

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 \_\_\_\_ day of August, 2022.

SECTION I — RECOGNITION

- 1.1 The Board recognizes the Union as the sole and exclusive bargaining representative for a bargaining unit consisting of all full-time employees and all regular part-time employees who are regularly assigned to a work schedule in the following job categories:

<u>Class A Personnel:</u>	<u>Class E Personnel:</u>
Secretarial, Clerical	Transportation Bus Mechanics
<u>Class B Personnel:</u>	<u>Class F Personnel:</u>
Educational Support	Maintenance Mechanics Master Mechanics
<u>Class C Personnel:</u>	<u>Class G Personnel:</u>
Cafeteria	Technology
<u>Class D Personnel:</u>	
Custodial Housekeeping	

but excluding the Secretary to the Superintendent, the Secretary to the Asst. Superintendent, Secretary to the Director of Human Resources, Secretary to the Director of Curriculum, the Secretary to the Treasurer/Director of Business Services, Central Office Receptionist/Assistant to Asst. Superintendent,. Center for Finance personnel, Maintenance and Transportation Assistant, the Food Service Supervisor, the Supervisor of Buildings, Grounds and Transportation, the Facilities Manager/Safety Coordinator, the Maintenance Foreman, Network Manager, Center for Learning Support Services, education program student employees, and substitutes in all areas and all other categories of employees excluded by Ohio Revised Code Section 4117.01 (c).

- 1.2 Whenever the word "employees" is used in this agreement, it shall refer to the employees in the aforesaid bargaining unit.
- 1.3 Both parties agree that all members of the bargaining unit have the right to join, participate in and assist the Union and the right to refrain from the same without intimidation or coercion.
- 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. 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. The Union shall forward to the Treasurer by September 1 of each year, the amount to be deducted for that 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 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 – ten dollar (\$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. 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.
  - 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.
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 or any other action arising from the dues check-off provisions.
- 1.6 Communications: A meeting of administrative/O.A.P.S.E. representatives may be arranged by either party as the need arises. The meeting and agenda shall be arranged within five (5) days of notice from either party in accordance with an agreement of a mutually convenient date and time. In no case will the meeting take place more than two weeks after the initial request.

The meetings are to be conducted on predetermined agenda items as a vehicle for effective communications. Such meetings shall be limited to five (5) or fewer non-teaching personnel.

- 1.61 Interim collaborative bargaining, based on mutual consent, may occur throughout the life of this contract to discuss unforeseen issues so as to arrive at mutual letter of understanding.

## SECTION II RIGHTS AND RESPONSIBILITIES OF THE BOARD

- 2.1 Except as may be expressly limited by some express term of this Agreement, the Board retains full right and responsibility to make all decisions with regard to all aspects of its operations, employment and employees including, but not limited to, those matters set forth in Ohio Revised Code Section 4117.08 (C) (1) through (9).
- 2.2 Such right and responsibility of the Board shall include the retention or enactment of policies and procedures not contradicting any express term of this Agreement. The Union may, through the Superintendent, raise questions it may have with regard to such policies and procedures, but the same may not be made the subject of the grievance and arbitration provisions.
- 2.3 Labor Management Committee: The Board and the Union hereby agree to establish a labor-management committee (LMC) to confer on issues of mutual concern. The purpose of the LMC shall be to aid in communications between the Board and the Union through informal discussions aimed at clarifying issues and answering questions. Discussions held by the LMC shall not be construed as negotiations and shall not result in modifications to this Master Agreement.

The LMC shall consist of up to four (4) representatives of the administrations and four (4) representatives of the Union, as designated by the Superintendent and the local Union President, respectively.

The LMC shall meet quarterly; additionally either the Board or the Union can request a meeting of the LMC. Upon such a request, a meeting of the LMC shall be scheduled at a mutually agreed-upon time and place within seven (7) calendar days of the request, unless the parties agree to a later date.

A joint statement prepared and agreed to by the Board's representatives and the Union's representatives will be made in writing at the conclusion of each LMC meeting. Each member of the LMC shall receive a copy of this statement.

Topic(s)/agenda shall be submitted at the time of the request.

- 2.4 Should the Board be presented with an O.R.C. 3302.061 innovation school plan from one of its schools, the Union President will be notified and given a copy of the plan. O.R.C. 3302.064 will only be recognized if it is in effect and enforceable.

## SECTION III -- NEGOTIATION PROCEDURES

- 3.1 Statutory Waiver: It is agreed that no provision of Ohio Revised Code Section 4117.14 or any other section of the Code purporting to establish procedures for negotiation, dispute resolution, settlement or approval for public sector bargaining shall be applicable as between the Union, members of the bargaining unit and the Board, save and except those specific provisions contained in Section 4117.14 of the Code which permit public employers and the exclusive representatives of public employees to reach agreement on issues by a procedure other than as

provided for by Section 4117.14. The procedures for negotiation, dispute resolution, settlement and approval set forth in this Agreement are the exclusive procedures by which the parties hereto will seek to reach agreement on all mandatory and permissive subjects of bargaining.

- 3.2 Request for Negotiation: A request to negotiate this Agreement upon its expiration must be made, in writing, to the other party and to S.E.R.B. delivered not later than ninety (90) calendar days prior to the expiration of this Agreement. The parties shall meet within ten (10) calendar days of the receipt of such request to establish ground rules for negotiation, introduce the respective team members and establish a date and time to begin negotiations. At the first meeting, the parties shall simultaneously exchange proposals for negotiations. Additional proposals shall not be submitted for negotiations after the initial exchange unless mutually agreed upon. Should a collaborative bargaining procedure be agreed upon, this submission of issues paragraph may be altered by establishment of the collaborative process.
- 3.3 Negotiation Teams: The Board's designated representatives and the Union's designated representatives will meet for the purpose of discussing and reaching agreement. All negotiations shall be conducted exclusively between said negotiation teams. The Board's negotiation team and the Union's negotiation team will be limited to a reasonable member limit, not to exceed four (4). Neither party shall have control over the selection of the other party's team members.
- 3.4 Consultants: Up to three (3) consultants may be used by each of the parties in any of the negotiation meetings in an advisory capacity. Consultants will not be permitted to enter into discussions unless both parties agree to permit them to address the teams. The expense of such consultants shall be borne by the party requesting or hiring them.
- 3.5 Clerical Assistance: Necessary clerical assistance may be provided if both parties agree and, if such is the case, the cost will be shared equally by the Board and the Union.
- 3.6 Submission of Issues: All issues for negotiations shall be submitted in writing in accordance with paragraph 3.2 of this Agreement. No additional issues shall be submitted by either party following the designated meeting except in response to new situations and questions arising during negotiations, unless agreed to by both parties, but each party reserves the right to change its position on the issues submitted by it. Should a collaborative bargaining procedure be agreed upon, this submission of issues paragraph may be altered by establishment of the collaborative process.
- 3.7 Meetings: The parties shall meet at the places and times mutually agreed upon at the prior meeting.
- 3.8 Caucus: Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a period of time within which to caucus in privacy, not to exceed forty (40) minutes except by mutual agreement.
- 3.9 Progress Reports: During negotiations, interim reports may be made to the Union by its representative and to the Board by its representatives. Each party will be responsible for requesting that the information from such reports be regarded as only proposals and shall be confidential information within the organization concerned.

- 3.10 Privacy: All bargaining shall be private and no transcript or recording shall be permitted.

This shall not preclude either party from taking notes for its own uses in negotiation.

- 3.11 Exchange of information: The Board and the Union agree to provide each other, upon request, any regularly and routinely prepared non confidential public information directly related to and necessary for the resolution of the issue being negotiated without unreasonable expense to the producing party.

- 3.12 Protocol: No action to coerce, censor or penalize any person because of participation in negotiations shall be made or implied by either party. The representatives of the Board and the Union agree to conduct themselves in a professional and non-personal manner.

- 3.13 Item Agreement: As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator of each party. However, such initialing shall be construed as tentative agreement on that item only, subject to agreement on all other items and ratification by the members of the bargaining unit and adoption by the Board as hereinafter provided.

- 3.14 Mediation: At any time during the bargaining process either side may request, with or without a declaration of impasse, the Federal Mediation and Conciliation Service to provide a mediator to assist the parties in reaching agreement. The mediator shall have no power to impose a settlement on either party, or to in any way bind either party to agreement on any issue.

- 3.15 Recommendation: Prior to the negotiated Agreement being presented to the bargaining unit employees and the Board, each member of both negotiating teams shall pledge to recommend adoption of the tentative Agreement.

- 3.16 Submission for Approval: When a complete agreement on all items is reached through negotiations, the outcome shall be reduced to writing. Both parties shall review the agreement together to determine the accuracy of the writing. The completed agreement will then be first submitted to the members of the bargaining unit for a vote. That vote must be within seven (7) work days after complete agreement is reached. The Union will notify the Board in writing as to whether the members of the bargaining unit have voted to approve or not to approve the agreement. Should the written notice inform that the members have approved the agreement, the Board will meet to vote within seven (7) work days after receipt of said written notice to, determine whether it approves or does not approve of the agreement. Neither the Board nor the Union may approve and thereby seek to bind the other to any portion of proposed agreement.

Only the whole of any proposed agreement may be approved and ratified.

- 3.17 Disapproval: A vote by the members of the bargaining unit to disapprove will restore the parties to the bargaining process without obligating either party to maintain positions held immediately prior to submission for approval. Likewise, a vote by the Board to disapprove that which the Union has approved will restore the parties to bargaining without the obligation to maintain any previously adopted agreement.

- 3.18 Work Stoppage: In the event no agreement has been reached and approved prior to the expiration of this Agreement, the Union will be free to engage in a work stoppage. The Union, in the event it determines to engage in a work stoppage, shall be obligated to provide the Board

with at least ten (10) full days' prior written notice of its intention, which notice must state the specific date and hour upon which the work stoppage will commence. In the event of a work stoppage, the Board will have all such rights and remedies as are afforded by the laws of the State of Ohio.

- 3.19 Union Negotiations Committee: The Union Negotiations 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 Superintendent or his/her designee. Such meetings shall be held on Board property.

#### SECTION IV — GRIEVANCE PROCEDURE

- 4.1 In the interest of effective personnel management, a procedure is necessary whereby employees can be assured a prompt, impartial and fair hearing on their grievances.

##### Definitions:

- 4.2 A grievance is a complaint that there has been a violation, misinterpretation or misapplication of some express term of this Agreement.
- 4.3 The word "days" shall mean calendar days, but not including Saturdays, Sundays or holidays.

##### Rights of the grievant and the Union:

- 4.4 A grievant shall have the right to request representation by a representative of the Union at all formal steps or levels of the grievance procedure.
- 4.5 The president of the Union shall receive notice of each meeting held to resolve a grievance formally filed. Decisions rendered at each formal level will be made in writing on an official Grievance Form setting forth the decision, and will be transmitted promptly to all grievants, to the president of the Union and to the supervisor or administrator involved.
- 4.6 The fact that an employee files a grievance shall not be recorded in his/her personnel file or in any file used in the transfer, assignment or promotion process; nor shall such fact be used in any recommendation for re-employment or recommendation for other employment; nor shall the grievant, the Union or its officers, or any employee or agent of the Board be placed in jeopardy or be the subject of reprisal for having followed or participated in the grievance procedure.
- 4.7 A grievance that affects more than one bargaining unit employee may be filed on behalf of all affected employees.
- 4.8 All grievances shall be filed at the lowest possible step or level.

##### Time limits:

- 4.9 The number of days indicated at each step or level of the grievance procedure is considered a maximum. The time limits may be extended only by written agreement of the parties in interest.
- 4.10 The time limitation set forth shall be considered of essence. Any grievance not formally filed at Step Two or thereafter appealed to Steps Three or Four within the time limits therein specified, the grievance shall be considered barred from further consideration.

- 4.11 Failure at any level of a supervisor or administrator to communicate a decision within the specified time limit shall permit the grievant to proceed to the next level of the formal grievance procedure.
- 4.12 In the event a grievance is filed at such time that it cannot be resolved by the close of a calendar school term or the commencement of the Christmas or Spring recess, further attempts at resolution shall be postponed until the beginning of the new school term or the return to school following the recess, unless the parties in interest otherwise agree irreparable harm would result from a postponement until the next term.
- 4.13 A temporary absence of the grievant or of the necessary supervisor or administrator shall toll the running of the days during such absence, but in no case for more than five (5) additional days, except by mutual consent of the parties.
- 4.14 Meetings held under the grievance procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons.

Steps of the grievance procedure:

- 4.15 Step One (Informal): If an employee believes there is a basis for a grievance as defined in 4.2, the employee must first discuss the matter verbally with his/her immediate supervisor in an effort to resolve the problem informally. The following will be the Step One Board representatives unless and until the Board announces any changes:

<b>Class A Personnel:</b> School Clerical Non-Public Auxiliary Service Clerks Central Office Clerical	<b>Building Principal</b>   <b>Immediate Supervisor</b>
<b>Class B Personnel:</b> Educational Support Staff	<b>Building Principal</b>
<b>Class C Personnel:</b> Cafeteria	<b>Building Principal</b>
<b>Class D Personnel:</b> Custodians Housekeeping	<b>Building Principal</b>
<b>Class E Personnel:</b> Transportation Bus Mechanics	<b>Immediate Supervisor (Director of Business Services)</b>



<b>Class F Personnel:</b> Maintenance Mechanics Master Mechanics	<b>Immediate Supervisor (Director of Business Services)</b>
<b>Class G Personnel:</b> Technology Network Technician	<b>Building Principal or Director of Technology</b>

- 4.16 Step Two (Formal): If the grievant 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 an official Grievance Form to the designated Step Two Board representative, The Assistant Superintendent- Human Resources, or his/her designee, will serve as the Step Two Board representative.

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 an official Grievance Form. That decision will be recorded at Step Two of the official Grievance Form and signed by both parties.

- 4.17 Step Three (Formal): If the grievant is not satisfied with the results of the Step Two decision, the employee may continue the formal procedure by again submitting the formal grievance to the Superintendent or his/her designee. That submission must be made within ten (10) days after receipt of the Step Two decision. Upon request of the grievant, a meeting will be held between the grievant, a representative of the Union, the Superintendent or his/her designee, and such other Board representative as may have information regarding the matter, within ten (10) days of receipt of the submission. Within ten (10) days of such meeting, the Superintendent or his/her designee shall make a written decision which shall be recorded at Step Three of the official Grievance Form signed by both parties.

- 4.18 Step Four (Formal): If the grievant is not satisfied with the decision reached at Step Three, then the Union may request a hearing by an arbitrator. The request must be in writing or by email to the Federal Mediation and Conciliation Service (FMCS) with a simultaneous copy to the Superintendent. The selection of an arbitrator will be made from a panel of seven (7) names prepared and submitted by the Federal Mediation and Conciliation Service (FMCS). The arbitrator shall decide the grievance in accordance with the express terms of this Agreement and shall not have the authority to add to, subtract from or modify such terms. The decision of the arbitrator, provided it is consistent with the Board's legal authority, shall be final and binding on the Board, the Union and the grievant(s). Costs for the services of the Federal Mediation and Conciliation Service (FMCS) and of the arbitrator shall be paid by the losing party. Each party shall pay the costs of its own witnesses and representative.

#### SECTION V – NO WORK STOPPAGE

- 5.1 The Union agrees for itself, its officers and agents, and the employees in the bargaining unit, that neither it nor they will instigate, authorize, engage in or condone the continuance of any work stoppage, slow down, picketing or any other interruption or interference with operations during the life of this Agreement.
- 5.2 A violation of this Section shall be deemed to be grounds for discipline including discharge.

## SECTION VI – LEAVES

### PAID ASSAULT LEAVE

- 6.1 Employees absent from assigned duties because of physical disability resulting from a physical assault occurring in the course of and arising out of their employment will be maintained on a full pay status during the period of approved absence. An employee may not be approved for assault leave if the employee was the instigator of the assault.
- 6.2 The Superintendent, or a designee, may grant, upon the request of an employee, up to ten (10) days of assault leave. Should the employee request additional days of assault leave, the Superintendent shall have the sole discretion of extending the ten (10) days assault leave previously granted up to an additional fifteen (15) days.
- 6.3 Employees who have been physically attacked or are witnesses to an attack, shall make an immediate report to the building principal or such other school administrator who may be on duty. A written report shall be made by the employee to the proper school administrator before the end of the day or as soon as the employee is physically able, but no later than twenty-four (24) hours from the date of the incident. Such report shall contain all relevant facts and include the names of teachers, students, and/or other persons who were witnesses or may have participated in the attack.
- 6.4 If medical attention is required as a result of the physical assault, a certificate from a licensed physician stating the nature of the disability and its duration shall be required before assault leave can be paid and before the employee may be allowed to resume the regular assigned duties.
- 6.5 Assault leave meeting the conditions of this section shall not be charged against sick leave earned by the employee.
- 6.6 Falsification of either a signed statement or a physician's certificate shall be grounds for suspension or termination of employment.

### PAID PERSONAL LEAVE

- 6.7 Employees shall be granted up to three (3) days of personal leave, with pay, each school year (noncumulative). The personal leave is only applicable to emergency personal reasons and said days shall not be deducted from sick leave. When used it will be paid at the regular yearly scheduled daily rate. Any unused personal days as of June 30th will be rolled into sick leave.
- 6.8 Except where circumstances make it impossible, the employee will give to the Assistant Superintendent — Human Resources in writing, forty-eight (48) hours' advanced notice of his/her request to use personal leave and will make every attempt possible to notify the building principal or immediate supervisor. When an employee is absent for personal reasons, a report of such absence, signed by the employee and his/her principal or supervisor, shall be filed with the Assistant Superintendent — Human Resources on the morning of the employee's return to work. Such report

shall contain a certification by the employee that his/her absence was not in violation of this policy. The filing of a false statement by an employee shall be considered grounds for disciplinary action in such form and manner as the Superintendent may deem advisable, including but not limited to denial of pay for the day(s) taken. In applying for personal leave, the employee shall use those forms (paper or electronic) designated by the District.

- 6.9 Personal leave shall include, but not be limited to, major disasters affecting immediate family or property, court appearances graduations and weddings of members of the employee's immediate family, immediate examination for military service, any business activity of major significance which cannot be handled before or after school or on weekends, and religious holidays where total abstinence from work is required. Personal leave may be used for death of members of employee's immediate family (as defined in 6.16). If personal leave and sick leave are exhausted, employee may apply for unpaid leave. 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 Assistant Superintendent — Human Resources.
- 6.10 Personal leave shall not include: recreational activities; vacations; gainful employment; making application for employment elsewhere; shopping; extension of sick leave; attending fraternal functions; friend's illness; wedding anniversaries, parent teacher conferences; and other examples of seemingly emergency nature which in reality could be taken care of through other arrangements.
- 6.11 The Superintendent or his/her designee may authorize additional paid personal leave for justifiable reasons in his/her sole discretion. The reason for such requests will be stated in writing and determinations will be based on the criteria listed in 6.9 and 6.10 as well as the overall attendance record of the employee.
- 6.12 Personal emergency leave will generally not be approved on any of the following days, except under very unusual circumstances written requests, with an explanation, must be sent to the Assistant Superintendent — Human Resources.
  - a. The first and last days of school with students in session.
  - b. The work day preceding or following a holiday or vacation period.
  - c. Professional in-service and parent-teacher conference days.

#### PAID SICK LEAVE

- 6.14 All employees shall receive paid sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the employee's immediate family. Section XVI, 16.1 will be followed by employees with a Workers' Compensation injury.
- 6.15 Paid sick leave will be accumulated at the rate of fifteen (15) days per year to a maximum of 260 days effective July 1, 2001 earned at the regular yearly scheduled daily rate.
- 6.16 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 unit classified as permanent residents of the employee's home.

- 6.17 In granting sick leave because of death in the employee's immediate family, it is agreed that immediate family shall include the following: spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, siblings and members of the family unit classified as permanent residents of the employee's home.
- 6.18 Sick time not to exceed three (3) days for each such occasion shall be granted in the event of death of an employee's grandfather, grandmother, brother-in-law, sister-in-law, uncle, aunt, niece or nephew.
- 6.19 An employee requesting sick leave shall call his/her immediate supervisor and follow the established call-in procedures promptly so that substitute service can be arranged if necessary.
  - a. All first shift employees must call in one (1) hour prior to the start of their shift on the day of absence.
  - b. All second shift employees must call in two (2) hours prior to the start of their shift on the day of absence.

#### CATASTROPHIC LEAVE BANK

- 6.20 Catastrophic Leave Bank ("CLB"), shall be implemented for the express purpose of providing additional sick leave days to those bargaining unit members who have suffered from a Catastrophic illness or serious accident that prohibits them from returning to work and performing their normal job responsibilities. This shall also include a catastrophic illness of a spouse or child, when the spouse or child is a permanent resident of the employee's home and when the sick leave beneficiary is the primary caretaker.
- 6.21 The "CLB" shall be implemented based on the following provisions.
  - a. Each bargaining unit member shall have the option of becoming a member of the "CLB" the first September of the Contract Duration Period. Once a sick leave day has been contributed the "CLB" the member may not withdraw the day for any reason. Such a contribution shall be made in writing on the appropriate form established by the "CLB" Committee. The Board Treasurer shall receive a form signed by each individual member granting the Treasurer the authority to deduct the day from his/her sick leave balance.
  - b. If at any time the "CLB" goes below fifteen (15) sick days, the "CLB" Committee may choose to open the "CLB" for contributions. Any member not contributing days during a "reopened" period shall forfeit his/her membership in the "CLB". The "CLB" committee shall notify the membership in writing of any thirty (30) day re-opener period.
  - c. A new employee of the Board shall be notified of the "CLB" by the "CLB" in writing. And must notify the "CLB" committee within fifteen (15) days after his/her Probationary period has ended that they will contribute their first earned sick

leave day to the "CLB" in order to become a member. If a new employee transfers sick leave days in the district, upon completion of his/her Probationary period, a day shall be subtracted if the employee chooses to be a member of the "CLB".

- d. The "CLB" committee shall be comprised of seven (7) bargaining unit members, one (1) representative per Class, the Union President and the Assistant Superintendent-Human Resources or his/her designee. The Class representatives shall be appointed by the President of the Union.
- e. The "CLB" Committee may award a maximum of fifteen (15) days per request to a member who submits his/her initial application and if he/she meets the qualifications for eligibility. The Committee shall notify the board Treasurer in writing, the number of days a member is to be awarded.

The member will only be entitled to those days which are essential. If days allotted are greater than need, those days will be returned to the "CLB".

- f. If additional days are required the member may apply to the "CLB" for additional days, not to exceed fifteen (15) (maximum allotment of thirty (30) days), when it is apparent that he/she will not be able to work at the expiration of the fifteen (15) day period awarded. The additional allotment of days determined will be the final decision of the Committee.
- g. A member may only apply for days from the "CLB" after he/she has exhausted all available leaves.
- h. A member applying to the "CLB" shall be required to provide the Committee with medical certification from a licensed physician attesting the member's condition is a major illness or serious injury that will require at least twenty (20) consecutive days of recovery, the Committee, at its discretion, may require a second medical opinion.
- i. The decision of the committee regarding the approval or disapproval of applications for sick leave days from the "CLB" shall be a final decision and shall not be appealable through any internal grievance process or external legal proceeding.
- j. Elective medical procedures and/or other medical procedures, including but not limited to surgeries that can be performed during a time period where the procedure and/or recovery would not impact employment time, shall not be approved.
- k. The sick leave day(s) contributed to the "CLB" shall remain until such a time as the committee awards the days.
- l. The Union President will convene the "CLB" committee within five (5) workdays of receipt of an application from a member requesting sick leave days for the "CLB". If adequate and compliant information and medical certification is provided, the Committee will notify the employee and the Treasurer's office in

writing, of its decision within forty-eight (48) hours after reviewing the application. The "CLB" committee must have a minimum of five (5) Committee members to convene.

#### REPORT OF ABSENCE

- 6.22 The employee is required to notify his/her immediate supervisor as soon as possible after becoming aware of the need to use paid sick leave, or the need to be absent or tardy. [Also see section 6.19.]
- 6.23 Immediately upon returning to work from sick leave, the employee shall complete, sign and submit the Board-provided certification of absence form (paper or electronic). No sick leave payment shall be made until the required form is submitted. Falsification of any information on the form shall constitute grounds for the termination of the employee's contract. If medical attention was required, the employee's statement shall list the name of the attending physician and the dates when the physician was consulted.
- 6.24 The Superintendent or his/her designee may require a signed physician's statement justifying the use of sick leave, or may make other reasonable regulations in order to ensure compliance with this Article and with any applicable statutes.

#### UNPAID LEAVES OF ABSENCE

- 6.25 Employees may be granted leaves of absence without pay for the following purposes:
- 6.26 Military Leave: The Board shall grant military leave in accordance with state and federal law.
- 6.27 Prolonged Illness: The Board shall grant an unpaid leave of absence for a period of one (1) year in cases of prolonged illness, upon submission of medical certification of need deemed to be satisfactory by the Board. An additional year in two (2) six (6) month increments shall be granted upon satisfactory medical certification. The Board may also request interim medical certification during such leave.
- 6.28 Federal Family and Medical Leave Act of 1993: Employees who qualify shall be entitled to a leave of absence under the Family and Medical Leave Act of 1993 (FMLA) in accordance with federal law. FMLA shall run concurrently with any available Leave provisions of this Agreement for a period of twelve (12) weeks. For purposes of this section, the "twelve (12) month period" shall start with the first day of FMLA leave used and extend for twelve (12) months.
- 6.29 Parental Leave: Leave without pay shall be granted, upon written request by a classified employee, for pregnancy, maternity, adoption, paternity and medical leave and shall be arranged through the Superintendent or his/her designee at least sixty (60) days before the beginning date of the leave except when mitigating conditions merit deviation. The classified employee will receive written notification of leave specifications.

If conditions require, a pregnant classified employee may use accumulated paid sick leave for (a) disabilities resulting from the pregnancy, and (b) the period of confinement. The Superintendent or his/her designee may require the classified employee to supply a written statement from the doctor, substantiating that a disability exists and the expected duration of such disability.

If a pregnant classified employee prefers not to use accumulated paid sick leave or exhausts her accumulated sick leave, the employee must at the time apply for a medical leave of absence without pay or benefits. The leave shall be granted for disabilities resulting from the pregnancy and for the period of confinement. In either case, the Board will pay the premium for hospitalization and life insurance for the balance of the school year or for a period of three (3) months, whichever is shorter. When benefits are not paid by the Board, the classified employee may continue to be covered by said benefits by paying the monthly group rate, in advance, to the Treasurer of the Board.

- 6.30 Other: Unpaid leave of absence must be submitted to the supervisor at least 10 days prior for approval by the Superintendent and/or designee. Failure to meet minimum time line as specified in this section or falsification of the reason for use of any such leave may result in discipline, up to and including suspension without pay.

#### SALARY INCREMENTS FOR LEAVES OF ABSENCE:

- 6.31 Salary increments are not allowed for leaves of absence unless the leave is for military reasons.
- 6.32 Salary Increments: 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 employees work year, unless the leave is for military reasons whereas there are no restrictions or limitations.

#### SECTION VII – CALAMITY DAYS

- 7.1 Nothing within this Agreement limits the ability for the District to declare calamity days, delayed start of school, early closure of school, or student make-up days.

If school is closed to students due to a building specific maintenance issue, but staff could reasonably do their job and are either regularly scheduled to work or are called in earlier in the day to work than their regularly scheduled hours, the employee(s) will be paid at their regular rate of pay. If school is closed due to an epidemic or public calamity, those employees who are not called in to report to work shall be paid at their regular rate of pay and those employees called in to report to work, shall be paid for hours worked at time and one-half (1-1/2).

Implementation of remote learning, including but not limited to, during the Covid-19 pandemic, shall not constitute a calamity day(s), regardless of the underlying reason for implementation of remote learning. Should the Superintendent, in his/her sole discretion, determine remote learning to be necessary, employees shall perform the duties of their positions on such remote learning days, even if students or teachers are not in attendance, unless otherwise directed by the Administration. Employees will receive their regular rate of pay for work performed on a remote instruction day. No additional premium will be paid for such work under this provision or current law.

During any school year, should the District need to add all or part of a student day to the school calendar to make-up for a school closure, and should said day not be a regularly scheduled work day, the Board and Union will meet to agree upon the minimum number of bargaining unit employees needed at each school building to operate it safely in order to minimize any additional expense to the District caused by needing to schedule the student make-up days.

## SECTION VIII – JURY DUTY

- 8.1 The Board shall pay an employee's regular compensation while on jury duty.
- 8.2 Employees scheduled to work in the evening or night will not be required to report for work on any day when they have served as jurors.
- 8.3 To be eligible for jury duty pay the employee must promptly notify of his call to such duty, and must keep the immediate supervisor reasonably informed as to his absences or return to duty.

## SECTION IX — HEALTH

- 9.1 The Board requires every employee to have a TB or other test, pursuant to the recommendations or requirements of the Public Health Department.
- 9.2 The Superintendent may require an employee to furnish a certificate from a Board-appointed physician stating that he/she is physically and mentally qualified to fulfill the duties of an employee of the Garfield Heights City Schools. The examination is to be made by the Board's designated physician and the expense of the examination shall be paid by the Board.
- 9.3 Pursuant to the Ohio Revised Code, all bus drivers must pass their annual physical examination and meet all other statutory requirements for recertification, e.g. CDL and Criminal History Check.
- 9.4 Pursuant to the Ohio Revised Code and Federal Regulations, all bus drivers and vehicle drivers transporting students are subject to drug and alcohol testing and pre-employment testing for these classifications in accordance with Federal Law and Administrative Policy.

Note: Board and OAPSE agree to an administrative policy handout to drivers.

## SECTION X – MILITARY SERVICE CREDIT

- 10.1 Military Service Credit, up to five (5) years, will be offered for wage and salary purposes only, to employees that have completed one year of employment, upon request by the employee and subject to verification by separation papers and honorable discharge. The Military Service Credit shall be available and can be utilized once during employment with Garfield Heights City Schools.

## SECTION XI – VACATIONS

- 11.1 Vacations are earned by full time employees for periods of continuous system wide service prior to September 1 of each year. Full time employees, for vacation purposes, are those scheduled to work thirty-five (35) or more hours per week on a regular basis.
- 11.2 Full time (260/61 day) employees shall receive the following vacation pay:
  - Over 6 months but less than a year .....1 week
  - 1 year but less than 2 years.....2 weeks
  - 2 years but less than 3 years .....2 weeks and 1 day
  - 3 years but less than 4 years.....2 weeks and 2 days
  - 4 years but less than 5 years.....2 weeks and 3 days



5 years but less than 6 years .....	2 weeks and 4 days
6 years but less than 7 years.....	3 weeks
7 years but less than 8 years.....	3 weeks and 1 day
8 years but less than 9 years.....	3 weeks and 2 days
9 years but less than 10 years.....	3 weeks and 3 days
10 years but less than 11 years.....	3 weeks and 4 days
11 years but less than 12 years .....	4 weeks
12 years but less than 13 years.....	4 weeks and 1 day
13 years but less than 14 years.....	4 weeks and 2 days
14 years but less than 15 years.....	4 weeks and 3 days
15 years but less than 16 years.....	4 weeks and 4 days
16 years but less than 17 years.....	5 weeks
17 years but less than 18 years.....	5 weeks and 1 day
18 years but less than 19 years.....	5 weeks and 2 days
19 years but less than 20 years.....	5 weeks and 3 days
20 years but less than 21 years.....	5 weeks and 4 days
21 years .....	6 weeks

- 11.3 Effective July 1, each employee eligible for vacation will be credited with their vacation time for that upcoming year for scheduling purposes and must schedule and take these days during that contract year. If an employee does not take a scheduled vacation based on District's operational needs, he/she shall work with the District to reschedule those vacation days to be taken during that contract year. If the days are not able to be rescheduled, the employee shall be paid those days at the end of the contract year. Vacation days may not be carried over to the employee's next contract year.

If the employee separates from employment during the contract year, he/she shall only be paid for those days he/she has accumulated for that contract year that have not been taken. The employee shall not be paid out for any days accrued during the contract year that would be credited to him/her for the subsequent year. (Example: employee receives two weeks of vacation time based on the prior year's accrual effective July 1; if employee separates from service prior to the following July 1, employee shall be paid only if the accrued, unused time from the two-week allotment and shall not receive any compensation for accrued time that would have been used to credit vacation for the subsequent contract year.)

- 11.4 All employees shall submit their vacation request to their immediate supervisor. If approved, vacations will be scheduled in accordance with operational needs and at least three (3) 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 (2) weeks prior to the first day of school with students nor during the one (1) 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 both the building principal and the Maintenance Supervisor.

- 11.5 If, before an employee begins a scheduled vacation, events occur which would entitle him/her to some other paid absence status under this Agreement, upon advance request the employee's vacation will be postponed to a later date within the same vacation year.
- 11.6 Immediately upon returning to work from vacation, the employee shall complete, sign and submit the Board-provided certification of absence form (paper or electronic).

#### SECTION XII – PAID HOLIDAYS

- 12.1 The holidays for which classified personnel are eligible shall be as follows:

<u>(260/261 day employees)</u> New Year's Day Martin Luther King Day President's Day Good Friday Memorial Day	Independence Day Juneteenth* Labor Day Thanksgiving & the day after Christmas Eve Christmas Day	Custodians/Maintenance H.S./M.S./C.O. Supv. Bldg. Grds & Trans. Secy C.O. Secretaries C.O. Housekeepers Network Technician
<u>(216/229 day employees)</u> New Year's Day Martin Luther King Day President's Day Good Friday Memorial Day	Juneteenth* Labor Day Thanksgiving & the day after Christmas Eve Christmas Day	Housekeeper Extended School Year Drivers Elem./PT CO Secretaries Attendance/Athletic Secretaries Associate/Guidance Secretaries
<u>School Year (less than 215 day)</u> <u>Employees</u> New Year's Day Martin Luther King Day President's Day Good Friday Memorial Day	Labor Day Thanksgiving & the day after Christmas Day	Cafeteria Educational Support Transportation Lib./Aux. Service Clerks HS/MS Ofc. Clerks Office Secretaries Technology

- 12.2 Should a holiday occur on a Saturday, the preceding Friday shall be observed as the paid holiday. Should a holiday occur on a Sunday, the immediate following Monday shall be observed as the paid holiday. If any employee should be scheduled to work the weekday a holiday would fall, that employee would be paid for said holiday.

12.3 In order to be eligible for any of the above holidays, the above employees must have worked, or have been on some paid absence status under this Agreement, the day immediately scheduled before and the day immediately scheduled after such holiday. Holiday pay will be based on an employee's scheduled holiday hours.

12.4 There will be no activity permits issued for the use of district buildings on Thanksgiving and Christmas.

\*Juneteenth will be provided as a paid holiday only to eligible eleven (11) and twelve (12) month employees pursuant to state law. In order to be eligible for such paid holiday, the employee must have accrued earnings on the employee's next preceding and next following scheduled work days before and after the holiday or have been on approved paid leave on either or both of the aforementioned days.

### SECTION XIII – RE-EMPLOYMENT

13.1 The Board shall give notice not later than July 1 annually to each non-teaching employee as to the wage to be paid during the succeeding school year, which shall not be lower than the salary for the preceding school year unless such reduction is part of a uniform plan.

13.2 A non-teaching employee shall be deemed re-employed for the succeeding school year when the Board does not give notice on or before April 30 of its intention not to re-employ such employee.

### SECTION XIV – RESIGNATION

14.1 A written notice of resignation shall be filed with the Superintendent at least ten (10) working days prior to the effective date of resignation, or no references will be given.

### SECTION XV – SENIORITY AND LAYOFFS

15.1 Seniority: Seniority shall be of two types:

- a. System-wide seniority shall be defined as total continuous service from the employee's Board approved date of hire. An approved leave of absence shall not constitute a break in seniority.
- b. Job classification field seniority shall be defined as total continuous service within the job classification as computed from the most recent date of entry into the job classification. An approved leave of absence shall not constitute a break in seniority.

15.2 Seniority Ties: If two or more employees have the same job classification seniority, the tie will be broken, first, by system-wide seniority and, next, by a flip of a coin or other method agreed upon by the affected members. Any seniority ties broken by flip of a coin or by another method agreed upon by the affected members will be memorialized and placed in the affected members' personnel files to ensure the seniority ranking between those employees is honored for the remainder of their employment.

15.3 Probationary Period: During the first year of their contracted employment, employees shall be considered probationary employees and shall have no seniority. They may be terminated at any time and for any reason during said probationary period without reference to the grievance and

arbitration provisions of this Agreement or any other provision of this Agreement, except that all benefits that are due an employee shall be paid. Upon satisfactory completion of the probationary period, the employee's seniority will date back to their original date of hire.

- 15.35 Whenever a classification change is approved, a ninety (90) days (work day) probationary period will be in effect. If the probationary classification employee is unsuccessful during the probationary period and after review with the immediate supervisor and superintendent of schools and without reference to the grievance and arbitration provisions of this Agreement or any other provision, this employee will be placed in their previous level of classification.
- 15.4 Layoff: In the event of a reduction in the work force in any job classification for any reason, the number of people affected will be kept to a minimum by not employing replacements insofar as practical of employees who resign, retire or otherwise vacate a position. See flowcharts in Appendix E.
- 15.5 Recall: Employees laid off from their regular job classification will have the first right of recall to their regular job classification if openings occur therein, in order of system-wide seniority, for three (3) years from the date of layoff. Otherwise, openings shall be filled in accordance with Section XXII of this Agreement ("Transfer to Open Positions"). The Board will notify the next employee on the recall list of an opening in his/her regular job classification, by telephone with confirmation through e-mail and regular mail. Recalled employees must:
- a. Provide written confirmation to the Assistant Superintendent —Director of Human Resources of accepting the position, which must occur within five (5) work days of the date the recalled employee was notified by telephone of the opening in his/her regular job classification; and
  - b. Report to work within fourteen (14) work days of the date the recalled employee was notified by telephone of the opening in his/her regular job classification.
  - c. If the recalled employee does not comply with (a) and (b), he/she shall forfeit his/her recall rights to the position to which he/she was recalled as well as any future recall rights.

Employees are responsible for keeping the board informed of changes in address, email address and telephone numbers.

- 15.6 Reduction in Hours: A reduction in regularly assigned hours in any job classification will be considered the same as a reduction in force in that job classification.
- 15.7 New Employee Orientation: The Director of HR shall work with the Union President and his/her designee to provide an opportunity for the Union President or his/her designee to meet with new employees within thirty (30) days of the employee's start date to provide each a union new member packet.

## SECTION XVI

### 16.1 WORKERS' COMPENSATION

- a. All employees covered under this agreement are protected under the State Workers' Compensation Act of Ohio, in cases of injury or death incurred in the course of and arising out of their employment.
  - b. Any injury incurred while performing assigned responsibilities shall be reported immediately following the injury to the Treasurer or his/her designee, the injured employee's supervisor or other designated representative. When immediate reporting is impossible, the report must be made within forty-eight (48) hours following the injury. The investigative report will indicate whether it is a medical only or a regular disability claim. Upon notice of any such claim, the treasurer of the district shall notify the employee that reporting forms are available.
  - c. Any employee may elect to use his/her accumulated sick leave in conjunction with medical benefits under Workers' Compensation but cannot receive both sick leave and wage reimbursement under Workers' Compensation.
  - d. Employees may elect to use sick leave and if temporary total disability compensation is paid for the same time period, employee shall repay the Board and have sick leave pay reinstated. The Board shall prepare an agreement form to be signed by both parties immediately after the accident which will be filed with the Bureau of Workers' Compensation. [OAC 4123-5-20.]
- 16.2 The union will provide representatives to a district safety committee that will meet periodically.
- 16.3 It is the policy of Garfield Heights City Schools to effectively manage workers' compensation losses and invoke cost containment measures for workers' compensation claims while maintaining the working status of our employees.

The aim of this program is to provide employment after the onset of a work related injury, accident or illness; allowing for reasonable accommodations and/or alternative positions within the school district based on any restrictions established by the Physician of Record or by a physician retained on behalf of the District. Transitional work is a temporary accommodation.

The Transitional Work Program is available to any employee who sustains a work related injury, occupational disease or illness that is likely to result in lost time from the job. Each transitional work assignment will be treated independently of others. The injured worker must have the potential per the Physician of Record or by a physician retained by the District to return to his/her original job with no permanent modifications or other targeted job by the end of the transitional work assignment. Employees who are expected to have a temporary period of job performance limitations will be considered for participation in the program.

#### 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. Employees who work twenty-five (25) to thirty (30) hours per week will be eligible for the Minimum Value Plan only.

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

From 7/1/22 through 6/30/25, the employee monthly contribution shall equal 11% of the cost of the Board's premium.

WELLNESS Plan — see schedule in Appendix B-2:

From 7/1/22 through 6/30/25, the employee monthly contribution shall equal 10.5% of the cost of the Board's premium.

Minimum Value Plan — see schedule in Appendix B-3:

From 7/1/22 through 6/30/25, 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 twenty-six (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 dependents or any other demonstrated reason mutually agreed upon by the Board and Union.

#### 17.2.2 Continued Coverage during Leave of Absence

In order to continue on group insurance coverage during an approved Board leave of absence, the employee must pay the Treasurer by payroll deduction OR by the 20th of each month, for the following month, the full cost of the employee's monthly premium for the coverages. Failure to timely pay the employee's portion either through payroll deduction or by the 20th of each month for the following month will result in cancellation of coverage and notification of continuation rights under COBRA.

- 17.3 Spousal Insurance: 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. This requirement also does not apply to any spouse who is a retiree under a public retirement plan and enrolled in Medicare 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, the employee's 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.

For employee spouses who are enrolled in their employer's insurance plan or in lieu of enrolling in their employer's plan secured his/her own individual health insurance policy, the Board agrees to reimburse employees up to One Hundred Twenty-Five Dollars (\$125.00) per month of actual documented premium costs paid by the employee's spouse to his/her employer for single and

prescription drug medical coverage. Such reimbursement shall be tax-free. Requests for reimbursement with attached documentation demonstrated that such premium contributions were made shall be submitted to the Treasurer's office.

- 17.4 Life Insurance: The Board shall purchase from a carrier licensed by the State of Ohio, group term life insurance for each regularly scheduled non-teaching employee. For employees who are scheduled to work twenty (20) hours or less per week, life insurance shall be furnished in the amount of \$10,000. Employees who are scheduled to regularly work more than twenty hours per week, will be provided life insurance in the amount of \$20,000. The Board will attempt to make arrangements with the present carrier so that members of the unit can purchase additional life insurance at group rates in increments of \$5,000. The cost of additional insurance is to be paid entirely by the employee.
- 17.5 Insurance Committee: There will be an Insurance Committee comprised of nine (9) members. The OAPSE President shall appoint three (3) members to the Insurance Committee. The Insurance Committee shall explore other health insurers who must provide health insurance coverage of an equal or better value than the present health insurer. If no agreement is reached by the Insurance Committee or if the OAPSE membership does not accept the recommendation of the Insurance Committee, then the health insurance coverage shall remain the same.
- 17.6 COBRA: The Consolidated Omnibus Budget Reconciliation Act, COBRA, enacted in 1986, provides covered employees the opportunity of purchasing health benefits for themselves and their dependents/beneficiaries when coverage is terminated for the following reasons: job loss, reduction in hours, separation, divorce, death and/or dependent child ceases to be a dependent child. The duration of coverage under the COBRA provisions is 18 to 36 months depending upon the condition of eligibility.

#### SECTION XVIII –SEVERANCE PAY

- 18.1 To be eligible for severance pay, a bargaining unit member must have at least five (5) years' service with Garfield Heights City Schools and has been granted retirement according to SERS requirements, or have at least twenty (20) years service in Garfield Heights City Schools.
- 18.2 Half payment will be made in one lump sum within sixty (60) days after proof of retirement, and half deferred severance pay to July 1st after the calendar year in which he/she retires. For those who retire with twenty-five (25) days or less severance, the option of receiving the severance in one lump sum will be available.
- 18.3 Severance pay shall be based on the employee's daily rate; including all supplemental contracts and allowance in effect at the time of leaving.
- 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 one hundred seventy-five (175) days.
- 18.5 Employees Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued but unused by the employee at the time payment is made.



- 18.6 In the case of death of an employee, any earned but unused regular pay, compensatory time, vacation time and severance pay shall be paid to his/her spouse, if no spouse exists, to his/her estate.

#### SECTION XIX — SALARY INFORMATION AND DIFFERENTIALS

- 19.1 Effective July 1, 2022, 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, 2022. This step increase has already been implemented.

Effective July 1, 2023, 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, 2023.

Effective July 1, 2024, 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, 2024.

- 19.2 New Classifications: If the Board creates a new job classification that falls within the bargaining unit, it will establish a wage rate therefore and give written notice to the Union. If the Union does not agree with the wage rate, it must make written request for a meeting for negotiation of the wage rate, which request must be within seven (7) calendar days of receiving the above notice. If the Board and the Association cannot agree on the wage rate at that meeting, the Union may request arbitration of the wage rate. The request for arbitration must be in writing, received within seven (7) calendar days after the above meeting. The burden shall be on the Union to establish that the wage rate set by the Board is substantially improper.

- 19.3 Salary and Hourly Schedules: The salary or hourly rate schedule from July 1, 2022, through June 30, 2024, are attached under Appendix C-1 and C-2, which include the following raises to the base rates:

Effective 7/1/22, there shall be a two and one-half percent (2.5%) increase on the base rate.

Effective 7/1/23, there shall be a two and one-half percent (2.5%) increase on the base rate.

Effective 7/1/24, there shall be a two and one-half percent (2.5%) increase on the base rate.

- 19.4 Payday: All employees are paid bi-weekly, except for years with fifty-three (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.

- 19.5 Longevity Compensation: Longevity, as set forth in the longevity schedule (Appendix D), is not included in the hourly rate for overtime pay. Eligibility begins after completing the anniversary of the employment date starting the new contract year of July 1.

- 19.6 Merit Incentive for Attendance: Each employee, full or part time, who has used no sick leave, personal leave or leave without pay during a quarter of their total work schedule shall receive a merit incentive for attendance of one paid day at their daily base salary rate. If an employee uses sick leave on a day of injury/accident that occurred at work, it shall not count as sick leave for

purposes of this provision. Payment of the incentive shall be made no later than the second pay following the close of the quarter year period.

The time spent at Workers' Compensation medical appointments or hearings shall not be counted against the employee for purposes of the attendance incentive – the employee shall continue to use sick leave for Workers' Compensation medical appointments and personal leave for Workers' Compensation hearings.

- 19.7 Salary Reduction Pickup: The Board shall implement the salary pick-up to SERS as condition of employment at no cost to the Board. Under this form of employer pick-up, individual employees' salaries are reduced by the amount of employee retirement contributions. The contributions are then paid by the employer. Note that the pick-up is included in the original contract salary before reduction and does not require any additional cash outlay by the employer. The contribution amount is based on the original contract salary, and the earnings for retirement purposes include the contributions picked up by the employer. The employee receives the added benefit of reduced gross income for federal and state income tax purposes.

All subsequent bargaining unit member contracts and salary notices shall reference the provision of the salary reduction pick-up.

#### SECTION XX –SUBCONTRACTING

- 20.1 In fulfillment of its responsibility to operate the school system, the Board may subcontract work performed by Bargaining Unit members. However, such subcontracting will not occur if it includes layoff of employees who currently perform said work.

#### SECTION XXI – BUS ROUTES

21. Prior to the beginning of the school year at the annual in-service meeting, those drivers in attendance, will review the established bus routes and will have the opportunity to select by seniority their route for the new school year subject to the final approval and assignment of the Superintendent or his/her designee. System wide seniority does not apply to the selection of routes process unless Garfield Heights classification experience as a bus driver exists. For bus route election, date of hire in classification will be the determining factor among probationary employees. Bus/vehicle routes will have a minimum of regular hours as posted.
- a. AM bus/vehicle route will be a two and one-half (2.5) hour minimum
  - b. PM bus/vehicle route will be a two and one-half (2.5) hour minimum
  - c. Mid-day bus/vehicle routes will be one (1) hour minimum
- 21.1 If at anytime in the current school year a bus/vehicle route has changed by one hour a day or five (5) hours or more per week, then the bus/vehicle route shall go up for bid within ten school days pursuant to section twenty-one (21).
- 21.2 Duration: Employees may not change selection during the balance of that year without the approval of the Supervisor of Transportation.

- 21.3 Field Trips: Any Board paid field trip shall be driven by a contracted unit member. 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 twenty-four (24) hour notice may trade or give a trip away to the next person on the eligibility list. 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.
  - c. Daytime educational trips will be rotated in the same manner to drivers on the field trip eligibility list.
  - 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 thirty (30) minutes prior to pick-up time the driver will receive one (1) hour pay for show up time and be reassigned another trip. If a trip is cancelled after the pick-up time the driver will receive the minimum two (2) 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.
- 21.4 Layover Time: Bus/vehicle drivers are directed to remain at the location of the event to which the trip is made unless otherwise noted, will be paid for all hours at the location.
- a. Shuttles shall be a minimum of two (2) hours out and two (2) hours back.
- 21.5 Bus Unavailability: If a Board vehicle is not available to be operated when a bus vehicle driver reports for work, the driver will be paid for the time he/she is required to remain at work until he/she is released, but not less than one (1) hour show-up time.
- 21.6 Bus Monitors: Any bus run with children that requires wheelchair/handicapped assistance may have a monitor on the bus as determined by the Superintendent or his/her designee.
- 21.7 CDL: All maintenance mechanics and vehicle drivers must obtain a CDL/Bus Driver endorsement unless medically impossible. Exemptions may be made by the Director of Business Services.

## SECTION XXII – TRANSFER TO OPEN POSITION

- 22.1 In the event a new Bargaining Unit position is created or a vacancy occurs in an existing Bargaining Unit position, and the Board wishes to fill the same, employees may seek transfer under the following provisions:

Definition of Vacancy: a position that is unfilled as a result of resignation, retirement, termination, transfer, death, or is newly created.

- 22.2 Posting: When the Board determines that a vacancy exists in a position covered by this Agreement, either by creation of a new position or separation of a bargaining unit member from service, the position shall be posted for bid. Should the Board determine not to fill a vacant position, the O.A.P.S.E. local union president and the membership shall be informed.

Vacancies shall be posted via e-mail and in a conspicuous place in each building and bus garage on the O.A.P.S.E. bulletin board within forty-eight (48) hours of Board action on the position and remain there for five (5) working days and will make a reasonable attempt to fill the position within fifteen (15) working days, but may be extended by mutual agreement for extenuating circumstances. Any member of the bargaining unit may submit, in writing, his/her request to fill the vacant or newly created position. Any unit member on a RIF list shall also be notified, using the most recent contact information submitted by the unit member to the Board, of any open or vacant positions in his/her classification or in any other classification area.

Minimum hours will be established with the postings of newly created positions; vacant positions shall be posted as the same position, days/hours as vacated, unless an explanation is requested. The minimum number of hours which the employee is hired shall not be reduced while the employee is in that position. This procedure shall not be used to create more than one position for one vacancy without the consent of the Union President.

When a promotion or transfer for a currently employed staff member is granted, the promoted/transferred employee has the option of returning to his/her previous job and salary step/level, provided that he/she returns before the job is permanently filled. The return of the employee may also be made by the administration during the same time period.

No member of this bargaining unit shall be involuntarily transferred from his/her present position or location without being notified fourteen (14) calendar days in advance. Transfers shall not occur without the affected employee's agreement or unless documented just cause exists.

- 22.3 Application: Interested employees may make written application for the open position in the office of the Assistant Superintendent — Human Resources, and they will be considered before any external applications the Board may receive.

- 22.4 Award: The Board will award the open position after considering internal applicants on the basis of qualifications, experience, skill and ability to perform the position in question, and prior work history. If two or more applicants are equal in those factors, only then will the position be awarded on the basis of system-wide seniority to a bargaining unit member. It is responsibility of the Local #108 President and/or designee and the Assistant Superintendent — Human Resources to ensure the integrity of this process.

- 22.5 Summer Employment: Current employees will be considered first for summer employment as listed under 22.4.

#### SECTION XXIII – UNION PRIVILEGES

- 23.1 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.
- 23.2 Notices: The Union may have reasonable use of one Board bulletin board within each building, mail boxes and mail system for posting or transmission of notices concerning Union matters. Such material may include information regarding upcoming elections and endorsements. Such use will be subject to reasonable control including advance permission of the building principal or the Superintendent.
- 23.3 Use of Building: The Union may use a designated Board building for its meetings, but at such times as such buildings are otherwise opened and without additional expense to the Board. Such use will be subject to reasonable control, including advance permission of the building principal or the Superintendent.
- 23.4. Seniority List: The Union will be furnished with a seniority roster of all employees, showing job classification seniority and system wide seniority, on or about every October 1st.
- 23.5 Chapter Delegates: A maximum of three (3) Union chapter delegates for a period of not more than three (3) days, will be released from work to attend the union's Annual conference upon thirty (30) days advance notice, with pay and benefits continued. In addition there shall be granted up to two (2) days for Union Education programs. However, the costs related to attending the conference and Union Education Programs shall be the responsibility of O.A.P.S.E, or the delegates. Documentation of attendance shall be required.

#### SECTION XXIV — EMPLOYEE PRIVILEGES

- 24.1 Non-Discrimination: The Board's policy of non-discrimination extends to non-certified employees and applies to race, color, national origin, ancestry, citizenship status, religion, sex, economic status, age, disability, military status and/or sexual orientation.
- 24.2 Personnel Files: Employees will be able to examine and/or obtain copies of materials from their personnel file, except any reports, ratings or other materials relating to periods of time prior to employment of the employee. Such files will be kept in confidence, and will be available for inspection only to other employees and agents of the Board when necessary in the administration of the Board's affairs.
- a. A unit member shall be given an opportunity to prepare a written response to such material which shall be included in the file.
  - b. No disciplinary action (warning, reprimand or suspension) nor any evaluation shall be placed into a unit member's file without the unit member having an opportunity to sign the document. The unit member's signature is merely an

acknowledgement the unit member has received the document and has an opportunity to read the document and does not indicate agreement with the content. Should the unit member refuse to acknowledge receipt and an opportunity to review the document, such refusal shall be noted on the document and signed by the person delivering the document to the unit member.

- c. At any time, a unit member may request in writing that information he/she believes is outdated, irrelevant or immaterial be removed from his/her file. Such request shall detail the unit member's rationale as to why the material should be removed. If the material is not removed, the unit member's request will be attached to the material.

- 24.3 Evaluations: No evaluation of any employee will be placed in the personnel file until there has been an opportunity for discussion between the employee and the evaluator with regard to that evaluation. The employee shall have the right to review and respond in writing to any negative evaluation, and such response will also be placed in the personnel file.

Every attempt will be made to complete all evaluations annually. In the event an employee has not had his/her annual evaluation he/she shall contact the Superintendent or his/her designee within the year in which the evaluation is due, and one will be completed no later than eighteen (18) months after the prior evaluation.

- 24.4 Discipline: The employer reserves the right to discipline, suspend or discharge employees for just cause. The Employer further reserves the right to adopt reasonable rules and regulations not inconsistent with terms of this agreement governing employee conduct and to discipline, suspend or discharge employees for violating the same. The Union and any affected employees reserve the right to grieve the reasonableness or application of such Board adopted rules and regulations. At any time that a written warning or more serious discipline is imposed upon an employee, the Union will be so notified within a reasonable period of time. Generally speaking, the Employer agrees to recognize and employ the principles of progressive discipline. Thus, in the case of minor offenses (such as tardiness), a first violation will be dealt with through verbal counseling and/or written warning. Additional offenses of the same or similar seriousness may be punished more severely, giving due regard to the number of prior offenses, the period of time between offenses, the employee's overall work record and any other relevant factors. In the case of serious offenses (such as intoxication/use of illicit drugs, refusal to submit to a drug/alcohol test under Section 24.6, dishonesty (including theft or fighting), the Employer reserves the right, even on the first offense, to impose appropriate punishment (up to and including discharge). Discipline will not be issued in an arbitrary or capricious manner.

An employee shall be given a hand-delivered copy of any written warning, reprimand, or other disciplinary action entered on his/her personnel record within seven (7) days from the date the action was taken. The provisions of this paragraph apply to the extent that the employee is present at the Employer's premises. Otherwise, copies of notices shall be mailed to the employee's home by certified U.S. mail, return receipt requested. The employee shall be deemed to have received such notice if the Employer follows the procedures of this paragraph within seven (7) days.

Any employee who has been disciplined by suspension or discharge will be given a written statement describing the reason or reasons for which he/she has been suspended or discharged. In the case of suspension, the employee will be advised of the duration of the suspension. Any employee who is requested by the Employer to submit to an interview or other form of questioning in connection with an investigation where the employee reasonably believes the investigation may result in disciplinary action against the employee shall be entitled, upon request, to have a Union representative present, either in person or, if that not be practical by telephone. The employee shall further have the right to confer for up to fifteen (15) minutes with his/her Union representative prior to submitting to questioning by the Employer.

Any suspension shall be for a specific number of consecutive days on which the employee would be regularly scheduled to work. Holidays occurring during a period of suspension shall be counted as work days for the purposes of the suspension only.

24.5 Discipline: No written record of any discipline will be placed in the employees personnel file unless the incident which the discipline concerns has been discussed with the employee. The employee will have the right to respond to the discipline in writing, and such response will also be placed in the personnel file.

24.6 Drug and Alcohol Testing: Both the Union and Employer recognize illegal drug usage and impairment due to alcohol are threats to the safety of employees and the public. The goals of the drug and alcohol testing program are prevention of abuse, the dangers arising there from, and rehabilitation.

Employees who perform safety sensitive jobs or are required to hold a Commercial Drivers' License will be required to submit to a drug test and alcohol test on a random basis. Any employee shall also be subject to testing where a supervisors has a reasonable suspicion, based on specific, contemporaneous, and articulable observation of the employee, that the employee may be under the influence or may be using alcohol or drugs. "Under the influence" means that the employee has alcohol or mood altering drugs in his system and is affected by such alcohol or drug in a detectable manner including but not limited to, impaired performance of job duties and responsibilities.

The laboratory performing the tests will preserve any specimen collected in order that the employee may, at his expense, have the sample sent to another laboratory, agreed to by the Employer and the Union, for further analysis. Should a second test produce a result different from the first, a third test will be conducted by a third laboratory, agreed to by the Employer and the Union, on the same sample using a methodology selected by the third laboratory. The costs of the first test shall be borne by the Employer, subsequent testing costs will be borne by employee.

Prior to testing an employee may reveal any prescription drug and shall supply a physician's statement in connection with that prescription drug within seventy-two (72) hours. The employee will receive due consideration in the determination of potential work violation(s) if the drug is properly prescribed and administered.

Any employee who is required to take a test for suspected drug or alcohol abuse will be permitted to have a Union representative present during the testing; provided, however, the testing will not

be unreasonably delayed (more than one (1) hour) to allow the attendance of the Union representative.

The laboratory selected by the Employer to conduct the analysis, and any laboratory used for confirming tests at the request of the employee, Union, or Employer under this provision, must be experienced and capable in the areas of quality control, documentation, chain of custody, technical expertise, and have a demonstrated proficiency in testing. All tests will be conducted using chain-of custody procedures whereby all specimen samples are sealed, labeled and checked against the identity of the person tested. Samples shall be stored in a secured and refrigerated atmosphere until tested.

- A. The alcohol test will be conducted by using an evidential breath testing device and if a positive finding occurs, it shall be confirmed by a blood sample taken of the employee. Any result less than 0.041 shall be considered a negative test.
- B. The drug test will consist of two (2) phases:
  - 1. The enzyme multiplied immunoassay technique ("EMIT") shall be used to screen urine sample.
  - 2. Any positive result will be confirmed using the gas chromatography/mass spectrometry ("GC/MS") test.
- C. The threshold limits used by the United States Department of Human Services shall be employed in drug testing to determine the quantity of drugs in the specimen necessary to have a positive result. All employees shall be paid at their regular rate of pay for all hours that the employee is required to be present, including reasonable travel time. The minimum paid time will be one (1) hour.

Employees who voluntarily reveal drug and/or alcohol problems, but who have not been involved in other violations of the Employers rules and regulations (other than prohibitions regarding drug and alcohol use), will not be suspended or discharged for revealing their drug and/or alcohol use. The employee will be referred to a treatment program. Once treatment is completed and the employee is released to return to work, the employee shall be subject to random drug testing for a period of not to exceed one (1) calendar year.

All information regarding drug or alcohol testing results will be kept confidential. The Assistant Superintendent — Human Resources and the employee's immediate supervisor will be informed of the results. All drug test results are reviewed and interpreted by a physician, who shall be known as the Medical Review Officer ("MRO"), before they are reported to the Employer. The MRO shall be selected by the Employer. If the laboratory reports a positive result to the MRO, the MRO shall contact the employee, either in person or via telephone, and conduct an interview to determine if there is an alternate medical explanation for the drugs found in the employee's urine specimen. If the employee provides appropriate documentation and the MRO determines that it is a legitimate medical use of a prohibited drug, the drug test will be reported as negative. Should the employee test positive, he will be referred to a treatment program while confirmation of test results transpire. The removal cannot take place until the MRO has interviewed the employee and determined that the positive drug test resulted from the unauthorized use of a controlled



substance. The employee cannot return to work until he has been evaluated by a substance abuse professional or MRO, has complied with recommended rehabilitation and has a negative test result on a return-to-duty test. The Employer may implement follow-up testing procedures to monitor the employee's continued abstinence from drug use, including random testing.

Employees who are subject to discipline as a result of drug or alcohol abuse are entitled to contest the discipline through the Grievance Procedure, or if they contend they have been prejudiced by a violation of this Article.

- 24.7 Representation during Discipline and Grievance procedure: It is acknowledged that the administrative representatives of the Board have the right to speak to, inquire of or meet with bargaining unit employees with regard to any work related matters without the necessity of an Union representative being present, except only as follows: (a) If the purpose of the discussion is to issue discharge or suspension during that same discussion, the employee shall have the right to request the presence of the Union's Local President before the discharge or suspension is issued, unless immediate suspension is necessary where the issue is safety of persons or property; (b) If the Step Two Board Representative requests a meeting at Step Two of the Grievance Procedure, the employee shall have the right to request the presence of the Union's Local President at such meeting; (c) If an employee requests a meeting at Step Three of the Grievance Procedure, the employee shall have the right to request the presence of a Union representative at the meeting; (d) The employee will be represented by an Union representative at Step Four (arbitration) of the Grievance Procedure.
- 24.8 Copy of Agreement: Upon execution of this Agreement, the Board will post a copy thereof on its website.
- 24.9 Voting Time: If an employee's work schedule is such that it does not allow sufficient time before or after work to vote in any federal, state or local election, the Board will arrange a reasonable paid release time for the employee to vote.
- 24.10 Access to District Cameras: Employee privileges do not extend to the ability to access District security cameras and/or recordings. No bargaining unit member shall access or request access through another staff member to District security cameras or recordings without prior approval of the Administration. No bargaining unit member shall grant access to any security camera or recording unless prior Administrative approval is provided.

#### SECTION XXV –HOURS

- 25.1 Schedules: The standard work week shall be five (5) consecutive days, Monday through Friday, eight (8) hours per day, forty (40) hours per week. The Board may develop, in conjunction with the Labor Management Committee, a work day or work week less than eight (8) hours per day or forty (40) hours per week, Monday through Friday for positions whose work load and responsibilities require a work schedule of less than full-time. Full time secretaries' standard day shall be seven (7) hours with an unpaid lunch. The Board shall not make changes in an employee's ordinary schedule in order to avoid paying overtime.
- 25.2 Classification Pay: The Board agrees that if a member of the bargaining unit is requested to and does perform all work that is normally performed by an employee holding a higher classification,

then such member shall receive the rate of pay normally paid the higher classified employee from the first day of assignment. There shall not be a classification pay change solely because of a shift change. In order for an employee to receive classification pay, the employee must work such assignment for a period of time not less than five (5) days as approved by the Superintendent or his/her designee.

- 25.3 Lunch Period: Employees scheduled to work for at least thirty-five (35) hours per week will be entitled to an unpaid lunch period of not less than one-half (1/2) hour nor more than one (1) hour.
- 25.4 Rest Periods: Employees scheduled to work at least five (5) consecutive hours per day will be granted at least one paid rest period of fifteen (15) minutes.
- 25.5 Cafeteria Employee Hours: If a cafeteria employee is out and a substitute is to be called in, extra hours will first be offered to the lower-hour cafeteria employees, before being given to the substitute.
- 25.6 Summer School Cleaning Personnel: During the period of summer school, a cleaning staff member will be appointed to clean the building scheduled to be used. The staff member should be scheduled to clean, two (2) hours daily, after the conclusion of the regularly scheduled day of summer school.
- 25.7 Bus Garage Hours: Daily extra hours in the bus garage should be rotated as equally as possible. Please notify immediate supervisor and communicate desires for extra work.

#### SECTION XXVI – EMPLOYEE ALLOWANCES

- 26.1 Personal Vehicles: Employees who are directed to use their personal vehicles on Board business will be paid at the I.R.S. mileage rate.
- 26.2 Uniforms: Each school year, the Superintendent or his/her designee will identify uniform color choice for new uniforms.

Maintenance staff, housekeeping staff and custodians will be issued five polo-style shirts and five t-shirts. Transportation staff and cafeteria employees will receive five polo-style shirts.

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.

Maintenance staff, transportation staff and food van driver can wear appropriate shorts during the months of May thru September, 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.

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 outside of work, lost or stolen, the employee must then replace the garment at their own cost. Should an issued piece of uniform be damaged beyond repair due to a job related duty (and/or in the case of a Carhartt or jacket after 3 years of wear and tear), the District will replace the garment at its cost.

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 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 are 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.

- 26.3 Clothing Allowance: The bus mechanics shall receive a \$300.00 reimbursable clothing allowance yearly.
- 26.4 Safety Gear: If the Board or other regulatory organizations requires the wearing or use of specific safety gear or equipment, the Board will furnish the same at its expense, or may reimburse the employee for the cost of procuring the same.
- 26.5 Safety: A safe work environment is the goal of both employees and the Board. In order to facilitate this goal, effective communications should be encouraged at all levels. The employer and employees should constantly seek to maintain a safe and productive work environment. The employees should communicate their safety concerns to their supervisor for mutual investigation.
- 26.6 Professional In-service: The Superintendent, or his/her designee will consider a request of an employee to take courses which are directly related to the employee being better able to perform his/her current job. The requests must be received in advance. The Superintendent, or his/her designee may, in his or her sole discretion, agree to reimburse the employee for all or part of tuition, books and fees after successfully completing the course.
- 26.7 NEOEA/OAPSE DAY: N.E.O.E.A/O.A.P.S.E. day, the bargaining unit members shall have the right to choose one of the following: 1) Attend an O.A.P.S.E. sponsored meeting and receive normal pay for that day; 2) Attend a Board Sponsored meeting and receive normal pay for that day; or 3) Take the day off without pay.
- 26.8 Professional Development: Workshops and seminars will be offered to all classifications annually.
- 26.9 Cafeteria Stipend. A Class C Cafeteria employee who achieves Level 2 Certification through the State of Ohio Department of Health will be awarded a one-time stipend of \$150.00.

#### SECTION XXVII — OVER-TIME AND PREMIUM PAY

- 27.1 Over-Time Pay: Employees who work more than forty (40) hours in any work week will be paid at the rate of time and one-half (1-1/2) their regular rate of pay. If the hours worked over forty (40) occur on Sunday, the employee will be paid two (2) times their regular hourly rate for hours worked on Sunday. For this purpose, all time during which an employee is on some paid status under this Agreement shall be construed as hours worked. To qualify for weekend overtime the employee must work the Friday before and the Monday after.
- 27.2 Holiday Work Premium: If an employee works on a paid holiday for which he/she is entitled under this Agreement, the employee will receive the normal holiday pay, plus time and one-half (1-1/2) his/her regular rate of pay for hours worked on the holiday.
- 27.3 Banquet Premium: Cafeteria and housekeeping staff employees will be paid time and one-half (1 1/2) their regular rate of pay for banquets worked outside their regularly scheduled hours. It is the discretion of the Superintendent or his/her designee to have housekeeping staff called in after a banquet.
- 27.4 Call-back Pay: An employee called back to work after he/she has left at the end of the shift will receive a minimum of two (2) hours work or pay, at the appropriate rate.
- 27.5 Non-duplication: There will be no duplication of overtime or premium pay for the same hours worked.

#### SECTION XXVIII — MAINTAINING AND/OR OBTAINING REQUIRED CERTIFICATION

- 28.1 All classified employees in accordance with Negotiated Contract, state law, and job descriptions are required to maintain and/or obtain certification as required by the listed documents below while employed by the Garfield Heights City School District:

##### Examples:

- o Bus drivers, vehicle drivers, and maintenance personnel are required to have background checks, TB tests, physicals, personal licenses, CDLs, Ohio Department of Education licensure, etc. as applicable to state, city, and local rules and regulations.
- o All aides are required to have an Educational Aide permit. Those in higher classifications are required to meet "Praxis" requirements of equivalent.

The Board of Education may request a second opinion areas necessary for further clarification by Board certified doctors, or other medical related practitioners as required by District rules and regulations.

All employees are required to keep or maintain licenses, certification and/or permits/licenses necessary to fulfill their job requirements. Failure to maintain such licenses/certifications and/or permits/licenses may result in reassignment and/or discipline up to and including demotion or termination.

Exemptions to the above may be granted by the Assistant Superintendent — Director of Human Resources on an annual basis.

- 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 (1) 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.

#### SECTION XXIX — CONTRACT DURATION

This agreement commences July 1, 2022, and continues in full force and effect through midnight June 30, 2025. It terminates the previous agreement, dated July 1, 2019, through June 30th, 2022. 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.

In witness thereof, the parties have caused their names to be subscribed this \_\_\_\_ day of August, 2022.

The Board of Education of the  
Garfield Heights City School District

By: 

Dr. Richard Reynolds,  
Superintendent

By: 

Al Sluka, Treasurer

Ohio Association of Public School  
Employees Local #108, Local 4 – AFSCME  
AFL-CIO

By: 

Laurie Menadovich, Union  
President

By: 

Albert Jackson, OAPSE Rep.

Garfield Heights City Schools  
CLASS A - CLERKS AND SECRETARIES

Effective July 1, 2022

**Secretarial/Clerical Positions**

Class 1A - HS/MS Clerk

Class 2A - Elementary Office Assistant

Class 3A - Library Clerk, Aux. Service Clerk (185 Working Days)

Class 4A - Attendance Secretary (215 Working Days)

Class 5A - Associate &amp; Middle School Guidance Secretary (215 Working Days)

Class 6A - Elementary Secretary, High School Guidance Secretary, High School Athletic Secretary (215 Working Days)

Class 8A - Middle School Secretary (220 Working Days)

Class 8A-1 - High School Secretary, Transportation Supervisor Secretary (220 - 8 Hr./Days)

Exp	1A	2A	3A	4A	5A	6A	8A	8A1
0	12.87	14.94	15.37	26476	26738	28570	30111	35617
1	13.04	15.13	15.89	27379	27965	29712	31222	36947
2	13.30	15.32	16.49	28281	30416	32154	33803	39984
3	13.48	15.67	17.62	30194	31543	33319	35027	41433
4	13.77	16.01	18.26	30990	32659	34492	36262	42893
5	14.03	16.33	18.72	31945	33865	35635	37463	44314
6	14.39	16.82	19.28	32736	35118	36892	38785	45878
7	14.73	17.16	19.93	33750	36291	38142	40098	47430
8	15.16	17.67	20.50	34596	37576	39319	41337	48894
9	15.62	18.19	21.05	35499	38780	41640	43776	51782
10	15.93	18.56	21.45	36029	39359	42171	44335	52441
11	16.33	19.02	21.99	36930	40343	43225	45442	53752
12	16.74	19.50	22.54	37853	41352	44306	46578	55095
13	17.07	19.89	22.99	38610	42179	45192	47510	56198
14	17.33	20.19	23.34	39190	42812	45870	48223	57040
15	17.59	20.49	23.69	39777	43454	46558	48946	57896
16	17.85	20.80	24.04	40374	44106	47256	49680	58765

*Classified staff will be paid the regular hourly rate for all hours worked as assigned or by attendance at a Board approved workshop/professional development class for hours attended.*

Garfield Heights City Schools  
CLASS B - EDUCATIONAL SUPPORT STAFF

Effective July 1, 2022

**Educational Support Staff**

Class 1B - Building Assistant

Class 2B - Instructional Assistant

Class 3B - Special Education Attendant

Class 4B - Security

Exp	1B	2B	3B	4B
0	11.98	14.69	17.39	17.45
1	12.17	14.97	17.72	17.79
2	12.41	15.26	18.10	18.17
3	12.60	15.53	18.43	18.50
4	12.88	15.89	18.84	18.90
5	13.14	16.19	19.20	19.27
6	13.48	16.55	19.54	19.62
7	13.84	16.87	19.90	19.96
8	14.11	17.21	20.29	20.36
9	14.59	17.64	20.76	20.83
10	14.94	18.07	21.27	21.35
11	15.33	18.52	21.80	21.88
12	15.71	19.00	22.35	22.43
13	16.02	19.38	22.79	22.88
14	16.26	19.67	23.13	23.22
15	16.51	19.96	23.48	23.57
16	16.75	20.26	23.83	23.92

*Classified staff will be paid the regular hourly rate for all hours worked as assigned or by attendance at a Board approved workshop/professional development class for hours attended.*

Garfield Heights City Schools  
CLASS C - CAFETERIA POSITIONS

Effective July 1, 2022

**Cafeteria Positions**

Class 1C - General Cafeteria Staff

Class 2C - Food Preparation/Baker

Class 3C - Elementary Cafeteria Lead, Cook

Class 4C - Cafeteria Manager

EXP	1C	2C	3C	4C
0	12.21	12.66	13.46	16.42
1	12.54	12.99	13.86	16.79
2	12.89	13.36	14.20	17.15
3	13.27	13.76	14.56	17.46
4	13.57	14.09	14.91	17.84
5	13.90	14.43	15.25	18.20
6	14.29	14.77	15.61	18.86
7	14.63	15.11	15.97	19.21
8	14.95	15.46	16.31	19.54
9	15.42	15.93	17.14	20.07
10	15.81	16.32	17.57	20.57
11	16.20	16.72	18.02	21.08
12	16.61	17.15	18.47	21.62
13	16.94	17.49	18.84	22.05
14	17.19	17.75	19.13	22.39
15	17.45	18.03	19.41	22.72
16	17.71	18.30	19.70	23.06

*Classified staff will be paid the regular hourly rate for all hours worked as assigned or by attendance at a Board approved workshop/professional development class for hours attended.*



## Garfield Heights City Schools

Effective July 1, 2022

## CLASS D - CUSTODIAL STAFF

**Custodial Positions**

Class 1D - Housekeeping\*

Class 2D - Middle School Assistant Custodian

Class 3 D - High School Assistant Custodian

Class 4 D - Elementary Building Custodian

Class 5 D - Middle School Building Custodian

Class 6 D - High School Building Custodian

*Custodian Night Differential = \$.34*

*\* A lead housekeeping position in each school building will receive a stipend of \$1.00/hour more in Class 1D schedule. This position will be determined yearly based upon evaluation, work history, and upon the recommendation of the Head Custodian to the Principal.*

EXP	1D	2D	3D	4D	5D	6D
0	12.19	40611	42372	42506	44843	46515
1	12.51	41697	43458	43593	45925	47601
2	12.89	42780	44543	44676	47014	48684
3	13.59	44952	46717	46847	49184	50858
4	13.96	46036	47801	47935	50274	51942
5	14.30	47121	48888	49017	51357	53029
6	14.66	48208	49972	50107	52441	54114
7	15.00	49296	51056	51190	53524	55197
8	15.34	50380	52141	52275	54613	56283
9	15.81	51464	53228	53363	55698	57370
10	16.29	52494	54558	54697	56812	58517
11	16.70	53806	55922	56064	58233	59980
12	17.13	55151	57320	57466	59688	61480
13	17.47	56254	58467	58615	60882	62709
14	17.73	57098	59344	59495	61795	63650
15	18.00	57954	60234	60387	62722	64605
16	18.27	58824	61137	61293	63663	65574

*Classified staff will be paid the regular hourly rate for all hours worked as assigned or by attendance at a Board approved workshop/professional development class for hours attended.*

## Garfield Heights City Schools

Effective July 1, 2022

## CLASS E - TRANSPORTATION

**Transportation Positions**

Class 1E - Bus Aide

Class 2E - Delivery Driver

Class 3E - PT Vehicle Driver

Class 4E - Bus Driver (Full &amp; Part Time)

Class 5E - Bus Mechanic

Exp	1E	2E	3E	4E	5E
0	11.98	13.17	12.99	21.33	46515
1	12.17	13.34	13.38	21.33	47601
2	12.41	13.53	13.76	21.33	48683
3	12.60	13.89	14.44	21.33	50857
4	12.88	14.22	14.77	21.33	51941
5	13.14	14.48	15.10	21.33	53028
6	13.48	14.83	15.47	21.33	54113
7	13.85	15.28	15.93	21.33	55196
8	14.30	15.72	16.36	21.33	56283
9	14.71	16.21	16.85	22.67	57369
10	15.08	16.61	17.27	23.00	58803
11	15.47	17.02	17.72	23.19	60273
12	15.85	17.45	18.15	23.75	61780
13	16.16	17.80	18.51	24.21	63015
14	16.41	18.06	18.79	24.55	63961
15	16.65	18.34	19.07	24.91	64920
16	16.90	18.61	19.36	25.28	65894

1. CDL required employees will be reimbursed the CDL driver's license cost.
2. Classified staff will be paid the regular hourly rate for all hours worked as assigned or by attendance at a Board approved workshop/professional development class for hours attended.
3. Regular staff, if chosen, on an as needed basis and subject to the Board's discretion to work in any substitute maintenance job are subject to the supervisor's recommendation and assignment shall be paid \$10.00 per hour in lieu of the established substitute maintenance rate of pay.

Garfield Heights City Schools  
CLASS F - MAINTENANCE

Effective July 1, 2022

**Maintenance/Mechanic**

Class 1F - Maintenance Mechanic 3

Class 2F - Maintenance Mechanic 2

Class 3F - Maintenance Mechanic 1

Class 4F - Master Mechanic

EXP	1F	2F	3F	4F
0	42372	42506	44843	46515
1	43458	43594	45926	47602
2	44543	44676	47014	48684
3	46716	46847	49184	50858
4	47801	47935	50274	51942
5	48888	49017	51357	53029
6	49970	50107	52441	54114
7	51056	51190	53525	55197
8	52141	52275	54613	56284
9	53226	53363	55698	57370
10	54557	54697	57091	58804
11	55922	56064	58518	60274
12	57320	57466	59982	61781
13	58467	58615	61182	63017
14	59344	59495	62099	63962
15	60234	60387	63031	64922
16	61137	61293	63976	65895

1. Maintenance employees are permitted a 30 day grace period to obtain their CDL
2. CDL required employees will be reimbursed the CDL driver's license cost.

Garfield Heights City Schools  
CLASS G - TECHNOLOGY

Effective July 1, 2022

**Technology Positions**

Class 1G - Technology Assistants (210 Days)

Class 2G - Network Technician, Telecommunication Technician

Exp	1G	2G
0	15.82	40444
1	16.09	41657
2	16.40	42870
3	16.73	44084
4	17.09	45297
5	17.42	46510
6	17.77	47724
7	18.13	48937
8	18.47	50150
9	18.86	51364
10	19.32	52577
11	19.81	53790
12	20.31	55004
13	20.72	55812
14	21.03	56419
15	21.34	57026
16	21.66	57879

*Classified staff will be paid the regular hourly rate for all hours worked as assigned or by attendance at a Board approved workshop/professional development class for hours attended.*

Garfield Heights City Schools  
CLASS A - CLERKS AND SECRETARIES

Effective July 1, 2023

**Secretarial/Clerical Positions**

Class 1A - HS/MS Clerk

Class 2A - Elementary Office Assistant

Class 3A - Library Clerk, Aux. Service Clerk (185 Working Days)

Class 4A - Attendance Secretary (215 Working Days)

Class 5A - Associate &amp; Middle School Guidance Secretary (215 Working Days)

Class 6A - Elementary Secretary, High School Guidance Secretary, High School Athletic Secretary (215 Working Days)

Class 8A - Middle School Secretary (220 Working Days)

Class 8A-1 - High School Secretary, Transportation Supervisor Secretary (220 - 8 Hr./Days)

Exp	1A	2A	3A	4A	5A	6A	8A	8A1
0	13.19	15.32	15.76	27138	27407	29285	30864	36507
1	13.36	15.51	16.28	28064	28665	30454	32003	37871
2	13.64	15.70	16.90	28988	31177	32957	34648	40984
3	13.82	16.06	18.06	30948	32332	34152	35903	42469
4	14.12	16.41	18.72	31765	33476	35355	37168	43965
5	14.38	16.74	19.19	32743	34712	36526	38400	45421
6	14.75	17.24	19.76	33554	35996	37815	39754	47024
7	15.10	17.59	20.42	34594	37198	39095	41101	48616
8	15.54	18.11	21.01	35461	38515	40302	42370	50117
9	16.01	18.65	21.57	36386	39749	42681	44870	53076
10	16.33	19.02	21.99	36930	40343	43225	45443	53752
11	16.74	19.50	22.54	37853	41352	44306	46579	55096
12	17.15	19.99	23.10	38800	42386	45413	47742	56473
13	17.50	20.39	23.57	39576	43234	46322	48698	57603
14	17.76	20.69	23.92	40169	43882	47016	49429	58466
15	18.03	21.00	24.28	40772	44540	47722	50170	59344
16	18.30	21.32	24.64	41383	45208	48438	50922	60234

*Classified staff will be paid the regular hourly rate for all hours worked as assigned or by attendance at a Board approved workshop/professional development class for hours attended.*

Garfield Heights City Schools  
CLASS B - EDUCATIONAL SUPPORT STAFF

Effective July 1, 2023

**Educational Support Staff**

Class 1B - Building Assistant

Class 2B - Instructional Assistant

Class 3B - Special Education Attendant

Class 4B - Security

Exp	1B	2B	3B	4B
0	12.28	15.06	17.82	17.89
1	12.47	15.34	18.16	18.23
2	12.72	15.64	18.55	18.62
3	12.91	15.91	18.89	18.96
4	13.20	16.29	19.31	19.37
5	13.47	16.60	19.68	19.75
6	13.82	16.96	20.03	20.11
7	14.19	17.29	20.40	20.46
8	14.46	17.64	20.79	20.87
9	14.95	18.08	21.28	21.35
10	15.31	18.52	21.80	21.88
11	15.71	18.99	22.35	22.43
12	16.10	19.47	22.90	22.99
13	16.42	19.86	23.36	23.45
14	16.67	20.16	23.71	23.80
15	16.92	20.46	24.07	24.16
16	17.17	20.77	24.43	24.52

*Classified staff will be paid the regular hourly rate for all hours worked as assigned or by attendance at a Board approved workshop/professional development class for hours attended.*

Garfield Heights City Schools  
CLASS C - CAFETERIA POSITIONS

Effective July 1, 2023

**Cafeteria Positions**

Class 1C - General Cafeteria Staff

Class 2C - Food Preparation/Baker

Class 3C - Elementary Cafeteria Lead, Cook

Class 4C - Cafeteria Manager

EXP	1C	2C	3C	4C
0	12.52	12.98	13.80	16.83
1	12.85	13.31	14.21	17.21
2	13.22	13.70	14.55	17.58
3	13.60	14.10	14.93	17.90
4	13.91	14.44	15.28	18.29
5	14.24	14.80	15.63	18.65
6	14.64	15.14	16.00	19.34
7	14.99	15.49	16.37	19.69
8	15.33	15.85	16.72	20.03
9	15.81	16.33	17.57	20.57
10	16.21	16.73	18.01	21.08
11	16.61	17.14	18.47	21.61
12	17.02	17.58	18.93	22.16
13	17.36	17.93	19.31	22.60
14	17.62	18.20	19.61	22.95
15	17.89	18.48	19.89	23.29
16	18.15	18.75	20.19	23.64

*Classified staff will be paid the regular hourly rate for all hours worked as assigned or by attendance at a Board approved workshop/professional development class for hours attended.*

## Garfield Heights City Schools

Effective July 1, 2023

## CLASS D - CUSTODIAL STAFF

**Custodial Positions**

Class 1D - Housekeeping\*

Class 2D - Middle School Assistant Custodian

Class 3 D - High School Assistant Custodian

Class 4 D - Elementary Building Custodian

Class 5 D - Middle School Building Custodian

Class 6 D - High School Building Custodian

*Custodian Night Differential = \$.34*

*\*A lead housekeeping position in each school building will receive a stipend of \$1.00/hour more in Class 1D schedule. This position will be determined yearly based upon evaluation, work history, and upon the recommendation of the Head Custodian to the Principal.*

EXP	1D	2D	3D	4D	5D	6D
0	12.49	41626	43431	43568	45964	47678
1	12.82	42739	44545	44683	47073	48791
2	13.21	43850	45657	45793	48190	49902
3	13.93	46076	47885	48018	50413	52130
4	14.31	47187	48996	49133	51531	53241
5	14.66	48299	50110	50243	52641	54355
6	15.02	49413	51221	51359	53752	55467
7	15.38	50529	52333	52470	54863	56577
8	15.72	51639	53445	53582	55978	57690
9	16.21	52751	54558	54697	57091	58804
10	16.70	53806	55922	56064	58233	59980
11	17.12	55151	57320	57466	59688	61480
12	17.55	56530	58753	58903	61181	63017
13	17.91	57661	59928	60081	62404	64277
14	18.17	58525	60827	60982	63340	65241
15	18.45	59403	61740	61897	64290	66220
16	18.72	60294	62666	62825	65255	67213

*Classified staff will be paid the regular hourly rate for all hours worked as assigned or by attendance at a Board approved workshop/professional development class for hours attended.*



## Garfield Heights City Schools

Effective July 1, 2023

## CLASS E - TRANSPORTATION

**Transportation Positions**

Class 1E - Bus Aide

Class 2E - Delivery Driver

Class 3E - PT Vehicle Driver

Class 4E - Bus Driver (Full &amp; Part Time)

Class 5E - Bus Mechanic

Exp	1E	2E	3E	4E	5E
0	12.28	13.49	13.32	21.86	47678
1	12.47	13.68	13.71	21.86	48791
2	12.72	13.87	14.10	21.86	49900
3	12.91	14.24	14.80	21.86	52128
4	13.20	14.58	15.14	21.86	53239
5	13.47	14.84	15.48	21.86	54354
6	13.82	15.20	15.86	21.86	55466
7	14.19	15.66	16.33	21.86	56576
8	14.66	16.12	16.77	21.86	57690
9	15.08	16.62	17.27	23.24	58803
10	15.46	17.02	17.70	23.57	60273
11	15.86	17.45	18.16	23.77	61780
12	16.24	17.89	18.60	24.34	63324
13	16.57	18.24	18.97	24.82	64591
14	16.82	18.52	19.26	25.16	65560
15	17.07	18.79	19.55	25.53	66543
16	17.32	19.08	19.84	25.91	67541

1. CDL required employees will be reimbursed the CDL driver's license cost.
2. Classified staff will be paid the regular hourly rate for all hours worked as assigned or by attendance at a Board approved workshop/professional development class for hours attended.
3. Regular staff, if chosen, on an as needed basis and subject to the Board's discretion to work in any substitute maintenance jobs are subject to the supervisor's recommendation and assignment shall be paid \$10.00 per hour in lieu of the established substitute maintenance rate of pay.

Garfield Heights City Schools  
CLASS F - MAINTENANCE

Effective July 1, 2023

**Maintenance/Mechanic**

Class 1F - Maintenance Mechanic 3

Class 2F - Maintenance Mechanic 2

Class 3F - Maintenance Mechanic 1

Class 4F - Master Mechanic

EXP	1F	2F	3F	4F
0	43431	43568	45964	47678
1	44545	44684	47074	48792
2	45657	45793	48190	49902
3	47884	48018	50413	52130
4	48996	49133	51531	53241
5	50110	50243	52641	54355
6	51220	51359	53752	55467
7	52333	52470	54863	56577
8	53445	53582	55978	57691
9	54557	54697	57091	58804
10	55921	56064	58518	60274
11	57320	57466	59981	61781
12	58753	58903	61482	63326
13	59928	60081	62711	64592
14	60827	60982	63652	65561
15	61739	61897	64607	66545
16	62666	62825	65576	67543

1. Maintenance employees are permitted a 30 day grace period to obtain their CDL
2. CDL required employees will be reimbursed the CDL driver's license cost.

Garfield Heights City Schools  
CLASS G - TECHNOLOGY

Effective July 1, 2023

**Technology Positions**

Class 1G - Technology Assistants (210 Days)

Class 2G - Network Technician, Telecommunication Technician

Exp	1G	2G
0	16.22	41455
1	16.49	42699
2	16.81	43942
3	17.14	45186
4	17.52	46430
5	17.85	47673
6	18.22	48917
7	18.58	50160
8	18.94	51404
9	19.33	52648
10	19.81	53891
11	20.30	55135
12	20.82	56379
13	21.24	57208
14	21.55	57830
15	21.88	58451
16	22.21	59326

*Classified staff will be paid the regular hourly rate for all hours worked as assigned or by attendance at a Board approved workshop/professional development class for hours attended.*

Garfield Heights City Schools  
CLASS A - CLERKS AND SECRETARIES

Effective July 1, 2024

**Secretarial/Clerical Positions**

Class 1A - HS/MS Clerk

Class 2A - Elementary Office Assistant

Class 3A - Library Clerk, Aux. Service Clerk (185 Working Days)

Class 4A - Attendance Secretary (215 Working Days)

Class 5A - Associate &amp; Middle School Guidance Secretary (215 Working Days)

Class 6A - Elementary Secretary, High School Guidance Secretary, High School Athletic Secretary (215 Working Days)

Class 8A - Middle School Secretary (220 Working Days)

Class 8A-1 - High School Secretary, Transportation Supervisor Secretary (220 - 8 Hr./Days)

Exp	1A	2A	3A	4A	5A	6A	8A	8A1
0	13.52	15.70	16.15	27816	28092	30017	31635	37420
1	13.70	15.90	16.69	28765	29381	31216	32803	38818
2	13.98	16.10	17.33	29713	31956	33781	35514	42008
3	14.17	16.46	18.52	31722	33140	35005	36800	43530
4	14.47	16.82	19.19	32559	34313	36239	38098	45064
5	14.74	17.16	19.67	33562	35580	37439	39360	46557
6	15.12	17.68	20.25	34393	36896	38760	40748	48200
7	15.47	18.03	20.93	35459	38128	40073	42128	49831
8	15.93	18.56	21.54	36348	39478	41309	43429	51370
9	16.41	19.11	22.11	37296	40743	43748	45992	54403
10	16.74	19.50	22.54	37853	41352	44306	46579	55096
11	17.15	19.99	23.10	38800	42386	45413	47743	56473
12	17.58	20.49	23.68	39770	43445	46549	48936	57884
13	17.94	20.90	24.15	40565	44314	47480	49915	59043
14	18.20	21.21	24.52	41174	44979	48192	50665	59928
15	18.48	21.53	24.88	41791	45654	48915	51424	60827
16	18.75	21.85	25.26	42418	46339	49648	52195	61740

*Classified staff will be paid the regular hourly rate for all hours worked as assigned or by attendance at a Board approved workshop/professional development class for hours attended.*

Garfield Heights City Schools  
CLASS B - EDUCATIONAL SUPPORT STAFF

Effective July 1, 2024

**Educational Support Staff**

Class 1B - Building Assistant

Class 2B - Instructional Assistant

Class 3B - Special Education Attendant

Class 4B - Security

Exp	1B	2B	3B	4B
0	12.58	15.43	18.27	18.34
1	12.78	15.73	18.62	18.69
2	13.04	16.03	19.01	19.09
3	13.24	16.31	19.36	19.44
4	13.53	16.70	19.79	19.86
5	13.81	17.01	20.17	20.25
6	14.16	17.39	20.53	20.61
7	14.55	17.73	20.91	20.97
8	14.83	18.08	21.31	21.39
9	15.33	18.53	21.81	21.88
10	15.70	18.99	22.35	22.43
11	16.10	19.46	22.90	22.99
12	16.50	19.96	23.48	23.56
13	16.83	20.36	23.95	24.04
14	17.09	20.66	24.31	24.40
15	17.34	20.97	24.67	24.76
16	17.60	21.29	25.04	25.13

*Classified staff will be paid the regular hourly rate for all hours worked as assigned or by attendance at a Board approved workshop/professional development class for hours attended.*

Garfield Heights City Schools  
CLASS C - CAFETERIA POSITIONS

Effective July 1, 2024

**Cafeteria Positions**

Class 1C - General Cafeteria Staff

Class 2C - Food Preparation/Baker

Class 3C - Elementary Cafeteria Lead, Cook

Class 4C - Cafeteria Manager

EXP	1C	2C	3C	4C
0	12.83	13.30	14.14	17.25
1	13.17	13.64	14.56	17.64
2	13.55	14.04	14.92	18.02
3	13.95	14.46	15.30	18.35
4	14.26	14.80	15.66	18.74
5	14.60	15.17	16.02	19.12
6	15.01	15.51	16.40	19.82
7	15.37	15.88	16.78	20.18
8	15.71	16.24	17.13	20.53
9	16.20	16.74	18.01	21.08
10	16.61	17.15	18.46	21.61
11	17.02	17.57	18.93	22.15
12	17.45	18.02	19.40	22.71
13	17.80	18.38	19.79	23.17
14	18.06	18.65	20.10	23.52
15	18.33	18.94	20.39	23.87
16	18.61	19.22	20.70	24.23

*Classified staff will be paid the regular hourly rate for all hours worked as assigned or by attendance at a Board approved workshop/professional development class for hours attended.*

## Garfield Heights City Schools

Effective July 1, 2024

## CLASS D - CUSTODIAL STAFF

**Custodial Positions**

Class 1D - Housekeeping\*

Class 2D - Middle School Assistant Custodian

Class 3 D - High School Assistant Custodian

Class 4 D - Elementary Building Custodian

Class 5 D - Middle School Building Custodian

Class 6 D - High School Building Custodian

Custodian Night Differential = \$.34

\* A lead housekeeping position in each school building will receive a stipend of \$1.00/hour more in Class 1D schedule. This position will be determined yearly based upon evaluation, work history, and upon the recommendation of the Head Custodian to the Principal.

EXP	1D	2D	3D	4D	5D	6D
0	12.81	42667	44517	44658	47113	48870
1	13.14	43807	45659	45800	48250	50011
2	13.54	44946	46798	46938	49394	51149
3	14.28	47227	49082	49218	51674	53433
4	14.66	48367	50221	50362	52819	54572
5	15.03	49507	51363	51499	53957	55714
6	15.40	50649	52501	52643	55096	56854
7	15.76	51792	53641	53782	56234	57992
8	16.11	52930	54781	54922	57377	59133
9	16.61	54070	55922	56064	58518	60274
10	17.12	55151	57320	57466	59688	61480
11	17.55	56530	58753	58903	61181	63017
12	17.99	57943	60222	60375	62710	64592
13	18.35	59102	61426	61583	63964	65884
14	18.63	59989	62348	62507	64924	66872
15	18.91	60888	63283	63444	65898	67875
16	19.19	61802	64232	64396	66886	68894

Classified staff will be paid the regular hourly rate for all hours worked as assigned or by attendance at a Board approved workshop/professional development class for hours attended.

## Garfield Heights City Schools

Effective July 1, 2024

## CLASS E - TRANSPORTATION

**Transportation Positions**

Class 1E - Bus Aide

Class 2E - Delivery Driver

Class 3E - PT Vehicle Driver

Class 4E - Bus Driver (Full &amp; Part Time)

Class 5E - Bus Mechanic

Exp	1E	2E	3E	4E	5E
0	12.58	13.83	13.65	22.41	48870
1	12.78	14.02	14.06	22.41	50011
2	13.04	14.22	14.45	22.41	51148
3	13.24	14.59	15.17	22.41	53432
4	13.53	14.94	15.52	22.41	54570
5	13.81	15.21	15.87	22.41	55712
6	14.16	15.59	16.25	22.41	56852
7	14.55	16.05	16.73	22.41	57991
8	15.03	16.52	17.19	22.41	59132
9	15.46	17.03	17.70	23.82	60273
10	15.85	17.45	18.15	24.16	61780
11	16.25	17.89	18.61	24.36	63324
12	16.65	18.33	19.07	24.95	64908
13	16.98	18.70	19.45	25.44	66206
14	17.24	18.98	19.74	25.79	67199
15	17.49	19.26	20.04	26.17	68207
16	17.76	19.55	20.34	26.56	69230

1. CDL required employees will be reimbursed the CDL driver's license cost.
2. Classified staff will be paid the regular hourly rate for all hours worked as assigned or by attendance at a Board approved workshop/professional development class for hours attended.
3. Regular staff, if chosen, on an as needed basis and subject to the Board's discretion to work in any substitute maintenance jobs are subject to the supervisor's recommendation and assignment shall be paid \$10.00 per hour in lieu of the established substitute maintenance rate of pay.



Garfield Heights City Schools  
CLASS F - MAINTENANCE

Effective July 1, 2024

**Maintenance/Mechanic**

Class 1F - Maintenance Mechanic 3

Class 2F - Maintenance Mechanic 2

Class 3F - Maintenance Mechanic 1

Class 4F - Master Mechanic

EXP	1F	2F	3F	4F
0	44517	44658	47113	48870
1	45659	45801	48251	50012
2	46798	46938	49395	51149
3	49081	49218	51674	53433
4	50221	50362	52819	54572
5	51363	51499	53957	55714
6	52500	52643	55096	56854
7	53641	53782	56234	57992
8	54781	54922	57377	59134
9	55921	56064	58518	60274
10	57319	57466	59981	61781
11	58753	58903	61481	63326
12	60222	60375	63019	64909
13	61426	61583	64279	66207
14	62348	62507	65243	67200
15	63283	63444	66222	68208
16	64232	64396	67215	69231

1. Maintenance employees are permitted a 30 day grace period to obtain their CDL
2. CDL required employees will be reimbursed the CDL driver's license cost.

Garfield Heights City Schools  
CLASS G - TECHNOLOGY

Effective July 1, 2024

**Technology Positions**

Class 1G - Technology Assistants (210 Days)

Class 2G - Network Technician, Telecommunication Technician

Exp	1G	2G
0	16.63	42491
1	16.91	43766
2	17.23	45041
3	17.57	46315
4	17.96	47590
5	18.30	48865
6	18.67	50140
7	19.05	51414
8	19.41	52689
9	19.82	53964
10	20.30	55239
11	20.81	56513
12	21.34	57788
13	21.77	58638
14	22.09	59275
15	22.43	59913
16	22.76	60809

*Classified staff will be paid the regular hourly rate for all hours worked as assigned or by attendance at a Board approved workshop/professional development class for hours attended.*