leave credit on the following basis: one-fourth (1/4) of the value of his/her accrued, but unused, sick leave to a maximum of 1/4 of 320 days (80 days) plus one-eighth (1/8) of three hundred twenty one days through four hundred (321-400) days.

Such payment shall be based on the employee's rate of pay at the time of retirement or if the employee was retirement eligible under SERS at the time of the employee's death. In the event of a retirement eligible employee's death, the beneficiary shall be entitled to the employee's retirement severance pay at the rate specified above.

An employee shall send a written statement to the Chief of Human Resources and Operations indicating the employee's intent to retire and his/her desire to collect severance pay, if eligible.

E. PAYROLL

1. Payroll notifications shall be sent electronically to each employee's District e-mail address. Payroll notifications for all employees covered by this Agreement shall be made every two (2) weeks on Fridays.

2. All employees will receive their pay through Automatic Payroll Deposit.

F. PAID HOLIDAYS

1. All regular non-teaching school employees, whether salaried or compensated on an hourly or per diem basis, are entitled to a minimum of the following holidays for which they shall be paid their regular salary or their regular rate of pay provided each such employee is in pay status the day preceding and the day following such holidays: New Year's Eve, New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Juneteenth Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, Christmas Day, December 26th of each year. In addition to the aforementioned holidays, the Board of Education may declare any other day, except days approved for teachers' attendance at an educational meeting, as a holiday and shall pay all such regular non-teaching school employees, whether salaried or compensated on an hourly or per diem basis, their regular salary or their regular rate of pay provided such holiday falls during the normal work week of the employee. (O.R.C. 3319.087)

2. The Board has in the past recognized the following holidays:

   Rosh Hashanah
   Yom Kippur

3. If such days are, in the future declared as holidays, it will only be when the day falls on a school day. 3.When a holiday falls on a day which an employee is absent because of illness, the absence shall not be counted against sick leave and salary shall be allowed.

4. When a holiday comes immediately at the end of a period of absence for which salary is allowed, it shall not be counted as part of the absence, provided the employee resumes his/her duties on the next regular work day.

5. When a holiday falls within a period of absence of an employee for which no salary is allowed, then no salary shall be allowed for the holiday.

6. Payment for a holiday will only be made where the employee works his regularly scheduled day prior to and subsequent to the holiday. If an employee is temporarily assigned to additional work hours on the day prior to and subsequent to the holiday, that change will be recognized in the holiday pay. In the case of regularly assigned employees, if an employee is ill on the day before or after the holiday, and furnishes a doctor's certification to his/her inability to work because of illness, the employee will be paid for the holiday.

7. When a legal holiday falls on a Sunday, the following Monday shall be observed provided the holiday is officially declared a national holiday. With respect to an employee whose regular schedule occurs from Tuesday through Saturday, if a holiday falls on a Sunday or a Monday, the employee will take Tuesday as the holiday. In the event holidays fall on both a Sunday and a Monday, the employee

will take Tuesday and Wednesday as the holiday. In the event either party requests to change the date upon which such holiday falls for any employee scheduled for Tuesday through Saturday, the Union President, employee and Director of Business and Operations can mutually agree to an alternative day to recognize the holiday.

8. An employee, who is required to work on a holiday, shall receive double time for the hours worked on that date.

9. When Christmas Eve, December 26, or New Year's Eve falls on a weekend, the Board reserves the right to modify either the preceding or the following work week.

G. SERVICE CREDIT

1. A fractional part of a year shall be recognized as equal to one year's credit on the salary schedule under the following conditions:

   10-Month Employees: worked no less than 150 days prior to July 1 after initial employment, excluding Saturdays, Sundays, but including days taken as paid sick leave, paid personal leave, vacation, professional leave, calamity days, Board declared holidays, and regular holidays set forth in this agreement.

   12-Month Employees: worked no less than 195 days prior to July 1 after initial employment, excluding Saturdays, Sundays, but including days taken as paid sick leave, paid personal leave, vacation, professional leave, calamity days, Board declared holidays, and regular holidays set forth in this agreement.

2. An employee meeting the above requirements will be granted one year experience for salary and benefits effective the July 1 after initial employment and thereafter will accrue one (1) year of service each succeeding July 1. Further, employees must be paid for the number of days corresponding to his/her contract length referred to above in order to receive credit for vacation or salary step increases.

3. Temporary total or permanent partial disability days paid through the Workers' Compensation Bureau shall be included in the determination of service credit in this Article Section H. 1 and 2 for the purposes of placement on the salary scale and accrual of time for severance pay when the employee's claim has been substantiated and when there are no other legal challenges pending against the employee's workers' compensation claim.

H. WORKERS' COMPENSATION

1. All employees are covered by Ohio State Workers' Compensation laws in relationship to a work-incurred injury or accident. An injury incurred while performing assigned duties shall be immediately reported to the injured employee's

supervisor or other designated representative. Employees shall report all unsafe or unhealthy working conditions to their supervisors as soon as possible.

2. Any employee who is either temporarily or permanently totally disabled as a result of an injury for which Workers' Compensation is payable may elect to receive Workers' Compensation benefits rather than accrued sick leave benefits or vacation pay. If, however, the employee accepts sick leave benefits he/she shall not be entitled to Workers' Compensation benefits until he/she directs the Chief of Human Resources and Operations to discontinue payment of sick leave. Employees exhausting available sick leave, including advancements, must apply for an unpaid leave of absence for medical reasons to maintain their right to return to work.

3. Insurance coverage otherwise provided by the Board will be continued for the remainder of the month during which the injury occurred and for the following two (2) months in those instances where the employee elects Workers' Compensation benefits.

I. VACATION

1. Vacation shall be granted for twelve month employees, for years of service with the Board as follows:

1/2 year but less than 1 year	5 days' vacation
1-7 years of service	10 days' vacation
8-14 years of service	15 days' vacation
15 years of service	20 days' vacation

2. Any twelve month employee, who has more than fifteen (15) years of credited service at (that is with) the Board shall earn an additional day of vacation, up to a maximum of five (5) days, for every year of credited service over fifteen (15) years. This applies only to vacation beginning in 1983 and thereafter and applies only to those employees who have been employed by and have worked for the Board for all of said fifteen (15) years.

3. Vacation in any year is granted according to years of credited services as defined in Article 6 Section H.

4. A part-time employee who, in fact, works the same number of hours as would have been worked by a full-time employee, shall receive vacation credit on the same basis as a full time employee.

5. Vacation may be taken any time during the year after which they have been earned, with the prior approval of the immediate supervisor or his/her designee. Vacation requests should be geared to the work schedule of the department involved and requires this approval. Requests to use vacation leave will not be arbitrarily denied. Not more than half of the earned vacation time may be carried over beyond June 30th, up to a maximum of ten days of vacation time with the approval of the Chief of Human Resources and Operations.

6. With the consent of the Chief of Human Resources and Operations and approval of the Superintendent, not more than half of the earned vacation time may be worked at their regular job and the employee compensated at their prorated salary.

7. Vacation credit for an employee moving from a 10-month to a 12-month job shall be determined as follows: The total number of months of 10-month service shall be divided by twelve (12). The resulting figure shall then be applied to Section 1 above giving the number of vacation days granted for years of service.

8. If an employee's employment is terminated voluntary or involuntary prior to July 1st of any year, he/she shall receive pay for his/her prorated vacation.

J. PAYROLL ADJUSTMENT

Payroll transition issues arose during the period from 2008 — 2013 which affected the compensation of certain bargaining unit members due to payroll "lag" and calendar issues. Those issues have been resolved by the parties through the payment of current and former employees in addition to a return by the District to the former payroll system. However, the return to hours worked = hours paid will require that guidelines remain in this Agreement to assure an appropriate compensation of bargaining unit members, as follows:

1. Each employee will be provided with their appropriate "true up" for "lag" days (earned in arrears) upon separation from employment.

2. However, those employees hired after 2008 who received "advance" pay under the former system, will not be required to reimburse the District for that advance pay; however, upon separation, they will not be paid ("trued up") for any "missed" days occasioned by the expansion of the 260 day work year.

3. See Appendix 4 for updated employee lists.

K. LONGEVITY

1. The following longevity payments shall be issued to eligible bargaining unit members with continuous service with the District:

After completion of 12-15 years of service: $250
After completion of 16-20 years of service: $500
After completion of 21-25 years of service: $750
After completion of 26 or more years of service: $1,000

2. Any employee shall be paid longevity in a lump sum payment, subject to applicable taxes and withholdings, in the second payroll in October for employees actively employed and in paid status as of the first payroll in October, and who are still employed and in paid status in the second payroll in October. The service anniversary date for longevity is July 1 every year, and shall be based on service credit under Article 6.H.1.

L. Stipends for Education and Training

All bargaining unit members may be reimbursed up to four hundred dollars ($400) per school year for educational classwork, training, or conference attendance pertaining to their job description. Proof in the form of a receipt (provided to the Board Treasurer's Office) is required from the employee in order to receive financial reimbursement from the District. Prior approval from the employee's immediate supervisor is required before the employee partakes in the activity for which he/she expects to be reimbursed. The immediate Supervisor is to approve any relevant educational classwork, training, or conference attendance pertaining to the employee's job description.

ARTICLE 7 - LEAVES

A. SICK LEAVE

1. Sick leave shall be earned and accumulated at the rate of 1 hour per 17.33 hours of regularly scheduled work for which the employee is paid to a maximum of 120 hours per year. The Treasurer/CFO shall provide each employee with a statement of accumulated sick leave at the end of each pay period and on each pay stub.

2. Sick leave shall accumulate to a maximum of 120 hours per year for full time employees with part time employees on a prorated basis, i.e., an employee working four (4) hours a day will accumulate 5 hours for each month under contract to a maximum of 60 hours per year. Accumulated sick leave is available only after current annual sick leave credit is used. The accumulation of sick leave shall be unlimited.

3. Sick leave shall be used for personal illness, illness or disability due to pregnancy, injury, exposure to contagious disease, illness or death in the immediate family. The immediate family includes wife, husband, child, father, mother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, the employee's grandfather or grandmother, and members of the immediate household of the employee. Sick leave shall be used, also for the death of the following: step children, son-in-law, daughter-in-law, and grandchild.

4. Routine doctor, dental, and/or other health service provider visits which are not an emergency or related to a current illness or injury are not an appropriate use of sick leave.

5. When an employee reports for work on his normally scheduled working day and because of illness is excused from performing his full work day, he/she will be "charged" sick leave on an hour for hour basis for the absence.

6. When the Board has reason to believe that an employee is abusing his/her sick leave privilege, the administration, after notice to the employee, may require that

employee thereafter furnish verification respecting further sick leave before such leave will be allowed.

7. All personnel are required to both call their supervisor and also submit the appropriate report in the District's automated absence reporting system (as described below) at least two (2) hours before their scheduled starting time to report their sick absence. (In the event any other provision of this agreement, or other District policy or procedure, requires the employee to provide notice sooner, the employee must comply with such requirement.) If the supervisor cannot be reached, the employee should, in addition to submitting the appropriate report to the District's automated absence reporting system, call his or her supervisor's designee. Each supervisor shall notify his or her employees in writing of the supervisor's designee for the purposes of this provision.

   With respect to reporting absences in the District's automated absence reporting system, Section 3319.141 of the Ohio Revised Code requires in part that each teacher/nonteaching school employee furnish a written signed statement on forms prescribed by such board to justify the use of sick leave. Use of the District's automated absence reporting system satisfies that requirement. Payment for sick leave is obtained by logging onto or calling into the District's automated absence reporting system using the individual pin number assigned when the employee first registers with that system. Logging onto or calling into the District's automated absence reporting system using the individual pin is considered a digital signature. Reporting sick leave to the District's automated absence reporting system is a mandatory requirement. Reporting any kind of absence to the District's automated absence reporting system is a mandatory requirement. The Superintendent or her/his designee may require a physician's statement. In that case, the employee is required to complete a HIPAA compliant authorization to allow the physician's medical report(s) to be released to the Board.

8. Employees are required to follow the appropriate procedure for the use of sick leave. Falsification of the use of sick leave is grounds for suspension or termination of employment.

9. An employee who transfers from a public agency or school district in Ohio shall be credited with his/her unused balance of his/her sick leave upon presentation of the proper form or statement.

10. An employee who is granted a Board paid leave shall retain and accumulate service credit and seniority.

B. FAMILY & MEDICAL LEAVE

The parties incorporate by reference the mandatory provisions of the Family and Medical Leave Act (FMLA). FMLA entitlements shall be used concurrently with existing leave entitlements. Seniority shall accumulate during a FMLA Leave and

existing life insurance shall be maintained. For purposes of this provision, "12-month period" is defined as "the 12-month period measured forward from the date the bargaining unit member's first FMLA leave begins" (i.e. the leave year is specific to each employee). Eligible bargaining unit members are entitled to twelve (12) weeks of leave during the 12-month period beginning on the first date FMLA leave is taken. The next 12-month period would commence the first time FMLA leave is taken after completion of any previous 12-month period.

C. ASSAULT LEAVE

1. Pursuant to 3319.143, an employee who is unable to work because of a physical disability received in or arising out of employment, whether during or outside of school hours and whether on or off school property, resulting from an assault, shall receive full scheduled compensation for the period of total disability, up to a maximum of one (1) year, less any amount received by the employee under the income continuity policy which is fully paid by the Board and less any compensation received by the employee under the Workers' Compensation Act of Ohio.

2. No payment shall be made or required for any period during which the employee elects to take sick leave. An employee may apply for assault leave before or after sick leave has been exhausted.

3. The employee shall not qualify for, or accrue, assault leave except upon submission of an application on a form to be furnished by the Board of Education justifying the granting of assault leave; and if the employee receives medical attention, the employee shall furnish a certificate from their licensed physician stating the nature of his/her disability and its expected duration. The Board shall have the right to have the employee examined by a Board physician at Board expense. (See Appendix for form.) Employees shall also be required to complete an incident report form within ten (10) days of the incident, or as soon thereafter as is possible, disclosing the nature, participants, witnesses, and location of the assault. In addition, an employee receiving assault leave must agree to provide written and/or verbal testimony to assist the Board and the administration as necessary to insure appropriate disciplinary action is taken against the attacker. Falsification of a signed statement, assault leave forms, or a physician's certificate is grounds for disciplinary action up to and including termination.

4. Payment for assault leave shall be at the regular rate of pay in effect for such employee at the time of such assault.

5. Payment shall be discontinued whenever the employee becomes eligible for retirement benefits under the School Employees Retirement System, whether the benefits are based upon retirement because of age or retirement because of disability. In all other aspects not covered by this resolution, the provisions of 3319.143 shall apply.

6. No reduction will be made from the employee's assault leave, sick leave and/or retirement severance paid by the Board for sums awarded by the Workers' Compensation Commission for a permanent partial disability.

D. PATERNITY LEAVE

Sick leave to a maximum of ten (10) working days may also be used as paternity leave to be taken for the ten (10) working days immediately after delivery occurs during a time (week) when the applicant is scheduled to work and if the applicant is the husband of the woman delivering.

E. PREGNANCY LEAVE

1. An employee will notify the Chief of Human Resources and Operations in writing of her desire to take a pregnancy leave at least three (3) months before the date she wishes the leave to commence.

2. Accumulated paid sick leave is to be used for the time of an employee's disability as a result of pregnancy. Normally, accumulated paid sick leave shall be used by a pregnant employee during the six (6) weeks prior and the six (6) weeks subsequent to delivery. However, additional sick leave may be approved if the physician's report indicates that there is something unusual with the employee's pregnancy or termination of pregnancy that results in additional time needed for disability.

3. If a pregnant employee exhausts her accumulated sick leave credit, the employee may apply for a leave of absence without pay or benefits (subject to FMLA, if applicable) which shall be granted for the period of recovery after delivery. An employee who is granted such leave shall have the right to return to employment at the end of the FMLA and/or Board granted unpaid leave period. Extensions or renewals of the unpaid leave period are at the discretion of the Board.

4. Sick leave and group health care insurance coverage will not be available to individuals for a surrogate pregnancy, child delivery and pre/postnatal care in connection with a surrogate pregnancy, unless due to a family related medical necessity.

F. PARENTAL LEAVE

1. An employee who is pregnant, whose spouse is pregnant or who is adopting a child may request and shall be granted a parental leave of absence without pay or benefits for up to one (1) calendar year on the conditions set forth below:

    a. A request for parental leave should be made at least three (3) months prior to the anticipated commencement of the leave. (It is understood a shorter period may be necessary, particularly in the case of adoptions.)

    b. No more than one spouse employed by the Board shall be entitled to a parental leave.

c. Upon application for an extension of the parental leave at least two (2) months prior to the expiration of the leave, an extension will be granted for up to one more calendar year.

d. An employee shall return to his/her job classification after the expiration of any parental leave. Failure to return will be considered as a resignation of employment.

2. The granting of such leave will be on condition that the employee waives the obligation of the Board to contribute to the School Employees Retirement System during the period of such leave, and during such period the Board will not make such contribution on behalf of such employee and the employee will not receive credit on the salary schedule during the parental leave.

G. ADOPTION LEAVE

Sick leave to a maximum of ten (10) working days may be used upon the adoption of a child immediately after the adoption occurs provided that only one spouse employed by the Board shall be granted sick leave for any adoption. Prior notice should be given as early as possible.

H. PERSONAL LEAVE

1. Personal leave not to exceed three (3) days a year shall be granted each employee. Twelve month employees hired after the start of the school year shall be entitled to a pro-rated number of days to the nearest half day. Ten month employees will be pro-rated for personal days to the nearest hour. New employees may not use personal leave during their probationary period.

2. Personal leave, as with all other leaves, shall be requested on the District's automated absence reporting system. Such request shall be made at least one (1) week prior to the day leave is requested except in cases of emergency.

3. Reasons for emergency personal leave shall be provided to the administrative supervisor within three (3) days upon return to duty.

4. Requests for personal leave on the day immediately preceding or following a school vacation period or holiday will not normally be approved, but may be granted at the discretion of the immediate supervisor or designee.

5. Personal leave can be granted only when no compensation is received by the employee from other than school funds. Falsification of such leave shall be grounds for disciplinary action up to and including termination.

6. Employees may convert unused personal leave into sick leave at the rate of one (1) hour of sick leave for each one (1) hour of personal day not used. The conversion will take place at the end of each fiscal year.

I. PROFESSIONAL LEAVE

1. Professional leave may be granted for the purpose of visiting other schools, attending to school business or rendering professional services and for attendance at professional meetings as approved by the Superintendent or his/her designee.

2. Full pay shall be allowed for professional leave without deduction from sick leave or cumulative leave, provided no compensation is received by the employee from other than school funds during said leave.

3. Applications for professional leave shall be made on forms secured from the Assistant Superintendent.

4. The applications shall be submitted two (2) weeks prior to the next scheduled Board meeting, which precedes the date on which the leave is requested.

J. UNPAID LEAVES OF ABSENCE

1. Bargaining unit members may, under conditions specified herein, under state law and/or Board Policy, be granted leaves of absence without pay. It is understood that no member shall have a right to such unpaid leave for sporadic or short-term absences, whether or not based upon illness (unless qualified under appropriate FMLA leave). For example, unpaid leave may not be granted for non-FMLA qualifying absence to extend the employment of a member where such member has exhausted all accumulated and/or advanced sick leave, unless the request is for long term unpaid leave and based upon legitimate medical reasons.

2. An employee may submit a written request for an unpaid leave of absence for reasons of illness or other disability. The Board of Education shall grant such leave of absence for a period of time not to exceed two (2) consecutive school years. Such illness or disability must be confirmed in writing by the attending physician. Subsequent requests for such leave may be renewed by the Board.

3. An employee having five (5) years of service with the Board may submit a written request for a leave of absence for reasons other than illness or disability. Each request shall be judged on its own individual merit. In such cases, the Board may approve a leave for a period not to exceed six (6) months. Subsequent requests may be renewed by the Board. No more than two (2) such leaves per year will be considered.

4. Eligible employees who are on an approved Board of Education leave of absence shall have the opportunity of continuing to receive Cleveland Heights-University Heights group insurance coverage. Such employees must reimburse the Board for the premium costs. Failure of the individual to forward payments to the Board at the stipulated times will terminate this option.

5. Employees, on return from leave, are assured of employment and will be returned to their former classification. If a leave of absence is required for six or more

months, the position will be posted and filled. Upon returning to work, if there is no vacant position in the returning employee's job classification, the returning employee may bump as set forth under Art. 13 § C. The employee bumped has the same bumping rights as outlined in this section. Time spent on unpaid leave will not be credited towards seniority or as experience on the salary schedule.

6. Failure to return at the stated date and/or failure to request further consideration will be immediately accepted as a voluntary resignation.

K. MILITARY DUTY

Any employee who has been called to military duty shall be granted a leave of absence for the duration of his/her service obligation. Thirty-one days of benefits shall be provided from the initial date of the leave. The employee shall reenter at the status where he/she departed.

L. JURY DUTY

Employees called to serve on juries will receive full compensation provided written proof of length of duty from bailiff of court is presented to the Human Resources Department. Time served for jury duty will not be charged to sick leave or personal leave.

M. COURT APPEARANCE

Employees who are subpoenaed to appear in court as a witness solely because of the performance of their employment duties in the School District will be provided full compensation.

ARTICLE 8 - INSURANCE AND FRINGE BENEFITS

A. NEW EMPLOYEES

Newly hired employees will not be eligible to receive any benefits until they have satisfactorily completed the probationary period.

B. CURRENT EMPLOYEES

Current employees who change classification and successfully complete the required probationary period shall be reimbursed their prorated/contributed cost of the benefits he/she selects. Proration will be based on hours worked prior to the change of classification.

C. HOSPITALIZATION

1. The Board will furnish and contribute premiums for single or family coverage.

The Board will continue to furnish Medicare, if elected, by those 65 years old and over. Medicare payments will be made to the individual annually.

It is the responsibility of the employee to file all applications, forms, etc., necessary to obtain the above coverage. The Board shall not be liable in the event that an employee fails to file appropriate applications.

No employee will receive any insurance or fringe benefits unless the employee is regularly scheduled to work at least 3.75 hours each day during that year. In the event an employee performs work under the Board's collective bargaining agreement with the Ohio Association of Public School Employees Local 102, those hours shall count for the purposes of this requirement.

2. Any employee regularly scheduled to work 1425 hours/year or more who elects coverage, will be required to make a contribution toward the payment of premium as follows:

   Effective March 1, 2021, the full-time employee monthly premium contribution for medical coverage, including prescription drug, will be as follows:

   a. Bargaining unit members with a salary (for salaried employees) or annual compensation* (for hourly employees) less than 0.8 multiplied by BA Step 1 of the Regular Salary Schedule in Appendix B of the negotiated agreement for the Cleveland Heights Teachers Union ("Regular Salary Schedule") shall contribute 9% of the monthly premium for single coverage and 9% of the monthly premium for family coverage

   b. Bargaining unit members with a salary (for salaried employees) or annual compensation* (for hourly employees) equal to or more than 0.8 multiplied by BA Step 1 of the Regular Salary Schedule but less than 1.4 multiplied by BA Step 1 of the Regular Salary Schedule shall contribute 10% of the monthly premium for single coverage and 10% of the monthly premium for family coverage

   c. Bargaining unit members with a salary (for salaried employees) or annual compensation* (for hourly employees) equal to or more than 1.4 multiplied by BA Step 1 of the Regular Salary Schedule shall contribute 11% of the monthly premium for single coverage and 11% of the monthly premium for family coverage

   *"Annual compensation" for hourly employees is calculated as an employee's regularly scheduled hours per day multiplied by hourly rate multiplied by work days per contract year.

   Effective July 1, 2025, the full-time employee monthly premium contribution for medical coverage, including prescription drug, will be 11% of the monthly

premium for single coverage and 11% of the monthly premium for family coverage.

Effective July 1, 2027, the full-time employee monthly premium contribution for medical coverage, including prescription drug, will be 12% of the monthly premium for single coverage and 12% of the monthly premium for family coverage.

3. Employees regularly scheduled to work less than 1425 hours/year but at least (3.75) hours per day who elect coverage, will have their premium contribution prorated on the basis of 1,425 hours/year, and will not be required to pay the above amounts but will follow the tiered benefit schedule contribution as set forth in this section below. School Bus Drivers will have any proration calculated on a work year of 200 days per school year.

	Annual Hours		
	1,425		
	Lower Range	Upper Range	% of Total Cost of Medical, vision, drug and dental to be paid by Board
Tier 1	1,365	1,424	89%
Tier 2	1,274	1,364	88%
Tier 3	1,176	1,273	81%
Tier 4	1,079	1,175	74%
Tier 5	980	1,078	66%
Tier 6	731	979	50%

Effective July 1, 2025:

	Annual Hours		
	1,425		
	Lower Range	Upper Range	% of Total Cost of Medical, vision, drug and dental to be paid by Board
Tier 1	1,365	1,424	88%
Tier 2	1,274	1,364	87%
Tier 3	1,176	1,273	80%
Tier 4	1,079	1,175	74%
Tier 5	980	1,078	66%
Tier 6	731	979	50%

Effective July 1, 2027:

	Annual Hours		
	1,425		
	Lower Range	Upper Range	% of Total Cost of Medical, vision, drug and dental to be paid by Board
Tier 1	1,365	1,424	86%
Tier 2	1,274	1,364	85%
Tier 3	1,176	1,273	78%
Tier 4	1,079	1,175	74%
Tier 5	980	1,078	66%
Tier 6	731	979	50%

4. No contribution will be made by the Board toward family coverage if the applicant already has family coverage by an existing policy in a Comprehensive Major Medical Plan, or similar group fully paid for by the contract holder's employer.

5. Employees who work are regularly scheduled to work 3.75 hours/day or more are eligible for hospitalization on a prorated basis, after satisfactory completion of the probationary period. The employee has 30 days in which to apply for coverage. Thereafter hospitalization may be applied for at any future open enrollment period.

6. All employees who are covered by insurance shall be covered on a twelve (12) month basis. All premium contributions will be subject to the Flexible Spending Plan (Pre-tax 125). Each regular payroll deduction shall include a portion of the

premium deduction for July and August, in order to cause all deductions to be withheld by the second check in June.

7. Health Care Committee
The board and the union have a mutual interest in ensuring that employees and their families have the best benefits possible for the dollars spent on health care. Therefore, the insurance committee comprised of representatives from all bargaining units and representatives for the finance department will meet at least quarterly to examine our health care plans to determine how to maximize cost efficiency and have a healthy workforce. The committee shall also investigate plan options and designs, and recommend any changes to be negotiated before the end of the current contract cycle.

8. Telemedicine Benefit

9. SaveonSP Program: Members whose specialty medication is eligible for this Program shall enroll and participate; once properly enrolled, the member's responsibility shall be $0 in copay. (If the SaveonSP Program is no longer available for a specialty medication, Article 8.F. copays shall apply.)

10. Coverage shall be provided for members or family members who choose to alter their bodies either surgically and/or hormonally for purposes of transgender reassignment (i.e. the coverage that is in place in the plan design as of January 2020).

11. Hearing Benefit

12. Plan Design

Plan Design: Effective July 1, 2025, the Board agrees to provide the medical plan design as included in Appendix 9.

D. LIFE INSURANCE

Life insurance will be provided to all full-time employees and part-time employees whose position contemplates a regular schedule as indicated below:

950-1300 hours/year	$25,000 Insurance
1301-1500 hours/year	$30,000 Insurance
1501-2079 hours/year	$35,000 Insurance
2080-up	$40,000 Insurance

E. DISABILITY INCOME INSURANCE

The Board will provide income insurance to all employees covered under this agreement who are regularly scheduled to work five (5) hours or more per day as follows:

Benefits to be 50% of salary for the maximum period of twenty-six (26) weeks starting on the 31st day of illness or the day following the exhaustion of paid sick leave, whichever is later.

F. VISION CARE AND DENTAL INSURANCE PACKAGE

1. Effective September 1, 2017, the Board will provide bargaining unit employees with the same vision, dental and prescription drug insurance coverage provided to members of the Cleveland Heights Teachers Union under policies issued by such carrier as selected by the Board.

2. The Board will pay for full single coverage and/or family coverage for the vision and dental insurance package for employees working a regular schedule of 1425 hours/year.

3. Employees who are regularly scheduled to work 3.75 hours/day or more are eligible for this vision, dental and prescription drug package on a prorated basis after satisfactory completion of the probationary period.

4. Dental and vision coverage shall equal or exceed that existing in 1993, except that orthodontia services 80% to $3,300 lifetime maximum. Basic/major/restorative dental will be 80% to the annual benefit maximum of $3,300.

5. Effective July 1, 2025, the Board agrees to provide prescription drug as included in Appendix 9.

G. PART-TIME PRORATE AND ADVERSE SELECTION

Eligible members of the bargaining unit employed on less than a full-time basis (regularly scheduled to work less than 1,425 hours/year) who elect coverage under Section F. above will have the Board contribution prorated according to the fraction of full-time employed (1,425 hours/year). This option of a vision and dental package must be exercised within the first thirty (30) days after successful completion of the probationary period, may not be exercised at any other time, and may not be cancelled, withdrawn or amended during the life of this contract except in the following circumstances: 1) if the member has a change in marital status; or 2) in the event that the member's spouse is separated from his/her employment.

Eligibility for the package commencing September 1, 1992, will require the following:

1. The employee must be regularly scheduled to work at least 3.75 hours per day.

2. The employee must enroll in the entire package.

3. The employee's net check must be sufficient to cover the full cost of their share of their benefit costs.

H. FLEXIBLE SPENDING PLAN (PRE-TAX 125)

A Flexible Spending Account Plan (Pretax 125) will be provided for all employees in accordance with Article 8 and/or the annual open enrollment period.

I. MULTIPLE BARGAINING UNITS

Should a member of the OAPSE bargaining unit employed part-time have additional part-time work in another bargaining unit within the District, exclusive of Early Childhood Department, the member will be entitled to the Board-paid prorated percentage for benefits from both part-time positions. Should the total prorated percentage be insufficient to cover the cost of benefits, which shall be those of the bargaining unit from which the member derives the most income, the difference shall be paid by payroll deduction. Should the combined prorated percentage exceed the cost of benefits, the Board shall contribute only the necessary amount.

J. EMPLOYEE ASSISTANCE PROGRAM

An Employee Assistance Program (BAP) is provided under a contract between the Board and provider, as negotiated. The Appendix contains a description of the program.

K. PHYSICAL EXAMINATION

Where not otherwise furnished through existing provider's coverage, reimbursement will be made for routine physical examinations. The allowable frequency of such routine examinations is as follows:

Age	Frequency
30-39	1 every 5 years
40-49	1 every 3 years
50-59	1 every 2 years
60 and over	Annual

L. HEPATITIS VACCINE

The Board will provide the Hepatitis B Vaccine to bargaining unit members.

ARTICLE 9 - DUTIES AND WORKING CONDITIONS

A. BUILDING COVERAGE AND WORK HOURS

1. The regular work hours for custodial coverage during the school year will fall within the following times: 5:00 a.m. to 11:00 p.m., eight (8) hours per day. Prior to the start of the school year, the Board may schedule such 8-hour shifts as it deems

necessary to ensure appropriate coverage, with the first shift starting between 5:00 a.m. and 11:59 a.m. and the second shift starting between 12:00 noon and 3:00 p.m. Members will be notified of their start and end times within three (3) weeks prior to the start of the school year (August) and start and end times will not change during the school year without the consent of the employee. Custodial employees will be scheduled for regular shifts at straight time within their defined building coverage hours.

2. During the summer dismissal months, (the third week of June through the week before the opening of school) and during winter and spring break, coverage will fall between 7:00 a.m. to 6:00 p.m. for all buildings used for normal school activities; consecutive eight (8) hours per day. Custodial and laborer employees will be scheduled for regular shifts at straight time within their defined building coverage hours.

3. Custodial, trades, grounds, and laborer employees will be scheduled for regular shifts at straight time within their defined building coverage hours.

4. <u>Shift Preference</u> The Head Custodian shall determine shift preference by the following factors:

    1) job classification seniority
    2) bargaining unit seniority
    3) needs of the building
    4) approval of administrative supervisor

5. All maintenance employees shall start at 7:00 a.m.

6. All Equipment Operations and Support and Operations and Support employees shall start at 7:00 a.m.

7. A second shift premium of $1.00 per hour shall be paid all employees whose shift commences 12:00 p.m. or later.

8. The above work hours may be amended after discussion with OAPSE.

9. Custodians shall not be entitled to a prescribed meal period and shall not leave the work place during his/her work schedule except as ordered to do so in the performance of his/her duties and shall arrange to eat his/her lunch or other meals while on the job.

10. All other full time salaried or hourly employees in the classification of skilled laborer, truck driver, equipment operator, storekeeper, utility tradesman, tradesman, helper, and school bus driver/shipping receiving clerk/interschool mail driver shall work an eight (8) hour schedule per day and shall not leave the work place during his/her work schedule except as ordered to do so in the performance of his/her duties and shall arrange to eat his/her lunch or other meals while on the job.

11. Electronic Specialists, IT Support Specialists, IT Support Technicians, and Technology Infrastructure Specialist shall be scheduled for eight and one-half (8-1/2) hours per day with one-half (1/2) hour unpaid lunch.

12. It is agreed that for any classification, the district has the option to identify a "Lead" position - i.e. Lead Tradesman, Lead Ground, Lead Mechanic, etc., and such positions' work hours may be adjusted to allow individuals holding those positions to be assigned to work up to nine (9) hours on a given work day based on District needs.

13, Coverage for security alarm response for return to buildings will be provided by custodians/trades, in accordance with the voluntary alternating weekly schedule. Open enrollment will be offered twice a year. Volunteers will receive a weekly stipend for such coverage.

14. Hours of coverage for mechanics are from 6:00 a.m. to 10:00 p.m.

B. SUPERVISORS NOT TO ROUTINELY PERFORM WORK

The Director of Business and Operations, Supervisors, and Assistant Supervisors shall not perform work which normally is performed by bargaining unit employees except in the event of an emergency. Without limiting the meaning of emergency, it shall include, among other things, instances where an employee is requested to, but declines to work overtime or instances where the supervisor is unsuccessful in calling out an employee.

C. DISTRICT VEHICLES AND USE OF CAR

1. District vehicles will be used for official business only.

2. When vehicles are needed to perform District work, only District vehicles are to be used. Only in emergency situations may employees use personal vehicles for District work. Employees using personal vehicles in emergency situations will be reimbursed per mile, the amount approved by the Board of Education.

D. OVERTIME

1. The work week is Monday through Friday, except for one High School Assistant Head Custodian, which may be Tuesday through Saturday. All hours worked in excess of forty (40) hours in a work week shall be paid at time and one-half (1-1/2) of the regular rate for all employees in the bargaining unit. There will be no pyramiding of overtime.

2. Scheduled overtime will be distributed by seniority within the job classification within a building, maintenance classification, grounds operation or technical department. An employee given notice of overtime and who fails to work such overtime shall be considered as having worked so that his/her turn in the rotation has been passed over. In the event of unforeseen emergency overtime immediately

preceding or following a regular shift, the employees performing the work will be given the overtime.

3. Double time shall be paid for all hours worked on all Board declared holidays.

4. Calamity days, personal leave, Professional leave, paid holidays, jury duty and vacation days shall be treated as hours worked for the calculation of the forty (40) hour work week.

5. The Board can require overtime, where such work is essential to District operations (for example, snow removal).

E. UNIFORMS

1. Employees who are issued uniforms and/or steel-toe boots shall wear their uniforms while on duty.

2. After ninety (90) days of employment, the Board shall provide three (3) uniforms which will be wash and wear to all bargaining unit members; and shall provide steel-toe boots to employees in the maintenance classification series and building services (custodians) classification series. Annually, employees will be furnished three (3) or more uniforms prior to the opening of the schools in September of each year.

3. After three (3) years of employment and every three (3) years thereafter, the employee may elect to receive one (1) jacket and one (1) uniform in lieu of the three (3) uniforms. After three (3) years of employment and every three (3) years thereafter, or sooner at the discretion of the Director of Business and Operations, the Board shall provide replacement steel-toe boots to employees in the maintenance and building services classification series.

4. The mechanics employed in the garage shall be provided by the Board with a clean uniform on a daily basis.

5. Uniform style, color and quality, and steel-toe boot style, color, and quality, shall be determined biannually and mutually agreed upon by representatives of the Union and the Board prior to uniform distribution.

F. TOOLS AND SUPPLIES

1. Mechanics in the garage are required to provide their own basic tools. The Board, at its discretion, will either repair or replace broken and worn out tools. The repaired or replaced tool is the property of the mechanic.

2. Specialty tools, as determined cooperatively by the administrative supervisor and the mechanics, shall be purchased by the Board and kept in a Board owned tool chest and made accessible to all mechanics in the garage. These tools are the property of the Board.

3. Tools and equipment for maintenance workers shall be provided by the Board of Education. In the event the Union believes certain P.P.E. safety equipment is necessary but has not been provided, the Union should follow up with the Director of Business and Operations with the request and rationale. If the request is denied, the Union will be advised of the reason for the denial. The Union has the right to appeal the denial to the Chief of Human Resources and Operations. If that appeal is denied, the Union may appeal with the Superintendent, whose decision shall be final.

G. EQUIPMENT

1. No driver is to be asked to drive a vehicle he/she feels unsafe unless the administrative supervisor considers the vehicle safe by the standards of State Law. If the administrative supervisor is not available, this matter should be brought to the attention of the Director of Business and Operations or his/her designee.

2. A maintenance log sheet shall be standard equipment for all Board owned vehicles. Any vehicle that has had maintenance performed on it shall be tested, then approved by the administrative supervisor or a qualified mechanic and entered on the log sheet.

3. The Board will provide all material for vehicle washing and materials needed for driver maintenance and inspection. The stocking of these materials and supplies will be coordinated with the administrative supervisor and the Union Transportation Representative.

H. HIGHER CLASSIFICATION PAY

If an employee is assigned duties of a higher rated job classification for a period of five (5) consecutive work days, the employee shall be paid one dollar ($1.00) additional for all hours worked in that classification, including the first five (5) days. Every effort shall be made to have the adjusted rate included in the employee's next subsequent pay.

I. CALL OUT PAY

Employees who are called in to work outside of their regularly scheduled hours shall receive not less than three (3) hours pay at their regular hourly rate.

J. CALAMITY DAYS

1. All employees shall be paid their appropriate rate of pay for all days or part of a day when the school system is closed owing to an epidemic or other public calamity as declared by the Superintendent or his/her designee.

2. If required to work, an employee, if at all possible, must report for and perform work.

3. An employee, who is required to work for the Board of Education shall be compensated at his/her regular hourly rate for the hours worked in addition to his/her regular pay equal to the hours worked.

4. Calamity days shall be counted as days worked for the purpose of determining the rate of overtime work payments and all benefits.

K. EMERGENCY CLOSING

1. Cancellation of classes does not in and of itself constitute an emergency building closing. However, emergency situations or hazardous conditions may require the cancellation of classes and the closing of a school building or buildings.

2. Emergency or hazardous conditions may include but are not limited to fire, or extended utility outage.

3. When a building closes due to an emergency or hazardous condition, employees may be dismissed or reassigned. Those employees shall receive their normal rate of pay. An employee required to remain in a closed building shall be compensated at the regular hourly rate for the extent of the emergency or hazardous conditions in addition to his/her regular pay equal to the hours worked during the emergency or hazardous condition.

4. Premium pay for an emergency or hazardous condition will only occur during such time as the condition has been declared an emergency by the Superintendent or his/her designee.

L. IN-SERVICE PROGRAMS

1. The Director of Business and Operations may institute an in-service program which shall be offered to employees covered under this Agreement. Attendance for programs offered outside of normal work hours may be voluntary, and employees attending shall be paid at the rate of $12.00 per hour.

2. Mandatory in-service programs will be paid at the employees' regular rate of pay.

3. Public School Works may be completed by employees during regular shift without extra pay; however, employees may complete the same District required courses outside of the regular work day (on or off school grounds) and, upon successful completion, will receive $12.00 per required course.

4. One of the responsibilities of the LMC is to identify in-service opportunities that align with the District's strategic plan to further the professional development of maintenance employees. In-service training will be scheduled during normal work hours at a time that results in the least disruption to the District's operations.

M. BUILDING REQUIREMENTS

1. There will be at all times one person, qualified with a Low Pressure Boiler Operators License employed by the District. For all District buildings in operation during the course of a normal school/student day and at such other times as may be required in the opinion of the Administration, at least one employee from the following classifications shall be on duty: Head Custodian, Assistant Head Custodian, Assistant Custodian, Trades, or other trained and qualified bargaining unit member or substitute.

2. When the Administration determines that any building needs to be open for any school sponsored, after school (i.e., after hours, evenings and weekends) activity within the building which is scheduled to exceed three (3) hours in duration and involves more than ten (10) persons, the building Head Custodian will be given first opportunity to be on duty. If the Head Custodian declines the work or is otherwise unavailable, the Administration will assign another bargaining unit member, by seniority, as follows:

    1. Assistant Head Custodian for that building;
    2. Assistant Custodian for that building;
    3. Head, Assistant Head, Assistant Custodians from other buildings;
    4. Tradesperson;
    5. Other trained and qualified bargaining unit member; then
    6. Substitutes

3. Any group under the threshold will be responsible for leaving the area used in the same condition as it was found upon entering. Failure to return the area to its original condition will result an appropriate response by the Director of Business and Operations. All outside groups are required to have a custodial staff member present regardless of the number of hours and/or persons involved.

4. The above applies to buildings now being operated as school classroom buildings. If other school classroom buildings are added to the system, the Director of Business and Operations shall meet with the President of the bargaining unit to consider the necessity of applying the above to such buildings.

N. CALENDAR

The President of OAPSE shall be a member of the Advisory Committee on the School Calendar.

ARTICLE 10 - DISCIPLINARY ACTION

No employee shall be suspended or discharged without first advising him/her of rights to have OAPSE representation when called to appear before his/her immediate supervisor; and if the employee desires such representation, it shall then be provided before the immediate supervisor can recommend an employee be suspended or discharged.

The employee and the Union shall be given twenty-four (24) hours' notice of all such hearings when, in the Board's judgment, the employee in question presents no potential risk of harm to property or people.

In lieu of suspensions without pay being issued directly by the Board of Education, such suspensions without pay may be issued by the Superintendent or designee upon written agreement of the parties to waive such Board action in accordance with O.R.C. 3319.081.

ARTICLE 11 - LABOR /MANAGEMENT COMMITTEE (LMC)

A. A Labor/Management Committee ("LMC" or "Committee") will be formed consisting of administrators selected by the Director of Business and Operations and one (1) representative from each of the classification series areas selected by the Union, in addition to an OAPSE representative. The function of the LMC shall be to provide a collaborative environment to confer on matters of mutual concern, to keep both parties informed of changes and developments caused by conditions other than those directly covered by the Agreement, and to discuss potential problems in an effort to keep such matters from becoming major in scope.

B. The LMC will meet on a quarterly basis on dates designated by the Committee prior to the beginning of the school year, or as otherwise determined by the Committee.

C. The Director of Business and Operations and a designated representative of the Union will meet to prepare an agenda in advance of each meeting.

D. Unless otherwise agreed, meetings will be conducted at times which do not conflict with the normal instructional day for students and/or which minimize the need for employing substitutes for the Union representatives in attendance.

E. Employees attending an LMC meeting during his/her regular work hours will not lose any pay for such attendance.

F. The Committee will strive to utilize the interest-based problem solving model in addressing issues of concern and may determine to obtain additional professional training and support to enhance Committee functioning and labor relations.

ARTICLE 12 - SENIORITY AND CLASSIFICATION SERIES

A. SENIORITY

1. The length of continuous employment by an employee of the Board shall be computed from the employee's most recent date of hire. Work as a substitute employee prior to being a regular employee shall not be counted toward seniority.

2. In cases of identical seniority the senior employee will be determined by the earliest application date, and if applications for all affected individuals are not available, the senior employee shall be determined by the flip of a coin.

3. For the purpose of layoff, seniority within Local #617 shall apply. Seniority accumulated outside of Local #617 shall not be counted for the purpose of layoff in Local #617.

4. Any paid or authorized unpaid leave of absence, including layoff, is not considered a break in the service of an employee.

   a. Paid leaves shall be credited toward seniority.

   b. Authorized unpaid leaves, including layoff, shall not be credited toward seniority.

5. Copies of the seniority list shall be submitted to the President of the Local twice per school year; once no later than the end of September and once no later than the end of March.

B. JOB CLASSIFICATION SENIORITY

Job classification seniority shall be defined as the length of employment by an employee in a particular job classification as computed from employee's most recent date of entry into such job classification with job classification set forth in the salary schedule as published by the Board. Job classification seniority is not used for purposes of layoff or recall; but is used for other employment related decisions. (See for example Article 9, A(6) & D(2); Article 17 C(1) & C(3)).

C. CLASSIFICATION SERIES

Classifications shall be defined as follows:

I. Transportation Series
   - A. School Bus Driver
   - B. Intra-District Mail Driver
   - C. School Bus Driver Assistant
   - D. Transportation Routing and Scheduling Specialist
   - E. Storekeeper

II. Building Series
   - A. Head Custodian —High School
   - B. Head Custodian — Grade II
   - C. Head Custodian — Grade III
   - D. Head Custodian — Grade IV
   - E. Assistant Head Custodian — High School
   - F. Assistant Custodian — High School
   - G. Assistant Custodian

III. Maintenance Series
   - A. Lead Tradesperson
   - B. Lead Operations and Support

C. Tradesperson
D. Utility Tradesperson
E. Equipment Operations and Support
F. Tradesperson Helper
G. Truck Driver
H. Skilled Laborer (HS)
I. Operations and Support

IV. Technology Series
Technology Infrastructure Specialist
Electronic Specialist
Information Technology (IT) Support Specialist
Workstation Support Technician
Information Technology (IT) Support Technician
Media Inventory and Scheduling Specialist
Information Technology Assistant

ARTICLE 13 - REDUCTION-IN-FORCE

A. REDUCTION PROCEDURE

1. In the event a reduction of classified personnel becomes necessary layoff may be an option.

2. The number of positions affected by a layoff will be avoided and kept to a minimum by not employing replacements, insofar as practical, for employees who resign, retire, or otherwise vacate a position. No students, CETA, Welfare, or volunteers shall be hired to perform the work of members of OAPSE while such employees are laid off. New hire probationary employees shall be laid off first.

3. The Local President will receive a thirty (30) work day notification prior to Board action to reduce the force.

4. For the purpose of lay off, seniority within Local 617 shall apply. Seniority accumulated outside of Local 617 shall not be counted for the purpose of lay off in Local 617.

B. BUMPING

1. A laid off employee, provided he/she is fully capable of performing the available work without training, has the right to displace the employee with the least Local 617 seniority within his or her own classification from which the employee was laid off.

2. In the event the displaced employee is not capable of performing the work of the least senior employee in his/her classification he/she can bump the least senior employee in the classification where he/she is fully capable of performing the assigned work without training.

3. Any employee displaced by this procedure can then displace the least senior employee within the next lower classification within the same classification series.

4. An employee displaced from a classification series by the procedure has the right to bump the least senior in a classification he/she most recently held as long as the employee has the greater seniority.

5. An employee who displaces another employee in a lower classification within the classification series shall be paid according to the schedule for the lower classification, receiving the same or less salary closest to the outgoing salary, but not more than the outgoing salary.

6. All bumping within a classification series shall be into equal or lower classifications. Any employee exercising bumping rights must have more seniority than the employee he/she displaces.

7. If an affected employee in an eliminated position or one who has been bumped does not in turn choose to bump the least senior employee in his/her classification or least senior employee in a lower classification within the classification series, that employee will automatically be placed on the layoff list.

8. An employee who is to be laid off under the procedure shall be so informed in writing at least twenty (20) work days prior to the effective date of a layoff. Each affected employee will receive written notice which shall state the following:

   a. reason for the layoff or reduction;

   b. the effective date of layoff;

   c. a general reminder of the recall rights provided by this Article.

C. <u>RECALL</u>

1. An employee on the layoff list will have the opportunity to be placed in openings which occur in the same classification series at the same or lower classification the employee held at the time of layoff; and shall receive the pay closest to the outgoing salary.

2. The order of recall shall be determined on the basis of seniority, provided the employee to be recalled is fully capable of performing the available work without training,

3. Notice of recall shall be sent by certified mail to the last known address provided by the employee to the Superintendent or his designee.

4. The period of recall shall continue for the period of thirty (30) months from the day of layoff.

5. An employee shall remain eligible for recall unless:

   a. The time limit for the right of recall has expired; or
   b. he/she resigns; or
   c. the employee accepts or declines recall to any position for which he/she is eligible for recall, under Recall, paragraph 1 above; or
   d. he/she fails to respond to recall within ten (10) working days of receipt or attempt of delivery to the employee's last known address as set forth in paragraph 3 above.

6. Upon return to service, the employee shall be credited with all back seniority; however, the period of layoff shall not be counted within that earned seniority total. Service credit will not be granted for the period of layoff.

7. At the time of layoff, if an employee has been employed by the School District for at least one year, the School District will provide two (2) months of paid hospitalization or HMO coverage, as appropriate. Subsequently laid off employees may purchase Board hospitalization or 1-1M0 coverage, as provided by law, provided the employee makes payment to the Treasurer/CFO, as directed, by the date established for such payment by the Treasurer/CFO. Failure to do so will result in the laid off employee's removal from the insurance rolls. Once an employee is off the insurance rolls or elects not to continue insurance coverage, such employee waives all further rights to coverage during the period of layoff. Should a laid off employee have hospitalization benefits made available to him or her through another employer, such employee must notify the Treasurer/CFO and will be removed from the insurance rolls.

ARTICLE 14 - JOB POSTING

A. POSTING PROCEDURE

1. Notice of all bargaining unit vacancies and newly created bargaining unit positions shall be posted at the administrative designated sites in each school building as well as on the District website. A copy of each posting will be forwarded to the President of OAPSE Local 617 for informational purposes.

2. Such vacancies shall be posted for five (5) work days after the date of posting.

3. Employees shall apply for all job postings online.

B. REQUIREMENTS

The vacancy listing will include:

   a. the job title
   b. the opening and closing date for the posting
   c. initial job location
   d. general job description and qualifications

e. scheduled hours and work days
f. rate classification

C. SELECTION OF APPLICANTS

1. Employees who qualify shall be granted an interview prior to outside applicants.

2. Selection of applicants is to be based upon qualifications. When skill and ability are relatively equal seniority shall prevail. Bargaining unit members will be given preference over equally qualified outside applicants. It is the responsibility of the Administration to decide which individual is best qualified to fill any open position.

3. Any employee who did not receive the position shall be notified in writing within five (5) days after the opening is filled.

4. If an employee was required to take a test or tests during the application process, that employee shall be provided with the test results, within five (5) days of the completion of the scoring of the test(s).

ARTICLE 15 - EMPLOYEE JOB PROTECTION

The parties understand and agree that from time to time the Board enters into work study programs and other programs designed to further the technical education of students and give them employment experience and undertakes other educational programs which call for the employment of student helpers or other people involved in study programs. The parties further understand that from time to time the Board has entered into work relief programs and other such related programs either federally, state, county, and/or city funded. The above provisions of this agreement are not intended to exclude such educational programs or deny the merits of any work relief program or other related programs; however, the employment of persons under those programs shall not, in anyway, be used to reduce the number of employees of the Board or be used to reduce the hours of employees in the bargaining unit,

The employment of outside services shall not be used to reduce the number of employees of the Board or be used to reduce the hours of the employees in the bargaining unit.

Bargaining unit members shall be used for appropriate work in the District within the capabilities, resources, flexibility, skill levels, priorities and availability of bargaining unit members.

The above provisions of this agreement are not intended to exclude the use of outside services when deemed cost-effective.

ARTICLE 16 - ALTERNATE WORK ASSIGNMENT/MEDICAL TRANSFERS

An employee who becomes medically unable to satisfactorily perform the assigned duties in his/her assigned classification due to illness or injury, shall be given fair consideration for an alternative work assignment based upon his/her ability to perform if an opening is available in an appropriate and suitable classification.

Alternative work assignments shall be mutually agreed upon by the Chief of Human Resources and Operations or his designee, and the employee involved. The Union will be notified of the decision.

ARTICLE 17 - TRANSPORTATION

A. GENERAL PROVISIONS

1. An effort will be made to employ hourly School Bus Drivers for a minimum of ten (10) months a school year, regardless of whether or not school is in session. In the instance that school is not in session, the School Bus Driver may be assigned by the Director of Business and Operations to perform work that is beneficial to the Board.

2. Hours per day of work shall be paid for at the School Bus Driver's rate if performed during the school calendar year.

3. A School Bus Driver who because of a schedule change incurs a loss of assigned work hours which either meets or exceeds one-half hour per day of the original bid route time shall be given special consideration to compensate for this loss in time. A reasonable effort will be made to replenish this work time. If a partial work assignment of a driver with less seniority can be reassigned to compliment the work schedule of the more senior driver incurring the loss in time and yet an equal savings in time would still be realized by the District, then the reassignment shall take place. The driver who ultimately suffers the reduction in assigned work hours shall not be reduced to less than the hours indicated in Article 17.H provided they are assigned to drive both a morning (a.m.) and evening (p.m.) bus route.

B. SCHOOL BUS DRIVERS

1. Non-probationary hourly bus drivers employed at the end of the school year shall be returned to their previous job classifications at the beginning of the succeeding school year.

   All drivers will be paid overtime on weekend assignments.

2. An employee who is assigned to the driving of a school bus for two (2) or more consecutive hours and holds a valid CDL/SP endorsement shall receive his/her regular rate of pay or that of a bus driver, whichever is higher.

3. Regular School Bus Drivers who are called in for a trip which in turn has been cancelled, shall receive:

   a. from 6:00 a.m. to 5:59 p.m. - two (2) hours straight time. The drivers shall notify their respective supervisors as soon as possible, and the drivers will be assigned to perform other work.

   b. from 6:00 p.m. to 5:59 a.m. weekdays, Saturdays, Sundays, and holidays - three (3) hours straight time with no work obligations, provided no other trip opportunities are available.

4. Upon request of the Union, the Supervisor of Transportation shall meet with a representative of the bargaining unit to discuss assignments.

5. For the purpose of clarification — regular and all School Bus Drivers means "Bargaining Unit Members."

C. BIDDING PROCEDURE

1. Classification seniority shall apply only to the Transportation Department for bidding procedures and shall be defined as the length of employment by an employee in a particular classification as computed from the employee's most recent date of entry into such classification.

2. Prior to completion of the school year, a date will be established for a meeting to take place for the purpose of route selection for the upcoming school year. The meeting date will take into consideration both public and non-public school calendars. Drivers in attendance at this meeting will be paid for their attendance at meeting at their hourly rate. Drivers who have selected their bus route and to practice driving their bus route will be paid their hourly rate for the hours indicated in Article 17.H.

3. All bus routes identifying both a morning (a.m.) and evening (p.m.) assignment including the specific bus assigned to the route and the assigned hours will be posted outside the Transportation Department area approximately seven (7) to ten (10) days prior to the meeting date. In addition, noontime kindergarten/mid-day routes will be posted, when available, and be offered based on seniority. On the date of the meeting, regularly scheduled hourly school bus drivers will be called, by seniority date within the classification, to select a bus route. Prior to the scheduled meeting, bus drivers who will not be in attendance may submit, in writing, a list of at least five (5) choices identifying route preference(s). If at the time of their selection, their preferences are no longer available; their route will be selected and assigned by the administrative supervisor.

4. The parties understand and agree that it is important for students to have continuity and a positive relationship with their regular driver. Accordingly, notwithstanding any other provision herein, a driver who has bid on and received a mid-day route and/or extra assignment (i.e., CHAMPS, cafeteria, peer-to-peer, etc.) and who is absent on sick leave (non-FMLA) 5% of the assigned drive days will forfeit that mid-day route and/or extra assignment for the balance of the school year and the mid-day route and/or extra assignment will be reposted and awarded based upon seniority.

5. Where a driver bids on a non-public route, it is mandatory that the driver work on scheduled CHUH holidays where the non-public school is in session. Where a driver is absent on such a holiday, he/she must utilize available sick and/or personal leave and will be paid straight time only for the absence.

D. AVAILABILITY/ADDITIONAL ASSIGNMENTS LISTS

1. An Availability/Additional Assignment Check-off Form will be made available to all regularly scheduled hourly school bus drivers prior to the beginning of the school year. The purpose for this form will be to allow drivers to sign up for the following list of work opportunities in addition to their regular assignment.

   Weekday - (Continuous rotation based on seniority)
   Weeknight - (Continuous rotation based on seniority)

   Weekend – (Continuous rotation based on seniority)

   Extra Assignments - The senior driver will receive the extra assignment as long as it does not interfere with his/her regular assignment. For this purpose, the seniority rotation will resume at the bottom of the seniority each day. This list shall refresh once at the beginning of each school year.

2. Drivers assigned to Weekday Routes will not be eligible to participate on any additional assignment on those days on which their Weekday Route assignment conflicts with that assignment. When no regular bus driver bids on a field trip or is not available for the field trip, a substitute driver will be used. To be "available" the regular bus driver must be able to meet the departure and return times following his/her last scheduled school or the last student drop off. The trip is complete when the driver returns the bus to storage or arrives at the destination for his/her next driving assignment. However, drivers assigned to work midday routes may be eligible to participate on the Extra Assignment List provided that the drop-off and/or pick-up assignment does not contemplate overtime.

3. **Midday Routes**

   In order for a school bus driver to be assigned to a midday route, the driver must be assigned to work both a morning (a.m.) and evening (p.m.) assignment on a daily basis.

   Drivers who are assigned a midday route shall not be able to take daytime field trips if it interferes with their midday route.

   All mid-day routes shall be for a minimum of forty-five (45) minutes.

E. TRIPS

1. There will be four (4) separate trip lists established in accordance with Section C.

   a. Weekday trip list. Trips that take place between the hours of 9:00 a.m. and 2:30 p.m. This list shall include all School Bus Drivers who are not assigned on a midday route.

b. Weeknight trip list. Trips that originate 4:00 p.m. or after on Monday through Friday. This list shall include all School Bus Drivers who wish to be on the list.

c. Weekend and Overnight trips. All trips that originate on the weekend, described as starting on Saturday or Sunday, or any overnight described as involving a "stay over" during the trip and all holiday trips. This list shall include all school Bus Drivers who wish to be on the list.

d Extra Assignment List: All other driving duties not listed above. (This list includes, but is not limited to, noon assignments, early dismissals, "drop and picks," cafeteria runs, Champs, and PIP)

2. All trip lists will be posted and updated weekly. The lists will display drivers according to their seniority within the Transportation Department. Special needs of the school system may require an exception to the rotation. The driver displaced shall not lose his/her place on the rotation list, and shall be offered the next available assignment. If a driver refused to take a field or athletic trip, such driver will lose his/her turn on that rotation.

3. Except in emergencies, forty-eight (48) hours' notice should be given for field trips, outside regular work hours. If forty-eight (48) hours' notice is not given, the person who rejects the assignment shall not be "charged" with the assignment.

4. Regular drivers will be assigned field trips and athletic trips prior to substitute drivers, provided such assignment starts within fifteen minutes of the end of the driver's regular bus run.

5. Field trips/Athletic trips which occur between the last day of school and the first day of the next public school year shall be assigned by seniority on a rotating basis to all drivers with summer bus driving assignments. There will be two (2) rotating trip lists: 1) weekly and (2) weekend/holiday. The drivers returning to work on or about August 25 will be added to the bottom of the two summer rotation lists.

6. Once a trip/extra assignment is awarded, a driver may not turn in that trip/extra assignment to accept another trip/extra assignment occurring during the originally awarded trip/extra assignment. If a school bus driver is unable to perform a trip/extra assignment, the driver will be returned to the bottom of the rotation list. No switching or exchanging of trips/extra assignments will be permitted without the approval of the Supervisor of Transportation.

7. **On-Call School Bus Driver Assignment**

School Bus Drivers assigned on a daily basis to drive a school bus route which contemplates only a half-day assignment (either a.m. or p.m.) shall be given first consideration for an additional assignment as an On-Call Driver. The On-Call Driver shall either have an a.m. or p.m. assignment and shall be guaranteed two

hours if assigned to an additional route. The total number of On-Call Drivers shall not exceed more than ten percent (10%) of the current number of drivers assigned to drive on a daily basis.

F. SCHOOL BUS AIDE

1. The Board may provide a School Bus Aide when, in the opinion of the Supervisor of Transportation, conditions on that particular route warrant an assignment of an Aide.

2. Drivers assigned by the Supervisor of Transportation to be an assistant will receive their current rate of pay.

3. School Bus Aides will be guaranteed a minimum of 25 hours per week, with such hours inclusive of an average of five hours per day of scheduled time. (If a school bus aide is absent for such hours, then he/she shall be paid only to the extent he or she is absent with approved paid leave.)

4. After the school bus aide daily assignment process has been completed, the Supervisor of Transportation will assign the additional duties as needed (i.e., bus cleaning, depot duty, etc.) for any daily assignments that fall below the 25 hours per week (5 hours/day average) guarantee.

5. Every effort will be made to keep extra duty assignments on a consistent regular schedule.

6. School Bus aides may opt out of this 25 hours/week (5 hour/day average) guarantee.

G. SUMMER OPENING LIST

1. Non-driving summer work, that is June to September, when our schools are not in regular session, shall be voluntary, and the work offered to the employees shall be at the pay rate Step 1 School Bus Drivers.

2. Driving summer work, that is June to September, when our schools are not in session, shall be voluntary, and the work offered to the employees shall be at the pay rate provided for the work performed. Every effort will be made to provide additional driving hours for summer drivers to match the hours indicated in Article 17.H during the school year when feasible. However, no minimum hours can be guaranteed. Summer drivers may also be assigned non-driving duties when such work is available. [mediation settlement agreement of 9/24/13]

3. In May, summer positions will be posted. Drivers and Aides will be offered available summer work before the District hires substitutes or outside help. All positions available during the summer, including bus driving, shall be posted and selection shall be made based upon seniority provided the employee can perform the work.

4. An employee shall be assigned to work in not more than one (1) category. Inadequate performance shall result in termination of the summer assignment and another individual will be chosen from the Summer Opening List.

5. Transportation employees assigned to non-driving duties during the summer shall be covered by all provisions of this agreement with the exception of sick leave, personal leave and vacation pay. Any employee who is in pay status the day before and the day after the July 4th holiday and has worked at least thirty (30) days during summer work schedule shall be entitled to holiday pay. Payment shall be made in the last pay period of July.

   Transportation employees assigned to drive buses in the summer and who work at least 165 hours shall be entitled to vacation time according to the following schedule:

Less than three (3) years	0 hours
From three (3) to ten (10) years	up to 40 hours
From ten (10) to fifteen (15) years	up to 80 hours
Over fifteen (15) years	up to 120 hours

6. School Bus Drivers hired after 1/1/92 shall not be eligible for the Section G, Number 5 vacation schedule. Eligible drivers may be paid, upon request, for any unused vacation hours at the end of the fiscal year. A maximum of 40 hours may be carried over with the approval of the Director of Business and Operations . [mediation settlement agreement of 9/24/13]

7. Recognizing that it is the responsibility of the School District to provide transportation service for both public and non-public school students and further realizing that public and non-public school calendars do not usually coincide particularly at the start-up of the school year, school bus drivers must be prepared to return to work on or about August 25th of each year.

H. DRIVERS' HOURS

The parties agree to implement a mutually agreeable five hour guarantee of work for all bus drivers. Guidelines and procedures for this five hour guarantee are as follows:

i. Bids will be posted in accordance with Article 17.C.

ii. Drivers will be guaranteed a minimum of 25 hours per week, with such hours inclusive of an average of five hours per day of scheduled time (If a driver is absent for such hours, then he/she shall be paid only to the extent he or she is absent with approved paid leave.)

iii. After bidding process has been completed the Supervisor of Transportation will assign the additional duties as needed (i.e., data entry for field trip assignment, bus cleaning, refueling buses, stand by driving, repair, delivery, depot duty, etc.) for

any route that falls below the 25 hours per week (5 hours/day average) guarantee.

a. Every effort will be made to keep extra duty assignments on a consistent regular schedule.

b. Drivers may opt out of this 25 hours/week (5 hour/day average) guarantee.

I. SAFETY

School Bus Drivers are responsible for their daily safety checks, fueling, and cleanliness of their assigned bus. All drivers will be allotted sufficient time for each of the above.

J. FINGERPRINTING

All employees licensed and utilized as School Bus Drivers shall be fingerprinted biennially. Results received will be part of the confidential personnel records in the Human Resources Department. In the event that offenses are listed by the Bureau of Criminal Identification, Board Policy #4121 will be followed.

K. RECERTIFICATION

School bus drivers shall use professional leave for the three-day recertification classes if the classes occur during their regularly scheduled assignment. Placement on the rotation list will not be forfeited to attend these recertification classes.

ARTICLE 18 - CONSISTENCY WITH LAW

If any provisions of an agreement between the Board and the Union shall be found contrary to law, then such provision of application shall not be deemed to be valid and subsisting except the extent permitted by law, but all other provisions or applications shall continue in full force and effect. If it is mutually agreed if changes are to be made in the negotiation agreement while it is in force, such changes will be made by the negotiation process.

ARTICLE 19 - GRIEVANCE PROCEDURE FOR CLASSIFIED PERSONNEL

A. SECTION I - GRIEVANCE PROCEDURE

A dispute, disagreement or difference arising between any classified employee or group of employees and Administration or Board shall be handled initially by direct contact between the employee and his building principal or supervisor as may be appropriate under the circumstances. If not settled in this manner, and, if the dispute, disagreement or difference involves disciplinary action or interpretation or application of this bargaining agreement, a grievance may then be written by the employee on a standard form to be supplied by the administration, stating the facts including the name of the individual or individuals involved and the basis for the

grievance. The formal grievance shall be signed by the grievant and delivered to the administrator in charge. If a grievance is not filed within ten (10) work days of its occurrence, it will no longer exist.

B. **SECTION II - GRIEVANCE PROCEDURE**

STEP 1

Not later than five (5) days after a grievance is filed, the administrator in charge will notify the employee of the date, time and location of the meeting in Step 1, which date shall be no later than ten (10) days after the date of notification. At that meeting, which shall be before the Administrator in charge, the grievant shall be present. Not later than five (5) days following the date of the meeting in Step 1, the administrator in charge shall submit a written disposition to the employee involved in the grievance.

STEP 2

If the grievance is not settled at Step 1, the employee may, within ten (10) days after receipt of the written disposition of Step 1, submit to the administrator in charge a written request for a meeting in Step 2 for the purpose of settling the grievance. Not later than five (5) days after receipt of such a request, the employee shall be notified of the time and location of the meeting in Step 2, which date shall be no later than ten (10) days after the date of notification. The meeting at Step 2 shall be before the Superintendent or such member of the Superintendent's staff as he/she shall designate. The grievant shall be present. No later than (5) days after the conclusion of the hearing in Step 2, the Superintendent shall submit its disposition in writing to the employee involved in the grievance.

STEP 3

If the grievance is not settled at Step 2, the employee shall request that the matter be submitted to grievance mediation through the Federal Mediation and Conciliation Service (FMCS). The Union or the District will notify FMCS and schedule the mediation within thirty (30) days.

STEP 4

A. If the mediation at Step 3 is unsuccessful, the Union may submit to the Board a notice of arbitration. Such notice must not be later than twenty (20) days after the conclusion of the mediation.

B. The Arbitrator will be selected pursuant to The Federal Mediation and Conciliation Service (FMCS) Rules. If an arbitrator is not selected from the first list, a second list shall be provided to the parties.

C. The arbitration step of the grievance procedure shall be conducted pursuant to The Rules of the Federal Mediation and Conciliation Service.

D. The fees and expenses for the arbitrator and the transcript of the arbitration hearing shall be borne by the party who loses the arbitration case. Each party shall bear the cost of its own witnesses, exhibits and counsel.

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

In the event FMCS no longer provides mediation and/or arbitration services, the parties may mutually agree on the use of another entity and/or service, or for mediation, to meet without a mediator. The parties agree to equally share all costs associated with those entities and/or services for mediation. Such mediation and/or arbitration will be pursuant to mutually agreed upon rules. If the parties cannot agree on an entity for mediation and/or arbitration, the American Arbitration Association ("AAA") and their accompanying rules shall be utilized.

C. SECTION III - REPRESENTATION

At any of the steps hereinbefore set forth, the employee may appear:

1. Alone on his/her own behalf; or
2. Accompanied by a representative of the Union

D. SECTION IV

This agreement is intended to be the sole basis for dispute resolution between the Board and bargaining unit members. Therefore, this Agreement is intended, as permitted by law, to replace the Civil Service Commission and its Rules and Regulations. It is recognized that some problems cannot be subject to the grievance procedure provided herein since they are governed by the Ohio Revised Code. In such event, the provisions of the code shall be followed and no grievance shall be processed.

E. SECTION V

Nothing contained herein shall interfere with an employee's right to meet voluntarily with the administration.

F. SECTION VI

Failure in any step of this procedure to communicate the decision on the grievance within the time limit specified, shall permit lodging an appeal at the next step of the procedure within the time allotted, had the decision been given.

ARTICLE 20 - NO STRIKE CLAUSE

The bargaining unit agrees not to sponsor, participate in, or call a strike during the term of this agreement, and agrees that if it does sponsor, participate in, or call a strike, it shall

forfeit its rights to dues check-off and fair share service fee and that upon the happening of such event, the Board may discontinue its check-off and fair share service fee privileges.

APPENDIX

1. Employees Assistance Program
2. Application for Assault Leave (HR2936)
3. Grievance Form
4. List of Employees Affected by December 10, 2014 Memorandum of Understanding
5. [Intentionally Blank]
6. [Intentionally Blank]
7. Legacy Document
8. Plan Design
9. Plan Design

APPENDIX 1 EMPLOYEES ASSISTANCE PROGRAM

1. **Purpose**

The Cleveland Heights—University Heights Board of Education and its Local 795 bargaining unit have established an Employees Assistance Program to provide constructive ways to help bargaining unit members when chemical use problems or personal/life problems interfere with job performance.

The Employees Assistance Program is designed to identify the bargaining unit member's problems as early as possible, to motivate the member to seek help and to refer the member to the most appropriate community resource available.

2. **Job Jeopardy**

The Employees Assistance Program is a means to provide confidential assistance to members of the bargaining unit who are experiencing problems with alcohol, drugs or other personal/life problems. The program also provides supervisors and union representatives with a constructive way to help when these problems interfere with job performance.

The objective of the program is to retain and help valued members who are alcoholic or drug dependent, restoring them to better health and improved work performance. No member of the bargaining unit with an alcohol or drug problem will have either job security or promotional opportunities jeopardized because of a request for diagnosis, counseling or treatment through this program. However, the parties understand that participation in this program will not insulate bargaining unit members from appropriate disciplinary action or evaluation.

Neither shall participation remove from members their right to union representation in all instances including grievances, hearings and litigation.

3. **Privacy and Confidentiality**

When the bargaining members use the Employees Assistance Program for an alcohol or drug related problem, only the member, the Union and/or Management contact (if the member is referred by them) and the service provider's employee assistance coordinator should know that the member has sought help or has been referred for assistance.

The service provider's employees assistance program coordinator will maintain a record of the member's progress on a strictly confidential basis. Nothing pertaining to the Employees Assistance Program will be placed into a member's personnel file before, during, or after the member seeks assistance. The confidential nature of records of individuals who utilize the service will be strictly preserved.

4. **Contract Service**

The specified services will be supplied by a provider agreed upon by the Board and the Union. The provision of service by a non-aligned third party will help insure confidentiality and privacy while maintaining expert diagnostic assistance. The primary focus of the program is to provide diagnostic and referral services to members of the 795

bargaining unit in need. The contracted agency or individual may provide direct service or will refer to appropriate community agencies.

The following list describes the kind of personal and life problems identified as appropriate for assistance from the program:

1. Chemical Dependency

    a. Alcoholism
    b. Other drug dependencies

2. Emotional Problems

3. Family Problems

4. Marital Problems

5. Financial Problems

6. Legal Problems

5. **Referral**

The provision of service can be activated by any one of three ways:

1. Self-Referral - The member may recognize the need for assistance through the program.

2. Family Referral - The spouse or immediate dependents may member by contacting the agency and encouraging participation

3. Supervisory and/or Union Referral - Local 617 or supervisors may refer members to the Employees Assistance Program.

6. **Literature**

Initial literature announcing and describing the Employees Assistance Program for Local 617 shall be published and distributed by Local 617 on Local 617 letterhead. This initial literature shall be approved by both the Superintendent of Schools and the President of the Union and shall be signed by both.

APPENDIX 2

CLEVELAND HEIGHTS-UNIVERSITY HEIGHTS CITY SCHOOL DISTRICT
Human Resources Department

APPLICATION FOR ASSAULT LEAVE

Pursuant to the provisions of the negotiated agreements with the Cleveland Heights-University. Heights City School District and the Cleveland Heights 'Teachers Union, Local 795, AFT, and the OAPSE Locals 102 and 617, 1 hereby apply for assault leave and, in support of my, application, state the following:

Employee Name:_____Building:
_____

I began my absence on:_____ I returned to duty on:
_____

I was assaulted on:_____ by:_____
_____
(name of employee or student)
at:_____in the following manner:
_____
(place where incident occurred)

_____
_____
(furnish brief description of occurrence – use back of form if necessary)

The assault was witnessed by:
_____

and was reported to:_____on
_____
(name of supervisor/administrator)

Employee Signature:_____Date:
_____

If you received medical attention because of the assault, have the attending physician complete the following:

I treated _____ on the following dates:
_____

_____and have/will discharge(d)
_____

_____from further treatment on
_____

In my opinion,_____was totally disabled from
_____

to_____and will continue to be totally disabled until
_____

The disability for which I treated_____is
_____

_____

_____ _____
_____
Printed Name of Physician Signature of Physician Date

APPENDIX 3

CLEVELAND HEIGHTS-UNIVERSITY HEIGHTS CITY SCHOOL DISTRICT

GRIEVANCE FORM

No.: _____

Date: _____

1. Name of Employee: _____
2. Building where employed: _____
3. Nature of Grievance: _____

_____

_____

(State exactly what happened, when, where, why, and what adjustment is sought. Continue on separate sheet if necessary)

Please provide the following from Agreement:

ARTICLE # _____ SECTION _____ PARAGRAPH# _____

_____

_____

4. Relief Sought: _____

_____

5. No. of employees involved _____ 6. Date of occurrence _____
6. Witnesses: _____

_____

7. Do you wish to be represented at hearings by the Ohio Association of Public School Employees? _____

_____
Signature of Aggrieved Employee

_____
Signature of Employee's Supervisor

Copies sent to:
1st Employee's Supervisor
2nd Director of Business and Operations
3rd Chief of Human Resources and Operations
4th Superintendent
5th Employee
6th Union

Date:
_____
_____
_____
_____
_____
_____

APPENDIX 4

EMPLOYEES AFFECTED BY DECEMBER 10, 2014 MEMORANDUM OF UNDERSTANDING EFFECTIVE JUNE 6, 2017

LAST NAME	FIRST NAME	HIRE DATE	POSITION
BAILEY	BRIAN	4/2/1998	IT SUPPORT SPECIALIST
BOONE	GREG	11/22/2002	TRADESPERSON
BRAZILE	ERICK	11/18/2002	SKILLED LABORER
BROWN	MARC	11/4/1985	IT TECH. INFRASTRUCTURE SPEC.
CAREY	CRAIG	4/8/2002	IT SUPPORT SPECIALIST
COLEMAN	GEORGE	4/10/2006	TRADESPERSON
COPELAND	GREGORY	11/7/2005	SKILLED LABORER
DAGUE	TIGE	9/24/1990	TRADESPERSON - LEAD
DEAN	TONY	3/4/2002	ASSISTANT CUSTODIAN - HIGH SCHOOL
EGNER	STEVEN	1/30/1995	TRADESPERSON - LEAD MECHANIC
FLORO	DONALD	12/27/1990	TRADESPERSON
FRANKLIN	JASON	11/21/2002	SKILLED LABORER
FRIERSON	WILBUR	4/1/2002	ASSISTANT CUSTODIAN
GILBERT	STEVE	10/7/2002	SKILLED LABORER
HAWKINS JR.	DAVID	4/10/2007	SKILLED LABORER
JACKSON	DEUANTA	2/24/1997	EQUIPMENT OPERATOR
JACKSON	CARY	3/10/1993	HEAD CUSTODIAN -GRADE IV
JAKAB	GREGORY	3/1/2007	UTILITY TRADESPERSON
KASERMAN	GARY	12/9/1991	HEAD CUSTODIAN - GRADE II
MOSS	DAVID	5/27/2008	HEAD CUSTODIAN - GRADE III
PASQUINO	MICHAEL	5/17/2004	TRADESPERSON
PAVSEK	JAMES	9/15/1997	IT SUPPORT SPECIALIST
RICH	MICHAEL	7/5/2006	TRADESPERSON - MECHANIC
ROBINSON	KELVIN	4/14/1997	EQUIPMENT OPERATOR - LEAD
SLAUGHTER	TORIAN	12/12/2005	HEAD CUSTODIAN - GRADE IV

SMITHINGELL	STEVEN	9/2/1997	TRADESPERSON - MECHANIC
STAIR	EDWARD	3/8/1999	ASSISTANT CUSTODIAN
WALKER JR.	FREDERICK	4/1/2002	IT SUPPORT SPECIALIST
WALKER II	KEITH	12/12/2005	ASSISTANT CUSTODIAN

APPENDIX 5

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into this 24 day of May, 2019 by and between the Cleveland Heights-University Heights City School District Board of Education (hereinafter "Board") and the Ohio Association of Public School Employees Local 617 (hereinafter the "Union").

WHEREAS, the Collective Bargaining Agreement ("CBA") between the parties expires June 30, 2019; and

WHEREAS, the parties have already agreed to extend the terms of the current contract according to the terms from the board adopted memorandum of understanding signed and dated March 21, 2019 and board approved on April 2, 2019 ("MOU"); and

WHEREAS, the Union has asked that the Board consider the change to that MOU in Article 17.D.1; and

WHEREAS, the Board is willing to consider such a change in collaboration with the Union on its area of concern;

NOW, THEREFORE, it is hereby agreed that during the term of the MOU, and thereafter unless otherwise negotiated between the parties, Article 17.D.1 shall be as follows:

Article 17 D.1.

D. AVAILABILITY/ADDITIONAL ASSIGNMENTS LISTS

1. An Availability/Additional Assignment Check-off Form will be made available to all regularly scheduled hourly school bus drivers prior to the beginning of the school year. The purpose for this form will be to allow drivers to sign up for the following list of work opportunities in addition to their regular assignment.

Weekday – (Continuous rotation based on seniority)

Weeknight – (Continuous rotation based on seniority)

Weekend – (Continuous rotation based on seniority)

Extra Assignments - (The senior driver will received the extra assignment as long as it does not interfere with his/her regular assignment. For this purpose, the seniority rotation will start from the top of the seniority list each day.)

APPENDIX 6

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into this 21 day of March, 2019 by and between the Cleveland Heights-University Heights City School District Board of Education (hereinafter "Board") and the Ohio Association of Public School Employees Local 617 (hereinafter the "Union").

WHEREAS, the Collective Bargaining Agreement ("CBA") between the parties expires June 30, 2019; and

WHEREAS, the parties have agreed to extend the terms of the current contract until June 30, 2021, resulting in a continuation of present pay at the 2018-2019 pay levels, with no changes other than those described herein and the effective dates of the CBA, and subject to the "me too" provision below. (The parties acknowledge among the extended terms of the current contract are step increases effective July 1, 2019, and July 1, 2020, and any other incentive without an expiration date.); and

WHEREAS, the parties acknowledge that the language in Article 7.A.11. (regarding attendance incentives) expires effective August 31, 2019, and is not otherwise extended by this memorandum of understanding; and

WHEREAS, the parties agree to extend the pilot program in Article 17.H., and the Memorandum of Understanding regarding same, as amended herein, (attached as Appendix A) through the duration of this memorandum of understanding, now expiring at the conclusion of the 2020-2021 school year unless both parties agree to continue it; and

WHEREAS, the parties agree during the term of this memorandum of understanding, and thereafter unless otherwise negotiated between the parties, that for any classification, the district has the option to identify a "Lead" position – i.e. Lead Tradesman, Lead Ground, Lead Mechanic, etc., and such positions' work hours may be adjusted to allow individuals holding those positions to be assigned to work up to nine (9) hours on a given work day based on District needs; and

WHEREAS, the parties agree during the term of this memorandum of understanding, and thereafter unless otherwise negotiated between the parties, that Article 2.A. Article 2.B. shall be as reflected in Appendix B to this memorandum of understanding; and Article 17.D.1. shall be as reflected in Appendix C to this memorandum of understanding; and

WHEREAS, the parties have agreed that during the term of this memorandum of understanding, should any recognized Cleveland Heights-University Heights bargaining unit ratify an Agreement with the Board that results in a change in base salary, OAPSE Local 617 members' base salaries shall be adjusted by the equivalent amount. In addition, during the term of this memorandum of understanding, should any recognized Cleveland Heights-University bargaining unit ratify an Agreement with the Board that results a change in medical, prescription, drug, vision or dental benefits/plan design, and/or the member cost

associated therewith, OAPSE Local 617 members' benefits/plan design and/or cost shall be adjusted by the equivalent benefit/plan design and/or amount.

NOW, THEREFORE, it is hereby agreed that:

1. The CBA that expires on June 30, 2019 will remain in full force and effect beginning July 1, 2019 through June 30, 2021.

2. This MOU shall not have any precedential nature or effect beyond the parties' intention of extending the July 1, 2017 - June 30, 2019 CBA for two years.

IN WITNESS WHEREOF the parties do hereby agree to this Memorandum of Understanding.

THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES LOCAL 617

By: _____

Name: GARY KASERMAN

Title: Local #617 President

CLEVELAND HEIGHTS- UNIVERSITY HEIGHTS CITY SCHOOL DISTRICT BOARD OF EDUCATION

By: Brian Williams

Name: Brian Williams

Title: Superintendent

By: Jodi Sourini

Name: Jodi Sourini

Title: Board President

Appendix A

MEMORANDUM OF UNDERSTANDING

The Cleveland Heights-University Heights City School District Board of Education ("Board") and the Ohio Association of Public School Employees Local 617 ("Union") hereby enter into this Memorandum of Understanding ("MOU") related to five (5) hour per day and twenty-five (25) hours per week bus driver pilot program for the 2018-2019 school year.

WHEREAS, Article 17.H. of the July 1, 2017 Negotiated Agreement ("Negotiated Agreement") between the Parties states that "[t]he parties agree to implement a mutually agreeable pilot five hour guarantee of work for all bus drivers by July 1, 2018. The Labor Management Committee will meet to establish guidelines and procedures to put this guarantee into effect"; and

WHEREAS, Article 17.H. further states that "[p]rior to March 15, 2018, the parties shall present the matter to their respective constituents for a formal vote on the matter. The pilot program shall expire at the conclusion of the 2018-2019 school year unless both parties agree to continue it"; and

WHEREAS, the parties have agreed to waive the March 15, 2018 deadline for a formal vote on the matter, moving the formal vote deadline to April 15, 2018; and

WHEREAS, the parties agree that this pilot program will not apply to summer driving/work (i.e., work occurring after the last day of the regular school year, Friday, June 1, 2018, and before the first day of the following school year, August 20, 2018); and

NOW THEREFORE, in accordance with Article 17.H. of the Negotiated Agreement, the Parties hereby agree as follows:

1. Bids will be posted in accordance with Article 17.C. of the Negotiated Agreement.

2. Drivers will be guaranteed a minimum of 25 hours per weeks, with such hours inclusive of an average of five hours per day of scheduled time. (If a driver is absent for such hours then he/she shall be paid only to the extent he or she is absent with approved paid leave.)

3. After bidding process has been completed the Supervisor of Transportation will assign the additional duties as needed (i.e. data entry for field trip assignments, bus cleaning, refueling buses, stand by driving, repair, delivery, depot duty, etc.) for any route that falls below the 25 hours per week (5 hours/day average) guarantee.

    a. Every effort will be made to keep extra duty assignments on a consistent regular schedule

    b. Drivers may opt out of the 25 hours/week (5 hours/day average) guarantee.

4. This MOU shall not have any precedential nature or effect.

5. This pilot program shall expire at the conclusion of the 2018-2019 school year (June 3, 2019), unless both parties agree to continue in writing.

6. **Fill-In Drivers- Will cover midday routes as needed in addition to the aforementioned duties outlined to guarantee a 5-hour work day. There will be no more than 3 positions assigned for the school year.**

APPENDIX 7

LEGACY DOCUMENT

This document reflects excerpts from the July 1, 2017-June 30, 2019 Agreement between the Cleveland Heights-University Heights Board of Education and the Ohio Association of Public School Employees, Local 617 that are no longer applicable. The parties have agreed to maintain this Legacy Document in the event there is a change in federal or state law that will allow for this language to be placed back into the contract and be implemented. In the event there is such a change in law, the parties shall negotiate to agreement, any required and/or necessary changes to this legacy document prior to the document being placed back into the negotiated agreement.

B. **FAIR SHARE SERVICE FEE**

1. OAPSE and its Local #617 recognizes its obligation to fairly and equitably represent all members of the bargaining unit, whether or not they are members of Local #617. For this service, the Union may access a fair-share service fee, not to exceed the amount of dues uniformly required of members of the Local, against non-members of the Local as provided in this section.

2. The fair-share service fee assessment shall be applicable to all employees represented by this agreement.

3. The fair-share service fee or union dues shall be collected by the Board, via monthly automatic payroll deductions. All state dues shall be forwarded to the Treasurer of the State Union. Local dues shall be forwarded to the local Treasurer.

4. The Board shall inform all employees and all new hires that they are obligated, as a condition of employment to pay a fair-share service fee after sixty (60) work days of employment of a new hire. The service fee assessed against a returnee shall begin in the month of their return.

5. The Board shall provide the Treasurer of Local 617 a list of all fair-share and dues paying members on a monthly basis; a list of new bargaining unit members; a list of bargaining unit members returning from leaves of absence; and a list of employees who terminate employment.

6. The Union represents to the Employer that an internal rebate procedure has been established, and that a procedure for challenging the amount of the representation fee has been established. These procedures will be provided, in writing, to each bargaining unit employee who does not join the Union. These procedures, and all notices associated with these procedures, shall be in compliance with all applicable State and Federal laws and the Constitutions of the federal government and the State of Ohio.

7. Subject to the above, Local #617 agrees to hold the Board harmless and to defend the Board 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 and defend the Board for any liability imposed on it as a result of any such suit, claim or administrative proceeding. (The Union shall select a qualified competent attorney.) Such indemnification and defense shall not extend to claims against the Board for discrimination on the basis of race, sex or national origin or because of clerical or other errors by Board employees. For purposes of this Section, the term "Board" includes the Board of Education of the Cleveland Heights-University Heights City School District, its members, the Treasurer/CFO, Superintendent and all members of the administrative staff. Should this indemnification agreement be found invalid or void by any court, the entire Article 2, Section A may be reopened for negotiations by request of either party.

APPENDIX 8 (Intentionally Blank)

APPENDIX 9

Medical Mutual of Ohio

	Non-Grandfathered	
Benefits	**Network**	**Non-Network**
Network/Non-Network Integration	Separate - Costs incurred for a non-network provider will only apply to the non-network deductible, coinsurance limits and vice versa	
Benefit Period	January 1st through December 31st	
Benefit Period Deductible - Single/Family	$100/$200	$200/$400
Coinsurance	90%	80%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) - Single/Family	$400/$800	Unlimited
Out-of-Pocket (Deductible + Coinsurance)	$500/$1,000	Unlimited
Maximum Out-of-Pocket (Deductible + Coinsurance + Medical & Rx Copays)	$6,850/$13,700	Unlimited
Physician/Office Services		
Office Visit (Illness/Injury)	$15 Copay	90% after deductible
Urgent Care Office Visit	$15 Copay	90% after deductible
Preventive Services		
Preventive Services, in accordance with state and federal law	100%	100%
Outpatient Services		
Surgical Services	90% after deductible	80% after deductible
Diagnostic Services	90% after deductible	80% after deductible
Emergency use of an Emergency Room and Emergency Room Physician	$25 copay, then 100%	$75 copay, then 100%
Non-Emergency use of an Emergency Room and Emergency Room Physician	$100 copay, then 100%	$100 copay, then 100%
Hearing Services	Covered	
Durable Medical Equipment	90% after deductible	80% after deductible
Organ Transplant	90% after deductible	80% after deductible
Ambulance Services	90% after deductible	80% after deductible
Inpatient Facility		
Semi-Private Room and Board	90% after deductible	80% after deductible
Maternity	90% after deductible	80% after deductible
Inpatient & Outpatient Mental Health and Substance Abuse	Benefits paid based on corresponding medical benefits	
Prescription Drug Benefits		
Retail Program		
Generic	$5 Generic	Not Covered
Formulary	$15 Single Source Brand	Not Covered
Non-Formulary	$50 Multi-Source Brand	Not Covered
Home Delivery Program		
Generic	$10 Generic	Not Covered
Formulary		Not Covered

	$30 Single Source Brand	
Non-Formulary	$100 Multi-Source Brand	Not Covered
Other Rx Plan Changes	MMO's Basic Plus Formulary: Prior Authorization, Quantity Duration Limits and Step Therapy for certain drugs. Retin-A or equivalent coverage is included for plan participants who are age 25 and older for medically necessary purposes only.	

* Beginning January 1, 2026, GLP-1 receptor agonists/drugs are not covered for the treatment of obesity or weight management. Where GLP-1 receptor agonists/drugs are prescribed for FDA-approved indications (e.g., diabetes), prior authorization is required.

*Outpatient therapy – increase to 12 visits per year

This contract, effective July 1, 2025, through June 30, 2028, set forth was entered into following ratification by Ohio Association of Public School Employees Local #617 on 5/30/25, and following ratification by the Board on 6/24/25:

Malia Lewis, Board President

Date

Elizabeth Kirby, Superintendent

Date

Angéle Latham, Chief Financial Officer / Treasurer

Date

Bertha L. Pickett, Ohio Association of Public School Employees Local #617

Date

Matthew T. Lisk

OAPSE F.R.