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# **AGREEMENT**

between the

**Cleveland Heights–University Heights**

**Board of Education**

and the

**Ohio Association of Public School Employees**

**Local #617**

**Effective  
June 1, 2008**

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

*Deborah Delisle, Superintendent of Schools*

**THE BOARD OF EDUCATION**

Michael Ciccerio  
Kal Zucker  
Eric Coble  
Nancy Pepler  
Ron Register

President  
Vice President

**O.A.P.S.E. LOCAL #617**

**OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES**

**THE NEGOTIATING TEAMS**

**For the Board of Education:**

Paul Gnatowski  
Joan Hill  
Patricia A. Horton  
George Petkac  
Steven Shergalis  
Diane Millett

Assistant Treasurer  
Supervisor of Transportation  
Assistant Director of Human Resources  
Assistant Director of Business Services  
Director of Business Services  
Board Attorney

**For O.A.P.S.E. Local #617:**

Frank Weglarz  
Kelvin Robinson  
John Foreman  
Joyce Harris  
Gloria Matthews  
Susan Cahen

President  
Vice President  
Head Custodian  
School Bus Driver  
School Bus Driver  
OAPSE Field Representative

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## **PREAMBLE**

**WHEREAS**, the parties do understand that the Board is charged by law with the duty and responsibility of operating a public school system within their district and in carrying out those duties and responsibilities in employing school employees in its operation. The terms and conditions of employment of school employees and Board regulations and rules affecting the employment of school employees are matters of mutual concern to the Board and the Union. It is the intent and purpose of this Agreement to assure sound and mutually beneficial employment relations between the parties hereto; and to attempt to provide an orderly and peaceful means of conducting negotiations.

### 1.0 **RECOGNITION**

1.01 The Cleveland Heights-University Heights Board of Education (hereinafter referred to as the "Employer") recognizes the Ohio Association of Public School Employees affiliated with AFSCME/AFL-CIO and its Local #617 (hereinafter called "OAPSE"), as the exclusive bargaining representative for all classified employees including full time and regular short hour employees, employed in the following classifications:

- |                   |                |
|-------------------|----------------|
| 1. CUSTODIAL      | 3. MAINTENANCE |
| 2. TRANSPORTATION | 4. OPERATIONS  |

1.02 Employees in Supervisory positions and those in the unit represented by OAPSE Local #102 are excluded from the bargaining unit.

1.03 The recognition shall be June 1, 2008 until midnight June 30, 2011, and shall continue uninterrupted unless and until a new bargaining agent is certified or the Union is decertified pursuant to the provisions of Chapter 4117 of the Ohio Revised Code.

### 2.0 **UNION RIGHTS**

2.01 The President of OAPSE shall have the following rights in addition to the rights contained in any other portion of this Agreement:

2.02 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.

2.03 The Board shall provide the OAPSE Local President and Treasurer with information affecting the employment status of any employee in the bargaining unit such as termination, employment, reclassification and building assignments.

2.04 The right to receive timely notice of all:

- |    |              |
|----|--------------|
| a. | Hires        |
| b. | Transfers    |
| c. | Resignations |

d. Promotions and Demotions

3.0 **NON-DISCRIMINATION**

3.01 **Discrimination Prohibited.** - No employee in the bargaining unit shall be unlawfully discriminated against because of race, color, national origin, religion, age, sex or disability.

3.02 **No Discrimination on Account of OAPSE Activity.** - 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.

4.0 **NEGOTIATION PROCEDURE**

- 4.01 **Negotiating Meetings.** Negotiating meetings shall be scheduled so as not to interfere with normal school schedules. Release time will be granted for meetings scheduled during work hours for all negotiating members.
- 4.02 **Submission of Issues.** An agenda of basic issues proposed for the negotiations shall be submitted not earlier than three and one-half (3-1/2) months prior to the termination date of any agreement in force, in writing by the Union to the Superintendent, or his/her designated representative, or by the Superintendent to the President of the Union, or his/her designated representative.
- 4.03 **Rights of Individuals.** Individuals shall be given the opportunity to express their views to the Board at any scheduled meeting by the Board in accordance with Board policy, provided that negotiations shall be conducted only with the Union.
- 4.04 **Negotiating Teams.** The Board and the Union shall be represented at all negotiation meetings by a team of negotiators not to exceed four (4), no less than three (3) members each. Neither party in any negotiations shall have any control over the selection of the negotiation or bargaining representatives of the other party. While no final agreement shall be executed without ratification by the Union and the Board, the parties mutually pledge that their representatives will be clothed with 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.
- 4.05 **Negotiating Meetings.** Upon receipt of a written request for a meeting, either party will have five (5) days to reply to the request. Within ten (10) days after receipt of the reply, 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 and one half (3-1/2) months prior to the termination date of any existing agreement.
- 4.06 All days referred to herein shall be construed as school days so designated in the calendar adopted by the Board of Education.
- 4.07 Once the meeting date, time and place have been established by both parties, the following procedure will be used:
- 4.08 **Negotiation Meetings.** In the first meeting, the Union and the Board will exchange their written proposals and give an explanation. The second meeting will be scheduled to give each party sufficient time, however, not to exceed a reasonable time from the previous meeting, to return with its proposals, its counterproposals, and its rejection of proposals and to render an explanation of these. Subsequent meetings will be used to negotiate the proposals until a tentative agreement is reached. The scheduling of these meetings also will be determined through mutual consideration, however, not to exceed a reasonable time from the previous meeting. Except where mutually agreed upon, additional items shall not be submitted after the third meeting.
- 4.09 Each team shall bargain in good faith, and no meeting shall end expiring agreement without the scheduling of the next meeting.

- 4.10 Each meeting will be held in executive session. All provisions of the expiring agreement which are not specifically altered, modified, changed or deleted shall be a part of the successor agreement.
- 4.11 **Caucus.** Upon the request of either party, the negotiation meeting shall be recessed to permit the requesting party a reasonable period mutually agreed upon to caucus.
- 4.12 **Exchange of Information.** Copies of any and all public records deemed to be relevant to negotiations, or reasonably necessary for the proper enforcement of the terms of these policies, shall be made available by the Board to OAPSE upon its request. Requests for such records shall be directed to the Superintendent or the Treasurer/CFO and they or administrative personnel designated by them shall be responsible for the furnishing of such records. The Board and the Union will incur no special expense in providing such information to the other party.
- 4.13 **Consultants.** Either team may call upon a competent professional during negotiation sessions.
- 4.14 Each team is privileged to call upon consultants or those resource people necessary to present its case. No more than one consultant may be permitted to address the negotiators at one time.
- 4.15 **Progress Reports.** The Union retains the right to issue general reports to its membership on the progress of negotiations.
- 4.16 **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 ninety (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.
- 4.17 **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. The mediator shall serve fifteen (15) days unless mutually extended by 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 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.

5.0 **RESPONSIBILITIES OF THE EMPLOYEES**

5.01 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. All Board policies will be provided to the President of OAPSE.

5.02 The Board and 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 Board of Education support the development of mutually agreed upon committees to address issues pertaining to the maintenance and operations of our buildings, equipment, and transportation of students. In all cases, the committees shall take into account State and Federal Law, Board of Education policy, the collective bargaining agreement and availability of funds.

5.03 Each employee will be provided a copy of the Contract.

6.0 **HEALTH EXAMINATION**

6.01 Good health as evidenced by a medical examination at the employee's expense at the time of entry to employment is a condition of employment.

6.02 A health examination may be required of any employee when deemed advisable by the administration. The employee shall be informed of the health concern and advised of his/her rights to Union representation. Such examination shall be at the Board of Education expense except that such cost shall not include any items covered by the Comprehensive Major Medical Plan or Kaiser Health Fund Hospitalization policies. The employee shall, in writing, authorize the examining physician to release the complete results of the examinations to the Human Resources Department. If an employee should choose to have the examination made by a qualified examiner other than the one designated by the Board, the examinations shall be at the employee's expense. The employee is required to complete a HIPAA compliant authorization to allow the physician's medical report(s) to be released to the Board. Results and reports of all examinations are required to be part of the confidential personnel records in the Human Resources Department.

6.03 All Board of Education employees, regardless of the number of hours worked per year, may be required to have an X-Ray or other test to determine if tuberculosis in a communicable stage is present and be required to submit authoritative medical proof to the Human Resources Department by a designated date as required by law. All new employees shall be required to comply with the law before remuneration. Any employee who submits a written statement from his/her physician saying that such test is inadvisable for medical reasons, shall be required to do so annually, or be required to have such test. It shall be the employee's responsibility to submit the statement to the Human Resources Department by a designated date. Non-compliance by an employee in any condition listed in this section will result in remuneration being deferred 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.

6.04 All bus drivers, yearly, by medical examination, shall furnish evidence that they are physically fit to perform their assigned duty. Such examination shall be performed by the Board doctor. If the Board doctor requires an additional examination by another doctor, expenses shall be incurred by the Board. The employee is required to complete a HIPAA compliant authorization to allow the physician's medical report(s) to be released to the Board.

7.0 **SERVICE CREDIT**

7.01 A fractional part of a year shall be recognized as equal to one year's credit on the salary schedule under the following conditions:

7.01.1 **10 Month Employees**

worked no less than 150 days prior to July 1 after initial employment, excluding Saturdays, Sundays, but including days taken as paid sick leave, paid personal leave, vacation, professional leave, calamity days, Board declared holidays, and regular holidays set forth in this agreement.

7.01.2 **12 Month Employees**

worked no less than 195 days prior to July 1 after initial employment, excluding Saturdays, Sundays, but including days taken as paid sick leave, paid personal leave, vacation, professional leave, calamity days, Board declared holidays, and regular holidays set forth in this agreement.

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

7.03 Temporary total or permanent partial disability days paid through the Workers' Compensation Bureau shall be included in the determination of service credit in 7.01.1 and 7.01.2 above for the purposes of placement on the salary scale and accrual of time for severance pay when the employee's claim has been substantiated and when there are no other legal challenges pending against the employee's workers' compensation claim.

8.0 **TEN MONTH EMPLOYMENT**

8.1 Ten month employment is to be interpreted as starting on Monday of the week before school opens and ending on the Friday a week after school closes in June. This employment consists of five (5) days per week of specified hours with official school vacations allowed except as otherwise designated for particular classifications of employees. Salaries are prorated for less service as approved by the Superintendent.

9.0 **WORKERS' COMPENSATION**

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

9.02 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. If, however, the employee accepts sick leave benefits he/she shall not be entitled to Workers' Compensation benefits until he/she directs the Director of Business Services to discontinue payment of sick leave.

9.03 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 (2) months in those instances where the employee elects Workers' Compensation benefits.

10.0 **PAYROLL CHECKS**

10.01 Payroll checks for all employees covered by this agreement shall be paid every two (2) weeks (26 payments per year) on Fridays.

10.02 All employees will receive their pay through Automatic Payroll Deposit

11.0 **PAID HOLIDAYS**

11.01 All regular non-teaching school employees, whether salaried or compensated on an hourly or per diem basis, are entitled to a minimum of the following holidays for which they shall be paid their regular salary or their regular rate of pay provided each such employee is in pay status the day preceding and the day following such holidays: New Year's Eve, New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, Christmas Day, December 26th of each year. In addition to the aforementioned holidays, the Board of Education may declare any other day, except days approved for teachers' attendance at an educational meeting, as a holiday and shall pay all such regular non-teaching school employees, whether salaried or compensated on an hourly or per diem basis, their regular salary or their regular rate of pay provided such holiday falls during the normal work week of the employee. (O.R.C. 3319.087)

11.02 The Board has in the past recognized the following holidays:

Rosh Hashanah  
Yom Kippur

11.03 If such days are, in the future declared as holidays, it will only be when the day falls on a school day.

11.04 When a holiday falls on a day which an employee is absent because of illness, the absence shall not be counted against sick leave and salary shall be allowed.

- 11.05 When a holiday comes immediately at the end of a period of absence for which salary is allowed, it shall not be counted as part of the absence, provided the employee resumes his/her duties on the next regular work day.
- 11.06 When a holiday falls within a period of absence of an employee for which no salary is allowed, then no salary shall be allowed for the holiday.
- 11.07 Payment for a holiday will only be made where the employee works his regularly scheduled day prior to and subsequent to the holiday. If an employee is temporarily assigned to additional work hours on the day prior to and subsequent to the holiday, that change will be recognized in the holiday pay. In the case of regularly assigned employees, if an employee is ill on the day before or after the holiday, and furnishes a doctor's certification to his/her inability to work because of illness, the employee will be paid for the holiday.
- 11.08 When a legal holiday falls on a Sunday, the following Monday shall be observed provided the holiday is officially declared a national holiday.
- 11.09 An employee, who is required to work on a holiday, shall receive double time for the hours worked in addition to their pay for the holiday.
- 12.0 **SICK LEAVE**
- 12.01 Sick leave shall be earned and accumulated at the rate of 1 hour per 17.33 hours of regularly scheduled work for which the employee is paid to a maximum of 120 hours per year. 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.
- 12.02 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.
- 12.03 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 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.
- 12.04 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.
- 12.05 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.

- 12.06 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 leave will be allowed.
- 12.07 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/SEM system satisfies that requirement. Payment for sick leave is obtained by logging onto or calling into the Substitute Employee Management System (SEM) using the individual Pin number assigned when the employee first registers with SEM. Logging onto or calling into SEM using the individual Pin is considered a digital signature. Reporting sick leave to SEM is a mandatory requirement. Reporting any kind of absence to SEM is a mandatory requirement. The Superintendent or her/his designee may require a physician's statement. In that case, the employee is required to complete a HIPAA compliant authorization to allow the physician's medical report(s) to be released to the Board.
- 12.08 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.
- 12.09 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.
- 12.10 An employee who is granted a Board paid leave shall retain and accumulate service credit and seniority.
- 13.0 **ASSAULT LEAVE**
- 13.01 Pursuant to 3319.143, an employee who is unable to work because of a physical disability received in or arising out of employment, whether during or outside of school hours and whether on or off school property, resulting from an assault, shall receive full scheduled compensation for the period of total disability less any amount received by the employee under the income continuity policy which is fully paid by the Board and less any compensation received by the employee under the Workers' Compensation Act of Ohio.
- 13.02 No payment shall be made or required for any period during which the employee elects to take sick leave. An employee may apply for assault leave before or after sick leave has been exhausted.
- 13.03 The employee shall not qualify for, or accrue, assault leave except upon submission of an application on a form to be furnished by the Board of Education justifying the granting of assault leave; and if the employee receives medical attention, the employee shall furnish a certificate from their licensed physician stating the nature of his/her disability and its expected duration. The Board shall have the right to have the employee examined by a Board physician at Board expense. (See Appendix for form.) Employees shall also be required to complete an incident report form within ten (10) days of the incident, or as soon thereafter as is possible, disclosing the nature, participants, witnesses, and location of the

assault. In addition, an employee receiving assault leave must agree to provide written and/or verbal testimony to assist the Board and the administration as necessary to insure appropriate disciplinary action is taken against the attacker. Falsification of either a signed statement, assault leave forms, or a physician's certificate is grounds for disciplinary action up to and including termination.

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

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

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

14.0 **PATERNITY LEAVE**

14.01 Sick leave to a maximum of ten (10) working days may also be used as paternity leave to be taken for the ten (10) working days immediately after delivery occurs during a time (week) when the applicant is scheduled to work and if the applicant is the husband of the woman delivering.

15.0 **PREGNANCY LEAVE**

15.01 An employee will notify the Assistant Director of Human Resources in writing of her desire to take a pregnancy leave at least three (3) months before the date she wishes the leave to commence.

15.02 Accumulated paid sick leave is to be used for the time of an employee's disability as a result of pregnancy. Normally, accumulated paid sick leave shall be used by a pregnant employee during the six (6) weeks prior and the six (6) weeks subsequent to delivery. However, additional sick leave may be approved if the physician's report indicates that there is something unusual with the employee's pregnancy or termination of pregnancy that results in additional time needed for disability.

15.03 If a pregnant employee prefers not to use accumulated paid sick leave, or exhausts her accumulated sick leave credit, the employee may apply for a leave of absence without pay or benefits which shall be granted for the period of recovery after delivery. An employee who is granted such leave shall have the right to return to employment.

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

16.0 **PARENTAL LEAVE**

16.01 An employee who 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:

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

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

16.04 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 more calendar year.

16.05 An employee shall return to his/her job classification after the expiration of any parental leave. Failure to return will be considered as a resignation of employment.

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

17.0 **ADOPTION LEAVE**

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

18.0 **PERSONAL LEAVE**

18.01 Personal leave not to exceed three (3) days a year shall be granted each employee. Twelve month employees hired after the start of the school year shall be entitled to a pro-rated number of days to the nearest half day. Ten month employees will be pro-rated for personal days to the nearest hour. New employees may not use personal leave during their probationary period.

18.02 Personal leave shall be requested on the Application form "For The Use of Personal Leave," and submitted to the employee's administrative supervisor for approval. When feasible, the administrative supervisor will notify the employee of

the approval or denial of the request at least one (1) work day prior to the time for which leave is requested.

- 18.03 Emergency arrangements for personal leave shall be made with the administrative supervisor and shall be confirmed in writing within three (3) days upon return to duty.
- 18.04 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.
- 18.05 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.
- 18.06 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 18.07.
- 18.07 Employees may convert unused personal leave into sick leave at the rate of one (1) day of sick leave for each full personal day not used. The conversion will take place at the end of each school year.

19.0 **PROFESSIONAL LEAVE**

- 19.01 Professional leave may be granted for the purpose of visiting other schools, attending to school business or rendering professional services and for attendance at professional meetings as approved by the Superintendent.
- 19.02 Full pay shall be allowed for professional leave without deduction from sick leave or cumulative leave, provided no compensation is received by the employee from other than school funds during said leave.
- 19.03 Applications for professional leave shall be made on forms secured from the Director of Business Services.
- 19.04 The applications shall be submitted two (2) weeks prior to the next scheduled Board meeting which precedes the date on which the leave is requested.

20.0 **LEAVE OF ABSENCE**

- 20.01 An employee may submit a written request for a leave of absence for reasons of illness or other disability. The Board of Education shall grant such leave of absence for a period of time not to exceed two (2) consecutive school years. Such illness or disability must be confirmed in writing by the attending physician. Subsequent requests for such leave may be renewed by the Board.
- 20.02 An employee having five (5) years of service with the Board may submit a written request for a leave of absence for reasons other than illness or disability. Each request shall be judged on its 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.

20.03 Eligible employees who are on an approved Board of Education leave of absence shall have the opportunity of continuing to receive Cleveland Heights-University Heights group insurance coverage. Such employees must reimburse the Board for the premium costs. Failure of the individual to forward payments to the Board at the stipulated times will terminate this option.

20.04 Employees, on return from leave, are assured of employment and will be returned to their former classification. If a leave of absence is required for six or more months, the position will be posted and filled. Upon returning to work, if there is no vacant position in the returning employee's job classification, the employee with the least job classification seniority and the same number of hours shall be bumped. The employee bumped has the same bumping rights as outlined in this section. Time spent on unpaid leave will not be credited towards seniority or as experience on the salary schedule.

20.05 Any employee who has been called to military duty shall be granted a leave of absence for the duration of his/her service obligation. Thirty-one days of benefits shall be provided from the initial date of the leave. The employee shall reenter at the status where he/she departed.

21.0 **JURY DUTY**

21.01 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 or personal leave.

22.0 **COURT APPEARANCE**

22.01 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, excluding mileage reimbursement that the employee receives shall be turned over to the Treasurer/CFO.

23.0 **HOSPITALIZATION AND INSURANCE**

23.01 Newly hired employees will not be eligible to receive any benefits until they have satisfactorily completed the probationary period.

23.02 Current employees who change classification and successfully complete the required probationary period shall be reimbursed their prorated/contributed cost of the benefits he/she selects. Proration will be based on hours worked prior to the change of classification.

23.03 **Hospitalization**

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

- (a) SuperMed Plus, or a plan similar to it;
- (b) Kaiser Permanente (no new enrollees)

- 23.03.2 Effective January 1, 2009 there will be no new Kaiser enrollees. Current employees who wish to remain enrolled in Kaiser as of January 1, 2009 will contribute premiums in accordance with Sections 23.03.5 or 23.03.6, and additionally pay the difference between Kaiser and SuperMed.
- 23.03.3 The Board will continue to furnish Medicare, if elected, by those 65 years old and over. Medicare payments will be made to the individual annually.
- 23.03.4 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.
- 23.03.5 Any employee working 1425 hours/year or more who elects coverage, will be required to make a contribution toward the payment of premium as follows:
- |                                |                 |                              |
|--------------------------------|-----------------|------------------------------|
| <b>Effective January, 2009</b> | Single coverage | \$ 30.00 (pre-tax) per month |
|                                | Family coverage | \$ 75.00 (pre-tax) per month |
| <b>Effective January, 2010</b> | Single coverage | \$ 40.00 (pre-tax) per month |
|                                | Family coverage | \$100.00 (pre-tax) per month |
- 23.03.6 Employees working less than 1425 hours/year who elect coverage, will have their premium contribution prorated on the basis of 1425 hours/year, and will not be required to pay the \$30/\$75 or \$40/\$100 contribution as set forth above in Section 23.03.4. School Bus Drivers will have any proration calculated on a work year of 200 days per school year.
- 23.03.7 Members contemplating a regular schedule for four (4) hours or more per day (Monday through Friday) for a full school year who have been receiving full single and/or family coverage since 1983 will continue to receive full single and/or family coverage, and will be required to make a \$30/\$75 or \$40/\$100 contribution toward the payment of premium as set forth above.
- 23.03.8 No contribution will be made by the Board toward family coverage if the applicant already has family coverage by an existing policy in a Comprehensive Major Medical Plan, Kaiser Community or similar group fully paid for by the contract holder's employer.
- 23.03.9 Employees who work four (4) hours/day or more 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. Thereafter hospitalization may be applied for at any future open enrollment period.
- 23.03.10 All employees who are covered by insurance shall be covered on a twelve (12) month basis. All premium contributions will be subject to the Flexible Spending Plan (Pre-tax 125).

23.04.0 **Life Insurance**

23.04.1 Life insurance will be provided to all full-time employees and part-time employees whose position contemplates a regular schedule as indicated below:

950-1300 hours/year	\$25,000 Insurance
1301-1500 hours/year	\$30,000 Insurance
1501-2079 hours/year	\$35,000 Insurance
2080-up	\$40,000 Insurance

23.05.0 **Disability Income Insurance**

23.05.1 The Board will provide income insurance to all employees covered under this agreement who work five (5) hours or more per day as follows:

Benefits to be 50% of salary for the maximum period of twenty-six (26) weeks starting on the 31st day of illness or the day following the exhaustion of paid sick leave, whichever is later.

23.06.0 **Vision Care, Dental, and Prescription Drug Insurance Package**

23.06.1 The Board will make available a package to include vision care, dental and prescription drug insurance (including oral contraceptive coverage) under policies issued by such carrier as selected by the Board.

23.06.2 The Board will pay for full single coverage and/or family coverage for the vision, dental and prescription drug insurance package for employees working a regular schedule of 1425 hours/year.

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

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

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

23.07.0 **Part-time Prorate and Adverse Selection.** Eligible members of the bargaining unit employed on less than a full-time basis (1425 hours/year) who elect coverage under 23.06.0 above will have the Board contribution prorated according to the fraction of full-time employed (1425 hours/year). This option of a vision, dental and prescription drug package must be exercised within the first thirty (30) days after successful completion of the probationary period, may not be exercised at any other time, and may not be cancelled, withdrawn or amended during the life of this contract except in the following circumstances: 1) if the member has a change in marital status; or 2) in the event that the member's spouse is separated from his/her employment.

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

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

23.07.2 **Flexible Spending Plan (Pre-tax 125)**

A Flexible Spending Account Plan (Pre-tax 125) will be provided for all employees in accordance with Section 23.00 and/or the annual open enrollment period.

23.08.0 **Multiple Bargaining Units**

23.08.1 Should a member of the OAPSE bargaining unit employed part-time have additional part-time work in another bargaining unit within the District, exclusive of Early Childhood Department, the member will be entitled to the Board-paid prorated percentage for benefits from both part-time positions. Should the total prorated percentage be insufficient to cover the cost of benefits, which shall be those of the bargaining unit from which the member derives the most income, the difference shall be paid by payroll deduction. Should the combined prorated percentage exceed the cost of benefits, the Board shall contribute only the necessary amount.

23.09.0 **Employees Assistance Program**

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

23.10.0 **Physical Examination**

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

<u>Age</u>	<u>Frequency</u>
30-39	1 every 5 years
40-49	1 every 3 years
50-59	1 every 2 years
60 and over	Annual

23.11.0 **Hepatitis Vaccine**

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

24.0 **PERSONNEL FILES**

- 24.01 The Human Resources Department shall maintain the official employee files at the Board of Education Building. No other employee file shall be considered to exist for purposes of documentation in all official matters, transfers, assignments, evaluations, grievances, or any other matters concerning the employee.
- 24.02 Materials retained in files, other than the official file, shall not be considered as official.
- 24.03 No material pertaining to an employee's service, conduct, character or personality shall be placed in the file, unless the employee has had an opportunity to read, initial, and date such material.
- 24.04 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.
- 24.05 The employee has the right to respond to any material filed and to have this response attached to the file copy.
- 24.06 Upon request, and between the hours of 8:15 a.m. and 4:00 p.m., the employee shall be permitted immediately to examine his/her file. To reproduce any material in the file, the employee must give a twenty-four (24) hour notice.
- 24.07 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.

25.0 **UNION DUES AND LOCAL DUES**

- 25.01 The Board will deduct from the pay of each employee, who so authorizes it to do so, the required amount of fees for the payment of dues of the bargaining unit on a monthly basis.
- 25.02 Payroll deductions shall be continuous and shall be revocable by written notice to the Treasurer/CFO only ten (10) days prior to August 31.
- 25.03 The Treasurer/CFO shall immediately notify the Local President if any member revokes a dues authorization.
- 25.04 The Board agrees not to honor any membership dues deduction from members of the unit in favor of any other labor organization during the life of the agreement.
- 25.05 All dues shall be deducted monthly. All state dues shall be forwarded to the Treasurer of the State Union. Union dues shall be deducted by payroll deduction and forwarded to the local Treasurer.

- 25.06 **Fair Share Service Fee.** - OAPSE and its Local #617 recognizes its obligation to fairly and equitably represent all members of the bargaining unit, whether or not they are members of Local #617. For this service, the Union may access a fair-share service fee, not to exceed the amount of dues uniformly required of members of the Local, against non-members of the Local as provided in this section.
- 25.07 The fair-share service fee assessment shall be applicable to all employees represented by this agreement.
- 25.08 The fair-share service fee or union dues shall be collected by the Board, via monthly automatic payroll deductions. All state dues shall be forwarded to the Treasurer of the State Union. Local dues shall be forwarded to the local Treasurer.
- 25.09 The Board shall inform all employees and all new hires that they are obligated, as a condition of employment to pay a fair-share service fee after sixty (60) work days of employment of a new hire. The service fee assessed against a returnee shall begin in the month of their return.
- 25.10 The Board shall provide the Treasurer of Local 617 a list of all fair-share and dues paying members on a monthly basis; a list of new bargaining unit members; a list of bargaining unit members returning from leaves of absence; and a list of employees who terminate employment.
- 25.11 Any person making fair-share service fee payments, in lieu of dues, shall have the right to object to the expenditure of a portion of such payments for activities of a primarily partisan, political nature. Such objections shall be perfected, if at all, by the objector individually notifying the OAPSE Director of the objection in writing by registered or certified mail. A rebate policy shall be sent to each person by the OAPSE Director when making a fair-share fee payment.
- 25.12 A challenge to the proposed rebate or a challenge to a failure to rebate shall be filed with the State Employment Relations Board pursuant to Ohio Revised Code Section 4117.09(C).
- 25.13 Any member of the bargaining unit who objects to the payment of the fair-share service fee by reason of membership in and adherence to the tenants or teachings of bona fide religion or religious body which has historically held conscientious objections to joining or financially supporting an employee organization and which is exempt from taxation under provisions of the Internal Revenue Code may submit proper proof of religious conviction to the State Employment Relations Board to seek a declaration from the Board that the member not be required to financially support the Local in accordance with the provisions of Section 4117.09(C).
- 25.14 It is recognized that SERB shall, if it finds that the employee is not to be required to pay a service fee, require payment of an equal amount to a non-religious charitable fund pursuant to the requirements of Section 4117.09(C).
- 25.15 The Union assures the Board that the Union's fair share fee procedures and procedures to challenge fair share rebates comply with and satisfy all legal requirements.

25.16 Subject to the above, Local #617 agrees to hold the Board harmless and to defend the Board in any suit, claim or administrative proceeding arising out of or connected with the imposition, determination or collection of service fees for dues, to indemnify and defend the Board for any liability imposed on it as a result of any such suit, claim or administrative proceeding. (The Union shall select a qualified competent attorney.) Such indemnification and defense shall not extend to claims against the Board for discrimination on the basis of race, sex or national origin or because of clerical or other errors by Board employees. For purposes of this Section, the term "Board" includes the Board of Education of the Cleveland Heights-University Heights City School District, its members, the Treasurer/CFO, Superintendent and all members of the administrative staff. Should this indemnification agreement be found invalid or void by any court, the entire Section 25.0 may be reopened for negotiations by request of either party.

25.17 **Other Voluntary Deductions**  
Effective July 1, 2003 the Board agrees to make payroll deductions for P.E.O.P.L.E. (Public Employees Organized to Promote Legislative Equality) with proper authorization from the employee.

26.0 **NO STRIKE**

26.01 The bargaining unit agrees not to sponsor, participate in, or call a strike during the term of this agreement, and agrees that if it does sponsor, participate in, or call a strike, it shall forfeit its rights to dues check-off and fair share service fee and that upon the happening of such event, the Board may discontinue its check-off and fair share service fee privileges.

27.0 **VACATION**

27.01 Vacation shall be granted as follows for twelve month employees:

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

27.02 Any twelve month employee, who has more than fifteen (15) years of credited service at (that is with) the Board shall earn an additional day of vacation, up to a maximum of five (5) days, for every year of credited service over fifteen (15) years. This applies only to vacation beginning in 1983 and thereafter and applies only to those employees who have been employed by and have worked for the Board for all of said fifteen (15) years.

27.03 Vacation in any year is granted according to years of credited services as defined in Section 7.0 on Page 5.

27.04 A part time employee who, in fact, works the same number of hours as would have been worked by a full time employee, shall receive vacation credit on the same basis as a full time employee.

27.05 Vacation may be taken any time during the year after which they have been earned, with the prior approval of the Director of Business Services. Vacation

should be geared to the work schedule of the department involved and require this approval. A maximum of five days of vacation time may be carried over beyond June 30th with the approval of the Director of Business Services.

- 27.06 With the consent of the Director of Business Services and approval of the Superintendent, not more than half of the earned vacation time may be worked at their regular job and the employee compensated at their prorated salary.
- 27.07 Vacation credit for an employee moving from a 10 month to a 12 month job subsequent to July, 2004 shall be determined as follows: The total number of months of 10-month service shall be divided by twelve (12). The resulting figure shall then be applied to section 27.01 giving the number of days vacation granted for years of service.
- 27.08 If an employee's employment is terminated voluntary or involuntary prior to July 1st of any year, he/she shall receive pay for his/her prorated vacation.

28.0 **CALAMITY DAYS**

- 28.01 All employees shall be paid their appropriate rate of pay for all days or part of a day when the school system is closed owing to an epidemic or other public calamity as declared by the Superintendent or his/her designee.
- 28.02 If required to work, an employee, if at all possible, must report for and perform work.
- 28.03 Any employee, who is required to work for the Board of Education shall be compensated at his/her regular hourly rate for the hours worked in addition to his/her regular pay equal to the hours worked.
- 28.04 Calamity days shall be counted as days worked for the purpose of determining the rate of overtime work payments and all benefits.

29.0 **EMERGENCY CLOSING**

- 29.01 Cancellation of classes does not in and of itself constitute an emergency building closing. However, emergency situations or hazardous conditions may require the cancellation of classes and the closing of a school building or buildings.
- 29.02 Emergency or hazardous conditions may include but are not limited to fire, or extended utility outage.
- 29.03 When a building closes due to an emergency or hazardous conditions, employees may be dismissed or reassigned. Those employees shall receive their normal rate of pay. An employee required to remain in a closed building shall be compensated at the regular hourly rate for the extent of the emergency or hazardous conditions in addition to his/her regular pay equal to the hours worked during the emergency or hazardous condition.

29.04 Premium pay for an emergency or hazardous condition will only occur during such time as the condition has been declared an emergency by the Superintendent or his/her designee.

30.0 **RELEASE TIME AND AUTHORIZED DELEGATES**

30.01 The President of the bargaining unit, Vice President, and/or Grievance Chairperson shall be allowed not more than a total of six (6) hours per week of released time, if necessary, but shall first get the approval of the administrative supervisor, which approval shall be given unless the immediate demands of the job prevent it at the time requested in the opinion of the administrative supervisor.

30.02 In the event time, in addition to the six (6) hours provided for herein is required, requests for such additional time, with the reason for the request shall be submitted to the Director of Business Services who shall have the authority to approve such additional time as is necessary.

30.03 Authorized delegates of the bargaining unit to a maximum of four (4) shall be permitted to attend their State Convention for a maximum of three (3) days at their own expense but without loss of pay. Applications shall be made according to regulations for professional leave.

30.04 Authorized delegates of the bargaining unit to a maximum of six (6) shall be permitted to attend their District Conference for one (1) day at their own expense but without loss of pay. Applications shall be made according to regulations for professional leave.

30.05 Salary deductions for absence not covered by regulations for leave shall be determined on a per diem basis by dividing the annual contract salary by the number of contract days.

31.0 **SUPERVISORS NOT TO PERFORM WORK**

31.01 The Director of Business Services, Supervisors, and Assistant Supervisors shall not perform work which normally is performed by bargaining unit employees except in the event of an emergency. Without limiting the meaning of emergency, it shall include, among other things, instances where an employee is requested to, but declines to work overtime or instances where the supervisor is unsuccessful in calling out an employee.

32.0 **BUILDING COVERAGE AND WORK HOURS**

32.01 The regular work hours of school year custodial coverage for the high school and the middle schools will be as follows: 5:00 a.m. to 11:00 p.m., eight (8) hours per day. Custodial employees will be scheduled for regular shifts at straight time within their defined building coverage hours.

32.02 The regular work hours of custodial coverage for elementary building coverage will be 6:30 a.m. to 9:30 p.m. (8 hours/day). Pursuant to Section 37.01, overtime shall be paid for hours worked after 9:30 p.m. Monday-Friday when schools are

in session, excluding winter and spring breaks, depending on the schedule of activities.

- 32.03 During the summer dismissal months, (the third week of June through the week before the opening of school) and during winter and spring break, coverage will be from 7:00 a.m. to 5:00 p.m. for all buildings used for normal school activities; consecutive eight (8) hours per day. Custodial and laborer employees will be scheduled for regular shifts at straight time within their defined building coverage hours.
- 32.04 Shift Preference The custodian shall determine shift preference by the following factors:
- 1) job classification seniority
  - 2) bargaining unit seniority
  - 3) needs of the building
  - 4) approval of administrative supervisor
- 32.05 All maintenance employees working out of the Board of Education Building shall start at 7:30 a.m. while schools are in session and at 7:00 a.m. during the summer break, winter break and spring break.
- 32.06 All grounds crew employees working out of the Board of Education Building shall start at 7:30 a.m.
- 32.07 A second shift premium of \$1.00 per hour shall be paid all employees whose shift commences 12:00 p.m. or later.
- 32.08 The above work hours may be amended after discussion with OAPSE.
- 32.09 Custodians shall not be entitled to a prescribed meal period, shall not leave the work place during his/her work schedule except as ordered to do so in the performance of his/her duties and shall arrange to eat his/her lunch or other meals while on the job.
- 32.10 All other full time salaried or hourly employees in the classification of skilled laborer, truck driver, equipment operator, storekeeper, utility tradesman, tradesman, helper, and school bus driver/shipping receiving clerk/interschool mail driver shall work an eight (8) hour schedule per day and shall not leave the work place during his/her work schedule except as ordered to do so in the performance of his/her duties and shall arrange to eat his/her lunch or other meals while on the job.
- 32.11 Electronic specialists, microcomputer/network support specialists, and technology infrastructure specialist shall be scheduled for eight and one-half (8-1/2) hours per day with one-half (1/2) hour unpaid lunch.
- 32.12 Custodians will return to the buildings without pay if their negligence is noted by anyone. If pay is refused under this paragraph, the employee shall be entitled to file a grievance to show negligence is not a factor.
- 32.13 Hours of coverage for mechanics are from 6:00 a.m. to 10:00 p.m.

33.0 **USE OF CAR**

- 33.01 Employees covered by this Agreement shall not be required to deliver Board materials in personal autos and shall only be permitted to do so upon approval on each occasion of the employee's immediate supervisor.
- 33.02 Employees using personal auto will be reimbursed per mile, the amount approved by the Board of Education.

34.0 **PROBATIONARY PERIOD**

34.01 A. **New Employee:**

- 34.01.1 All new employees shall serve a probationary period for the first ninety (90) work days of their employment. The Superintendent or designee may discharge a probationary employee at any time during the ninety (90) work days. The Board retains the sole right to discipline or terminate a probationary employee as necessary and this discipline or termination shall not be subject to the grievance procedure contained in this Agreement.
- 34.01.2 Except where provided for in this Agreement, a probationary employee shall receive the benefit of all provisions of this Agreement in accordance with the terms of the specific provisions, except the employee shall not have recourse to the grievance procedure for cases of probationary discharge or discipline. A probationary employee cannot bid.
- 34.01.3 In the event a probationary employee is discharged, the Local President and employee shall receive a copy of the notice of discharge.

34.02 B. **Promoted Employee:**

- 34.02.1 An employee who is promoted to another job classification shall serve a probationary period of 45 working days. A probationary employee cannot bid.
- 34.02.2 Employees who accept a promotional position to another classification, and subsequently do not satisfactorily perform in or adjust to the new position during their probationary period, will be returned by the Board to their previous classification and shall be paid at the rate of pay for the previous classification. If the employee elects not to finish the promotional probationary period within the first twenty (20) working days, he/she has the right to return to his/her previous job classification and shall be paid at the rate of pay for the previous classification.
- 34.02.3 When the Board is returning an employee to the prior position, the Superintendent or designee shall meet with the employee to discuss the reason for the decision. The Local President and the employee shall receive a copy of the notice of return to the prior classification. Upon return to the prior classification, the employee shall resume the rate of pay in that classification and continue with seniority unbroken by the temporary position.

35.0 **HIGHER CLASSIFICATION PAY**

35.01 If an employee is assigned duties of a higher rated job classification for a period of five (5) consecutive work days, the employee shall be paid fifty cents (\$.50) additional for all hours worked in that classification, including the first five (5) days. Every effort shall be made to have the adjusted rate included in the employee's next subsequent pay.

36.0 **CALL OUT PAY**

36.01 Employees who are called in to work outside of their regularly scheduled hours shall receive not less than three (3) hours pay at their regular hourly rate.

37.0 **OVERTIME**

37.01 The work week is Monday through Friday. All hours worked in excess of forty (40) hours in a work week shall be paid at time and one-half (1-1/2) of the regular rate for all employees in the bargaining unit. There will be no pyramiding of overtime.

37.02 Scheduled overtime will be distributed by seniority within the job classification within a building, maintenance classification, grounds operation or technical department. An employee given notice of overtime and who fails to work such overtime shall be considered as having worked so that his/her turn in the rotation has been passed over. In the event of unforeseen emergency overtime immediately preceding or following a regular shift, the employees performing the work will be given the overtime.

37.03 Double time shall be paid for all hours worked on all Board declared holidays.

37.04 Calamity days, personal leave, professional leave, holidays, jury duty and vacation days shall be treated as hours worked for the calculation of the forty (40) hour work week.

38.0 **UNIFORMS**

38.01 Employees who are issued uniforms shall wear their uniforms while on duty.

38.02 After ninety (90) days of employment, the Board shall provide three (3) uniforms which will be wash and wear. Annually, these employees will be furnished three (3) or more uniforms prior to the opening of the schools in September of each year.

38.03 After three (3) years of employment and every three (3) years thereafter, the employee may elect to receive one (1) jacket and one (1) uniform in lieu of the three (3) uniforms.

38.04 The mechanics employed in the garage shall be provided by the Board with a clean uniform on a daily basis.

38.05 Procedures for turning in for cleaning and obtaining clean uniforms will be arranged by the Union President and the Director of Business Services.

38.06 Uniform style, color and quality shall be determined biannually and mutually agreed upon by representatives of the Union and the Board prior to uniform distribution. This procedure shall begin in 1992.

39.0 **TOOLS AND SUPPLIES**

39.01 Mechanics in the garage are required to provide their own basic tools. The Board, at its discretion, will either repair or replace broken and worn out tools. The repaired or replaced tool is the property of the mechanic.

39.02 Specialty tools, as determined cooperatively by the administrative supervisor and the mechanics, shall be purchased by the Board and kept in a Board owned tool chest and made accessible to all mechanics in the garage. These tools are the property of the Board.

39.03 Tools and equipment for maintenance workers shall be provided by the Board of Education.

40.0 **EQUIPMENT**

40.01 No driver is to be asked to drive a vehicle he/she feels unsafe unless the administrative supervisor considers the vehicle safe by the standards of State Law. If the administrative supervisor is not available, this matter should be brought to the attention of the Director of Business Services or his/her designee.

40.02 A maintenance log sheet shall be standard equipment on all Board owned vehicles. Any vehicle that has had maintenance performed on it shall be tested, then approved by the administrative supervisor or a qualified mechanic and entered on the log sheet.

40.03 The Board will provide all material for vehicle washing and materials needed for driver maintenance and inspection. The stocking of these materials and supplies will be coordinated with the administrative supervisor and the Union Transportation Representative.

41.0 **BULLETIN BOARD**

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

42.0            **PRINTING OF AGREEMENT**

42.01           The Board will continue, as in the past, to print the Agreement for distribution to the members of the bargaining unit and the format of the publication shall be determined in conference with the OAPSE negotiators.

43.0            **CALENDAR**

43.01           The President of OAPSE shall be a member of the Advisory Committee on the School Calendar.

44.0            **SUSPENSION OR DISCHARGE**

44.01           No employee shall be suspended or discharged without first advising him/her of rights to have OAPSE representation when called to appear before his/her immediate supervisor; and if the employee desires such representation, it shall then be provided before the immediate supervisor can recommend an employee be suspended or discharged.

44.02           The employee and the Union shall be given twenty-four (24) hours notice of all such hearings when, in the Board's judgment, the employee in question presents no potential risk of harm to property or people.

45.0            **ADMINISTRATION - OAPSE CONCERNS**

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

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

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

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

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

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

46.0            **SALARIES AND WAGES**

46.01           The following salary schedules are to become effective on June 1, 2008, July 1, 2009 and July 1, 2010.

46.02

**Contract Year**

- a. Fifty-two (52) weeks at forty (40) hours per week.
- b. Annual salary divided by 2,080 equals hourly rate.

46.03

**School Building Classification**

- a. I BOE/Wiley Complex
- b. II Middle Schools
- c. III Canterbury, Gearity, Noble, Oxford, and Roxboro  
Elementary
- d. IV Boulevard, Fairfax and Taylor Schools

46.04

All current employees in the Building Series Job Classification who hold the position of Grade IV Head Custodian as of September 1, 2000 or those employees in recall status, or those employees who bid for the two currently open positions, shall be grandfathered with respect to their wages on the salary schedule, *i.e.*, they will receive Grade III Head Custodian pay.

46.05

All current employees in the Building Series Job Classification who hold the position of Assistant Custodian at Class IV buildings as of September 1, 2000, or those employees in recall status, shall be grandfathered with respect to their wages on the salary schedule, *i.e.*, they will receive the pay as set forth under “g” on the salary schedule.

**Cleveland Heights - University Heights City School District  
OAPSE 617 Salary & Wage Schedules Effective June 1, 2008**

**2.50%**

	<b>Effective June 1, 2008</b>		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Year 8</b>	<b>Year 15</b>	<b>Year 20</b>
1.	Head Custodian-High School		45,400	46,400	48,200	49,100	49,800	50,200	50,600
2.	Head Custodian-Grade I		43,500	44,700	45,700	48,200	49,100	49,400	49,800
3.	Head Custodian-Grade II		42,700	44,400	45,500	46,500	47,800	48,300	48,600
4.	Asst. Head Custodian-High School		41,900	43,200	44,700	46,100	46,800	47,700	48,000
5.	Head Custodian-Grade III		41,200	42,400	44,100	45,600	46,300	46,700	47,300
6.	Head Custodian-Grade IV		40,600	41,800	43,500	45,000	45,700	46,100	46,700
a.	Skilled Laborer		33,500	34,500	35,400	36,800	38,600	39,000	39,600
b.	Truck Driver		35,300	36,400	37,400	39,600	40,100	40,700	41,200
c.	School Bus Driver		37,000	38,200	39,400	41,100	41,900	42,300	42,700
c-1.	School Bus Driver/SRC/InterMail		37,000	38,200	39,400	41,100	41,900	42,300	42,700
d.	Equipment Operator		36,300	37,400	38,600	40,400	41,200	41,500	42,100
e.	Assistant Custodian-High School		37,300	38,300	39,600	41,300	42,200	42,500	43,200
f.	Assistant Custodian-BOE/Wiley Complex		37,000	38,200	39,400	41,100	41,900	42,300	42,700
g.	Assistant Custodian		36,800	37,700	39,000	40,900	41,500	42,100	42,400
h.	Asst Custodian-Blvd, Fair, Taylor		35,000	36,000	37,200	38,400	39,000	39,500	39,900
i.	Storekeeper		37,800	39,300	40,400	42,100	43,100	43,600	44,100
j.	Tradesperson Helper		35,600	36,700	37,700	39,700	40,400	40,900	41,300
k.	Utility Tradesperson		39,400	40,700	41,800	43,700	44,500	45,000	45,400
l.	Tradesperson		43,200	44,500	45,600	48,200	49,100	49,400	49,800
m.	Electronic Specialist		46,900	48,300	49,400	52,000	52,900	53,300	53,700
n.	Microcomputer/Netwk Support Spec		46,900	48,300	49,400	52,000	52,900	53,300	53,700
o.	Technology Infrastructure Specialist		53,700	55,200	57,000	59,300	60,100	60,600	61,200
p.	Asst. Microcomp/Netwk Support Spec		35,600	36,700	37,700	39,700	40,400	40,900	41,300
q.	Media Inventory & Scheduling Spec		43,200	44,500	45,600	48,200	49,100	49,400	49,800
r.	Transportation Routing & Sched Spec		43,200	44,500	45,600	48,200	49,100	49,400	49,800

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10% SERS pickup by the Board of Education

**Cleveland Heights - University Heights City School District  
OAPSE 617 Salary & Wage Schedules Effective July 1, 2009**

**2.50%**

	<b>Effective July 1, 2009</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Year 8</b>	<b>Year 15</b>	<b>Year 20</b>
1.	Head Custodian-High School	46,500	47,600	49,400	50,300	51,000	51,500	51,900
2.	Head Custodian-Grade I	44,600	45,800	46,800	49,400	50,300	50,600	51,000
3.	Head Custodian-Grade II	43,800	45,500	46,600	47,700	49,000	49,500	49,800
4.	Asst. Head Custodian-High School	42,900	44,300	45,800	47,300	48,000	48,900	49,200
5.	Head Custodian-Grade III	42,200	43,500	45,200	46,700	47,500	47,900	48,500
6.	Head Custodian-Grade IV	41,600	42,800	44,600	46,100	46,800	47,300	47,900
a.	Skilled Laborer	34,300	35,400	36,300	37,700	39,600	40,000	40,600
b.	Truck Driver	36,200	37,300	38,300	40,600	41,100	41,700	42,200
c.	School Bus Driver	37,900	39,200	40,400	42,100	42,900	43,400	43,800
c-1.	School Bus Driver/SRC/InterMail	37,900	39,200	40,400	42,100	42,900	43,400	43,800
d.	Equipment Operator	37,200	38,300	39,600	41,400	42,200	42,500	43,200
e.	Assistant Custodian-High School	38,200	39,300	40,600	42,300	43,300	43,600	44,300
f.	Assistant Custodian-BOE/Wiley Complex	37,900	39,200	40,400	42,100	42,900	43,400	43,800
g.	Assistant Custodian	37,700	38,600	40,000	41,900	42,500	43,200	43,500
h.	Asst Custodian-Blvd, Fair, Taylor	35,900	36,900	38,100	39,400	40,000	40,500	40,900
i.	Storekeeper	38,700	40,300	41,400	43,200	44,200	44,700	45,200
j.	Tradesperson Helper	36,500	37,600	38,600	40,700	41,400	41,900	42,300
k.	Utility Tradesperson	40,400	41,700	42,800	44,800	45,600	46,100	46,500
l.	Tradesperson	44,300	45,600	46,700	49,400	50,300	50,600	51,000
m.	Electronic Specialist	48,100	49,500	50,600	53,300	54,200	54,600	55,000
n.	Microcomputer/Netwk Support Spec	48,100	49,500	50,600	53,300	54,200	54,600	55,000
o.	Technology Infrastructure Specialist	55,000	56,600	58,400	60,800	61,600	62,100	62,700
p.	Asst. Microcomp/Netwk Support Spec	36,500	37,600	38,600	40,700	41,400	41,900	42,300
q.	Media Inventory & Scheduling Spec	44,300	45,600	46,700	49,400	50,300	50,600	51,000
r.	Transportation Routing & Sched Spec	44,300	45,600	46,700	49,400	50,300	50,600	51,000

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10% SERS pickup by the Board of Education

**Cleveland Heights - University Heights City School District  
OAPSE 617 Salary & Wage Schedules Effective July 1, 2010**

**2.50%**

	<b>Effective July 1, 2010</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Year 8</b>	<b>Year 15</b>	<b>Year 20</b>
1.	Head Custodian-High School	47,700	48,800	50,600	51,600	52,300	52,800	53,200
2.	Head Custodian-Grade I	45,700	46,900	48,000	50,600	51,600	51,900	52,300
3.	Head Custodian-Grade II	44,900	46,600	47,800	48,900	50,200	50,700	51,000
4.	Asst. Head Custodian-High School	44,000	45,400	46,900	48,500	49,200	50,100	50,400
5.	Head Custodian-Grade III	43,300	44,600	46,300	47,900	48,700	49,100	49,700
6.	Head Custodian-Grade IV	42,600	43,900	45,700	47,300	48,000	48,500	49,100
a.	Skilled Laborer	35,200	36,300	37,200	38,600	40,600	41,000	41,600
b.	Truck Driver	37,100	38,200	39,300	41,600	42,100	42,700	43,300
c.	School Bus Driver	38,800	40,200	41,400	43,200	44,000	44,500	44,900
c-1.	School Bus Driver/SRC/InterMail	38,800	40,200	41,400	43,200	44,000	44,500	44,900
d.	Equipment Operator	38,100	39,300	40,600	42,400	43,300	43,600	44,300
e.	Assistant Custodian-High School	39,200	40,300	41,600	43,400	44,400	44,700	45,400
f.	Assistant Custodian-BOE/Wiley Complex	38,800	40,200	41,400	43,200	44,000	44,500	44,900
g.	Assistant Custodian	38,600	39,600	4,000	42,900	43,600	44,300	44,600
h.	Asst Custodian-Blvd, Fair, Taylor	36,800	37,800	39,100	40,400	41,000	41,500	41,900
i.	Storekeeper	39,700	41,300	42,400	44,300	45,300	45,800	46,300
j.	Tradesperson Helper	37,400	38,500	39,600	41,700	42,400	42,900	43,400
k.	Utility Tradesperson	41,400	42,700	43,900	45,900	46,700	47,300	47,700
l.	Tradesperson	45,400	46,700	47,900	50,600	51,600	51,900	52,300
m.	Electronic Specialist	49,300	50,700	51,900	54,600	55,600	56,000	56,400
n.	Microcomputer/Netwk Support Spec	49,300	50,700	51,900	54,600	55,600	56,000	56,400
o.	Technology Infrastructure Specialist	56,400	58,000	59,900	62,300	63,100	63,700	64,300
p.	Asst. Microcomp/Netwk Support Spec	37,400	38,500	39,600	41,700	42,400	42,900	43,400
q.	Media Inventory & Scheduling Spec	45,400	46,700	47,900	50,600	51,600	51,900	52,300
r.	Transportation Routing & Sched Spec	45,400	46,700	47,900	50,600	51,600	51,900	52,300

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10% SERS pickup by the Board of Education

46.12

**Hourly School Bus Driver Schedule**

<b>Effective:</b>	<b>June 1, 2008</b>	<b>July 1, 2009</b>	<b>July 1, 2010</b>
<b>Step</b>			
1	14.63	15.00	15.37
2	15.05	15.43	15.82
3	15.61	16.00	16.40
4	16.39	16.80	17.22
5	17.08	17.51	17.95
6	18.07	18.52	18.98
7	19.05	19.53	20.01
8	19.71	20.21	20.71
<b>Year</b>			
15	19.92	20.42	20.93
20	20.03	20.53	21.05

10% SERS pickup by the Board of Education

46.13

**Hourly School Bus Driver Assistant Schedule**

<b>Effective:</b>	<b>June 1, 2008</b>	<b>July 1, 2009</b>	<b>July 1, 2010</b>
<b>Step</b>			
1	11.94	12.23	12.54
2	12.32	12.63	12.95
3	12.67	12.99	13.32

10% SERS pickup by the Board of Education

46.14

With the approval of the Superintendent, the Director of Business Services is to have authorization to place a new employee beyond Step 1 after probation based upon prior experience.

46.15

Employees from other bargaining units who assume positions in the #617 bargaining unit after 12-31-91 become eligible for the yearly increases (7, 14, 19) upon completion of years worked within Local #617.

46.16

In the case of promotion from one classification, an employee shall be placed at the beginning step except where his/her current salary exceeds the current step, he/she shall be placed in the next step up, not to exceed the new classification maximum. At the completion of the probationary period the employee will be moved to the appropriate year increase.

46.17

Step progressions will be made based upon one year's experience, as defined in Section 7.0 per each step effective on July 1 of each year.

46.18

Transportation trainers shall receive \$1.00 more an hour for all hours spent training new school bus drivers.

47.0 **RETIREMENT SEVERANCE PAY**

47.01 An employee, at the time of retirement from active service with the Board, and with ten (10) or more years of service with the Board, shall be paid in cash for his/her unused sick leave credit on the following basis: one-fourth (1/4) of the value of his/her accrued, but unused, sick leave to a maximum of 1/4 of 320 days (80 days) plus one-eighth (1/8) of three hundred twenty one days through four hundred (321-400) days.

47.02 Such payment shall be based on the employee's rate of pay at the time of retirement or if the employee was retirement eligible under SERS at the time of the employee's death. In the event of a retirement eligible employees' death, the beneficiary shall be entitled to the employee's retirement severance pay at the rate specified above.

48.0 **SENIORITY**

48.01 Seniority shall be determined from the date hired on the length of the employee's continuous employment by the Board. Any paid or authorized unpaid leave of absence, including layoff, is not considered a break in the service of an employee.

- a. Paid leaves shall be credited toward seniority.
- b. Authorized unpaid leaves, including layoff, shall not be credited toward seniority.

48.02 Copies of the seniority list shall be submitted to the President of the Local by the 10th of January each year.

49.0 **JOB CLASSIFICATION SENIORITY**

49.01 Job classification seniority shall be defined as the length of employment by an employee in a particular job classification as computed from employee's most recent date of entry into such job classification with job classification set forth in the salary schedule as published by the Board.

50.0 **SENIORITY SHALL BE DEFINED AS FOLLOWS:**

50.01 The length of continuous employment by an employee of the Board shall be computed from the employee's most recent date of hire. Work as a substitute employee prior to being a regular employee shall not be counted toward seniority.

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

50.03 For the purpose of layoff, seniority within Local #617 shall apply. Seniority accumulated outside of Local #617 shall not be counted for the purpose of layoff in Local #617.

51.0 **REDUCTION PROCEDURE**

- 51.01 In the event a reduction of classified personnel becomes necessary layoff may be an option.
- 51.02 The number of people affected by a layoff will be kept to a minimum by not employing replacements, insofar as practical, for employees who resign, retire, or otherwise vacate a position. No students, CETA, Welfare, or volunteers shall be hired to perform the work of members of OAPSE while such employees are laid off. New hire probationary employees shall be laid off first.
- 51.03 The Local President will receive a thirty (30) work day notification prior to an anticipated layoff.

52.0 **BUMPING**

- 52.01 A laid off employee, provided he/she is fully capable of performing the available work without training, has the right to displace the employee with the least seniority within his or her own classification from which the employee was laid off.
- 52.02 In the event the displaced employee is not capable of performing the work of the least senior employee in his/her classification he/she can bump the least senior employee in the classification where he/she is fully capable of performing the assigned work without training.
- 52.03 Any employee displaced by this procedure can then displace the least senior employee within the next lower classification within the same classification series.
- 52.04 An employee displaced from a classification series by the procedure has the right to bump the least senior in a classification he/she most recently held as long as the employee has the greater seniority.
- 52.05 An employee who displaces another employee in a lower classification within the classification series shall be paid according to the schedule for the lower classification, receiving the same or less salary closest to the outgoing salary, but not more than the outgoing salary.
- 52.06 All bumping within a classification series shall be into equal or lower classifications. Any employee exercising bumping rights must have more seniority than the employee he/she displaces.
- 52.07 If an affected employee in an eliminated position or one who has been bumped does not in turn choose to bump the least senior employee in his/her classification or least senior employee in a lower classification within the classification series, that employee will automatically be placed on the layoff list.
- 52.08 An employee who is to be laid off under the procedure shall be so informed in writing at least twenty (20) work days prior to a layoff. Each affected employee will receive written notice which shall state the following:
- a. reason for the layoff or reduction;
  - b. the effective date of layoff;
  - c. a general reminder of the recall rights provided by this Article.

53.0 **RECALL**

53.01 An employee on the layoff list will have the opportunity to be placed in openings which occur in the same classification series at the same or lower classification the employee held at the time of layoff; and shall receive the pay closest to the outgoing salary.

53.02 The order of recall shall be determined on the basis of seniority, provided the employee to be recalled is fully capable of performing the available work without training.

53.03 Notice of recall shall be sent by certified mail to the last known address provided by the employee to the Superintendent or his designee.

53.04 The period of recall shall continue for the period of thirty (30) months from the day of layoff.

53.05 An employee shall remain eligible for recall unless:

- a. The time limit for the right of recall has expired; or
- b. he/she resigns; or
- c. the employee accepts or declines recall to any position for which he/she is eligible for recall, under Recall, paragraph 1 above; or
- d. he/she fails to respond to recall within ten (10) working days of receipt or attempt of delivery to the employee's last known address as set forth in paragraph 3 above.

53.06 Upon return to service, the employee shall be credited with all back seniority; however, the period of layoff shall not be counted within that earned seniority total. Service credit will not be granted for the period of layoff.

53.07 At the time of layoff, if an employee has been employed by the School District for at least one year, the School District will provide two (2) months of paid hospitalization or HMO coverage, as appropriate. Subsequently laid off employees may purchase the hospitalization or HMO coverage, as provided by law, provided the employee makes payment to the Treasurer/CFO, as directed, by the date established for such payment by the Treasurer/CFO. Failure to do so will result in the laid off employee's removal from the insurance rolls. Once an employee is off the insurance rolls or elects not to continue insurance coverage, such employee waives all further rights to coverage during the period of layoff. Should a laid off employee have hospitalization benefits made available to him or her through another employer, such employee must notify the Treasurer/CFO and will be removed from the insurance rolls.

54.0 **CLASSIFICATION SERIES**

54.01 Classifications shall be defined as follows:

- I. A. School Bus Driver
- B. Interschool Mail Driver
- C. School Bus Driver Assistant

- II.
  - A. Storekeeper
  - B. Interschool Mail Driver
  - C. Media Inventory and Scheduling Specialist
- III. Building Series
  - A. Head Custodian – High School
  - B. Head Custodian – Grade I
  - C. Head Custodian – Grade II
  - D. Head Custodian – Grade III
  - E. Head Custodian – Grade IV
  - F. Assistant Head Custodian – High School
  - G. Assistant Custodian – High School
  - H. Assistant Custodian – BOE/Wiley Complex
  - I. Assistant Custodian
- IV. Maintenance Series
  - A. Tradesperson
  - B. Utility Tradesperson
  - C. Equipment Operator
  - D. Tradesperson Helper
  - E. Truck Driver
  - F. Skilled Laborer
- V.
  - A. Technology Infrastructure Specialist
  - B. Electronic Specialist
  - C. Microcomputer/Network Support Specialist
  - D. Workstation Support Technician
  - E. Assistant Microcomputer Network Support Specialist
- VI.
  - A. Transportation Routing and Scheduling Specialist

55.0

**JOB POSTING**

55.01

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

55.02

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

55.03

Employees shall apply for all job postings online.

55.04

The vacancy listing will include:

- a. the job title
- b. the opening and closing date for the posting
- c. job location
- d. general job description and qualifications
- e. scheduled hours and work days
- f. rate classification

55.05

Employees who qualify shall be granted an interview prior to outside applicants.

55.06 Selection of applicants is to be based upon qualifications. When skill and ability are relatively equal, seniority shall prevail. Bargaining unit members will be given preference over equally qualified outside applicants. It is the responsibility of the Administration to decide which individual is best qualified to fill any open position.

55.07 Any employee who did not receive the position shall be notified in writing within five (5) days after the opening is filled, and will be provided with the results of his/her test, if required.

56.0 **EMPLOYEE JOB PROTECTION**

56.01 The parties understand and agree that from time to time the Board enters into work study programs and other programs designed to further the technical education of students and give them employment experience and undertakes other educational programs which call for the employment of student helpers or other people involved in study programs. The parties further understand that from time to time the Board has entered into work relief programs and other such related programs either federally, state, county, and/or city funded. The above provisions of this agreement are not intended to exclude such educational programs or deny the merits of any work relief program or other related programs; however, the employment of persons under those programs shall not, in anyway, be used to reduce the number of employees of the Board or be used to reduce the hours of employees in the bargaining unit.

56.02 The employment of outside services shall not be used to reduce the number of employees of the Board or be used to reduce the hours of the employees in the bargaining unit.

56.03 Bargaining unit members shall be used for appropriate work in the District within the capabilities, resources, flexibility, skill levels, priorities and availability of bargaining unit members.

56.04 The above provisions of this agreement are not intended to exclude the use of outside services when deemed cost-effective.

57.0 **IN-SERVICE PROGRAMS**

57.01 The Director of Business Services may institute an in-service program which shall be offered to employees covered under this agreement. Attendance for programs offered outside of normal work hours may be voluntary, and employees attending shall be paid at the rate of \$8.00 per hour effective 1/1/92.

57.02 Mandatory in-service programs will be paid at the employees' regular rate of pay.

57.03 The Board will permit, at no cost to the employee, the taking of courses offered by the District through its Community Services Program, with the following conditions: that the employee applies to the Assistant Director of Human Resources for permission to take this course; and that if the Assistant Director of Human Resources concludes that the subject matter of the course is one that would be beneficial to the employee's work, gives approval, and there is space available.

- 57.04 In addition, employees may take other courses at half the cost provided that enrollment in the course does not affect the instructor's fee, and where space is available, such space would not reduce the number of paid participants.
- 57.05 Additional materials or supply costs would be the responsibility of the employee.
- 57.06 If a sufficient number of employees indicate an interest in taking a course in subjects not offered, and if the Director of Business Services concludes that the course would be beneficial to the employees requesting it, every effort will be made to provide such a course.

58.0 **BUILDING REQUIREMENTS**

- 58.01 There will be at all times one person, qualified with a Low Pressure Boiler Operators License, assigned to the High School and all Class I, II and III school classroom buildings throughout the system. These employees are currently titled Head Custodian. Whenever the High School and Class I, II and III buildings are in operation during the course of a normal school day and at such other times as may be required in the opinion of the administration, the Head Custodian, Assistant Head Custodian or Assistant Custodian shall be on duty. If the building is opened by the Principal or Assistant Principal for the purpose of holding a meeting with a group of five (5) or less persons, the Head Custodian, Assistant Head Custodian and Assistant Custodian need not be present. The Principal or Assistant Principal shall be solely responsible for securing the building. In all other instances of approved meetings in the High School and Class I, II and III school buildings, there shall be a Head Custodian, Assistant Head Custodian, or Assistant Custodian on duty. For Class IV buildings, the same provisions apply except that Class IV Head Custodians do not have to possess a Low Pressure Boiler Operator's license.
- 58.02 The above applies to buildings now being operated as school classroom buildings. If other school classroom buildings are added to the system, the Director of Business Services shall meet with the President of the bargaining unit to consider the necessity of applying the above to such buildings.

59.0 **ALTERNATE WORK ASSIGNMENT/MEDICAL TRANSFERS**

- 59.01 An employee who becomes medically unable to satisfactorily perform the assigned duties in his/her assigned classification due to illness or injury, shall be given fair consideration for an alternative work assignment based upon his/her ability to perform if an opening is available in an appropriate and suitable classification.
- 59.02 Alternative work assignments shall be mutually agreed upon by the Director of Business Services or his designee, and the employee involved. The Union will be notified of the decision.

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

60.01 When the Board of Education intends to create a new classification within the bargaining unit, the salary range will be negotiated with the Union. The job description will be collaboratively developed.

61.0 **TRANSPORTATION**

61.01 An effort will be made to employ hourly School Bus Drivers for a minimum of ten (10) months a school year at a minimum of four (4) hours per day regardless of whether or not school is in session. In the instance that school is not in session, the School Bus Driver may be assigned by the Director of Business Services to perform work that is beneficial to the Board.

61.02 The four (4) hours per day of work shall be paid for at the School Bus Driver's rate if performed during the school calendar year.

61.03 A School Bus Driver who because of a schedule change incurs a loss of assigned work hours which either meets or exceeds one-half hour per day shall be given special consideration to compensate for this loss in time. A reasonable effort will be made to replenish this work time. If a partial work assignment of a driver with less seniority can be reassigned to compliment the work schedule of the more senior driver incurring the loss in time and yet an equal savings in time would still be realized by the District, then the reassignment shall take place. The driver who ultimately suffers the reduction in assigned work hours shall not be reduced to less than four (4) hours per day provided they are assigned to drive both a morning (a.m.) and evening (p.m.) bus route.

61.04 Non-probationary hourly bus drivers employed at the end of the school year shall be returned to their previous job classifications at the beginning of the succeeding school year.

61.05 All hours in excess of eight (8) hours per day shall be paid at time and one-half (1-1/2) his/her regular rate. All drivers will be paid overtime on weekend assignments.

61.06 An employee who is assigned to the driving of a school bus for two (2) or more consecutive hours and holds a valid CDL/SP endorsement shall receive his/her regular rate of pay or that of a bus driver, whichever is higher.

61.07 Regular School Bus Drivers who are called in for a trip which in turn has been cancelled, shall receive:

- (a) from 6:00 a.m. to 5:59 p.m. - two (2) hours straight time. The drivers will be assigned to perform other work.
- (b) from 6:00 p.m. to 5:59 a.m. weekdays, Saturdays, Sundays, and holidays - three (3) hours straight time with no work obligations, provided no other trip opportunities are available.

61.08 Upon request of the Union, the Supervisor of Transportation shall meet with a representative of the bargaining unit to discuss assignments.

61.09 For the purpose of clarification -- regular and all School Bus Drivers means "Bargaining Unit Members".

61.10.0 **Bidding Procedure - School Bus Drivers**

61.10.1 Classification seniority shall apply only to the Transportation Department for bidding procedures and shall be defined as the length of employment by an employee in a particular classification as computed from the employee's most recent date of entry into such classification.

61.10.2 Prior to completion of the school year, a date will be established for a meeting to take place for the purpose of route selection for the upcoming school year. The meeting date will take into consideration both public and non-public school calendars. Drivers in attendance at this meeting will be guaranteed a pay of two (2) hours. An additional two (2) hours will be made available to drivers who have selected their bus route and to practice drive their bus route.

61.10.3 Bus routes identifying both a morning (a.m.) and evening (p.m.) assignment including the specific bus assigned to the route and the assigned hours will be posted outside the Transportation Department area approximately seven (7) to ten (10) days prior to the meeting date. In addition, noontime kindergarten/mid-day routes will be posted at that time. On the date of the meeting, regularly scheduled hourly school bus drivers will be called, by seniority date within the classification, to select a bus route. Prior to the scheduled meeting, bus drivers who will not be in attendance may submit, in writing, a list of at least five (5) choices identifying route preference(s). If at the time of their selection, their preferences are no longer available, their route will be selected and assigned by the administrative supervisor.

61.11.0 **Availability/Additional Assignment Lists**

61.11.1 An Availability/Additional Assignment Check-off Form will be made available to all regularly scheduled hourly school bus drivers prior to the beginning of the school year. The purpose for this form will be to allow drivers to sign up for the following list of work opportunities in addition to their regular assignment.

- Midday Bus Routes**
- Midday Substitute Coverage List**
- Extra Assignment List**
- Weekday Field/Athletic Trip List (9:00 a.m. - 2:30 p.m.)**
- Weekday Drop-Off/Pick-up Only Trip List (9:00 a.m. - 2:30 p.m.)**
- Evening Weekday Trip List (after 4:00 p.m./3:15 p.m. on Tuesdays)**
- Weekday Holiday Rotation List**

61.11.2 Drivers assigned to midday routes will not be eligible to participate on the Weekday Field/Athletic Trip List except on those days on which their midday bus route assignment is not in operation. However, drivers assigned to work midday routes may be eligible to participate on the Weekday Drop-off/Pick-up Trip List provided that the drop-off and/or pick-up assignment does not contemplate overtime.

- 61.11.3 The Supervisor of Transportation will assign routes using the following criteria:
1. Special Needs of the School District
  2. Availability/Additional Assignment Check-off Forms
  3. Seniority
- 61.11.4 Increases in regular routes will be assigned to the more senior driver when available and economically practical.
- 61.11.5 The Supervisor of Transportation will make reasonable attempts where practical to give the senior driver more or equal hours than a less senior driver.
- 61.12.0 **Midday Routes**
- 61.12.1 In order for a school bus driver to be assigned to a midday route, the driver must be assigned to work both a morning (a.m.) and evening (p.m.) bus route on a daily basis.
- 61.12.2 Drivers who are assigned a midday route shall not be able to take daytime field trips if it interferes with their midday route.
- 61.13.0 **Extra Assignment List**
- 61.13.1 Extra assignment definition -- work that does not involve routes, field trips and athletic trips.
- 61.13.2 Drivers who wish extra assignments shall sign up on the check-off form at the beginning of the school year.
- 61.13.3 The senior driver will receive the extra assignment as long as it does not interfere with his/her regular assignment. For this purpose, the seniority rotation will start from the top of the seniority list each day.
- 61.13.4 This list shall be posted.
- 61.14.0 **Field Trips - Athletic Trips**
- 61.14.1 There will be five (5) separate trip lists established:
1. Field and Athletic midday-weekday trip list. Trips that take place between the hours of 9:00 a.m. and 2:30 p.m. (1:30 p.m. on Tuesdays). This list shall include all School Bus Drivers who are not assigned on a midday route.
  2. Evening Weekday Field and Athletic trip list. Trips that originate 4:00 p.m. or after on Monday through Friday (3:00 p.m. or after on Tuesday). This list shall include all School Bus Drivers who wish to be on the list.
  3. Weekend/Holiday Field and Athletic list.  
This list shall include all School Bus Drivers who wish to be on the list.

4. Weekday Drop-off/Pick-up trip list. Trips which take place between the hours of 9:00 a.m. and 2:30 p.m. (1:30 p.m. on Tuesdays) which do not necessitate that the driver remain with the group. This list shall include all bus drivers who wish to be on the list.
5. Mid-day Coverage List. Drivers not assigned to a mid-day route may express a preference on the checkoff form to provide mid-day substitute coverage (i.e., kindergarten noontime routes/cafeteria delivery routes) and/or Extra Assignments (i.e., special deliveries/errands/dropoff and pickups for athletic groups prior to and subsequent to their regular route assignments). The most senior listed driver will be offered the substitute/extra assignment which contemplates the highest number of work hours provided the assignment does not conflict with their regular daily assignment and does not cause the driver to receive overtime premium pay.

61.14.2 All five (5) lists will be posted and updated weekly. The lists will display drivers according to their seniority within the Transportation Department. Special needs of the school system may require an exception to the rotation. The driver displaced shall not lose his/her place on the rotation list, and shall be offered the next available assignment. If a driver refused to take a field or athletic trip, such driver will lose his/her turn on that rotation.

61.14.3 Except in emergencies, forty-eight (48) hours notice should be given for field trips, outside regular work hours. If forty-eight (48) hours notice is not given, the person who rejects the assignment shall not be "charged" with the assignment.

61.14.4 Regular drivers will be assigned field trips and athletic trips prior to substitute drivers, provided such assignment starts within fifteen minutes of the end of the driver's regular bus run.

61.14.5 Field trips/Athletic trips which occur between the last day of school and the first day of the next public school year shall be assigned by seniority on a rotating basis to all drivers with summer bus driving assignments. There will be two (2) rotating trip lists; (1) weekly and (2) weekend/holiday. The drivers returning to work on or about August 25 will be added to the bottom of the two summer rotation lists.

61.14.6 If a school bus driver is assigned to work an overtime/holiday trip and is unable to perform this assignment, the driver must return to the bottom of the rotation list. No switching or exchanging of overtime/holiday trips will be permitted.

61.15.0 **On-Call School Bus Driver Assignment**

61.15.1 School Bus Drivers assigned on a daily basis to drive a school bus route which contemplates only a half-day assignment (either a.m. or p.m.) shall be given first consideration for an additional assignment as an On-Call Driver. The On-Call Driver shall either have an a.m. or p.m. assignment and shall be guaranteed two hours. The total number of On-Call Drivers shall not exceed more than ten percent (10%) of the current number of drivers assigned to drive on a daily basis.

61.16.0 **School Bus Driver Assistant**

61.16.1 The Board may provide a School Bus Driver assistant when, in the opinion of the Supervisor of Transportation, conditions on that particular route warrant an assignment of an assistant. An assistant will be paid at the rate established for a School Bus Driver Assistant set forth in Section 46.13.

61.16.2 Employees of this bargaining unit will be offered the right of first refusal for the School Bus Driver Assistant position.

61.16.3 Any assistant being utilized may have the license endorsement CDL/SP but must, at the minimum, have successfully completed the eighteen hours of required instruction, as required by the Ohio Department of Transportation for a CDL/SP license. Additional in-service training will be provided for all School Bus Driver Assistants as stipulated by the Department of Student Services.

61.16.4 Drivers assigned by the Supervisor of Transportation to be an assistant will receive their current rate of pay. (Present assistants would be grandfathered, for salary purposes, under this proposal pursuant to a side letter.)

61.16.5 Immediately after the bidding procedure for school bus drivers is complete, School Bus Driver Assistants may, by classification seniority, pick the route of their choice from a list of routes made available by supervision.

61.17.0 **Summer Opening List**

61.17.1 Non-driving summer work, that is June to September, when our schools are not in regular session, shall be voluntary, and the work offered to the employees shall be at the pay rate Step 1 School Bus Drivers.

61.17.2 Driving summer work, that is June to September, when our schools are not in session, shall be voluntary, and the work offered to the employees shall be at the pay rate provided for the work performed. With the approval of the Director of Student Services, contracted routes will be offered to regular drivers.

61.17.3 In May, summer positions will be posted. Drivers/driver assistants shall be given first consideration for available summer work before the District hires substitutes or outside help. All positions available during the summer, including bus driving, shall be posted and selection shall be made based upon seniority provided the employee can perform the work.

61.17.4 An employee shall be assigned to work in not more than one (1) category. Inadequate performance shall result in termination of the summer assignment and another individual will be chosen from the Summer Opening List.

61.17.5 Transportation employees assigned to non-driving duties during the summer shall be covered by all provisions of this agreement with the exception of sick leave, personal leave and vacation pay. Any employee who is in pay status the day before and the day after the July 4th holiday and has worked at least thirty (30) days during summer work schedule shall be entitled to holiday pay. Payment shall be made in the last pay period of July.

61.17.6 Transportation employees assigned to drive buses in the summer and who work at least 165 hours shall be entitled to vacation time according to the following schedule:

Less than three (3) years	0 days
From three (3) to ten (10) years	5 days
From ten (10) to fifteen (15) years	10 days
Over fifteen (15) years	15 days

61.17.7 School Bus Drivers hired after 1/1/92 shall not be eligible for the 61.17.6 vacation schedule.

61.17.8 Recognizing that it is the responsibility of the School District to provide transportation service for both public and non-public school students and further realizing that public and non-public school calendars do not usually coincide particularly at the start-up of the school year, school bus drivers must be prepared to return to work on or about August 25th of each year.

61.18.0 **Safety**

61.18.1 School Bus Drivers are responsible for their daily safety checks, fueling, and cleanliness of their assigned bus. All drivers will be allotted sufficient time for each of the above.

61.19.0 **Fingerprinting**

61.19.1 All employees licensed and utilized as School Bus Drivers shall be fingerprinted biennially. Results received will be part of the confidential personnel records in the Human Resources Department. In the event that offenses are listed by the Bureau of Criminal Identification, Board Policy #4114 will be followed.

61.20.0 **Recertification**

61.20.1 School bus drivers shall use professional leave for the three-day recertification classes if the classes occur during their regularly scheduled assignment. Placement on the rotation list will not be forfeited to attend these recertification classes.

62.0 **NOTIFICATION OF REASSIGNMENT OR TEMPORARY POSITION**

62.01 Except in emergencies, the employee and the President of the Union shall be notified in advance of employee reassignment to a temporary position. The employee, Local President and Director of Business Services, as necessary, shall meet to discuss the positions as outlined in Sections 63.01, 63.02 and 63.03 below.

63.0 **POSITIONS**

63.01 **New Hires**

63.01.1 The President of the Union and the Local Treasurer shall be provided with written notification of any newly hired personnel who fall under the jurisdiction of this agreement.

63.02 **Permanent Position Reassignments**

63.02.1 All notifications of reassignments will be provided, in writing, to both the employee and the President of the Union. No employee shall be permanently reassigned without a meeting prior to the reassignment. The President of the Union may be present at such a meeting.

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

63.03 **Temporary Positions**

63.03.1 If duties are required of an employee in a work area or assignment not normally assigned for a period of less than thirty (30) days, this assignment shall be considered to be temporary.

63.03.2 Should an employee be required to work in the temporary position for a period in excess of thirty (30) days, the Director of Business Services and the President of the Local shall meet, discuss and agree to a mutually acceptable extension of the temporary period.

63.03.3 Employees considered for temporary positions may request a meeting with the Director of Business Services or his designee prior to such a position change. The President of the Union may be present at such a meeting.

64.0 **SERS PICK-UP**

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

- 64.02 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.
- 64.03 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.
- 64.04 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.
- 64.05 This provision will become effective with the first pay after the effective date of this Agreement.

65.0 **CONSISTENCY WITH LAW**

- 65.01 If any provisions of an agreement between the Board and the Union shall be found contrary to law, then such provision of application shall not be deemed to be valid and subsisting except the extent permitted by law, but all other provisions or applications shall continue in full force and effect. If it is mutually agreed if changes are to be made in the negotiation agreement while it is in force, such changes will be made by the negotiation process.

66.0 **CLEVELAND HEIGHTS – UNIVERSITY HEIGHTS BOARD OF EDUCATION GRIEVANCE PROCEDURE FOR CLASSIFIED PERSONNEL**

66.01 **SECTION I - GRIEVANCE PROCEDURE**

- 66.01.1 A dispute, disagreement or difference arising between any classified employee or group of employees and Administration or Board shall be handled initially by direct contact between the employee and his building principal or supervisor 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 delivered to the administrator in charge. If a grievance is not filed within ten (10) school days of its occurrence, it will no longer exist.

66.02            **SECTION II - GRIEVANCE PROCEDURE**

66.02.1        **STEP 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.

66.02.2        **STEP 2**

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 (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.

66.02.3        **STEP 3**

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 Clerk of the Board a written request for a meeting 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 ten (10) days after the date of notification. The meeting at Step 3 shall be before the Board of Education or a committee of the Board consisting of at least three (3) of its members. At that meeting, the grievant shall be present and the Board shall have in attendance the Superintendent and such others as it may determine. Not later than the ten (10) days following the conclusion of the hearing, the Board shall submit a written disposition to the employee involved in the grievance. The Board may elect not to hear any grievance.

66.02.4        **STEP 4**

- A.    If the grievant is not satisfied with the resolution at Step 3, the grievant may request that OAPSE file a request for arbitration. OAPSE must file such request within five (5) days of the Step 3 decision.
- B.    The Arbitrator will be selected pursuant to The Voluntary Labor Arbitration Rules of the American Arbitration Association. If an arbitrator is not selected from the first list, a second list shall be provided to the parties.

- C. The arbitration step of the grievance procedure shall be conducted pursuant to The Voluntary Labor Arbitration Rules of the American Arbitration Association.
- D. The fees and expenses for the arbitrator and the transcript of the arbitration hearing shall be borne by the party who loses the arbitration case. Each party shall bear the cost of its own witnesses, exhibits and counsel.
- E. The decision of the arbitrator shall be final and binding on the parties. The arbitrator shall not have the power to add to or subtract from or modify any of the terms of the Agreement.

66.03 **SECTION III - REPRESENTATION**

- 66.03.1 At any of the steps hereinbefore set forth, the employee may appear:
- 1. Alone on his/her own behalf; or
  - 2. Accompanied by a representative of the Union

66.04 **SECTION IV**

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

66.05.1 **SECTION V**

Nothing contained herein shall interfere with an employee's right to meet voluntarily with the administration.

66.06.1 **SECTION VI**

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.

## **APPENDIX**

1. Employees Assistance Program
2. Criminal Histories
3. Application for Assault Leave (HR2936)
4. Grievance Form
5. Application for the use of Personal Leave (HR2934)
6. Application for use of Sick Leave (HR9232)
7. Memorandum of Understanding

## EMPLOYEES ASSISTANCE PROGRAM

### 1. **Purpose**

The Cleveland Heights–University Heights Board of Education and its Local 795 bargaining unit have established an Employees Assistance Program to provide constructive ways to help bargaining unit members when chemical use problems or personal/life problems interfere with job performance.

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

### 2. **Job Jeopardy**

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

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

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

### 3. **Privacy and Confidentiality**

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

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

### 4. **Contract Service**

The specified services will be supplied by a provider agreed upon by the Board and the Union. The provision of service by a non-aligned third party will help insure confidentiality and privacy while maintaining expert diagnostic assistance. The primary focus of the program is to provide diagnostic and referral services to members of the 795 bargaining unit in need. The contracted agency or individual may provide direct service or will refer to appropriate community agencies.

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

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

5. **Referral**

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

1. Self Referral - The member may recognize the need for assistance and seek assistance through the program.
2. Family Referral - The spouse or immediate dependents may initiate service for the member by contacting the agency and encouraging participation.
3. Supervisory and/or Union Referral - Local 617 or supervisors may refer members to the Employees Assistance Program.

6. **Literature**

Initial literature announcing and describing the Employees Assistance Program for Local 617 shall be published and distributed by Local 617 on Local 617 letterhead. This initial literature shall be approved by both the Superintendent of Schools and the President of the Union and shall be signed by both.

## CRIMINAL HISTORIES POLICY

### POLICY

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

### PROCEDURE

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

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

**CLEVELAND HEIGHTS-UNIVERSITY HEIGHTS CITY SCHOOL DISTRICT**  
**Human Resources Department**

**APPLICATION FOR ASSAULT LEAVE**

***Pursuant to the provisions of the negotiated agreements with the Cleveland Heights-University Heights City School District and the Cleveland Heights Teachers Union, Local 795, AFT, and the OAPSE Locals 102 and 617, I hereby apply for assault leave and, in support of my application, state the following:***

Employee Name: \_\_\_\_\_ Building: \_\_\_\_\_

I began my absence on: \_\_\_\_\_ I returned to duty on: \_\_\_\_\_

I was assaulted on: \_\_\_\_\_ by: \_\_\_\_\_

(name of employee or student)

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

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

The assault was witnessed by: \_\_\_\_\_

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

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

I treated \_\_\_\_\_ on the following dates: \_\_\_\_\_

\_\_\_\_\_ and have/will discharge(d) \_\_\_\_\_

\_\_\_\_\_ from further treatment on \_\_\_\_\_

In my opinion, \_\_\_\_\_ was totally disabled from \_\_\_\_\_

to \_\_\_\_\_ and will continue to be totally disabled until \_\_\_\_\_

The disability for which I treated \_\_\_\_\_ is \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Physician                      Signature of Physician                      Date

HR2936

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

**GRIEVANCE FORM**

No.: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

Please provide the following from Agreement:

ARTICLE # \_\_\_\_\_ SECTION# \_\_\_\_\_ PARAGRAPH# \_\_\_\_\_

- 4. Relief Sought: \_\_\_\_\_

- 5. No. of employees involved \_\_\_\_\_
- 6. Date of occurrence \_\_\_\_\_

- 7. Witnesses: \_\_\_\_\_

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

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

\_\_\_\_\_  
Signature of Employee's Supervisor

Copies sent to:

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

Date:

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

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**

HR2934

**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. 20\_\_\_\_  
\_\_\_\_\_ p.m. 20\_\_\_\_

I returned to duty \_\_\_\_\_ a.m. 20\_\_\_\_  
\_\_\_\_\_ p.m. 20\_\_\_\_

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

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

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

Name of attending physician: \_\_\_\_\_

Address: \_\_\_\_\_ Date(s) Consulted: \_\_\_\_\_

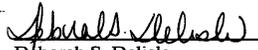
Signature of Employee: \_\_\_\_\_

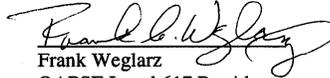
**Section 3319.141 of the Ohio Revised Code provides in part as follows: A board of education shall require a teacher or non-teaching school employee to furnish a written, signed statement on forms prescribed by such board to justify the use of sick leave. If medical attention is required, the employee's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

HR29

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

  
Michael Cicero  
Board President

  
Deborah S. Delisle  
Superintendent

  
Frank Weglarz  
OAPSE Local 617 President