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AGREEMENT

BETWEEN

THE BOARD OF EDUCATION
OF THE
SHAKER HEIGHTS CITY SCHOOL DISTRICT

AND

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES, LOCAL #152

EFFECTIVE:

THROUGH JUNE 30, 2018

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A G R E E M E N T

ARTICLE I. RECOGNITION

The Board hereby recognizes the Association as the sole and exclusive representative of employees in a bargaining unit comprised of full-time and regular part-time employees whose terms of employment are for positions of nine and one half (9 ½) months per year and who work as security personnel. New positions with similar duties and responsibilities as those in the positions listed above with the exception of supervisory or management positions or such other positions excluded by mutual agreement shall also be included. All of the aforementioned employees will hereinafter be referred to as security personnel. A regular part-time employee is defined as an hourly employee working on a regular schedule of less than forty (40) hours per week whose term of employment is for a position of nine and one-half (9 ½) months per year.

This recognition is granted by the Board on the condition that the Association shall admit into membership and shall represent employees within the unit without discriminating on the basis of race, color, religion, national origin, sexual orientation or sex.

There shall be no discrimination or intimidation on the part of the Board and its administration or agents against its employees because of Association membership or the exercise of rights to engage or not to engage in Association activities.

ARTICLE II. NEGOTIATIONS PROCEDURE

A. Upon the request of Local 152 or the Board, not earlier than ninety (90) calendar days prior to the expiration of this Agreement, the parties may open negotiations for a successor contract. The first meeting will be held within fifteen (15) calendar days of receipt of the request unless the parties mutually agree to a later date.

B. The Board and the Union shall be represented at negotiation meetings by a team of not more than six (6) members each.

C. The Board and the Union negotiating teams shall exchange items for negotiations at the first negotiating session. All contract proposals shall be presented in writing by both parties. No issue shall be introduced by either party following the first session unless mutually agreed by both negotiating teams.

D. Neither team shall release information to the public media without mutual agreement of the other team until such time as impasse is declared by either side.

E. When tentative agreement is reached covering the matters of negotiation, it shall be reduced to writing, reproduced at Board expense for the Local 152 membership to ratify or reject. When approved by Local 152 membership, it shall be presented to the Board for its approval or rejection.

F. In the event agreement is not reached within thirty (30) calendar days after the first actual negotiating session, either party may request that Federal Mediation and Conciliation Service be notified and requested to furnish the services of a mediator for the purpose of assisting the parties in reaching agreement. The request for a mediator shall be jointly filed. This procedure is intended to serve as an alternate dispute resolution procedure to those set forth in Chapter 4117 of the Ohio Revised Code.

G. The procedures set forth above may be modified prior to the start of negotiations by joint agreement of the parties. Should that occur, the bargaining shall be governed by the ground rules agreed to modifying these procedures.

ARTICLE III. BOARD'S RIGHTS

The Board retains the sole right to manage the operation of the schools, including but by no means limited to the right of deciding the duties to be performed, to maintain order, safety and efficiency in its operation, to hire, layoff, assign, transfer and promote employees, to schedule hours to be worked, including starting and quitting times, to discipline, suspend or discharge employees for just cause, provided that none of these rights shall be exercised in an improper manner or contrary to the specific provisions of this Agreement.

ARTICLE IV. UNION RIGHTS

The Union shall have the following rights in addition to others that may be agreed to in other sections of this Agreement.

A. The right of access at reasonable times to areas in which the employee works; reasonable times are lunch hours and break time. Nothing in this section authorizes employees to engage in union work during working time. Work hours should not be used unless approved in advance.

B. The right to use, without charge, Board bulletin boards, mail boxes and school mail system and any other means of communication for the transmission of information or notices concerning Union matters. Long distance phone calls are not included. Political purposes are not allowed.

C. The right to use without charge, institutional equipment, facilities and buildings at reasonable times with the principal or supervisor's approval.

D. The President of Local 152 will be supplied annually with a complete list of all bargaining unit employees. The list will contain the following information:

Employee's Name, Date of Hire in the Bargaining Unit, Classification – and Job Site Location.

E. An annual copy of the Budget and Appropriations will be posted to the District website no later than October 31st of each year. Other relevant financial documents will be made available by the Treasurer's office upon request.

F. A copy of the official Board Agenda, all addendum items, and all Board meeting minutes are available on the Shaker "BoardDocs" website in advance of Board meetings.

G. Dues Check off

1. The Board shall deduct from the wages of employees in the bargaining unit, upon receipt from the Union of individual authorization cards executed or individually signed by the employee, state dues and local dues or service fee. Revocation of dues shall be by written notice to the OAPSE State Treasurer, Treasurer of Local 152, and the Treasurer of the School District during the last ten calendar days of August. Members electing to withdraw from the Union must submit a written request, received within the ten (10) day withdrawal period, to OAPSE State Office at 6805 Oak Creek Drive, Columbus, Ohio 43229, attention: Membership.

2. The Board agrees not to check off dues from the pay of any bargaining unit members for any other labor organization during the term of this Agreement.

3. Dues deductions shall be deducted in twenty-four equal installments starting with the first pay in October. The money collected by the Treasurer of the School District shall be forwarded to the OAPSE State Treasurer and Treasurer of Local 152 along with a list of members and the amounts individually deducted from each, no later than ten (10) working days after they are collected. A duplicate list of names and individual deductions shall be given to the local Treasurer at the time they are sent to the OAPSE State Treasurer.

4. Service Fee - Each employee covered by this Agreement who fails voluntarily to acquire or maintain membership in the Union, shall be required to pay to OAPSE a service fee, which shall not exceed the dues paid by members of OAPSE who are in the bargaining unit covered by this Agreement; provided that any employee who has been declared exempt for religious convictions by the State Employment Relations Board (SERB) shall not be required to pay said fee. However, such employee shall pay, in lieu of such fee, on the same time schedule as Union dues are payable an amount of money equal to such fee to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code,

mutually agreed upon by such employee and the OAPSE state treasurer. Such employee shall furnish to the OAPSE state treasurer written receipts evidencing payment to such agreed upon non-religious fund.

The provisions of this Article shall be explained to the employee at the time of the hiring interview. A written statement explaining the Service Fee shall be provided, by the Board, at the time of hire.

The provisions of the service fee shall not be applicable to new hires until completion of their probationary period or to any employees exempt from the bargaining unit by virtue of being supervisory, managerial, confidential or casual employees.

The Union shall adopt an internal rebate procedure in accordance with Section 4117.09(c) of the Ohio Revised Code which complies with Federal law.

5. 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 for dues, to indemnify the Board for any liability imposed on it as a result of any such suit, claim or administrative proceeding to 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 Shaker Heights City School District, its members, the Treasurer, Superintendent, Assistant Superintendent-Business and Operations[1] and all members of the administrative staff.

H. Up to two employees who are OAPSE delegates will be allowed to attend the OAPSE conference annually without loss of pay. In addition, up to six (6) employee work days will be allowed each contract year for employees to attend OAPSE committee meetings and conventions. To the extent the six (6) days of leave are unused in one year, up to three (3) days may be carried forward to the succeeding year. The Anticipated Absence Form is required to be submitted to the Assistant Superintendent-Business and Operations.

I. Payroll Deductions – The Board shall deduct from the wages of an employee in the bargaining unit, upon receipt from the Union of a signed authorization, P.E.O.P.L.E. Donations. The P.E.O.P.L.E. deductions shall be deducted using the same procedures as dues deductions. Membership in the P.E.O.P.L.E. program is voluntary and the Board shall be held harmless as defined in Article IV, Paragraph G (5) of this Agreement.

[1] As used in this Agreement "Assistant Superintendent-Business and Operations" means "Assistant Superintendent-Business and Operations or Designee."

ARTICLE V. GRIEVANCE PROCEDURE

A. A grievance is defined as an alleged violation of a specific article of this Agreement. If any such grievance arises, there shall be no stoppage or suspension of work, or concerted activity because of such grievance; but such grievance shall be submitted to the following procedures. The aggrieved employee may be represented by an OAPSE representative from Local 152 at each step of this procedure.

1. INFORMAL - An employee when aggrieved shall meet with his/her immediate supervisor or designee to discuss the situation. A verbal response shall be given to the employee by the supervisor or designee at the time of the discussion. There shall be a written acknowledgement that the informal step occurred.

2. STEP I - If agreement is not reached at the Informal level, the employee shall put the grievance in writing to his/her immediate supervisor within five (5) work days of verbal discussion. A meeting shall take place to discuss the grievance with the immediate supervisor within ten (10) work days of the filing of Step I of the written grievance. The immediate supervisor shall give a written disposition within five (5) work days of the meeting that took place to discuss the written grievance.

3. STEP II - If the issue is not resolved in Step I, the aggrieved employee shall within five (5) work days appeal his/her case to the Superintendent or designee[2]. A meeting shall take place to discuss the grievance with the Superintendent within ten (10) work days of the filing of Step II of the written grievance. A written disposition shall be returned by the Superintendent within five (5) work days of the meeting that took place to discuss the grievance.

4. STEP III - If the issue is not resolved in Step II, the Union may request that the grievance be submitted to arbitration within ten (10) work days after receipt of the decision at Step II. The grievant shall be represented by an OAPSE staff representative beginning at this Step 3. If representatives of the Union and the Board are unable to agree on an arbitrator, the Union may request a list of arbitrators be supplied by the American Arbitration Association. Selection will be made by the strike method.

The arbitrator will conduct a closed hearing at which the duly designated representative of the Board and the Union will be present. Each side shall have full opportunity to present evidence through witnesses and written documents and shall have the right, if desired, to present post hearing briefs. After considering the facts presented by each side, the arbitrator will render a decision. The decision shall be final and binding on the parties. In doing so, the arbitrator shall not add to, subtract from or modify the terms of this collective bargaining agreement.

[2] As used in this Agreement, Superintendent shall mean Superintendent or designee.

It is specifically agreed that this grievance procedure shall be the sole remedy for any matters covered by this Agreement. This Agreement shall prevail over and supersede State Civil Service Laws and the rules and regulations of the Shaker Heights Civil Service Commission to the full extent allowed under the provisions of Section 4117.10 of the Ohio Revised Code. The fees and expenses of the arbitrator shall be shared equally by the parties.

B. Grievance Forms:

1. Any grievance must be filed on the authorized grievance form agreed to between the parties to this Agreement.

   Such forms must provide for naming of the alleged violation and shall state the contention of the employee or the Union, and shall indicate the relief requested.

2. Any grievance not advanced to the next step by the Union within the time limit in that step, shall be deemed resolved by the Administration's last answer.

3. The agreed to grievance form shall be made available to any employee requesting such, either through his/her supervisor or Union representative.

C. Time Extensions

Time limits may be extended by the Administration and the Union in writing. The newly agreed to date shall then prevail.

D. Representation

Bargaining unit members may be represented at any step of the grievance procedure other than the Informal Step by the OAPSE staff representative. If the staff representative is going to attend any step, notice will be given to the appropriate administrator.

ARTICLE VI. WORK STOPPAGE

During the term of this Agreement, there will be no strike, work stoppage, or concerted effort to fail to report for work, or loss of work days for any unauthorized reasons. During the term of this Agreement, the Board will not lock out employees in the bargaining unit.

ARTICLE VII. DISCIPLINARY PROCEDURE

A. After completion of the probationary period, disciplinary action shall only be for just cause.

B. No non-probationary employee shall be disciplined without first being provided a hearing. At said hearing, the employee shall, if he/she chooses, be represented by the Union representative of his or her choice.

The employee shall be given a written statement as to why the hearing is being called. The time and place of this hearing shall be stated. The written statement shall state the employee's right of Union representation.

The employee must sign and return the statement acknowledging receipt of the notification.

C. Although disciplinary action may be taken, corrective measures may also be recommended.

D. An employee receiving any disciplinary action of record shall be given a notification, in writing, of such action, together with a general statement regarding such action.

E. Upon request, any employee shall have any disciplinary actions that are over three (3) years old removed from his/her personnel file, if such employee has had no disciplinary actions in the three-year period immediately preceding such request. No memorandum or document shall be placed in the personnel file indicating what was removed.

F. It is recognized that an employee who has been the recipient of disciplinary action shall have a reasonable opportunity thereafter to establish a good work record.

G. It is specifically agreed that the disciplinary procedure in this Article and the grievance procedure in Article V shall be the sole remedy for a bargaining unit member who has been disciplined.

ARTICLE VIII. PERSONNEL FILE

A. Any employee shall have the opportunity to read any material which may be considered critical of his/her conduct, service, character or personality before it is placed in his/her personnel file. The Administration and the employee shall be assured that the employee is aware of the material that is being placed in the employee's file. The employee shall have the opportunity to reply to such critical materials in a written statement to be attached to the file copy. A copy of the written statement shall be forwarded by the employee or the administrator responsible for maintaining the personnel files, to the Building Principal or Department Head.

B. Employees shall be informed of any complaint by a parent and/or student which is directed toward them if such complaint will become a matter of the personnel record.

C. Anonymous letters or materials shall not be placed in any employee's files, nor shall they be made a matter of record.

D. Any employee shall be entitled to a copy at his/her expense of any material in his/her file except for material originally supplied to the administration as confidential previous to employment. An employee shall have the right upon request and upon making an appointment to review in the presence of the Director of Human Resources or designee, the contents of his/ her own personnel file, exclusive of pre-employment materials. Another employee and/or OAPSE representative selected by the employee may be present during such review.

ARTICLE IX. HOURS OF WORK AND OVERTIME

A. 1. The Board will pay one and one-half (1-1/2) times the employee's regular hourly rate for all hours worked in excess of eight (8) hours in one day or forty (40) hours during the normal work week. All work performed on holidays shall be paid at the rate of time and one-half.

2. An employee may request compensatory time in lieu of additional pay under the following circumstances:

a. The request is approved by the employee's supervisor;
b. The employee agrees to waive the right to receive overtime for hours worked in excess of eight hours for the time that is to become compensatory.
c. No more than two and one-half (2-½) hours per week may be requested to become compensatory time.
d. Compensatory time shall be granted on a one hour for one hour basis. If the time takes the employee to over forty (40) hours in the work week, it will not be eligible for compensatory time.
e. The maximum accumulation of compensatory shall be fifteen (15) hours.
f. Compensatory time may only be used with the approval of the employee's supervisor.

B. 1. The work year for all employees will be from July 1 through June 30 of the following year, as scheduled by the Board. Employees required to work additional days beyond the number of contractual days in their assigned position shall be compensated at the rate in effect at the time of performance of the work.

2. Employees will have a work year consisting of 195 days.

C. The normal daily schedule shall be eight (8) hours on each of five (5) consecutive days in the normal work week. Employees may be hired to work Saturday or

Sunday as part of their normal work week. No employee who is employed as of April 30, 2015 will be required to work a Saturday or Sunday as part of the employee's regular schedule. Employees whose normal work week includes Saturday or Sunday shall receive twenty-five cents ($.25) per hour in addition to their regular hourly rate for all hours worked on Saturday or Sunday.

D. The regular work week shall consist of 40 hours with two fifteen minute breaks per day and a 30 minute unpaid lunch.

E. Overtime assignments shall be continuously rotated among the Head Security Monitors and Security Monitors. An exception to the rotation process may be made if a particular gender is needed in the performance of a specific overtime assignment. A list of individuals working overtime shall be maintained and will show the date of work offered and whether refused or accepted.

Such rotation of overtime shall not be necessary in those instances where the overtime assignment constitutes a continuation of the regular assignment of a particular employee. In those instances, the regular employee may continue on the job until its completion or until the employee is excused from the performance of that work.

Rotation of overtime will not apply in those instances where an employee is called out due to an emergency. There shall be no pyramiding of overtime.

ARTICLE X. JOB POSTINGS

A. Procedures to be followed for job postings of vacancies or new positions:

1. Determination of the existence of a vacancy or an opening:

a. A vacancy is any opening that occurs because of a resignation, retirement or other employment termination by an existing bargaining unit employee or as the result of the creation of a new bargaining unit position.

b. Upon the retirement, resignation or other employment termination of a bargaining unit member, the administration shall determine whether to fill, abolish or consolidate the duties of the position.

c. If the decision is to consolidate the responsibilities of the position with a position(s) currently being held by a bargaining unit member(s) or to not fill the position, no vacancy or opening will exist.

d. Within thirty (30) calendar days of the effective date of the retirement, resignation or other employment termination, the Union President shall be notified in writing of the decision to fill, abolish or consolidate the duties.

2. Postings:

a. When it has been determined a vacancy or opening exists, notice shall be posted on the District website and shall be sent by e-mail to each bargaining unit member.

b. The posting shall occur for fourteen (14) calendar days and shall be removed by midnight on the 14th day. If the posting is not filled, it may be re-posted.

c. Postings shall include either the job description or a link to the job description for the vacant or open position; the location where the duties are to be performed; and the classification for the position. If the position is temporary or a replacement for an employee on leave of absence, it shall be so noted on the posting.

d. The job description for any position shall be considered for update at the time of any posting, or upon the request of the Union.

e. Jobs for known summer projects or positions shall be posted prior to the end of the school year.

f. A hard copy of each posting shall be made available to the Union President during the summer break.

3. Filling posted positions:

a. Bargaining unit members interested in filling a posted position may apply any time prior to the expiration of the posting.

b. The application must be in writing and addressed to the Assistant Superintendent-Business and Operations.

c. Bargaining unit members applying for the vacancy or opening shall be given an interview.

d. Bargaining unit members shall be given an opportunity to fill any vacancy or opening prior to considering any outside applicants.

e. The goal is to fill any vacancy or opening within sixty (60) calendar days of the posting. The Union President or designee will be invited to participate on the interview panel for any Local 149 vacancies. There shall be written notice to the Union President prior to the expiration of the sixty (60) days if the position is unable to be timely filled, explaining the reason(s) for such delay.

f. Among the factors to be considered in filling any vacancy or opening may be evaluations, qualifications, seniority and skill.

4. Classification of newly created positions:

a. If the opening is a newly created position, prior to its posting, the job description and classification will be sent to the Union President.

b. If no reply is received within seven (7) calendar days, the classification shall be effective.

c. If the Union President responds, the Assistant Superintendent-Business and Operations and the Union President shall promptly meet and attempt to determine an appropriate classification for the job. If agreement cannot be reached, the job classification shall be determined by the Assistant Superintendent-Business and Operations.

B. Temporary Positions

A. When the District determines additional help is necessary on a temporary basis, temporary security personnel may be employed. The Assistant Superintendent-Business and Operations will provide the Local President with information about any temporary position, including the reasons for the temporary position and the anticipated duration of the temporary position. When a temporary worker is employed in the same bargaining unit position for a period in excess of six months, a new position will be deemed to have been created and it will be posted. If this new position is a temporary one, the Assistant Superintendent-Business and Operations may meet with the OAPSE President to discuss the feasibility of not posting the position and the District will not be required to post if the OAPSE President agrees.

B. Bargaining unit members will be given the opportunity to sign up on a list for additional work occurring outside of their normal work year. When temporary work or a special project occur for a period of time that falls outside of the regular work year for employees, bargaining unit members who have signed up for work outside of their normal work year will be given

the opportunity to perform such temporary work or special projects if the administration determines the employee is able to efficient perform the work. No such opportunity will be provided if the temporary work or special project falls within any portion of the bargaining unit member's regular work year.

ARTICLE XI. EMPLOYMENT

A. The first ninety (90) working days of employment shall be considered as the probationary period. By mutual agreement of the Union and the Board, the probationary period may be extended for up to an additional ninety (90) working days. During this period the probationary employee may be laid off or terminated at the discretion of the Board or their designated representative. All probationary employees shall be subject to a service fee, as defined in Article IV, paragraph G (4) of this Agreement, after completion of the probationary period at which point a representative of the union shall be entitled to speak with the employee for 30 minutes during the workday.

B. At the expiration of the probationary period, if retained, the employee shall receive a one year limited contract. The decision not to retain an employee at the end of the one year limited contract is not considered a disciplinary action under this Agreement. If retained at the expiration of the one year contract, the employee shall be employed on a continuing status.

C. Individuals who are hired pending the completion of a legally required pre-employment criminal background check shall remain on probationary status until such background check has been completed or for the period set forth in Article XI, paragraph A, whichever is greater.

ARTICLE XII. LAYOFF AND RECALL

A. If it becomes necessary to reduce the number of employees in a job classification due to the abolishment of positions, lack of work, building closures, financial reasons or return of an employee from a leave of absence, the Board may make such reductions through the layoff procedure set forth herein.

B. The following guidelines for layoff shall apply:

1. Attrition

The number of persons affected by a layoff will be kept to a minimum by not employing replacements, insofar as practicable, for employees who retire, resign, or otherwise vacate a position.

2. Layoff

In any layoff, seniority in the affected classification shall prevail. Reduction not achieved by attrition shall be accomplished first by laying off new employees in the initial probationary status in the job classification affected. Additional reductions shall begin with the employees with the least system seniority in the job classification affected.

3. Bumping

An employee laid off from his or her job classification may, if qualified and if holding greater seniority, bump the least senior employee in any lower rated job classification within the employee's job classification series. Any employee exercising bumping rights shall be placed on the job classification salary schedule in accordance with the employee's service in that job classification series. The employee shall have five (5) working days to exercise bumping rights after notification of layoff.

If an employee is unable to exercise bumping rights within his/her classification series, then such employee has the right to bump the least senior employee in the job classification he/she most recently successfully held.

4. For purposes of this Article only, seniority shall be defined as total years of service in a security position.

C. The job classifications are listed below from highest classification to the lowest, as follows:

1. Head Security Monitor I (High School-day)
2. Head Security Monitor II (Middle School-day; District-night)
3. Security Monitor
4. Security Aide

D. Employees shall retain rights of recall for twelve (12) months from the date of layoff. Recall rights may be extended for an additional twelve (12) months if the laid off employee notifies the Board of his or her desire to extend recall rights between sixty (60) and thirty (30) calendar days prior to the expiration of the first recall period. The employee must be notified at least sixty (60) calendar days in advance of the scheduled expiration of the first twelve (12) month recall period and advised of the option to extend recall rights. Failure by the Board to provide such notification shall automatically extend recall rights for the additional twelve (12) months. Employees shall be recalled from layoff in reverse order of the layoff. Notices of recall shall be sent by certified mail or registered mail to the employee's last known address as shown in Board records. The recall notice shall state the time, date and place at which the employee is to report back to work.

A recalled employee shall be given at least seven (7) calendar days' notice to report to work. Failure to report within the required time shall terminate any recall rights.

ARTICLE XIII. SICK LEAVE

A. Sick leave with pay shall be earned, paid for and used by employees in accordance with the provisions of Section 3319.141, Ohio Revised Code. In accordance with the provisions of that section, employees will be permitted to accumulate sick leave with pay, at the rate of fifteen (15) days per year to an unlimited accumulation.

Family Illness - Absence due to illness in the family is interpreted to include father, mother, step-parent, spouse, qualified domestic partner, child, step-child or member of the immediate household and is deducted from sick leave. An affidavit may be required to support the claim that it is necessary for an employee to be away from his/her assignment due to family illness.

B. Bereavement - The regulations as outlined in 3319.141 Ohio Revised Code shall govern bereavement leave.

Family Death - Absence due to death in the immediate family is interpreted to include parent, step-parent, parent-in-law, daughter-in-law, son-in-law, grandparent, grandchild, brother, sister, child, step-child, spouse, qualified domestic partner, niece, nephew, brother-in-law, sister-in-law, aunt, uncle or a member of the immediate household and is deducted from sick leave.

Any employee who does not have at least three (3) days of sick leave accumulation for bereavement leave under this Section shall be entitled up to three (3) days off without loss of pay for bereavement leave due to death in the immediate family.

A qualified domestic partner is defined as the sole domestic partner, not related by blood, who live together in the same residence and intend to do so indefinitely. These individuals are engaged in a committed relationship of mutual caring and support and are jointly responsible for each other's common welfare and expenses. Proof of interdependence includes at least three of the following: (1) common ownership of a vehicle; (2) common ownership of real property; (3) drivers' licenses with common address; (4) proof of joint bank accounts or credit accounts; (5) designated primary beneficiary; and (6) assignment of durable power of attorney or living will.

ARTICLE XIV. PERSONAL LEAVE

Personal leave of absence with pay, not to exceed three days per work year shall be provided. Personal leave must be approved in writing by the immediate supervisor. Such approval shall be obtained in advance except in case of emergency. 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 intended to cover emergency or other business that cannot be performed at any other time. Personal leave is non-

cumulative. Requests for personal leave on the day immediately preceding or following a school holiday period will not be approved, except under very unusual circumstances. Personal leave can be granted only when no compensation is received by the employee during time of such leave from other than school funds. When personal leave is requested because of personal business which cannot be performed at any other time, the employee need not describe nor reveal the nature of such business but need only state, in making the request, that the leave is necessary to attend to personal business which cannot be performed at any other time. Unused personal leave at the end of the school year shall be converted to sick leave at the rate of one day of sick leave for each day of unused personal leave and then added to the employee's sick leave accumulation. Personal leave may be used in quarter day increments. Absence for any reason for less than one-quarter day may be handled by the supervising administrator.

OAPSE Local 152 officers pledge their support in obtaining compliance to the spirit and intent of this provision.

B. Personal leave for newly hired employees during a contract year will be prorated as follows:

Date of Hire	Personal Leave Days
July 1st through October 31st	3
November 1st through February 28th	2
March 1st through June 30th	1

C. Personal leave knowingly taken in violation of this section will be considered as insubordination and may result in disciplinary action which may include dismissal.

ARTICLE XV. SCHOOL CLOSURE DAYS

The closing of school pursuant to action of the Superintendent taken in accordance with Section 3319.081 (G) shall not automatically excuse employees from work. All employees will be expected to report to work, unless they are directed otherwise, in the event school is called off for students and will receive their regular rate of pay for hours worked. In the event employees are directed to not report to work should school be called off for students, the employees shall be paid for all regular hours of work lost. In those instances when only essential Local 152 employees are required to report to work, those essential employees shall have the option of receiving compensatory time off or additional straight time pay equal to the number of regular hours required to be worked during the school closure day.

ARTICLE XVI. JURY DUTY

Employees called to serve on juries will serve without loss of pay, except that the employee must pay any jury pay received to the Board. This absence will not be deducted from sick leave, vacation or personal leave.

ARTICLE XVII. COURT APPEARANCE

Employees who are subpoenaed to appear in court or before a governmental agency as a witness solely because of the performance of their employment duties in the School District will be provided full compensation. Witness fees received must be paid to the Board.

ARTICLE XVIII. HOLIDAYS

All of the following days shall be granted as paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Rosh Hoshanah
President's Day	Yom Kippur
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
	Christmas Day

Rosh Hoshanah and Yom Kippur will not be paid holidays when they fall on a Saturday or Sunday.

All regular employees, whether working in a full-time or permanent part-time position, are entitled to the above paid holidays which fall between the beginning and the end of each individual's work year, provided each such employee accrued earnings on his/her next preceding and next following scheduled work days before and after such holiday, or was properly excused with pay on either or both of these days.

If any such holidays fall within a period of absence for which no salary or wage is allowed, then no salary or wage will be allowed for the holiday.

If any employee works on any such holiday as listed above, refer to "Hours of Work and Overtime," Article IX.

ARTICLE XIX. RETIREMENT SEVERANCE PAY

Any employee who works regularly each week on a permanent part-time basis or on a full-time basis and who has ten or more years of service with the Shaker Heights Board of Education, may elect at the time of his/her retirement from active service (retirement from active service shall mean actual retirement under one of Ohio's public employee retirement systems or eligibility for retirement under such retirement systems with retirement from the Shaker schools and election to withdraw retirement funds in a lump sum payment) to receive severance pay in an amount equal to:

One-fourth (1/4) of his/her unused accumulation at the per diem rate of said employee's basic contract salary in effect at the time of the last day of employment in Shaker Heights. Supplemental contracts, extended service, overtime or any other compensation will not be included in the calculation.

As used herein, the word "retirement" means "permanent retirement" with regard to age and years of service as defined by the Ohio State Retirement Systems.

Payment of severance pay hereunder shall be made only upon fulfillment of the following conditions:

A. The employee is expected to sign an affidavit regarding retirement and severance pay. The form for this purpose will be made available by the Personnel Office.

B. The former employee is expected to present satisfactory evidence to the Treasurer that his/her retirement is in effect. Following receipt of this evidence, to the extent provided for under Section 3.4 of the Shaker Heights City School District Section 403(b) Plan (the OAPSE Local 152 Severance Pay Deferral Plan"), as amended, a retiring employee's Severance pay shall be paid directly into a Section 403(b) annuity (a "Designated Contract"). If a retiring employee's severance pay is not payable under the OAPSE Local 152 Severance Pay Deferral plan, the retiring employee may elect to defer all or a portion of the severance pay, in accordance with terms of applicable federal income tax law, and terms of Shaker Heights City School District Section 403(b) Plan and any Section 457(b) plan of the School District.

C. Upon payment of the severance pay to the employee, all of his/her accumulated sick leave credit shall be cancelled.

D. Any exception beyond the above must be recommended by the Superintendent and approved by the Board.

ARTICLE XX. GROUP INSURANCE

A. The Board has the right to select carrier or self-insure health care coverage, with a PPO that includes the following coverage:

1. The Board will provide medical coverage with a $250 deductible per family member to a maximum of $500 deductible per family and a 90%/10% copayment with a maximum out of pocket of $500 for single coverage and $1000 for family coverage when in network and with a $500 deductible per family member to a maximum of $1000 per family and 70%/30% copayment with a maximum out of pocket of $1000 for single coverage and $2000 for family coverage when out of network. The coverage shall have an unlimited lifetime limit. There will be an office visit co-pay of $20 and an emergency room co-pay of $100;

2. Prior to solicitation of bids for possible change of carrier, OAPSE will be notified and given an opportunity to discuss standard and bid specifications, as well as the financial strength and capabilities of carriers given the opportunity to bid;

3. The Board will not initiate any change in carrier more than once per calendar year.

The Board will provide coverage through an HMO, with the addition of a $20 per office visit user payment, as an HMO and, if it chooses, may add any additional HMO or PPO. This benefit will only be available to those employees who have selected the HMO coverage as their health care option as of July 1, 2011.

Employees will contribute 12% of monthly funding rate for individual or family coverage. The Board will notify the Union of any funding rate adjustment within two weeks after the Board determines any funding rate adjustment. The Board will provide the Union with the actuarial report regarding any funding rate adjustments.

B. Prescription Drug

Prescription drug coverage, including oral contraceptives, with a Seven Dollar ($7.00) co-pay feature for generic drugs and Twenty-Five Dollar ($25.00) co-pay for legend or name brand drugs will be provided for all employees by the Board at Board expense. Mail orders will have a $17.50 co-pay for generic and $62.50 co-pay for legend or name brand. Retail drugs will be limited to a 30 day supply and mail order to a 90 day supply.

Employees will contribute 12% of monthly funding rate for individual or family coverage. The Board will notify the Union of any funding rate adjustment within two weeks after the Board determines any funding rate adjustment. The Board will provide the Union with the actuarial report regarding any funding rate adjustments. The out of pocket maximum for prescription drugs will be in accordance with the allowable maximum under the Affordable Care Act.

Effective October 1, 2015, prescription drug coverage, including oral contraceptives, with a Seven Dollar ($7.00) co-pay feature for generic drugs, a Twenty-Five Dollar ($25.00) co-pay for

preferred name brand drugs, and Fifty Dollar ($50.00) co-pay for non-preferred drugs will be provided for all employees by the Board at Board expense. Mail orders will have $17.50 co-pay for generic, a $62.50 co-pay for preferred name brand, and a $125.00 co-pay for non-preferred drugs. Retail drugs will be limited to a 30-day supply and mail order to a 90 day supply.

Also effective October 1, 2015, determinations regarding whether a drug falls within the classification of generic, preferred name brand, non-preferred or excluded will be according to the Pharmacy Benefits Manager's (PBM) preferred drug formulary. Compound medications are covered by the plan if determined to be medically necessary. Specialty drugs will be dispensed via the PBM's Exclusive Specialty Pharmacy.

C. Life Insurance

Term life insurance coverage will be provided at Board expense as follows:

Full-time employees will receive a $40,000 policy with dismemberment coverage and double indemnity death benefit in the event of accidental death.

Permanent part-time employees will receive a $40,000 policy with dismemberment coverage and double indemnity death benefit in the event of accidental death, but the Board will pay only the percent of premiums which corresponds to the employee's regular work assignment. The employee will pay the remaining premium through payroll deduction.

Enrollment in the life insurance program is the responsibility of each employee interested in receiving life insurance coverage. Such employees must submit a completed enrollment form to the payroll clerk in order to enroll in the life insurance program.

D. Dental Plan

U.C.R. Coverage

Calendar Year Maximum	Co-Insurance Features			Deductibles Applied				
	Preventive	General	Restorative	Orthodontia	Preventive	General	Restorative	Orthodontia
$1,500	100% pd. by carrier 0% by employee	85% pd. by carrier 15% by employee	80% pd. by carrier 20% by employee	50% pd. by carrier 50% by employee	None	None	$50.	$50.

Note: There is a $1,500 lifetime limit per person for orthodontia coverage.

The Board may offer a dental network option, providing employees the option to choose network or non-network providers.

Employees will contribute 12% of monthly funding rate for individual or family coverage. The Board will notify the Union of any funding rate adjustment within two weeks after the Board

determines any funding rate adjustment. The Board will provide the Union with the actuarial report regarding any funding rate adjustments.

E. Premium Payments

If an employee with at least three years of service in the employ of the Shaker Heights Board of Education should exhaust his/her sick leave within the time specifications of this contract and is granted a leave of absence by the Board, the Board shall continue to pay its share of premiums in accordance with his/her work assignment for the following fringe benefits for a period not to exceed twelve (12) months. The payment of such premiums will cease on the effective date an employee retires, resigns, goes on disability retirement or his/her contract is terminated.

1. PPO or HMO medical coverage
2. Prescription drug coverage
3. Life Insurance
4. Dental coverage

F. Part-Time Prorate

Permanent part-time employees will have the same coverage as full-time employees but at cost prorated in accordance with work assignment.

G. Spousal Employment

If husband and wife are both employed by the Board, they may enroll in either the same family plan or two single plans for each medical insurance coverage listed above.

H. 125 Plan

The Board will maintain a Section 125 plan for premiums only and effective by the implementation for the health insurance plan changes, the District will convert to a flexible account that includes eligible medical expenses and dependent care expenses with participating employees paying whatever the administrative charge is to run the 125 Plan.

I. Spousal Coverage

If an employee's spouse is eligible to participate, as a current employee or in their current enterprise or retiree, in group health insurance and/or prescription drug insurance sponsored by his/her employer, enterprise or any public or private retirement plan, the spouse must enroll in such group insurance coverage.

The requirement does not apply to any spouse who works less than 30 hours per week and is required to pay more than 50% of the single premium to participate in the employer's group health insurance coverage and/or prescription drug insurance coverage.

Upon the spouse's enrollment in such group insurance coverage, that coverage will become the primary payor of benefits and the coverage sponsored by the Board will become the secondary payor of benefits except when contrary to law.

Any spouse who fails to enroll in any group insurance coverage sponsored by the spouse's employer, enterprise or any public or private retirement plan, as required by this Agreement, shall be ineligible for benefits under the group insurance coverage sponsored by the Board.

Every employee whose spouse participates in the Board's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer, enterprise or public or private retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all health and prescription drug insurance coverage sponsored by the Board. Additional documentation may be required.

An employee who submits false information or fails to timely advise the Board of a change in the spouse's eligibility for employer, enterprise or retirement plan sponsored group health insurance and prescription drug insurance and such false information, or such failure results in the Board providing benefits to which the spouse is not entitled, the employee will be personally liable to the Board for reimbursement of benefits and expenses incurred by the Board. Any amount to be reimbursed by the employee may be by direct payment by the employee or, if not, shall be deducted through payroll deduction.

For those employees who are currently enrolled in the Kaiser plan and their spouse's employer, enterprise or retirement plan does not include a Kaiser option, the spouse is not required to enroll in his/her employer, enterprise or retirement plan but may pay to the Shaker Schools an amount equal to the required % or dollar amount for single coverage in the employer, enterprise or retirement plan, in addition to any contractual amounts the employee is required to pay.

For those employees who are not currently enrolled in the Kaiser plan, but their spouse's employer, enterprise or retirement plan only includes a Kaiser option, the spouse is not required to enroll in his/her employer, enterprise or retirement plan but may pay to the Shaker Schools an amount equal to the required % or dollar amount for single coverage in the employer, enterprise or retirement plan, in addition to any contractual amounts the employee is required to pay.

ARTICLE XXI. WAGES AND INDEX

A. Employees shall be compensated at the hourly rate shown in Paragraphs B according to their step based upon the length of contract.

B. WAGE SCHEDULE

SHAKER HEIGHTS CITY SCHOOL DISTRICT
Security Salary Schedule
Effective July 1, 2015

2.00%

Step	SECURITY AIDE	SECURITY MONITOR	HEAD SECURITY MONITOR II (Middle School-day; District-night)	HEAD SECURITY MONITOR I (High School-day)
Year 1	**$13.41**	**$16.76**	**$18.99**	**$20.26**
	1.0000	1.0000	1.0000	1.0000
Year 2	**$13.41**	**$16.76**	**$18.99**	**$20.26**
	1.0000	1.0000	1.0000	1.0000
Year 3	**$14.30**	**$17.88**	**$20.26**	**$21.61**
	1.0667	1.0667	1.0667	1.0667
Year 4	**$14.30**	**$17.88**	**$20.26**	**$21.61**
	1.0667	1.0667	1.0667	1.0667
Year 5	**$14.30**	**$17.88**	**$20.26**	**$21.61**
	1.0667	1.0667	1.0667	1.0667
Year 6	**$15.20**	**$18.99**	**$21.53**	**$22.96**
	1.1333	1.1333	1.1333	1.1333
Year 7	**$15.20**	**$18.99**	**$21.53**	**$22.96**
	1.1333	1.1333	1.1333	1.1333
Year 8	**$15.20**	**$18.99**	**$21.53**	**$22.96**
	1.1333	1.1333	1.1333	1.1333
Year 9	**$15.20**	**$18.99**	**$21.53**	**$22.96**
	1.1333	1.1333	1.1333	1.1333
Year 10+	**$16.09**	**$20.11**	**$22.79**	**$24.31**
	1.2000	1.2000	1.2000	1.2000

SHAKER HEIGHTS CITY SCHOOL DISTRICT
Security Salary Schedule
Effective July 1, 2016

2.00%

Step	SECURITY AIDE	SECURITY MONITOR	HEAD SECURITY MONITOR II (Middle School-day; District-night)	HEAD SECURITY MONITOR I (High School-day)
Year 1	**$13.68**	**$17.10**	**$19.38**	**$20.67**
	1.0000	1.0000	1.0000	1.0000
Year 2	**$13.68**	**$17.10**	**$19.38**	**$20.67**
	1.0000	1.0000	1.0000	1.0000
Year 3	**$14.59**	**$18.24**	**$20.67**	**$22.05**
	1.0667	1.0667	1.0667	1.0667
Year 4	**$14.59**	**$18.24**	**$20.67**	**$22.05**
	1.0667	1.0667	1.0667	1.0667
Year 5	**$14.59**	**$18.24**	**$20.67**	**$22.05**
	1.0667	1.0667	1.0667	1.0667
Year 6	**$15.50**	**$19.38**	**$21.96**	**$23.43**
	1.1333	1.1333	1.1333	1.1333
Year 7	**$15.50**	**$19.38**	**$21.96**	**$23.43**
	1.1333	1.1333	1.1333	1.1333
Year 8	**$15.50**	**$19.38**	**$21.96**	**$23.43**
	1.1333	1.1333	1.1333	1.1333
Year 9	**$15.50**	**$19.38**	**$21.96**	**$23.43**
	1.1333	1.1333	1.1333	1.1333
Year 10+	**$16.42**	**$20.52**	**$23.25**	**$24.81**
	1.2000	1.2000	1.2000	1.2000

SHAKER HEIGHTS CITY SCHOOL DISTRICT
Security Salary Schedule
Effective July 1, 2017

2.00%

Step	SECURITY AIDE	SECURITY MONITOR	HEAD SECURITY MONITOR II (Middle School-day; District-night)	HEAD SECURITY MONITOR I (High School-day)
Year 1	**$13.95**	**$17.44**	**$19.76**	**$21.08**
	1.0000	1.0000	1.0000	1.0000
Year 2	**$13.95**	**$17.44**	**$19.76**	**$21.08**
	1.0000	1.0000	1.0000	1.0000
Year 3	**$14.88**	**$18.60**	**$21.08**	**$22.49**
	1.0667	1.0667	1.0667	1.0667
Year 4	**$14.88**	**$18.60**	**$21.08**	**$22.49**
	1.0667	1.0667	1.0667	1.0667
Year 5	**$14.88**	**$18.60**	**$21.08**	**$22.49**
	1.0667	1.0667	1.0667	1.0667
Year 6	**$15.81**	**$19.76**	**$22.40**	**$23.89**
	1.1333	1.1333	1.1333	1.1333
Year 7	**$15.81**	**$19.76**	**$22.40**	**$23.89**
	1.1333	1.1333	1.1333	1.1333
Year 8	**$15.81**	**$19.76**	**$22.40**	**$23.89**
	1.1333	1.1333	1.1333	1.1333
Year 9	**$15.81**	**$19.76**	**$22.40**	**$23.89**
	1.1333	1.1333	1.1333	1.1333
Year 10+	**$16.74**	**$20.93**	**$23.72**	**$25.30**
	1.2000	1.2000	1.2000	1.2000

C. Employees who successfully complete fifty (50) hours of pre-approved professional development shall have his/her pay rate increased by $.25 per hour to a maximum of $1.00 per hour. The pre-approval shall be by the Assistant Superintendent-Business and Operations.

D. Any employee promoted to another position will be placed at the employee's current Step of the Salary Schedule in the new column.

ARTICLE XXII. SERS PICK-UP

A. For purposes of this Article, total annual salary and salary per pay period for each 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, 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.

B. The Board shall fulfill its income tax reporting and withholding responsibilities for each employee in such manner as is required by applicable federal, state and local laws and regulations as they may exist at the time of such reporting and withholding, it being the Board's understanding that federal and Ohio income tax laws and regulations presently require it to report as an employee's gross income his/her total annual salary less the amount of the pick-up while applicable municipal income tax laws require it to report as an employee's gross income his/her total annual salary including the amount of the pick-up.

C. The pickup shall be included in the member's hourly rate for the purpose of computing hourly rate, overtime rate, for determining pay adjustments to be made due to absence, or for any other similar purpose.

D. 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.

ARTICLE XXIII. EXPERIENCE AND INCREMENT CREDIT

New employees will receive increments based on the following:

First Date of Employment	Increment
Before January 1st	Full
January 1st and after	None

ARTICLE XXIV. PROFESSIONAL DEVELOPMENT

A. The Board and Union shall have a joint committee responsible for establishing recommendations for professional development procedures and guidelines.

B. Bargaining unit members will have input into any revisions to the Handbook.

ARTICLE XXV. TUITION FUND AND TUITION REIMBURSEMENT

The Board shall budget a special fund of $2500 per fiscal year for the purpose of assisting those bargaining unit member who take college courses as part of a degree program or for such other course or program approved by the Assistant Superintendent-Business and Operations. The Board shall reimburse tuition cost up to $125 per semester hour or the equivalent. To be eligible for reimbursement, employees must receive advance approval from the Assistant Superintendent-Business and Operations and must receive a grade of "C" or better in the course. Reimbursement will be made no later than July 15 of the next fiscal year. If there are more applicants than the special fund for the fiscal year will support, the total amount will be prorated among all eligible applicants.

ARTICLE XXVI. LEAVE OF ABSENCE

A. Leave of Absence

Upon the written request of a bargaining unit member, the Board shall grant an unpaid leave of absence for a period of not more than two consecutive school years where illness or other disability is the reason for the request. An employee who fails to return to work at the conclusion of the granted leave shall be considered terminated.

B. Caregiver Leave

An employee who is pregnant, whose spouse or qualified domestic partner is pregnant, who is adopting a child, or who is responsible for care of a family member, may request and shall be granted a caregiver leave of absence without pay or benefits on the conditions set forth below:

1. A request for caregiver leave should be made sixty (60) calendar days prior to the anticipated commencement of the leave.

2. A meeting with the Assistant Superintendent-Business and Operations will be arranged to discuss a mutually convenient separation date as well as the anticipated date of return to full-time employment.

3. The leave of absence shall be granted for up to one year. Upon sixty (60) calendar days' notice to the Board, up to an additional one (1) year leave will be granted.

4. No more than one spouse or qualified domestic partner employed by the District shall be entitled to a caregiver leave concurrently.

5. Failure of an employee on leave of absence to return a signed letter of intent to return to employment at least thirty (30) calendar days prior to the expiration of the leave shall be treated as a voluntary resignation.

6. Upon return, the employee shall be entitled to a position similar to that which was held prior to the leave, and at the employee's former salary and step.

7. Family member is defined as: spouse, qualified domestic partner, child, step-child, parent, step-parent, sibling, parent-in-law, grandparent or member of the immediate household.

C. Physical Injury Leave

1. An employee who has been physically assaulted in connection with the performance of an assignment of the Board, shall notify his/her appropriate supervisor immediately and shall provide a written report of the incident within twenty-four (24) hours.

2. The employee shall be provided up to a maximum of sixty (60) work days per year as assault leave for physical injury as a result of an assault as described in paragraph 1 above.

3. The employee shall not qualify for assault leave except upon submission of an application on a form to be furnished by the Board.

4. The employee shall furnish a certificate from his/her physician stating the nature of the disability and its expected duration.

5. If an employee absence resulting from an assault is covered by workers' compensation, the Board shall provide the additional compensation necessary to provide the employee with the same income received at the time of the assault. In the event a delayed award by workers' compensation

results in a total combined payment in an amount exceeding the employee's normal daily rate, the excess payment will be returned to the Board.

ARTICLE XXVII. FAMILY AND MEDICAL LEAVES OF ABSENCE

Employees shall have rights provided by the Family and Medical Leave Act ("FMLA"). Under FMLA, a unit member who has worked at least 1250 hours in the twelve month period preceding the commencement of the leave is entitled to take up to twelve (12) weeks of unpaid leave between July 1 and June 30 of each year because of the birth of a child; the placement of an adoption or foster care child with the employee; for the care of a spouse, child, step-child, parent, or step-parent who has a serious health condition; or because of a personal serious health condition. During such leave, the unit member is entitled to the continuation of health benefits with the same level of Board contribution as otherwise exists. Leave taken pursuant to other provisions of this contract shall count toward the twelve (12) week FMLA entitlement. Thus, if the purpose of a leave qualifies for sick leave, the employee shall take sick leave; if the purpose of the leave qualifies for child care leave, then the employee shall take child care leave under this contract, provided that benefits for the first twelve (12) weeks of the child care leave shall be paid by the Board to the extent the Board otherwise would pay for such benefits. The time off on sick leave or child care leave shall count toward the employee's twelve (12) week FMLA entitlement; that is, the employee shall not be entitled to an additional twelve weeks of FMLA leave after exhausting sick leave or child care leave. The unit member may request or the Board or administration shall designate leave as FMLA leave within 48 hours of the commencement of the leave if the leave is to be counted toward the twelve (12) week FMLA entitlement.

ARTICLE XXVIII. HEALTH AND SAFETY

A. The Union and the Board recognize the need to maintain safe conditions throughout the School District. Employees have the responsibility to submit written statements advising their immediate supervisor(s) and the Union President of any perceived unsafe working condition(s).

B. The Superintendent or the Union President may request a meeting to deal with bargaining unit health and safety issues. Such meeting shall be held within five (5) work days after the request.

C. The parties desire to first deal with safety complaints internally to attempt to correct any perceived unsafe working conditions. Accordingly, both the Union and the Board encourage bargaining unit members to follow the steps in Paragraph A above prior to filing any complaint with the Ohio Department of Industrial Relations.

D. Before exercising the right to refuse to work under Section 4167.06 of the Ohio Revised Code because of a condition which the employee acting in good faith reasonably believes presents an imminent danger of death or serious harm to the employee, the bargaining unit member

shall immediately notify his/her immediate supervisor or building principal of the condition. The employee may be temporarily reassigned while the condition is being investigated and/or corrected.

E. No bargaining unit member shall be in any way discriminated against as a result of reporting any condition perceived to be an unsafe working condition. An employee who wishes to assert a claim of discrimination as defined in Chapter 4167 of the Ohio Revised Code shall use the grievance procedure in this contract as the means for asserting such a claim.

ARTICLE XXIX. JOB DESCRIPTIONS

The Union shall be furnished with a job descriptions. Whenever job descriptions are updated or altered, the OAPSE President or representative shall be notified of such changes and the effective dates. The OAPSE President or representative will have the opportunity to discuss revisions to job classification descriptions prior to those revisions taking effect. The job description shall be on file in the Human Resources office and available on request.

ARTICLE XXX. INVOLUNTARY TRANSFERS

Should an employee be involuntarily transferred or reassigned on a permanent basis, the Assistant Superintendent-Business and Operations shall meet with the employee and the Union to discuss the reasons for the transfer or reassignment and to consider any unreasonable hardships that may be incurred as a result of the transfer or reassignment prior to its implementation. No loss of pay or hours shall result from any such transfer or reassignment.

ARTICLE XXXI. LABOR/MANAGEMENT COMMITTEE

There shall be a Labor/Management Committee established to meet quarterly, if needed, to discuss matters other than individual grievances. Proposed agenda items must be exchanged at least three (3) work days prior to any scheduled meeting. No more than two (2) representatives each from the local union and Board shall be permitted to attend unless otherwise mutually agreed by the parties.

ARTICLE XXXII. SAVINGS CLAUSE

Except to the extent permitted by Section 4117.10 of the Ohio Revised Code, any provision of this Agreement which is contrary to the laws of the United States or the State of Ohio or contrary to the Constitution of the United States or the State of Ohio shall be considered null and void, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXXIII. ENTIRE AGREEMENT

To the extent permissible by law, it is the intent of the parties that the terms of this collective bargaining agreement supersede and prevail over all provisions of the civil service laws and all conflicting provisions of the Ohio Revised Code. This Agreement represents a completion of negotiations on all bargainable issues for the duration of the Agreement.

ARTICLE XXXIV. DURATION

Except as otherwise expressly provided herein, this Agreement shall be effective from July 1, 2015, and shall remain in full force and effect through midnight, June 30, 2018.

Signed this 13th day of May, 2015 in Shaker Heights, Ohio.

For: Ohio Association of Public School Employees, Local #152

Albert Jackson – OAPSE Representative

William H. Schmoldt - President

Michael Bush – Vice President

Marla Smithson - Treasurer

Sam Piro

For: Shaker Heights City School District Board of Education

William L. Clawson II, Board President

Dr. Gregory C. Hutchings, Jr., Superintendent

Bryan C. Christman, Treasurer

Stephen M. Wilkins, Assistant Superintendent-Business and Operations

Victor R. Ferrell, Supervisor - Security

Sara Chengelis – Asst. Principal – High School