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**AGREEMENT**

**BETWEEN THE**

**CUYAHOGA HEIGHTS BOARD OF EDUCATION**

**AND THE**

**CUYAHOGA HEIGHTS ASSOCIATION  
OF  
SUPPORT EMPLOYEES**

**JULY 1, 2021  
Through  
JUNE 30, 2024**

TABLE OF CONTENTS  
AGREEMENT  
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**\*See provision in Article XXXIV (A)**

<u>ARTICLE</u>	<u>PAGE</u>
ARTICLE I - RECOGNITION .....	4
ARTICLE II - BOARD OF EDUCATION RIGHTS.....	4
ARTICLE III - RIGHTS OF THE ASSOCIATION .....	4
ARTICLE IV – CHASE MEMBERSHIP/UNION DUES .....	6
ARTICLE V - CONTRACTS .....	6
ARTICLE VI - NO STRIKE CLAUSE.....	6
ARTICLE VII –TRANSPORTATION COMMITTEE .....	7
ARTICLE VIII - NEGOTIATIONS PROCEDURES .....	7
ARTICLE IX - GRIEVANCE PROCEDURE .....	8
ARTICLE X - PERSONNEL RECORDS.....	10
ARTICLE XI - EVALUATIONS.....	11
ARTICLE XII - JOB POSTING.....	12
ARTICLE XIII - CLEANING STAFF.....	12
ARTICLE XIV - LAY-OFF .....	13
ARTICLE XV - TRANSPORTATION EMPLOYEES .....	15
ARTICLE XVI - PROFESSIONAL DRESS .....	20
ARTICLE XVII - HOURS .....	22
ARTICLE XVIII – WELLNESS PROGRAM .....	23
ARTICLE XIX - CHRONIC COMMUNICABLE DISEASES INCLUDING HUMAN IMMUNODEFICIENCY VIRUS (HIV) INFECTION.....	23
ARTICLE XX - LEAVES AND ABSENCES .....	25
ARTICLE XXI - PERSONAL LEAVE.....	31
ARTICLE XXII - VACATION AND HOLIDAYS .....	32

<b>ARTICLE XXIII - HOLIDAY PAY.....</b>	<b>36</b>
<b>ARTICLE XXIV - CALAMITY DAY .....</b>	<b>36</b>
<b>ARTICLE XXV - OVERTIME PAY/COMPENSATORY TIME.....</b>	<b>36</b>
<b>ARTICLE XXVI - INSERVICE TRAINING/TUITION ASSISTANCE PROGRAM.....</b>	<b>37</b>
<b>ARTICLE XXVII - PAYROLL .....</b>	<b>39</b>
<b>ARTICLE XXVIII - SERS SALARY/WAGE REPORTING .....</b>	<b>41</b>
<b>ARTICLE XXIX - RETIREMENT OF EMPLOYEES .....</b>	<b>43</b>
<b>ARTICLE XXX - FRINGE BENEFITS .....</b>	<b>44</b>
<b>ARTICLE XXXI - ATHLETIC/STUDENT ACTIVITY SUPPLEMENTALS.....</b>	<b>47</b>
<b>ARTICLE XXXII - FAMILY AND MEDICAL LEAVE ACT (FMLA) .....</b>	<b>47</b>
<b>ARTICLE XXXIII - SALARY/WAGE SCHEDULES .....</b>	<b>53</b>
<b>ARTICLE XXXIV - DURATION &amp; AGREEMENT PROVISIONS .....</b>	<b>69</b>
<b>APPENDIX .....</b>	<b>70</b>
<b>GRIEVANCE FORM .....</b>	<b>70</b>
<b>REQUEST FOR PERSONAL LEAVE .....</b>	<b>71</b>
<b>TUITION ASSISTANCE PROGRAM .....</b>	<b>72</b>
<b>Request for Workshop/Seminar Classes .....</b>	<b>73</b>
<b>APPLICATION FOR USE OF SICK LEAVE.....</b>	<b>74</b>
<b>Association Leave Request Form.....</b>	<b>75</b>
<b>Supplemental Contract Completion Form.....</b>	<b>76</b>
<b>HEALTH CARE PROVIDER’S CERTIFICATION FOR EMPLOYEE’S SERIOUS HEALTH CONDITION .....</b>	<b>77</b>
<b>H HEALTH CARE PROVIDER’S CERTIFICATION FOR SERIOUS HEALTH CONDITION OF EMPLOYEE’S SPOUSE, CHILD, OR PARENT .....</b>	<b>78</b>
<b>HEALTH CARE PROVIDER’S CERTIFICATION FOR EMPLOYEE REQUEST FOR INTERMITTENT LEAVE OR REDUCED-WORK SCHEDULE .....</b>	<b>79</b>
<b>HEALTH CARE PROVIDER’S CERTIFICATION FOR RETURN TO WORK .....</b>	<b>80</b>
<b>Worksheet for Special One-time Severance Payment.....</b>	<b>82</b>
<b>Schedule of Benefits.....</b>	<b>86</b>

<b>Delta Dental of Ohio.....</b>	<b>91</b>
<b>QUALITY VISION CARE YOU NEED. ....</b>	<b>92</b>
<b>YOUR VSP VISION BENEFITS SUMMARY.....</b>	<b>93</b>

## **ARTICLE I - RECOGNITION**

The Board of Education, hereinafter "Board" of the Cuyahoga Heights Local School District recognizes the Cuyahoga Heights Association of Support Employees, affiliated with the Ohio Education Association and the National Education Association, hereinafter "CHASE," as the sole and exclusive bargaining representative for full-time and permanent part-time employees of the Cuyahoga Heights Local School District in the following classifications: Tradesmen/Custodians; Mechanics; Bus Drivers/Special Education; Cleaning Staff; Cafeteria Staff; Teacher Assistants/Library Assistants; High School Monitors/Middle School Monitors/Early Childhood Monitors/Swimming Pool Managers/Security Monitors/Bus Monitors/Elementary Monitors; 9-1/2, 10, 10-1/2, 12-month Secretaries, and Bus Washers. Excluded from the bargaining unit shall be the Superintendent's Secretaries, Head Custodial Supervisor, Assistant Custodial Supervisor, Cafeteria Supervisors, Treasurer's Office Staff, and all other employees of the Cuyahoga Heights Local School District who are excluded under Chapter 4117 of the Ohio Revised Code.

## **ARTICLE II - BOARD OF EDUCATION RIGHTS**

The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, including but without limiting the generality of the foregoing all of the rights identified in R.C. 4117.08, unless specifically agreed to otherwise in this Agreement.

The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this contract and Ohio Statutes.

## **ARTICLE III - RIGHTS OF THE ASSOCIATION**

The following are those rights which may be exercised by CHASE:

A. Access

A CHASE representative will have access, at reasonable times and without interruption of the regular work operations, to areas in which employees work where necessary for the purpose of administering this Agreement. The representative must first report to the office of the respective building principal or coordinator.

B. Means of Communication

CHASE may have reasonable use of Board bulletin boards, mail boxes, mail and email system for posting or transmission of notices concerning CHASE matters. Such use will be subject to reasonable control and may not contain any political or controversial materials.

C. Use of Building

CHASE 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 (use of proper request form) of the building principal or the Superintendent.

D. Seniority List

CHASE will be furnished with a seniority roster of all bargaining unit employees, showing job classification, upon execution of this Agreement and thereafter not later than September 15th of each year.

E. CHASE Delegates

Two CHASE delegates will be released from work to attend the OEA's fall and spring conferences for a combined maximum total of four (4) days, upon thirty (30) days' advance notice, with pay and benefits continued.

Upon thirty (30) days advance notice to the Superintendent, CHASE shall have an additional six (6) Association days with pay per year to be used for workshops and seminars. CHASE shall choose which members shall use these days. No more than three (3) CHASE members shall be absent on any given day to attend these meetings, provided the employees are not in the same department.

F. Miscellaneous

1. Prior to each Board meeting, the CHASE President shall be provided a copy of the agenda.
2. Whenever CHASE plans to present matters for discussion at a Board meeting, the CHASE President shall briefly review the matter(s) with the Superintendent in advance of the Board meeting.
3. A current Board Policy Book shall be made available to the CHASE President. If the Board policies are changed in anyway the changes shall be given to the CHASE President within one week after receipt from NEOLA. The Superintendent shall provide the Board approved draft of the proposal change to the CHASE President within one (1) week of the board meeting.

G. Tuition-Free Attendance

Children of CHASE members can attend the Cuyahoga Heights Schools tuition free for the duration of the time said CHASE member is employed by the Cuyahoga Heights Schools. Children will be defined as natural offspring, adopted child or a child under the legal guardianship of the CHASE member.

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## **ARTICLE IV – CHASE MEMBERSHIP/UNION DUES**

- A. CHASE recognizes its obligation to fairly and equitably represent all classified employees whether or not they are members of CHASE. CHASE shall also transmit to the Board's Treasurer by October 10 the names of the employees who have elected not to join CHASE as well as those employees who are CHASE members. The list shall include the amount of dues for each CHASE member beginning with the first paycheck in February and continuing in equal installments on the first and second pay of each month through August (14 pays). CHASE dues shall be deducted in substantially equal payments for the remainder of the paychecks for that school year.
- B. The Board's Treasurer shall inform CHASE when there is a newly-hired classified employee after the school year begins within five (5) calendar days of that employee being hired. Payroll deductions, in substantially equal amounts, shall commence on the first pay date after the later of sixty (60) days of employment or the first paycheck in February, for those employees choosing to become members of CHASE.

### **C. Fair Share Fee**

If Federal law no longer applies to Fair Share, the parties agree to engage in interim bargaining to the extent permitted by this Agreement and applicable laws, including the reinstatement of "Fair Share Fees" if permitted by law.

## **ARTICLE V - CONTRACTS**

- A. Newly hired, regular employees (including regular hourly rate and per diem employees) shall be employed by written contract for a period of not more than one (1) year (O.R.C. 3319.081).
- B. After termination of the initial contract, the subsequent contract (if the employee is retained) shall be for two (2) years. Upon completion of the two-year contract (if the employee is re-employed) he/she shall be given a continuing contract and the salary/wages in the contract may be increased but not reduced, unless the reduction is part of a uniform plan affecting all employees of the district (O.R.C. 3319.081).
- C. Contracts shall be awarded to employees only by the Board upon the recommendation of the Superintendent. The contracts shall clearly specify the annual salary or hourly rate of the employee.
- D. Job descriptions shall be given to all new employees and current employees whose job description changes as a result of a change in job classification or Board action to amend the job description. Criteria for moving from Custodian III to Tradesman II to Tradesman I is given on the pay scales.

## **ARTICLE VI - NO STRIKE CLAUSE**

For the duration of this Agreement, neither CHASE, its agents, nor the non-teaching employees represented by CHASE shall engage in, assist in, sanction, or approve any strikes, slow-downs, withholding of services, or any other concerted effort or conduct which interferes with, impedes, or impairs the normal operation of the schools.

During the duration of this Agreement, the employer agrees not to lockout members of the bargaining unit so as to prevent them from performing their services to the Board.

## **ARTICLE VII –TRANSPORTATION COMMITTEE**

The District and CHASE agree to create a Transportation Committee. The purpose of this Committee is to keep communications open between the District and classified employees and to address efficiency and other relevant issues in the Transportation Department. Meetings are to be held at mutually agreeable times. Each side can name up to three (3) representatives to this committee. The committee shall meet at least once every quarter. The association president and the transportation supervisor shall meet in September to set the four dates for the year.

## **ARTICLE VIII - NEGOTIATIONS PROCEDURES**

### **A. Timelines**

If either party desires to open negotiations for a successor Agreement, it shall notify the other party in writing between January 1 and March 1 of the year in which the contract expires. Written notice from CHASE shall be served on the Superintendent; written notice from the Board shall be served on the President of CHASE. The party giving notice shall also serve a copy of the written notice, together with a copy of this Agreement, on the State Employment Relations Board (SERB). Negotiations shall begin no later than the first Monday in April in the year in which the Agreement expires.

### **B. Submission of Proposals**

All issues for negotiations shall be submitted in writing by CHASE and the Board at the initial negotiations meeting. Once the initial proposals have been submitted, no additional proposals can be submitted without agreement from both parties.

### **C. Negotiations Teams**

1. All negotiations will be conducted by teams designated by the Board and by CHASE. Negotiation teams will be limited to a maximum of seven (7) members, but neither party shall have control over the selection of the other party's negotiation teams. Each team will designate a spokesperson.
2. Teams shall be composed of seven (7) members which may include a labor relations consultant. Six (6) members shall be designated as permanent. Two (2) alternates may serve in the absence of a permanent member(s).
3. Consultants may be used, in advisory capacity, with prior mutual approval of the teams. The expense of such consultants shall be borne by the party requesting their presence.

### **D. Meetings**

1. Meetings shall be scheduled at reasonable intervals and at mutually convenient places and times. No sessions shall be held during regular work hours, unless approved by the Superintendent. These sessions will be closed to the press and the public.
2. Either party may call caucuses, during negotiations, for a period of up to thirty (30) minutes. An extenuation to this time can be granted through mutual agreement.

### **E. Agreement**

1. During the course of negotiations, items agreed to shall be reduced to writing and initialed



by representatives of each negotiating team. It is understood that such initialing signifies a tentative agreement subject always to ratification by both parties.

2. When tentative agreement is reached on all issues, the tentative agreement shall be reduced to writing and promptly submitted for ratification by CHASE. If CHASE ratifies the tentative agreement, the same shall, within forty-eight (48) hours, be submitted to the Board for ratification. Upon ratification of the Agreement by the Board, the Agreement shall be properly signed and dated on behalf of the parties. A copy shall be served upon SERB by the employer.

F. Impasse

1. If agreement is not reached within sixty (60) days before the expiration of the current Agreement, either party may declare the unresolved issues to be at impasse. If either party declares impasse, the parties shall jointly contact the Federal Mediation and Conciliation Service (FMCS) for assistance in resolution of the disagreement.
2. Such meetings as called by the FMCS shall be attended by both parties.
3. Costs, if any, incurred in securing and utilizing the services of the FMCS shall be shared equally by the Board and CHASE.
4. This negotiations procedure, including the dispute resolution procedure set forth immediately above, supersedes and takes precedence over any inconsistency or alternative procedures set forth in Section 4117.14 of the Ohio Revised Code. The use of mediation, as set forth above, constitutes the parties' mutually agreed upon and exclusive dispute resolution procedure. All other provisions of Chapter 4117 of the Ohio Revised Code apply unless specifically agreed in writing in this collective bargaining agreement.

G. Adjustments

Adjustments to the above deadlines may be made upon mutual agreement of the parties.

H. Publication Costs

Costs of printing copies of this Agreement shall be shared equally by the Board and CHASE.

## **ARTICLE IX - GRIEVANCE PROCEDURE**

A. Definition

1. A "grievance" is an alleged violation, misinterpretation, or misapplication of the terms of this Agreement.
2. A "grievant" shall mean an employee, group of employees, or CHASE.
3. "Days" shall mean contract work days.

B. Procedure

1. The purpose of this procedure is to secure, at the lowest possible administrative level, resolution of filed grievances which may arise. Details of grievance proceedings shall be kept confidential by both parties.
2. The grievant(s) shall sign the grievance form (see Appendix A) and shall be present at each step of the grievance procedure.
3. At any step after a written grievance is filed, the grievant in his/her sole discretion may be accompanied by a CHASE representative of his/her choice. CHASE shall be informed that a grievance has been filed and may have one (1) representative as an observer beginning at Step 2 of the Grievance Procedure unless requested by the grievant to be his/her representative.

C. Step One

Within fifteen (15) contract work days of the act or conditions on which the grievance is based, the grievant shall orally present the grievance to the immediate supervisor. Within three (3) days after presentation of the grievance, the immediate supervisor shall orally answer the grievance.

D. Step Two

1. Within three (3) days of the oral answer, if the grievance is not resolved, it shall be stated in writing, signed by the grievant and submitted to the immediate supervisor.
2. The written grievance shall: (1) Name the employee; (2) State all the facts giving rise to the grievance; (3) Identify the specific Agreement section/s alleged to be violated or misinterpreted; (4) State the contention of the grievant with respect to the grievance; and (5) Indicate the specific relief requested. See the Grievance Form (Appendix A).
3. Within three (3) days after receiving the written grievance, the immediate supervisor shall hold a meeting with the grievant.
4. Within three (3) days after the meeting, the immediate supervisor shall communicate his or her answer in writing to the grievant. The written answer shall specify the reason for the immediate supervisor's disposition and specify any relief offered.

E. Step Three

1. Within five (5) days after receiving the decision of the immediate supervisor, an appeal from the decision may be made to the Superintendent by the grievant.
2. The Superintendent, or his/her designated representative, shall hold a meeting with the grievant within five (5) days after receiving the written grievance.
3. The Superintendent, or his/her designated representative, shall give the grievant an answer in writing not later than five (5) days after the meeting.

F. Step Four

1. If the disposition provided by the Superintendent at Step 3 is not satisfactory to the grievant, and with the concurrence of CHASE, the Association may advance the grievance to arbitration.
2. The grievance shall advance to arbitration by the filing of the AAA demand for arbitration.
3. Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the AAA.

4. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to each party. The decision of the arbitrator shall be binding on the Board, CHASE, and the grievant.
5. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this Agreement, nor add to, detract from, or modify the language therein in arriving at his decision concerning any issue presented that is proper within the limitations expressed here. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching his/her decision.
6. The grievant(s), CHASE president, CHASE PR & R committee chairperson, and any witnesses who are employees of the Cuyahoga Heights Local School District and who are subpoenaed by an arbitrator shall be permitted to participate in or be present at the arbitration hearing with no loss of salary nor shall the time be applied toward any leave.
7. The arbitrator shall in no way interfere with management prerogatives involving the Board's discretion, nor limit or interfere in any way with the powers, duties, and responsibilities of the Board under its policies, provided this does not conflict with or diminish the terms of the Agreement. Applicable law and rules and regulations having the force and effect of law shall apply.
8. The costs of arbitration shall be paid by the losing party. Each party, however, shall pay its own AAA filing fees.

G. General Regulations

1. Since it is desirable that any conflicts be processed as expeditiously as possible, the number of days stipulated shall be considered maximums. Failure of the grievant to meet the deadline constitutes a waiver of the right to continue the grievance at the next step. Failure of an administrator/supervisor to respond according to the deadlines constitutes an automatic advancement of the grievance to the next step. Time limits specified in the procedure may be changed by mutual agreement between the grievant and the appropriate administrator/supervisor hearing the grievance. In the event of an absence of a grievant or appropriate administrator/supervisor, time limits shall be suspended for the duration of such absence, or a maximum of ten (10) additional days unless mutually agreed upon by the parties.
2. No employee may use the grievance procedure to appeal an evaluation, discharge, or decision regarding hiring, promotion, non-renewal, termination, or suspension of an employee's contract. Termination or suspension shall be pursuant to the Ohio Revised Code.

## **ARTICLE X - PERSONNEL RECORDS**

The Superintendent shall develop and implement a comprehensive and efficient system of personnel records, under the following guidelines:

- A. A personnel folder for each employee shall be accurately maintained in the Superintendent's office. This shall be the only personnel file. The Treasurer's office may maintain a file relative to compensation and payroll deductions.
- B. In addition to the application for employment and references, such folders shall contain records and information relative to compensation, payroll deductions, evaluations, job-related material necessary for the proper function of the school district, and such other information as may be

required by the Ohio Department of Education.

- C. The Superintendent and designees shall take the necessary steps to safeguard unauthorized use of all confidential material.
- D. Each employee or the employee's designee shall have the right, upon request, to review the contents of his/her own personnel file, with the exception of employment and promotional references and recommendations provided to the district on a confidential basis. Such request shall be made to the Superintendent or his designee and scheduled for a time convenient for the parties involved, but this must occur within two (2) working days of the request.
- E. The employee shall be notified and receive a copy of any information being placed in his/her personnel file other than those items that are considered routine in the operation of the district offices. Any evaluative or job-related material placed in the personnel file relating to an employee's job performance shall either be signed by the employee and/or a copy provided to the employee.
- F. Upon request and proper notification, the employee may copy any information placed in the file except employment references.
- G. Personnel information, either collectively or individually, shall be furnished to anyone under applicable Ohio law. If the records of three (3) or more employees are demanded in one request, the CHASE President shall be notified by phone or email and each employee within three (3) calendar days.
- H. Except as herein provided, disclosure of information in an employee's personnel file may be made upon written request from the employee. Such written request shall be retained in the personnel folder and shall contain the date of request, the identity of information to be disclosed, and the identity of the recipient.
- I. No materials shall be placed in an employee's file that came from an anonymous source.
- J. All materials placed in an employee's file shall be dated.

## **ARTICLE XI - EVALUATIONS**

- A. The procedures in this Article are designed to recognize the employee's strengths, to encourage improvement, to stimulate growth and to assist in employment status and promotion.
- B. Employees shall be evaluated each year during their first seven (7) years of employment, thereafter the employee shall be evaluated once every two (2) years unless annual evaluations are deemed appropriate for individual employees.
- C. Evaluations shall be conducted by the employee's designated immediate supervisor. Said supervisor shall not be a member of the CHASE bargaining unit.
- D. No evaluation shall be made based upon hearsay statements but only upon direct observation or knowledge of the evaluator. Observations by CHS administration may be included in the evaluation.
- E. Any negative evaluation shall include recommendations for improvements and provisions for assisting the employee in implementing any recommendations made. The employee shall have the right to respond in writing to any derogatory evaluation and said written response shall be attached to the evaluation and made part of the employee's personnel file, if submitted within thirty (30) work days of the employee's receipt of the evaluation.
- F. The employee shall be given a copy of his/her evaluation.

- G. The employee shall be notified no less than forty-eight (48) hours in advance of the scheduled evaluation conference.
- H. The signature of the employee on the Evaluation Form does not signify agreement or disagreement, but only that the employee has discussed the evaluation with the supervisor.
- I. Evaluation Form to be developed in consultation between the Board and CHASE President.

## **ARTICLE XII - JOB POSTING**

- A. Should any bargaining unit position become vacant or should any new position become available, the vacancy shall be posted within ten (10) working days after the vacancy occurs. Said vacancy(s) shall be posted for a period of five (5) working days before applications are due. Vacancies occurring during the summer shall be digitally disseminated via the District's electronic notification system for the job posting within two (2) weeks of the vacancy. All vacancies will always be posted in the respective school offices, Superintendent's office, and the Treasurer's office. A vacancy occurs when the Board decides to fill an existing vacancy or creates an additional or new position and posts said position.
- B. CHASE President shall receive copies of all postings on the same date that said positions are posted.
- C. The posting will include: classification of position, the rate of pay, hours (when identifiable), qualifications, and the deadline for filing an application.
- D. Interested employees who meet the qualifications may make written application for the vacant position to the office of the Superintendent/designee's. Interviews will be given to internal employees who meet the qualifications. Consideration will be afforded to employees who meet the qualifications prior to outside applicants. The Board reserves the right to make the determination of employment.

## **ARTICLE XIII - CLEANING STAFF**

- A. When cleaning personnel are requested to work hours beyond their assigned hours, said hours shall be rotated by seniority
- B. The contracts for cleaning personnel shall reflect the assigned hours as well as the employees' wages and health care benefits. Any changes in said employees' assigned hours shall be reflected in an amended contract, to include wages and health care benefits.

## ARTICLE XIV - LAY-OFF

### A. Reduction in Force

1. In the event a reduction of personnel becomes necessary, this procedure shall govern. The CHASE President will receive fifteen (15) days notification prior to reduction of force of such personnel.
2. In the event that it is necessary for a reduction in the work force, an attempt will be made to keep lay-offs to a minimum by not replacing employees who resign, retire or die. If a lay-off is to occur, the lay-off will occur within the job classifications in the bargaining unit by reverse order of seniority among the job classifications as found in section B5.

### B. Seniority

1. Seniority shall be defined as the length of continuous employment with the Board as computed from the employee's most recent date of hire. Work as a substitute employee prior to being a regular employee, or while on approved leaves, shall not be counted toward computation of seniority. If there is a tie and both employees started employment on the same date, seniority shall be determined:
  - a. by the date the Board approved the employment; then
  - b. by the date of the application; then
  - c. by the flip of a coin
2. Approved leave(s) of absence or lay-off shall not be considered a break in employment.
3. Within the classification(s) affected by any layoff, regular full-time employees will have retention rights over regular part-time employees who shall have retention rights over any non-regular employees.
4. For the purpose of lay-off, seniority shall apply within each classification, unless a special need or ability exists.
5. Classifications shall be defined as follows:
  - a. Tradesmen/Custodians
  - b. Mechanic
  - c.
    - 1) Bus Drivers
    - 2) Special Education Bus Drivers
    - 3) Bus Washer
  - d. Cleaning Staff
  - e. Cafeteria Staff
  - f. Assistants:
    - 1) Teacher Assistants
    - 2) Monitors
  - g. Secretaries:
    - 1) 260 days
    - 2) 226 days
    - 3) 214 days

h. Pool Managers

C. Bumping

1. A laid-off employee has the right to displace the employee with the least seniority within his/her classification series provided the laid-off employee has the job skills for performing the available work.
2. Any displaced employee has the right to bump the least senior employee who works substantially the same or less hours within the same classification or within the same classification series.
3. If an employee is laid off from a classification, he/she has the right to bump back into his/her last previous classification if there is a less senior person in that classification. Seniority is defined above in subsection (B). He/she shall not lose his/her number of years of continuous service, but would return to that classification pay schedule and benefit level. Placement will be determined by the employee's continuous service in the district.

D. Recall List

1. An employee's name shall remain on a recall list for a period of two (2) years. For purposes of the Article, the order of recall shall be based on seniority within a classification as defined in Section B above.
2. Notice of recall shall be sent by certified mail to the last known address provided by the employee to the Treasurer. Employees are responsible for keeping the Board Treasurer informed of changes in address.
3. An employee shall remain eligible for recall unless:
  - a. The time limit for the right of recall has expired;
  - b. The employee resigns;
  - c. The employee accepts or declines recall to a position;
  - d. The employee fails to respond to recall within ten (10) calendar days of receipt or attempt of delivery to the employee's last known address as set forth above.
  - e. The employee fails to return to work within fourteen (14) calendar days from the date notified.

## ARTICLE XV - TRANSPORTATION EMPLOYEES

### A. Glossary of Terms Applicable to Transportation

1. Regular Route: Any route driven during the day transporting students to their academic, vocational, or special education program.
2. Regular Route Driver: One who drives a school bus or school van to transport the students in the above listed programs. All drivers in this category shall have a CDL (Class A or B) with S and P endorsements. This category of driver includes special education driver(s).
3. Special Education Van Driver: This is a substitute driver, who is not a member of the Union, and who exclusively drives a school van during the day transporting students to their special education program. This category of driver has van driver certification and does not have a CDL (Class A or B) and/or lacks S and P endorsements.
4. Bus Washer: An employee who is given a supplemental contract to perform bus-washing duties as requested by the Superintendent or designee.
5. Noon Run: A supplemental contract that may be re-posted on an annual basis.
6. Activity Run: A supplemental contract that may be posted on an annual basis
7. Extra Bus Runs: Any co-curricular or extra-curricular trips posted on the Trip Sheet(s). If a driver is unable to drive the extra bus run, said driver will find own substitute driver using the Single Rotation List.
8. In-Service Training Rate: Paid for attendance at any required driver meeting and/or clerical work requested or assigned by the Superintendent or designee.
9. Transportation Coordinator: Two positions exist: the AM Coordinator works from 5:00 a.m. to 1:30 p.m., including a one-half hour unpaid lunch (eight hour work day); the PM Coordinator works from 1:30 to 5:30 p.m. on days when late buses are transporting students home.
10. Single Rotation List: A list established at the start of the fiscal year beginning with the most senior driver through the least senior driver that operates on a continuous rotation through the end of the fiscal year, and determines which driver will have the next opportunity to choose an extra bus run from those currently posted. If no driver has chosen any given trip after the rotation list has gone around completely one time, the Superintendent or designee shall assign the trip to a driver. Those available for such an assignment shall include all regular route drivers, custodians and mechanic.
11. Professional Driver: Shall always give first priority to driving, and shall not allow supplemental duties, such as ticket taking or fitness center, to interfere with driving responsibilities. Said driver shall give first priority to the regularly assigned route and will not vacate the Regular Route to take an Extra Bus Run.
12. Trip Sheet(s): A list of all available and known extra bus runs as of the day and time of posting. The only additions to this list are the ones received from the Principals or Co-Curricular Director after the trip sheet has been posted.
13. Short Trips: Extra bus runs of one hour or less. Examples include pick up at CVCC or drop off at Independence H.S. These runs shall not be posted on the trip sheets, and shall be assigned by the Superintendent or designee without using the single rotation list.
14. Board Approved Routes: Superintendent or designee shall determine each driver's route, including all designated pick up and drop off locations. These routes become the official Board Approved Routes. Drivers shall follow their routes exactly as approved. The only exception is a



declared emergency as determined by the Superintendent or designee.

B. Driving Assignments, Opportunities, Responsibilities and Guarantees

1. Route Assignment

- a. In August, prior to the opening of school, the Superintendent or designee will assign bus routes to regular route bus drivers considering date of hire, performance based on driving record, attendance and bus management demeanor.
- b. During the school year, the Superintendent or designee may adjust routes, assignments, stops, destinations and itineraries as needed to reflect changes from anticipated student loads and adjustments for safety, road conditions, and the educational program.
- c. When a regular route driver for the noon and late runs is absent, a seniority rotation of all drivers will be followed to cover the driver's route on a daily basis. The names shall be visibly posted in the transportation department showing the rotation of assignments; each driver shall be responsible to personally sign the list every time it is posted and shall record the date and time.
- d. Noon runs and activity runs shall be posted, applied for, and awarded considering date of hire, performance based on driving record, attendance and bus management and demeanor.

2. Bus Warm-Up/Clean-Up/Inspection

- a. Each bus driver shall receive twenty (20) minutes per day for warm-up, clean-up, and inspection of his or her assigned vehicle.
- b. An employee assigned to wash buses during the year shall be compensated at the rate as listed on the bus washer wage schedule for up to fifteen (15) hours per week, or more if needed, on an "as needed" basis in addition to his/her regular pay.
- c. At the conclusion of the school year, summer help will be offered the opportunity to clean buses first. If more help is needed, this opportunity to clean buses will then be offered to the regular bus drivers. A maximum of three (3) hours at the bus driver field trip rate will be provided to clean the entire bus.

3. Extra Bus Runs

- a. The Superintendent or designee will establish a single rotation list for all CDL drivers (except custodians and mechanics) for additional bus runs. The single rotation list will begin with the most senior driver and continue through the least senior driver. The rotation is set back to the beginning of the list July 1 of each year. All Extra Bus runs shall be posted for the week ahead by 8:45 a.m. on Tuesday. On Wednesday there will be a sign up between 8:45 a.m. and 9:00 a.m. Drivers shall indicate their choice after the list is posted. Choice shall be indicated either by signing or by proxy given to another driver or the AM Coordinator. This policy remains unless, by a majority vote of all the drivers who are on the list, it is decided to change the sign-up to a different time. This sign-up time period shall not be paid time.
  1. Single Rotation List: (This list shall only be driven by regular route drivers providing the extra trip does not interfere with regular assigned runs. Custodians shall not be included.)

2. 2:15 Trip List: Monday thru Friday, after 2:15 p.m. (This list shall include custodians, special education, and substitute drivers. If Cuyahoga Heights Schools are open and the special education schools are closed due to vacation, the special education drivers shall have preference over the custodians for field trips.
- b. When an extra bus run has been cancelled on the day of the trip without prior notice, that driver will be given two (2) hours' pay and the next available field trip. Alternative assignments may be made within the scope of an employee's responsibilities.
- c. When an extra bus run has been cancelled with notice (24 hours prior to departure time), that driver will receive the next trip available.
- d. Drivers will use the bus assigned by the Superintendent or designee on extra bus runs. Upon return to the garage, drivers are responsible for the interior cleanliness of the bus they were assigned to drive.
- e. Extra bus runs outside of the District will only be driven by Board approved CDL regular route drivers, custodians, and mechanics. Student activities utilizing a van which involves transportation of students shall be administratively assigned with consideration given to applicable laws and regulations governing vehicle capacities. Any trip defined in this paragraph that encompasses transporting seven (7) students or less, per event, may be driven by a person assigned by the Superintendent or his designee in consideration to applicable state laws regarding student transportation.
- f. When a custodian, mechanic or bus driver has to substitute for a regularly scheduled route because a driver cannot be found, he/she will be paid at his/her regular rate.
- g. Short Trips  
Short trips (example: pick up at CVCC or drop off at Independence) shall be rotated among the drivers who are quickly available for such assignments and shall be otherwise treated as an extra bus run.
- h. Field Trip Requests over Holiday Recess  
As soon as the trip request sheet for one week is completed, the trip request sheet that is to be posted on the Tuesday of the holiday recess shall be posted.
- i. Field Trips over Summer Vacation  
Trips during summer vacation will continue according to the single rotation list.
- j. Regular Routes and Field Trips  
When there is an overlap of regular routes and field trips and substitute personnel are not available to take the scheduled extra-curricular trip/field trip, the AM Coordinator in consultation with administration may have the right to assign regular route drivers to the scheduled extra-curricular trip/field trip. In this circumstance the drivers will be compensated the regular route rate instead of the extra field trip rate for the hours the driver would have been performing their regular daily route. Drivers will be required to perform their regular bus run prior to expecting any extra field trip.
- k. In case of emergency or unforeseeable circumstances, the district will make every

effort to use CHASE bus drivers in terms of school evacuation for emergency and safety reasons. In the event that CHASE bus drivers cannot be reached or utilized, other personnel, with proper credentials, may be used for evacuation purposes.

- I. Once a driver has completed delivery of students to an event, the driver is expected to be available and to be at the site where the students were delivered and the bus is parked.

4. Use of Substitute Drivers

In the event that regular, special education, and custodial bus drivers are not available for assignment, the Board has not limited its rights to assign bus coordinators or substitute drivers as needed for special or regular trips.

5. Required Physicals

All CDL Drivers must pass an appropriate and thorough physical examination by a BOE approved physician before employment for the next school year. Required physicals shall be paid by the Board.

6. Compliance with ORC and ODE Regulations

If there are documented just cause reasons to be concerned about the driving performance of a driver, the district may require the driver to be retested. This documentation shall be substantiated by the transportation supervisor. The Board of Education shall provide a retraining session to said driver before this evaluation occurs. Any driver not passing said evaluation shall be retested and shall be given an opportunity for work pending the recertification. Any retesting shall be done in accordance with the Ohio Department of Education and Ohio Revised Code guidelines.

7. Required In-service Meetings/Drug Testing

- a. All drivers are required to attend an annual safety workshop. They shall be compensated for workshop hours at the first step of the regular bus driver's salary schedule paid thru payroll.
- b. All drivers are required to attend the orientation meeting, prior to the start of school, and other meetings as determined by the Superintendent or designee. They shall be paid at the driver's hourly rate paid thru payroll.
- c. Time for drug testing will be reimbursable for actual time spent not to exceed two (2) hours paid at the employee's regular hourly rate.

8. Clerical Work

Bus drivers and special education drivers shall be paid a total of three (3) hours' time at the driver's hourly rate each school year for the clerical work he/she performs outside of regular work hours (compiling student names and addresses, determining pick-ups and drop-offs, etc.). Such pay shall be paid in the pay period following the driver's successful completion of such duties for the current school year.

9. Summer Bus Runs for Special Education

The July 4th holiday will be a paid holiday, if the employee was on a paid status the work day before and immediately after the holiday.

10. Special Education Drivers - Report Pay

- a. If a special education bus driver reports to work to find his/her runs cancelled for that day, the driver will receive three (3) hours of pay, at his or her hourly rate.

- b. A special education bus driver will be guaranteed three (3) hours of his/her hourly rate if, on a specific day, the route is reduced.
- c. In the above instances, alternative assignments may be made within the scope of a driver's job responsibilities.
- d. On a calamity day for Cuyahoga Heights Schools, the drivers are paid their regular run rate whether they drive it or not.

11. Bus Driver Contracts

- a. The contracts for bus drivers shall reflect the employee's hourly rate/salary.
- b. Health care benefits for bus drivers will be prorated each month for the assigned hours as outlined in the Fringe Benefits Article.
- c. Bus drivers under contract for the 1996-1997 school year at four (4) hours or five and one-half hours (5-1/2) or eight (8) hours will be contracted for the same number of hours in the future.

12. Transportation Coordinator Contracts

- a. The contracts for transportation coordinators are to be awarded as per the Contracts Article, however, they are not to be regarded as either hourly or salary. Instead, their contracts shall reflect a lump sum payment to be amortized and paid in the same frequency as bus drivers.
- b. The time transportation coordinators work will count towards health care benefits or overtime.
- c. The hours for transportation coordinators are necessarily flexible with these employees being "on call," and they may be called upon to drive a bus during the time of performing bus coordinator duties. The Board may establish a morning and an afternoon position with the morning position requiring more time and receiving more compensation.

13. Reporting for Duty

- a. If a driver knows he/she will not report for duty for his/her morning run, he/she must report his/her situation to the district by 5:00 a.m. or as soon as possible if an emergency occurs.
- b. If a driver knows he/she will not report for duty for his/her afternoon run, he/she must report his/her situation to the district by 11:30 a.m. or as soon as possible if an emergency occurs.

## ARTICLE XVI - PROFESSIONAL DRESS

- A. All employees are expected to be dressed appropriately while performing their job duties. Appropriate dress shall be determined by either a uniform provided by the Board or by a policy established via the CHASE Transportation Committee and/or the CHAT Communications Forum.
- B. For Secretaries, Teacher Assistants/Library Assistants/Computer Lab Monitors, the dress code will be established in a joint CHASE and CHAT Communications Forum.
- C. Uniforms will be provided as follows:
  - 1. Bus Drivers

The Board will provide each year:

    - a. An allowance of \$300 per year; and
    - b. This allowance will purchase uniform wear in the color scheme of scarlet/red, white, or grey with black slacks/pants which the employees will inform the Treasurer's office of their choice from a Board approved list. The insignia will be applied at Board cost. Any amount in excess of the amount named in paragraph (a) will be the responsibility of the employee.
    - c. The Board will further provide for each employee from any other classification who holds a CDL license and who agrees to substitute as a driver, a clothing allowance of \$125 per year to be used for appropriate weather related outer wear.
  - 2. Cafeteria Personnel

The Board will provide each year:

    - a. Six (6) shirts; and
    - b. Six (6) pants; and
    - c. The Board will further provide aprons for each employee through a service; and
    - d. Two (2) pair of appropriate shoes from a Board approved list; and
    - e. Three (3) pair of support stockings from a Board approved list; and
    - f. Three (3) baseball caps each year.
    - g. Food service workers will annually be provided with a back-brace support.
  - 3. Pool Personnel

The Board will provide each year:

    - a. Two (2) swimsuits, which the employees will choose from a Board approved list; and
    - b. One (1) warm-up suit, which the employees will choose from a Board approved list.
  - 4. Tradesmen/Custodians Staff and Mechanic

The Board will provide each year through a service:

    - a. Five (5) shirts; and
    - b. Five (5) pants;
    - c. The Board will further provide one (1) pair of safety shoes which the employees will choose from a Board approved list (does not have to be steel toe).
  - 5. Cleaning Personnel

The Board will provide each year through a service:

- a. Five (5) short sleeve shirts; and
- b. Five (5) pants
- c. The Board will further provide two (2) smocks for new employees.
- d. Replacement smocks will be available for all cleaning staff.
- e. One (1) pair of appropriate shoes from a Board approved list.

- D. If an employee orders additional apparel through the service, separate invoices will be sent from the company to the employee.

## ARTICLE XVII - HOURS

### A. Schedules

1. Custodians will be assigned a work week of Monday through Friday or Tuesday through Saturday on a rotating basis using only daytime (first shift) employees. If an employee who is assigned Monday through Friday is required to work on a weekend, or an employee who is assigned Tuesday through Saturday is required to work Sunday or Monday, such employee shall be compensated in accordance with the provisions of Article XXV. The Tuesday thru Saturday schedule will start the first week of school. When the school calendar is adopted by the Board of Education, the Tuesday through Saturday schedule for winter break, spring break and the last week of school, will be determined by mutual consent between the Superintendent and the bargaining unit.
2. The Board will not make changes in an employee's basic schedule, during the course of a work week, in order to avoid paying overtime to that employee.
3. A custodian shall be on duty whenever school-sanctioned activities are in progress in a school building, other than locker rooms, confined to the band/orchestra room, outside stadium restrooms, elementary gym after 4:30 p.m., and the weight room in the District. He/she will be paid his/her regular hourly rate for this duty. He/she shall not be responsible for supervision of students. Employees who work more than forty (40) hours in a workweek will be compensated at time and one-half (1-1/2) for this duty.
4. A cafeteria worker shall be on duty whenever the kitchen/utensils/equipment is being used. He/she shall be paid his/her regular hourly rate for this duty. Employees who work more than forty (40) hours in a workweek will be compensated at time and one-half (1-1/2) for this duty. Cafeteria Supervisors may release utensils for school board use during school board meetings.

### B. Lunch Periods

Employees scheduled to work five (5) hours per day shall be entitled to an unpaid (30 minutes) lunch period. Lunch periods will be scheduled by the Superintendent or designee for one of two lunch periods, so as to provide the uninterrupted lunch periods.

### C. Pay for Hours Outside of Regular Shift

Should an employee be requested to work outside of regular duty hours by his supervisor, he/she shall be compensated under the following conditions:

1. The employee shall be paid at one-and-one-half (1 ½) times his/her regular rate.
2. The employee shall be paid a minimum of two (2) hours.
3. Once called, an employee will be given a reasonable amount of time to report to the school for duty.
4. A rotation list of available employees to be called in will be created by the administration with the employees to be rotated on a weekly basis. He or she will be on call 24/7.
5. Should the employee on rotation be not available, the supervisor may then call for volunteers to be compensated at the conditions listed above.

## **ARTICLE XVIII – WELLNESS PROGRAM**

(Use of Facility)

- A. If available, staff may use the school's facilities (gymnasium, pool, stadium area, fitness center, and weight room) for physical conditioning activities before and after the regular work day at no cost to the employee.
- B. To utilize these facilities during the evening, CHASE must make application to the Board. Evening activities may be scheduled if and when the respective facility is available.
- C. The Board will not be responsible for any injuries sustained by an employee or damage or loss of an employee's property while using the school facilities. All participants must complete a waiver/release form prior to using an athletic facility.

## **ARTICLE XIX - CHRONIC COMMUNICABLE DISEASES INCLUDING HUMAN IMMUNODEFICIENCY VIRUS (HIV) INFECTION**

- A. The Board and CHASE place high priority on the health, safety, and welfare of school employees, students and visitors on school premises and recognize that chronic communicable diseases including human immunodeficiency virus (HIV) infection presents a concern to employees, students, and parents. Therefore, the above-mentioned parties establish the following agreement with respect to protecting the health, safety, and welfare of students, school employees, and visitors from chronic communicable diseases including human immunodeficiency virus infection.
- B. These procedures do not prohibit the admission of an employee with a chronic communicable disease including HIV infection to work. There will be no mandatory testing to determine if an employee has a chronic communicable disease including HIV infection. However, school physicians (in accordance with ORC 3313.71) may make examinations of school employees as in their opinion the protection of health of the pupils, teachers and other school employees require. Additionally, and in accordance with ORC 3313.71, the school physician may immediately (but temporarily) exclude the employee from the work place pending the results of the medical examination. If the examination identifies that the employee has a chronic communicable disease including HIV infection, the procedures outlined in Section C of this Article shall be followed. Any temporary exclusion shall (1) not exceed 14 calendar days, (2) be with salary and fringe benefits, and (3) not be charged against any form of leave.
- C. Procedures for Medical Evaluation
  - 1. When an employee with a chronic communicable disease including HIV infection either voluntarily discloses his/her diagnosis, is identified via medical documentation from a physician, or is identified via the procedure outlined in Section B above, notification shall be made to the Superintendent who will notify the Cuyahoga Heights Schools' physician.
  - 2. The school physician shall share the information with the medical review team consisting of the employee's attending physician, a physician from the Cuyahoga County Board of Health, the Board's medical advisor (a physician), and a physician specializing in communicable disease.
  - 3. The school physician shall convene the medical review team as soon as possible upon receipt of the identification/documentation in order to review the employee's medical status which includes but is not limited to the physical condition of the infected employee, the expected type of interaction with others in the school setting, the impact on both the infected employee and others, and make appropriate recommendation(s) to the Superintendent.
  - 4. The medical review team shall review the employee's diagnosis, treatment, and prognosis



which shall be provided (with appropriate releases) by the employee's attending physician.

5. The medical review team shall submit a written report within twelve (12) calendar days of the employee identification/documentation of its findings and determinations to the Superintendent and this report should represent all members of the medical review team.
6. The Superintendent or his/her designee will make a decision based on medical information concerning employment status/assignment within two (2) calendar days after receiving the written report of the medical review team. An employee who is excluded from work/reassignment shall be:
  - a. Entitled to normal paid sick leave benefits.
  - b. Entitled to apply for disability retirement benefits, if eligible, at any time.
  - c. Entitled to remain on unpaid sick leave status for up to two (2) years after paid sick leave has expired.
7. An employee shall not be non-renewed, terminated, or otherwise separated from employment due to having been diagnosed as having a chronic communicable disease including a human immunodeficiency virus infection unless unable to perform his/her duties.
8. If the Superintendent's recommendation is that of the medical review team's, said recommendation may not be grieved.
9. Decisions based on the medical team's recommendations about each identified employee will be made on a case-by-case basis.

D. Confidentiality

Information about the identity and condition of an employee with a chronic communicable disease including an HIV infection shall not be disclosed by the medical review team or by the Superintendent to anyone other than the principal and school nurse at the employee's school(s). Those notified will observe complete confidentiality as permitted by law.

E. Dissemination of Chronic Communicable Diseases Information Including Human Immunodeficiency Virus Infection

All employees will be in-serviced at least annually and in greater depth as needed on information relating to the proper precautions to be exercised in the workplace to prevent possible transmission of the disease. In-services shall be jointly planned between CHASE and the Administration and include the latest information from the Ohio Department of Health, Centers for Disease Control and the U.S. Department of Health and Human Services.

F. Follow Up

1. The medical review team shall maintain an active role in monitoring the employee's medical condition.
2. The employee's primary care physician shall work with the employee regarding any change in health status and shall notify the school physician of any change.
3. If any new information is brought to the attention of the school physician or any member of the medical review team, the procedures outlined above shall be followed.

## ARTICLE XX - LEAVES AND ABSENCES

### A. Sick Leave

1. Sick leave shall be earned and used in accordance with Section 3319.141 Ohio Revised Code, and as otherwise defined herein.
2. Employees shall be granted sick leave without loss of pay for absence due to personal illness, injury, pregnancy or disability resulting there from, exposure to contagious disease which could be communicated to others, and from absence due to illness, injury, or death in the employee's immediate family.
3. Sick leave shall be granted at a rate of one and one-quarter (1-1/4) days per month to a maximum of fifteen (15) days in any one year. The accumulation of unused sick leave shall be unlimited.
4. An employee who transfers from the service of any public agency in Ohio to employment with this Board, or who has been separated from the service of any public agency but is re-employed by the Board of Education within ten (10) years of the separation shall be credited with the unused portion of his/her unused accumulated sick leave. It will be the responsibility of each employee who has transferable accumulated sick leave to notify the Treasurer. In certain instances, the Superintendent may grant credit for sick leave accumulation for employment outside of Ohio.
5. All newly-hired employees who do not have transferable accumulated sick leave and any regularly employed employee who has exhausted his/her accumulated sick leave shall be advanced upon written request up to five (5) days of sick leave each year to be charged against the sick leave he/she subsequently accumulates. Newly-hired employees shall complete one (1) full month of service in the regular position before accumulating one and one-quarter (1-1/4) days of sick leave. Sick leave credit shall not be advanced beyond the contract year. If an employee discontinues employment prior to accumulating the additional sick days, the Board shall deduct the amount of wages paid on the advanced sick leave credit from any compensation due.
6. Immediate family shall be defined as mother, father, grandmother, grandfather, mother-in-law, father-in-law, sister, brother, son-in-law, daughter-in-law, husband, wife, child, grandchild, brother-in-law, sister-in-law, or anyone who has virtually held the position of parent or child, or anyone who is a relative/domestic partner residing in the household of the employee.
7. Salary/wage deductions at the employee's per diem rate will be made for days of absence in excess of the number of days of accumulated sick leave. Upon exhaustion of accumulated sick leave days, the employee is automatically considered on an unpaid leave of absence. The employee is automatically considered off the unpaid leave of absence upon returning to work.
8. A written signed statement on forms prescribed by the Board shall be required by the employee to justify the use of sick leave.
9. The Board shall notify each employee in writing of his/her total accumulated sick leave each month.
10. Personal Illness
  - a. Days lost due to quarantine shall not be deducted from salary or accumulated days of sick leave.
  - b. A doctor's certificate may be required for any absence due to personal illness, that exceeds five (5) consecutive work days, stating the employee is capable of resuming his/her assigned task.

11. Family Illness

Upon request of the employee, the Superintendent may grant the use of sick leave for family illness for persons other than those defined as immediate family (as defined in Section A, paragraph 6, under Sick Leave).

12. Long-Term Use of Sick Leave

a. Sick leave shall be granted as needed for the period of disability. If said period of disability is greater than three (3) consecutive work weeks, the employee shall provide a physician's certificate indicating that the employee is unable to perform regular duties, as well as the expected date the employee shall be able to return to his/her assignment. Except in cases of emergency where planned use of sick leave cannot be determined, written notice of sixty (60) calendar days prior to the intended use of sick leave shall be given to the Superintendent. Such prior notice and the expected date of return shall also be given to the Superintendent in the event the employee is absent for a period greater than three (3) consecutive work weeks due to illness in the immediate family.

b. An employee returning from long-term use of sick leave during the same school year shall return to the same position for the remainder of that school year.

13. If there is a discrepancy in sick leave, the employee with union representation shall meet with the district treasurer to resolve the discrepancy.

B. Leave for Bereavement

1. Employees shall be granted sick leave for absence due to a death in the employee's immediate family. Immediate family shall be defined as mother, father, grandmother, grandfather, mother-in-law, father-in-law, sister, brother, husband, wife, child, grandchild, or anyone who has virtually held the position of parent or child, or anyone who is a relative residing in the household of the employee.

2. In the event of death of a daughter-in-law or son-in-law, sick leave is usable for up to five (5) days each year per incident.

3. In the event of a death of an aunt, uncle, niece, nephew, brother-in-law, or sister-in-law, sick leave is usable for up to three (3) days each year per incident.

4. In the case of unusual circumstances and upon the request of the employee, the Superintendent may extend the use of sick leave days to the employee in the event of death of a relative other than those defined as immediate family. The Superintendent may also grant the use of sick leave to an employee for death of someone other than those named above.

5. In the event of the death of a CHS employee, employee's spouse, child, or parent of a CHS student or former student, one to three "volunteer" members may be designated to represent the school at the funeral. The CHASE President, or knowledgeable CHASE designee, will designate (with the building Principal's approval) who may attend. CHASE members who are not "designated" and choose to attend the funeral will be charged with personal leave.

C. Unpaid Leaves of Absence

1. An employee requesting an unpaid leave of absence beginning with the opening of the school year shall notify the Superintendent of such intention not later than March 1, unless otherwise specified herein. Employees must exhaust their personal leave days prior to

applying for any unpaid days.

2. An employee who is on such leave of absence and wishes to return to duty at the beginning of the school year shall notify the Superintendent of this not later than March 1.
3. As with any unpaid leave of absence, no fringe benefits will accrue or be paid by the Board for the employee. An employee may continue to be covered under group insurance programs by reimbursing all premium costs to the Board. Payment of monthly premiums by the employee shall be paid to the Board Treasurer on the first day of each month, in advance.
4. Unpaid leaves of absence are not to be taken for the purpose of extending winter and/or spring breaks.

D. Leaves for Reasons of Illness or Disability When Sick Leave Has Been Exhausted

Upon the written request of an employee who has exhausted sick leave for a leave of absence where illness or other disability is the reason for the request, the Board shall grant such leave. This leave shall be controlled by Section 3319.13 Ohio Revised Code.

E. Military Leave

1. Military leave shall be granted to staff members. Upon return from such leave the employee shall be re-employed in a position similar to, but not necessarily the same position as the one he left, provided the employee:
  - a. Is inducted or otherwise called into the United States military service after beginning actual service with the Board.
  - b. Has applied for leave of absence prior to his entrance into actual military service.
  - c. Is separated or discharged under honorable conditions.
  - d. Makes application for re-employment within thirty (30) days after being released from military duty.
2. Leave of absence for military service shall be granted for the first period of military service. If the person wishes to extend his/her military leave, he/she must apply for an extension prior to the expiration of the leave currently in effect.
3. Upon returning from military leave and subsequent re-employment in the district, the employee (at the beginning of the school year following his/her return from military service) shall resume the same contract status held prior to entering military service.
4. For purpose of placement on the salary/wage schedule, years of absence on military leave up to a limit of four (4) years, shall be counted as though the employee's service had been performed during such time.

F. Parental Leave

1. Upon request of the employee, parental leave which commences after the school year has begun entitles the employee to parental leave for the remainder of that school year. Upon request, the employee shall be granted parental leave for a maximum of one (1) additional school year. A shorter period of parental leave time may occur upon mutual agreement of the employee and the Superintendent.
  - a. Such parental leave shall be without any fringe benefits except as provided herein.
  - b. A request for an additional full school year will be considered and may be approved by the Board.

2. An employee on parental leave shall notify the Superintendent, by letter, of plans for the coming year by March 1 preceding the next school year, unless the birth of the baby occurs after February 15, in which case the employee shall have until June 1 to notify the Superintendent of his/her intentions for the coming school year. If notification is not received in timely fashion (either March 1 or June 1, whichever applies), it will be assumed that the employee on leave does not wish to return to employment with the Cuyahoga Heights Schools.
3. Leave must be requested as early as possible and no later than two (2) months before the leave is to begin. This provision may be altered in the case of extenuating circumstances.
4. An employee returning during the same school year from parental leave shall return to the same position. However, if an employee returns at any other time in accordance with paragraph 1 above, the employee may be assigned to the same position or one of comparable status within the employee's classification.
5. These provisions shall also apply to adoptive parents providing the child being adopted is under six (6) years of age. Additionally, these provisions shall also apply to employees in order for the employee to care for his/her parent(s).

G. Jury Duty/Subpoena Leave

In the case of absence from duty in response to a jury summons or a court subpoena, salary/wages shall be paid to the employee for the period of absence. Any remuneration received by the employee for serving as a juror shall be retained by the employee.

H. Assault Leave

1. An employee who is absent due to physical or mental disability resulting from a physical assault by a student or parent of a student which occurs in the course of Board employment while performing assigned duties or where required to be in attendance at a school sponsored function, shall be eligible to receive assault leave, provided the employee did not precipitate the incident. Such leave shall be granted under the following stipulations:
  - a. If such an incident should occur, the employee will notify his/her appropriate supervisor immediately and will provide, if physically able, otherwise as soon as possible, a complete written report within twenty-four (24) hours. This report will provide complete detail of the incident and be signed by the employee. The report will be forwarded to the Superintendent's office by the supervisor.
  - b. If an assault results in the employee not being able to perform his/her job, the time lost will not be deducted from accumulated sick leave or salary/wages.
  - c. An employee returning from assault leave may expect to return to the same position or one of comparable status within his/her classification.
  - d. The employee shall furnish a signed statement on the form prescribed by the Board to justify the use of assault leave. If medical attention is required, the employee shall supply a certificate from a licensed physician stating the nature and severity of the disability and its duration.
  - e. Should civil or criminal action be filed as a result of the assault, the employee and the school will cooperate in the collection of information needed. Reasonable time needed for days in court will be granted by the Board.
  - f. Whether or not medical attention is required, the employee shall furnish a certificate from a licensed physician justifying the use of assault leave if the leave exceeds ten (10) working days.

- g. This leave shall be extended for up to one (1) full contract year providing the employee supplies medical documentation, satisfactory to both parties, stating that he/she is physically unable to perform the assigned duties.
- h. An employee who is on assault leave shall not accept any employment elsewhere during the assault leave.

I. Workers' Compensation

- 1. All employees are covered by Ohio State Workers' Compensation laws in relationship to a work-incurred injury or accident.
- 2. Any employee who is either temporarily or permanently totally disabled as a result of an injury for which Workers' Compensation is payable, may elect to receive Workers' Compensation benefits rather than accrued sick leave benefits or vacation pay.
- 3. If, however, the employee accepts sick leave benefits he/she will not be entitled to Workers' Compensation benefits until he/she directs the Superintendent to discontinue payment of sick leave.
- 4. Where the employee elects Workers' Compensation pay benefits, the Board will continue health insurance coverage for the remainder of the month, and one month following the occurrence of the injury.

J. Workshop Leave

- 1. Each employee will have the opportunity to attend workshops, as needed, specific to his/her job with pay upon the approval of the Superintendent and the Board.
- 2. In the case of each Board-approved workshop leave, the employee shall be reimbursed (when applicable) for the actual expenses for registration fees, lodging, meals, transportation, and workshop materials (upon proof of receipts). Car mileage shall be compensated at the current IRS rate.

K. Miscellaneous

- 1. An employee who is on leave of absence from the Cuyahoga Heights Local Schools shall not accept employment elsewhere.
- 2. Deduction will be taken from an employee's wages, at the employee's per diem rate, for absence for reasons other than those stipulated.
- 3. An employee shall be assigned light duty if prescribed by a physician.

L. Catastrophic Leave Bank

- 1. The purpose of the Catastrophic Leave Bank is to allow Cuyahoga Heights Schools employees the opportunity to assist co-workers who have experienced personal or family catastrophic illness or injury which causes a loss of income. Catastrophic leave is intended to assist employees who are not receiving disability benefits or Worker's Compensation payments.
- 2. Catastrophic illness or injury shall be defined as a serious, debilitating illness or injury which incapacitates the employee or employee's immediate family member as defined in section (A) 6 of this Article and which will cause a loss of income due to the employee having exhausted all accumulated days of sick leave. Catastrophic illness or injury is further defined as a long-term, incapacitating illness, injury, or medical condition which requires the employee to take time off work for an extended period. Catastrophic leave donation is not

available for disability associated with the normal course of pregnancy and childbirth; however, medical complications which would otherwise qualify are not prohibited. Employees seeking donation of sick leave for complications due to pregnancy and/or childbirth must provide, if requested, detailed medical information in support of any sick leave donation request.

3. All unused personal business leave days may be deposited into this bank on June 30<sup>th</sup> of each year. All eligible employees may use a maximum of ten days from the Catastrophic Leave Bank.
4. In addition, Personal Employee Sick Leave Banks may be established when co-workers donate up to five (5) days of their accumulated sick leave per school year per each employee receiving sick leave donations. [Notices of need will be forwarded to all employees]
5. Donations must be made in increments of whole days. Accumulated sick leave shall be transferred day for day, regardless of differing pay scales. All donations are voluntary.
6. Employees receiving sick leave donations from either the Catastrophic or Personal Employee Banks shall be limited to a maximum of forty-five (45) days per school year from both banks.
7. Accumulated days of sick leave may be donated and transferred when all of the following applicable conditions are met:
  - a. An employee requests donated leave due to catastrophic illness or injury;
  - b. An employee's leave of absence in relation to a catastrophic illness or injury is approved by the Superintendent in consultation with the CHASE president;
  - c. An employee has exhausted all accumulated sick leave days and is not receiving disability benefits or Worker's Compensation payments.
8. Donated days will not be deducted from the donor's accumulated sick leave balance until transferred to the receiving employee. Donated days will be distributed and returned back to staff members based on the CHASE seniority list; on a rotating basis, alphabetically by staff member.
9. Payment will continue to the employee to the maximum number of days allowable and the days will be deducted from the donor at the completion of the employee's leave.
10. Once processed and transferred, donations are irrevocable, unless not needed.
11. Donations of accumulated sick leave shall not be counted as used sick leave for purposes of determining merit incentives for attendance pursuant to Article XXVII (F).
12. Upon request, the Treasurer will provide a report to the CHASE President containing the amount of days used from the Catastrophic Leave Bank and the Personal Employee Banks from the previous contract year and/or the amount of days currently remaining in those Banks.

## ARTICLE XXI - PERSONAL LEAVE

- A. The Superintendent or his/her designee shall grant up to three (3) days of personal leave with pay in any one school year to each employee who works the entire school year. Additional personal leave days may be granted by the Superintendent/designee for an emergency situation or a situation beyond the employee's control. However, to receive these additional days, the emergency/beyond the employee's control situation must be explained to the Superintendent/designee, and for each additional personal leave day received, the one day shall be deducted from the employee's accumulated sick leave.
1. Employees beginning service between December 1 and February 28 shall be granted up to two (2) days; employees beginning service after March 1 shall be granted up to one (1) day.
  2. Personal leave will be granted in increments of no less than  $\frac{1}{4}$  day.
  3. All unused personal leave days may be donated to a district wide catastrophic sick leave bank. Donations must be made in writing signed by the employee and forwarded to the Treasurer's office.
- B. General Guidelines
1. Unless an emergency, requests for personal leave should be submitted through the AESOP Absence Management System at least three (3) days prior to the anticipated absence on the form provided.
  2. If an emergency situation arises, the employee shall immediately notify his/her supervisor or the Superintendent and complete the personal leave form as soon as practical.
  3. Any of the three (3) personal leave days shall be granted to transact necessary personal business or to attend to affairs of a personal nature. However, personal leave may not be granted:
    - a. To extend in any way a vacation/holiday listed on the school calendar.
    - b. For the employee to conduct or apply for other gainful employment business.
    - c. For any reason that would fall under "sick leave."
  4. Personal leave days that extend before or after a vacation/holiday day(s) listed on the school calendar may only be used for one of the specific reasons stated below:
    - a. Funeral for persons not covered under sick leave.
    - b. Day of marriage of the employee or a member of the employee's immediate family (see Sick Leave for definition of "immediate family").
    - c. Emergency/unplanned travel conditions which make it impossible for the employee to report as assigned.
    - d. Graduation or honors ceremonies of the employee or a member of the employee's immediate family (see Sick Leave for definition of "immediate family").
    - e. For any required appearance in court except when the employee is a defendant in a job-related criminal action.
    - f. Required appearance for the settlement of an estate.
    - g. For an act of nature or accident to the employee's house or utilities that would create a hazardous condition if not corrected immediately.



- h. For business involved with the legal transfer, purchase or sale of a home or real estate.
- i. For observance of a recognized religious holiday; days taken for this reason will be weighed in that a full day of use will result in a one-half (1/2) day deduction against personal business leave.
- j. For legal transactions to which the employee is a party and which cannot be completed after the school day.
- k. For attending educational conferences concerning the employee's child or children. Said conferences must take place on the premises of the child's school system.
- l. Emergency child care/supervision or other "urgent" family obligation not covered by sick leave.
- m. Relocation
- n. For other emergency or "Act of God" situations determined by the Superintendent to fall into the intent of this personal leave.
- o. Immediately prior to the commencement of an unpaid leave of absence.

**C. Falsification of requests or usage of personal leave may result in the following disciplinary action**

- 1. First instance - Written warning (if one day is misused); loss of pay for that day and each successive day.
- 2. Second instance - Suspension, without compensation, not to exceed five (5) days.
- 3. Third instance - Shall be grounds for termination of contract.

**D. Staff members that have a remaining personal leave balance at the end of the school year may donate these personal days to the Catastrophic Leave Bank.**

## **ARTICLE XXII - VACATION AND HOLIDAYS**

**A. Vacation**

- 1. Vacation for classified employees who are employed by the Board on a 12-month basis shall be as follows:
  - a. The vacation accumulation-year shall be from July 1 through June 30. A first year employee, employed prior to July 1, shall be entitled to vacation days on a pro-rated basis for the months worked.
  - b. Employees who have completed:
    - (1) One (1) year of service up through four (4) years of service are entitled to ten (10) paid days (two weeks).
    - (2) Beginning on the fifth (5<sup>th</sup>) year of service up through eleven (11) years of service are entitled to fifteen (15) paid days (3 weeks).

(3) Beginning on the eleventh (11<sup>th</sup>) year of service and more are entitled to twenty (20) paid days (4 weeks).

(4) Vacations beginning with the twentieth (20<sup>th</sup>) year of service will be as follows to a maximum of 25 days (5 weeks):

21 YEARS:	21 DAYS
22 YEARS:	22 DAYS
23 YEARS:	23 DAYS
24 YEARS:	24 DAYS
25 YEARS:	25 DAYS

- c. An employee must be under contract and working one hundred thirty (130) days to be eligible to receive credit for a year of service.
- d. Vacation time may not be accumulated from one contract year to the next. Upon approval of the Superintendent, one week of vacation can be carried over until December 31 of the next school year.
- e. Employees who leave the District prior to June 30 shall be paid for vacation time prorated through the last full month worked.
- f. Employees who retire at the end of a contract year must utilize their accumulated vacation time for that year prior to retirement unless mutually agreed to by the Superintendent and the employee to work through that period.
- g. Vacations should be scheduled to least interfere with the operation of the schools. If more than one (1) employee selects the same vacation days, the supervisor will work out the vacation schedule based on seniority.

B. Holidays

1. All 260 day employees will receive the following paid holidays:

New Year's Eve Day  
New Year's Day  
Martin Luther King Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving Day  
Christmas Eve Day  
Christmas Day

2. All 226 day employees will receive the above paid holidays except for Independence Day.

3. All 204 days and 214 day employees will receive the following paid holidays:

New Year's Day  
Martin Luther King Day  
President's Day  
Memorial Day  
Thanksgiving Day  
Christmas Day

Good Friday

Labor Day (If assigned work schedule commences prior to the opening day of the school year)

4. If any of the paid holidays fall on a Saturday, employees will not be required to work on Friday. If these days fall on a Sunday, employees will not be required to work on Monday. To be paid for holiday, the employee must be on paid status the work day before the holiday and the next work day following the holiday. If a custodian is assigned Tuesday through Saturday work week, days off for holidays will occur as outlined on the following charts.

**Custodian Holidays Involving Tuesdays – Saturday Work Week**

Work weeks of Monday - Friday and then Tuesday through Saturday.

MON.	TUES.	WED.	THURS.	FRI.	H	H	MON.	TUES.	WED.	THURS.	FRI.	SAT.	SUN.
				OFF	SAT.	SUN.		OFF					

MON.	TUES.	WED.	THURS.	FRI.	H	H	MON.	TUES.	WED.	THURS.	FRI.	SAT.	SUN.
				OFF	SAT.	SUN.		OFF					

MON.	TUES.	WED.	THURS.	FRI.	H	H	MON.	TUES.	WED.	THURS.	FRI.	SAT.	SUN.
				OFF	SAT.	SUN.		OFF					

MON.	TUES.	WED.	THURS.	FRI.	H	H	MON.	TUES.	WED.	THURS.	FRI.	SAT.	SUN.
				OFF	SAT.	SUN.		OFF					

MON.	TUES.	WED.	THURS.	FRI.	H		MON.	TUES.	WED.	THURS.	FRI.	SAT.	SUN.
					SAT.	SUN.		OFF					

**Custodian Holidays Involving Tuesdays - Saturday Work Week**

Work weeks of Tuesday - Saturday and then Monday through Friday.

MON.	TUES.	WED.	THURS.	FRI.	H	H	MON.	TUES.	WED.	THURS.	FRI.	SAT.	SUN.
				OFF	SAT.	SUN.							

MON.	TUES.	WED.	THURS.	FRI.	H	H	MON.	TUES.	WED.	THURS.	FRI.	SAT.	SUN.
				OFF	SAT.	SUN.		OFF					

MON.	TUES.	WED.	THURS.	FRI.	H	H	MON.	TUES.	WED.	THURS.	FRI.	SAT.	SUN.
				OFF	SAT.	SUN.		OFF					

MON.	TUES.	WED.	THURS.	FRI.	H		MON.	TUES.	WED.	THURS.	FRI.	SAT.	SUN.
					SAT.	SUN.							

MON. TUES. WED. THURS. FRI. SAT. SUN. H MON. TUES. WED. THURS. FRI. SAT. SUN.  
OFF

## **ARTICLE XXIII - HOLIDAY PAY**

Those employees and only those employees required to work on a holiday by the Superintendent or his/her designee shall receive the holiday pay, and in addition, pay double their regular rate of pay or double compensatory time for the hours worked on the holiday.

## **ARTICLE XXIV - CALAMITY DAY**

- A. All employees shall be paid for a calamity day. In addition, those employees notified to report to work by the Superintendent or his/her designee shall be paid at their hourly rate for all hours actually worked on the calamity day.
- B. Any employee who has requested and has been granted sick leave, personal leave, or vacation on a day which has been declared a calamity day will not be charged with sick leave, personal leave, or vacation on that date.

## **ARTICLE XXV - OVERTIME PAY/COMPENSATORY TIME**

### **A. Options Available**

- 1. Employees who work more than forty (40) hours in any work week will have the option of being paid at the rate of time and one-half (1-1/2) their regular rate of pay or time and one-half (1-1/2) compensatory time. The work week shall be Monday through Friday or Tuesday through Saturday for Custodians.
  - a. An employee may accrue up to two hundred forty (240) hours of compensatory time. An employee may choose the option of compensatory time off in lieu of cash compensation.
  - b. Compensatory time earned in accordance with this section may be taken within one (1) week but not later than the end of the fiscal year it is earned. The specific day compensatory time is used shall be selected by the employee and approved by the immediate supervisor. When an employee has five (5) vacation days left, he may choose whether to use comp time or vacation time. Any carryover vacation time can be used until December 31 of the next school year. No two scheduled employees within the same department may take off the same day unless prior approval is granted.
  - c. An employee who does not use his/her compensatory time within the prescribed time limits shall receive cash compensation at the rate which was effective for the employee at the time the compensatory time was earned.
  - d. Overtime (as needed) will be offered to respective employees on a rotating basis. The employee may refuse the overtime. However, if no other employee is available, the responsibility of overtime coverage reverts to the least senior employee who is qualified for the operational responsibilities.

### **B. Determination**

- 1. In determining hours in excess of forty (40) hours in a work week, all hours of calamity days, vacation days, sick leave days, personal business leave days, and holidays shall be included. Compensatory time shall be excluded.
- 2. No employee shall work in excess of forty (40) hours in a work week without the express authority and/or the express direction of the Superintendent or his/her designee.

## ARTICLE XXVI - INSERVICE TRAINING/TUITION ASSISTANCE PROGRAM

### A. In-Service Training (Skill courses and facility maintenance)

1. Employees who have to take mandatory training, over an agreeable period of time for their job will have said training paid for by the Board. Registration and time in training taken before and after the employees regularly assigned work time will be paid by the Board. Clock hours for mandatory training are applicable to 3.i. and 3.ii. Training will be granted clock hours on one occasion; repeating training on an annual basis will not be considered. Clock hours must be turned in for approval within one year of completion of the training.
2. Employees may also request approval to attend optional workshops/seminars. Said workshops/seminars must be applicable to the employee's job. The employee shall submit the application (Appendix C1) to the Superintendent for his/her approval prior to enrollment in the workshop/seminar. The Superintendent may authorize compensation for the completion of one specific training only once (i.e. Boiler's license). Any further attempt at the same workshop/seminar will be at the employee's own expense unless the failure to satisfactorily complete the specific training was out of the employee's control. Proof of satisfactory completion of the workshop/seminar will qualify the employee for one of the following:
  - i. Application of clock hours in 3., i. and 3., ii. below; or
  - ii. Reimbursement as per the Leaves and Absences Article in provision J., 2.
3. Employees shall receive additional compensation for in-service training as follows:
  - i. Three hundred fifty dollars (\$350) shall be added to the salary for sixty-five (65) clock hours of additional training up to a maximum of two thousand one hundred dollars (\$2,100) or six (6) units.
  - ii. Courses totaling at least sixty-five (65) clock hours applies as one (1) unit of payment regardless of the number of clock hours required by the course.

### B. Tuition Assistance Program for College/University Courses

1. The Board shall reimburse employees at the rate of one hundred dollars (\$100) per semester credit hour up to a maximum of thirty-six (36) hours, per lifetime of employment. These hours must be taken from an accredited institution and shall be courses that relate to the employee's job. The employee shall submit the application (Appendix C) to the Superintendent for his/her approval prior to enrollment in the course.
2. Tuition and associated fees shall be reimbursed to employees upon satisfactory completion of any course work that has been required by the Superintendent and approved by the Board. Qualification under this provision excludes payment under paragraphs A., 3., i. and A., 3., ii. in this Article.
3. Payment will be made within thirty (30) days of proof of satisfactory completion (original grade card as provided by the college or university or an Internet printout of grade(s)) of the course and documentation of payment for the course.

C. Mentoring

The Board will create a pool of funds each year to provide for mentoring of employees new to the district. This amount will be set by the Board each year. From this pool stipends will be awarded under the following conditions:

1. The stipend will be paid at an amount agreed to by the mentor and the new employee's supervisor.
2. The stipend will be paid to a CHASE member to mentor a new employee for an amount of time set by the new employee's supervisor.
3. The stipend will be paid at the end of the time period outlined in number 2 above.
4. The assignment of being a mentor will allow for time for guidance to the mentee. It will also allow for time for the mentee to ask for guidance.
5. The relationship between the mentor and the mentee is confidential. The mentor will not share any information in regards to any evaluation of the mentee.

## ARTICLE XXVII - PAYROLL

### A. Professional Dues Deductions

The United Education Profession dues (CHASE, NEOEA, OEA, NEA, UniServ, and EPAC) shall be deducted from the regular employee's paycheck subject to the following factors:

1. Completed and signed enrollment forms must be presented to the Board Treasurer by the CHASE Treasurer within three (3) days after the enrollment period ends. The enrollment period for the United Education Profession membership will be September 1-30. Except for new regular employees, no others will be eligible for dues deduction after that date. The time period for written notification for the discontinuance of dues deductions shall be between August 22 and August 31. Employees hired after September 30 of any school year who elect payroll deduction shall have their dues deducted in even installments from the remaining paychecks that will coincide with the dues deducted for other employees. The CHASE Treasurer shall inform the Board Treasurer of the total amount to be deducted for employees who are hired after September 30.
2. Dues deduction shall begin with the first pay in October and continue with each paycheck through June. The Board shall withhold the balance of any dues from the final paycheck of anyone who resigns, retires, takes leave or is terminated. As determined by the President or Treasurer of CHASE.
3. The Board Treasurer shall submit a monthly check in the total amount of monthly employee deductions to the CHASE Treasurer not later than fifteen (15) days following the end of each month. Such check will be made payable to the Cuyahoga Heights Association of Support Employees.
4. The Board Treasurer shall also submit a monthly listing of names and the amount deducted for each person to the CHASE Treasurer.
5. The Cuyahoga Heights Association of Support Employees and its members shall indemnify and hold the Board of Education harmless from any and all claims, demands, suits, or any other such actions arising from this United Education Profession deduction provision.

### B. Credit Union

Contributions to the Emerald Group Credit Union shall be an authorized payroll deduction and the Board Treasurer shall remit said deduction within five (5) work days of the deduction.

### C. Tax-sheltered Annuities

Contributions to a tax-sheltered annuity plan or account (403b plan and/or 457 account) shall be an authorized payroll deduction and the Board Treasurer shall remit said deduction within five (5) workdays of the deduction. Enrollment in an existing tax-sheltered annuity or 457 account or revision of an existing tax-sheltered annuity/457 account deduction can occur twice a year in either January or May. In 2002 only, enrollment in an existing tax-sheltered annuity/457 account or revision of an existing tax-sheltered annuity deduction can only occur in October. The Board Treasurer shall be notified of such enrollment or revisions by receipt of properly signed forms prior to the 20th day of the preceding month. An annuity (403b plan and 457 account) may be cancelled at any time with written notification to the Board Treasurer.

### D. United Way Donations

Employees may elect to contribute through payroll deduction to United Way. The enrollment period for United Way contributions shall be September 15 through October 15. Deductions shall begin



with the first pay in November and continue in equal installments on the first and second pay of each month through June.

E. Payroll Practices

1. Annual wages for twelve (12) month employees shall be divided by twenty-six (26) pay periods commencing on the second payday of July.

Twenty-six (26) equal (bi-weekly) pays will be paid to Teacher Assistants/Library Assistants, nine and one-half (9-1/2) month Secretaries, ten (10) month Secretaries, and ten and one-half (10-1/2) month Secretaries beginning the 2nd pay date in September.

Equal (bi-weekly) pays will be paid to Cleaning Employees, Cafeteria Employees, Monitors, and Bus Drivers every two (2) weeks beginning the first pay-date in September and continuing through the second pay date in June.

For all employees on an hourly rate, the bi-weekly will be calculated by multiplying the hourly rate by the number of daily hours assigned by the supervisor at the beginning of the school year and further multiplied by the number of working days for the contract year including holidays. If the number of daily hours should change during the contract year, the bi-weekly rate will be recalculated and the adjustment will be made in the paycheck.

2. When a pay-date falls on a holiday, paychecks will be issued on the last work day prior to the holiday.
3. Paycheck stubs shall be available by 9:00 a.m. on paydays for employees to pick up. Employees who are regularly scheduled to work after 5:00 p.m. on the day previous to payday may receive their paycheck stubs after 5:00 p.m. on the day prior to payday.
4. Direct deposit is required for each employee. For those who do not have a bank account the money will go on a card.

F. Merit Incentive for Attendance

Effective with the 2015-16 school year, the following terms shall apply to provide a merit incentive for employee attendance:

1. An incentive will be paid to employees who do not use any sick leave during the contract year as follows:
  - a. 260 day employees who are eight (8) hour employees can receive four (4) payments of \$125 per incentive period (maximum of \$500 annually).
  - b. 260 day employees working less than eight (8) hours can receive four (4) payments as follows:
    - i. 7-8 hours: \$125 per incentive period (maximum of \$500 annually).
    - ii. 5-6 hours: \$100 per incentive period (maximum of \$400 annually).
    - iii. Less than 5 hour employees: \$62.50 per incentive period (maximum \$250 annually).
  - c. 260 day employees shall receive their earned incentive according to the following time table:

<u>Incentive Period</u>	<u>Payable</u>
July through September	2 <sup>nd</sup> pay-date in October

October through December	2 <sup>nd</sup> pay-date in January
January through March	2 <sup>nd</sup> pay-date in April
April through June	2 <sup>nd</sup> pay-date in July

d. Less than 260 day employees can receive three (3) payments as follows:

- i. Employees working 7-8 hours can receive three (3) payments of \$125 per incentive period (maximum \$375 annually).
- ii. Employees working 5-6 hours can receive three (3) payments of \$100 per incentive period (maximum \$300 annually).
- iii. Employees working less than 5 hours can receive three (3) payments of \$62.50 per incentive period (maximum \$187.50 annually).

e. Less than 260 day employees shall receive their earned incentive according to the following time table:

<u>Incentive Period</u>	<u>Payable</u>
From the first day of the employee's contract year in August or September through November 30	2 <sup>nd</sup> pay-date in December
December 1 through March 15	2 <sup>nd</sup> pay-date in April
March 16 through the last day of the employee's contract year in June	2 <sup>nd</sup> pay-date in July

2. If an employee used sick leave on the day of an injury/accident that occurred at work or used sick leave to attend the funeral of a family member, it shall not count as sick leave for purposes of this Article.

## **ARTICLE XXVIII - SERS SALARY/WAGE REPORTING**

- A. The Board will implement the "pick-up" of the employee required contributions of the School Employee's Retirement System (SERS) and the Board Treasurer is hereby authorized to contribute to SERS, in addition to the Board's required employer contribution, an amount equal to each employee's contribution to SERS in lieu of payment to such employee, and that such amount contributed by the Board on behalf of the employee shall be treated as deferred salary/wages from the contract salary/wages otherwise payable to such employee in cash.
- B. The Board Treasurer is also directed to prepare and distribute an addendum to each employee's contract which states (1) that the employee's contract salary/wages is being restated as consisting of (a) a cash salary/wages component, and (b) a "pick-up" component, which is equal to the amount of the employee contribution being "picked-up" by the Board on behalf of the employee; (2) that the Board will contribute to SERS an amount equal to the employee's required contribution to SERS for the account of each employee; and (3) that sick leave, severance, appropriate supplemental, and extended service pay shall be calculated upon both the cash salary/wages component and "pick-up" component of the employee's restated salary/wages.
- C. The Board's total combined expenditures for employees' total contract salary/wages payable pursuant hereto (including pick-up amounts), and its employer contribution to SERS shall not be greater than the amounts it would have paid for those items had this resolution not been in effect.

- D. The Board shall compute and remit its employer contributions to SERS based upon total contract salary/wages, including the "pick-up." The Board shall report for federal and Ohio income tax purposes as an employee's gross income, said employees' total contract salary/wages less the amount of "pick-up." The Board shall report for municipal income tax purposes as an employee's gross income, said employee's total contract salary/wages, including the amount of the "pick-up." The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.
- E. This procedure is a salary/wages reduction salary/wages restatement procedure and is not a purchase of the employee retirement contribution by the Board.
- F. Bargaining unit members shall receive:
  - a. 2021-2022 – Step and a 2.0% base increase
  - b. 2022-2023 – Step and a 2.0% base increase
  - c. 2023-2024 – Step and a 2.0% base increase

## ARTICLE XXIX - RETIREMENT OF EMPLOYEES

### Severance Pay

- A. Eligibility for severance pay shall be defined as qualifying for retirement benefits from the School Employees Retirement System providing the employee has eight (8) or more consecutive years of service in the employment of the Cuyahoga Heights Board of Education. Time on approved leave or recall from a reduction-in-force suspension does not interrupt consecutive service for severance pay.
- B. When eligibility for severance pay has been established, the employee will be paid 30% of accumulated sick leave to his/her credit as of the employee's last day of service, to a maximum severance pay of seventy-six (76) days. Payment will be computed on the employee's daily rate of pay in his last year of service, exclusive of extra duty pay.
- C. Payment of severance pay benefit will be paid to the estate of the employee in the event of his/her death, providing the employee has eight (8) or more consecutive years of service in the employment of the Cuyahoga Heights Board of Education.
- D. Payment of sick leave on this basis shall eliminate all sick leave credit accrued to the employee at that time. Such payment shall be made only once to any employee.
- E. Payment will be made within one hundred twenty (120) days from the employee's last month of service.
- F. Retirement Incentive Plan

One-time increase in severance payment for Employees retiring upon his or her first eligibility for service retirement as follows:

A retiring employee who has met the following criteria:

- (a) worked at least 5 years at Cuyahoga Heights Schools
- (b) accumulated at least 50 unused days of sick leave computed for payment according to Article 29(B)
- (c) retires in the first year eligible for SERS/PERS [that is, (1) 30 years of service credit, or (2) age 55 with at least 25 years of service credit, or (3) age 60 with at least 5 years of service credit]
- (d) submits an irrevocable letter of intent to retire in accord with established deadlines may receive from the District a special one-time severance payment up to a maximum of 100 accumulated days of sick leave at his or her base daily rate (exclusive of extra duty pay).

A retiring employee who has met the following criteria:

- (a) worked at least 5 years at Cuyahoga Heights Schools
- (b) accumulated less than 50 unused days of sick leave computed for payment according to Article 29(B)
- (c) retires in the first year eligible for SERS/PERS [that is, (1) 30 years of service credit, or (2) age 55 with at least 25 years of service credit, or (3) age 60 with at least 5 years of service credit]
- (d) submits an irrevocable letter of intent to retire in accord with established deadlines may receive from the District a special one-time severance payment up to a maximum of 10 accumulated days of sick leave at his or her base daily rate (exclusive of extra duty pay).

In order to receive either of these one-time severance retirement payments, an employee upon first eligibility for SERS/PERS retirement must submit an irrevocable letter of intent to retire to the Superintendent's office by 4:00 PM on December 15, 2012 for school year, 2012-2013 or

September 15, 2013 for school year, 2013-2014. If an employee has not previously participated or does not participate in the plan when they were/are first eligible for SERS/PERS retirement, they will not be able to receive this special additional one-time severance payment.

Retiring employees that utilize this benefit are receiving a special one-time increase in severance payment at his or her base daily rate (exclusive of extra pay duty) for accumulated unused sick leave. He or she is eligible for a severance payment that is greater than the normal severance payment outlined in Article 29(B). Payments according to Article 29(B) and Article 29(F) cannot be combined. Payment according to Article 29(F) is only available in the first year of eligibility for the employee who has worked at Cuyahoga Heights Schools for 5 years and who submits an irrevocable letter of intent to retire prior to the established deadlines. See the attached worksheet in Appendix K for examples of the calculation of this special one-time severance payment.

## **ARTICLE XXX - FRINGE BENEFITS**

### **A. Premiums**

1. The Board will pay all premiums for the benefits provided to full-time employees, and to part-time employees who were employed by this Board prior to July 1, 1980. Beginning September 1, 2012, bargaining unit members, through payroll deduction, will pay twelve percent (12%) of the cost of monthly premiums for the 2012-2013 school year and fifteen percent (15%) beginning September 1, 2013 of the "Alternative Ideal Plan" provided through the Suburban Health Consortium.
2. The Board will pay premiums for part-time employees employed after July 1, 1980 on a pro-rated basis for the hours worked by the employee.

<u>Work Day</u>	<u>Premiums Paid by Board</u>
8 hour work day	100% premiums paid by Board, less monthly premium identified in Art. XXX, A,1
7 hour work day	87.5%
6 hour work day	75%
5 hour work day	62.5%
4 hour work day	50%
3 hour work day	37.5%

3. The Board shall not pay premiums for part-time employees who were employed after February 1, 1992, and who work less than a four (4) hour work day.
4. Effective September, 2000, an employee working fewer than eight (8) hours per day shall have his/her portion of premium costs deducted from payroll. Employees on the 26 pay plan, will have their monthly premium deducted the first and second pay of each month. Employees who are paid September through June, will have their monthly premium deducted the first and second pay of each month and will be responsible for submitting the premium for July and August to the Board Treasurer upon receipt of invoice.
5. The part-time employee shall be required to submit all necessary forms to the Board Treasurer indicating coverage desired and acknowledgment of payroll deductions for that portion of premiums not paid by the Board.
6. The provision regarding prorated premiums shall not apply to any employee under contract with the Board prior to July 1, 1980. Premiums shall continue to be paid in full for those employees. However, the employee will be responsible for any amount due in paragraph (1) of this section on the same prorated basis identified in paragraph (2).

7. It shall be understood that any premiums not paid by the Board shall be paid by the employee through regular payroll deductions.
8. The total premium cost for the \$50,000 term life insurance provided to all employees shall be paid by the Board.

B. Duplicate Benefit Coverage

1. The Board will provide as a fringe benefit coverage as described herein.
2. In the event that the employee and the employee's dependents are covered by a policy from another source and that coverage is equal to or superior to the coverage provided by the Board purchased plan, the employee will not be eligible for dependent coverage at Cuyahoga Heights Schools. The benefit provided in this case will be limited to single coverage and no coverage of dependents will be provided.
3. If at any time the employee's second benefit coverage for dependents is lost or reduced, the Board will again assume the responsibility for dependent coverage immediately.
4. If there is any question as to the equitability of coverage, then the employee and the Superintendent will meet in order to arrive at a mutually acceptable solution.
5. An employee who chooses not to receive the family insurance package will receive a maximum of \$1750 on the final pay period following the completion of that premium year and an employee who chooses not to receive the single insurance package will receive a maximum of \$875 on the final pay period following the completion of that premium year. An employee may also opt not to receive part of the family or single insurance package. If the employee opts not to take part of the family insurance package, he/she shall receive the following compensation in the final pay period following the completion of the premium year: \$1350 for electing not to take hospitalization/major medical coverage; \$150 for electing not to take dental coverage; \$200 for electing not to take prescription drug coverage; and \$50 for electing not to take vision coverage. If the employee opts not to take part of the single insurance package, he/she shall receive the following compensation in the final pay period following the completion of the premium year: \$675 for electing not to take hospitalization/major medical coverage; \$75 for electing not to take dental coverage; \$100 for electing not to take prescription drug coverage; and \$25 for electing not to take vision coverage. The employee may rejoin the group effective the first day of the next month without a waiting period and there shall not be any pre-existing condition exclusion.

C. Coverages

1. The Board will provide health care and other insurance fringe benefits as fully described in Appendix "L."
2. Coverage shall be on the terms specified by the carriers selected by the Board, providing that benefits are not diminished.

- D. CHASE shall have input into the selection of a carrier with the Board making the final decision.

E. Premium Increases

With cooperation of CHAT/OEA/NEA, a Health Cost Containment committee will be created. Representation on the committee will be limited to two (2) CHASE members of their own choosing, their OEA representative, two (2) representatives from the Board of their own choosing, the CHSD Treasurer, and representatives from CHAT. Meetings will be scheduled at mutually agreeable times. The purpose of this committee is to examine ways of cost containment regarding Health Benefits cost increases to the district. The nature of the committee is advisory. This committee will not act as a formal bargaining venue. Any recommendations made by the committee as a whole may be

brought to each constituency for consideration, and any proposed changes to the contract in regards to Health Benefits is subject to ratification by both parties.

F. Working Spouse Exclusion

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 30 hours per week AND is required to pay more than 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 any 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.

Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer or any public retirement plan, as required by this Section, 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 (See Appendix L). 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 Plan of a change in 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 results in the Plan providing benefits to which the employee's spouse is not entitled, the employee will be personally liable to the Plan for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Plan. Any amount to be reimbursed by the offending employee may be deducted from the benefits to which the employee would otherwise be entitled. In addition, the employee's spouse will be terminated immediately from group health insurance and/or prescription drug insurance coverage under the Plan. If an employee submits false information, he/she may be subject to disciplinary action up to and including termination of employment.

COVERED MEDICAL EXPENSES -- See **MEDICAL INSURANCE BOOKLET**

## **ARTICLE XXXI - ATHLETIC/STUDENT ACTIVITY SUPPLEMENTALS**

### **A. Pay Schedule**

Experience placement on the CHAT supplemental pay schedule shall be made consistent with whatever criteria are applicable in the CHAT Agreement. Compensation and the schedule of compensation shall be made consistent with the terms found in the CHAT Agreement. As of the ratification of this Agreement, the pay schedule procedures as found in the CHAT Agreement are as follows:

1. Payment of salary earned under coaching duties will be made in two (2) installments.
  - a. The first installment for all coaches in each sport will be made as follows: Fall Sports – first pay day in October; Winter Sports – second pay day in January; Spring Sports – second pay day in April. When the coach receives a bi-weekly paycheck, the coach's pay will be paid on the same check.
  - b. The second installment for all coaches will be made on an individual basis following the completion and submission of a uniform and equipment inventory to the Co-Curricular Activities Director. The Principal shall send written authorization for payment to the Board Treasurer. When the coach receives a bi-weekly paycheck, the coach's pay will be paid on the same check.
2. In those instances of a supplemental contract for assignment throughout the school year, payment will be made in two (2) equal installments payable the second pay day in January and the second pay day in June with the regular bi-weekly paycheck.
3. In the case of the Co-Curricular Activities Director, payment will be made in equal installments throughout the contract.
4. In those instances of a supplemental contract for a limited period of time during the school year, payment will be made on the payroll following the advisor's completion of the Student Activity Supplemental Contract Completion Form (Appendix F).

Supplemental contract amount will be based on the CHAT supplemental salary schedule and paid per the CHAT agreement.

## **ARTICLE XXXII - FAMILY AND MEDICAL LEAVE ACT (FMLA)**

### **A. Eligibility**

1. An eligible employee may take up to twelve (12) work weeks of unpaid leave ("FMLA Leave") in any school year (July 1 through June 30) for one (1) or more of the following circumstances:
  - a. The birth of an employee's child and to care for the child up to age one;
  - b. The placement of a child with an employee for adoption or foster care, up to a twelve (12) month period after the placement;
  - c. To care for the spouse, child, or parent of an employee when that family member has a serious health condition;
  - d. The employee's inability to perform the functions of the position because of the employee's own serious health condition.
2. To be eligible for FMLA Leave, the employee must:



- a. Have been working for the Board for at least twelve (12) months before the leave request (these do not need to be consecutive months); and
- b. Have worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period preceding the FMLA Leave.

B. Serious Health Condition - Defined

1. "Serious Health Condition" means an illness, injury, impairment, or physical or mental condition that involves:
  - a. *INPATIENT CARE* (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility including any period of *INCAPACITY* (defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery therefrom), or any subsequent treatment in connection with such inpatient care;
  - b. *CONTINUING TREATMENT* by a health care provider. A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:
    - (1) A period of incapacity of more than three (3) consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also involves:
      - (a) Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services
      - (b) Treatment by a health care provider on at least one (1) occasion which results in a regimen of continuing treatment under the supervision of the health care provider
    - (2) Any period of incapacity due to pregnancy, or for prenatal care
    - (3) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:
      - (a) Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
      - (b) Continues over an extended period of time (including recurring episodes of a single underlying condition); and
      - (c) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).
    - (4) A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. (Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.)
    - (5) Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a

condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.). Severe arthritis (physical therapy), kidney disease (dialysis).

- c. Treatment for purposes of paragraph 1 of this section includes (but is not limited to) examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations. A regimen of continuing treatment includes, for example, a course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition (e.g., oxygen). A regimen of continuing treatment that includes the taking of over-the-counter medications (e.g., Aspirin), or bed-rest, drinking fluids, exercise and other similar activities that can be initiated without a visit to a health care provider, is not, by itself, sufficient to constitute a regimen of continuing treatment for purposes of FMLA Leave.
  - d. Conditions for which cosmetic treatments are administered are not "serious health conditions" unless inpatient hospital care is required or unless complications develop. Restorative dental or plastic surgery after an injury or removal of cancerous growths are serious health conditions provided all the other conditions of this section are met. Mental illness resulting from stress or allergies may be serious health conditions, but only if all the conditions of this section are met.
  - e. Substance abuse may be a serious health condition if the conditions of this section are met. However, FMLA Leave may only be taken for treatment for substance abuse by a health care provider or by a provider of health care services on referral by a health care provider. Absence because of the employee's use of the substance, rather than for treatment, does not qualify for FMLA Leave.
  - f. Absences attributable to incapacity under paragraphs B 1 b (2) and (3) qualify for FMLA Leave even though the employee or the immediate family member does not receive treatment from a health care provider during the absence, and even if the absence does not last more than three days. (Examples: an employee with asthma may be unable to report for work due to the onset of an asthma attack or because the employee's health care provider has advised the employee to stay home when the pollen count exceeds a certain level; a pregnant employee may be unable to report to work because of severe morning sickness.)
2. "Health Care Provider" is defined as:
- a. A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the state in which the doctor practices; or
  - b. Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by x-ray to exist) authorized to practice in the state and performing within the scope of their practice as defined under state law; and
  - c. Nurse practitioners and nurse-midwives who are authorized to practice under state law and who are performing within the scope of their practice as defined under state law; and
  - d. Christian Science practitioners listed with the First Church of Christ Scientist in Boston, Massachusetts.
3. Voluntary or cosmetic treatments (such as most treatments for orthodontia or acne) which are not medically necessary are not "Serious Health Conditions," unless inpatient hospital care is required. Treatments for allergies or stress, or for substance abuse, are serious health conditions if all the conditions of the regulation are met. Prenatal care is included as

a serious health condition. Routine preventive physical examinations are excluded.

4. In cases in which the Board employs both the husband and wife, the total amount of FMLA Leave for the couple for the birth or placement of a child or to care for an ill parent (not "parent-in-law") is limited to a total of twelve (12) weeks. Where the husband and wife both use a portion of the total twelve (12) week FMLA Leave entitlement for one (1) of the reasons in this paragraph, the husband and wife would each be entitled to the difference between the amount he or she has taken individually under this paragraph and twelve (12) weeks for FMLA Leave for a purpose other than those contained in this paragraph.
5. FMLA does not limit or enlarge entitlement to paid or unpaid leave for which an employee is otherwise eligible under the Agreement.

C. Notice

1. The employee shall provide the Superintendent or his/her designee with no fewer than thirty (30) days prior written notice to take unpaid FMLA Leave for the birth or placement of a child when the employee's need for leave is foreseeable.
2. Whenever unpaid FMLA Leave is necessitated by the serious health condition of the employee or her/his family member and is foreseeable based upon planned medical treatment, the employee shall provide the Superintendent or his/her designee with no fewer than thirty (30) days prior written certification (Appendix G or Appendix H) issued by a health care provider to support her/his request for leave. If an employee requires intermittent leave or a reduced work schedule as set forth below, the employee shall provide the Superintendent or his/her designee with no fewer than thirty (30) days prior written certification (Appendix I) if the need for leave is foreseeable.
3. If the employee's need for leave is not foreseeable, notice must be given as soon as both possible and practical, taking into account all of the facts and circumstances in the individual case. It is expected that an employee will give notice to the Superintendent or his/her designee within one (1) or two (2) working days of learning of the need for leave, except in extraordinary circumstances. The employee should provide notice to the Superintendent or his/her designee either in person or by phone, telegraph, facsimile ("FAX") machine or other electronic means. Notice may be given by the employee's representative (e.g., a spouse, family member, or other responsible party) if the employee is unable to do so personally.

D. Calculation of Total Unpaid/paid FMLA Leave

1. The Board shall require that paid sick leave taken under the Article entitled Leaves and Absence of this Agreement shall be counted as FMLA Leave if (1) the reasons for taking it qualify as FMLA reasons and (2) if the employee had been notified by the Superintendent or his/her designee while on paid sick leave that this leave would be counted as FMLA Leave.
2. Where an employee has earned paid sick leave days, this paid leave shall be substituted to care for a family member or for the employee's own serious health condition.
3. When an employee has been on sick leave that qualifies as a serious health condition, the employee will be notified by the Superintendent or his/her designee that the sick leave days qualify as FMLA Leave. If the employee does not believe he/she meets the FMLA criteria, the employee must notify the Superintendent or designee within fifteen (15) days of receiving the notice and explain why her/his use of sick leave does not meet the FMLA criteria. If the Superintendent or designee does not respond, the personnel file of the employee will be corrected to reflect that the sick leave use shall not be considered FMLA Leave. Failure of the employee to seek a correction from the Superintendent or designee within fifteen (15) days of the notice will result in a conclusion that the paid sick time shall be counted for purposes for FMLA Leave.

E. Intermittent Leave and Reduced-Work Schedule

1. Intermittent leave means leave taken in separate periods of time due to a single illness or injury, rather than for one continuous period of time, and may include leave of periods from an hour or more to several weeks. Examples of intermittent leave would include leave taken on an occasional basis for medical appointments, or leave taken several days at a time spread over a period of six months, such as for chemotherapy.
2. When medically necessary, an employee may take intermittent FMLA Leave or a reduced-work schedule to care for a spouse, child, or parent who has a serious health condition, or if the employee has a serious health condition. The employee shall make reasonable efforts to schedule treatment so as not to unduly disrupt the regular operations of the Board.
3. Where FMLA Leave is taken because of birth or placement for adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule only if the Board agrees.
4. Where an employee who is principally employed in an instructional capacity requests intermittent FMLA Leave or FMLA Leave on a reduced-work schedule, and where the employee would be on FMLA Leave for more than 20% of the total number of working days over the period during which the FMLA Leave would extend, such employee must elect either:
  - a. To take FMLA Leave for a period or periods of a particular duration, not greater than the duration of the planned medical treatment; or
  - b. To transfer temporarily to an available alternative position (if any) offered by the Board for which the employee is qualified, as long as the alternate position has equivalent pay and benefits and the Board has determined that this alternate position better accommodates recurring periods of leave than the regular employment position of the employee.

F. Leave Near End of Semester

1. If an employee begins any unpaid FMLA Leave more than five (5) weeks prior to the end of a semester, the Board may require the employee continue taking leave until the end of the semester, if:
  - a. The leave is of at least three (3) weeks duration, and
  - b. The return to employment would occur during the three (3) week period before the end of the semester.
2. If an employee begins unpaid FMLA Leave for purposes of the birth or placement of a child or in order to care for a spouse, child or parent during the period that commences five (5) weeks prior to the end of the semester, the Board may require the employee to continue taking unpaid FMLA Leave until the end of the semester, if:
  - a. The unpaid FMLA Leave is of greater than two (2) weeks duration, and
  - b. The return to employment would occur during the two-week period before the end of the semester.
3. If an employee begins unpaid FMLA Leave because of the birth or placement of a child or in order to care for a spouse, child for a serious medical condition during the period that commences three (3) weeks prior to the end of the semester and the duration of the unpaid FMLA Leave is greater than five (5) working days, the BOARD may require the employee to continue to take leave until the end of the semester.

4. When an employee is required to take leave until the end of a semester and the employee's leave entitlement under unpaid FMLA ends before the involuntary leave period is completed, the Board is required to maintain health benefits and must restore the employee and provide other FMLA entitlements when the period of leave ends.

G. Medical Opinion

For unpaid FMLA Leave the Board retains the right, at its own expense, to require the employee to obtain the opinion of a second health care provider designated by the Board. If the second opinion is in conflict with the first, the Board may request, at the Board's expense, the employee to see a mutually agreed upon health care provider to give a final and binding opinion regarding eligibility for unpaid FMLA Leave. The employee and Board must each act in good faith to attempt to reach agreement on whom to select for the third opinion provider. If the Board does not attempt in good faith to reach agreement, the Board will be bound by the first certification. If the employee does not attempt in good faith to reach agreement, the employee will be bound by the second certification.

H. Benefits

The Board shall maintain coverage under the group health plan for the duration of the unpaid FMLA Leave at the level and under the conditions that would have been provided if the employee had continued to work and not taken leave. These group health plans include hospitalization, major medical, dental, prescription drug, and vision. The employee may opt to continue the life insurance coverage, but payment of the life insurance premium will be at the employee's own expense. Payment of the employee's required contribution toward the premium (if any) is due the first day of each month. Failure to make payment within thirty (30) days will result in termination of coverage during the unpaid FMLA Leave. The employee shall not accrue seniority, sick leave or any other employment benefits during the unpaid FMLA Leave.

I. Return to Work

1. When an employee is medically able to return to work after a serious health condition for unpaid FMLA Leave, she/he shall provide the Board with a statement from her/his health care provider (Appendix J) that the employee is able to resume the job functions for her/his position.
2. At the end of unpaid FMLA Leave, the Board shall restore the employee to the same or to an equivalent position with equal benefits, pay and other terms and conditions of employment.
3. Should an employee not return to work at the end of the unpaid FMLA Leave or contractual leave that is adjacent to the FMLA Leave for reasons other than the continuation, recurrence, or onset of the serious health condition that gave rise to the leave or for circumstances beyond the employee's control, the employee shall reimburse the Board for the health insurance premiums paid by the Board during the unpaid FMLA Leave period. An employee shall be required to support her/his claim of inability to return to work because of the continuation, recurrence, or onset of the serious health condition. Certification (Appendix G) from the employee's health care provider shall be provided in a timely manner, and no later than thirty (30) days after the claimed inability to return. If this certification is not provided in a timely manner, the Board may recover the health benefit premiums it paid during the period of unpaid FMLA Leave.

J. Inconsistencies Between the Agreement and FMLA

All terms which are not defined in Article XVI of the Agreement shall have the same meaning as those terms defined in the Family and Medical Leave Act of 1993. If there are any inconsistencies between Article XVI of the Agreement and the Family and Medical Leave Act of 1993, the Family and Medical Leave Act of 1993 shall prevail.

**ARTICLE XXXIII - SALARY / WAGE SCHEDULES**  
**CUYAHOGA HEIGHTS LOCAL SCHOOLS**

**TRADESMAN I / MECHANIC**

<u>STEP</u>	<u>2021-2022</u>	<u>2022-2023</u>	<u>2023-2024</u>
1	0	0	0
2	0	0	0
3	0	0	0
4	0	0	0
5	50,210	51,214	52,238
6	51,089	52,111	53,153
7	51,983	53,023	54,083
8	52,894	53,952	55,031
9	53,819	54,895	55,993
10	54,760	55,855	56,972
11	55,719	56,833	57,970
12	56,694	57,828	58,984
13	57,686	58,840	60,017
14	58,697	59,871	61,068
15	59,723	60,917	62,135
16	60,767	61,982	63,222
17	61,830	63,067	64,328
18	62,914	64,172	65,455
19	64,015	65,295	66,601
20	65,136	66,439	67,768
21	66,274	67,600	68,952
22	67,434	68,783	70,158
23	68,612	69,984	71,384
24	69,814	71,211	72,635
25	71,035	72,456	73,905
26	72,278	73,724	75,198

**WORK SCHEDULE:** 260 Days  
8 hours per day plus one-half hour lunch period  
Should the number of work days (including holidays) exceed 260 days, compensation (at the employee's daily rate) will be paid with the last pay of the employee's contract.

**CAREER INCREMENTS:** \$500 beginning the 16th, 21st, and 26th year of service  
\$1,000 beginning the 30th year of service

**SHIFT PREMIUM:** 5% added to salary while assigned to second shift  
(begins at 2:30 p.m. Monday through Friday).

10% added to salary while assigned to Tuesday through Saturday starting Sunday of that work week.

EXTRA BUS RUNS:

See wage schedule "Extra Bus Runs."

**ARTICLE XXXIII - SALARY / WAGE SCHEDULES****CUYAHOGA HEIGHTS LOCAL SCHOOLS****TRADESMAN II**

<u>STEP</u>	<u>2021-2022</u>	<u>2022-2023</u>	<u>2023-2024</u>
1	0	0	0
2	0	0	0
3	45,848	46,765	47,701
4	46,651	47,584	48,536
5	47,467	48,417	49,385
6	48,298	49,264	50,250
7	49,143	50,125	51,128
8	50,123	51,125	52,148
9	50,877	51,894	52,932
10	51,768	52,803	53,859
11	52,674	53,727	54,802
12	53,598	54,670	55,763
13	54,534	55,625	56,738
14	55,490	56,599	57,731
15	56,462	57,591	58,743
16	57,449	58,598	59,770
17	58,455	59,624	60,817
18	59,478	60,667	61,881
19	60,518	61,728	62,963
20	61,579	62,810	64,066
21	62,657	63,910	65,188
22	63,755	65,030	66,330
23	64,870	66,167	67,490

WORK SCHEDULE: 260 Days  
8 hours per day plus one-half hour lunch period  
Should the number of work days (including holidays) exceed 260 days, compensation (at the employee's daily rate) will be paid with the last pay of the employee's contract.

CAREER INCREMENTS: \$500 beginning the 16th, 21st, and 26th year of service  
\$1,000 beginning the 30th year of service

SHIFT PREMIUM: 5% added to salary while assigned to second shift (begins at 2:30 p.m. Monday through Friday).  
  
10% added to salary while assigned to Tuesday through Saturday starting Sunday of that work week.

EXTRA BUS RUNS: See wage schedule "Extra Bus Runs."

To move from Tradesman II to Tradesman I:



1. 10 years of service
2. Good knowledge and skills for school districts (electrical, plumbing, etc.)
3. Good attendance record
4. Good job evaluation

**ARTICLE XXXIII - SALARY / WAGE SCHEDULES****CUYAHOGA HEIGHTS LOCAL SCHOOLS****CUSTODIAN III**

<u>STEP</u>	<u>2021-2022</u>	<u>2022-2023</u>	<u>2023-2024</u>
1	41,917	42,755	43,610
2	42,650	43,503	44,373
3	43,397	44,265	45,151
4	44,157	45,040	45,941
5	44,930	45,829	46,745
6	45,715	46,629	47,561
7	46,516	47,447	48,396
8	47,329	48,276	49,241
9	48,157	49,120	50,102
10	49,001	49,981	50,981
11	49,857	50,855	51,872
12	50,731	51,746	52,781
13	51,619	52,651	53,704
14	52,522	53,572	54,644
15	53,440	54,509	55,599
16	54,374	55,462	56,571
17	55,327	56,434	57,563
18	56,294	57,419	58,568
19	57,277	58,423	59,591
20	58,283	59,449	60,638
21	59,304	60,490	61,700

**WORK SCHEDULE:** 260 Days  
8 hours per day plus one-half hour lunch period  
Should the number of work days (including holidays) exceed 260 days, compensation (at the employee's daily rate) will be paid with the last pay of the employee's contract.

**CAREER INCREMENTS:** \$500 beginning the 16th, 21st, and 26th year of service  
\$1,000 beginning the 30th year of service

**SHIFT PREMIUM:** 5% added to salary while assigned to second shift  
(begins at 2:30 p.m. Monday through Friday).  
  
10% added to salary while assigned to Tuesday through Saturday starting Sunday of that work week.

**EXTRA BUS RUNS:** See wage schedule "Extra Bus Runs."

To move from Custodian III to Tradesman II:

1. Mandatory boiler license

2. Mandatory CDL
3. Must complete two 65-hour in-service trainings
4. Good attendance record
5. Good job evaluation

**ARTICLE XXXIII - SALARY / WAGE SCHEDULES**  
**CUYAHOGA HEIGHTS LOCAL SCHOOLS**

**SECRETARY - 260 DAYS**

<u>STEP</u>	<u>2021-2022</u>	<u>2022-2023</u>	<u>2023-2024</u>
1	40,291	41,097	41,919
2	41,095	41,916	42,755
3	41,916	42,754	43,609
4	42,756	43,611	44,483
5	43,612	44,484	45,373
6	44,483	45,373	46,281
7	45,373	46,281	47,206
8	46,283	47,209	48,153
9	47,208	48,152	49,116
10	48,153	49,116	50,098
11	49,116	50,098	51,100
12	50,095	51,097	52,119
13	51,099	52,121	53,164
14	52,122	53,164	54,228
15	53,165	54,228	55,313
16	54,228	55,313	56,419
17	55,313	56,419	57,548
18	56,420	57,548	58,699
19	57,548	58,698	59,872
20	58,697	59,871	61,068
21	59,872	61,069	62,291
22	61,068	62,290	63,535
23	62,290	63,536	64,807

WORK SCHEDULE: 260 Days (including 12 holidays)  
8 hours per day plus one-half hour lunch period  
7 hours per day plus one-half hour lunch period  
(10 weeks during the year)  
Should the number of work days (including holidays)  
exceed 260 days, compensation (at the employee's  
daily rate) will be paid with the last pay of the  
employee's contract.

CAREER INCREMENTS: \$550 beginning the 16th, 21st, and 26th year of service  
\$850 beginning the 30th year of service

**ARTICLE XXXIII - SALARY / WAGE SCHEDULES**  
**CUYAHOGA HEIGHTS LOCAL SCHOOLS**

**SECRETARY - 10 1/2 Months**

<u>STEP</u>	<u>2021-2022</u>	<u>2022-2023</u>	<u>2023-2024</u>
1	35,022	35,722	36,437
2	35,720	36,434	37,163
3	36,434	37,163	37,906
4	37,163	37,906	38,664
5	37,908	38,666	39,439
6	38,666	39,440	40,228
7	39,439	40,228	41,032
8	40,229	41,034	41,854
9	41,032	41,853	42,690
10	41,855	42,692	43,546
11	42,693	43,547	44,418
12	43,544	44,415	45,303
13	44,415	45,303	46,209
14	45,304	46,210	47,134
15	46,210	47,134	48,077
16	47,136	48,079	49,040
17	48,078	49,040	50,020
18	49,041	50,022	51,022
19	50,021	51,021	52,042
20	51,020	52,040	53,081
21	52,040	53,081	54,142
22	53,082	54,144	55,227
23	54,142	55,225	56,329

WORK SCHEDULE: 226 days (including 11 holidays) (10 1/2 months)  
8 hours per day plus one-half hour lunch period  
187 required teacher days plus additional days:  
fifteen days before the scheduled teacher days  
thirteen days after scheduled teacher days  
7 hours per day plus one-half hour lunch period,  
4 weeks during the year.  
Attendance at evening open house is expected with compensation.

CAREER INCREMENTS: \$550 beginning the 16th, 21st, and 26th year of service  
\$850 beginning the 30th year of service

**ARTICLE XXXIII - SALARY / WAGE SCHEDULES**  
**CUYAHOGA HEIGHTS LOCAL SCHOOLS**

**TEACHER ASSISTANT**

<u>STEP</u>	<u>2021-2022</u>	<u>2022-2023</u>	<u>2023-2024</u>
1	28,895	29,473	30,062
2	29,472	30,061	30,663
3	30,064	30,665	31,279
4	30,662	31,275	31,901
5	31,279	31,905	32,543
6	31,904	32,542	33,193
7	32,540	33,191	33,855
8	33,192	33,856	34,533
9	33,854	34,531	35,222
10	34,532	35,223	35,927
11	35,222	35,926	36,645
12	35,929	36,648	37,381
13	36,646	37,379	38,126
14	37,378	38,126	38,888
15	38,128	38,891	39,668
16	38,890	39,668	40,461
17	39,666	40,459	41,269
18	40,462	41,271	42,097
19	41,269	42,094	42,936
20	42,095	42,937	43,796

WORK SCHEDULE:                      204 Days (including 8 holidays) (9 1/2 months)  
8 hours per day plus one-half hour lunch period

187 required teacher days plus additional days:  
five days before the start of scheduled teacher days and  
four days following the last scheduled teacher day  
Attendance at evening open house is expected with  
compensation.

CAREER INCREMENTS:                \$367 beginning the 16th, 21st, and 26th year of service  
\$604 beginning the 30th year of service

**ARTICLE XXXIII - SALARY / WAGE SCHEDULES**  
**CUYAHOGA HEIGHTS LOCAL SCHOOLS**

**MONITORS / POOL MANAGERS**

<u>STEP</u>	<u>2021-2022</u>	<u>2022-2023</u>	<u>2023-2024</u>
1	13.01	13.27	13.54
2	13.39	13.66	13.93
3	13.77	14.05	14.33
4	14.19	14.47	14.76
5	14.61	14.90	15.20
6	15.05	15.35	15.65
7	15.49	15.80	16.12
8	15.97	16.29	16.62
9	16.49	16.82	17.16
10	16.98	17.32	17.67
11	17.49	17.84	18.20

**WORK SCHEDULE:**

Days school is in session for students  
(or as assigned)  
Minimum of two  
(2) hours per day.

**CAREER INCREMENTS:**

17 cents per hour at the beginning of the 6th and 11th  
year of service.

22 cents per hour at the beginning of the 16th and 21st  
year of service.

**ARTICLE XXXIII - SALARY / WAGE SCHEDULES**

**CUYAHOGA HEIGHTS LOCAL SCHOOLS**

**CLEANING / CAFETERIA**

STEP	2021-2022	2022-2023	2023-2024
1	13.03	13.56	14.10
2	13.41	13.95	14.50
3	13.81	14.36	14.94
4	14.23	14.80	15.39
5	14.66	15.25	15.86
6	15.10	15.70	16.33
7	15.55	16.17	16.82
8	16.02	16.66	17.32
9	16.49	17.15	17.84
10	16.98	17.66	18.37
11	17.47	18.17	18.90

WORK SCHEDULE: Days school is in session for students  
Hours per day upon assignment.

CAREER INCREMENTS: 25 cents per hour at the beginning of the 6th and 11th  
year of service.

30 cents per hour at the beginning of the 16th and 21st  
year of service.

HEAD COOK / CASHIER: 50 cents per hour added when assigned as  
Head Cook / Cashier

SUMMER WORK A cleaning employee working during the summer shall be paid  
their hourly rate.



**ARTICLE XXXIII - SALARY / WAGE SCHEDULES**  
**CUYAHOGA HEIGHTS LOCAL SCHOOLS**

**SALARY - BUS DRIVER**

<u>STEP</u>	<u>2021-2022</u>	<u>2022-2023</u>	<u>2023-2024</u>
1	17,743	18,098	18,460
2	18,143	18,506	18,876
3	18,551	18,922	19,301
4	18,969	19,348	19,735
5	19,398	19,786	20,181
6	19,835	20,232	20,636
7	20,281	20,687	21,100
8	20,738	21,153	21,576
9	21,204	21,628	22,060
10	21,680	22,114	22,556
11	22,169	22,612	23,064
12	22,667	23,120	23,583
13	23,177	23,641	24,113
14	23,699	24,173	24,657
15	24,232	24,717	25,211
16	24,779	25,274	25,780
17	25,336	25,842	26,359

WORK SCHEDULE: Days school is in session for students  
Hours per day depends upon assignment  
Half-time driver - 4 hours per day  
Full-time driver - 8 hours per day

CAREER INCREMENTS: \$355 beginning the 16th, 21st, and 26th year of service  
\$685 beginning the 30th year of service

EXTRA BUS RUNS: See wage schedule "Extra Bus Runs"

Employees on contract for 1996-1997 school year, will be assigned the same number of hours in the future.

All employees hired after 7-1-97 will be "per hours assigned" and paid per the hour.

Salary reflects half time driver salary. A full time salary 8 hour driver would be double the above schedule.

**ARTICLE XXXIII - SALARY / WAGE SCHEDULES**

**CUYAHOGA HEIGHTS LOCAL SCHOOLS**

**HOURLY - BUS DRIVERS / SPECIAL ED DRIVERS**

<u>STEP</u>	<u>2021-2022</u>	<u>2022-2023</u>	<u>2023-2024</u>
1	23.24	23.70	24.18
2	23.75	24.22	24.71
3	24.28	24.77	25.26
4	24.83	25.32	25.83
5	25.38	25.89	26.41
6	25.95	26.47	27.00
7	26.52	27.05	27.60
8	27.12	27.66	28.22
9	27.73	28.29	28.85
10	28.37	28.94	29.52
11	28.99	29.57	30.16
12	29.67	30.26	30.87
13	30.31	30.92	31.53
14	31.01	31.63	32.26
15	31.69	32.33	32.97
16	32.40	33.05	33.71
17	33.15	33.81	34.49

WORK SCHEDULE: Days school is in session for students  
Hours per day depends upon assignments

CAREER INCREMENTS: \$355 beginning the 16th, 21st, and 26th year of service  
\$685 beginning the 30th year of service  
Increments paid in three equal installments

EXTRA BUS RUNS: See wage schedule "Extra Bus Runs"

All employees hired after 7-1-97 will be "per hours assigned" and paid per the hour.

TRANSPORTATION  
COORDINATOR:

Step 1 x .20 x 200 x 8 = AM stipend 0-9 years of service  
Step 1 x .30 x 200 x 8 = AM stipend 10+ years of service  
Step 1 x .12 x 200 x 8 = PM stipend 0-4 years of service

Step 1 x .15 x 200 x 8 = PM stipend 5+ years of service

**ARTICLE XXXIII - SALARY / WAGE SCHEDULES**

**CUYAHOGA HEIGHTS LOCAL SCHOOLS**

**BUS WASHER**

<u>2021-2022</u>	<u>2022-2023</u>	<u>2023-2024</u>
12.00	12.24	12.48

WORK SCHEDULE: Maximum of 15 hours per week

**ARTICLE XXXIII - SALARY / WAGE SCHEDULES**  
**CUYAHOGA HEIGHTS LOCAL SCHOOLS**

**EXTRA BUS RUNS**

	2021-2022	2022-2023	2023-2024
	22.34	22.79	23.24

WORK SCHEDULE: Applies to bus drivers, custodians, and tradesmen for extra bus runs beyond the employee's regular assigned work schedule.

Use of Sick Days related to Overtime Premium Pay for Extra Bus Runs

Full-time regular route drivers must work 40 hours in each of the weeks in the pay period to get the overtime rate; otherwise, they get straight time. However, if they are assigned an extra bus trip, they will get the overtime rate.

#### ARTICLE XXXIV - DURATION & AGREEMENT PROVISIONS


- A. This Agreement shall be effective as of July 1, 2021 following ratification by both parties and written execution hereof and remain in full force and effect through June 30, 2024.
- B. If any provisions of this document shall be found contrary to law, by a court of competent jurisdiction, then that provision or application shall be deemed invalid except to the extent permitted by law. The parties shall meet within ten (10) days for the purpose of renegotiating the provision deemed contrary to law. All other provisions of Chapter 4117 of the Ohio Revised Code apply unless specifically agreed otherwise in writing in this collective bargaining agreement.
- C. The undersigned persons representing the Cuyahoga Heights School Board of Education and the Cuyahoga Heights Association of Support Employees have met and agreed to the provisions set forth in this Agreement.
- D. This Agreement supersedes and cancels all previous Agreements verbal or written or based on alleged past practices between CHASE and the Board and constitutes the entire Agreement between the parties. Any amendment or Agreement supplemental hereto shall not be binding on either party unless executed in writing by both parties.
- E. CHASE and the Board will share the cost of printing this Agreement.

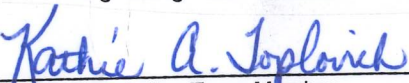
CUYAHOGA HEIGHTS  
ASSOCIATION OF SUPPORT EMPLOYEES

By   
President

By   
Negotiating Team Member


By   
Negotiating Team Member


By   
Negotiating Team Member

By   
Negotiating Team Member

BOARD OF EDUCATION

By   
President

By   
Superintendent

By   
Treasurer

By   
Negotiating Team Member

Date of Ratification: June 23, 2021

Date of Ratification: June 23, 2021

**APPENDIX A**

**CUYAHOGA HEIGHTS ASSOCIATION OF SUPPORT EMPLOYEES**

**GRIEVANCE FORM**

**Complaint by the Aggrieved**

(Type or Print)

Aggrieved Person \_\_\_\_\_ Date \_\_\_\_\_

Home Address of  
Aggrieved Person \_\_\_\_\_ Phone \_\_\_\_\_

School \_\_\_\_\_ Principal \_\_\_\_\_

Years in School System \_\_\_\_\_ Subject Area or Grade \_\_\_\_\_

Name of Association  
School Representative \_\_\_\_\_

**STATEMENT OF GRIEVANCE:**

**ACTION REQUESTED:**

**ADMINISTRATIVE DISPOSITION:**

\_\_\_\_\_  
(Signature of Aggrieved)

## APPENDIX B

### **REQUEST FOR PERSONAL LEAVE** **CUYAHOGA HEIGHTS SCHOOLS**

Please prepare this form and return to your respective building principal/supervisor. A signed copy will be returned to you by the Superintendent upon approval.

Name [print] \_\_\_\_\_

\_\_\_\_\_ 1/4 day (Time: from \_\_\_\_\_ to \_\_\_\_\_)  
Date of Absence \_\_\_\_\_ 1/2 day (Time: from \_\_\_\_\_ to \_\_\_\_\_)  
\_\_\_\_\_ 3/4 day (Time: from \_\_\_\_\_ to \_\_\_\_\_)  
\_\_\_\_\_ Full Day \_\_\_\_\_

1. Any of the three (3) personal leave days shall be granted to transact necessary personal business or to attend to affairs of a personal nature. However, personal leave may not be granted:
- To extend in any way a vacation/holiday listed on the school calendar.
  - For the employee to conduct or apply for other gainful employment business.
  - For any reason that would fall under "sick leave."

\_\_\_\_\_ I am requesting Personal Leave pursuant to the general guidelines listed above.

2. Personal leave days that EXTEND before or after a VACATION / HOLIDAY DAY(S) listed on the school calendar may only be used for one of the specific reasons stated below.

Funeral for persons not covered under sick leave  
Day of marriage of employee or member of employee's immediate family  
Emergency / Unplanned travel conditions which made it impossible to report as assigned  
Graduation or honors ceremonies of employee or member of employee's immediate family  
Required appearance in court, except when the employee is a defendant in a job-related criminal action  
Required appearance for the settlement of an estate  
Act of nature or accident to employee's house or utilities that would create a hazardous condition, if not corrected immediately  
Business involved with the legal transfer, purchase, or sale of a home or real estate  
Observance of a recognized religious holiday (1 day of use counts as 1/2 day deduction)  
Legal transactions to which employee is a party and which cannot be completed after the school day  
For attending educational conferences concerning the employee's child or children  
Emergency child care/supervision or other "urgent" family obligation not covered by sick leave  
Relocation  
\*For other emergency or "Act of God" situations determined by the Superintendent to fall into the intent of this personal leave (\*state reason below).

\_\_\_\_\_ I am requesting Personal Leave before or after a vacation / holiday day(s) listed on the school calendar for one of the specified reasons listed above.

\*Please state reason for emergency or an "Act of God" reason:

\_\_\_\_\_

3. Additional personal leave days may be granted for an emergency situation or a situation beyond the employee's control after the situation is discussed with the Superintendent/designee (see Article XXI).

\_\_\_\_\_ I am requesting Personal Leave for \_\_\_\_\_ day(s) in excess of the three (3) days due to an emergency situation or a situation over which I have no control. I understand that for each day(s) granted in excess of three (3) personal days, one day of sick leave shall be deducted from my accumulated sick leave.

I certify the Personal Leave is in accordance with the Personal Leave Article (Article XXI):

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Principal's/Supervisor's Approval/Date

\_\_\_\_\_  
Date Signed by Employee

\_\_\_\_\_  
Superintendent's Approval/Date

This form is to be completed and forwarded to the employee's supervisor NO LATER THAN THREE DAYS prior to the leave day requested, unless a proven emergency exists.



**APPENDIX C**

CUYAHOGA HEIGHTS LOCAL SCHOOL DISTRICT

TUITION ASSISTANCE PROGRAM

EMPLOYEE'S NAME \_\_\_\_\_ DATE FORM COMPLETED

COURSEWORK TO BE TAKEN:\*

COURSE TITLE \_\_\_\_\_ HOURS \_\_\_\_\_ QTR./SEM.

COURSE TITLE \_\_\_\_\_ HOURS \_\_\_\_\_ QTR./SEM.

COURSE TITLE \_\_\_\_\_ HOURS \_\_\_\_\_ QTR./SEM.

NAME OF COLLEGE/UNIVERSITY \_\_\_\_\_

DATE COURSEWORK WILL BE TAKEN \_\_\_\_\_

\*PLEASE ATTACH A BRIEF DESCRIPTION OF THE COURSE

\_\_\_\_\_  
SIGNATURE OF EMPLOYEE

\_\_\_\_\_  
SIGNATURE OF SUPERINTENDENT

\_\_\_\_\_  
DATE

**APPENDIX C-1**

**CUYAHOGA HEIGHTS LOCAL SCHOOL DISTRICT**

**Request for Workshop/Seminar Classes**

Employee's Name \_\_\_\_\_  
(Please print)

Description of Workshop/Seminar Class to be taken: -- or attach information

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of Workshop/Seminar \_\_\_\_\_

From \_\_\_\_\_ A.M. to \_\_\_\_\_ P.M.

Place of Workshop/Seminar \_\_\_\_\_

Number of Clock Hours \_\_\_\_\_

\_\_\_\_\_  
Signature of Employee                      Date

\_\_\_\_\_  
Supervisor's Signature                      Date  
(for notification purposes only)

\_\_\_\_\_  
Approved by Superintendent                      Date

Mandatory Workshop    Yes \_\_\_\_\_ No \_\_\_\_\_    Board approval not required

Optional workshop        Yes \_\_\_\_\_ No \_\_\_\_\_    Board Approved \_\_\_\_\_

**APPENDIX D**

**CUYAHOGA HEIGHTS LOCAL SCHOOL DISTRICT**

**APPLICATION FOR USE OF SICK LEAVE**

EMPLOYEE'S NAME \_\_\_\_\_ DATE \_\_\_\_\_

IT IS THE RESPONSIBILITY OF THE EMPLOYEE TO FILE THIS STATEMENT WITH THE SCHOOL TREASURER UPON THE DATE OF RETURN. SALARY DEDUCTIONS MAY BE MADE IF THIS FORM IS NOT COMPLETED.

\* \* \* \* \*

**AFFIDAVIT**

☐ PERSONAL

☐ Illness

☐ Injury

☐ Work-related injury

☐ FAMILY

☐ DEATH IN IMMEDIATE FAMILY

\* \* \* \* \*

I hereby request \_\_\_\_\_ days of sick leave on the following dates:

\_\_\_\_\_, 19\_\_\_\_\_.

Employee Signature \_\_\_\_\_

\* \* \* \* \*

The above employee is hereby making application for the use of sick leave as provided in Section 3319.141 Ohio Revised Code, and, that the use of sick leave is justified for the above reasons. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the dates when he/she was consulted (Ohio Revised Code 3319.141).

**APPENDIX E**

CUYAHOGA HEIGHTS LOCAL SCHOOL DISTRICT

Association Leave Request Form

Name\_\_\_\_\_

Date(s) Requested as Association Leave\_\_\_\_\_

To Attend\_\_\_\_\_

\_\_\_\_\_  
Signature of Employee Requesting Leave      Date

\_\_\_\_\_  
CHASE President's Signature      Date

\_\_\_\_\_  
Superintendent's Signature      Date

**APPENDIX F**

CUYAHOGA HEIGHTS LOCAL SCHOOL DISTRICT

Supplemental Contract Completion Form

(Limited Period of Time)

Date\_\_\_\_\_

This is to verify that\_\_\_\_\_has completed his/her responsibilities  
as\_\_\_\_\_and should be compensated for such duties in accordance with the negotiated agreement.

\_\_\_\_\_  
Signature of Building Principal

**APPENDIX G**

**CUYAHOGA HEIGHTS LOCAL SCHOOL DISTRICT**

**HEALTH CARE PROVIDER'S CERTIFICATION FOR EMPLOYEE'S SERIOUS HEALTH CONDITION**

To Health Care Provider: \_\_\_\_\_ (Employee has applied for family or medical leave from the Cuyahoga Heights Local School District. Employee is employed as a \_\_\_\_\_(name of position).

Please complete the information outlined below so that the employee's eligibility can be determined.

I hereby certify that I have physically examined Employee and have determined that she/she has a serious health condition.

This serious health condition began on \_\_\_\_\_(Date) and will continue until \_\_\_\_\_(Date).

(Indicate whether actual \_\_\_\_\_ or estimated \_\_\_\_\_.

Please provide appropriate medical facts: (attach separate sheet if necessary)

I also certify that the Employee is unable to perform the essential job functions of her/his position.

The Employee will continue to be under my care for treatment, and I will give Cuyahoga Heights Local School District a monthly update in writing on the Employee's condition.

\_\_\_\_\_  
Health Care Provider (Please print or type.)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Telephone Number                      Date

Return this form to:

Superintendent, Cuyahoga Heights  
Local Board of Education  
4820 East 71<sup>st</sup> Street  
Cuyahoga Heights, Ohio 44125

**APPENDIX H**

**CUYAHOGA HEIGHTS LOCAL SCHOOL DISTRICT**

**HEALTH CARE PROVIDER'S CERTIFICATION FOR SERIOUS HEALTH CONDITION OF EMPLOYEE'S SPOUSE,  
CHILD, OR PARENT**

To Health Care Provider: \_\_\_\_\_(Employee) has applied for family or medical leave from the Cuyahoga Heights Local School district. Please complete the information outlined below so that the employee's eligibility can be determined.

I hereby certify that Employee is needed to care for her/his child/spouse/parent because such relative has a serious health condition.

This serious health condition began on \_\_\_\_\_(Date) and will continue until \_\_\_\_\_(Date).

(Indicate whether actual \_\_\_\_\_ or estimated \_\_\_\_\_).

Please provide appropriate medical facts and indicate why Employee is needed to care for the relative: (attach separate sheet if necessary).

The Employee will have to care for her/his relative until \_\_\_\_\_(Date).

(Indicate whether actual \_\_\_\_\_ or estimated \_\_\_\_\_.)

\_\_\_\_\_  
Health Care Provider (Please print or type.)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Telephone Number                      Date

Return this form to:

Superintendent, Cuyahoga Heights  
Local Board of Education  
4820 East 71<sup>st</sup> Street  
Cuyahoga Heights, Ohio 44125

**APPENDIX I**

**CUYAHOGA HEIGHTS LOCAL SCHOOL DISTRICT**

**HEALTH CARE PROVIDER'S CERTIFICATION FOR EMPLOYEE REQUEST FOR INTERMITTENT LEAVE OR  
REDUCED-WORK SCHEDULE**

To Health Care Provider: \_\_\_\_\_ (Employee) has applied for family or medical leave from the Cuyahoga Heights Local School District. Please complete the information below so that the employee's eligibility can be determined.

\_\_\_\_\_ Employee has requested intermittent leave or a reduced-work schedule for planned medical treatment. Indicate below the dates on which treatment is expected to be given and the duration of treatment.

\_\_\_\_\_ Employee has requested intermittent leave or a reduced-work schedule for her/his own serious health condition. Indicate below the medical necessity and expected duration of such leave.

\_\_\_\_\_ Employee has requested intermittent leave or a reduced-work schedule to care for a child/spouse/parent. Indicate below why leave is necessary for the care of the relative and how it will assist in their recovery and the expected duration and schedule of such leave.

Please provide appropriate medical facts: (attach separate sheet if necessary).

\_\_\_\_\_  
Health Care Provider (Please print or type.)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Telephone Number                      Date

Return this form to:

Superintendent, Cuyahoga Heights  
Local Board of Education  
4820 East 71<sup>st</sup> Street  
Cuyahoga Heights, Ohio 44125



**APPENDIX J**

**CUYAHOGA HEIGHTS LOCAL SCHOOL DISTRICT**

**HEALTH CARE PROVIDER'S CERTIFICATION FOR RETURN TO WORK**

I hereby certify that I have physically examined \_\_\_\_\_ (Employee) and have determined that she/he is able to resume all the essential job functions of her/his position and so is eligible to return to work in the Cuyahoga Heights Local School District.

The following limits exist or accommodations are necessary to resume her/his essential job functions:

\_\_\_\_\_  
Health Care Provider (Please print or type.)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Telephone Number                      Date

Return this form to:

Superintendent, Cuyahoga Heights  
Local Board of Education  
4820 East 71<sup>st</sup> Street  
Cuyahoga Heights, Ohio 44125

**APPENDIX K  
CALCULATION OF ONE-TIME INCREASE IN SEVERANCE PAYMENT FOR RETIRING EMPLOYEES  
ARTICLE XXIX - SECTION C**

**STEP 1**

ENTER TOTAL ACCUMULATED UNUSED SICK LEAVE DAYS

BOX A

MULTIPLY TOTAL ACCUMULATED SICK DAYS BY 30%

X .30 (30%)

**RESULT OF STEP 1: TOTAL ACCUM. UNUSED SICK LEAVE X 30%**

BOX B

STEP 2: IF THE RESULT IN STEP 1 (BOX B) IS 50 OR GREATER THAN 50,  
CONTINUE, OTHERWISE, SKIP TO STEP 3

ENTER RESULT OF STEP 1 (BOX B) (MUST BE 50 OR MORE)

ENTER AMOUNT IN BOX A OR 100 (WHICHEVER IS LOWER)

BOX C

ENTER BASE DAILY RATE (EXCLUDING EXTRA DUTY PAY)

BOX D

PAYMENT TO BE RECEIVED = BOX C X BOX D

THIS IS YOUR PAYMENT  
STOP HERE.

STEP 3: IF THE RESULT IN BOX B IS LESS THAN 50, CONTINUE IN THIS STEP:

ENTER RESULT FROM STEP 1 (BOX B)

BOX B

IF BOX A IS MORE THAN 10, ENTER 10 IN BOX E  
OTHERWISE ENTER THE AMOUNT IN BOX A

BOX E

ENTER BASE DAILY RATE (EXCLUDING EXTRA DUTY PAY)

BOX F

MULTIPLY BOX E X BOX F (THIS IS THE 10 DAYS AT FULL RATE)

BOX G

SUBTRACT BOX E FROM BOX A (BOX A - BOX E)  
(THIS IS THE REMAINING UNUSED ACCUMULATED SICK LEAVE)

BOX H

X .30 (30%)

MULTIPLY BOX H BY 30%

BOX I

MULTIPLY BOX I X BOX F

BOX J

TOTAL PAYMENT TO BE RECEIVED BOX G PLUS BOX J

THIS IS YOUR PAYMENT  
STOP HERE.

## APPENDIX K

### Worksheet for Special One-time Severance Payment

The calculation of this one-time increase in severance pay allows for an employee to be paid up to a maximum of unused 100 sick days according to the following steps:

- STEP 1: Start with accumulated sick days as of the date of retirement for the employee and multiply by 30% in order to determine the maximum number of accumulated sick days eligible for severance payment computed at employee's daily rate in accord with Article 29(B) in the negotiated agreement. (Step 1 Accumulated Sick days X 30%)
- STEP 2: If the result in STEP 1 is that an employee is eligible for a severance payment on 50 or more accumulated sick days, then the employee will be paid his/her actual accumulated sick days at their daily rate up to a maximum of 100 days. (STEP 2 If the answer in STEP 1 is 50 or more, accumulated sick days up to max of 100 days X 100% of the employee's daily rate).
- STEP 3: If the result in STEP 1 is that an employee is eligible for a severance payment on less than 50 accumulated sick days (in accord with Article 29(B) in the negotiated agreement), then the employee will be paid at their daily rate up to an additional 10 days of his or her actual accumulated sick days over and above the 30% of accumulated sick leave calculated in STEP 1 in accord with Article XXIX (B) in the negotiated agreement.

EXAMPLE ONE: Employee "Smith" upon first eligibility to retire properly notifies the Superintendent of his/her intent to retire prior to the deadline as specified above for the one-time special increase in severance pay. The employee has accumulated a total of 200 unused sick days.

STEP 1:  $200 \times 30\% = 60$  accumulated days eligible for severance payment under (B) of the negotiated agreement.

STEP 2: 60 is greater than 50, so the employee is eligible for special one-time severance payment at the daily rate on actual accumulated sick days up to 100 max: select # of days (up to 100 max) X employee's daily rate = severance payment.

EXAMPLE TWO: Employee "Jones" upon first eligibility to retire properly notifies the Superintendent of his/her intent to retire prior to the deadline as specified above for the one-time special increase in severance pay. The employee has accumulated a total of 100 unused sick days.

STEP 1:  $100 \times 30\% = 30$  accumulated days eligible for severance payment under (B) of the negotiated agreement.

STEP 2: 30 is less than 50 so the employee is eligible for special one-time severance payment at the daily rate on actual accumulated sick days up to a max of 10 additional accumulated sick days over and above the total accumulated days calculated in Step 1 (in accordance with (B) above): The remainder of accumulated unused sick days (100 accumulated unused sick days less 10 at 100% = 90 accumulated unused sick days X 30% then multiply by the daily rate). Total severance payment is the result of these two amounts.

NOTE: Employees that utilize the benefits of Article 29(F) (One-time increase in Severance Payment for Employees Retiring upon first eligibility during the term of the Negotiated Agreement) are receiving a special one-time increase in accumulated sick leave eligible for a severance payment that is greater than the normal severance payment in Article 29(B) in the negotiated agreement. Payment in accord with Article 29(B) and Article 29(F) cannot be combined. Article 29(F) is only available in the first year of eligibility for the employee who submits an irrevocable letter to retire prior to the established deadlines during the term of this negotiated agreement.

### **Example One: Employee "Smith" has 200 Accumulated Unused Sick Days and a Base Daily Rate of \$100**

**APPENDIX K**  
**CALCULATION OF ONE-TIME INCREASE IN SEVERANCE PAYMENT FOR RETIRING EMPLOYEES**  
**ARTICLE XXIX - SECTION C**

**STEP 1**

ENTER TOTAL ACCUMULATED UNUSED SICK LEAVE DAYS

200

**BOX A**

MULTIPLY TOTAL ACCUMULATED SICK DAYS BY 30%

X .30 (30%)

**RESULT OF STEP 1: TOTAL ACCUM. UNUSED SICK LEAVE X 30%**

60

**BOX B**

---

STEP 2: IF THE RESULT IN STEP 1 (BOX B) IS 50 OR GREATER THAN 50,  
CONTINUE, OTHERWISE, SKIP TO STEP 3

ENTER RESULT OF STEP 1 (BOX B) (MUST BE 50 OR MORE)

60

ENTER AMOUNT IN BOX A OR 100 (WHICHEVER IS LOWER)

100

**BOX C**

ENTER BASE DAILY RATE (EXCLUDING EXTRA DUTY PAY)

\$100

**BOX D**

PAYMENT TO BE RECEIVED = BOX C X BOX D

\$ 10,000

THIS IS YOUR PAYMENT  
STOP HERE.

**Example Two: Employee “Jones” has 100 Accumulated Unused Sick Days  
and a Base Daily Rate of \$100**

**APPENDIX K  
CALCULATION OF ONE-TIME INCREASE IN SEVERANCE PAYMENT FOR RETIRING EMPLOYEES  
ARTICLE XXIX - SECTION C**

**STEP 1**

ENTER TOTAL ACCUMULATED UNUSED SICK LEAVE DAYS	<input type="text" value="100"/>	<b>BOX A</b>
MULTIPLY TOTAL ACCUMULATED SICK DAYS BY 30%	<div>X .30 (30%)</div>	
<b>RESULT OF STEP 1: TOTAL ACCUM. UNUSED SICK LEAVE X 30%</b>	<input type="text" value="30"/>	<b>BOX B</b>

---

STEP 2: IF THE RESULT IN STEP 1 (BOX B) IS 50 OR GREATER THAN 50,  
CONTINUE, OTHERWISE, SKIP TO STEP 3

ENTER RESULT OF STEP 1 (BOX B) (MUST BE 50 OR MORE)	<input type="text" value="30"/>	
	Go to step 3	
ENTER AMOUNT IN BOX A OR 100 (WHICHEVER IS LOWER)	<input type="text"/>	<b>BOX C</b>
ENTER BASE DAILY RATE (EXCLUDING EXTRA DUTY PAY)	<input type="text"/>	<b>BOX D</b>
PAYMENT TO BE RECEIVED = BOX C X BOX D	<input type="text"/>	
	THIS IS YOUR PAYMENT STOP HERE.	

---

STEP 3: IF THE RESULT IN BOX B IS LESS THAN 50, CONTINUE IN THIS STEP:

ENTER RESULT FROM STEP 1 (BOX B)	<input type="text" value="30"/>	<b>BOX B</b>
IF BOX A IS MORE THAN 10, ENTER 10 IN BOX E OTHERWISE ENTER THE AMOUNT IN BOX A	<input type="text" value="10"/>	<b>BOX E</b>
ENTER BASE DAILY RATE (EXCLUDING EXTRA DUTY PAY)	<div>\$ <input type="text" value="100"/></div>	<b>BOX F</b>
MULTIPLY BOX E X BOX F (THIS IS THE 10 DAYS AT FULL RATE)	<div>\$ <input type="text" value="1,000"/></div>	<b>BOX G</b>
SUBTRACT BOX E FROM BOX A (BOX A - BOX E) (THIS IS THE REMAINING UNUSED ACCUMULATED SICK LEAVE)	<div><input type="text" value="90"/><div>X .30 (30%)</div></div>	<b>BOX H</b>
MULTIPLY BOX H BY 30%	<input type="text" value="27"/>	<b>BOX I</b>
MULTIPLY BOX I X BOX F	<div>\$ <input type="text" value="2,700"/></div>	<b>BOX J</b>
TOTAL PAYMENT TO BE RECEIVED BOX G PLUS BOX J	<div>\$ <input type="text" value="3,700"/></div>	
	THIS IS YOUR PAYMENT STOP HERE.	

APPENDIX L  
SCHEDULE OF BENEFITS  
DELTA DENTAL  
VSP VISION

## SCHEDULE OF BENEFITS

To receive the highest level of benefits at the lowest Out-of-Pocket Maximum expense, Covered Services must be provided by PPO Network Providers. When you use other Providers who are outside of the PPO Network or who are Non-Contracting Providers, you are responsible for any balance due between the Provider's charge and the Allowed Amount, in addition to any Deductibles, Copayments, Coinsurance, and non-covered charges. All benefits are calculated based upon the Allowed Amount, not the Provider's charge. Refer to "How Claims are Paid" for additional information.

Remember, in an emergency, always go to the nearest appropriate medical facility; your benefits will not be reduced if you go to a Non-PPO Network Provider Hospital in an emergency.

BENEFIT PERIOD AND DEPENDENT AGE LIMIT	
Benefit Period	Calendar year
Dependent Age Limit	The end of the month of the 26th birthday

PPO NETWORK COMPREHENSIVE MAJOR MEDICAL BENEFIT	
PPO Network Provider Deductible per Benefit Period If	
you have single coverage:	\$150
If you have family coverage:	\$300
Non-PPO Network Provider Deductible per Benefit Period If you	
have single coverage:	\$300
If you have family coverage:	\$600
PPO Network Provider Coinsurance Limit per Benefit Period If you	
have single coverage:	\$750
If you have family coverage:	\$1,500
Non-PPO Network Provider Coinsurance Limit per Benefit Period	
If you have single coverage:	\$1,500
If you have family coverage:	\$3,000
PPO Network Provider Out-of-Pocket Maximum per Benefit Period (Includes Deductibles, Copayments, and Coinsurance) (Prescription Drug is not administered by Medical Mutual)(1)	
If you have single coverage: If	\$8,150
you have family coverage:	\$16,300
Non-PPO Network Provider Out-of-Pocket Maximum per Benefit Period (Includes Deductibles, Copayments, and Coinsurance) If you	
have single coverage:	Unlimited
If you have family coverage:	Unlimited
Deductible and Out-of-Pocket Maximum Processing (2)	Embedded

After the applicable Out-of-Pocket Maximum shown above has been met, you are no longer responsible for paying any further Copayments, Deductibles or Coinsurance for Covered Charges Incurred during the balance of the Benefit Period. If the Out-of-Pocket Maximum is unlimited, you continue to be responsible for paying the amounts shown above.

**Any Excess Charges you pay for claims will not accumulate toward any applicable Coinsurance Limit or toward the Out-of-Pocket Maximum.**

Any amounts applied to your PPO Network Deductible or PPO Network Coinsurance Limit will also be applied to your Non-PPO Network Deductible or Non-PPO Network Coinsurance Limit. Any amounts applied to your Non-PPO Network Deductible or Non-PPO Network Coinsurance Limit will also be applied to your PPO Network Deductible or PPO Network Coinsurance Limit.

**You may be charged more than one Copayment per visit if multiple types of examinations are performed.**

It is important that you understand how Medical Mutual calculates your responsibilities under this Benefit Book. Please consult the "HOW CLAIMS ARE PAID" section for necessary information.

To receive maximum benefits, you must use PPO Network Providers. PPO Network Providers may change. Medical Mutual will tell you 60 days before a PPO Network Hospital becomes Non-PPO Network.

**Remember, in an emergency, always go to the nearest appropriate medical facility; your benefits will not be reduced if you go to a Non-PPO Network Hospital in an emergency.**

BENEFIT MAXIMUMS PER COVERED PERSON	
(per Benefit Period unless otherwise shown)	
Chiropractic/Spinal Manipulation Visits	12 visits
Home Health Care Services	120 visits
Outpatient Occupational and Physical Therapy Services	40 visits (combined)
Outpatient Speech Therapy Services	20 visits
Routine Mammogram Services	One mammogram; mammograms are limited to 130% of the Medicare reimbursement amount; the maximum reimbursement amount applies only to Covered Services received inside the state of Ohio, as mandated by the state of Ohio.
Routine Pap Tests and Associated Examinations	One test One examination (age 21 and over)
Routine Physical Examinations (age 21 and over)	One examination for males Two examinations for females
Skilled Nursing Facility Services	120 days



COINSURANCE PAYMENTS	Institutional and Professional Charges	Institutional and Professional Charges
TYPE OF SERVICE	For Covered Services received from a PPO Network Provider, you pay the following portion, based on the Allowed Amount	For Covered Services received from a Non-PPO Network or a Non-Contracting Provider, you pay the following portion, based on the applicable Allowed Amount or Non-Contracting Amount (3)
IF A DEDUCTIBLE APPLIES, ALL COVERED SERVICES ARE SUBJECT TO THE DEDUCTIBLE, UNLESS "NOT SUBJECT TO THE DEDUCTIBLE" IS SPECIFICALLY STATED.		
EMERGENCY ROOM SERVICES		
The Institutional charge for use of the Emergency Room for an Emergency Medical Condition	\$50 Copayment, waived if admitted, then 10%, not subject to the Deductible	
All other related Institutional charges and Emergency Room Physician's charges for an Emergency Medical Condition	10%, not subject to the Deductible	
The Institutional charge for use of the Emergency Room in a <b>non-emergency</b>	\$100 Copayment, waived if admitted, then 10%, not subject to the Deductible	\$100 Copayment, waived if admitted, then 30%, not subject to the Deductible
Emergency Room Physician's Charges in a <b>non-emergency</b>	10%	30%
INPATIENT SERVICES		
Maternity	10%	30%
Physical Medicine and Rehabilitation	10%	30%
Semi-Private Room and Board	10%	30%
Skilled Nursing Facility	10%	30%
MENTAL HEALTH CARE, DRUG ABUSE AND ALCOHOLISM SERVICES		
Mental Health Care, Drug Abuse and Alcoholism Services	Any applicable Deductible, Out-of-Pocket Maximum or Copayment corresponds to the type of service received and is payable on the same basis as any other illness (e.g., emergency room visits for a Mental Illness will be paid according to the Emergency Services section above).	
OUTPATIENT REHABILITATIVE SERVICES		
Cardiac Rehabilitation Services	10%	30%
Chiropractic Services	10%	30%
Occupational and Physical Therapy Services	10%	30%
Respiratory/Pulmonary Therapy Services	10%	30%
Speech Therapy Services	10%	30%
PHYSICIAN/OFFICE SERVICES (includes Mental Health and Substance Abuse Disorders)		
Immunizations	10%	30%
Medically Necessary Office Visits	\$20 Copayment, not subject to the Deductible	30%
Urgent Care Office Visits	\$20 Copayment, not subject to the Deductible	30%

COINSURANCE PAYMENTS	Institutional and Professional Charges	Institutional and Professional Charges
TYPE OF SERVICE	For Covered Services received from a PPO Network Provider, you pay the following portion, based on the Allowed Amount	For Covered Services received from a Non-PPO Network or a Non-Contracting Provider, you pay the following portion, based on the applicable Allowed Amount or Non-Contracting Amount (3)
IF A DEDUCTIBLE APPLIES, ALL COVERED SERVICES <u>ARE</u> SUBJECT TO THE DEDUCTIBLE, UNLESS "NOT SUBJECT TO THE DEDUCTIBLE" IS SPECIFICALLY STATED.		
<b>ROUTINE, PREVENTIVE AND WELLNESS SERVICES</b>		
Preventive Services in accordance with state and federal law (4) (Please refer to the "Routine, Preventive and Wellness Services" benefit in this Benefit Book for more information.)	0%, not subject to the Deductible	30%
Routine Colonoscopy and Sigmoidoscopy (Ages 40-75)	0%, not subject to the Deductible	30%
Routine Examinations Associated with a Routine Pap Test (Age 21 and over)	0%, not subject to the Deductible	30%
Routine Mammograms	0%, not subject to the Deductible	30%
Routine Pap Tests	0%, not subject to the Deductible	30%
Routine Physical Examinations (Age 21 and over)	0%, not subject to the Deductible	30%
Well Child Care Services (Under age 21)	0%, not subject to the Deductible	30%
<b>SURGICAL SERVICES</b>		
Inpatient Surgery	10%	30%
Medically Necessary Endoscopic Procedures (i.e, Colonoscopy, Sigmoidoscopy, etc.)	10%	30%
Outpatient Surgery	10%	30%
<b>OTHER SERVICES</b>		
Outpatient Allergy Tests and Treatment	\$20 Copayment, not subject to the Deductible	30%
All Other Covered Services	10%	30%

## **Comprehensive Major Medical Notes**

1. Prescription Drug benefits that accumulate toward the Out-of-Pocket Maximum are provided under a separate arrangement between the Group and the Group's pharmacy benefits manager and are not part of this Plan administered by Medical Mutual.
2. "Embedded processing" - A family plan with two kinds of Deductibles and Out-of-Pocket Maximums: one for an individual family member and one for the whole family. With family coverage, each Covered Person's Out-of-Pocket Maximum will not exceed the Out-of-Pocket Maximum for single coverage shown on the Schedule of Benefits.
3. The Coinsurance percentage will be the same for Non-Contracting Providers as Non-PPO Network Providers but you may still be subject to balance billing and/or Excess Charges. Payments to Contracting Non-PPO Network Providers are based on Allowed Amount. Payments to Non-Contracting Providers are based on the Non-Contracting Amount.
4. Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.
5. If a diagnosis of a medical Condition is made during the screening (e.g., removal of a polyp), the procedure is no longer considered routine and may be considered a diagnostic procedure under Surgical Services.

**Delta Dental of Ohio**  
Dental Benefit Highlights for  
Cuyahoga Heights Local School District #10177



Delta Dental PPO<sup>SM</sup> (Point-of-Service)  
Coverage effective January 1, 2021

	Delta Dental PPO Dentist	Delta Dental Premier <sup>®</sup> Dentist	Non- participating Dentist
	Plan Pays	Plan Pays	Plan Pays*
<b>Diagnostic &amp; Preventive</b>			
Diagnostic and Preventive Services - exams, cleanings, fluoride, and space maintainers	100%	100%	100%
Emergency Palliative Treatment - to temporarily relieve pain	100%	100%	100%
Sealants - to prevent decay of permanent teeth	100%	100%	100%
Brush Biopsy - to detect oral cancer	100%	100%	100%
Radiographs - X-rays	100%	100%	100%
<b>Basic Services</b>			
Minor Restorative Services - fillings and crown repair	100%	100%	100%
Endodontic Services - root canals	100%	100%	100%
Periodontic Services - to treat gum disease	100%	100%	100%
Oral Surgery Services - extractions and dental surgery	100%	100%	100%
Major Restorative Services - crowns	100%	100%	100%
Other Basic Services - misc. services	100%	100%	100%
Relines and Repairs - to prosthetic appliances	100%	100%	100%
<b>Major Services</b>			
Prosthodontic Services - bridges, implants, dentures, and crowns over implants	100%	100%	100%
<b>Orthodontic Services</b>			
Orthodontic Services - braces	60%	60%	60%
Orthodontic Age Limit -	Up to age 19		

\* When you receive services from a Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee that will be paid for those services. The Nonparticipating Dentist Fee may be less than what your dentist charges and you are responsible for that difference.

Maximum Payment - \$4,000 per person total per calendar year on Diagnostic & Preventive, Basic Services, and Major Services. \$2,500 per person total per lifetime on Orthodontics.
Maximum Carryover - If at least one Covered Service is paid in a Calendar Year and the total Benefit paid does not exceed \$1,000 in that Calendar Year, \$500 will carry over to the next Calendar Year's Maximum Payment. This amount will accumulate from one Calendar Year to the next, but will not exceed \$2,000. If no Covered Services are paid during a Calendar Year, all accumulated carryover amounts from previous Calendar Years will be forfeited.
Deductible - None.

Note - This document is only intended to provide a brief description of your benefits. Please refer to your Certificate and summary for a complete description of benefits, exclusions, and limitations.

Welcome to Ohio's largest dental benefits family!

As a member of Delta Dental of Ohio, you have access to the nation's largest dental networks: Delta Dental PPO and Delta Dental Premier.

- It's easy to find a dentist! Four out of five dentists nationwide participate in our network.
- You have superior access to care and fee savings because of our agreements with participating dentists.
- Our dentists cannot balance bill you, which means more money in your pocket!
- No troublesome paperwork! Network dentists will fill out and file your claims.
- Pay only your copayments and/or deductibles when you receive care from network dentists - there are no hidden fees.
- You can still visit nonparticipating dentists, but you may be billed the full amount at the time of service and then have to wait to be reimbursed.

#### Quality Dental Program

With our quick and accurate claims processing, we pay more than 90% of claims in 10 days or less. Delta Dental also offers world-class customer service from our BenchmarkPortal Certified Center of Excellence call center.

#### Online Access

Our online Consumer Toolkit lets you access your dental plan securely over the Internet. You can find a dentist, check benefits, select paperless notices, review claims and amounts used toward maximums, print ID cards, and more - all at your own convenience.

#### A Healthy Smile

Keep your smile healthy with dental benefits from Delta Dental. Your smile is a good indicator of your health. Did you know that your dentist can detect up to 120 different diseases, including diabetes and heart disease? Early detection is one of the best ways to prevent further complications.

#### Questions?

If you have questions, please call our Customer Service team at (800) 524-0149 or look online at [www.DeltaDentalOH.com](http://www.DeltaDentalOH.com).



## A LOOK AT YOUR VSP VISION COVERAGE

### SEE HEALTHY AND LIVE HAPPY WITH HELP FROM CUYAHOGA HEIGHTS SCHOOLS AND VSP.



As a VSP® member, you get personalized care from a VSP network doctor at low out-of-pocket costs.

#### VALUE AND SAVINGS YOU LOVE.

Save on eyewear and eye care when you see a VSP network doctor. Plus, take advantage of Exclusive Member Extras for additional savings.

#### PROVIDER CHOICES YOU WANT.

It's easy to find a nearby in-network doctor. Maximize your coverage with bonus offers and savings that are exclusive to Premier Program locations—including thousands of private practice doctors and over 700 Visionworks retail locations nationwide.



Visionworks

#### QUALITY VISION CARE YOU NEED.

You'll get great care from a VSP network doctor, including a WellVision Exam®—a comprehensive exam designed to detect eye and health conditions.

#### USING YOUR BENEFIT IS EASY!

Create an account on [vsp.com](https://vsp.com) to view your in-network coverage, find the VSP network doctor who's right for you, and discover savings with exclusive member extras. At your appointment, just tell them you have VSP.

Contact us: 800.877.7195 or [vsp.com](https://vsp.com)

#### GET YOUR PERFECT PAIR

**EXTRA \$20 +**  
TO SPEND ON  
FEATURED FRAME

UP TO **40%**  
SAVINGS ON  
LENS

bebe CALVIN KLEIN COLE HAAN FLEXON

LACOSTE



NINE WEST

[SEE MORE BRANDS AT](#)



## YOUR VSP VISION BENEFITS SUMMARY

CUYAHOGA HEIGHTS SCHOOLS and VSP provide you with an affordable vision plan.

### PROVIDER NETWORK:

VSP Choice **EFFECTIVE DATE:** 01/01/2021



BENEFIT	DESCRIPTION	COPAY	FREQUENCY
<b>YOUR COVERAGE WITH A VSP PROVIDER</b>			
<b>WELLVISION EXAM</b>	Focuses on your eyes and overall wellness	\$10	Every calendar year
<b>PRESCRIPTION GLASSES</b>		\$20	See frame and lenses
<b>FRAME</b>	<ul style="list-style-type: none"> <li>\$130 allowance for a wide selection of frames</li> <li>\$150 allowance for featured frame brands</li> <li>20% savings on the amount over your allowance</li> <li>\$70 Walmart®/Sam's Club®/Costco® frame allowance</li> </ul>	Included in Prescription Glasses	Every calendar year
<b>LENSES</b>	<ul style="list-style-type: none"> <li>Single vision, lined bifocal, and lined trifocal lenses</li> <li>Impact-resistant lenses for dependent children</li> </ul>	Included in Prescription Glasses	Every calendar year
<b>LENS ENHANCEMENTS</b>	<ul style="list-style-type: none"> <li>Standard progressive lenses</li> <li>Premium progressive lenses</li> <li>Custom progressive lenses</li> <li>Average savings of 30% on other lens enhancements</li> </ul>	\$0 \$95 - \$105 \$150 - \$175	Every calendar year
<b>CONTACTS (INSTEAD OF GLASSES)</b>	\$130 allowance for contacts; copay does not apply Contact lens exam (fitting and evaluation)	Up to \$60	Every calendar year
<b>PRIMARY EYECARE<sup>SM</sup></b>	Retinal screening for members with diabetes Additional exams and services for members with diabetes, glaucoma, or age-related macular degeneration. Treatment and diagnoses of eye conditions, including pink eye, vision loss, and cataracts available for all members. Limitations and coordination with your medical coverage may apply. Ask your VSP doctor for details.	\$0 \$20 per exam	As needed
<b>EXTRA SAVINGS</b>	<b>Glasses and Sunglasses</b> Extra \$20 to spend on featured frame brands. Go to <a href="http://vsp.com/offers">vsp.com/offers</a> for details. 20% savings on additional glasses and sunglasses, including lens enhancements, from any VSP provider within 12 months of your last WellVision Exam. <b>Routine Retinal Screening</b> No more than a \$39 copay on routine retinal screening as an enhancement to a WellVision Exam <b>Laser Vision Correction</b> Average 15% off the regular price or 5% off the promotional price; discounts only available from contracted facilities		

### YOUR COVERAGE WITH OUT-OF-NETWORK PROVIDERS

Get the most out of your benefits and greater savings with a VSP network doctor. Call Member Services for out-of-network plan details.

Coverage with a retail chain may be different or not apply. Log in to [vsp.com](http://vsp.com) to check your benefits for eligibility and to confirm in-network locations based on your plan type. VSP guarantees coverage from VSP network providers only. Coverage information is subject to change. In the event of a conflict between this information and your organization's contract with VSP, the terms of the contract will prevail. Based on applicable laws, benefits may vary by location. In the state of Washington, VSP Vision Care, Inc., is the legal name of the corporation through which VSP does business.

Log in to [vsp.com](http://vsp.com) to find an in-network provider based on your plan type.

\*Only available to VSP members with applicable plan benefits. Frame brands and promotions are subject to change. Savings based on doctor's retail price and vary by plan and purchase selection; average savings determined after benefits are applied. Ask your VSP network doctor for more details.

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