

33.05. Days absent due to summer school assault leave shall not be charged to the teacher's regular accumulation of sick leave or personal leave.

33.08 The provisions of Section 35.10, Jury Duty, of the negotiated agreement between the board and the union shall be in force and apply to all summer school teachers. However, no teacher shall receive summer school pay for days absent due to jury duty unless the teacher received notice of jury duty subsequent to accepting a summer school assignment.

33.09 No teacher shall have a vested right to any summer school position.

33.10 Summer school teaching time shall not be included in computing seniority.

33.11 The rate of pay for summer school substitutes shall be at the rates set forth in section 33.03.

33.12 Effective 11/25/2008 Saturday Academy/Saturday School Instructors shall be compensated the hourly rates as follows:

2008-2011

\$37

Saturday Academy employment shall be structured within a range of 32 to 36 hours per session. Pay dates for Saturday Academy instructors shall be predetermined.

The Union shall have an opportunity to produce a qualified applicant or applicants from within the bargaining unit prior to the hiring of a non-bargaining unit member or members for such position.

34.0 INSURANCE, FRINGE BENEFITS

34.01 Medical and Hospitalization

34.0111 Hospitalization

The Board shall provide single or family medical coverage, in either:

SuperMed Plus (non-gatekeeper); or

Kaiser Community Health Foundation (with no new enrollees after 1/1/09).

Effective January 1, 2009 employee premium contribution will be as follows:

Single coverage: \$30.00 (pre-tax) per month

Family coverage: \$75.00 (pre-tax) per month

Effective January 1, 2010 employee premium contribution will be as follows:

Single coverage: \$40.00 (pre-tax) per month

Family coverage: \$100.00 (pre-tax) per month

Effective January 1, 2009, in addition to the employee premium contributions above, if an employee chooses to keep Kaiser coverage they must pay the difference between Kaiser and SuperMed Plus premiums.

All employee contributions and prorated premium payments will be subject to Section 125 Flexible Spending.

34.0112 Section 125 (Flexible Spending Account).

34.0113 Hepatitis B vaccine for the employee.

- 34.0114** **Application**
Application for any of the above plans may be made at any time while employed. It is recognized that transfer between plans shall occur at established enrollment periods.
- 34.0115** **Cranial Prosthesis (Wigs)**
Coverage will be effective retroactive to July 1, 2003. Coverage will be provided as follows: One Cranial Prosthesis (wig) will be covered when due to a medical condition and/or treatment. The maximum allowable cost will be \$200. The wig may be synthetic or human hair.
- 34.0116** **Second Routine Office Visit**
The current medical plan provides coverage for one routine office visit (either physical exam or OB/GYN exam) per year. Effective retroactive to July 1, 2003, one routine office visit for physical examination and one routine office visit for OB/GYN examination will be covered annually.
- 34.0117** **Medicare**
The Board will also provide Medicare coverage as elected by those 65 and over. Medicare will be paid annually to the individual.
- 34.0818** **Part-Time Prorate**
Members of the bargaining unit employed on less than a full-time basis who elect coverage under 34.01 will have this Board contribution prorated according to the fraction of full-time employment.
- 34.0119** **Existing Policies**
No contribution will be made by the Board toward family coverage if the applicant is being covered by an existing policy's family coverage fully paid by the contract-holder's employer.
- 34.0120** **Waiver of Coverage**
A. Any bargaining unit member covered under family coverage of the school district's health insurance plan as of August 2, 2000 and any new employee hired after that date who is eligible for family coverage or any bargaining unit member who subsequently becomes eligible for family coverage because of a change in marital status, who declares in writing to the District Treasurer before September 15, 2000 that he/she does not elect to be covered under one of the District's insurance options under Section 34.0111 for the entire school year may opt out of the District Plan, if he/she is covered by another plan outside the District. Said election shall be effective at the 1st day of the month following election and shall continue until a new election is made pursuant to the provisions of this section. Additionally, employees hired after September 1st and employees who first become eligible for benefits after September 1st may declare in writing to the District Treasurer that he/she does not elect to be covered under Section 34.0111 for the remainder of the period from the date of hire through the subsequent August 31 may opt out of the District Plan, if he/she is covered by another plan outside the District. If an employee opts out of the medical plan coverage of the District, that employee may only be permitted to change his/her election and to reenroll under the health plan prior to the following August 31 if (1) there has been a change in status that would permit the employee to change his/her election under the applicable rules and regulations of the IRS under Section 125 of the Federal tax law, and (2) such change would be a qualifying event defined by the health plan of the school district. If the employee's election of no coverage remains in effect until the following August 31, said bargaining unit

member shall be paid \$1,000 for the 12 month period from the effective date of his/her election [or number of months employed or eligible for benefits to August 31st if a new employee or first time eligible employee or to the end of the month for which coverage has not been received if the election is changed as permitted in this paragraph] (prorated for persons who have prorated insurance to the same percentage as paid by the Board for prorated insurance). The payment provided in this section shall be paid in a lump sum on June 30th in that school year that coverage was waived.

B. Any bargaining unit member under single coverage of the school district's health insurance plan as of August 2, 2000 and any new employee hired after that date, who declares in writing to the District Treasurer before September 15, 2000 that he/she does not elect to be covered under one of the District's insurance options under Section 34.0111 for the entire school year may opt out of the District Plan, if he/she is covered by another plan outside the District. Said election shall be effective at the 1st day of the month following election and shall continue until a new election is made pursuant to the provisions of this section. Additionally, employees hired after September 1st and employees who first become eligible for benefits after September 1st may declare in writing to the District Treasurer that he/she does not elect to be covered under section 34.0111 for the remainder of the period from the date of hire through the subsequent August 31 may opt out of the District Plan, if he/she is covered by another plan outside the District. If an employee opts out of the medical plan coverage of the District, that employee may only be permitted to change his/her election and to reenroll under the health plan prior to the following August 31 if (1) there has been a change in status that would permit the employee to change his/her election under the applicable rules and regulations of the IRS and under Section 125 of the Federal tax law, and (2) such change would be a qualifying event defined by the health plan of the school district. If the employee's election of no coverage remains in effect until the following August 31, said bargaining unit member shall be paid \$500 for the 12 month period from the effective date of his/her election [or number of months employed or eligible for benefits to August 31st if a new employee or first time eligible employee or to the end of the month for which coverage has not been received if the election is changed as permitted in this paragraph] (prorated for persons who have prorated insurance to the same percentage as paid by the Board for prorated insurance). The payment provided in this section shall be paid in a lump sum on June 30th in that school year that coverage was waived.

34.0121

A. Spousal Employment

Where both spouses are employed in the bargaining unit by the District, coverage shall be limited to either one family coverage for both or dual single coverage. Employees must take dual single coverage when the spouses have no remaining dependents. In addition, one spouse (as designated to the Treasurer) shall receive a lump sum payment of \$500 on June 30th in that school year for which coverage was waived.

B. Health Care Related – Insurance Committee

The Board and the Union agree that spiraling health care costs are a mutual concern to both parties as cost savings in this area will be required in the future to maintain the quality of benefits currently provided. It is therefore agreed that the Insurance Committee shall be reconstituted with clearly defined parameters of operation in order to partner in finding ways of reducing insurance costs while maintaining or enhancing benefits provided to employees.

The parties agree that the extension of Board paid health care coverage to individuals who have access to the same through other employers or retirement plans can serve to unnecessarily and unfairly increase the Districts health care costs. Consequently, the Insurance Committee will examine options for the exclusion of employed spouses with employer provided health care coverage and/or those with health care coverage provided through retirement plans. The committee is charged with making a recommendation to the Board and the Union on or before May 1, 2005 for possible implementation effective July 1, 2005.

Timeline:

At renewal time, insurance costs will be reviewed in light of staff in the health plan as of October, 2004 (single, family, total) to determine gains and losses.

2004-2005

Insurance meetings resume with education process for committee members and meetings with plan providers/vendors. Plan currently runs calendar year: January through December.

2005-2006

Select new plan, alter current plan, or current plan renewal notice, September 2005. Gather information for negotiations.

2006-2007

Select new plan, alter current plan, or current plan renewal notice, September 2006. Formulating insurance information for negotiating teams (all unions information). March 2007, negotiations open.

34.02 Dental, Vision Care, Prescription Drug, and Skilled Nursing

These benefits are guaranteed as follows:

Dental: 100% Preventative (to include pit and fissure sealants) and 80% basic/major/restorative (to include implants) (annual limit of \$2,700) on dental; and 80% orthodontia (lifetime limit of \$2,700).

90% of HIAA

Prescription Drug: \$ 6.00 deductible - generic
\$12.00 deductible - name brand if no generic is available
\$18.00 deductible - name brand if generic is available

Vision Care: Eye Exam - up to \$55.00
Lenses and Frames: Single Vision up to \$130.00
Bifocals up to \$145.00
Trifocals up to \$170.00
Contacts up to \$130.00

Skilled Nursing: The benefits in effect in 1991.

The Union shall have the right to name carriers and agents for the insurance benefits described in this section 34.02. Any changes in carriers or agents shall not result in an insurer's retention rate that is more than one percent (1%) above the composite retention rate being paid at the time a change in carriers or agents is desired.

34.021 Adverse Selection and Part-Time Prorate

Any member of the bargaining unit who participates must enroll in all benefits under Section 34.02 or none.

Members of the bargaining unit employed on less than a full-time basis who elect coverage under 34.02 above will have this Board contribution prorated according to the fraction of full-time employment. This option must be exercised within the first thirty (30) days of employment, and may not be exercised at any other time, and may not be cancelled, withdrawn or amended except in the following circumstances: 1) if the member has a change in marital status; or 2) in the event the member's spouse is involuntarily separated from his/her employment. Any member opting to participate in these coverages under these circumstances may not thereafter cancel such authorization.

34.022 Existing Coverage

No contribution will be made by the Board under 34.02 if the applicant is being covered under 34.02 through the coverage of another bargaining unit member.

34.023 Fixed Costs: Disability and Life Insurance

Effective January 1, 1992, the Board will provide for income disability continuity coverage and life insurance the sum of \$18.30 per month, \$219.60 per year, for each full-time member of the bargaining unit.

- a. The Board will provide full (\$63,000) life insurance coverage to all members assigned three-eighths (3/8) time or more, and half (\$31,500) life insurance coverage to all members assigned less than three-eighths (3/8) time.
- b. The Board will provide income disability coverage to all members regardless of part-time or full-time status.

Monthly Coverage	\$ 10.30
Total Yearly Coverage:	\$123.60

Income Disability: The benefits in effect during 1991.

Life Insurance: Sixty-three Thousand Dollars (\$63,000) per employee.

Any cost in excess of the above amounts shall be paid, at the option of the Union either by the Union to the Board or by the insured through payroll deductions if the premium increases exceeds the Board's fixed contributions for the existing benefits.

The Union shall also have the right, at the option of the Union, to lower benefits, rather than pay premium increases that exceed the Board's fixed costs.

34.024 Multiple Bargaining Units

Should a member of the Cleveland Heights Teachers Union bargaining unit employed part-time have additional part-time work in another bargaining unit within the district, the member will be entitled to the Board paid prorated percentage for benefits described in Section 34.0 from both part-time positions. Should the total prorated percentage be insufficient to cover the cost of the benefits, which shall be those of the bargaining unit from which the member derives the most income, the difference shall be paid by payroll

deductions. Should the combined prorated percentage exceed the cost of benefits, the Board shall contribute only the necessary amount.

34.025 Changes

The Treasurer shall periodically meet with the Union for the purpose of reviewing all insurance (including health, etc.) programs in order to determine and report whether comparable coverages and services can be obtained at less cost, and any such reports shall be furnished to the negotiators for their consideration and possible action prior to negotiations.

In negotiating salaries and fringe benefits, the negotiators shall consider changes in the agreement and in the insurance programs then in effect in order to determine the carriers which will furnish comparable coverage and services at reasonable, competitive costs.

In addition to the provisions in the first two paragraphs of this section, The Union may regularly negotiate changes in benefits, carriers, agencies in the aforementioned plans providing that the negotiated changes do not increase Board contributions as set forth in Section 34.023 Fixed Costs.

Any changes in benefits, carriers, agencies in the aforementioned plans shall be subject to Board approval. Providing that the fixed costs conditions of Section 34.023 have been met, such Board approval shall not be denied or withheld. The Board shall have the right to know the reason for the changes.

34.03 Other Benefits

34.031 Workers' Compensation

All employees are covered by Ohio State Workers' Compensation laws in relation to a work incurred injury or accident.

34.032 Retirement Severance Pay

A member of the bargaining unit who has ten years or more of service with the Board may elect at the time of retirement from active service under the State Teachers Retirement System Law to be paid in cash for part of the value of his/her accrued but unused sick leave credit. Such payment shall be based on the teacher's rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the teacher at that time. Payment shall be made only once to any teacher. The maximum payment which may be made under this resolution shall be one-fourth of three hundred sixty days (90); plus one-eighth of three hundred sixty one through four hundred sixty (361-460) days. Payment will be made for any unused personal days at the teacher's daily rate of pay at the time of retirement.

Any teacher who dies prior to severing employment, who would otherwise have been eligible for retirement severance pay, shall be deemed to have severed employment the day preceding his/her death. The severance pay to which the employee would have been entitled shall be paid directly, in a lump sum, to person(s) designated by the deceased in writing to the employer. When no designation has been submitted, payment will be made to the estate of the deceased.

34.033 Employee Assistance Program

The Employee Assistance Program (EAP) is provided under a contract between the Board and provider, as negotiated. The appendix contains the descriptions of the program.

34.034 Retirement Incentive

After the 2000-2001 school year, bargaining unit members who have been employed by the District for at least 10 years and who opt to retire at the end of any school year and have been approved by STRS to receive retirement benefits other than disability retirement with thirty (30) years or fewer of service credit and who notify the Board of their intention to retire in writing, no later than March 1 of the year they intend to retire will receive 2 equal lump sums of \$12,000, one on July 1 of the calendar year of retirement and the second on the following July 1. Payment under this paragraph does not affect the right to Retirement Severance Pay under Section 34.032.

The Board and the Union may mutually agree to reconvene a Retirement Options Committee to review annual payment options for this incentive.

34.035 Retirement Enhancement

Bargaining unit members who submit written verification of service credit earned as documented on their STRS Annual Statement of Account, shall be eligible to receive an additional payment of \$1,150.00 during their 28th, 29th, and 30th year of service. This additional compensatory payment will be paid in monthly increments during the contractual cycle. Bargaining unit members will annually submit the written documentation required on or before November 15th to be eligible for this retirement enhancement payment.

35.0 LEAVES OF ABSENCE

35.01 Sick Leave

35.011 All members of the bargaining unit shall be credited with current sick leave at the beginning of the school year and to the extent that any bargaining unit member has less than 10 days at such time, shall be advanced sick leave so there is a minimum of 10 days. Such advance shall not be credited unless the employee has reported on the first contract day, excluding Labor Day. No additional sick leave shall be credited until the advanced days have been earned. Sick leave shall be earned and accumulated at the rate of 1-1/4 days per month of employment, to a maximum of 15 days per year. Those terminating employment before completion of contract and/or employed for parts of a school year will be credited at the rate of 1-1/4 days per month served. Accumulated sick leave is available only after current annual sick leave credit is used. The accumulation of sick leave shall be unlimited.

Routine doctor, dental and/or other health service provider visits which are not an emergency or related to a current illness or injury are not an appropriate use of sick leave. To the extent such appointments cannot be scheduled outside of the workday or work week, teachers are to utilize personal leave.

35.012 Sick leave shall be used for personal illness, pregnancy, injury exposure to contagious disease, illness, or death in the immediate family. The immediate family includes wife, husband, child, father, mother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, the teacher's grandfather or grandmother, and members of the immediate household of the teacher. Sick leave to a maximum of twenty (20) days may also be used as paternity leave to be taken within three weeks after delivery while schools are in session and the husband is working as a teacher.