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AGREEMENT

between the

Cleveland Heights–University Heights

Board of Education

and the

Ohio Association of Public School Employees

Local #102

**Effective
June 1, 2008**

CLEVELAND HEIGHTS-UNIVERSITY HEIGHTS CITY SCHOOL DISTRICT

Deborah S. Delisle, Superintendent of Schools

THE BOARD OF EDUCATION

Michael Ciccerio
Kal Zucker
Eric Coble
Nancy Peppler
Ron Register

President
Vice President

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES

LOCAL #102

THE NEGOTIATING TEAMS

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Director of Business Services
Board Attorney

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PREAMBLE

1. WHEREAS, the parties of these negotiations have a common goal of providing the best possible education for the students of this district; and
2. WHEREAS, the success of this school district is dependent, among other things, upon the mutual understanding and cooperation between the Board of Education and its employees; and
3. WHEREAS, The Ohio Association of Public School Employees, Local #102 has been duly elected as representative of the cleaners, cafeteria employees, secretaries, and paraprofessionals/lunchroom non-paraprofessionals. The Cleveland Heights-University Heights Board of Education will discuss with OAPSE Local #102 matters concerning salaries, benefits and terms and conditions of employment; and
4. WHEREAS, after extended negotiations, the Board and OAPSE Local #102 have reached agreement; THEREFORE BE IT RESOLVED, that the following Agreement is adopted.
5. DURATION: This agreement shall become effective June 1, 2008, and shall continue in effect to and including June 30, 2011.

1.00.0

RECOGNITION

1.00.1

The Cleveland Heights-University Heights Board of Education recognizes the Ohio Association of Public School Employees/AFSCME-AFL-CIO and its Local #102 as the sole and exclusive bargaining agent for cafeteria workers, cleaners, paraprofessionals and lunchroom nonprofessionals, and secretaries. Excluded from the bargaining unit will be any supervisory and confidential employee. For purposes of this agreement, confidential employees excluded from the bargaining unit include:

One support staff in the Superintendent's office;
one support staff in each of the Assistant Superintendents' offices;
one support staff in the Director of Business Services' office;
one support staff in the Director of Student Services' office;
one support staff in the Treasurer/CFO's office; and
all current Human Resources Department personnel.

1.00.2

The recognition shall continue until the termination of the agreement and shall continue uninterrupted unless and until a new bargaining agent is certified or the Association is decertified pursuant to the provision of Chapter 4117 of the Ohio Revised Code.

REGULATIONS OF THE BOARD OF EDUCATION

2.00.0

NON-DISCRIMINATION

2.00.1

Discrimination Prohibited

2.00.2

No employee in the bargaining unit shall be appointed, reduced, removed or in any way favored or discriminated against because of race, national origin, religion or marital status, and, to the extent prohibited by law, no person shall be discriminated against because of age, gender, or physical disability.

2.00.3

Neither the Board nor OAPSE shall interfere with, intimidate, restrain, coerce or discriminate against any employee because of the exercise of rights to engage or not to engage in OAPSE activity.

3.00.0

COMPLIANCE WITH BOARD POLICY AND ADMINISTRATION REGULATIONS

3.00.1

Each employee is responsible to the Superintendent for compliance with the policies, rules, and regulations of the Board, through the administrative officer in charge of the area of his/her employment. In addition, each employee must comply with any administrative regulations, and with the educational philosophy and programs of the Board.

3.00.2

The administrative officer in charge of the area determines and administers rules and regulations for his/her area of responsibility under authority delegated to him/her by the Superintendent. Promptness and adherence to employment hours shall be required for each employee by the supervising officer.

- 3.00.3 The Board and the Union recognize the importance of a collaborative effort in maintaining a safe and effective School District. Teamwork with its employees is essential in providing this District with the best service. With such beliefs, the Union and the Board support the development of mutually agreed upon committees to address issues pertaining to the classified staff of Local #102. In all cases, the committees shall take into account State and Federal laws, Board policies, the collective bargaining agreement and the availability of funds.
- 3.00.4 All Board policies will be provided to the President of OAPSE Local #102.
- 3.00.5 Upon ratification of this agreement, it shall be prepared and distributed to all OAPSE Local #102 employees. Each employee will be provided with a copy of the agreement.

4.00.0 **HEALTH EXAMINATION**

- 4.00.1 Good health as evidenced by a medical examination is a condition of employment. The medical examination must include a tuberculin test. The cost of the medical examination is to be paid for by the employee.
- 4.00.2 A health examination, at Board cost, shall be required of any employee at any time upon recommendation of the administrative and supervisory personnel in charge.
- 4.00.3 New and currently employed employees who have had a positive reaction to a tuberculin test or who became known to have converted a tuberculin skin test from negative to positive shall have a chest x-ray and any other medical and laboratory examinations deemed necessary by the school physician or the board of health district to determine that there is an absence of tuberculosis in a communicable state.
- 4.00.4 Any employee who submits a written statement from his/her physician saying that such test is inadvisable for medical reasons shall be required to submit such a statement annually or be required to have such test. It shall be the employee's responsibility to submit the statement to a designated person by a designated date. Noncompliance by an employee in any condition listed in this section within 30 days of the designated date may result in suspension from duty without compensation until the requirements are fulfilled or may be the basis for the termination of employment. The employee is required to complete a HIPAA compliant authorization to allow the physician's medical report(s) to be released to the Board.

5.00.0 **SERVICE CREDIT**

- 5.00.1 A fractional part of a year shall be recognized as equal to one year's credit on the salary schedule under the conditions listed below for each category:
- 5.00.2
 - 195 day employees must work at least 145 days
 - 205 day employees must work at least 150 days
 - 215 day employees must work at least 155 days
 - 225 day employees must work at least 165 days
 - 260 day employees must work at least 195 days

5.00.3 These days worked must be prior to the July 1 after the initial employment, excluding Saturdays, Sundays, but including days taken as: paid sick leave, paid personal leave, professional leave, vacation, calamity days, Board declared holidays and regular holidays set forth in this agreement.

5.00.4 An employee meeting the above requirements will be granted one (1) year experience for salary and benefits effective the July 1, after initial employment and thereafter will accrue one (1) year of service credit each succeeding July 1. Further, employees must be paid for the number of days corresponding to his/her contract length referred to above in order to receive credit for vacation or salary step increases.

5.00.5 No member employed before January 1, 1992 will have the number of work days for their present position reduced unless the employee agrees to the reduction.

6.00.0 **195 DAY, 205 DAY, 215 DAY, 225 DAY AND 260 DAY EMPLOYMENT**

6.00.1 **195 day employment** is to be interpreted as starting not earlier than one day before school opens and ending not later than two days after school closes. This shall not prevent the following of past practice whereby on occasions earlier starting or later ending is necessary. Such days shall be with pay.

6.00.2 **205 day employment** is to be interpreted as starting on Monday of the week before school opens and ending on the Friday a week after school closes in June. This employment consists of five days per week of specified hours with official school recesses allowed except as otherwise designated for particular classifications of employees. Salaries are prorated for less service as approved by the Superintendent.

6.00.3 **215 day employment** is to be interpreted as starting on the Monday two weeks before school opens, and ending on the Friday two weeks after school closes in June. This employment consists of five days per week of specified hours with official school recesses allowed except as otherwise designated for particular classifications of employees. Salaries are prorated for less service as approved by the Superintendent.

6.00.4 **225 day employment** is to be interpreted as starting on the Monday three weeks before school opens, and ending on the Friday three weeks after school closes in June. This employment consists of five days per week of specified hours with official school recesses allowed except as otherwise designated for particular classifications of employees. Salaries are prorated for less service as approved by the Superintendent.

6.00.5 **260 day employment** is to be interpreted as working July 1 through June 30 which includes paid holidays and paid vacations as allowable.

7.00.0 **TAX DEDUCTIONS AND STATE EMPLOYEE'S RETIREMENT SYSTEM**

7.00.1 Compensation received by all employees is subject to Income Tax deductions and other employee approved deductions.

7.00.2 The Treasurer/CFO is directed by law to deduct the amount prescribed by law of the total salary received by regular employees for the State Employee's Retirement System. Each employee is required to be a member of the retirement system for his/her classification, in accordance with the statutes.

8.00.0 **WORKERS' COMPENSATION**

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

8.00.2 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.

8.00.3 If, however, the employee accepts sick leave benefits he/she shall not be entitled to Workers' Compensation benefits until he/she directs the Treasurer/CFO to discontinue payment of sick leave.

8.00.4 Insurance coverage otherwise provided by the Board will be continued for the remainder of the month during which the injury occurred and for the following two months in those instances where an employee elects Workers' Compensation benefits.

9.00.0 **PAYROLL CHECKS**

9.00.1 Payroll checks for all employees covered by the agreement shall be paid every two (2) weeks on Fridays. The pay date shall be two weeks after the completion of the payroll period. If the pay date is a nonworking day, payment shall be made on the preceding work day.

9.00.2 All employees will receive their pay through Automatic Payroll Deposit. Each bargaining unit member will identify one financial institution for such purposes. Documented, extreme hardship situations will be handled on a case-by-case basis.

10.00.0 **PAID HOLIDAYS**

10.00.1 All regular nonteaching school employees, whether salaried or compensated on an hourly or per diem basis, are entitled to a minimum of the following holidays for which they shall be paid their regular salary or their regular rate of pay, provided each such employee accrued earnings on his/her next preceding and his/her next following scheduled work day before and after such holiday.

10.00.2 New Year's Eve, New Year's Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Martin Luther King Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, and the day after Christmas of each year. In addition to the above named holidays, the Board of Education may declare any other day except days approved for teachers' attendance at an educational meeting, as a holiday and shall pay to all such regular nonteaching school employees, whether salaried or compensated on an hourly or per diem basis, their regular rate of pay, provided such holiday falls during the normal work week of the employee (O.R.C. 3319.087).

- 10.00.3 When a holiday falls on a day on which an employee is absent because of illness, the absence shall not be counted against sick leave and salary/hourly rate of pay shall be allowed for the holiday.
- 10.00.4 When a holiday comes immediately at the end of a period of absence for which salary/hourly rate of pay is allowed, it shall not be counted as part of the absence, provided the employee resumes his/her duties on the next regular work day.
- 10.00.5 When a holiday falls within a period of absence of an employee for which no salary/hourly rate of pay is allowed, then no pay shall be allowed for the holiday.
- 10.00.6 Payment for a holiday will only be made where the employee works his/her regularly scheduled day prior to and subsequent to the holiday, except that this requirement will not be enforced if the employee is ill and being paid sick leave on the day before and after the holiday.
- 10.00.7 When Christmas Eve, December 26, or New Years Eve falls on a weekend, the Board reserves the right to modify either the preceding or the following work week.
- 10.00.8 In addition, all full time employees shall have Independence Day as a paid holiday if they are paid for the month of July.

11.00.0 **SICK LEAVE**

- 11.00.1 Sick leave shall be earned and accumulated at the rate of 1 1/4 days per month of employment for full time employees and for part time employees shall be earned and accumulated on a prorated basis. Employment for those employees who work less than 12 months means that they will continue to accrue sick leave credit through July and August when school is not in session.
- 11.00.2 The Treasurer/CFO shall provide each employee with a statement of accumulated sick leave on each pay stub.
- 11.00.3 Sick leave shall be earned and accumulated at a rate of 1 1/4 days per month of employment to a maximum of 15 days per year for full time employees, and shall be earned and accumulated on a prorated basis for part-time employees. (i.e. an employee working four hours a day will accumulate 1 1/4 four hour days of such leave for each month of employment; an employee working a 3/5 schedule [three days per week] will accumulate 3/5 of 1 1/4 days of sick leave for each month of employment). The accumulation of sick leave shall be unlimited.
- 11.00.4 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(ren), father, mother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, the employee's grandfather or grandmother and members of the immediate household of the employee. In the case of contemplated absence because of the circumstances, the employee shall report by phone, in writing, or personally to the immediate supervisor giving the date of contemplated absence and citing the circumstances.
- 11.00.5 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.

- 11.00.6 Include in definition of immediate family the following: Applicable to death only sick leave shall be used, also for the death of son-in-law, daughter-in-law and grandchild.
- 11.00.7 All cleaning personnel are required to call the custodian in charge of their building at least two (2) hours before their scheduled starting time to report that they will be absent. If the custodian cannot be reached, they should ask the school office personnel to see that the custodian receives this message together with the time the call was received.
- 11.00.8 On workdays when school is not in session, cleaning personnel are required to call the custodian in charge of their building by 7:00 a.m. to report that they will be absent.
- 11.00.9 Other personnel shall call in to report off in the manner and by the time directed by their administrative supervisor.
- 11.00.10 When the Board or Administration has reason to believe that an employee is abusing his/her sick leave privilege, the administration, after notice to the employee, may require that employee thereafter furnish verification respecting further sick leave before such will be allowed.
- 11.00.11 Section 3319.141 of the Ohio Revised Code requires in part that each teacher/non-teaching school employee furnish a written signed statement on forms prescribed by such board to justify the use of sick leave. Use of the District's SAM/SEM system satisfies that requirement. Payment for sick leave is obtained by logging on to or calling in to the Substitute Employee Management System (SEMS) using the individual PIN number assigned when the employee first registers with SEMS. Logging on to or calling in to SEMS is considered a digital signature. Reporting sick leave to SAMS/SEMS is a mandatory requirement. Reporting any kind of absence to SAMS/SEMS is a mandatory requirement. The Superintendent may require a physician's statement if the employee was under the care of a physician. In that case, the employee is required to complete a HIPAA compliant authorization to allow the physician's medical report(s) to be released to the Board.
- 11.00.12 Employees are required to follow the appropriate procedure for the use of sick leave. Falsification of the use of sick leave is grounds for suspension or termination of employment under Ohio Revised Code Section 3319.16.
- 11.00.13 An employee who transfers from a public agency or school district in Ohio shall be credited with his/her unused balance of his/her sick leave upon presentation of the proper form or statement.

12.00.0 **PREGNANCY LEAVE**

- 12.00.1 An employee will notify the Assistant Director of Human Resources in writing of her desire to take a pregnancy leave at least three (3) months before the date she wishes the leave to commence.
- 12.00.2 Accumulated paid sick leave is to be used for the time of an employee's disability as a result of pregnancy. Normally accumulated paid sick leave may be used by a pregnant employee during the six (6) weeks prior and the six (6) weeks subsequent to delivery. However, additional sick leave may be approved if the

physician's report indicates that there is something unusual with the employee's pregnancy or termination of pregnancy that results in additional time needed for disability. The employee shall notify the Assistant Director of Human Resources of the date of delivery within ten (10) calendar days after the delivery date.

12.00.3 If a pregnant employee prefers not to use accumulated paid sick leave, or exhausts her accumulated sick leave credit, upon application, a leave of absence without pay or benefits will be granted for any time during the last eight (8) months of pregnancy and the leave to continue until the end of the school year in which it is granted. An additional leave will, upon request, be granted for an additional full school year. The granting of such leave will be on condition that the employee waives the obligation of the Board to contribute to the School Employees Retirement System during the period of such leave, and during such period the Board will not make such contribution on behalf of such employee and the employee will not receive credit on the salary schedule during the pregnancy leave.

12.00.4 An employee may return to her job classification after the expiration of any pregnancy leave, provided she gives the Board at least a forty-five (45) calendar days notice of her intent to return to work. Failure to return from requested leave under paragraph 12.00.2 or 12.00.3 will be considered as a resignation of employment. Regardless of any provisions in this contract to the contrary, the employee who is hired to replace an individual on pregnancy leave shall be laid off at the time the individual on pregnancy leave returns to work.

12.00.5 Sick leave and group health care insurance coverage will not be available to individuals for a surrogate pregnancy, child delivery and pre/post natal care in connection with a surrogate pregnancy, unless due to a family related medical necessity.

12.00.6 No doctor's release will be required for the six (6) weeks prior to the expected delivery date or the six (6) weeks subsequent to delivery provided there were no medical complications affecting said pregnancy.

13.00.0 PARENTAL LEAVE

13.00.1 An employee, whose spouse is pregnant or who is adopting a child, may request and shall be granted a parental leave of absence without pay or benefits for up to one (1) school year on the conditions set forth below:

13.00.2 A request for parental leave should be made at least three (3) months prior to the anticipated commencement of the leave. (It is understood a shorter period may be necessary, particularly in the case of adoptions.)

13.00.3 No more than one spouse employed by the Board of Education shall be entitled to a parental leave.

13.00.4 At least two (2) months prior to the expiration of the leave, application for an extension of the parental leave may be requested, and an extension will be granted for up to one (1) more school year.

13.00.5 An employee may return to his/her job classification after the expiration of any parental leave, provided the returning employee gives the Board at least forty-five (45) calendar days notice of his/her intent to return to work. Failure to return will be considered as a resignation of employment. Regardless of any provisions in

this contract to the contrary, the employee who is hired to replace an individual on parental leave shall be laid off at the time the individual on parental leave returns to work.

13.00.6 The granting of such leave will be on condition that the employee waives the obligation of the Board to contribute to the School Employees Retirement System during the period of such leave, and during such period the Board will not make such contribution on behalf of such employee and the employee will not receive credit on the salary schedule during the parental leave.

14.00.0 **PATERNITY LEAVE**

14.00.1 Sick leave to a maximum of seven (7) working days may also be used as paternity leave to be taken for the seven (7) working days immediately after delivery occurs during a time (week) when the applicant is scheduled to work and if the applicant is the husband of the woman delivering.

15.00.0 **ADOPTION LEAVE**

15.00.1 Sick leave to a maximum of ten (10) working days may be used upon the adoption of a child immediately after the adoption occurs provided that only one spouse employed by the Board shall be granted sick leave for any adoption. Prior notice should be given as early as possible.

16.00.0 **ASSAULT LEAVE**

16.00.1 Pursuant to 3319.143, an employee who is unable to work because of a physical disability received in, or arising out of employment, whether during or outside of school hours and whether on or off school property, resulting from an assault, shall receive full scheduled compensation for the period of total disability less any amount received by the employee under the income continuity policy which is fully paid by the Board and less any compensation received by the employee under the Worker's Compensation Act of Ohio.

16.00.2 No payment shall be made or required for any period during which the employee elects to take sick leave and an employee may apply for assault leave after sick leave has been exhausted.

16.00.3 The employee shall not qualify for, or accrue assault leave except upon submission of an application on a form to be furnished by the Board of Education justifying the granting of assault leave; and if the employee receives medical attention, the employee shall furnish a certificate from the licensed physician stating the nature of his/her disability and its expected duration. The Board shall have the right to have the employee examined by a Board physician at Board expense. (See Appendix for form.)

16.00.4 Employees shall also be required to complete an incident report form within ten (10) days of the incident, or as soon thereafter as is possible, disclosing the nature, participants, witnesses, and location of the assault. In addition, an employee receiving assault leave must agree to provide written and/or verbal testimony to assist the Board and the administration as necessary to insure appropriate disciplinary action is taken against the attacker. Falsification of either a signed

statement, assault leave form, or a physician's certificate is grounds for disciplinary action up to and including termination.

16.00.5 Payment for assault leave shall be at the regular rate of pay in effect for such employee at the time of such assault.

16.00.6 Payment shall be discontinued whenever the employee becomes eligible for retirement benefits under the School Employees Retirement System, whether benefits are based upon retirement because of age or retirement because of disability. In all other respects not covered by this resolution, the provisions of 3319.143 shall apply. An employee whose disability due to assault is anticipated to exceed one year and who does not qualify for SERS disability retirement shall continue on assault leave until the employee qualifies for disability benefits under SERS or until the employee returns to work. In such instances, the Board shall have the right to schedule periodic medical examinations at its expense, not to exceed one per assault leave, to confirm the continuing disability.

16.00.7 No reduction will be made from the employee's assault leave, sick leave and/or retirement severance paid by the Board for sums awarded by the Workers' Compensation Commission for a partial permanent disability.

17.00.0 PERSONAL LEAVE

17.00.1 Personal leave not to exceed three (3) days a year shall be granted to each employee. Full time employees hired after the start of the school year shall be entitled to a prorated number of personal days rounded to the nearest one-half day. Employees hired after the start of the school year who work less than full time, will be prorated for personal days to the nearest hour. The number of hours to be paid for each personal "day" is computed by taking 1/5 of the employee's regularly scheduled work hours for that work week. (i.e. if a person works 2.5 days per week, that person would be entitled to personal days consisting of 4 hours per "day"). New employees are not eligible to use personal leave until after the completion of the probationary period.

17.00.2 Personal leave may be used for such occasions as religious holidays, graduation and weddings of members of the immediate family or personal business that cannot be performed at any other time. Personal leave is not to be used in place of sick leave or for vacation purposes. Personal leave is intended to cover emergency or critical business that cannot be performed at any other time.

17.00.3 Personal leave shall be requested on the form provided. The personal leave request form shall be forwarded by the employee to his/her immediate supervisor. When feasible, such request shall be made at least one (1) week prior to the date requested for such leave. The immediate supervisor shall notify the employee of his/her approval or denial of the employee's request at least one (1) work day prior to the time for which leave is requested.

17.00.4 Emergency arrangements for personal leave shall be made with the employee's immediate supervisor, and shall be confirmed in writing within three (3) days upon the employee's return to duty, to the Human Resources Department.

17.00.5 Request for personal leave on the day immediately preceding or following a school vacation period will not be approved, except under very unusual circumstances.

- 17.00.6 A personal leave can be granted only when no compensation is received by the employee from other than school funds. Falsification of such leave shall be grounds for disciplinary action up to and including termination.
- 17.00.7 When absence is required because of a religious holiday, and when the employee requesting such leave has exhausted their allowed personal leave days, the day or days will nonetheless be granted; and when granted, the employee shall not receive pay for that day or days.
- 17.00.8 Employees may carry over unused personal leave to a maximum of five (5) personal leave days per year. The remainder shall be converted to sick leave pursuant to Section 17.00.9.
- 17.00.9 Unused personal leave will be converted into sick leave at the rate of one hour of sick leave for each hour of personal leave not used. The conversion will take place at the end of the school year.

18.00.0 **PROFESSIONAL LEAVE**

- 18.00.1 Professional leave may be granted for the purpose of visiting other schools, attending to school business or rendering professional services and for attendance at professional meetings as approved by the Superintendent.
- 18.00.2 Full pay shall be allowed for professional leave without deduction from sick leave or cumulative leave, provided no compensation is received by the employee from other than school funds during said leave.
- 18.00.3 Applications for professional leave shall be made on forms secured from the employee's immediate supervisor. Applications shall be completed at least two (2) weeks prior to the intended leave, except where circumstances make this impossible.

19.00.0 **LEAVE OF ABSENCE**

- 19.00.1 An employee may submit a written request for a leave of absence for reasons of illness or other disability. The Board of Education shall grant such leave of absence for a period of time not to exceed two (2) consecutive school years. Such illness or disability must be confirmed in writing by the attending physician. Subsequent requests for such leave may be renewed by the Board.
- 19.00.2 An employee having 10 years of service with the Board may submit a written request for a leave of absence for reasons other than illness or disability. Each request shall be judged on its individual merit. In such cases, the Board may approve a leave for a period not to exceed six (6) months. Subsequent requests may be renewed by the Board. No more than two (2) such leaves per year will be considered.
- 19.00.3 Eligible employees who are on an approved Board of Education leave of absence shall have the opportunity of continuing to receive Cleveland Heights-University Heights group insurance coverage. Such employees must reimburse the Board for the premium costs. Failure of the individual to forward payments to the Board at the stipulated times will terminate this option.

19.00.4 Employees on return from leave are assured of employment, and will be returned to their former classifications. Every effort will be made to return the employee to his/her former position. Time spent in such leave will not be credited as experience on the salary schedule.

20.00.0 **JURY DUTY AND COURT APPEARANCE**

20.01.0 **Jury Duty**

20.01.1 Employees called to serve on juries will receive full compensation provided written proof of length of duty from the court bailiff is presented to the Department of Human Resources. Time served for jury duty will not be charged to sick leave nor personal leave.

20.02.0 **Court Appearance**

20.02.1 Employees who are subpoenaed to appear in court on a regularly scheduled workday, as a witness solely because of the performance of their employment duties in the School District, will be provided full compensation. Any witness fees, excluding mileage reimbursement, that the employee receives shall be turned over to the Treasurer/CFO.

20.02.2 Employees who are subpoenaed to appear in court, on a non-regularly scheduled workday, as a witness solely because of the performance of their employment duties in the school district, will be provided with compensation in the amount of \$25.00 per day.

21.00.0 **HOSPITALIZATION & INSURANCE**

21.00.1 No employee will be eligible to receive any benefits until they have satisfactorily completed the probationary period.

21.00.2 It is the responsibility of the employee to file all applications, forms, etc., necessary to obtain the above coverage. The Board shall not be liable in the event that an employee fails to file appropriate applications.

21.01.0 **Hospitalization**

21.01.1 The Board will furnish and contribute premiums for single coverage or family coverage to eligible employees in either of the plans listed below:

- (a) SuperMed Plus, or a plan similar to it; or
- (b) Kaiser Permanente *

21.01.2 Effective January 1, 2009 there will be no new Kaiser enrollees. Current employees who wish to remain enrolled in Kaiser as of January 1, 2009 will contribute premiums in accordance with Sections 21.01.3 or 21.01.4, and additionally pay the difference between Kaiser and SuperMed.

21.01.3 Any employee working 1425 hours/year or more who elects coverage will be required to make a contribution toward the payment of premium as follows:

Effective January, 2009	Single coverage \$30.00 (pre-tax) per month, Family coverage \$75.00 (pre-tax) per month
Effective January, 2010	Single coverage \$40.00 (pre-tax) per month, Family coverage \$100.00 (pre tax) per month.

- 21.01.4 Employees working less than 1425 hours/year who elect coverage, will have their premium contribution prorated on the basis of 1425 hours/year, and will not be required to make a \$30/\$75 or \$40/\$100 contribution toward the payment of premium as set forth above. Members receiving full single coverage since 1983 will continue to receive full single coverage, and will be required to make a \$30 and \$40 contribution toward the payment of premium as set forth above.
- 21.01.5 No contribution will be made by the Board toward family coverage if the applicant already has family coverage by an existing policy in a managed care plan, Kaiser Community or similar group fully paid for by the contract holder's employer.
- 21.01.6 Employees who work 3 3/4 hours/day are eligible for hospitalization on a prorated basis, as set forth above, after satisfactory completion of the probationary period. The employee has 30 days in which to apply for coverage. Thereafter, hospitalization may be applied for at any future open enrollment period.
- 21.01.7 All employees who are covered by insurance shall be covered on a twelve (12) month basis. All premium contributions shall be subject to the Flexible Spending Plan (Pre-tax 125).
- 21.01.8 Employees working less than 1425 hours per year will have four payroll deductions made from their payroll checks prior to the end of the school year to account for their share of insurance premiums for July and August.
- 21.02.0 **Life Insurance**
- 21.02.1 Life insurance will be provided to employees who work a minimum of five (5) hours/day according to the following schedule:
- | | |
|----------------------|--------------------|
| 950-1300 hours/year | \$20,000 Insurance |
| 1301-1500 hours/year | \$25,000 Insurance |
| 1501 hours/year - up | \$30,000 Insurance |
- 21.03.0 **Disability Income Insurance**
- 21.03.1 The Board will provide income insurance to all employees covered under this agreement who work five (5) hours or more per day as follows:
- 21.03.2 Benefits to be 50% of salary for the maximum period of 26 weeks starting on the 31st day of illness or the day following the exhaustion of paid sick leave, whichever is later.
- 21.04.0 **Vision Care, Dental, and Prescription Drug Insurance Package**
- 21.04.1 The Board will make available a package to include vision care, dental and prescription drug insurance (including oral contraceptive coverage) under policies to be issued by such carrier as selected by the Board.
- 21.04.2 The Board will pay for full single or family coverage for the vision, dental and prescription drug insurance package for employees working a regular schedule of 1425 hours/year or more.

21.04.3 Employees who work 3 3/4 hours/day or more are eligible for this vision, dental and prescription drug package on a prorated basis after satisfactory completion of the probationary period.

21.04.4 Dental and vision coverage shall equal or exceed that existing in 1993, except that orthodontia services will be 80% to \$2,200 lifetime maximum. Prosthetic and complex restorative services will be 80% to the annual benefit maximum of \$1,600.

21.04.5 Prescription drug coverage will provide for the following copayments: \$18 when the member elects to purchase a brand name drug if a generic equivalent is available; \$12 when the member purchases a brand name drug when no generic equivalent is available; and \$6 when the member purchases a generic equivalent instead of a brand name drug.

21.05.0 **Part-time Prorate and Adverse Selection**

21.05.1 Eligible members of the bargaining unit employed on less than a full-time basis who elect coverage under 21.04.0 above will have the Board contribution prorated on the basis of 1425 hours per year. This option of a vision, dental and prescription drug package must be exercised within the first thirty (30) days after successful completion of the probationary period, may not be exercised at any other time, and may not be cancelled, withdrawn or amended during the life of this three (3) year contract except in the following circumstances: 1) if the member has a change in marital status; or 2) in the event that the member's spouse is separated from his/her employment.

21.05.2 Eligibility for the package commencing September 1, 1992 will require the following:

1. The employee must work at least 3 3/4 hours per day.
2. The employee must enroll in the entire package.
3. The employee's net check must be sufficient to cover the full cost of their share of their benefit costs.

21.06.0 **Multiple Bargaining Units**

21.06.1 Should a member of the Local 102 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 from both part-time positions. Should the total prorated percentage be insufficient to cover the cost of benefits, which shall be those of the bargaining unit from which the member derives the most income, the difference shall be paid by payroll deduction. Should the combined prorated percentage exceed the cost of benefits, the Board shall contribute only the necessary amount.

21.07.0 **All Insurance**

21.07.1 Any cost of insurance in excess of the Board's contribution shall be by payroll deduction.

21.07.2 The following provisions are applicable to all insurance provided:

1. No contribution will be made by the Board for family coverage in any of the above policies if the employee is being covered by a family covered policy issued by the Board to the employee's spouse.
2. The Board shall not be liable in the event the employee fails to file appropriate applications.
3. The insurance programs will be administered by the Treasurer/CFO.
4. The Board retains the right to change insurance carriers, with consultation with OAPSE Local #102, so long as any carrier chosen furnishes benefits as good as, or better than, that presently provided.

21.08.0 **Employee Assistance Program**

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

21.09.0 **Flexible Spending Account Plan**

21.09.1 A Flexible Spending Account Plan (**Pre-tax 125**) will be available to all members at their eligibility in accordance with Section 21.00.1 and/or the annual open enrollment period.

21.10.0 **Physical Examinations**

21.10.1 Where not otherwise furnished through the existing provider's coverage, reimbursement will be made for routine physical examinations. The allowable frequency of such routine examinations is as follows:

<u>age</u>	<u>frequency</u>
30-39	1 exam every 5 years
40-49	1 exam every 3 years
50-59	1 exam every 2 years
Over 60	1 exam every year

21.11.0 **Hepatitis Vaccine**

21.11.1 The Board will provide the Hepatitis B Vaccine to bargaining unit members.

22.00.0 **PERSONNEL FILES**

22.00.1 The Department of Human Resources shall maintain the official employee files at the Board of Education Building. No other employee file shall be considered to exist for purposes of documentation in all official matters, transfers, assignments, evaluations, grievances, or any other matters concerning the employee.

22.00.2 Materials retained in files other than the official file shall not be considered as official.

- 22.00.3 No material of a derogatory nature about an employee's service, conduct, character or personality shall be placed in the file, unless the employee has had an opportunity to read such material.
- 22.00.4 The employee shall acknowledge having read the material by putting his/her name and the date when read on the material. The signature indicates only that the employee has read the material, not that he/she is in agreement with its content. Any employee who does not agree with the material read, may at that time make written comments regarding the material. If the employee refuses to so acknowledge the reading, this fact shall be noted on the record along with the date of the reading.
- 22.00.5 The employee has the right to respond to any material filed and to have this response attached to the file copy.
- 22.00.6 Upon request, and between the hours of 8:15 a.m. and 4:00 p.m., or by appointment if the employee's work hours conflict with these times, the employee shall be permitted immediately to examine his/her file. An employee must give the Human Resources Department twenty-four hour notice if he/she wants their personnel file reproduced.
- 22.00.7 Any employee may request the removal of disciplinary Personnel Actions from his/her personnel file after three (3) years of good behavior as demonstrated by a lack of any such disciplinary Personnel Actions during the most recent three (3) years. Such a request meeting the above requirements indicated immediately shall be honored.

23.00.0 **EVALUATIONS**

- 23.00.1 Every employee shall be evaluated, on a standard evaluation form, at least once each year. No evaluation of any employee shall be placed in any personnel file without an opportunity for discussions between the employee and the evaluator. Any negative evaluation shall include specific recommendations for improvement and provisions for assisting the employee in implementing any recommendations made. The employee shall have the right to review and respond to any evaluation.

24.00.0 **DUES AND FAIR SHARE SERVICE FEE**

24.01.0 **Membership Dues**

- 24.01.1 The Board will deduct from the pay of each employee who so authorizes it the required amount of fees for the payment of state and local dues of the bargaining unit on a monthly basis. The authorization of membership shall be continuous and revocable. Membership revocation period shall be for ten (10) days, from September 1st through September 10th of each year, and must be in writing to the Board Treasurer/CFO. The Board Treasurer/CFO shall notify the Local President of any employee who revokes membership. State dues shall be sent to the State OAPSE Treasurer. Local dues shall be sent to the Local Treasurer. The Board agrees not to honor any check off authorization or dues deduction authorization executed by any employee in the bargaining unit in favor of any other labor organization. Dues shall be deducted for months worked only.

- 24.02.0 **Fair Share Service Fee**
- 24.02.1 Local 102 assures the Board that the Local's fair share fee procedures and procedures to challenge fair share rebates comply with and satisfy all legal requirements.
- 24.02.2 The Local shall provide to the Board a copy of the Local's rebate procedure. The Local shall also provide to the Board any revisions or amendments to the fair share fee and rebate procedures at the time such revisions or amendments are adopted.
- 24.02.3 In the event any member of the bargaining unit from whom a service fee is charged shall object to the imposition of such fee, either on the grounds that the amount charged is inaccurate or that the bargaining unit member is not one against whom a service fee may be assessed, this shall be discussed with the Local in an effort to resolve the dispute.
- 24.02.4 Subject to the above, Local 102 agrees to hold the Board harmless and to defend the Board in any suit, claim or administrative proceeding arising out of or connected with the imposition, determination, or collection of service fees or dues, to indemnify and defend the Board for any liability imposed on it as a result of any such suit, claim or administrative proceeding. The Union shall select qualified, competent attorneys. Such indemnification and defense shall not extend to claims against the Board for discrimination on the basis of race, sex or national origin because of clerical or other errors by Board employees. For purposes of this Section, the term "Board" includes the Board of Education of the Cleveland Heights-University Heights City School District, its members, the Treasurer/CFO, Superintendent and all members of the administrative staff. Should this indemnification agreement be found invalid or void by any court, the entire Section 24.02 may be reopened for negotiations by request of either party.
- 24.02.5 **Section 1.**
Ninety (90) days following the beginning of employment or the effective date of this agreement, whichever is later, employees in the unit who are not members of the Local shall pay to the Local a fair share fee as a condition of employment with the Employer. Such fair share fee shall not exceed dues paid by members of the Local who are in the bargaining unit. The Local shall notify the Employer of the fair share fee amounts in the same manner as notification of amounts and changes in the amounts of dues deductions. Fair share fees shall be deducted from the payroll checks of the employees in the same manner as regular membership dues are deducted and forwarded by the Employer to the Local, both State and Local Chapters, in the same manner except that written authorization for deduction of fair share fees is not required.
- 24.02.6 **Section 2.**
The fair share service fee assessment shall be applicable to all employees whose position contemplates a regular schedule of more than three (3) hours per day.
- 24.02.7 **Section 3.**
The Board shall continue the present practice concerning payments and providing printouts and shall provide twice per year a list of all members of the bargaining unit and the fair share service fees and dues deduction; a list of new bargaining unit members; a list of bargaining unit members returning from leaves of absence; a list of bargaining unit members granted leaves of absence; and a list of employees who terminate employment.

24.02.8

Section 4.

Any person making fair share fee payments shall have the right to object to the expenditure of a portion of such payments for activities of a primarily partisan, political nature. Such objections shall be perfected, if at all, by the objector individually notifying the OAPSE Director of the objection in writing by registered or certified mail. A rebate policy shall be sent to each employee who is subject to the fair share service fee assessment.

24.02.9

Any member of the bargaining unit who objects to the payment of the fair share service fee by reason of membership in and adherence to the tenets or teachings of bona fide religion or religious body which has historically held conscientious objections to joining or financially supporting an employee organization and which is exempt from taxation under provisions of the Internal Revenue Code may submit proper proof of religious conviction to the State Employment Relations Board to seek a declaration from the Board that the member not be required to financially support the Local in accordance with the provisions of Section 4117.09(C).

24.02.10

It is recognized that SERB shall, if it finds that the employee is not to be required to pay a service fee, require payment of an equal amount to a non-religious charitable fund pursuant to the requirements of Section 4117.09(C).

24.02.11

A challenge to the proposed rebate or a challenge to a failure to rebate shall be filed with the State Employment Relations Board pursuant to Ohio Revised Code Section 4117.09(C).

24.03.0

Other Voluntary Deductions

24.03.1

With proper authorization from the employee, the Board agrees to make payroll deductions for P.E.O.P.L.E. (Public Employees Organized to Promote Legislative Equality).

25.00.0

NO STRIKE

25.00.1

The bargaining unit agrees not to strike during the term of this agreement. If the bargaining unit does strike, it shall forfeit its rights to dues check-off and fair share service fee.

26.00.0

VACATION

26.00.1

Vacation shall be granted as follows for 260 day employees:

1/2	year but less than 1 year	5 days vacation
1-7	years of service	10 days vacation
8-14	years of service	15 days vacation
15	years of service	20 days vacation

26.00.2

Any 260 day employee who has more than fifteen (15) years of credited service at (that is with) the Cleveland Heights-University Heights Board of Education shall earn an additional day of vacation, up to a maximum of five (5) days, for every year of credited service over fifteen (15) years. This applies only to those employees who have been employed by and have worked for the Cleveland Heights-University Heights Board of Education for all of said fifteen (15) years.

- 26.00.3 Vacation in any year is granted according to years of service as of July 1.
- 26.00.4 Vacation may be taken any time during the year after which they have been earned, with the prior approval of the immediate supervisor. Vacation should be geared to the work schedule of the office involved and require this prior approval. A maximum of five (5) days of vacation time may be carried over beyond June 30th with the approval of the Human Resources Department.
- 26.00.5 With the consent of the immediate supervisor and approval of the Superintendent, not more than half of the earned vacation time may be worked at regular job and the employee compensated at their prorated salary.
- 26.00.6 Vacation credit for an employee moving from a 205 day to a 260 day job shall be determined as follows: The number of months of 205 day service shall be multiplied by .788 (205/260). The resulting figure shall then be applied to section 26.00.1 giving the number of days vacation granted for years of service.
- 26.00.7 Vacation credit for an employee moving from a 215 day to a 260 day job shall be determined as follows: The number of months of 215 day service shall be multiplied by .827 (215/260). The resulting figure shall then be applied to section 26.00.1 giving the number of days vacation granted for years of service.
- 26.00.8 Vacation credit for an employee moving from a 225 day to a 260 day job shall be determined as follows: The number of months of 225 day service shall be multiplied by .865 (225/260). The resulting figure shall then be applied to section 26.00.1 giving the number of days vacation granted for years of service.

EXAMPLE: Mary was employed for 5 years as a 205 day secretary and then moved to a 260 day secretarial position. Her vacation credit would be found as follows:

5 years x 10 months	=	50 months
50 months x .788	=	39 months
39 months + 12 months	=	3.25 years of service;
		then follow the vacation schedule.

- 26.00.9 If employment is terminated voluntarily or involuntarily prior to July 1st of any year, the employee will receive pay for prorated vacation time.

27.00.0 **SEVERE WEATHER-CALAMITY DAYS**

- 27.00.1 All employees shall be paid their appropriate rate of pay for all days or part of a day when the school system is closed owing to an epidemic or other public calamity.
- 27.00.2 Any employee who performs work for the Board or reported to work shall be paid time and a half for calamity hours or days worked.
- 27.00.3 Calamity days shall be counted as days worked for the purpose of determining the rate of overtime work payment.
- 27.00.4 If required to report to work, an employee shall report for and perform work.

- 27.01.0 **Emergency Closing**
- 27.01.1 Cancellation of classes does not in and of itself constitute an emergency building closing. However, emergency situations or hazardous conditions may require the cancellation of classes and the closing of a school building or buildings.
- 27.01.2 Emergency or hazardous conditions may include but are not limited to fire, extended utility outage, and health epidemic.
- 27.01.3 When a building closes due to an emergency or hazardous conditions, employees may be dismissed or reassigned; those employees shall receive their normal rate of pay. Those employees required to remain in the closed buildings shall be compensated at time and one-half for all hours worked in addition to their regular pay for the extent of the emergency or hazardous conditions.
- 27.01.4 In a closed building situation, premium pay status shall commence when the building is vacated.
- 27.01.5 Premium pay status for those working in a closed building shall continue until the appropriate authority (i.e., Fire Marshall, Health Inspector, District Administrator, etc.) deems the building safe.

28.00.0 **PRESIDENT**

- 28.00.1 The President of the bargaining unit, the Vice President of the bargaining unit, and/or the Chairperson of the Grievance Committee shall be allowed not more than a total of six (6) hours per week of released time, if necessary, but shall get the approval of the immediate supervisor, which approval shall be given unless the immediate demands of the job prevent it at the time requested in the opinion of the immediate supervisor. There is a letter dated April 25, 2008 from the Assistant Director of Human Resources written to the Union President documenting the exclusions from "release time."
- 28.00.2 In the event time in addition to the six (6) hours provided for herein is required, requests for such additional time, with the reason for the request, shall be submitted to the Assistant Director of Human Resources who shall have the authority to approve such additional time as is necessary.

29.00.0 **AUTHORIZED DELEGATES - PROFESSIONAL LEAVE**

- 29.00.1 A maximum of four (4) authorized delegates from the bargaining unit shall be permitted to attend their State Convention for a maximum of three (3) days at their own expense, and with no loss of pay. Applications must be made according to regulations specified for professional leave.
- 29.00.2 A maximum of five (5) authorized delegates from the bargaining unit shall be permitted to attend their District Conference for one (1) day at their own expense, and with no loss of pay. Applications must be made according to regulations specified for professional leave.
- 29.00.3 Salary deductions for absence not covered by regulations for leave shall be determined on a per diem basis by dividing the annual contract salary by the number of contract days.

30.00.0 **WORK HOURS**

30.00.1 Time and a half shall be paid for all hours worked over forty (40) hours per week. There will be no pyramiding of overtime.

30.00.2 Except in emergency situations, the employee and Local President will be sent written notification five working days in advance of any change in an employee's regular work schedule that is contemplated for greater than five days.

30.01.0 **Cleaners Work Hours**

30.01.1 Reasonable attempts will be made to employ cleaners according to the following schedule:

Elementary Schools	...no less than 5 hours
Board of Education Building	...no less than 6 hours
Middle Schools	...no less than 6 hours
Taylor Academy	...no less than 6 hours
Heights High School	...no less than 8 hours

30.01.2 On the evenings designated by the Superintendent as "conference night," cleaners at the specified buildings may be asked to begin their work shift earlier to prepare for the night. Cleaners will be given a week's notice of the proposed work hours.

30.01.3 Following conference night, the day that is designated as nonstudent/ nonteaching day, cleaners may be asked to begin their work shift earlier. This day may also be designated as an in-service day.

30.02.0 **Cafeteria Work Hours**

30.02.1 Reasonable attempts will be made to employ cafeteria workers according to the following schedule:

Cook Managers	...no less than 7-1/2 hours
Cook Manager (Taylor)	...no less than 5-1/2 hours
Head Cook	...no less than 7 hours
Bakers	...no less than 6 hours
Assistant Cooks	...no less than 5 hours
Salad & Sandwich Makers	...no less than 5 hours
General Helpers	...no less than 3-1/2 to 5 hours

30.02.2 Should conditions warrant a change in the above hours, the Union shall be contacted for discussion, prior to any final decisions.

30.02.3 On the evenings designated by the Superintendent as "conference nights," the cafeteria staff at the specified building(s) will work their shift during that evening to coordinate with the conference schedule. The schedules of these employees will be determined by the Principal of the building/Food Service Supervisor. These employees will then be granted a compensatory day off, as designated by the Superintendent. No overtime pay will be given for hours worked during conference nights.

30.02.4 In the event a cafeteria worker at the specified buildings is absent from the evening conference session, 1.0 day of sick leave or personal leave will be charged against their balance.

30.03.0 **Paraprofessionals/Nonparaprofessionals**

30.03.1 Reasonable attempts will be made to employ Paraprofessionals/Nonparaprofessionals according to the following schedule:

Classroom Paraprofessional	...no less than 6 ¼ hours
Guidance Paraprofessional	...no less than 6 hours
Kindergarten Paraprofessional	...no less than 6 ¼ hours
Language Paraprofessional	...no less than 6 hours
Nurse Paraprofessional	...no less than 7 hours
School Psychologist Paraprofessional	...no less than 6 ¼ hours
Special Education Paraprofessional	...no less than 6 ¼ hours
Vocational/Career Ed. Paraprofessional	...no less than 4 hours
Lunchroom Nonparaprofessional	...no less than 2 ¼ hours

30.03.2 Lunchroom nonparaprofessionals at the buildings specified by the superintendent to hold "conference nights" will not be required to work the conference night, and will be reassigned to another building on the designated compensatory day, or may be directed to attend in-service sessions.

30.03.3 On the evenings designated by the superintendent as "conference nights," the paraprofessionals at the specified building(s) will work their shift during that evening to coordinate with the conference schedule. The schedules of these employees will be determined by the Principal of the building. These employees will then be granted a compensatory day off, as designated by the Superintendent. No overtime pay will be given for hours worked during conference nights.

30.03.4 In the event the paraprofessionals at the specified building(s) are absent from the evening conference session, 1.0 day of sick leave or personal leave will be charged against their balance.

30.04.0 **Secretarial Work Hours**

30.04.1 The following staggered work hours will be organized with the understanding that no secretary will be alone in a building beyond 4:30 p.m. unless the employee has administrative approval and other personnel are present, i.e. custodian, administrator.

30.04.2 Elementary, Middle School and Senior High School offices:
between 7:00 a.m. and 5:00 p.m. dependent on individual school schedule.

30.04.3 Board of Education offices:
between 7:00 a.m. and 5:00 p.m.

30.04.4 The work week shall be 37-1/2 hours per week, 7-1/2 hours per day, 5 days per week with an allowance of one hour for lunch. A fifteen minute break will be allowed each morning and each afternoon at the time approved by the employee's immediate supervisor.

30.04.5 During the summer work schedule, the Board and Senior high school offices will be open from 8:00 a.m. to 4:30 p.m. with employees working a staggered schedule.

30.04.6 Personnel released from a building job with duties completed will be assigned by the Superintendent to the Board of Education Building to complete specified period of service to the Board of Education.

30.04.7 On the evenings designated by the superintendent as "conference nights," the administrative assistants, general office, and staff assistants, at the specified building(s) will work their shift during that evening to coordinate with the conference schedule. The schedules of these employees will be determined by the Principal of the building. These employees will then be granted a compensatory day off, as designated by the Superintendent. No overtime pay will be given for hours worked during conference nights.

30.04.8 In the event the administrative assistants, general office, and/or staff assistants at the specified building(s) are absent from the evening conference session, 1.0 day of sick leave or personal leave will be charged against their balance.

30.05.0 **SUMMER WORK**

30.05.1 Bargaining unit members may apply for temporary summer positions.

30.05.2 Forms will be available in each building by the 1st week of May for members to complete and return to the Human Resources Department to indicate their availability for temporary summer positions.

30.05.3 Employees assigned to summer duties within their current classification series shall be paid at their regular yearly salary computed on an hourly basis.

30.05.4 Employees assigned to summer duties outside of their classification series shall be paid at Step 1 on the salary schedule of the classification for the summer position.

31.00.0 **FIRST AID TRAINING**

31.00.1 Each school secretary is expected to administer emergency first aid in the absence of the school nurse. Each secretary who has not qualified in basic first aid to date shall be required to participate in a first aid training program and complete such training program no later than 10 months from the date of his/her appointment or reassignment to the position. Arrangements for offering such training will be made by the Assistant Director of Human Resources. School secretaries shall not be required to dispense medication.

32.00.0 **TRAINING WORKSHOPS, TESTING & PROFESSIONAL DEVELOPMENT**

32.01.0 **Testing**

32.01.1 Prior to employment or promotion, all secretarial/clerical employees will be required to pass a skill test for their position. All secretarial/clerical employees transferring to a new classification will be required to pass an appropriate skill test for the new position. Copies of testing and/or final score shall be given to the employee.

32.02.0 **Training Workshops**

32.02.1 Employees new to a position will be given an orientation by their immediate supervisor. All employees shall receive training as applicable for duties they are required to perform.

32.02.2 The Board will provide adequate instruction/training for any type of new project or equipment that the Board requires the employees to use.

32.02.3 The Board will make reasonable effort to provide workshops pertaining to each classification.

32.02.4 The Board will compensate bargaining unit members at their hourly rate or at a rate of \$10.00 per hour (whichever is less) for workshops taken during hours other than those for which the employee is regularly scheduled.

32.03.0 **Professional Development**

32.03.1 A joint committee that includes administrative and union representatives from each classification will be formed to develop professional development opportunities such as seminars, workshops, in-house staff development, cross-training and shadowing.

32.04.0 **Community Services Program Courses**

32.04.1 An employee may take courses offered by the district's Community Services Program free of charge, under the following conditions:

- (a) the employee applies to the Assistant Director of Human Resources for approval to take the course.
- (b) the Assistant Director of Human Resources concludes the course is one that would be beneficial to the employee's work; and
- (c) there is space available in the course.

32.04.2 In addition, employees may take other courses at half the cost provided that: enrollment in the course does not affect the instructor's fee, space is available, and that enrollment in the course will not reduce the number of paid participants in the course.

32.04.3 Additional materials or supply costs would be the responsibility of the employee.

33.00.0 **SALARY SCHEDULES**

33.01.0 **Cleaners**

33.01.1

Effective Step	6/1/2008	7/1/2009	7/1/2010
1	11.25	11.53	11.82
2	11.53	11.82	12.12
3	11.86	12.16	12.46
4	12.17	12.47	12.78
5	12.45	12.76	13.08
6	12.79	13.11	13.44
7	13.06	13.39	13.73
8	13.36	13.69	14.03
9	13.62	13.96	14.31
10	13.92	14.27	14.63
11	14.18	14.54	14.90

4% SERS pickup by the Board of Education

33.02.0 **Cafeteria Workers**

33.02.1 **Effective 6/1/2008 – 6/30/2009**

Step	Class I	Class II
	Cook Manager Head Cook	Asst. Cook, Baker, Salad Maker & Sandwich Maker, Counter Worker, Cold Counter & General Helper
1	11.80	10.52
2	12.21	10.82
3	12.66	11.12
4	13.18	11.42
5	13.63	11.77
6	14.10	12.10
7	14.57	12.40
8	15.02	12.71
9	15.58	13.03
10	16.03	13.32
11	16.51	13.65

4% SERS pickup by the Board of Education

33.02.2 **Effective 7/1/2009 – 6/30/2010**

Step	Class I	Class II
	Cook Manager Head Cook	Asst. Cook, Baker, Salad Maker & Sandwich Maker, Counter Worker, Cold Counter & General Helper
1	12.10	10.78
2	12.52	11.09
3	12.98	11.40
4	13.51	11.71
5	13.97	12.06
6	14.45	12.40
7	14.93	12.71
8	15.40	13.03
9	15.97	13.35
10	16.43	13.66
11	16.92	13.99

4% SERS pickup by the Board of Education

33.02.3 **Effective 7/1/2010 – 6/30/2011**

Step	Class I	Class II
	Cook Manager Head Cook	Asst. Cook, Baker, Salad Maker & Sandwich Maker, Counter Worker, Cold Counter & General Helper
1	12.40	11.05
2	12.83	11.37
3	13.31	11.69
4	13.85	12.00
5	14.32	12.36
6	14.81	12.71
7	15.30	13.03
8	15.79	13.36
9	16.37	13.68
10	16.84	14.00
11	17.34	14.34

4% SERS pickup by the Board of Education

33.02.4

In case of promotion from one class to a higher class, an employee shall be placed at the beginning (1st) step of the higher class or at such greater step that produces an increment of at least thirty cents (.30) per hour.

33.03.0

Secretaries Schedules

33.03.1

260 Day Schedule – Effective 6/1/2008 – 6/30/2009

Step	General Office	Staff Assistant	Administrative Assistant
1	25,404	30,421	35,970
2	26,447	31,448	36,994
3	27,498	32,477	38,026
4	28,547	33,504	39,057
5	29,592	34,532	40,083
6	30,645	35,554	41,127
7	31,694	36,587	42,136
8	32,743	37,607	43,167
9	33,786	38,640	44,274
10	34,864	39,698	45,405
11	35,974	40,788	46,571

33.03.2

225 Day Schedule – Effective 6/1/2008 – 6/30/2009

Step	General Office	Staff Assistant	Administrative Assistant
1	21,984	26,325	31,128
2	22,886	27,215	32,015
3	23,795	28,106	32,907
4	24,705	28,994	33,798
5	25,609	29,883	34,687
6	26,521	30,768	35,590
7	27,427	31,661	36,463
8	28,335	32,545	37,355
9	29,238	33,439	38,315
10	30,170	34,354	39,294
11	31,132	35,297	40,302

33.03.3

205 Day/215 Day Schedule – Effective 6/1/2008 – 6/30/2009

Step	General Office	Staff Assistant	Administrative Assistant
1	20,030	23,986	29,744
2	20,853	24,796	30,591
3	21,681	25,608	31,445
4	22,509	26,417	32,297
5	23,332	27,227	33,145
6	24,163	28,034	34,007
7	24,990	28,848	34,843
8	25,818	29,652	35,696
9	26,639	30,466	36,611
10	27,488	31,300	37,548
11	28,365	32,159	38,510

4% SERS pickup by the Board of Education

33.03.4 **260 Day Schedule – Effective 7/1/2009 – 6/30/2010**

Step	General Office	Staff Assistant	Administrative Assistant
1	26,039	31,181	36,869
2	27,108	32,234	37,919
3	28,185	33,289	38,976
4	29,261	34,341	40,034
5	30,332	35,395	41,085
6	31,411	36,442	42,156
7	32,486	37,501	43,189
8	33,562	38,547	44,246
9	34,631	39,606	45,381
10	35,735	40,690	46,540
11	36,873	41,808	47,735

33.03.5 **225 Day Schedule – Effective 7/1/2009 – 6/30/2010**

Step	General Office	Staff Assistant	Administrative Assistant
1	22,534	26,984	31,906
2	23,458	27,896	32,815
3	24,390	28,809	33,729
4	25,323	29,719	34,643
5	26,249	30,631	35,554
6	27,184	31,538	36,480
7	28,113	32,453	37,374
8	29,043	33,359	38,289
9	29,969	34,275	39,273
10	30,924	35,213	40,276
11	31,910	36,179	41,309

33.03.6 **205 Day and 215 Day Schedule – Effective 7/1/2009 – 6/30/2010**

Step	General Office	Staff Assistant	Administrative Assistant
1	20,531	24,586	30,488
2	21,375	25,416	31,356
3	22,223	26,248	32,231
4	23,072	27,078	33,104
5	23,916	27,908	33,974
6	24,767	28,735	34,857
7	25,615	29,569	35,714
8	26,463	30,393	36,588
9	27,305	31,228	37,527
10	28,175	32,083	38,487
11	29,074	32,963	39,472

4% SERS pickup by the Board of Education

33.03.7 **260 Day Schedule – Effective 7/1/2010 – 6/30/2011**

Step	General Office	Staff Assistant	Administrative Assistant
1	26,690	31,961	37,791
2	27,786	33,040	38,867
3	28,890	34,122	39,951
4	29,992	35,200	41,035
5	31,090	36,280	42,112
6	32,197	37,353	43,209
7	33,298	38,439	44,269
8	34,401	39,511	45,352
9	35,496	40,596	46,515
10	36,629	41,708	47,704
11	37,795	42,853	48,929

33.03.8 **225 Day Schedule – Effective 7/1/2010 – 6/30/2011**

Step	Office	Assistant	Assistant
1	23,097	27,658	32,704
2	24,044	28,593	33,636
3	25,000	29,529	34,572
4	25,956	30,462	35,509
5	26,905	31,396	36,443
6	27,864	32,326	37,392
7	28,816	33,264	38,309
8	29,769	34,193	39,246
9	30,718	35,132	40,255
10	31,697	36,093	41,283
11	32,708	37,084	42,342

33.03.9 **205 Day and 215 Day Schedule – Effective 7/1/2010 – 6/30/2011**

Step	General Office	Staff Assistant	Administrative Assistant
1	21,044	25,201	31,250
2	21,909	26,052	32,140
3	22,778	26,905	33,037
4	23,649	27,755	33,932
5	24,513	28,606	34,823
6	25,386	29,454	35,729
7	26,255	30,308	36,607
8	27,125	31,153	37,503
9	27,988	32,008	38,465
10	28,879	32,885	39,449
11	29,801	33,787	40,459

4% SERS pickup by the Board of Education

33.04.1

Effective 6/1/2008 - 6/30/2009

	Lunchroom Nonparaprofessional	Lunchroom Supervisor		
Step				
1	11.41	13.97		
2	11.75			
3	12.02			
4	12.34			

	Paraprofessional Nondegreed & 2 Yr. Degree		Paraprofessional 4 Yr. Degree	Paraprofessional Teaching Certificate
Step				
1	12.86		14.53	15.82
2	13.06			
3	13.42			
4	13.77			
5	13.97			

4% SERS pickup by the Board of Education

Grandfather provision for Lunchroom Nonparaprofessionals who as of 12/31/91 have degrees.

33.04.2

Effective 7/1/2009 - 6/30/2010

	Lunchroom Nonparaprofessional	Lunchroom Supervisor		
Step				
1	11.70	14.32		
2	12.04			
3	12.32			
4	12.65			

	Paraprofessional Nondegreed & 2 Yr. Degree		Paraprofessional 4 Yr. Degree	Paraprofessional Teaching Certificate
Step				
1	13.18		14.89	16.22
2	13.39			
3	13.76			
4	14.11			
5	14.32			

4% SERS pickup by the Board of Education

Grandfather provision for Lunchroom Nonparaprofessionals who as of 12/31/91 have

degrees.

33.04.3 **Effective 7/1/2010 - 6/30/2011**

	Lunchroom Nonparaprofessional	Lunchroom Supervisor		
Step				
1	11.99	14.68		
2	12.34			
3	12.63			
4	12.97			

	Paraprofessional Nondegreed & 2 Yr. Degree		Paraprofessional 4 Yr. Degree	Paraprofessional Teaching Certificate
Step				
1	13.51		15.26	16.63
2	13.72			
3	14.09			
4	14.46			
5	14.67			

4% SERS pickup by the Board of Education
 Grandfather provision for Lunchroom Nonparaprofessionals who as of 12/31/91 have
 degrees.

33.05.0

Salary Adjustment Due to Transfers or Promotions:
Secretaries

33.05.1

Moving to a higher classification with the same number of scheduled work days: An employee moving to a position in a higher classification, but with the same number of scheduled work days, shall be placed at the beginning (first) step of the higher classification. If, when the employee is placed at the first step of the higher classification the salary increment is less than \$600, then he/she shall be placed on a step that produces an increment of at least \$600.

33.05.2

Staying within the same classification, but with more scheduled work days: An employee moving to a position within the same classification, but with more scheduled work days, shall be placed on a step corresponding to the ratios listed below times his/her current salary.

- (a) 205 day to 215 day - 1.049
- (b) 205 day to 225 day - 1.098
- (c) 215 day to 225 day - 1.047
- (d) 205 day to 260 day - 1.268
- (e) 215 day to 260 day - 1.209
- (f) 225 day to 260 day - 1.156

33.05.3

Moving to a higher classification, with more scheduled work days:

An employee moving to a position in a higher classification, and with an increased number of scheduled work days, shall be placed at the beginning (first) step of the higher classification in the current schedule. If, when the employee is placed at the first step of that higher classification the salary increment is less than \$600, then he/she shall be placed on a step that produces an increment of at least \$600. The resulting step will be multiplied by the ratio indicated below to arrive at a salary step in the new classification.

- (a) 205 day to 215 day - 1.049
- (b) 205 day to 225 day - 1.098
- (c) 215 day to 225 day - 1.047
- (d) 205 day to 260 day - 1.268
- (e) 215 day to 260 day - 1.209
- (f) 225 day to 260 day - 1.156

33.05.4

Staying within the same classification, but with fewer scheduled work days: An employee moving to a position within the same classification, but with less scheduled work days, shall be placed on a step corresponding to the ratios listed below times his/her current salary.

- (a) 215 day to 205 day - .953
- (b) 225 day to 205 day - .911
- (c) 225 day to 215 day - .956
- (d) 260 day to 205 day - .788
- (e) 260 day to 215 day - .827
- (f) 260 day to 225 day - .865

33.05.5 **Moving to a lower classification:** An employee moving to a lower classification shall be placed on a step corresponding to the ratios listed below times his/her current salary.

- (a) 215 day to 205 day - .953
- (b) 225 day to 205 day - .911
- (c) 225 day to 215 day - .956
- (d) 260 day to 205 day - .788
- (e) 260 day to 215 day - .827
- (f) 260 day to 225 day - .865

33.05.6 **Moving to a higher classification with fewer scheduled work days:** An employee moving to a position in a higher classification, but with fewer scheduled work days, shall be placed at the beginning (first) step of the higher classification in the current schedule. If, when the employee is placed at the first step of that higher classification the salary increment is less than \$600, then he/she shall be placed on a step that produces an increment of at least \$600. The resulting step will be multiplied by the ratio indicated below to arrive at a salary step in the new classification.

- (a) 215 day to 205 day - .953
- (b) 225 day to 205 day - .911
- (c) 225 day to 215 day - .956
- (d) 260 day to 205 day - .788
- (e) 260 day to 215 day - .827
- (f) 260 day to 225 day - .865

33.05.7 If after calculations for either promotions or transfers, the resulting figure is more than \$200 between steps, then the employee will be placed at the next highest step; if \$199 or less, the employee will be placed at the next lower step.

33.05.8 Salary adjustments because of reclassifications, assumption of additional responsibilities or for other reasons shall be made as of the effective date of the new assignment.

33.05.9 Secretaries working summer school shall be paid at the same rate as their regular yearly salary computed on an hourly basis.

33.06.0 **Career Increments and Longevity:**
Cafeteria Workers, Cleaners, Paraprofessionals and Lunchroom Non-paraprofessionals, Administrative Assistants, Staff Assistants, General Office

33.06.1 Career increments consist of moving to the next full step on the salary schedule every July 1, until the maximum step has been reached.

33.06.2 A service or career increment for years of service in the Cleveland Heights-University Heights City School District will be paid according to the following schedule for hourly employees:

16-20 years	additional \$.25 per hour
21-25 years	additional \$.35 per hour
26 or more years	additional \$.50 per hour

33.06.3 A service or career increment for years of service in the Cleveland Heights-University Heights City School District will be paid according to the following annual schedule for salaried employees:

16-20 years	additional \$500
21-25 years	additional \$750
26 or more years	additional \$1,000

33.06.4 This career increment shall be added to the employee's annual salary based on the above schedule to the extent that it is permissible.

33.07.0 **Salary Schedule Placement**

33.07.1 Experience is evaluated at time of entry.

33.07.2 New employees may, at the discretion of the Assistant Director of Human Resources, be given credit for not more than two (2) years previous work experience in related work and placed on step three (3) of the salary schedule in the appropriate classification.

33.07.3 The Director of Human Resources may, at his/her nondelegable discretion, evaluate past experience and determine placement on the salary schedule with the appropriate classification.

33.08.0 **Classification Pay**

33.08.1 In the event an employee is assigned by the supervisor/principal in charge to fill a position in a higher classification within the bargaining unit for a period of five (5) consecutive work days, the employee shall be paid the rate assigned to the higher job classification for all hours worked in that classification including the first five (5) days.

34.00.0 **RETIREMENT SEVERANCE PAY**

34.00.1 An employee of the Cleveland Heights-University Heights Board of Education may elect, at the time of retirement from active service under the School Employees Retirement System Law, and with ten (10) or more years of service with the Board of Education, to be paid in cash for one-fourth of the value of his/her accrued but unused sick leave credit. Such payment shall be based on the employee's rate of pay at the time of retirement, or if the employee was retirement eligible under S.E.R.S. at the time of the employee's death. In the event of a retirement eligible employees' death, the beneficiary shall be entitled to the employees' retirement severance pay. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to the employee or to his/her estate. The maximum payment which may be made under this resolution shall be one-fourth of three hundred (300) (75) days plus one-eighth of three hundred one days through four hundred (301-400) accumulated sick days.

34.00.2 An employee shall call the Human Resources Department to request a form indicating the employee's intent to retire and his/her desire to collect severance pay, if eligible.

35.00.0 **JOB POSTINGS**

35.00.1 Notice of all bargaining unit vacancies and newly created bargaining unit positions shall be posted at the administrative designated sites in each school building. A copy of each posting will be forwarded to the President of OAPSE Local #102 for informational purposes.

35.00.2 Such vacancies shall be posted for five (5) work days after the date of posting.

35.00.3 Employees shall submit their applications (on the form provided or by letter) to the appropriate administrator.

35.00.4 Copies of all applications shall be available at all school buildings and facilities.

35.00.5 The vacancy listing will include:

- (a) The job title
- (b) The opening and closing date for the posting
- (c) General job description
- (d) Rate classification, number of hours and work days
- (e) Qualifications

35.00.6 Employees who qualify shall be granted an interview prior to outside applicants. If an applicant does not receive the position, said applicant shall be notified in writing.

35.00.7 Selection of applicants is to be based upon qualifications. When skill and ability are relatively equal, seniority shall prevail. It is the responsibility of the Administration to decide which individual is best qualified for any open position. The Administration may include members of OAPSE Local #102 as part of the interviewing team.

35.00.8 Any employee may request the results of any testing, if required.

35.00.9 Copies of each full time job vacancy occurring during summer months will be mailed to the home of each bargaining unit member in the classification in which the vacancy occurs, unless such unit member is working in the district at the time the vacancy occurs.

35.00.10 Positions that have been vacant for more than six (6) months from the date of the initial posting will be re-posted if the position is going to be filled.

36.00.0 **PROBATION**

36.01.0 **New Employee:**

36.01.1 All new employees shall serve a probationary period for the first ninety (90) work days of their employment. The Board or designee may discharge a probationary employee at any time during the ninety (90) work days. The Board retains the sole right to discipline or terminate a probationary employee as necessary and this discipline or termination shall not be subject to the grievance procedure contained in this Agreement.

- 36.01.2 Except where provided for in this Agreement, a probationary employee shall receive the benefit of all provisions of this Agreement in accordance with the terms of the specific provisions, except the employee shall not have recourse to the grievance procedure for cases of probationary discharge or discipline. A probationary employee cannot bid on jobs.
- 36.01.3 In the event a probationary employee is discharged, the Local President and employee shall receive a copy of the notice of discharge.
- 36.02.0 **Promoted Employee:**
- 36.02.1 An employee who is promoted to another job classification shall serve a probationary period of forty-five (45) working days.
- 36.02.2 Employees who accept a promotional position to another classification and subsequently do not satisfactorily perform in or adjust to the new position during their probationary period will be returned by the Board to their previous classification and shall be paid at the rate of pay for the previous classification. Any employee who elects not to finish his/her promotional probationary period, may voluntarily return to their previous job classification within twenty (20) working days and shall be paid at the rate of pay for the previous classification.
- 36.02.3 When the Board is returning an employee to their previous classification, the Board or its designee shall meet with the employee to discuss the reason for the decision. The Local President and the employee shall receive a copy of the notice of return to the prior classification. Upon return to the prior classification, the employee shall resume the rate of pay in that classification and continue with seniority unbroken by the temporary position.

37.00.0 **"NO CHILD LEFT BEHIND ACT"**

- 37.00.1 Pursuant to Federal law, all paraprofessionals employed by the Board and falling under the jurisdiction of the "No Child Left Behind Act" must by January 8, 2006 complete one of the following:
- (a) Complete at least two (2) years of study at an institution of higher education; or
 - (b) Obtain an associate's degree or higher degree; or
 - (c) Pass the formal State academic assessment that demonstrates the individual has met a rigorous standard of quality and possesses:
 - (1) the knowledge of, and the ability to assist in instructing, reading, writing and mathematics, or
 - (2) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. This option [c] may expire on January 8, 2006.
- 37.00.2 The Board will reimburse interested current employees who do not yet meet the above criteria for the cost of the State Paraprofessional test on a one-time, first time basis.

37.00.3 Paraprofessionals who are in an assignment in which the requirements of Section 37.00.1 above are NOT mandated by law will be grandfathered in their positions as long as their position does not require the highly qualified standards under law. It is recommended that all paraprofessionals and other aides meet one or more of the above requirements because District positions falling under the jurisdiction of any Act may change at any time.

37.00.4 Paraprofessionals employed effective June 30, 2004 who are in an assignment in which the requirements set forth in 37.00.1 are mandated, must complete one of the requirements in Section 37.00.1 above by January 8, 2006 to remain employed by the Board.

38.00.0 **PRINTING AND DISTRIBUTION OF AGREEMENT**

38.00.1 The Board will print the Agreement for distribution to the members of the bargaining unit and the format of the publication shall be determined in conference with OAPSE representative.

39.00.0 **CALENDAR**

39.00.1 The President of OAPSE Local #102 or designee shall be a member of the Advisory Committee on the school calendar.

40.00.0 **CONSISTENCY WITH LAW**

40.00.1 If any portion of this Agreement is contrary to law, only that portion shall be voided and the remainder shall be in effect.

41.00.0 **LAYOFF AND RECALL**

41.00.1 In the event a reduction of classified personnel becomes necessary this procedure shall govern.

41.00.2 The following layoff and recall provisions do not apply to Auxiliary Services.

41.00.3 The Local President will receive a thirty (30) work day notification prior to employees being laid off.

41.01.0 **Seniority**

41.01.1 Seniority shall be defined as the length of continuous employment by an employee of the Board as computed from his/her most recent date of hire. Work as a substitute employee prior to becoming a regular employee shall not be counted toward seniority.

41.01.2 Leaves of absence granted by the Board shall not be counted toward seniority nor shall such leaves of absence break any accumulated seniority.

41.01.3 In cases of identical seniority, the senior employee will be determined by the earliest application date, and if applications for all affected individuals are not available the senior employee shall be determined by the flip of a coin.

41.01.4 For the purpose of lay off, seniority within Local #102 shall apply. Seniority accumulated outside of Local #102 shall not be counted for the purpose of lay off in Local #102.

41.02.0 **Reduction Procedures**

41.02.1 The number of people affected by a reduction will be kept to a minimum by not employing replacements, insofar as practical, for employees who resign, retire, or otherwise vacate a position. Upon approval by the Board of Education of the reduction in force, all transfers in the affected job classification shall be suspended until Administration completes the reduction procedures.

41.02.2 No students, JTPA or Welfare individuals shall be hired while employees are laid off. Probationary employees shall be laid off first.

41.03.0 **Bumping**

41.03.1 An employee affected by a reduction in force has the right to displace a less senior employee in the following order provided that the affected employee has all the necessary job skills for performing the available work with instruction but without training:

- (a) The most senior employee in the classification series will start the reduction process.
- (b) The employee will be shown the seniority list for his/her classification, which will include any known vacancy.
- (c) The employee may choose to be laid off and placed on the recall list; or,
- (d) Provided he/she has all the necessary job skills for performing the available work with instruction but without training, the employee may select a vacancy, if any, or choose to bump into the position of the least senior employee in his/her classification who works the same total hours per year, or bump the least senior employee who works fewer total hours per year.
- (e) If there is no one less senior with the same or fewer total hours, he/she may displace the least senior employee in the next lower classification who normally works the same or greater hours as the employee being displaced.

41.03.2 All bumping within a classification series shall be into equal or lower classifications.

41.03.3 An employee affected by a reduction may exercise bumping into a different classification series if he/she has previously held a position in good standing within 24 months of the reduction process.

41.03.4 The employee who is displaced as the result of a reduction in force will have the same rights to this procedure, in seniority order, along with any other affected employee(s).

- 41.03.5 When all bumping options and vacancy selections have been exhausted, the remaining vacancies will be posted in accordance with Article 35.00.0.
- 41.03.6 Each affected employee will receive written notice twenty (20) working days prior to the implementation of a layoff under this Article. The written notice will state the following:
- (a) reason for the lay off or reduction;
 - (b) the effective date of lay off, and;
 - (c) a general reminder of the recall rights provided by this Article.
- 41.03.7 It is further understood that paraprofessionals who have no junior Paraprofessional to bump will not lose their right to recall if they:
- (a) refuse to bump the least senior lunchroom nonparaprofessional, or
 - (b) refuse to accept one of the 3 hour paraprofessional positions in the Safe Schools-Healthy Students Grant that are currently open. However, if the paraprofessional bumps into or accepts one of these positions, he/she will not be placed on the paraprofessional recall list.
- 41.04.0 **Recall**
- 41.04.1 An employee on the layoff list will have the opportunity to be placed in openings which occur in the same classification series at the same or lower classification the employee held at the time of layoff.
- 41.04.2 The order of recall shall be determined on the basis of seniority, provided the laid off employee has the necessary job skills for performing the available position with minimal instruction but without training.
- 41.04.3 Notice of recall shall be sent by certified mail to the last known address provided by the employee to the Superintendent or his/her designee.
- 41.04.4 The period of recall shall continue for the period of two (2) years from the day of layoff.
- 41.04.5 An employee shall remain eligible for recall unless:
- (a) the time limit for the right of recall has expired; or
 - (b) he/she resigns; or
 - (c) the employee accepts or declines recall to any position for which he/she is eligible for recall, under Recall, paragraph 1 above; or
 - (d) he/she fails to respond to recall within five (5) working days of receipt or attempt of delivery to the employee's last known address as set forth in paragraph 3 above.
- 41.04.6 Upon return to service, the employee shall be credited with all back seniority; however, the period of lay off shall not be counted within that earned seniority total. Experience credit will not be granted for the period of lay off.
- 41.04.7 At the time of lay off, if an employee has been employed by the School District for at least one year, the School District will provide two (2) months of paid hospitalization, HMO or other coverage, as appropriate. (For example, an employee laid off on June 30th, would receive the hospitalization benefits for the months of July and August.) Subsequently, laid off employees may purchase the hospitalization coverage, as provided by law, provided the employee makes payment to the Treasurer/CFO, as directed, by the date established for such payment by the Treasurer/CFO. Failure to do so will result in the laid off

employee's removal from the insurance rolls. Once an employee is off the insurance rolls, such employee waives all further rights to coverage during the period of layoff. Should a laid off employee have hospitalization benefits available to him or her through another employer, such employee must notify the Treasurer/CFO and will be removed from the insurance rolls.

41.05.0 **Classification Series**

41.05.1 Classifications shall be defined as follows:

41.05.2 I. Cleaners

41.05.3 II. Cafeteria Workers

- A. Cook Managers & Head Cooks
- B. Assistant Cooks, Bakers, Salad and Sandwich Makers
Counter Workers, Cold Counter & General Helpers

41.05.4 III. Secretaries (205, 215, 225, or 260 day)

- A. Administrative Assistant
- B. Staff Assistant
- C. General Office

41.05.5 IV. Paraprofessionals/Lunchroom Nonparaprofessionals

- A. Paraprofessionals – Teaching Certificate
- B. Paraprofessionals – 4-year degree
- C. Paraprofessionals – 2-year degree
- D. Paraprofessionals – Highly Qualified
- E. Paraprofessionals – Non-degreed
- F. Lunchroom Nonparaprofessionals

42.00.0 **UNIFORMS**

42.00.1 Employees who are issued uniforms shall wear their uniforms while on duty. Employees are responsible for cleaning and maintaining the uniforms.

42.00.2 After ninety (90) days of employment, the Board will provide new employees five (5) wash and wear uniforms. Thereafter, on an annual basis, the Board will provide employees three (3) or more uniforms prior to the opening of schools.

42.00.3 If new uniforms are issued and employees are not permitted to wear their previous uniforms, the Board will provide those employees five (5) new uniforms.

43.00.0 **DEPARTMENTAL MEETINGS**

43.00.1 All employees attending required departmental meetings outside of the employees' regularly scheduled work day shall be paid their regular rate of pay.

44.00.0 **NOTIFICATION OF NEWLY HIRED EMPLOYEES**

44.00.1 The President and Local Treasurer of the Association shall be provided with written notification of any newly hired personnel who fall under the jurisdiction of the Agreement.

45.00.0 **NOTIFICATION OF TRANSFERS**

45.00.1 The employee and the Local President shall be sent written notification in advance of any transfer for more than five (5) days. In the event the Administration transfers an employee, the employee and the Local President may request a meeting with a representative of the Administration to discuss the transfer.

45.00.2 Any employee who desires a transfer may apply to do so through the job posting procedure when a job opening within the bargaining unit occurs.

46.00.0 **GENERAL JOB DESCRIPTIONS**

46.00.1 A job description shall be updated when general job requirements change. The Union shall be furnished with copies of each job description covered under the terms of the Agreement.

46.00.2 When the Board makes revisions to any job description or the number of days of employment for that position, the Local shall be notified, prior to those revisions, and shall have the opportunity to make recommendations. A copy of all revised job descriptions shall be forwarded to the Local President.

47.00.0 **ALTERNATE WORK ASSIGNMENT/MEDICAL TRANSFERS**

47.00.1 An employee who becomes medically unable to satisfactorily perform the assigned duties in his/her assigned classification due to illness or injury, shall be given fair consideration for an alternate work assignment based upon his/her ability to perform if an opening is available in an appropriate and suitable classification.

47.00.2 Alternative work assignments shall be mutually agreed upon by the Assistant Director of Human Resources or his/her designee, and the employee involved.

48.00.0 **DISCIPLINARY ACTION**

48.00.1 Employees may be disciplined or discharged for just cause. Action taken by the Employer under this provision may be contested as a grievance including arbitration.

48.00.2 Discharge and suspension grievances shall be introduced directly to the 2nd step of the Grievance Procedure, see Section 52.05.0.

49.00.0 **UNION INPUT INTO NEW CLASSIFICATIONS CREATED BY THE BOARD**

49.00.1 When the Administration intends to create a new classification within the bargaining unit which is not covered in the collective bargaining agreement, the Human Resources Department will discuss the salary range for such classification as well as the necessary qualifications needed to fill the classification with the President of OAPSE Local #102, prior to the posting and filling of the newly created position(s).

50.00.0 **ADMINISTRATION-UNION CONCERNS**

50.00.1 From time to time, problems may arise on which OAPSE or the Administration may feel discussion should be had between OAPSE and Administration in an effort to satisfactorily resolve such problems.

50.00.2 In such event, a meeting will be scheduled upon request by either party.

50.00.3 The meeting shall be scheduled no later than five (5) days after the date of such a request in order to resolve the problem.

50.00.4 If the matter cannot be satisfactorily resolved, both parties will prepare a written position paper explaining the respective views.

50.00.5 The problem and the position papers will be submitted to the Board.

50.00.6 Within ten (10) days of receipt of the position papers, the Board will review the problem. The Board position shall be sent in writing to OAPSE and to the Administration. The Board position shall be made in writing not later than twenty (20) days after receipt of the position papers.

51.00.0 **NEGOTIATION PROCEDURE**

51.01.0 **Section I**

51.01.1 **Request to Open Negotiations.** Within ten (10) days after receipt of the intent to negotiate, both parties involved will establish a mutually agreeable site, date, and time for the meeting. The meeting shall not be scheduled, however, earlier than three (3) months prior to the termination date of any existing agreement. All days referred to herein shall be construed as school days.

51.02.0 **Section II**

51.02.1 **Negotiating Teams.** The Board and the Union shall be represented at all negotiation meetings by a team of negotiators not to exceed four (4) members each. Neither party in any negotiations shall have any control over the selection of the negotiation or bargaining representatives of the other party. The Union and the Board must ratify the final agreement. The parties mutually pledge, however, that their representatives will be clothed with all necessary power and authority to make proposals, to consider proposals, and to make concessions in the course of negotiations. All negotiations shall be conducted exclusively between said teams. In addition to said teams, each party shall be authorized to

admit no more than two observers to each meeting. Such observers shall be without the right to speak or to otherwise comment to either party unless otherwise agreed.

51.03.0 **Section III**

51.03.1 Negotiating meetings shall be held in executive session at a mutually agreed upon location. In the first meeting the Union and the Board will present their written proposals giving an explanation of those proposals where clarification is requested. Except where mutually agreed upon, additional items shall not be submitted after the third meeting.

51.03.2 Upon the request of either party, negotiating meetings shall be recessed to permit the requesting party a reasonable period of time to caucus. Before the close of each meeting, the date and time for the next meeting shall be established.

51.04.0 **Section IV**

51.04.1 While no final agreement shall be executed without ratification by the Board, the negotiators of each team will be authorized to make proposals, consider proposals and to make concessions in the course of negotiations. All negotiations shall be conducted exclusively between these negotiating teams.

51.05.0 **Section V**

51.05.1 No news releases shall be issued without agreement of the parties prior to mediation.

51.06.0 **Section VI**

51.06.1 Agreement. When agreement is reached through negotiating, the understanding of the parties shall be reduced to writing and submitted to the Union for ratification and then to the Board of Education for formal approval. If agreement is reached among negotiators, the Union negotiators agree to recommend ratification and the Board negotiators agree to recommend approval by the Board of Education. When approved, in accordance with the provisions of this section, the agreement shall be signed by both parties and shall become a part of the official minutes of the Board. All negotiations must be completed within 90 days of the first meeting or by a date mutually agreed upon by the Board and the Union. In case the contract is mutually extended, and negotiations have not been completed by the expiration date, then wage increases agreed upon will become retroactive to the beginning date of the new contract. The new agreement shall be binding on both parties.

51.07.0 **Section VII**

51.07.1 Impasse. If agreement is not reached by thirty (30) days prior to the expiration of the agreement, either party may request that the Federal Mediation and Conciliation Service (hereinafter "FMCS") provide a mediator to assist the parties. If deemed appropriate by the mediator, the mediator may make a recommendation for settlement. The negotiating procedure set forth in this article supersedes and takes precedence over any inconsistent time limits or procedure set forth in Section 4117.14 of the Ohio Revised Code, which statutory time limits and procedure are hereby mutually waived. Mediation constitutes the parties mutually agreed upon final and exclusive dispute settlement procedure and shall operate in lieu of any and all of the settlement procedures set forth in Section

4117.14 of the Ohio Revised Code. This article does not diminish or preclude the legal right to strike provided that the procedures herein have been followed, mediation has been attempted, the collective bargaining agreement has expired, and the Union has given the Board and the State Employment Relations Board a ten-day prior written notice of an intent to strike.

52.00.0 **GRIEVANCE PROCEDURE**

52.00.1 This Grievance Procedure is established for the purpose of achieving fair, equitable and just resolution of disputes, disagreements and differences which may occur between (a) employees of the Cleveland Heights-University Heights Board of Education who are of the employee categories which are represented by OAPSE in negotiations and (b) the Board of Education and its administrative staff and supervisory employees.

52.01.0 **Definition of Grievance**

52.01.1 A grievance is any matter concerning the interpretation, application, alleged violation of this Agreement, or discipline. Grievances may be filed by individual employees or groups of employees.

52.02.0 **Informal Procedure**

52.02.1 The initial effort to resolve a dispute, disagreement or difference shall be by direct contact between the individual, either by himself/herself or in the company of an OAPSE representative, and the individual's immediate supervisor. This informal procedure may be omitted if the subject is not within the scope of such supervisor's responsibilities.

52.03.0 **Formal Procedure**

52.03.1 If the dispute, disagreement or difference falls within the Definition of Grievance stated in Section 52.01.1 and is not settled through informal procedure, a formal grievance may be initiated by the individual.

52.03.2 The formal grievance must be written on a standard form supplied by the Board of Education (copy attached).

52.03.3 The form shall include, in writing, a statement of the facts, and reference to pertinent provisions of the negotiation agreement or employment guide or to other basis for grievance.

52.03.4 The formal grievance shall be signed by the grievant, and delivered to the supervisor of the grievant.

52.03.5 The grievance must be filed within twenty (20) school days of its occurrence or it will no longer exist.

52.03.6 A copy of the written grievance shall be sent to the Human Resources Department.

52.03.7 This Agreement is intended to be the sole basis for dispute resolution between the Board and bargaining unit members. Therefore, this Agreement is intended, as permitted by law, to replace the Civil Service Commission and its Rules and Regulations.

52.04.0 **Grievance, Step 1**

52.04.1 Not later than five (5) days after a grievance is filed, the supervisor will notify the grievant and the OAPSE representative of the date, time and location of the meeting in Step 1.

52.04.2 The date of the Step 1 meeting shall be not later than ten (10) days after the date of notification.

52.04.3 At the Step 1 meeting, there shall be present:

- (a) The supervisor of the grievant; and
- (b) The grievant; and
- (c) An OAPSE representative, if the individual so requests.

52.04.4 Not later than five (5) days after the conclusion of the Step 1 meeting, the supervisor shall submit his disposition in writing to the grievant.

52.04.5 A copy of the disposition shall be given to the OAPSE representative and to the Director of Human Resources.

52.05.0 **Grievance, Step 2**

52.05.1 If the grievance is not settled at Step 1, the following procedure shall be followed:

52.05.2 The grievant may, not later than ten (10) days after receipt of the written disposition of Step 1, submit to the Director of Human Resources a written request for a meeting in Step 2 for the purpose of settling the grievance.

52.05.3 Not later than five (5) days after receipt of such a request, the grievant and the OAPSE representative shall be notified of the time and location of the Step 2 meeting.

52.05.4 The date of the Step 2 meeting shall be not later than ten (10) days after the date of notification.

52.05.5 The meeting in Step 2 shall be before the Director of Human Resources and/or such member of his/her staff as he/she shall designate.

52.05.6 The grievant shall be present and an OAPSE representative, if the grievant so requests.

52.05.7 Not later than five (5) days after the conclusion of the hearing in Step 2, the Director of Human Resources and/or his/her designee shall submit a disposition in writing to the grievant. A copy shall be sent to the OAPSE representative and to the Superintendent.

52.06.0 **Grievance, Step 3**

52.06.1 If the grievance is not settled at Step 2, the following procedure shall be followed:

52.06.2 The grievant may, not later than ten (10) days after receipt of the written disposition in Step 2, submit to the Treasurer/CFO a written request for a meeting

in Step 3 for the purpose of settling the grievance. The Board of Education may elect not to hear the grievance in Step 3.

52.06.3 If the Board of Education elects to hear the grievance in Step 3, the grievant and OAPSE representative shall be notified of the time and location of the meeting no later than five (5) days after receipt of the request. If the Board of Education elects not to hear the grievance, the grievant and OAPSE representative shall be so notified.

52.06.4 The Step 3 meeting shall be not later than ten (10) days after the date of notification.

52.06.5 The Step 3 meeting, if the Board of Education elects to hear the grievance, shall be held before a committee of at least three Board members.

52.06.6 The grievant shall be present at the Step 3 meeting. An OAPSE representative shall be present, if the grievant so requests.

52.06.7 Not later than ten (10) days after the conclusion of the hearing at Step 3, the Board shall submit its disposition in writing to the grievant. A copy will be given to the OAPSE representative and to the Human Resources Department.

52.07.0 **Grievance, Step 4**

52.07.1 If the grievant is not satisfied with the resolution at the prior step, the grievant may request that OAPSE file a request for arbitration. OAPSE must file such request within five (5) days of the Step 3 decision.

52.07.2 The Arbitrator will be selected pursuant to The Voluntary Labor Arbitration Rules of the American Arbitration Association. If an arbitrator is not selected from the first list, a second list shall be provided to the parties.

52.07.3 The arbitration step of the grievance procedure shall be conducted pursuant to The Voluntary Labor Arbitration Rules of the American Arbitration Association.

52.07.4 The fees and expenses for the arbitrator, the cost of the transcript of the arbitration hearing provided to the arbitrator, and the days pay of the President for attending the arbitration hearing shall be borne by the party who loses the arbitration case. Each party shall bear the cost of its own witnesses, exhibits and counsel. The arbitration shall be held during Board of Education working hours.

52.07.5 The decision of the arbitrator shall be final and binding on the parties. The arbitrator shall not have the power to add to or subtract from or modify any of the terms of the Agreement.

52.08.0 **Time Limitations**

52.08.1 In determining the time limitation of Steps 1, 2, 3 and 4, Saturdays, Sundays, and holidays shall be excluded.

52.09.0 **Grievance Representative**

52.09.1 The grievant may be represented at all stages of the grievance procedure by any person of his/her own choosing, except that he/she may not be represented by a representative or officer of any organization other than OAPSE.

52.09.2 When an individual is not represented by OAPSE, OAPSE shall have the right on its request to have its representative present to state its view at all stages of grievance procedure unless the grievant objects to the OAPSE representative being present at the Step 1 or Step 2 meeting.

52.09.3 Nothing contained herein shall prevent any grievant from presenting a grievance and having it adjusted without intervention or representation by OAPSE.

52.09.4 At any of the steps hereinbefore set forth, the employee must appear.

52.10.0 **Professional Rights**

52.10.1 No reprisals of any kind will be taken by either party or by any member of the Administration against any party in interest, OAPSE representative, or any participant in the grievance procedure.

53.00.0 **SERS PICK-UP**

53.00.1 For purposes of this Article, total annual salary and salary per pay period for each bargaining unit member shall be the salary otherwise payable under this Agreement, as amended. The total annual salary and salary per pay period of each member shall be payable by the Board in two parts: (1) deferred salary and (2) cash salary. A member's deferred salary shall be equal to that percentage of said member's total annual salary or salary per pay period which is required from time to time by the State Employment Retirement System ("SERS") to be paid as an employee contribution by said member and shall be paid by the Board to SERS on behalf of said member as a "pickup" of the SERS employee contribution otherwise payable by said member. A member's cash salary shall be equal to said member's total annual salary or salary per pay period less the amount of the pickup for said member and shall be payable, subject to applicable payroll deductions, to said member. The Board's total combined expenditures for members' total annual salaries otherwise payable under this Agreement, as amended, (including pickup amounts) and its employer contributions to SERS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

53.00.2 The Board shall compute and remit its employer contribution to SERS based upon total annual salary, including the "pickup". The Board shall report for federal and Ohio income tax purposes as a member's gross income said member's total annual salary less the amount of the "pickup". The Board shall report for municipal income tax purposes as member's gross income said member's total annual salary, including the amount of the pickup. The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.

53.00.3 The pickup shall be included in the member's total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or for any other similar purpose.

53.00.4 Should the Internal Revenue Service determine that the deferred salary would be treated as current taxable income for federal income tax purposes, this section will be void and inoperable.

53.00.5 This provision will become effective with the first pay after the effective date of this Agreement.

54.00.0 **BULLETIN BOARD/MAILBOX**

54.00.1 Each school shall provide adequate space on the present bulletin board for OAPSE materials for the purpose of communications with the bargaining unit. This shall not be interpreted to exclude others from the use of the bulletin board, but their use shall not deprive OAPSE of the exclusive use of the space reserved for OAPSE.

54.00.2 A mailbox will be provided in each building for the use of cleaners.

APPENDIX

1. **Employee Assistance Program**
2. **Criminal Histories Policy**
3. **Grievance Form**
4. **Assault Leave Form**
5. **Personal Leave**
6. **Sick Leave Form**
7. **HIPAA Authorization Form**
8. **Memorandum of Understanding**

EMPLOYEES ASSISTANCE PROGRAM

1. **Purpose**

The Cleveland Heights–University Heights Board of Education and its Local 102 bargaining unit have established an Employees Assistance Program to provide constructive ways to help bargaining unit members when chemical use problems or personal/life problems interfere with job performance.

The Employees Assistance Program is designed to identify the bargaining unit member's problems as early as possible, to motivate the member to seek help and to refer the member to the most appropriate community resource available.

2. **Job Jeopardy**

The Employees Assistance Program is a means to provide confidential assistance to members of the bargaining unit who are experiencing problems with alcohol, drugs or other personal/life problems. The program also provides supervisors and union representatives with a constructive way to help when these problems interfere with job performance.

The objective of the program is to retain and help valued members who are alcoholic or drug dependent, restoring them to better health and improved work performance. No member of the bargaining unit with an alcohol or drug problem will have either job security or promotional opportunities jeopardized because of a request for diagnosis, counseling or treatment through this program. However, the parties understand that participation in this program will not insulate bargaining unit members from appropriate disciplinary action or evaluation.

Neither shall participation remove from members their right to union representation in all instances including grievances, hearings and litigation.

3. **Privacy and Confidentiality**

When the bargaining members use the Employees Assistance Program for an alcohol or drug related problem, only the member, the Union and/or Management contact (if the member is referred by them) and the service provider's employee assistance coordinator should know that the member has sought help or has been referred for assistance.

The service provider's employees assistance program coordinator will maintain a record of the member's progress on a strictly confidential basis. Nothing pertaining to the Employees Assistance Program will be placed into a member's personnel file before, during, or after the member seeks assistance. The confidential nature of records of individuals who utilize the service will be strictly preserved.

4. **Contract Service**

The specified services will be supplied by a provider agreed upon by the Board and the Union. The provision of service by a non-aligned third party will help insure confidentiality and privacy while maintaining expert diagnostic assistance. The primary focus of the program is to provide diagnostic and referral services to members of the 102 bargaining unit in need. The contracted agency or individual may provide direct service or will refer to appropriate community agencies.

The following list describes the kind of personal and life problems identified as appropriate for assistance from the program:

1. Chemical Dependency
 - a. Alcoholism
 - b. Other drug dependencies
2. Emotional Problems
3. Family Problems
4. Marital Problems
5. Financial Problems
6. Legal Problems

5. Referral

The provision of service can be activated by any one of three ways:

1. Self Referral - The member may recognize the need for assistance and seek assistance through the program.
2. Family Referral - The spouse or immediate dependents may initiate service for the member by contacting the agency and encouraging participation.
3. Supervisory and/or Union Referral - Local 102 or supervisors may refer members to the Employees Assistance Program.

6. Literature

Initial literature announcing and describing the Employees Assistance Program for Local 102 shall be published and distributed by Local 102 on Local 102 letterhead. This initial literature shall be approved by both the Superintendent of Schools and the President of the Union and shall be signed by both.

CRIMINAL HISTORIES POLICY

POLICY

The Board of Education is committed to selecting and hiring the highest quality candidates for certificated and classified positions and complying with Ohio Revised Code Sections 3301.541, 3319.39 the implementing regulations contained in the Ohio Administrative Code, Rule 3301-20-01, and any other pertinent regulations. It is the policy of the Board to require criminal history checks of all employees who come under final consideration for employment. Because this policy speaks to the dismissal and/or termination of employees, it may involve the rights of employees to fair representation and all other rights afforded by labor law. Accordingly, this policy and its procedure have been negotiated with AFT Local 795, OAPSE Locals 102 and 617, SAEU District 1199, and EAC, and may not be amended without further negotiation.

PROCEDURE

1. All candidates for employment will be requested to sign the following statement on the application form:
I also agree to participate in an Ohio Bureau of Criminal Identification and Investigation (BCI) fingerprint criminal history check and in a Federal Bureau of Investigation (FBI) fingerprint criminal history check and understand that my employment may be terminated based on revealed criminal history.
2. The Employment Application will ask whether the applicant has ever been convicted of a felony or misdemeanor. Any individual with an expunged and/or sealed criminal record who answers "No" to this question on the Employment Application cannot be terminated for falsification of employment application materials for denying the sealed or expunged criminal conviction.
3. Candidates for all positions will be fingerprinted for an Ohio Bureau of Criminal Identification and Investigation (BCI) Criminal History Check and a Federal Bureau of Investigation (FBI) Criminal History Check. The cost of the BCI Criminal History Check will be borne by the School District. The cost of the FBI Criminal History Check will be borne by the candidate and will be automatically deducted from the first paycheck(s). If the candidate is unable to bear this cost, other arrangements may be made.
4. The conviction of a crime is not always an automatic bar to employment. Convictions revealed by the Criminal History Check, however, may result in the School District immediately releasing the employee from employment and the School District rescinding the conditional offer of employment. The School District complies fully with guidelines set forth in Ohio Revised Code, Sections 3301.541, 3319.39 the implementing regulations contained in the Ohio Administrative Code 3301-20-01, and any other pertinent regulations as defining those crimes that bar employment. If a Criminal History Check reveals a record of a conviction which is not listed in the Ohio Revised Code, Section 3319.39 as barring employment the district will consider the nature of the offense, the date of the offense, and the relationship between the offense and the position for which the applicant is applying and may, in its discretion rescind a conditional offer of employment or, if employment has begun, may require that it cease. Arrest records will not be considered a bar to employment, a cause of termination, or used in any other way.

5. The initiation of proceedings to terminate, based on criminal convictions disclosed by the BCI or FBI check, will be made within twenty-one working days after receiving the BCI or FBI report. Except to prove that this investigation has been completed, the BCI and FBI reports will never again be used in any circumstance, for any purpose, after the twenty-one working day period that follows receipt of the reports.
6. BCI and FBI reports will not be included in employee personnel folders, but will instead be stored under lock and key, in the status of "for the Director of Human Resources' eyes only."

CLEVELAND HEIGHTS-UNIVERSITY HEIGHTS CITY SCHOOL DISTRICT

GRIEVANCE FORM

No.: _____

Date: _____

- 1. Name of Employee: _____
- 2. Building where employed: _____
- 3. Nature of Grievance: _____

(State exactly what happened, when, where, why, and what adjustment is sought.
Continue on separate sheet if necessary)

Please provide the following from Agreement:

ARTICLE # _____ SECTION# _____ PARAGRAPH# _____

- 4. Relief Sought: _____

5. No. of employees involved _____ 6. Date of occurrence _____

7. Witnesses: _____

- 8. Do you wish to be represented at hearings by the Ohio Association of Public School Employees? _____

Signature of Aggrieved Employee

Signature of Employee's Supervisor

Copies sent to:

Date:

- 1st: Employee's Supervisor
- 2nd: Director of Business Services
- 3rd: Director of Human Resources
- 4th: Superintendent
- 5th: Employee
- 6th: Union

CLEVELAND HEIGHTS-UNIVERSITY HEIGHTS CITY SCHOOL DISTRICT
Human Resources Department

APPLICATION FOR ASSAULT LEAVE



Employee Name: _____ **Building:** _____

I began my absence on: _____ I returned to duty on: _____

I was assaulted on: _____ by: _____

(name of employee or student)

at: _____ in the following manner: _____
(place where incident occurred)

(furnish brief description of occurrence - use back of form if necessary)

The assault was witnessed by: _____

and was reported to: _____ on _____
(name of supervisor/administrator)

Employee Signature: _____ **Date:** _____

If you received medical attention because of the assault, have the attending physician complete the following:

I treated _____ on the following dates: _____

_____ and have/will discharge(d) _____

_____ from further treatment on _____

In my opinion, _____ was totally disabled from _____

to _____ and will continue to be totally disabled until _____

The disability for which I treated _____ is _____

Printed Name of Physician

Signature of Physician

Date

HR2936

CLEVELAND HEIGHTS-UNIVERSITY HEIGHTS CITY SCHOOL DISTRICT
Finance Department

APPLICATION FOR THE USE OF PERSONAL LEAVE - CLASSIFIED

Employee's Name _____ Date _____

Building/Job Title _____

I am hereby applying for _____ day(s) of Personal Leave, to begin _____
through _____. Check the appropriate number that applies:

1. _____ Religious holiday(s)
2. _____ Graduation of member(s) of the immediate family
3. _____ Wedding of member(s) of the immediate family
4. _____ Personal business which cannot be performed at any other time

Personal Leave requests must be made at least one (1) week prior to date requested, except in case of emergencies.

Personal Leave will not be approved for a day immediately preceding or following a Vacation period or Holiday, except in very unusual circumstances.

Employees are responsible for maintaining a record of their Personal Leave balance.

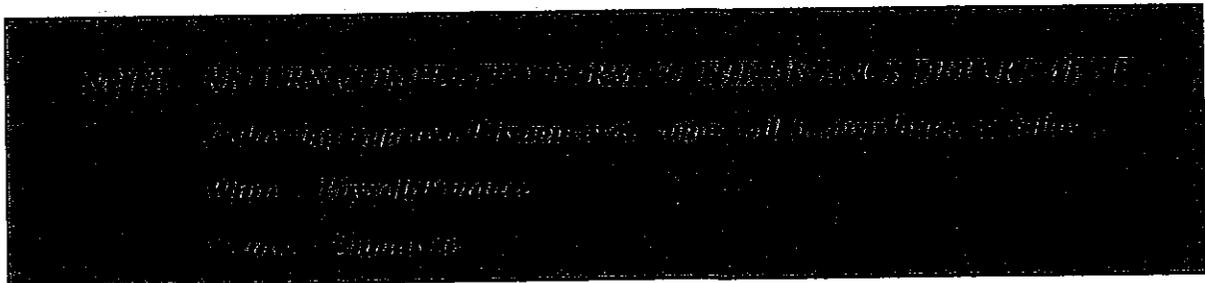
Date _____ Employee's Signature _____

Approved: _____
Date

Administrative Supervisor's Signature _____

Disapproved: _____
Date

Administrative Supervisor's Signature _____



HR2934

CLEVELAND HEIGHTS-UNIVERSITY HEIGHTS CITY SCHOOL DISTRICT
Finance Department

APPLICATION FOR USE OF SICK LEAVE

Classified

EMPLOYEE NAME _____ **DATE** _____

BUILDING/DEPARTMENT _____ **POSITION** _____

The undersigned, hereby applies for _____ days of sick leave as provided in Section 3319.141 of the Ohio Revised Code.

I began my absence _____ a.m. 20____
_____ p.m. 20____

I returned to duty _____ a.m. 20____
_____ p.m. 20____

The undersigned further states that the use of sick leave is justified for the following reason:

- _____ 1. Personal illness - nature of illness _____
- _____ 2. Personal injury - nature of injury _____
- _____ 3. Illness or injury in immediate family
Name _____ Relationship _____
- _____ 4. Death in immediate family
Name _____ Relationship _____
- _____ 5. Other _____

If medical attention was required, the name and address of the attending physician, and the dates consulted, are as follows:

Name of attending physician: _____

Address: _____ Date(s) Consulted: _____

Signature of Employee: _____

Section 3319.141 of the Ohio Revised Code provides in part as follows: A board of education shall require a teacher or non-teaching school employee to furnish a written, signed statement on forms prescribed by such board to justify the use of sick leave. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the dates consulted.

HR29

**AUTHORIZATION FOR USE OR DISCLOSURE
OF PROTECTED HEALTH INFORMATION**

Persons/Organizations authorized to use or disclose Protected Health Information:

[Insert name of physician, clinic and/or hospital performing physical examination of employee.]

Organization to which the authorized use or disclosure may be made: **Board of Education of the Cleveland Heights-University Heights City School District (the "Board").**

Specific description of Protected Health Information to be used or disclosed: **results and other information relating to the physical examination of employee performed by the above-identified physician, clinic and/or hospital during the 12-month period immediately prior to the expiration of this authorization.**

The purpose of the use or disclosure is: **at the request of the employee.**

This authorization will expire: _____

I, _____ (social security number) _____
[insert employee's name and social security number], hereby authorize the use or disclosure of my Protected Health Information as described above. I understand that this authorization is voluntary. I further understand that since the Board is not a Health Plan, Health Care Clearinghouse or Health Care Provider, my Protected Health Information may no longer be protected by federal privacy regulations. I hereby waive, and release the above-identified physician, clinic and/or hospital from any privacy restrictions imposed by law.

I understand that the above-identified physician, clinic and/or hospital may not condition treatment, payment, enrollment or eligibility for benefits on my provision of this authorization, except that the above-identified physician, clinic and/or hospital may refuse to perform a physical examination of me as required by the Board if I refuse to provide this authorization.

I understand that I may revoke this authorization at any time by notifying the above-identified physician, clinic and/or hospital in writing, but if I do revoke this authorization, such revocation will not have any effect on actions taken by the above-identified physician, clinic and/or hospital in reliance on this authorization.

I understand that I may see and copy the information described on this form upon request, and that I may obtain a copy of this form after I sign it.

YOU MAY REFUSE TO SIGN THIS AUTHORIZATION

Signature of Employee (or Representative): _____ Date: _____

Printed Name of Employee (or Representative) _____

A Representative must describe his/her authority to act as the Employee's representative (please attach supporting documentation): _____

Memorandum of Understanding
Between the Cleveland Heights-University Heights Board of Education
and OAPSE Local 102

July 8, 2004

High School Cook Manager Position.

It is agreed by the parties that the High School Cook Manager position will be submitted to the District's Human Resources Department for a "position review" in compliance with the District's established processes and practices. This review will evaluate the following:

- The duties and responsibilities of the position;
- a comparison of these duties and responsibilities with those of other Cook Manager positions as well as previous Cook Manager positions at the High School;
- the salary schedule as it relates to this position and the level of responsibility it encompasses.

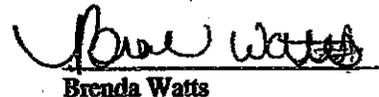
July 10, 2004

It is hereby agreed between the parties to this negotiation to establish a joint committee within a reasonable time from the date the Board adopts the successor contract to research the issue of a Sick Leave Donation Program. The parties will do this research during the 2004-2005 school year and be ready to report their findings and recommendations to the Union President and Assistant Director of Human Resources by the last school day of said year.

The contract set forth above was entered into following the ratification by the Union and adoption by the Board on June 3, 2008.


Michael Cicero
Board President


Deborah S. Delisle
Superintendent


Brenda Watts
OAPSE Local 102