

**GARFIELD HEIGHTS BOARD OF EDUCATION
GARFIELD HEIGHTS, OHIO**

**RECORD OF PROCEEDINGS
Minutes – Special Board Meeting
January 13, 2012**

The Board of Education of the Garfield Heights City School District met in Special session on Friday, January 13, 2012, Garfield Heights Board of Education Offices at 7:30 a.m. with Mr. Joseph M. Juby, President of the Board, presiding.

ROLL CALL

Present : Mr. Juby, Mr. Wolske, Mr. Dobies, Mrs. Geraci, Mrs. Kitson
Absent: None

ADOPTION OF AGENDA

Moved by Mr. Dobies, seconded by Mrs. Kitson to adopt the agenda as presented.

Ayes: Dobies, Kitson, Geraci, Wolske, Juby
Nays: None

Moved by Mrs. Geraci, seconded by Mrs. Kitson to approve Resolution No. 2012-001, a Resolution approving the tentative agreement with O.A.P.S.E. Local #108/Local #4, as presented in Exhibit "A".

Prior to the vote, Wolske cited Ohio Ethics Commission Advisory Opinion #89-005 allowing him to vote on this agenda item.

Ayes: Geraci, Kitson, Dobies, Wolske, Juby
Nays: None

Moved by Mr. Wolske, seconded by Mrs. Kitson to approve Resolution No. 2012-002, a Resolution adjusting Administrative and Supervisory personnel compensation and benefits, as presented in Exhibit "B".

Ayes: Wolske, Kitson, Dobies, Geraci, Juby
Nays: None

Moved by Mr. Wolske, seconded by Mrs. Geraci to approve Resolution No. 2012-003, a Resolution adjusting exempt and qualified personnel compensation and benefits, as presented in Exhibit "C".

Ayes: Wolske, Geraci, Dobies, Kitson, Juby
Nays: None

EXECUTIVE SESSION

Moved by Mr. Wolske, seconded by Mrs. Geraci to enter into Executive Session at 8:00 a.m. to discuss personnel and legal matters.

Ayes: Wolske, Geraci, Dobies, Kitson, Juby
Nays: None

Due to a prior commitment, at this time and before going into the executive session, Mrs. Kitson left the meeting.

Adjourned from Executive Session at 9:00 a.m.

Moved by Mr. Wolske, seconded by Mrs. Geraci to adjourn the meeting at 9:01 a.m.

Ayes: Wolske, Geraci, Dobies, Juby
Nays: None



President



Treasurer

Resolution No. 2012-001

**RESOLUTION APPROVING TENTATIVE AGREEMENT
WITH OAPSE LOCAL #108 / LOCAL #4**

WHEREAS, the Board of Education and OAPSE Local #108 / Local #4 ("OAPSE") are the parties to a collective bargaining agreement that expired on June 30, 2011; and

WHEREAS, the Board and OAPSE representatives have reached a tentative agreement for a one-year successor agreement ("tentative agreement"); and

WHEREAS, the Board is informed that the OAPSE membership ratified the terms of the tentative agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Education of the Garfield Heights City Schools, County of Cuyahoga, State of Ohio, that:

Section 1: The tentative agreement reached by the representatives of the Board and OAPSE (attached as Exhibit A) is approved and shall be implemented in accordance with its terms.

Section 2: The Superintendent and Treasurer are authorized to take those steps necessary to implement the terms of the approved tentative agreement.

Section 3: It is found and determined that all formal actions of the Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Board, and that all deliberations of the Board and any of its committees that resulted in such formal action were in meetings in compliance with all legal requirements, including R.C. §121.22.

Resolution No. 2012-002

**RESOLUTION ADJUSTING ADMINISTRATIVE AND SUPERVISORY PERSONNEL
COMPENSATION AND BENEFITS**

WHEREAS, the Board of Education employs administrative and supervisory personnel and desires to memorialize a compensation adjustment and modifications to the benefit schedule.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Education of the Garfield Heights City Schools, County of Cuyahoga, State of Ohio, that:

Section 1: The Board authorizes eligible administrative and supervisory personnel to receive a step increase equal to one step level higher on the salary schedule than he or she was on as of June 30, 2010 ("step increase"). This step increase is effective retroactive to July 1, 2011.

Section 2: The Board eliminates the benefit schedule for administrative and supervisory personnel in effect on December 31, 2011, (attached as Exhibit B-1).

Section 3: The Board adopts a revised benefit schedule for administrative and supervisory personnel (attached as Exhibit B-2), which shall be effective January 1, 2012.

Section 4: The Superintendent and Treasurer are authorized to take those steps necessary to implement this Resolution.

Section 5: It is found and determined that all formal actions of the Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Board, and that all deliberations of the Board and any of its committees that resulted in such formal action were in meetings in compliance with all legal requirements, including R.C. §121.22.

Resolution No. 2012-003

**RESOLUTION ADJUSTING EXEMPT AND QUALIFIED PERSONNEL
COMPENSATION AND BENEFITS**

WHEREAS, the Board of Education employs exempt and qualified personnel and desires to memorialize a compensation adjustment and modifications to the benefit schedule.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Education of the Garfield Heights City Schools, County of Cuyahoga, State of Ohio, that:

Section 1: The Board authorizes eligible qualified and exempt personnel to receive a step increase equal to one step level higher on the salary schedule than he or she was on as of June 30, 2010 ("step increase"). This step increase is effective retroactive to July 1, 2011.

Section 2: The Board eliminates the benefit schedule for qualified and exempt personnel in effect on December 31, 2011, (attached as Exhibit C-1).

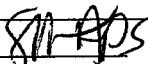
Section 3: The Board adopts a revised benefit schedule for qualified and exempt personnel (attached as Exhibit C-2), which shall be effective January 1, 2012.

Section 4: The Superintendent and Treasurer are authorized to take those steps necessary to implement this Resolution.

Section 5: It is found and determined that all formal actions of the Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Board, and that all deliberations of the Board and any of its committees that resulted in such formal action were in meetings in compliance with all legal requirements, including R.C. §121.22.

**Garfield Heights City Schools
OAPSE Local #108 / Local #4 Negotiations
Tentative Agreement Packet: October 24, 2011**

The Board and Union met for negotiations on October 20, 2011, and October 24, 2011, and reached tentative agreement on the provisions contained herein. The Board and Union agree all other issues on which there is no tentative agreement remain open and are in the process of being negotiated. In this document, deletion of language is shown through strikethrough and addition of language through bolding.

Agreed to by the Board: 

Agreed to by the Union: 

The following provisions of the labor contract effective July 1, 2007 through June 30, 2010 shall remain at current contract language ("CCL"):

- | | | | | | | | |
|------|------|------|------|------|------|------|-----------|
| 1.2 | 3.8 | 4.5 | 6.2 | 6.30 | 14.1 | 19.6 | 26.4 |
| 1.3 | 3.9 | 4.6 | 6.3 | 7.1 | 15.1 | 21.5 | 26.5 |
| 1.5 | 3.10 | 4.7 | 6.4 | 8.1 | 15.3 | 22.5 | 26.6 |
| 1.6 | 3.11 | 4.8 | 6.5 | 8.2 | 15.6 | 23.2 | 26.8 and, |
| 1.61 | 3.12 | 4.9 | 6.6 | 8.3 | 16.2 | 23.3 | 27.5. |
| 2.1 | 3.13 | 4.10 | 6.7 | 9.1 | 16.3 | 23.5 | |
| 2.2 | 3.14 | 4.11 | 6.10 | 9.2 | 17.5 | 24.1 | |
| 2.3 | 3.15 | 4.12 | 6.14 | 9.3 | 17.6 | 24.2 | |
| 3.1 | 3.16 | 4.13 | 6.17 | 9.4 | 17.7 | 24.3 | |
| 3.2 | 3.17 | 4.14 | 6.19 | 9.5 | 18.1 | 24.7 | |
| 3.3 | 3.18 | 4.17 | 6.20 | 11.1 | 18.2 | 24.9 | |
| 3.4 | 4.1 | 4.18 | 6.22 | 12.2 | 18.3 | 25.3 | |
| 3.5 | 4.2 | 5.1 | 6.23 | 12.4 | 18.5 | 25.4 | |
| 3.6 | 4.3 | 5.2 | 6.24 | 13.1 | 18.6 | 26.1 | |
| 3.7 | 4.4 | 6.1 | 6.25 | 13.2 | 19.2 | 26.3 | |

Agreed to by the Board: SMADS

Agreed to by the Union: [Signature]

Section 1, 1.4(2)(D) shall be modified as follows:

D. Direct deposit to employee approved financial institution (~~Effective July 1, 2006 :~~
All new employees will be required to direct deposit their pay into their financial institution.)

The parties agree the remainder of Section 1.4 shall remain at CCL.

Agreed to by the Board: SMADS

Agreed to by the Union: [Signature]

Section 3, 3.19 shall be modified as follows:

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

Agreed to by the Board: SMADS

Agreed to by the Union: [Signature]

Section 4, 4.16 shall be modified as follows:

Step Two (Formal): If the grievance is not satisfied with the results of the Step One discussion, or is unable for reasons beyond his/her control to discuss the matter informally, the employee may begin formal procedure by submitting the formal grievance on Grievance Procedure Form A to the designated Step Two Board representative. **The Assistant Superintendent – Human Resources, or his/her designee, will serve as the Step Two Board representative.** ~~following will be the Step Two Board representative unless and until the Board announces any changes:~~

Class A Personnel:

School Clerical _____ Director of Business Services

Non Public Auxiliary Service Clerks

Central Office Clerical

Class B Personnel: Educational Support Staff _____ Director of Business Services

Class C. Personnel: Cafeteria _____ Director of Business Services

Class D Personnel: _____ Director of Business Services
Custodian
Housekeeping

Class E Personnel:
Transportation _____ Director of Business Services

Class F Personnel:
Maintenance _____ Director of Business Services

Class G Personnel:
Technology _____ Director of Business Services
Network Technician

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

Agreed to by the Board: SM APS

Agreed to by the Union: [Signature]

Section 6, 6.16 shall be modified as follows:

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

Agreed to by the Board: SM APS

Agreed to by the Union: [Signature]

Section 6, 6.26 shall be modified as follows:

~~Military Leave: Any employee who may enlist or be drafted into any branch of the defense forces of the United States shall be granted military leave. The employee shall be reinstated to his/her position in the school system upon written request for reinstatement within ninety (90) days from the date of discharge provided there is no evidence indicating said person is incapable of performing the necessary duties of the position. The Board shall grant military leave in accordance with state and federal law.~~

Agreed to by the Board: SM AOS

Agreed to by the Union: TR JAO

Section 15, 15.2 shall be modified as follows:

Seniority Ties: If two or more employees have the same ~~system-wide job classification~~ seniority, the tie will be broken, first, by ~~job-classification~~ **system-wide** seniority and, next, by a flip of a coin.

Agreed to by the Board: SM AOS

Agreed to by the Union: TR JAO

Section 19, 19.4 shall be modified as follows:

Payday: All employees are paid **bi-weekly**, ~~every other Friday~~ except for years with 53 Fridays.

The Board shall not pay employees in advance of days actually worked.

- a. ~~All salaried employees are paid in 26 equal pays.~~
 - b. ~~Hourly employees are paid during the term of their actual employment, and payment is dispersed on a two week deferred basis or has the option of receiving twenty six (26) equal pays for the duration of this contract period. Employees must notify payroll by July 1, 2006 if they wish to choose the twenty six (26) pay option.~~
-

Agreed to by the Board: SM AOS

Agreed to by the Union: TR JAO

Section 23, 23.1 shall be modified as follows:

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

Agreed to by the Board: SM ADS

Agreed to by the Union: JKJOP

Section 23, 23.4 shall be modified as follows:

Seniority List: The Union will be furnished with a seniority roster of all employees, showing job classification seniority and system-wide seniority, ~~upon execution of this Agreement and~~ on or about every October 1st, thereafter.

Agreed to by the Board: SM ADS

Agreed to by the Union: JKJOP

Section 26, 26.2 shall be modified as follows:

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

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

Polo-style shirts must be worn when school is in session. District issued t-shirts can be worn as a substitute for the summer months and during holiday breaks.

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

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

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

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

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

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

Transportation staff will be issued a three season jacket or parka style jacket.

Uniform issued ~~poles, t-shirts~~ **shirts** and/or jackets must be worn daily and must be worn as the outer most visible garment on the body.

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

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

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

Transportation, custodians, housekeeping and Maintenance staff, when allowed, can wear denim shorts or jeans. Shorts or pants will be a denim material or an approved material in navy or khaki color.

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

**Garfield Heights City Schools
OAPSE Local #108 / Local #4 Negotiations
Tentative Agreement Packet No. 2: October 25, 2011 4:30 pm**

The Board and Union met for negotiations on October 25, 2011, and reached tentative agreement on the provisions contained herein. The Board and Union agree all other issues on which no tentative agreement has been reached either in this document or the tentative agreement signed at 10:15 am on October 25, 2011, remain open and are in the process of being negotiated. In this document, deletion of language is shown through strikethrough and addition of language through bolding.

Agreed to by the Board: SMAS

Agreed to by the Union: Projeo

The following provisions of the labor contract effective July 1, 2007 through June 30, 2010 shall remain at current contract language ("CCL"):

1.62 12.3 24.5
6.11 15.35 25.1
6.15 18.4 25.5
6.18 18.7 26.7
6.27 19.5 27.1
6.31 19.7 27.2 and
6.32 21.1 27.4.
11.2 21.2
11.4 21.3
11.5 21.4

Agreed to by the Board: SMAS

Agreed to by the Union: Projeo

Section II – Rights and Responsibilities of the Board

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

Agreed to by the Board: SM ADS

Agreed to by the Union: TRJ

Section 6, 6.8 shall remain at current contract language ("CCL") with the exception of the term "Director of Business Services" being replaced by the term "Assistant Superintendent – Human Resources."

Agreed to by the Board: SM ADS

Agreed to by the Union: TRJ

Section 6, 6.12 shall remain at current contract language ("CCL") with the exception of the term "Director of Business Services" being replaced by the term "Assistant Superintendent – Human Resources."

Agreed to by the Board: SM ADS

Agreed to by the Union: TRJ

Section 6, 6.21 shall remain at current contract language ("CCL") with the exception of the term "Director of Business Services" being replaced by the term "Assistant Superintendent – Human Resources."

Agreed to by the Board: SM ADS

Agreed to by the Union: TRJ

Section 11, 11.201 shall be wholly stricken and deleted from the labor contract.

Agreed to by the Board: SM ADS

Agreed to by the Union: TRJ

Section 11, 11.3 shall remain at current contract language ("CCL") with the exception of the term "Director of Business Services" being replaced by the term "Assistant Superintendent – Human Resources."

Agreed to by the Board: SM ADS

Agreed to by the Union: TRJ

Section 11, 11.6 shall remain at current contract language ("CCL") with the exception of the term "Director of Business Services" being replaced by the term "Assistant Superintendent – Human Resources."

Agreed to by the Board: SM ADS

Agreed to by the Union: [Signature]

Section 16, 16.1 shall remain at current contract language ("CCL") with the exception of the term "Director of Business Services" being replaced by the term "Treasurer or his/her designee"

Agreed to by the Board: SM ADS

Agreed to by the Union: [Signature]

Section 21, 21 shall remain at current contract language ("CCL") with the exception of the term "Director of Business Services" being replaced by the term "Superintendent or his/her designee"

Agreed to by the Board: SM ADS

Agreed to by the Union: [Signature]

Section 21, 21.6 shall remain at current contract language ("CCL") with the exception of the term "Director of Business Services" being replaced by the term "Superintendent or his/her designee"

Agreed to by the Board: SM ADS

Agreed to by the Union: [Signature]

Section 22, 22.3 shall remain at current contract language ("CCL") with the exception of the term "Director of Business Services" being replaced by the term "Assistant Superintendent – Human Resources."

Agreed to by the Board: SM ADS

Agreed to by the Union: [Signature]

The Union has withdrawn its initial proposal for a new Section 23.6 and the new proposals on camera, camera on buses, and distribution of medication on pages 21-23 of the Union's initial proposal.

Agreed to by the Board: SM AS

Agreed to by the Union: RR

Section 25, 25.2 shall remain at current contract language ("CCL") with the exception of the term "Director of Business Services" being replaced by the term "Superintendent or his/her designee".

Agreed to by the Board: SM AS

Agreed to by the Union: RR

Section 29 shall be modified to read as follows:

This agreement commences July 1, 2007, 2011 and continues in full force and effect through midnight June 30 2010-2012. It terminates the previous agreement, dated July 1, 2005 2007 through June 30th, 2007 2010 at midnight June 30, 2007 2011. If during the term of this agreement there is a change in any applicable federal or state law which would invalidate any provisions of this agreement, the parties will need to resolve any necessary changes in the agreement relative to the affected provision only.

**Garfield Heights City Schools
OAPSE Local #108 / Local #4 Negotiations
Tentative Agreement Packet No. 3: December 9, 2011 11:10 a.m.**

The Board and Union met for negotiations on December 9, 2011 and with the assistance of a mediator from Federal Mediation and Conciliation Services reached tentative agreement on the provisions contained herein.

Agreed to by the Board: SM ADS

Agreed to by the Union: OCPTKJ

The following provision of the labor contract effective July 1, 2007, through June 30, 2010, shall remain at current contract language ("CCL"):

✓ 25.6

Agreed to by the Board: SM ADS

Agreed to by the Union: OCPTKJ

24.8. Copy of Agreement: Upon execution of this Agreement, the Board will provide post a copy thereof to every current or future employee in the bargaining unit, without charge on its website.

Agreed to by the Board: SM ADS

Agreed to by the Union: OCPTKJ

27.3 Banquet Premium: Cafeteria and housekeeping staff employees will be paid time and one-half (1 ½) their regular rate of pay for banquets worked outside their regularly scheduled hours. It is the discretion of the ~~Director of Business Services~~ Superintendent or his/her designee to have housekeeping staff called in after a banquet.

Agreed to by the Board: SM ADS

Agreed to by the Union: OCPTKJ

Section 1, 1.1 shall remain CCL, but have the Class F Personnel section modified as follows:

Class F Personnel:
Maintenance Mechanics
Master Mechanics - BHA
Bus Mechanics

Agreed to by the Board: SM Ans

Agreed to by the Union: De. J. J. J.

Section 4, 4.15 shall remain CCL, but have the Class F Personnel section modified as follows:

Class F Personnel:

Maintenance **Mechanics**

Master Mechanics

Bus Mechanics

Buildings, Grounds and Transportation
Supervisor

**Garfield Heights City Schools
OAPSE Local #108 / Local #4 Negotiations
Tentative Agreement Packet No. 4: December 9, 2011 11:50 a.m.**

The Board and Union met for negotiations on December 9, 2011 and with the assistance of a mediator from Federal Mediation and Conciliation Services reached tentative agreement on the provisions contained herein.

Agreed to by the Board: JM ADS

Agreed to by the Union: [Signature]

Section 6, 6.9 shall remain CCL, but have the following sentence modified as follows:

“During the months of May **and August**, on a daily basis only one individual per department per building may use personal leave unless approved by the ~~Director of Business Services Assistant Superintendent – Human Resources.~~”

Agreed to by the Board: JM ADS

Agreed to by the Union: [Signature]

The personal leave form titled *Personal Leave Form Classified Staff* on page 49 of the labor contract effective July 1, 2007 through June 30, 2010, shall remain at current contract language (“CCL”).

Letter of Understanding

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

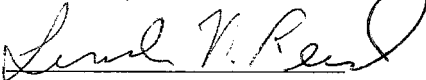
1. Elimination of the boiler license stipend.
2. Replacing the boiler license stipend with a HVAC certification stipend.
3. HVAC certification eligibility, training requirements and timelines.

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

Garfield Heights Schools
Board of Education

OAPSE Local #108/Local #4

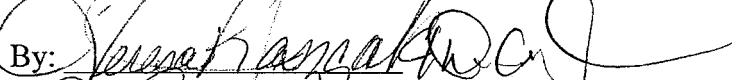
For the Board:

By: 

Its: Superintendent

Date: 12-9-11

For the Union:

By: 

Its: UAW Local #108

Date: 12-9-11

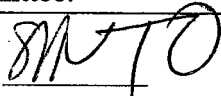
**Garfield Heights City Schools
OAPSE Local #108 / Local #4 Negotiations
Tentative Agreement Packet No. 5: December 19, 2011 6:00 p.m.**


The Board and Union met for negotiations on December 9, 2011, and December 19, 2011, and with the assistance of a mediator from Federal Mediation and Conciliation Services reached a final tentative agreement, which this document memorializes.

Agreed to by the Board: 

Agreed to by the Union: 

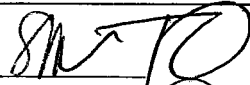
The Final Tentative Agreement shall consist of this document and the Tentative Agreement dated October 24, 2011, the Tentative Agreement Packet No. 2 dated October 25, 2011, Tentative Agreement Packet No. 3 dated December 9, 2011, Tentative Agreement Packet No. 4 dated December 9, 2011, and the Letter of Understanding dated December 9, 2011, regarding a Labor Management Committee.

Agreed to by the Board: 

Agreed to by the Union: 

The following provisions of the labor contract effective July 1, 2007, through June 30, 2010, shall remain at current contract language ("CCL"):

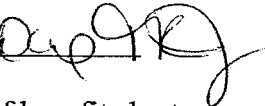
6.28	22.1	Leave form (p. 51)
6.29	22.2	Salary notice (p. 52)
10.1	22.4	Memo of understanding (p. 54)
12.1	24.4	Bumping Charts
15.4	24.6	Salary Schedules *with Schedule F addition of bus mechanic 5F
15.5	25.7	classification
20.1	Grievance Forms (p. 47&48)	
21.7	Application for Business/Professional Leave (p. 50)	

Agreed to by the Board: 

Agreed to by the Union: 

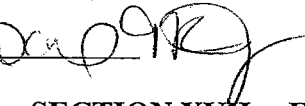
The Letter of Understanding on page 53 of the labor contract effective July 1, 2007, through June 30, 2010, shall be removed from the contract.

Agreed to by the Board: 

Agreed to by the Union: 

The medical explanation of benefit charts on pages 62-67 of the labor contract effective July 1, 2007, through June 30, 2010, shall be removed and replaced with the current explanation of benefit charts (attached).

Agreed to by the Board: 

Agreed to by the Union: 

SECTION XVII -- INSURANCE

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

17.2 ~~Health Insurance:~~ The Board shall **determine the level of benefits and** contract for and provide ~~the health insurance, major medical insurance, prescription coverage, dental insurance, and Vision Care, U.C.R. coverage,~~ family or single, as appropriate, for eligible classified employees. All eligible employees will have insurance with Super Med Plus and shall pay \$25.00 **the following monthly contributions:**

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

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

~~per month towards the cost of the premium. The \$25.00 per month~~ **This monthly contribution shall be payroll-deducted equally over 24 26 pays.**

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

- A. **The other spouse shall not be entitled to this lump sum payment.**
- B. **The other spouse shall not be entitled to elect single or family health care coverage unless family coverage is required for one**

of the other spouse's dependants or any other demonstrated reason mutually agreed upon by the Board and Union.

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

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

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

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

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

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

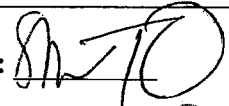
amount to be reimbursed may be deducted from the benefits to which the employee would otherwise be entitled. In addition, your spouse will be removed immediately from all health and prescription drug insurance coverages sponsored by the Board of Education. Any employee submitting false information will be subject to disciplinary action, up to and including termination of employment.


Note: See Health Insurance Benefit Breakdown on page 59 in Appendix

~~17.3 Dental Insurance: The Board will furnish and pay the entire premium for single or family coverage. The coverage will include payment at 100% UCR for preventive services, 80% UCR for essential and complex services not to exceed \$2,500 per year per individual covered under the Dental Program. (\$2,500 cap).~~

~~17.4 Vision Insurance: The Board shall contract for and provide vision coverage (UCR), family or single, for classified employees.~~

** Remainder of Section 17 at CCL.

Agreed to by the Board: 

Agreed to by the Union: 

SECTION XIX -- SALARY INFORMATION AND DIFFERENTIALS

19.1 Effective July 1, 2011, the Board and Union agree each member will receive a step increase equal to one step level higher on the salary schedule than s/he was on as of June 30, 2010. ~~Increments: Salary experience increments shall be for experience accumulated as of July 1 of each year. To be eligible for salary increments an employee must be in active pay status for one half (1/2) of their contracted days in the employee's work year.~~

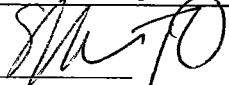
19.3 Salary and Hourly Schedules: The salary and hourly rate schedules reflect the following:

a. _____	E	0	2.0%*
b. _____	E	0	0%*
c. _____	E	0	0%*

~~*Changes in the salary schedule shall be negotiated at the request of either part to include health care bargaining as part of re-opener when new money becomes available.~~

~~AGREED TO: Ongoing meetings to discuss the latest financial status of the District.~~

The salary or hourly rate schedule from July 1, 2011, through June 30, 2012, shall be the same as the salary or hourly rate schedule in place on June 30, 2011. During the term of this contract, there shall be no salary increases and the base salary shall not increase.

Agreed to by the Board: 

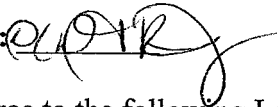
Agreed to by the Union: 

The salary schedule for *Maintenance/Mechanic* on page 60 of the labor contract effective July 1, 2007, through June 30, 2010 shall be amended to include:

Class 5F – Bus Mechanic

The salary column for “5F” shall be the same as for the “4F” classification.

Agreed to by the Board: 

Agreed to by the Union: 

The Union and Board agree to the following Letter of Understanding, which shall be included in the appendix of the labor contract:

Letter of Understanding

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

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

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

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

2. From December 10, 2011, through the remainder of the 2011-2012 snowplowing season, the Superintendent or his/her designee will work with the 2011-2012 snowplowing employees on a day-by-day basis to identify each employee’s work schedule for the following day.

3. The Union and the Board agree Section 25, 25.1 will not apply to the 2011-2012 snowplowing employees to ensure full implementation of this LOU is possible. During the 2011-2012 winter season, the work week of the 2011-2012 snowplowing employees will fluctuate on a day-by-day basis. While the regular work week shall remain Monday through Friday, the Union and Board agree the work week will not be restricted to eight (8) hours per day Monday through Friday. The parties agree the work week will fluctuate on a daily basis as follows:
 - a. The start time will be established by management for each day, beginning on or before the employee's regularly scheduled start time.
 - b. The employee will work the number of hours identified by management but will not work more than a 40 hour work week, unless specifically authorized by the Assistant Superintendent. Management may establish a work day in excess of eight hours or less than eight hours.
4. The Union and the Board agree Section 27, 27.1 is not modified by this LOU.
5. The Union and Board agree Section 27, 27.4 will not apply to the 2011-2012 snowplowing employees to ensure full implementation of this LOU is possible. During the 2011-2012 winter season, the 2011-2012 snowplowing employees will not be entitled to call-back pay for snow plowing if it would result in placing him/her into overtime pay status for that work week.
6. The Union and Board recognize the unpredictability of the 2011-2012 winter season may not make the complete elimination of overtime possible and there may be situations where overtime is unavoidable. In those situations, overtime will be limited to the greatest extent possible and the overtime will be assigned on a rotating basis by seniority.
7. The Union and Board agree Section 20, 20.1 is not modified by this LOU.
8. This LOU is made on a non-precedent setting basis and expires after the last snowfall of the 2011-2012 winter season. A snowfall shall be defined as snow and/or ice accumulation the Superintendent or his/her designee determines must be treated or removed.

Garfield Heights Schools
Board of Education

OAPSE Local #108 / Local #4

For the Board:

By: 

Its: Principal/Superintendent

Date: 12-19-11

For the Union:

By: 

Its: Assistant Superintendent

Date: 12/19/11

Agreed to by the Board:

SMTO

Agreed to by the Union:

[Signature]

The Union agrees to present the Final Tentative Agreement to its membership for a ratification vote as soon as possible, but no later than January 6, 2012. The Board will hold a special meeting within five (5) business days of receiving notification from the Union that its membership ratified this Final Tentative Agreement.

Agreed to by the Board:

SMTO

Agreed to by the Union:

[Signature]

The negotiation teams for the Board and the Union each agree to recommend this Final Tentative Agreement to their respective constituent.

CONTRACT TERMS FOR ADMINISTRATIVE/SUPERVISORY PERSONNEL:

- Superintendent
- Director of Business Services
- Treasurer
- High School Principal
- Middle School Principal
- Elementary School Principal
- Assistant Principal - High School
- Assistant Principal - Middle School
- Assistant Principal - Elementary
- Director of Curriculum and Instruction
- Director of Pupil Services
- Coordinator of Athletics/Student Activities
- Supervisor of Bldgs., Grounds, & Transportation
- Coordinator of Food Service
- Coordinator of Social Services
- Coordinator of Technology

Longevity Increment:	15 - 19 Years	\$ 500
	20 - 24 Years	\$ 900
	25 or More Years	\$1,200

Retirement Pickup 10%

Doctorate \$1,500

BENEFITS

Health Insurance: Medical Mutual - Hospital (100/200 deductible) UCR w/Major Medical (100/200 deductible), or MMPPPO, or Kaiser, Dental (\$50 deductible) w/aid to preventive dentistry, Vision Insurance and Prescription Drug (\$3.00 deductible).

Group Life Insurance: ~~\$20,000~~ term life insurance policy.
[Except: Superintendent where term life equals base salary.]

Sick Leave: Sick Leave may be accumulated at the rate of fifteen (15) days per year to a maximum of 260 days.

Personal Leave: A maximum of three (3) days of personal leave, with pay, each school year (non-cumulative). The personal leave is only applicable to emergency personal reasons and said days shall not be deducted from sick leave.

Severance Pay: Up to a maximum of one-half (1/2) of one hundred-forty six (146) days per diem rate at the time of retirement.

Holidays*: Labor Day, Thanksgiving, day after Thanksgiving, workday before Christmas, Christmas Day, New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, and Independence Day (July 4th).

Above benefits reflect the same as other certified and classified staff.

Administrative/Supervisory Personnel Contract Terms Effective January 1, 2012

This benefit summary reflects all modifications to benefits effective January 1, 2012, for the following personnel:

Superintendent
 Treasurer
 High School Principal
 Middle School Principal
 Elementary School Principal
 Assistant Principal – High School
 Assistant Principal – Middle School
 Assistant Principal – Elementary School
 Director of Curriculum & Instruction
 Coordinator of Pupil Services
 Director of Technology
 Coordinator of Athletics/Student Activities
 Supervisor of Special Education
 Supervisor of Buildings, Grounds & Transportation
 Network Manager
 Supervisor of the Learning Center
 Coordinator of Federal Grants

Benefit Schedule:

<u>Longevity Increment:</u>	15-19 Years	\$ 500.00
	20-24 Years	\$ 900.00
	25 or More Years	\$1,200.00

Retirement Pickup: 10%

Doctorate Stipend: \$1,500.00

Health Insurance: Health insurance, major medical insurance, prescription coverage, dental insurance and vision care with level of benefits to be determined by the Board and the following monthly contribution to be paid by the employee:

7% of the cost of the Board's monthly premium

The monthly contribution shall be payroll deducted.

Group Life Insurance: A term life policy in the amount of the employee's base salary

<u>Sick Leave:</u>	Sick leave may be accumulated at the rate of fifteen (15) days per year to a maximum of 260 days
<u>Personal Leave:</u>	A maximum of three (3) days of personal leave, with pay, each school year (non-cumulative). The personal leave is only applicable to emergency personal reasons and said days shall not be deducted from sick leave.
<u>Severance Pay:</u>	If eligible under O.R.C. 124.39, up to a maximum of seventy-three (73) days
<u>Holidays:</u>	Labor Day, Thanksgiving, day after Thanksgiving, workday before Christmas, Christmas Day, New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day and Independence Day (July 4 th)

REVISED EXEMPT CLASSIFIED CONTRACT TERMS

Secretary to the Superintendent
 Secretary to the Treasurer
 Secretary to the Assistant Superintendent
 Secretary to the Director of Curriculum and Instruction
 Secretary to the Director of Learning Support Services
 Secretary to the Director of Business Services
 Payroll Coordinator/Secretary
 Cash Management/Budgetary Assistant
 Maintenance and Transportation Assistant

Effective May 15, 2005

Career Increment:	10 years 60.00/month 15 years 70.00/month 20 years 90.00/month 25 years 120.00/month
Health Insurance	Hospital Network/Major Medical – Super Med Plus, UCR Dental, (\$50 deductible) with aid to preventative dentistry, Major Medical, Vision Insurance and Prescription Drug (\$3.00 deductible).
Group Life Insurance:	\$20,000 term life insurance policy
Sick Leave:	Sick Leave may be accumulated at the rate of fifteen (15) days per year to a maximum of 260 days
Personal Leave:	A maximum of three (3) days of personal leave with pay each school year (non-cumulative). The personal leave is only applicable to emergency personal reasons and said days shall not be deducted from sick leave.
Severance Pay:	A maximum of one half (1/2) of one hundred and fifty (150) days.
Vacations:	Vacations are based on continuous service prior to July 1 each year. Vacations range from a minimum of one (1) week with six (6) months of service, to a maximum of six (6) weeks.
Holidays:	Labor Day, Thanksgiving, Day after Thanksgiving, workday before Christmas, Christmas Day, New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, and Independence Day (July 4 th).
Substitute Teacher Answering Service:	Compensation based on hourly rate of the employee.

Retirement Incentive:

Any exempt employee who first becomes eligible for retirement during a school year as defined below shall accrue the right to an additional \$20,000 retirement incentive severance pay if he/she actually retires by June 30 of the school year in which the employee first becomes eligible. Any employee who wishes to participate in this incentive must provide written notice to the superintendent prior to June 1 of the school year in which he/she retires. An exempt employee shall be eligible for retirement on the date he/she first becomes eligible under one of the three following criteria:

30 years of service

25 years of service and 55 years old

or

10 years of service and 60 years old

Payment will be made in two equal amounts in July of the two years immediately following retirement.

Exempt and Qualified Personnel Contract Terms Effective January 1, 2012

This benefit summary reflects all modifications to benefits effective January 1, 2012, for the following personnel:

Administrative Assistant to the Superintendent
Secretary to the Treasurer
Secretary to the Assistant Superintendent/HR Director
Secretary to the Supervisor/Director of Curriculum & Instruction
Secretary to the Supervisor/Director of Pupil Personnel
Secretary to the Supervisor/Director of Special Education
Supervisor of Fiscal Operations
Payroll Coordinator
AP/Fiscal Office Assistant
EMIS Coordinator
Maintenance and Transportation Assistant
Pupil Services Program Officer
Qualified Staff

Benefit Schedule:

<u>Career Increment:</u>	10 Years	\$ 60.00 per month
	15 Years	\$ 70.00 per month
	20 Years	\$ 90.00 per month
	25 Years	\$ 120.00 per month

Health Insurance: Health insurance, major medical insurance, prescription coverage, dental insurance and vision care with level of benefits to be determined by the Board and the following monthly contribution to be paid by the employee:

7% of the cost of the Board's monthly premium

The monthly contribution shall be payroll deducted.

Group Life Insurance: A term life policy in the amount of \$50,000.00

Sick Leave: Sick leave may be accumulated at the rate of fifteen (15) days per year to a maximum of 260 days

Personal Leave: A maximum of three (3) days of personal leave, with pay, each school year (non-cumulative). The personal leave is only applicable to emergency personal reasons and said days shall not be deducted from sick leave.

Severance Pay: If eligible under O.R.C. 124.39, up to a maximum of seventy-five (75) days

Holidays: Labor Day, Thanksgiving, day after Thanksgiving, workday before Christmas, Christmas Day, New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day and Independence Day (July 4th)

Substitute Teacher Answering Service: Compensation based on employee's hourly rate

Retirement Incentive: There is no retirement incentive for qualified employees.

Any exempt employee who first becomes eligible for retirement during a school year as defined below shall accrue the right to an additional \$20,000.00 retirement incentive severance pay if he or she actually retires by June 30 of the school year in which the employee first becomes eligible. Any employee who wishes to participate in this incentive must provide written notice to the Superintendent prior to June 1 of the school year in which he or she retires. An exempt employee shall be eligible for retirement on the date he or she first becomes eligible under one of the three following criteria:

30 years of service

25 years of service and 55 years old; or

10 years of service and 60 years old

Payment will be made in two equal amounts in July of the two years immediately following retirement.