

2008-MED-04-0408

0786-06  
K24886

STATE EMPLOYMENT  
RELATIONS BOARD

2009 MAR -2 A 10:18

# AGREEMENT

between the

**Cleveland Heights-University Heights**

**Board of Education**

and the

**Ohio Association of Public School Employees**

**Local #100**

**Effective  
June 1, 2008**

*thru  
June 30, 2011*

**CLEVELAND HEIGHTS-UNIVERSITY HEIGHTS CITY SCHOOL  
DISTRICT**

STATE EMPLOYMENT  
RELATIONS BOARD

2009 FEB 30 A 10: 16

*Deborah S. Delisle, Superintendent of Schools*

**THE BOARD OF EDUCATION**

Michael Ciccerio  
Kal Zucker  
Eric Coble  
Nancy Pepler  
Ron Register

President  
Vice President

**OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES**

**OAPSE Local 100**

**THE NEGOTIATING TEAMS**

**For the Board of Education:**

A. Scott Gainer  
Patricia A. Horton  
Sally A. Levine  
Diane Millett

Treasurer/CFO  
Assistant Director of Human Resources  
Director of Elementary Education  
Board Attorney

**For the Ohio Association of Public School Employees, Local #100:**

Cornelia Black  
Edrice Chapman  
Jennifer Futchi  
Erika Henry  
Susan Cahen

Before and After School Program  
President  
Early Childhood Preschool Program  
After School Program  
OAPSE Field Representative

## TABLE OF CONTENTS

	SECTION	PAGE
Appendix		31
Benefits During Leave.....	25.09	20
Compliance with Board Policy and Administration Regulations .....	2.01	2
Classification Series.....	28.04	23
Contrary to Law.....	37.00	30
Court Appearance.....	27.00	21
Criminal Histories Policy.....		32
Disciplinary Action.....	11.00	8
Employee Assistance Program.....	23.00	15
Employment Schedules.....	14.00	9
Entire Agreement.....	38.00	30
Exclusive Bargaining Agent.....	3.00	3
Forms		34-37
Application for the use of Personal Leave.....		34
Application for the use of Sick Leave.....		35
Authorization for Use or Disclosure of Protected Health Information (HIPAA).....		37
Grievance Form.....		36
Grievance Procedure.....	31.00	25
Health Examination.....	2.02	2
Higher Classification Pay.....	18.00	12
Holidays.....	33.00	28
Hospitalization and Insurance.....	22.00	13
Job Postings.....	29.00	24
Jury Duty.....	26.00	21
Layoff and Recall.....	28.00	21
Leaves of Absence.....		
Sick Leave.....	24.00	15
Other Leaves.....	25.00	17
Adoption Leave.....	25.03	18
Family Care Leave.....	25.08	20
Medical Leave.....	25.04	18
Parental Leave.....	25.01	16
Personal Leave.....	25.06	18
Pregnancy Leave.....	25.02	17
Professional Development Leave.....	25.07	19
Unpaid Leave of Absence.....	25.05	18
Mailboxes, Bulletin Boards.....	5.00	4
Management Rights.....	6.00	5
Medicare.....	36.00	29
Negotiation Procedure.....	9.00	6
“No Child Left Behind Act”.....	21.00	13
No Strike Clause.....	8.00	6
Overtime.....	19.00	12

Payroll checks.....	35.00	29
Personnel Files.....	12.00	8
Probationary Period.....	13.00	9
Recall.....	28.03	22
Recognition – OAPSE.....	1.00	1
Reduction Procedure.....	28.02	22
Regulations of the Board of Education.....	2.00	1
Retirement Severance.....	20.00	13
SERS Pick-up.....	32.00	27
Seniority.....	28.01	22
Service Credit.....	15.00	10
Sick Leave.....	24.00	15
Union Dues and Service Fees.....	4.00	3
Union Representation.....	7.00	5
Vacations.....	34.00	28
Wages.....	17.00	11
Wage Adjustment Due to Transfers or Promotion.....	17.06	12
Waiver of Negotiations.....	39.00	30
Work Beyond Regularly Scheduled Hours.....	16.00	10
Workers' Compensation.....	10.00	7
Work Week.....	30.00	24

## ARTICLE I

### 1.0 RECOGNITION

- 1.01 Pursuant to the Certification of Election Results and of Exclusive Representative in Case No. 05-REP-08-0111, the Cleveland Heights-University Heights Board of Education (hereinafter referred to as the "Employer") and the Ohio Association of Public School Employees Local 100 (hereinafter called "Union" or "OAPSE"), as the exclusive bargaining representative for the following classifications:
- 1.02 Included: All regular full-time and part-time employees in the following classifications: Lead Instructors, Associate Instructors, and Food Service Employees in the entire Early Childhood Department including Stepping Stones, Before and After School, and Early Childhood Preschool.
- 1.03 Excluded: Managerial, supervisors, casual and seasonal employees, professional confidential employees, students and all other employees excludable under 4117.01 (c) of the Ohio Revised Code.
- 1.04 This Agreement shall be in force from June 1, 2008 until June 30, 2011.
- 1.05 In the event that a new position classification is created, the Union shall be notified in writing and the question of its inclusion in the bargaining unit and its placement at the appropriate wage rate classification shall be subject to discussion between the Union and the Board. If no agreement is reached upon the appropriate wage, the issue will be referred to Fact-finding, in accordance with the statute. If no agreement is reached on the matter of the placement within the bargaining unit, the issue will be referred to SERB.

## ARTICLE II

### 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.

2.01.0 **COMPLIANCE WITH BOARD POLICY AND ADMINISTRATION REGULATIONS**

- 2.01.1 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.
- 2.01.2 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.
- 2.01.3 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 #100. In all cases, the committees shall take into account State and Federal laws, Board policies, the collective bargaining agreement and the availability of funds.
- 2.01.4 All Board policies will be provided to the President of OAPSE Local #100.
- 2.01.5 Upon ratification of this agreement, it shall be prepared and distributed to all OAPSE Local #100 employees. Each employee will be provided with a copy of the agreement.

2.02.0 **HEALTH EXAMINATION**

- 2.02.1 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.
- 2.02.2 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.
- 2.02.3 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.
- 2.02.4 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.

### **ARTICLE III**

#### **3.0 EXCLUSIVE BARGAINING AGENT**

- 3.01 The Union having earned the right as sole and exclusive bargaining agent, the Board shall neither contribute to nor encourage the creation of growth of any rival organizations which have had or seek bargaining rights.
- 3.02 The Union agrees to continue to represent and accept into membership all members of the bargaining unit, without discrimination on the basis of race, color, religion, national origin, sex, ancestry, age or disability.
- 3.03 The Board agrees to continue its policy of not unlawfully discriminating against any employee on the basis of race, color, religion, national origin, sex, ancestry, age or disability.
- 3.04 In addition to the rights contained in any other portion of this Agreement, the Union shall have the right to receive on request, prior to each Board meeting, the Board agenda and Superintendent's comments attached for public distribution and a copy of Board meeting minutes.

### **ARTICLE IV**

#### **4.0 UNION DUES AND SERVICE FEES**

- 4.01 The Board will deduct from the pay of each employee who so authorizes it to do so the required amount of dues as determined by OAPSE for the payment of Union dues on a monthly basis. The authorization shall comply with the provisions of the law and shall be continuous and revocable. The membership revocation shall be between September 1 and 10 of each year. The Board Treasurer/CFO shall notify the OAPSE State Office and the Local President of any member who revokes membership. Dues collected shall be sent to the State OAPSE 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.

- 4.02 The Union recognizes its obligation to fairly and equitably represent all members of the bargaining unit, whether or not they are members. Accordingly, those employees in the bargaining unit who are employed on a regular work schedule and who are not members of the Union shall be required as a condition of employment to pay a fair-share fee not to exceed the amount of dues uniformly required of members of the Union, after the completion of the probationary period.
- 4.03 The fair-share service fee or Union dues shall be collected by the Board, via monthly payroll deductions, from all employees of the bargaining unit in accordance with Sections 4.01 and 4.02 above. No member of the bargaining unit is required by this section to become a member of the Union.
- 4.04 Employees who are employed on a regular work schedule shall be informed by the Board that they are obligated as a condition of employment to pay a fair-share fee after the successful completion of their probationary period. No service fees shall be assessed or collected during the probationary period of a new hire.
- 4.05 Within two (2) weeks after the end of the month for which dues were collected, the Board shall remit a dues check to the OAPSE State Office together with a list of all members paying dues and all non-members paying fair-share service fees; 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 or who are laid off.
- 4.06 The Union agrees to hold the Board harmless 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 the Board for any liability imposed on it as a result of any such suit, claim or administrative proceeding, and to reimburse the Board for any and all expenses incurred by the Board in defending any such suit, claim or administrative proceeding, including attorney fees and court costs. 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.
- 4.07 **OTHER VOLUNTARY DEDUCTIONS**
- 4.07.1 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 Equity).

## ARTICLE V

### 5.0 **MAILBOXES, BULLETIN BOARDS**

- 5.01 The Union shall be permitted to use such staff mailboxes as are currently in place to the extent permitted by law for inter-school communications providing Union materials are properly identified as such, and such distribution does not interfere

with normal operations. The Union will be permitted to have a Union mailbox at those buildings where mailboxes exist and space permits.

- 5.02 Each school at which bargaining unit members are assigned shall provide adequate space on the present bulletin board for Union materials for the purpose of communications with the bargaining unit.

## ARTICLE VI

### 6.0 **MANAGEMENT RIGHTS**

- 6.01 Except as may be limited by the express written terms of this Agreement, the Board maintains the responsibility and sole and exclusive authority to manage and direct its operations and activities as provided by law.

## ARTICLE VII

### 7.0 **UNION REPRESENTATION**

- 7.01 The Union President shall designate one (1) person in each of the Early Childhood Department programs (Stepping Stones, Before & After School, Early Childhood Preschool) to participate in professional or organizational activities in regard to enforcement of the Agreement. The Union President shall notify the Assistant Director of Human Resources, in writing, as to the names of the representatives and, subsequently, of any changes as they occur.
- 7.02 The Union President and/or one Union representative shall be granted no more than a total of two (2) hours per week on paid time to investigate and process grievances. Any additional time that may be necessary will be non-work time.
- 7.03 The Union President and other designated Union representatives listed in 7.01 shall be afforded the right to enter schools as necessary to investigate grievances.
- 7.04 After hiring, the Board will inform the employee in writing of his/her job title, hourly rate of pay, the duties expected, the regular hours of work, and provide each new employee with a copy of the current Collective Bargaining Agreement.
- 7.05 **Authorized Delegates - Professional Leave**
- 7.05.1 A maximum of two (2) 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, but with no loss of pay. Applications must be made according to regulations specified for professional leave.
- 7.05.2 A maximum of two (2) authorized delegates from the bargaining unit shall be permitted to attend their District Conference for a maximum of one (1) day at their own expense, but with no loss of pay. Applications must be made according to regulations specified for professional leave.

## ARTICLE VIII

### 8.0 NO STRIKE CLAUSE

- 8.01 Neither the Union, its agents, or any bargaining unit member shall strike or engage in any slow-down, withholding of services or concerned activities designed to interfere with the normal operations of the School District during the term or extended term of this Agreement. Bargaining unit members shall be subject to the provisions of the Ohio Revised Code in accordance with Chapter 4117 O.R.C., including but not limited to Sections in 4117.15, 4117.16 and 4117.18 in their entireties, as well as any future revisions to the O.R.C. Further, bargaining unit members found to be in violation of the above may be subject to immediate disciplinary action by the Board, including termination.

## ARTICLE IX

### 9.0 NEGOTIATION PROCEDURE

#### 9.01.0 **Section I**

- 9.01.1 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.

#### 9.02.0 **Section II**

- 9.02.1 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.

#### 9.03.0 **Section III**

- 9.03.1 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.
- 9.03.2 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.

- 9.04.0        **Section IV**
- 9.04.1        While no final agreement shall be executed without ratification by the Board, the negotiators of each 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.
- 9.05.0        **Section V**
- 9.05.1        No news releases shall be issued without agreement of the parties prior to mediation.
- 9.06.0        **Section VI**
- 9.06.1        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.
- 9.07.0        **Section VII**
- 9.07.1        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.

## ARTICLE X

- 10.0        **WORKERS' COMPENSATION**
- 10.01        All employees are covered by Ohio State Workers' Compensation laws in relationship to a work incurred injury or accident.

- 10.02 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.
- 10.03 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.
- 10.04 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.

## ARTICLE XI

### 11.0 DISCIPLINARY ACTION

- 11.01 Employees may be disciplined or discharged for just cause.
- 11.02 The employee has the right to be represented by the Union at any disciplinary meeting or meeting where disciplinary action may result.
- 11.03 The employee and the Union shall be given a minimum of twenty-four (24) hours notice of such disciplinary meetings when, in the Board's judgment, the employee in question presents no potential risk of harm to property or people.
- 11.04 Disciplinary action taken by the Board may be contested through the grievance process up to and including arbitration. Disciplines involving suspension and discharge shall be introduced to Step 2 of the Grievance Procedure (31.03).

## ARTICLE XII

### 12.0 PERSONNEL FILES

- 12.01 The Human Resources Department shall maintain the official employee files at a central location. No other employee files shall be considered to exist for purposes of documentation in all official matters, transfers, assignments, evaluations, grievances, or any other matters concerning the employee.
- 12.02 Materials retained in files other than the official files shall not be considered as official.
- 12.03 No material pertaining to an employee's service, conduct, character or personality shall be placed in the file, unless the employee has had the opportunity to read, initial, and date such material.
- 12.04 The employee shall acknowledge having read material by putting his/her name and the date when read on it. The signature indicates only that the employee has read the material, not that he/she is in agreement with its content. If the employee refuses to so acknowledge the reading, this fact shall be noted on the record along with the date of the reading.

- 12.05 The employee has the right to respond to any material filed and to have this response attached to the file copy.
- 12.06 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.
- 12.07 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 above shall be honored.

### **ARTICLE XIII**

#### **13.0 PROBATIONARY PERIOD**

- 13.01 New employees will be on probation ninety (90) working days, and employees promoted to a different classification will be on probation for ninety (90) working days. Upon promotion, whether the promotion becomes permanent or not, the employee will receive a salary applicable to the job to which he/she is promoted.
- 13.02 If the employee who has been promoted does not successfully complete his/her probationary period, that employee shall be returned to his/her previous job. If the employee elects not to finish the promotional probationary period within the first two (2) weeks, he/she has the right to return to his/her previous job.
- 13.03 New employees on probation will not have access to the grievance procedure during the initial probationary period. An employee on probation for any other reason shall have all rights under this agreement.

### **ARTICLE XIV**

#### **14.0 EMPLOYMENT SCHEDULES**

- 14.01 Stepping Stones Lead Instructors will have a twelve (12) month schedule from July through June; Stepping Stones Associate Instructors will have a ten (10) month schedule from September through June. Lead and Associate Instructors in other programs will be notified annually of tentative assignments and schedules based on program calendars. Questions regarding rates of pay are to be directed to the Human Resources Department.

## ARTICLE XV

### 15.0 **SERVICE CREDIT**

- 15.01 Service credits are credits earned for the purpose of qualifying for vacation and salary increases.
- 15.02 For purposes of service credit, salary and vacation schedules will be established based on the fiscal year of July 1 through June 30 of the school year.
- 15.03 A fractional part of a year shall be recognized as equal to one year's credit on the salary and vacation schedules when an employee has been paid 75% of the scheduled work days in each fiscal year. Service credit for a twelve (12) month employee will be based on a twelve (12) month schedule; service credit for a ten (10) month employee will be based on a ten (10) month schedule; service credit for a nine (9) month employee will be based on a nine (9) month schedule.
- 15.04 An employee meeting the above requirements will be granted one (1) year service for salary and vacation effective the July 1 after initial employment, and thereafter will accrue one (1) year of service credit each succeeding July 1.

## ARTICLE XVI

### 16.0 **WORK BEYOND REGULARLY SCHEDULED HOURS**

- 16.01 Employees who work hours other than their regularly scheduled time will be paid their regular rate of pay for hours under forty (40) in a work week and time and one half their regular rate of pay for work over forty (40) in a week.
- 16.02 Substitute work by bargaining unit members, whether during contract time or during off contract time, shall be voluntary and shall be paid at the bargaining unit member's regular rate of pay unless the employee is eligible for higher classification pay under section 18.01.

## ARTICLE XVII

17.0        **WAGES**

17.01        Effective June 1, 2008 - June 30, 2009, employees shall be paid on the following schedule:

17.01.1	<u>STEP</u>	Leads		Assoc.	
		<u>Leads</u>	<u>With Degree</u>	<u>Assoc.</u>	<u>With Degree</u>
	1	12.69	12.98	10.67	10.96
	2	12.98	13.26	10.96	11.24
	3	13.26	13.55	11.24	11.54
	4	13.85	14.14	11.54	11.83
	5	14.42	14.71	11.83	12.12
	6	15.15	15.44	12.24	12.53
	7	15.44	16.02	12.53	12.82

17.02        Effective July 1, 2009-June 30, 2010, employees shall be paid on the following schedule:

17.02.1	<u>STEP</u>	Leads		Assoc.	
		<u>Leads</u>	<u>With Degree</u>	<u>Assoc.</u>	<u>With Degree</u>
	1	13.01	13.31	10.94	11.23
	2	13.31	13.59	11.23	11.52
	3	13.59	13.88	11.52	11.83
	4	14.20	14.49	11.83	12.13
	5	14.78	15.08	12.13	12.42
	6	15.53	15.83	12.55	12.84
	7	15.83	16.42	12.84	13.14

17.03        Effective July 1, 2010-June 30, 2011, employees shall be paid on the following schedule:

17.03.1	<u>STEP</u>	Leads		Assoc.	
		<u>Leads</u>	<u>With Degree</u>	<u>Assoc.</u>	<u>With Degree</u>
	1	13.33	13.64	11.21	11.51
	2	13.65	13.93	11.51	11.81
	3	13.93	14.23	11.81	12.13
	4	14.56	14.85	12.13	12.43
	5	15.15	15.46	12.43	12.73
	6	15.92	16.23	12.86	13.16
	7	16.23	16.83	13.16	13.47

- 17.04       Preschool designation above includes the Stepping Stones and Early Childhood programs.
- 17.05       The Board may choose to hire employees at wages above the amounts indicated in the salary schedule.

17.06       **WAGE ADJUSTMENT DUE TO TRANSFERS OR PROMOTIONS**

- 17.06.1     An employee who is promoted from Associate to Lead shall be placed at the beginning step of the new classification except where the current rate exceeds the beginning rate of the new classification, the employee will be placed on the lowest step which provides for a rate increase. An employee who is moved from one Associate classification to another or one Lead classification to another will be placed on the first step of the new classification except where the employee's current rate exceeds the first step of the new classification, in which case the employee will be placed on the first step to provide a rate increase or the employee's current step, whichever is lower. The Board may choose to hire employees at wages above the amounts indicated in the salary schedules.

**ARTICLE XVIII**

18.0       **HIGHER CLASSIFICATION PAY**

- 18.01       Associate Instructors who are assigned to and perform work in a lead position for two hours or more in any pay period will be paid an additional \$1.00 per hour for all hours worked in the higher classification.

**ARTICLE XIX**

19.0       **OVERTIME**

- 19.01       Employees who actually work in excess of forty (40) hours in a work week (commencing at 12.01 a.m. on Monday morning) will be paid at the rate of time and one-half (1-1/2) for all hours worked in excess of forty (40) hours. For purposes of this section, forty (40) hours of actual work is a prerequisite to being paid overtime.
- 19.02       Overtime will be distributed by seniority at each work site, based on a site seniority list. Only employees actually at work on the day the overtime is worked will be assigned overtime. Overtime opportunities at each site will be allocated in a reasonably equal fashion in each school year.

## ARTICLE XX

### 20.0 RETIREMENT SEVERANCE

- 20.01 An employee of the Cleveland Heights-University Heights City School District shall receive retirement severance pay that is consistent with the provisions set forth in the Ohio Revised Code.

## ARTICLE XXI

### 21.0 "NO CHILD LEFT BEHIND ACT"

- 21.01 The Board will reimburse interested current (September 2005) employees \$40 once for taking the State Paraprofessional Assessment.

## ARTICLE XXII

### 22.0 HOSPITALIZATION AND INSURANCE

#### 22.01 Hospitalization

- 22.01.1 The Board will furnish and pay an amount equal to eighty percent (80%) of either single, two-person, or family premium cost in Medical Mutual of Ohio to eligible bargaining unit members.
- Employees who work 3 3/4 hours or more per day are eligible for hospitalization on a prorated basis, after satisfactory completion of the probationary period. The employee has 30 days in which to apply for coverage. Eligible members are those employees who work 18.75 hours or more per week in the District, prorated based on 1425 hours per year for coverage.
- 22.01.2 Current employees as of June 2, 2008 are grandfathered into Kaiser unless they choose Medical Mutual of Ohio.
- 22.01.3 No contribution will be made by the Board toward coverage if the applicant already has family coverage by an existing policy in Kaiser Community Health or a similar group fully paid for by the contract holder's employer.
- 22.01.4 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.
- 22.01.5 Coverage may be applied for at open enrollment or not later than thirty (30) days after eligible conditions exist.

- 22.01.6 In the event of an extended absence where the employee receives no pay during a month, the Board will make no contribution toward that month's premium cost; the employee is responsible for 100% of that month's premium cost.
- 22.01.7 All employees who are covered by insurance partially paid by the Board shall be covered on a twelve (12) month basis for the period of eligible inclusion. Nine and one-half (9 1/2) and ten (10) month employees will have double deductions from their payroll checks during two (2) months prior to June to account for the employee's share of hospitalization coverage during the summer.
- 22.01.8 Any cost of insurance in excess of the Board's contribution shall be paid by payroll deduction.

22.02 **Life Insurance**

22.02.1 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	\$15,000 Insurance
1301-1500 hours/year	\$20,000 Insurance
1501-up	\$25,000 Insurance

22.02.2 Enrollment in the above insurance programs will become effective after the successful completion of the employee's probationary period.

22.03 **Insurance Provisions**

22.03.1 The following provisions are applicable to all insurance provided:

22.03.2 No contribution will be made by the Board for family coverage if the employee is being covered by a family covered policy issued by the Board to the employee's spouse.

22.03.3 The Board shall not be liable in the event the employee fails to file appropriate applications.

22.03.4 The insurance program will be administered by the designee of the superintendent.

22.03.5 The Board retains the right to change insurance carriers, with consultation with OAPSE Local 100, so long as any carrier chosen furnishes benefits as good as or better than presently provided.

## ARTICLE XXIII

### 23.0 EMPLOYEES ASSISTANCE PROGRAM

- 23.01 An Employee Assistance Program (EAP) is provided under a contract between the Board and the provider, as negotiated, for all employees of this bargaining unit.

## ARTICLE XXIV

### 24.0 SICK LEAVE

- 24.01 Sick leave shall be earned and accumulated at the rate of 1 ¼ 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, but may not use paid sick leave during this time.
- 24.02 Sick leave shall accumulate to a maximum of 120 hours per year for full time employees, with part time employees on a prorated basis, *i.e.*, an employee working four (4) hours a day will accumulate 5 hours for each month under contract to a maximum of 60 hours per year. Accumulated sick leave is available only after current annual sick leave credit is used. The accumulation of sick leave shall be unlimited.
- 24.03 Sick leave shall be used for personal illness, pregnancy, injury, exposure to contagious disease, illness or death in the immediate family. The immediate family includes wife, husband, child, father, mother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, the employee's grandfather or grandmother, and members of the immediate household of the employee. In case of contemplated absence under these circumstances, the employee shall report by phone, in writing or personally to the immediate supervisor giving the date of the contemplated absence and citing the circumstances. Sick leave shall be used, also, for the death of the following: step children, son-in-law, daughter-in-law, and grandchild.
- 24.04 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.
- 24.05 When an employee reports for work on his normally scheduled working day and because of illness is excused from performing his full work day, he/she will be "charged" sick leave on an hour for hour basis for the absence.
- 24.06 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.

- 24.07 Section 3319.141 of the Ohio Revised Code requires in part that each teacher/nonteaching 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/SEMS system satisfies that requirement. Payment for sick leave is obtained by logging onto or calling into the Substitute Employee Management System (SEMS) using the individual PIN (personal identification number) assigned when the employee first registers with SEMS. Logging onto or calling into SEMS using the individual PIN is considered a digital signature. Reporting sick leave to SEMS is a mandatory requirement. Reporting any kind of absence to SEMS is a mandatory requirement. The Superintendent or her/his designee 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 complaint authorization to allow the physician's medical report(s) to be released to the Board.
- 24.08 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 the Ohio Revised Code Section 3319.16.
- 24.09 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.
- 24.10 An employee who is granted a Board paid leave shall retain and accumulate service credit and seniority.
- 24.11 The Treasurer/CFO shall provide each employee with a statement of accumulated sick leave at the end of each pay period and on each pay stub.

## ARTICLE XXV

### 25.0 OTHER LEAVES

#### 25.01 Parental Leave

- 25.01.1 An employee who has completed one (1) year of continuous employment in this bargaining unit and is pregnant, 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) calendar year on the conditions set forth below:
- (a) 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 in the case of adoptions.)
  - (b) No more than one (1) spouse employed by the Board shall be entitled to a parental leave.
  - (c) Upon application for an extension of the parental leave at least two (2) months prior to the expiration of the leave, an extension will be granted for up to one (1) more calendar year.

- d) An employee will return to his/her job classification upon expiration of parental leave. Failure to return at the stated date and/or failure to request further consideration will be immediately accepted as a voluntary resignation. Employees who are granted such leave shall return to a similar classification upon completion of the leave. There will be no accumulation of service credit during unpaid leaves.
- (e) 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 contributions on behalf of such employee and the employee will not receive credit on the salary schedule during the parental leave, nor will seniority continue to accumulate.

25.02 **Pregnancy Leave**

- 25.02.1 A member of the bargaining unit shall be eligible for pregnancy leave according to the terms described below after one year of continuous employment in this bargaining unit.
- 25.02.2 An employee will notify her supervisor in writing of her desire to take a pregnancy leave at least three (3) months before the date she wishes the leave to commence.
- 25.02.3 Accumulated paid sick leave may be used by a pregnant employee for such period before and after delivery as is recommended in writing by her physician, except that a physician's report shall not be required for use of such leave during the six (6) weeks prior and the six (6) weeks subsequent to delivery.
- 25.02.4 If a disabled pregnant employee prefers not to use accumulated paid sick leave, or exhausts her accumulated sick leave credit, the employee may apply for a medical leave of absence without pay or benefits which shall be granted for the period of recovery after delivery. A physician's statement shall be required for such use of medical leave during any period preceding six (6) weeks before delivery and succeeding six (6) weeks subsequent to delivery.
- 25.02.5 An employee who is granted such leave shall not have the right to return to employment except at the beginning of a school year. If, however, an employee desires to return during a school year, the Assistant Director of Human Resources shall be notified of this desire; and if a suitable vacancy exists or occurs, an attempt will be made to return the employee to employment. Failure to return at the stated date and/or failure to request further consideration will be immediately accepted as a voluntary resignation. Employees who are granted such leave shall return to a similar classification upon completion of the leave. There will be no accumulation of service credit during unpaid leaves.

25.03            **Adoption Leave**

25.03.1            After one (1) year of continuous service, an employee will be eligible to use sick leave to a maximum of ten (10) working days upon the adoption of a child immediately after the adoption occurs provided that only one (1) spouse employed by the Board shall be granted sick leave for any adoption. Prior notice shall be given as early as possible. Failure to return at the stated date and/or failure to request further consideration will be immediately accepted as a voluntary resignation. Employees who are granted such leave shall return to a similar classification upon completion of the leave. There will be no accumulation of service credit during unpaid leaves.

25.04            **Medical Leave**

25.04.1            An employee who has exhausted his/her sick leave may submit a written request for an unpaid 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. An employee taking a medical leave of absence shall have the right to his/her former classification at the expiration of the leave. Failure to return at the stated date and/or failure to request further consideration will be immediately accepted as a voluntary resignation. Employees who are granted such leave shall return to a similar classification upon completion of the leave. There will be no accumulation of service credit during unpaid leaves.

25.05            **Unpaid Leave of Absence**

25.05.1            An employee having five (5) years of full-time service or the equivalent with the District may submit a written request for an unpaid leave of absence for reasons other than illness or disability. Each request shall be judged on its own 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.

25.05.2            An employee taking a leave of absence of ten (10) days or less shall have the right to return to his/her former position. An employee taking leave of longer than ten (10) days shall have the right to return to any vacant position for which he/she is qualified immediately upon expiration of the leave or as soon thereafter as such position becomes available. Failure to return at the stated date and/or failure to request further consideration will be immediately accepted as a voluntary resignation. Employees who are granted such leave shall return to a similar classification upon completion of the leave. There will be no accumulation of service credit during unpaid leaves.

25.06            **Personal Leave**

25.06.1            Personal leave not to exceed three (3) days a year shall be granted each employee. Personal leave may be used for such occasions as religious holidays, graduation 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. Personal leave is non-cumulative. Full time employees hired after the start of the school year shall be entitled to a prorated number of 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. All such newly hired employees are not entitled to personal leave until after the completion of 90 working days probation.

- 25.06.2 Personal leave shall be requested in writing, giving the reason for the request to the Building Principal with a copy given to the Program Specialist. When feasible, such request shall be made at least one (1) week prior to the date requested for such leave. A copy of this request shall be forwarded by the employee to his/her immediate supervisor. When the request has been made at least one week prior to the date requested for such leave, the employee will be notified of the approval or denial of the request at least three (3) work days prior to the time for which leave is requested.
- 25.06.3 Emergency arrangements for personal leave shall be made by contacting the Program Specialist and shall be confirmed in writing within three (3) days upon return to duty. The employee shall also notify the Building Principal of such personal leave.
- 25.06.4 Requests for personal leave on the day immediately preceding or following a school vacation period or holiday will not be approved, except under very unusual circumstances.
- 25.06.5 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.
- 25.06.6 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 25.06.7.
- 25.06.7 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.

25.07 **Professional Development Leave**

- 25.07.1 Employees are responsible for meeting professional development licensing requirements on a yearly basis. Tuition or registration fees will be paid and employees will be paid at their regular rate of pay for all conferences, workshops, and in-service training they are required to attend by the Board of Education during their scheduled work hours.
- 25.07.2 For conferences, workshops and in-service training that employees attend during work hours that are not required by the District, the District will, with prior approval, provide substitute coverage and pay the employee's scheduled work hours. All tuition and registration fees are the responsibility of the employee.

- 25.07.3 Tuition or registration fees will be paid and employees will be paid a \$10 an hour in-service rate for all conferences, workshops and in-service training they are required to attend by the Board of Education during non-scheduled work hours.
- 25.07.4 Employees are not paid for non-required conferences, workshops and in-service training attended during non-scheduled work hours. The employee is responsible for tuition or registration fees associated with such conferences, workshops and in-service training.
- 25.07.5 Absent express consent from the Program Administrator, no more than one (1) employee may be scheduled to attend an outside workshop or conference on any one (1) workday. No employee may use more than one (1) day per fiscal year for attendance at outside workshops or conferences.
- 25.07.6 The following chart can be used for further clarification in this section:

	<b>REQUIRED BY DISTRICT TO ATTEND</b>	<b>REQUIRED TO ATTEND TO MEET ODE LICENSING STAFF REQUIREMENTS</b>
<b>ATTENDANCE DURING WORK HOURS</b>	District pays regular rate of pay. District pays registration.	Prior approval required. Sub coverage provided. District pays regular rate of pay. District will not pay registration.
<b>ATTENDANCE DURING NON-WORK HOURS</b>	District pays in-service rate for workshop attendance. District pays registration.	District will not pay employee. District will not pay registration.

25.08 **Family Care Leave**

25.08.1 A non-probationary employee with one year of continuous employment who has exhausted his/her sick leave and who is needed to care for a seriously ill relative may be granted up to six (6) months unpaid leave upon written request specifying the reason for a relative's need for care. This request will include the attending physician's written explanation of need and the expected duration of the attention. Relative shall mean spouse, child, stepchild, living in the employee's home as defined by marriage or its equivalent and attested to in writing, father, mother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, the employee's grandfather or grandmother.

25.08.2 Employees who are granted such leave shall return to a similar classification upon completion of the leave. There will be no accumulation of service credit during such leave. Failure to return immediately after the granted period will be considered a voluntary resignation.

25.09 **Benefits During Leave**

25.09.1 Employees will accrue both Program and Board seniority during all paid leaves and paid time off.

- 25.09.2 The Board will continue his/her SERS contributions and other employment taxes during all paid time off.
- 25.09.3 An employee on an unpaid leave of absence shall have his/her Board and Program seniority frozen during the leave, to be resumed when the employee returns to work. Employees will waive retirement during the unpaid leave.

## ARTICLE XXVI

### 26.0 JURY DUTY

- 26.01 Employees called to serve on juries will receive full compensation provided written proof of length of duty from bailiff of court is presented to the Human Resources Department. Time served for jury duty will not be charged to sick leave.

## ARTICLE XXVII

### 27.0 COURT APPEARANCE

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

## ARTICLE XXVIII

### 28.0 LAYOFF AND RECALL

#### 28.01 Seniority

- 28.01.1 Board seniority shall be defined as the length of employment of an employee by the Board of Education from the employee's most recent date of hire. Program seniority shall be defined as the length of employment of an employee within a single Early Childhood Department program from the employee's most recent date of permanent assignment to the program. For purposes of this section, programs shall be defined as: Stepping Stones; Before and After School; Early Childhood Preschool.
- 28.01.2 Time loss due to layoff or authorized leaves of absence without pay shall not be counted toward seniority.

- 28.01.3 An employee shall have no seniority during his/her initial probationary period, but upon successful completion of his/her initial probationary period, seniority shall be retroactive from the date of hire.
- 28.01.4 Annually, on February 1, 1989 and each year of the contract thereafter, the Employer will post at all of its bargaining unit locations, a seniority list indicating both Board and Program seniority for all employees in the bargaining unit, including those employees whose seniority is frozen. An employee will have fourteen (14) calendar days to grieve any seniority standing which he/she disputes. Failure to grieve within the time limits will constitute a waiver.
- 28.02 **Reduction Procedure**
- 28.02.1 The principle of seniority preference shall be considered in matters of layoff, retrenchment, reduction, rescheduling, reorganization and recall to work. In the event that declining enrollment or financial difficulties or lack of work or any other reason as the Board determines, make it necessary to reduce staff, reduce hours, retrench, reorganize or layoff members of the unit, generally, the Board will lay off employees according to program seniority. An affected employee may bump:
- a. the least senior employee within his/her same classification who works the same or closest to the same number of hours, or if none,
  - b. the least senior employee within a lower classification within his/her program who works the same or closest to the same number of hours.
- 28.02.2 The employee may choose to be laid off and placed on the recall list. Additional consideration may be given to an employee's skills, qualifications and work performances. An employee may never bump another employee with greater program seniority. The President will receive no less than ten (10) working days notification prior to the employees being laid off.
- 28.02.3 Seniority terminates and all rights of employment or reemployment terminate when an employee resigns, retires, is discharged, fails to return from an approved leave of absence or fails to return to work within five (5) days of recall from layoff.
- 28.02.4 When one (1) Early Childhood Department program is being retrenched, reorganized, rescheduled or reduced, affected employees shall not be eligible to exercise their Board seniority to bump employees with less Board seniority in other programs. However, every effort shall be made to place qualified employees in vacant positions in other programs as they become available. Board seniority shall govern the awarding of vacant positions.
- 28.03 **Recall**
- 28.03.1 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.

- 28.03.2 The period of recall shall continue for the period of two (2) years from the day of layoff.
- 28.03.3 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; 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.
- 28.03.4 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.
- 28.04.0 **Classification Series**
- 28.04.1 Classification shall be defined as follows:
- 28.04.2 I. Early Childhood Preschool Program
- A. Early Childhood Preschool Lead Instructor with Degree
  - B. Early Childhood Preschool Lead Instructor
  - C. Early Childhood Associate Instructor with Degree
  - D. Early Childhood Associate Instructor
- 28.04.3 II. Stepping Stones Program
- A. Stepping Stones Lead Instructor with Degree
  - B. Stepping Stones Lead Instructor
  - C. Stepping Stones Associate Instructor with Degree
  - D. Stepping Stones Associate Instructor
- 28.04.4 III. Before School Program
- A. Before School Lead Instructor with Degree
  - B. Before School Lead Instructor
  - C. Before School Associate Instructor with Degree
  - D. Before School Associate Instructor
- 28.04.5 IV. After School Program
- A. After School Lead Instructor with Degree
  - B. After School Lead Instructor
  - C. After School Associate Instructor with Degree
  - D. After School Associate Instructor
- 28.04.6 V. Food Service Lead

## ARTICLE XXIX

### 29.0 **JOB POSTING**

- 29.01 After an employee who holds a bargaining unit position leaves the employment of the Board, or accepts an assignment to another position with the Board, or when the Board creates a new bargaining unit position, and the Board determines that a vacancy exists, it shall fill the vacancy in accordance with the following clauses.
- 29.02 All vacancies shall be posted, as they occur, for a minimum of five (5) workdays in each program building in the designated administrative area. The notice of vacancy shall include job title, opening and closing date for posting, general qualifications, location, rate of pay, and regular hours of work.
- 29.03 Employees who desire to apply for the vacancy shall file their application, in writing, to the Human Resources Department by 4:00 p.m. on the closing date.
- 29.04 Applications will be accepted from within and outside the School District. First consideration shall be given to qualified candidates in the same job classification before other qualified candidates who are currently employed by the Board are considered. Employees shall be considered before outside applicants are considered.
- 29.05 Selection of applicants is to be based upon qualifications. When skill and ability are relatively equal, employees applying for an open position within their own program shall be given preference over applicants from other programs or applicants from the outside. When skill and ability are relatively equal within a program, program seniority shall prevail.
- 29.06 Any employee may request the results of any testing, if required.

## ARTICLE XXX

### 30.0 **WORK WEEK**

- 30.01 The Board shall continue its practice of providing full-time employees at Stepping Stones who are regularly scheduled for thirty (30) hours or more per week with a paid lunch of one-half (1/2) hour each day.
- 30.02 Employees will be paid at their regular rate of pay (or at the overtime rate if appropriate) for attending all required meetings with parents, other staff, administration or the community.

## ARTICLE XXXI

### 31.0 **GRIEVANCES**

31.01 A dispute, disagreement or difference arising between any bargaining unit employee or group of employees and Administration or Board shall be handled initially by direct contact between the employee and his/her administrator as may be appropriate under the circumstances. If not settled in this manner, and, if the dispute, disagreement or difference involves disciplinary action or interpretation or application of this bargaining agreement, a grievance may then be written by the employee on a standard form to be supplied by the administration, stating the facts including the name of the individual or individuals involved and the basis for the grievance. The formal grievance shall be signed by the grievant and be delivered to the administrator in charge. If a grievance is not filed within thirty (30) calendar days of its occurrence, it will no longer exist.

#### 31.02 **Grievance Procedure - Step 1**

31.02.1 Not later than five (5) days after a grievance is filed, the administrator in charge will notify the employee of the date, time and location of the meeting in Step 1, which date shall be no later than ten (10) days after the date of notification. At that meeting, which shall be before the administrator in charge, the grievant shall be present. Not later than five (5) days following the date of the meeting in Step 1, the administrator in charge shall submit a written disposition to the employee involved in the grievance.

#### 31.03 **Grievance Procedure - Step 2**

31.03.1 If the grievance is not settled at Step 1, the employee may, within ten (10) days after receipt of the written disposition of Step 1, submit to the administrator in charge a written request for a meeting in Step 2 for the purpose of settling the grievance. Not later than five (5) days after receipt of such a request, the employee shall be notified of the time and location of the meeting in Step 2, which date shall be no later than ten (10) days after the date of notification. The meeting at Step 2 shall be before the Superintendent or such member of the Superintendent's staff as he/she shall designate. The grievant shall be present. No later than five (5) days after the conclusion of the hearing in Step 2, the Superintendent shall submit its disposition in writing to the employee involved in the grievance.

#### 31.04 **Grievance Procedure - Step 3**

31.04.1 If the grievance is not settled at Step 2, the employee may, within ten (10) days after the receipt of the written decision in Step 2, submit to the Treasurer/CFO a written request for a meeting before the Board of Education in Step 3 for purpose of settling the grievance. No later than five (5) days after receipt of such request, the employee shall be notified of the time and location of the meeting in Step 3, which date shall be no later than the ten (10) days after the date of notification.

31.05 **Grievance Procedure - Step 4**

31.05.1 (A) The Union may, not later than ten (10) days after receipt of the Board written disposition at Step 3, or the Board's decision not to hear the matter, submit to the Board a notice of arbitration. The notice shall include a brief statement setting forth precisely the issue to be decided by the arbitrator and the specific provision of the agreement involved, and the name of the person who will represent the Union in the arbitration. The Board shall thereupon submit to the Union the name of the person who will represent it in the arbitration, and the two persons so named shall, within ten (10) days thereafter, attempt to agree upon an arbitrator.

31.05.2 (B) In the event the said persons are unable to agree upon an arbitrator within the ten (10) day period, the matter shall be submitted to the American Arbitration Association, and the Arbitrator shall be selected from a list supplied by the AAA pursuant to its rules. The list submitted shall be of arbitrators residing in the Greater Cleveland area.

31.05.3 (C) The arbitrator shall limit his/her decision strictly to the application and interpretation of the provisions of the Agreement. The arbitrator shall not have the power to add to or subtract from or modify any of the terms of the Agreement. The hearing shall be pursuant to the rules of the American Arbitration Association.

31.05.4 (D) The decision of the arbitrator shall be final and binding on the parties as provided by law.

31.05.5 (E) The fees and expenses for the arbitrator shall be borne by the party who loses the arbitration case. Each party shall bear the cost of its own witnesses, exhibits and counsel.

31.06 **TIME LIMITATIONS:** In determining the time limitations of Steps 1, 2, and 3, Saturdays, Sundays, and Holidays shall be excluded.

31.07 **REPRESENTATION:** At any of the steps hereinbefore set forth, the employees may appear:

1. Alone on his/her own behalf; or
2. Accompanied by a representative of the Union.

- 31.08 This agreement is intended to be the sole basis for dispute resolution between the Board and the bargaining unit members. Therefore, this Agreement is intended, as permitted by law, to replace the Civil Service Commission and its Rules and Regulations. It is recognized that some problems cannot be subject to the grievance procedure provided herein since they are governed by the Ohio Revised Code. In such event, the provisions of the Code shall be followed and no grievance shall be processed.
- 31.09 Nothing contained herein shall interfere with an employee's right to meet voluntarily with the administration.
- 31.10 Failure in any step of this procedure to communicate the decision on the grievance within the time limit specified, shall permit lodging an appeal at the next step of the procedure within the time allotted, had the decision been given.

## ARTICLE XXXII

### 32.0 SERS PICK-UP

- 32.01 For purposes of this Article, total annual 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.
- 32.02 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.
- 32.03 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.

- 32.04 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.
- 32.05 This provision will become effective with the first pay after the effective date of this Agreement.

**ARTICLE XXXIII**

**33.0 HOLIDAYS**

- 33.01 Employees in all programs are entitled to the following paid holidays: Labor Day, Rosh Hashanah and Yom Kippur when they fall on a weekday, Thanksgiving, day after Thanksgiving, Christmas, New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, and for employees who work through the summer, Independence Day.
- 33.02 Employees in the Stepping Stones Preschool Program will have the following paid holidays: Christmas Eve and New Year's Eve.
- 33.03 Employees in the Early Childhood and Stepping Stones Preschool Programs will have the day after Christmas as an additional paid holiday regardless of the day of the week upon which the holiday occurs.
- 33.04 Before and After School employees will be entitled to a paid holiday up to two days per year when the Before and After School Program is closed as a result of the District's schools being closed because of evening parent teacher conferences in grades K-5 in the District.
- 33.05 National holidays which fall on a Saturday or Sunday, but which are observed on Friday or Monday, will be paid holidays in accordance with 33.01 above.
- 33.06 When a holiday falls within a period of absence of an employee for which no pay is allowed, then no pay shall be allowed for the holiday.

**ARTICLE XXXIV**

**34.0 VACATIONS**

- 34.01 All twelve-month employees of Stepping Stones who work twenty (20) or more hours per week will be entitled to paid vacation at the following rate:
 

1 year of service	1 week
2-7 years of service	2 weeks
8-14 years of service	3 weeks

- 34.02 All twelve (12) month employees of Stepping Stones who work less than twenty (20) hours per week will be entitled to one week of paid vacation each year.
- 34.03 Ten (10) month instructors in the Stepping Stones program who work 30 days or more during the summer (between July 1 and August 31) shall be entitled to take one week of vacation during the following school year, except that the instructor who works the same number of hours that would have been worked by a twelve-month employee, shall receive vacation credit on the same basis as a twelve-month employee.
- 34.04 Summer work shall be voluntary and all bargaining unit members will be paid in the classification to which they are assigned for the summer.
- 34.05 Summer work will be offered by seniority so long as one employee who has worked with the affected children during the past school year is with the children for the majority of the day during the summer.
- 34.06 Vacations shall be scheduled at the mutual convenience of the Board and the employee. Preference for vacations shall be based upon seniority.
- 34.07 When a holiday falls on a working day within the employee's vacation period, this shall count as a paid holiday, but not as a vacation day.

#### **ARTICLE XXXV**

35.0 **PAYROLL CHECKS**

- 35.01 All members of the bargaining unit will receive their pay through Automatic Payroll Deposit.

#### **ARTICLE XXXVI**

36.0 **MEDICARE**

- 36.01 All new employees hired after April 1, 1986 are subject to Medicare deductions and contributions, pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985. Except for students, part-time, seasonal or intermittent employees are not excluded.

## ARTICLE XXXVII

### 37.0 CONTRARY TO LAW

- 37.01 If any provision of an agreement between the Board and the Union shall be found contrary to law, then such provision or application shall be deemed to be invalid, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

## ARTICLE XXXVIII

### 38.0 ENTIRE AGREEMENT

- 38.01 This agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices occurring prior to the signing of this Agreement between the Board and the OAPSE and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

## ARTICLE XXXIX

### 39.0 WAIVER OF NEGOTIATIONS

- 39.01 During the term of this Agreement, the Board and OAPSE shall not be obliged to negotiate any subject matter, whether or not specifically referred to or covered in the Agreement, except as follows:
- 39.02 The Board and OAPSE mutually agree to negotiate a subject or matter; and
- 39.03 The OAPSE may exercise any statutory right to request bargaining as to matters not covered by the Agreement if and when the Board determines to make a unilateral change in working conditions that is within the scope of bargaining.

## APPENDIX

1. Criminal Histories Policy
2. Application for Personal Leave
3. Application for Sick Leave
4. Grievance Form
5. HIPAA Authorization Form

## 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  
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 \_\_\_\_\_

**NOTE: RETURN COMPLETED FORM TO THE FINANCE DEPARTMENT.**  
**Following Approval/Disapproval, copies will be distributed as follows:**  
**White -- Payroll/Finance**  
**Yellow -- Employee**

**CLEVELAND HEIGHTS-UNIVERSITY HEIGHTS CITY SCHOOL DISTRICT**  
**Finance Department**

**APPLICATION FOR USE OF SICK LEAVE**

Classified

**Payment for the use of sick leave is obtained by the submission of this completed application to the Finance Department within two days after your return from sick leave.**

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. 19\_\_\_\_  
\_\_\_\_\_ p.m. 19\_\_\_\_

I returned to duty \_\_\_\_\_ a.m. 19\_\_\_\_  
\_\_\_\_\_ p.m. 19\_\_\_\_

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.

**HR2932**

**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 Local 100? \_\_\_\_\_

\_\_\_\_\_  
Signature of Aggrieved Employee:

\_\_\_\_\_  
Signature of Employee Supervisor

copies sent to:

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

Date:

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

**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**

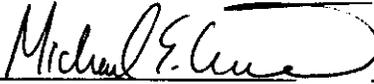
Signature of Employee (or Representative): \_\_\_\_\_ Date: \_\_\_\_\_

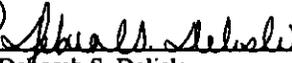
Printed Name of Employee (or Representative) \_\_\_\_\_

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

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

The contract set forth above was entered into following the ratification by the Union and adoption by the Board on June 17, 2008.

  
Michael Cicero  
Board President

  
Deborah S. Delisle  
Superintendent

  
Edrice Chapman  
OAPSE Local 100