

GARFIELD HEIGHTS BOARD OF EDUCATION
GARFIELD HEIGHTS, OHIO

RECORD OF PROCEEDINGS
Minutes – Special Board Meeting
January 13, 2020

The Board of Education of the Garfield Heights City School District met special session on Monday, January 13, 2020 at the Garfield Heights Board of Education, 5640 Briarcliff Dr., Garfield Heights, Ohio 44125 at 12:00 p.m. with Mr. Joseph M. Juby, President of the Board, presiding.

ROLL CALL

Present: Mr. Juby, Mr. Dobies, Mrs. Daniels, Mrs. Kitson, Ms. Thomas

Absent:

EXECUTIVE SESSION

Moved by Mr. Dobies, seconded by Mrs. Daniels to enter into Executive Session at 12:01 P.M. for the purpose of discussing the O.A.P.S.E. tentative agreement.

Ayes: Dobies, Daniels, Kitson, Thomas, Juby

Nays: None

Adjourned from Executive Session at 12:47 P.M.

Moved by Mr. Dobies, seconded by Mrs. Daniels approve the following Resolution No. 2020-02, a resolution adopting and approving final tentative agreement dated December 17, 2020, with Ohio Association of Public School Employees Local #108;

WHEREAS, the Garfield Heights City School District Board of Education (“School Board”) and Ohio Association of Public School Employees Local #108 entered into a labor contract effective July 1, 2019, through June 30, 2022;

WHEREAS, the School Board and Association met through their respective negotiation teams, and entered into a final tentative agreement dated December 17, 2019, which is attached as Exhibit A;

WHEREAS, the Association notified the School Board on January 7, 2020 that the Association’s membership voted on January 7, 2020 and decided to ratify and approve the final tentative agreement contained in Exhibit A.

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 adopts and approves the final tentative agreement dated December 17, 2019, as contained in Exhibit A, and authorizes the Superintendent and Treasurer to promptly implement the final tentative agreement. The Board also authorizes the Superintendent, Treasurer, and Board President to sign the successor labor contract on behalf of the Board once it is prepared for signature.

Section 2: 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.

Ayes: Dobies, Daniels, Thomas, Juby
Nays: Kitson

Moved by Mrs. Daniels, seconded Ms. Thomas to adjourn at 12:51 P.M.

Ayes: Daniels, Thomas, Dobies, Kitson, Juby
Nays:



President



Treasurer

Garfield Schools / OAPSE Local 108 Negotiations
Final Tentative Agreement
December 17, 2019

The negotiation teams for the Garfield Heights City Schools Board of Education and OAPSE Local 108 met to negotiate and reached a final tentative agreement for a successor labor contract. The final tentative agreement includes the following:

- I. The School Board and OAPSE negotiation teams agree the first paragraph of the labor contract be modified as follows:

AGREEMENT BETWEEN

THE BOARD OF EDUCATION OF THE GARFIELD HEIGHTS CITY SCHOOLS AND LOCAL #108, OHIO
ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES LOCAL 4 - AFSCME/AFL-CIO

This Agreement is entered into by and between the Board of Education of Garfield Heights City Schools ("the Board") and Local #108, Ohio Association of Public School Employees Local 4 - AFSCME/AFLCIO ("the Union"), effective this 1st day of July, ~~2019~~2017.

- II. The School Board and OAPSE negotiation teams agree Section I titled Recognition, subsection 1.4 and subsection 1.5, be modified as follows:

SECTION I – RECOGNITION

- 1.4 FAIR SHARE FEE – This section on fair share shall not be enforceable as a matter of law, but is preserved should the state or federal law change in future years.

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

- 1.5 Dues Deduction

1. Each current bargaining unit member desiring union dues shall submit an authorization form to the School Treasurer. ~~Such authorization shall be continuous. All bargaining unit members shall be~~

~~required to maintain dues/service fee deductions.~~ New employees may request deductions at any time during the school year. Dues deduction missed shall be the obligation of the individual employee.

2. Each union member through dues check-off authorization and ratification of this Agreement affirmatively confirms the School Treasurer is authorized to process monthly dues payment through payroll deduction. The Union shall submit a signed dues check-off authorization form from the employee giving the School Treasurer authorization of payroll deduction of dues. Dues payroll deduction authorization shall be continuous, except that dues authorization may be withdrawn in accordance with the procedure listed on the union's membership application. Notice of withdrawal shall be sent to the OAPSE state treasurer's office: 6805 Oak Creek Drive, Columbus Ohio Attn: Membership Department. OAPSE will notify the School Treasurer when the dues deduction authorization is properly withdrawn by the employee.

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

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

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

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

With proper written authorization the Board agrees to deduct for:

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

~~4.3.~~ The Employer agrees to deduct voluntary contributions to OAPSE/AFSCME Public Employees Organized to Promote Legislative Equity (P.E.O.P.L.E.) Committee from the pay of those employees covered by this Agreement who provide the Employer with properly completed and signed individual written authorization cards; subject, however to the following conditions:

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

- 5. _____ The parties agree that neither the employees nor the Union shall have claims against the Employer for errors made in the processing of contribution deductions.
- 6. _____ The Union shall indemnify and hold the Board harmless from any and all claims, demands, or suits or any other action arising from the dues check-off provisions.

- III. The School Board and OAPSE negotiation teams agree Section VI titled Leaves, subsection 6.15 remain current contract language and Section XVIII, Subsection 18.4 be modified as follows:
 - 18.4 Employees will be paid severance pay based upon one half (1/2) of their unused sick leave at the time of retirement/resignation, and meets the requirements under 18.1, up to a maximum of one half (1/2) of ~~175 days~~154 days.

- IV. The School Board and OAPSE negotiation teams agree Section XI titled Vacations, subsection 11.4, be modified as follows:
 - 11.4 All employees shall schedule their vacation with their immediate supervisor. Vacations will be scheduled in accordance with operational needs three days in advance. In the event of conflict in the choice of vacation date, system-wide seniority shall prevail. However, once the vacation schedule is established, less senior employees may not be displaced by more senior employees. **Employees may not schedule vacation during the two weeks prior to the first day of school with students nor during the one week before to the last day of school with students and the one week following the last day of school with students, unless approved by the building principal and Maintenance Supervisor.**

- V. The School Board and OAPSE negotiation teams agree Section XVII titled Insurance, Subsection 17.1 and Subsection 17.2, be modified as follows:

SECTION XVII — INSURANCE

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

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

SuperMed Plus Plan (current benefits as of 6/30/14) — see schedule in Appendix B-1:

~~From 7/1/17 through 12/31/17, the employee monthly contribution shall equal to 11% of the cost of the Board's premium.~~

~~The SuperMed Plus Plan as contained in Appendix B-1, shall terminate as of 12/31/17 and will not be available to bargaining unit members after that date.~~

SuperMed Garfield Plan (new customized plan) – see schedule in Appendix B-1B-2:

~~From 7/1/19 through 1/31/20~~1/1/18 through 6/30/19, the employee monthly contribution shall equal 8% of the cost of the Board's premium.

From 2/1/20 through 9/30/20, the employee monthly contribution shall equal 10% of the cost of the Board's premium.

From 10/1/20 through 9/30/21, the employee monthly contribution shall equal 10.5% of the cost of the Board's premium.

From 10/1/21 through 6/30/22, the employee monthly contribution shall equal 11% of the cost of the Board's premium.

~~The SuperMed Garfield Plan as contained in Appendix B-2, shall be effective as of 1/1/18. All employees open enrolled on the SuperMed Plus plan during September, 2017, shall be automatically enrolled in the SuperMed Garfield Plan effective 1/1/18 until the next open enrollment period in September, 2018.~~

IDEAL WELLNESS Plan – see schedule in Appendix B-2B-3:

~~This plan will be made available to employees on and after 10/1/14.~~ From 7/1/19 through 1/31/20,~~7/1/17 through 6/30/19~~, the monthly contribution shall equal 6% of the cost of the Board's premium.

From 2/1/20 through 9/30/20, the employee monthly contribution shall equal 9% of the cost of the Board's premium.

From 10/1/20 through 9/30/21, the employee monthly contribution shall equal 10% of the cost of the Board's premium.

From 10/1/21 through 6/30/22, the employee monthly contribution shall equal 10.5% of the cost of the Board's premium.

Minimum Value Plan – see schedule in Appendix B-3B-4:

~~This plan will be made available to employees on and after 10/1/14.~~ From 7/1/19 through 6/30/22,~~7/1/17 through 6/30/19~~, there shall be no monthly contribution for employees choosing the minimum value plan.

Employees shall have the opportunity to open enroll one time per year (September 1 through September 30).

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

The Board of Education will follow all federal health care mandates. Any modifications to Section XVII that require a 60-day wait period under federal law prior to implementation will take effect 60-days after the required notification has been provided.

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

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

VI. The School Board and OAPSE negotiation teams agree Section XIX titled Insurance, Subsection 19.1 and Subsection 19.3, be modified as follows:

19.1 Effective July 1, ~~2019~~2017, each bargaining unit member eligible for a step increase will receive a step increase equal to one step level higher on the salary schedule that he/she was on as of June 30, ~~2019~~2017. This step increase has already been implemented.

Effective July 1, ~~2020~~2018, each bargaining unit member eligible for a step increase will receive a step increase equal to one step level higher on the salary schedule that he/she was on as of June 30, ~~2020~~2018.

Effective July 1, ~~2021~~2018, each bargaining unit member eligible for a step increase will receive a step increase equal to one step level higher on the salary schedule that he/she was on as of June 30, ~~2021~~2018.

19.3 Salary and Hourly Schedules: The salary or hourly rate schedule from July 1, ~~2019~~2017, through June 30, ~~2022~~2019, are attached under Appendix C-1 and C-2, which include the following raises to the base rates:

Effective 7/1/19,* there shall be a one percent (1%) increase on the base rate.

Effective 7/1/19,* there shall be an additional Step 16 added to the salary schedule with a one and one-half percent (1 ½%) increment from Step 15.

Effective 7/1/20, there shall be a one and one-half percent (1 ½%) increase on the base rate.

Effective 7/1/21, there shall be a one and one-half percent (1 ½%) increase on the base rate.

~~Effective 7/1/17, there shall be a one percent (1%) increase on the base rate (with the exception of the 4E classification).~~

~~Effective 7/1/18, there shall be a one-quarter percent (¼%) increase on the base rate (with the exception of the 4E classification).~~

***The retro pay to 7/1/19 shall be for regular hours worked and shall not include overtime or extra pay.**

VII. The School Board and OAPSE negotiation teams agree Article XIX, Subsection 19.4 shall be modified as follows:

19.4 Payday: All employees are paid bi-weekly, except for years with 53 Fridays. The Board shall not pay employees in advance of days actually worked. **Each probationary employee will be placed onto "stretch pay" following successful completion of his/her probationary period.**

VIII. The School Board and OAPSE negotiation teams agree Section XXI titled Insurance, subsection 21.1 and subsection 21.3, be modified as follows:

SECTION XXI – BUS ROUTES

21.1 ~~If by October 1 of~~ **at anytime in** the current school year a bus/vehicle ~~run~~ **route** has changed by one hour a day or 5 hours or more per week, then ~~that bus/vehicle driver will be allowed the opportunity to work additional time equal to the time lost or until additional route time increases.~~ **the bus/vehicle route shall go up for bid within ten school days pursuant to section 21.**

21.3 ~~Special-Field Trips:~~ Any Board paid field trip shall be driven by a contracted unit member. ~~Special-field~~ **Field** trip assignments involving overtime/extra time will be rotated as equally as possible among contracted unit member bus drivers and qualified maintenance drivers, **as follows:**

a. **The Transportation Supervisor shall establish an annual field trip eligibility list. Each driver will be placed on the annual field trip eligibility list in seniority order. Field trips will be offered in seniority order on a rotation basis. If a driver refuses a field trip, the trip is offered to the next driver. Once a driver is found, the next available field trip is offered to the next person on the eligibility list.**

b. **It is each driver's responsibility to cover his or her trip. A driver upon 24 hour notice may trade or give a trip away to the next person on the eligibility list. any other eligible driver. If the originally assigned driver is unable to secure the replacement driver, s/he shall immediately notify the Transportation Supervisor, who will offer the trip in seniority order to the next driver on the field trip eligibility list. absent, the trip will go on an alternate list of drivers.**

c. **Daytime educational trips will be rotated in the same manner to drivers on the field trip eligibility list among all contracted unit members.**

d. **If no full time or part time contracted unit member bus driver/maintenance driver can take a field trip or daytime educational trip, it may be awarded by the Transportation Supervisor to a substitute driver or vehicle driver.**

e. **Field trips are a minimum of two hours. However, if a trip is cancelled less than 30 minutes prior to pick-up time the driver will receive one hour pay for show up time and be reassigned another trip. If a trip is cancelled after the pickup time the driver will receive the minimum two hours pay and this will be reassigned another trip.**

f. The Transportation Supervisor may assign a local shuttle trip to any driver who is still on the clock from his/her regular duties, with assignment given to the first driver returning to the garage from his/her route. If a local shuttle trip extends past a driver's regular contracted time, s/he will be compensated based on his/her hourly rate.

IX. The School Board and OAPSE negotiation teams agree Section XXVIII titled Maintaining and/or Obtaining Required Certification, include a new subsection 28.2 as follows:

28.2 The Board shall pay drivers, OBI trainers, and mechanics a total of sixteen (16) hours of time to compensate for classroom and on the road activity time the employee devotes towards mandated recertification training and testing for a CDL with Ohio School Passenger Endorsement. Should an employee receiving payment under this section voluntarily resign from employment within one year of receiving payment under this section, the employee will reimburse the District for the payment s/he received under this section, which shall be taken out of his/her last paycheck. This section also applies to maintenance personnel required to hold a CDL.

The Board shall compensate any current employee in the bargaining unit up to a total of sixteen (16) hours of time to compensate for classroom and on the road activity time the employee devotes towards initial certification training and testing for a CDL with Ohio School Passenger Endorsement. Should an employee receiving payment under this section voluntarily resign from employment within one year of receiving payment under this section, the employee will reimburse the District for the payment s/he received under this section, which shall be taken out of his/her last paycheck.

X. The School Board and OAPSE negotiation teams agree Section XXIX titled Contract Duration, be modified as follows:

SECTION XXIX -- CONTRACT DURATION

This agreement commences July 1, ~~2019~~2017 and continues in full force and effect through midnight June 30, ~~2022~~2019. It terminates the previous agreement, dated July 1, ~~2017~~2012 through June 30th, ~~2019~~2014 at midnight June 30, ~~2019~~2014. 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.

XI. The School Board and OAPSE negotiation teams agree to the following in regard to the various Appendices to the Labor Contract:

Grievance Forms remain as is – current contract language

Medical Benefit Forms – see attached Appendices B-1; B2; and B-3

Salary Schedules – to be created based upon negotiations

Longevity Schedule – current contract language

RIF Flowcharts – current contract language

Letter of Understanding No. 1 – p. 75 of labor contract – remains in labor contract

Letter of Intent No. 1 – p. 76 of labor contract – delete from contract


Memorandum of Understanding No. 1 - p. 77 of labor contract – remains in labor contract


Memorandum of Understanding No. 2 – p. 78 of remains in labor contract

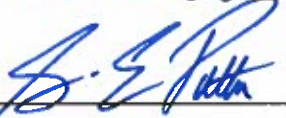
- XII. All other provisions in the contract shall remain at current contract language.
- XIII. The School Board and OAPSE negotiation teams agree to recommend the final tentative agreement to their respective constituents for adoption and/or ratification.
- XIV. OAPSE shall present the final tentative agreement to its membership for ratification no later than January 7, 2020 and notify the Superintendent of the membership's decision. The Board shall consider adoption of the final tentative agreement at its next scheduled meeting after said notification.


IT IS SO AGREED:

**GARFIELD HEIGHTS CITY SCHOOL
DISTRICT BOARD OF EDUCATION
NEGOTIATION TEAM**









**OAPSE LOCAL 108
NEGOTIATION TEAM**

