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**AGREEMENT**  
**BETWEEN THE**  
**CLEVELAND HEIGHTS-UNIVERSITY HEIGHTS CITY**  
**SCHOOL DISTRICT BOARD OF EDUCATION**

**AND THE**  
**THE MONITORS UNIT**

**July 1, 2019– June 30, 2020**

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

Elizabeth Kirby, Superintendent

**THE BOARD OF EDUCATION**

Jodi Sourini	President
James Posch	Vice President
Dan Heintz	
Malia Lewis	
Beverly Wright	

**THE NEGOTIATING TEAMS**

**For The Board of Education:**

A. Scott Gainer	Treasurer
Dr. Paul Lombardo	Assistant Superintendent - Human Resources & Operations
Felisha Gould	Assistant Superintendent
Bryan Loretz	Supervisor of Safety and Security
Byron Hopkins	Principal, Cleveland Heights High School
Rachael Coleman	Principal, Roxboro Middle School
Lindsay Gingo	Board Counsel

**For The Cleveland Heights Teachers**

**Union:**

Ari Klein	President
Karen Rego	1 <sup>st</sup> Vice President
Tamar Gray	2 <sup>nd</sup> Vice President
Brian Schaner	3 <sup>rd</sup> Vice President
Debbie Frost	4 <sup>th</sup> Vice President
Jennifer Bennett	Treasurer
Sharolyn Glenn-Colley	Monitor Steward

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## **PHILOSOPHY OF EDUCATION**

### **Resolution No. 70-2-47 Adopted by Board of Education February 9, 1970**

The educational organization, administration, development and programs within our school system are to be guided by the following premises:

- A. All children are entitled to a public education that will encourage the fullest development of their individual talents.
- B. Learning is essential to individual independence and the general welfare of the changing American society.
- C. Effective learning develops both intellectual and emotional qualities and is for action; its proper evaluation lies in the quality of resultant activity, not mere response.
- D. Organized education, a deployment of human and material resources as means toward learning, implies learning for all - students, teachers, administrators - at different levels of understanding and maturity.
- E. Organized education is at its best when graced with experimental attitudes and dedicated to the proposition that all issues between organization and learning shall be resolved in favor of learning.
- F. All rewards and penalties adopted in the organization of education become legitimate only insofar as they assist learning.
- G. For purposes of learning and growth, internal motivations are more valuable than the external, such as, grades and competition.

The primary people in our school system are first, the students, and next, the teachers. Accordingly, they will be given primary consideration in any action taken by the Board of Education.

Our school system will provide training in the basic skills.

Our school system should provide a framework in which basic problem-solving and personal adjustment methods can be learned in an orderly, phased, and wholly accessible manner.

Our school system should educate toward both responsibility and responsiveness. It should provide greatly enriched conditions for individual growth in self-awareness, in a larger social awareness, and in controlled and meaningful response both to inner and to outer influences. It should strive to heighten the developing student's appreciation of the cultural and individual diversity within the human family, and improve his skill in working harmoniously and creatively with that diversity, since this is a rich resource for innovative and successful growth.

A major effort of the teaching-learning provided should be the early development of positive self-assurance and the continuing development of individual potential to deal with a changing society, to think rationally and creatively, to be independent and productive, and to choose rewarding life activities. Thinking, creativity, independence, productivity, and activity are also characterized by individual differences. Yet they must meet external requirements, and then change with the changing society.

CONTRACTUAL AGREEMENT FOR SCHOOL MONITORS BETWEEN THE  
CLEVELAND HEIGHTS–UNIVERSITY HEIGHTS BOARD OF EDUCATION AND THE  
UNIT CONSISTING OF MONITORS AS REPRESENTED BY  
THE CLEVELAND HEIGHTS TEACHERS UNION

**PREAMBLE**

1. **WHEREAS**, pursuant to a pre-election agreement as set forth as Appendix A in original agreement effective May 17, 1982, the Cleveland Heights Teachers Union, has been duly elected as the representative of a unit consisting of the school monitors, the Cleveland Heights–University Heights Board of Education will discuss with Cleveland Heights Teachers Union, matters concerning salaries, benefits and terms and conditions of employment; and
2. **WHEREAS**, after extended negotiations, the Board and the Cleveland Heights Teachers Union have reached agreement; **THEREFORE BE IT RESOLVED**, that the following Agreement is adopted.



# CONTRACT

## 1.0 RECOGNITION

The Cleveland Heights–University Heights Board of Education recognizes the Cleveland Heights Teachers Union, as the sole and exclusive bargaining agent for the school monitors.

This Agreement shall be for a period beginning July 1, 2019 and terminate on June 30, 2020.

## 2.0 BARGAINING PROCEDURE

The Board and the Union for the Monitors shall be represented at all bargaining meetings by a team of negotiators, not to exceed four (4) members and one consultant each. All negotiations shall be conducted exclusively between said teams.

### 2.01 Bargaining 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 (3) months prior to the termination date of any existing agreement.

### 2.02 Consultants

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.

### 2.03 Progress Reports

The Union for the Monitors retains the right to issue general reports to its membership on the progress of negotiations.

### 2.04 Good Faith and Executive Session

Each team shall bargain in good faith, and no meeting shall end without the scheduling of the next meeting. Each meeting will be held in executive session.

### 2.05 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.

### 2.06 Exchange of Information

The Board shall make copies of any and all public records deemed to be relevant to negotiations, or reasonably necessary for the proper enforcement of the terms of this contract, available to the Union for the Monitors upon its request. Requests for such records shall be directed to the Superintendent or the Treasurer, and they or administrative personnel designated by them shall be responsible for the furnishing of such records.

**2.07 Agreement**

When consensus is reached on those matters being negotiated, the understanding of the parties shall be reduced to writing and submitted for ratification and then to the Board for its approval. If agreement is reached among negotiators, the Union negotiators agree to recommend ratification. 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.

**2.08 Action by the Board**

Within thirty (30) days from the time the agreement, ratified by the Monitors Unit, is presented to the Board, the Board shall take action upon the recommendations submitted. If approved, approval shall be final and shall become a part of the official minutes of the Board with implementation by all parties concerned as soon as practicable.

**2.09 Alternative Dispute Settlement Procedure**

In the event an agreement is not reached by the expiration of this Agreement, negotiations shall continue for ninety (90) days and the contract shall be extended during that time. If after such extended negotiations, agreement is not reached, the parties shall appoint an arbitrator to resolve the dispute by arbitration. In the event the parties are unable to agree upon an arbitrator within a week, the matter shall be submitted to the American Arbitration Association and the arbitrator shall be selected from a list supplied by the American Arbitration Association pursuant to its rules.

There shall be conventional arbitration of all unsettled issues. The arbitrator must make any first year wage adjustments retroactive to the first day following expiration of the original contract. Otherwise, the arbitrator shall only be limited by the rules of the American Arbitration Association.

The Union and the Board shall share the costs of the arbitration equally.

The issuance of the award constitutes a binding mandate on the Board and the Union to take whatever actions are necessary to implement the award. This procedure supersedes any of the procedures set forth in Section 4117.14 of the Ohio Revised Code and supersedes the Pre-Election Agreement of May, 1981. Further, this agreement constitutes a waiver of the right to strike under Section 4117 of the Revised Code.

Violation of the provisions of this Article by any employee may result in dismissal.

**2.10 Consistency with Law**

If any provisions of the agreement between the Board and the Union for the Monitors shall be found contrary to law, then such provisions or applications shall not be deemed to be valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. If it is

mutually agreed that changes are to be made in the negotiated agreement while it is in force, the negotiation process will make such changes.

### **3.0 EXCLUSIVE BARGAINING AGENT AND NON-DISCRIMINATION**

The Union having earned the right as sole and exclusive bargaining agent, the Board shall neither contribute to nor encourage the creation or growth of any rival organizations, which have had or seek bargaining rights.

- 3.01** The Union agrees to continue to represent and accept into membership all members of the bargaining unit, without discrimination on the basis of race, color, religion, national origin, gender, ancestry, age, disability, or sexual orientation.
- 3.02** The Board agrees to continue its policy of not unlawfully discriminating against any employee on the basis of race, color, religion, national origin, gender, sexual orientation, disability or age, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment of members of the bargaining unit.
- 3.03** No employee in the bargaining unit shall be appointed, reduced, removed or in any way favored or discriminated against because of race, national origin, religion or marital status, and, to the extent prohibited by law, no person shall be discriminated against because of age, sexual orientation, or disability.
- 3.04** Neither the Board nor Union shall interfere with, intimidate, restrain, coerce or discriminate against any employee because of the exercise of rights to engage or not to engage in Union activity.
- 3.05** 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 this agreement.
- 3.06** Each school shall provide adequate space on the present bulletin board for Union 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 the Union of the exclusive use of the space reserved for the Union.

### **4.0 UNION DUES AND VOLUNTARY POLITICAL DEDUCTIONS**

- 4.01** The Board will deduct from pay of each employee who so authorizes it to do so, in writing, the required amount of fees for the payment of Union dues and voluntary political deductions (COPE) dues on a bi-weekly basis. The authorization for dues shall comply with the provisions of the law and shall be revocable as described in Article 4.06. The Union will notify the Board, in writing, of any modifications to COPE deductions.
- 4.02** The Union recognizes its obligation to fairly and equitably represent all members of the bargaining unit, whether or not they are members of the Union.

- 4.03** No member of the bargaining unit is required to become a member of the Cleveland Heights Teachers Union.
- 4.04** The Board shall provide, on request, a list of all members of the bargaining unit, and the dues deductions; a list of new bargaining unit members; a list of bargaining unit members returning from leaves of absence; a list of bargaining unit members granted leaves of absence and a list of employees who terminate employment.
- 4.05** The Union 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 dues, to indemnify and defend the Board for any liability imposed on it as a result of any such suit, claim or administrative proceeding. Such indemnification and defense shall not extend to claims against the Board for discrimination on the basis of race, color, religion, national origin, sex, ancestry, age or disability, 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, Superintendent, and all members of the administrative staff. Should this indemnification agreement be found invalid or void by any court, the issue may be reopened for negotiations by request of either party.
- 4.06** Any member of the bargaining unit who wishes to revoke his/her dues deduction authorization, and therefore withdraw membership in the Union, shall do so in accordance with Union membership withdrawal procedures that comply with provisions of the law. The Union will within three (3) working days notify the school district Treasurer/CFO or his/her designee when the dues deduction authorization is revoked by any employee, so that the Treasurer/CFO can stop deducting dues. Union membership withdrawal procedures will be provided to the Board upon request.
- 4.07** Should Article 4 of the Contract (or portion thereof) fail to comply with the provisions of the law, such Article or portion thereof, shall be automatically void, but all other provisions of Article 4 shall remain in full force and effect. At the request of either party, the parties will meet no later than sixty (60) calendar days after a determination of unlawfulness, in order to bring Article 4 (or portion thereof) of the Contract into compliance with law.

## **5.0 PERFORMANCE AND HEALTH REQUIREMENTS**

Each monitor is responsible to the Superintendent for compliance with the Policies and Rules and Regulations of the Board, through the administrative office in charge of the area of his/her employment. Promptness and adherence to employment hours shall be required for each monitor by the supervising officer.

The administrative officer in charge of the area determines and administers rules and regulations for his area of responsibility under authority delegated.

Each monitor must comply with all Board policies and administrative regulations.

All monitors are expected to perform in accordance with the job description and as directed by their supervisor(s). Unless conditions exist which may be considered unsafe, when students are in session, monitors shall not be assigned to cleaning and maintenance duties.

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

**5.01** A health examination may be required of any monitor when deemed advisable by the administration. Such examination shall be at Board of Education expense except that such cost shall not include any items covered by the hospitalization and medical policies. The monitor shall in writing authorize the examining physician to release the complete results of the examination to the Director of Human Resources. Reports of all such examinations are required to be a part of confidential employee medical records in the Human Resources Department.

**5.02** All monitors, regardless of the number of hours worked per year, shall, if required, have an annual x-ray or other test to determine if tuberculosis in a communicable stage is present and be required to submit authoritative medical proof to a designated person by a designated date. All new monitors shall be required to comply with the law before remuneration.

Any monitor who submits a written statement from his/her physician saying that such test is inadvisable for medical reasons shall be required to submit such a statement annually or be required to have such test. It shall be the monitor's responsibility to submit the statement to a designated person by a designated date. Noncompliance by a monitor in any condition listed in this section within 30 days of the designated date may result in suspension from duty without remuneration until the requirements are fulfilled or may be the basis for the termination of employment.

**5.03** Notification of T.B. testing dates in the school district shall be sent by placing the notice in the monitor's school mail box, to all monitors in this unit prior to the scheduled dates. A mail box will be provided in each building for monitors in buildings where monitors are assigned.

## **6.0 COMPENSATION, DEDUCTIONS, PAY DATES**

Compensation received by all employees is subject to income tax deductions and other employee approved deductions.

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

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

Salary checks for all employees covered by this agreement shall be paid every two weeks on Fridays. The pay date shall be two weeks after the completion of the payroll period. If the pay date is a non-working day, payment shall be made on the preceding work day.

All bargaining unit members will receive their pay through Automatic Deposit.

## **7.0 PAID HOLIDAYS**

All monitors are entitled to a minimum of the following holidays for which they shall be paid their regular rate of pay provided the monitor accrued earnings on his/her next preceding and his/her next following scheduled work day before and after such holiday: New Year's Day, Martin Luther King Day, Memorial Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, December 26 and Good Friday of each year. In addition to the aforementioned holidays, the Board of Education may declare any other day, as a holiday, and shall pay all such monitors their rate of pay provided such holiday falls during the normal work week of the employee. (O.R.C. 3319.087) The Board has in the past recognized the following holidays:

President's Day  
Rosh Hashanah  
Yom Kippur  
Day after Thanksgiving

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

**7.01** When a holiday falls on a day on which a monitor is absent because of illness, for which pay is allowed, the absence shall not be counted against sick leave and salary shall be allowed.

When a holiday comes immediately at the end of a period of absence for which pay is allowed, it shall not be counted as part of the absence, provided the monitor resumes his duties on the next regular work day.

**7.02** When a holiday falls within a period of absence of a monitor for which no pay is allowed, then no pay shall be allowed for the holiday.

**7.03** Payment for a holiday will only be made where the monitor works his/her regularly scheduled day prior to and subsequent to the holiday, except that this requirement will not be enforced if the monitor is ill on the day before or after the holiday and furnishes a doctor's certificate to his/her inability to work because of illness and would have received sick leave pay.

**7.04** When a legal holiday falls on a Sunday, the following Monday shall be observed, provided the holiday is officially declared as a national holiday. December 26 shall be a paid holiday.

## **8.0 LEAVES OF ABSENCE**

**8.01** **Sick Leave** shall be earned and accumulated at the rate of 1-1/4 days per month of employment to a maximum of fifteen (15) days per year. The Treasurer shall provide each monitor with a statement of accumulated sick leave at the end of each pay period.

The Treasurer shall provide each monitor with a statement of accumulated sick leave on each pay stub.

All members of the bargaining unit shall be credited with current sick leave at the beginning of the school year and to the extent that any bargaining unit member has less than 5 days at such time, shall be advanced sick leave so there is a minimum of 5 days. Such advance shall not be credited unless the employee has reported on the first contract day, excluding Labor Day. No additional sick leave shall be credited until the advanced days have been earned. If for any reason a member is terminated or resigns prior to the completion of a full contract year and has used more than the amount of sick leave earned, any excess over the five (5) days provided, shall be deducted from the member's final pay. Nothing herein shall be considered to create an expectation that unpaid leave will be granted to any member who has exhausted all sick leave and advancements nor is the Board in any way limited in taking appropriate disciplinary action, up to and including termination, for any unauthorized absence without approved leave.

**8.011** Sick leave shall accumulate to a maximum of fifteen (15) days per year for full time employees with part time employees on a prorated basis 1 1/4 four-hour days of such leave for each month worked. Accumulated sick leave is available only after current annual sick leave credit is used. Unused sick leave shall be cumulative without limitation.

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

**8.012** Sick leave shall be used for personal illness, pregnancy, injury, exposure to contagious disease, illness or death in the immediate family. The immediate family includes wife, husband, child, father, mother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, the employee's grandfather or grandmother, and members of the immediate household of the monitor. In case of contemplated absence under these circumstances, the monitor shall report by phone, in writing or personally to the immediate supervisor giving the date of contemplated absence and citing the circumstances.

- 8.013** Sick leave may be used to attend hearings held by the Ohio Bureau of Workers' Compensation for claims filed by a member of the bargaining unit concerning injuries that occurred while on the job or arising out of employment. Should a member of the bargaining unit prevail at the Ohio Bureau of Worker's Compensation hearing, then sick leave consumed to attend the hearing shall be restored.
- 8.014** Sick leave shall be used, also, for the death of the following: son-in-law, daughter-in-law and grandchild.
- 8.015** 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.
- 8.016** When a monitor reports for work on his normally scheduled working day and because of illness is excused from performing his full work day, he will be "charged" sick leave for the hours missed.
- 8.017** When the Board administration has reason to believe that a monitor is abusing his/her sick leave privilege, the administration, after notice to the monitor, may require the monitor thereafter furnish verification respecting further sick leave before such will be allowed.
- 8.018** Payment for sick leave is obtained by entering an absence via the internet or calling the Automated Substitute Management System using the individual PIN assigned when first registering with the system. Entering an absence by internet or calling in to the Automated Substitute Management System is considered a digital signature. The Assistant Superintendent - Human Resources and Operations may require a physician's statement consistent with Ohio Revised Code Section 3319.141.

Section 3319.141 Ohio Revised Code provides in part as follows: A board of education shall require a teacher/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 when he/she was consulted.

Monitors are required to follow the appropriate procedure for the use of sick leave. Falsification of the use of sick leave is grounds for suspension or termination of employment under Ohio Revised Code Section 3319.16.

- 8.019** A monitor 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.



**8.020** Bargaining unit members with accumulated sick leave in excess of thirty days shall be entitled to the following sick leave incentives to be purchased by the Board:

Use of 0 days of sick leave in a school year - \$300.00

Use of 1 day of sick leave in a school year - \$200.00

Use of 2 days of sick leave in a school year - \$100.00

Members of the bargaining unit shall be issued sick leave incentive payments no later than August 1 after the school year in which such incentives were earned.

**8.02** **Parental Leave** – Sick leave to a maximum of twenty (20) working days may also be used as leave to be taken within three weeks after the delivery of the employee’s child occurs while schools are in session and the non-gestational employee is working as a monitor.

**8.03** **Assault Leave**

**8.031** Pursuant to O.R.C. §3319.143, an employee who is unable to work because of a physical disability, or for a psychological condition allowed in the corresponding workers' compensation claim, 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, up to a maximum of two (2) years, 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.

**8.032** No payment shall be made or required for any period during which the employee elects to take sick leave.

**8.033** The employee shall not qualify for, or accrue, assault leave except upon submission of an application on a form to be furnished by the Board of Education justifying the granting of assault leave; and if the employee receives medical attention, the employee shall furnish a certificate from the licensed physician, stating the nature of his/her disability and its expected duration. The Board shall have the right to have the monitor 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 a signed statement, assault leave form, or a physician’s certificate is grounds for disciplinary action up to and including termination.

- 8.034** Payment of assault leave shall be at the regular rate of pay in effect for such employee at the time of such assault. Payment shall also include payment being made or contracted to be made under supplemental contracts during the school year in which the assault occurs.
- 8.035** An employee who is on assault leave must apply for disability benefits under SERS as soon as the employee becomes eligible. Board payment for assault leave shall be discontinued as of the date of the SERS board decision as to whether the employee is eligible for disability benefits or is otherwise eligible for SERS benefits for age or for retirement. An employee who has not been granted SERS disability benefits will be expected to return to work or, if the employee presents appropriate medical documentation, may continue on an unpaid medical leave pursuant to the provisions of Section 8.041 of this Negotiated Agreement. In all other respects not covered by this section, the provisions of O.R.C. §3319.143 shall apply. The Board shall have the right to schedule periodic medical examinations at its expense, not to exceed one every 90 calendar days ~~per~~ of an assault leave, to confirm the continuing disability. If the medical examination differs from the bargaining unit member's licensed medical physician's medical opinion, the Board may require the employee to obtain a third medical examination from a medical-board-certified physician selected by both the bargaining unit member and Board at the Board's expense. (In the event the parties cannot reach agreement on the physician selection, a referral will be sought by the bargaining unit member and Board through the Cleveland Clinic Foundation and/or University Hospital System for an in-network medical-board-certified physician who has not previously treated the bargaining unit member.) The opinion of the third health care provider is final.
- 8.036** An employee who retires pursuant to this section shall have the right to be returned to assignment up to five years after retirement. Upon request, the retiree will be returned to assignment at the beginning of the subsequent school year provided that an appropriate physician's statement is submitted to the Assistant Superintendent - Human Resources and Operations by May 1 of the preceding school year.
- 8.037** 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 disability.
- 8.038** In addition to the above, any monitor who sustains a medically verified injury in the course of his/her employment while separating students engaged in a fight or while restraining a student, and who is unable to work due to such injury, shall be eligible for Assault Leave for the first seven days of the period of disability. The monitor shall comply with all provisions of assault leave.

**8.04 Medical Leave**

**8.041** When a monitor has exhausted his/her accumulated sick leave and is unable to return to work, the monitor shall be placed on unpaid medical leave of absence until such time as the monitor begins disability retirement under the School Employees Retirement System of Ohio or until the monitor returns to assignment. Such leave shall not exceed two years and may, at the discretion of the Board be extended for up to two years.

**8.042** The monitor shall provide written notice to the Superintendent requesting medical leave, which shall specify the expected duration of the medical leave.

**8.05 Pregnancy Leave**

**8.051** A monitor will notify the Assistant Superintendent - Human Resources and Operations in writing of her pregnancy promptly after she learns that she is pregnant. She will also notify the Assistant Superintendent - Human Resources and Operations in writing of the anticipated delivery date promptly after her doctor informs her of that date.

**8.052** Accumulated paid sick leave may be used by a pregnant monitor for such period before and after delivery as is recommended in writing by her physician, except that a physician's report shall not be required for use of such leave during the six (6) weeks prior and the six (6) weeks subsequent to delivery.

**8.053** If a pregnant monitor prefers not to use accumulated paid sick leave or exhausts her accumulated sick leave credit, upon application, a leave of absence without pay or benefits will be granted for any time during the last eight (8) months of pregnancy and the leave is to continue until the end of the school year in which it is granted.

**8.06 Child Care Leave**

**8.061** Following the delivery of a child during a school year, either the father or mother shall be eligible for an unpaid child care leave for the remainder of the school year.

**8.062** An additional two child care leaves will, upon request, be granted each for an additional full school year.

**8.063** The granting of such leaves will be on condition that the monitor 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 monitor and the monitor will not receive credit on the salary schedule during the child care leave.

**8.064** A monitor who is granted such leave shall not have the right to return to employment except at the beginning of a school year. If, however, the Assistant Superintendent - Human Resources and Operations is notified of

this desire, and if a suitable vacancy exists or occurs, an attempt will be made to return the monitor to employment.

**8.065** Only one parent is eligible for a child care leave when both parents are employees of the District.

**8.07 Adoption Leave**

Leave without pay shall be granted to a male or female monitor who becomes the parent of a child by adoption. Such leave shall begin any time within thirty-one (31) working days after the adopted child becomes a resident of the household and only if the adopted child is under the age of five on the date the adopted child becomes a resident of the household. Such leave shall extend for the balance of the school year. An additional two leaves will, upon request, be granted, each for an additional full school year. Additionally, sick leave to a maximum of thirty (30) 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 such leave. Prior notice should be given as early as possible. If extenuating circumstances are presented in writing to the Assistant Superintendent - Human Resources and Operations, a maximum of thirty (30) additional days may be granted at the discretion of the Administration.

**9.0 LEAVES – PERSONAL, JURY, COMPULSORY, AND OTHER**

**9.01 Personal**

Personal leave not to exceed three (3) days a year shall be granted each monitor. Personal leave may be used for such occasions as religious holidays, graduation of members of the immediate family or personal business that cannot be performed at any other time. Personal leave is not to be used in place of sick leave or for vacation purposes. Personal leave is intended to cover emergency or critical business that cannot be performed at any other time. The accumulation of personal leave shall not exceed five days.

Personal leave shall be requested in writing, giving the reason for the request to the Director of Safety and Security. When feasible, such request shall be made at least one (1) week prior to the date requested for such leave. A copy of this request shall be forwarded by the monitor to his/her immediate supervisor. The monitor is to be notified of the approval or denial of his/her request at least one (1) work day prior to the time for which leave is requested.

Emergency arrangements for personal leave shall be made with the Director of Safety and Security and shall be confirmed in writing within three (3) days upon return to duty. The monitor shall also notify his/her immediate supervisor of such personal leave.

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.

Personal leave can be granted only when no compensation is received by the monitor from other than school funds.

Personal leave shall be for personal business, which cannot be performed at any other time. Falsification of such leave shall be grounds for disciplinary action up to and including termination.

A monitor who resigns from employment effective April 1st or earlier in a school year shall be entitled to personal leave days on a prorated basis. The School District will deduct from the final paycheck a prorated amount for days which the employee used in excess of the prorated allotment. Likewise, the School District will pay the employee a prorated amount for accumulated personal leave which was not taken.

**9.02 Jury Duty**

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

**9.03 Compulsory Leave**

A person required to respond to a subpoena issued in a matter involving discipline of a student or a court proceeding involving a student or a court proceeding involving professional services related to employment, during a vacation period, shall be compensated at \$100 total for up to four (4) hours, and \$25 per hour (in quarter hour increments) for greater than four (4) hours, to a maximum of \$200 per day, upon submission of verification to the Assistant Superintendent - Human Resources and Operations.

A person required to respond to a subpoena or warrant or court proceeding involving discipline of a student or a court proceeding involving a student or a court proceeding involving professional services related to employment, resulting in involuntary absence during a school period will receive full compensation upon submission of verification to the Assistant Superintendent - Human Resources and Operations.

Any compensation received by the person, other than the above for compulsory leave pay, including but not limited to witness fees, etc., must be paid to the Board of Education. Time served under compulsory leave will not be charged to sick or personal leave.

**9.04 Professional Leave**

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.

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.

Applications for professional leave shall be made on forms secured from the employee's immediate supervisor. Applications shall be completed at least two (2) weeks prior to the intended leave, except where circumstances make this impossible.

**9.05 Other**

A monitor having ten (10) years of service with the Board may submit a written request for a leave of absence for reasons other than illness or disability. Each request shall be judged on its 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 such leaves per year will be considered.

Eligible monitors who are on an approved Board of Education leave of absence shall have the opportunity of continuing to receive group insurance coverage benefits. Such monitors 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.

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

**9.06 Part-Time Proration**

As to sick and personal leave, members of the bargaining unit employed on less than a full-time basis shall be entitled to such leave prorated according to their fraction of full-time employment. If an employee is hired after the beginning of a school year, the employee will be entitled to such leave prorated according to the portion of the year served.

**9.07 Eligibility For Fringe Benefits While On Leave**

As to leaves taken pursuant to Sections 8.0 and 9.0, employees will waive retirement and all other benefits during the period of such leave except that the Board will, on request, continue the insurance coverage with the following provisions:

- A. The employee may choose among the benefit packages as follows:
  - 1. Medical and hospitalization, including Medicare Section 10.02.
  - 2. Dental, Vision, Prescription Drug, and Skilled Nursing package, Section 10.031.
  - 3. Fixed cost income disability and life insurance, Section 10.035.
- B. The employee shall choose one package or multiple packages in any combination.

- C. The cost of the benefits chosen shall be borne by the employee.
- D. The choice shall be made before starting the leave and, once made, shall not be changed, except that the employee may elect at any time to discontinue all benefits for the duration of the leave.
- E. The employee cannot choose benefits in which the employee was not participating prior to the leave.

**9.08 COBRA Eligibilities**

The Consolidated Omnibus Budget Reconciliation Act of 1986 requires that employers offer certain health plans which were enjoyed by employees and/or their dependents that have lost coverage due to a change in dependency and/or employment status, including termination.

The COBRA qualified beneficiary may elect to continue health coverages they previously enjoyed with the following provisions:

- A. The COBRA qualified beneficiary may have two choices as follows:
  - 1. Medical and hospitalization including Medicare, Section 10.02.
  - 2. Dental, Vision, Prescription Drug and Skilled Nursing package, Section 10.031.
- B. The beneficiary shall choose one, both, or neither.
- C. The cost of the benefit or benefits chosen shall be 102% of applicable premium.
- D. Coverage notification, choice, payment, beginning, ending, shall all be in compliance with rules of COBRA.

**9.09 Catastrophic Leave**

Donations of sick leave days to establish and maintain a sick leave bank will be initiated by the Human Resources Department on a form designed and furnished by the Treasurer. Individual members of the bargaining unit may donate a maximum of ten days of sick leave in any one school year.

Any member of the bargaining unit who is currently absent due to a catastrophic, long-term, life-threatening illness or accident and has exhausted all of his/her accumulated sick leave, and has applied but has not yet been approved for SERS disability, is eligible to receive sick leave days donated by other members of the bargaining unit.

In addition, any member of the bargaining unit who is currently absent due to a member of the immediate household's catastrophic, long-term, life-threatening

illness or accident and has exhausted all of his/her accumulated sick leave, is eligible to receive up to twenty (20) days of sick leave donated by other members of the bargaining unit, as described herein.

For the purpose of this section, a “catastrophic illness or injury” shall be limited to matters which constitute a significant and serious medical condition such as:

- Amputation of a limb
- Spinal cord injuries
- Severe head injury/trauma
- Severe burns
- HIV spectrum disorders
- Cancer
- ALS (Amyotrophic Lateral Sclerosis)
- Cerebral Palsy
- Muscular Dystrophy
- Hemophilia
- Hepatitis
- Stroke or cerebrovascular event/accident
- Other serious rare disease(s) and/or debilitating conditions (as determined by a duly licensed physician)

Catastrophic or long-term illness is not intended to include maternity leave and/or absence due to childbirth. However, complications resulting from pregnancy or childbirth which result in a catastrophic illness or injury may be included.

Medical documentation shall be provided by the bargaining unit member to the Superintendent or his/her designee and made available when necessary for the determination of whether a catastrophic illness or injury has occurred and provided, as requested, to appropriate individuals.

The employee may make application to the Assistant Superintendent - Human Resources and Operations to draw from the sick leave bank on an application form agreed to by the Board and the Union. Approval to draw from the sick leave bank shall be granted by the Superintendent’s designee.

Employees qualifying under this section will continue to receive regular salary/wages and benefits until all donated days are exhausted. No employee will receive more donated sick leave than the workdays remaining in the school year in which they become eligible.

Should the employee be denied eligibility to draw from the sick leave bank, the Union shall have the opportunity to appeal directly to the Superintendent who upon hearing the appeal, shall, within ten days, issue a decision to either allow the employee to draw on the sick leave bank or uphold the denial of the employee’s application.



Upon notification that the employee is either denied or approved for SERS disability retirement, the employee will no longer be eligible to withdraw days from the sick leave bank.

Should the employee return to work after having drawn days from the sick leave bank, the employee shall contribute one sick day for every three days accumulated to the sick leave bank, to a maximum of five days per school year. Such contribution shall be deducted from the employee's final pay of the school year. Such deductions shall continue until such time as the contribution of sick days equals the number of sick days withdrawn from the bank or the employee retires or resigns. At the staff member's retirement from the District, any accumulated sick leave will be used to repay remaining sick leave days borrowed from the Sick Leave Bank before any redemption of unused sick leave is calculated.

## **10.0 INSURANCE AND FRINGE BENEFITS**

### **10.01 Definitions**

#### **10.011 Full Time and Part-Time**

For the purpose of insurance coverages, full-time shall be defined as a position which contemplates a regular schedule of eight (8) hours or more per day, Monday through Friday, for the full school year, a contemplation of 1,520 hours per year.

For the purpose of insurance coverages, part-time shall be defined as a position which contemplates an amount of hours per month based upon the yearly percentage of contemplated hours as compared to 1,520 hours per year.

### **10.02 Health Insurance**

#### **A. Medical and Hospitalization**

##### **1. Hospitalization**

The Board shall provide single or family medical coverage in SuperMed Plus (non-gatekeeper).

Effective July 1, 2019 employee premium contribution will be as follows:

- i. Single coverage: \$700
- ii. Family coverage: \$1,850

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

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

2. Section 125 (Flexible Spending Account).
3. Hepatitis B vaccine for the employee.
4. Application  
Application for any of the above plans may be made at any time while employed. It is recognized that transfer between plans shall occur at established enrollment periods.
5. Cranial Prosthesis (Wigs)  
Coverage will be provided as follows: One Cranial Prosthesis (wig) will be covered when due to a medical condition and/or treatment. The maximum allowable cost will be \$200. The wig may be synthetic or human hair.
6. Second Routine Office Visit  
The current medical plan provides coverage for one routine office visit (either physical exam or OB/GYN exam) per year. One routine office visit for physical examination and one routine office visit for OB/GYN examination will be covered annually.
7. Medicare  
The Board will also provide Medicare coverage as elected by those 65 and over. Medicare will be paid annually to the individual.
8. Part-Time Prorate  
Members of the bargaining unit employed on less than a full-time basis who elect coverage under this Article will have this Board contribution prorated according to the fraction of full-time employment.
9. Existing Policies  
No contribution will be made by the Board toward family coverage if the applicant is being covered by an existing policy's family coverage fully paid by the contract-holder's employer.
10. Waiver of Coverage  
Any bargaining unit member covered under family coverage of the school district's health insurance who is eligible for family coverage or any bargaining unit member who subsequently becomes eligible for family coverage because of a change in marital status, who declares in writing to the District Treasurer before September 15 that he/she does not elect to be covered under one of the District's insurance options under Section A and E for the entire school year may opt out of the District Plan, if he/she is covered by another plan

outside the District. Said election shall be effective at the 1st day of the month following election and shall continue until a new election is made pursuant to the provisions of this section. Additionally, employees hired after September 1st and employees who first become eligible for benefits after September 1st may declare in writing to the District Treasurer that he/she does not elect to be covered under Section A and E or the remainder of the period from the date of hire through the subsequent August 31 may opt out of the District Plan, if he/she is covered by another plan outside the District. If an employee opts out of the medical plan coverage of the District, that employee may only be permitted to change his/her election and to reenroll under the health plan prior to the following August 31 if (1) there has been a change in status that would permit the employee to change his/her election under the applicable rules and regulations of the IRS under Section 125 of the Federal tax law, and (2) such change would be a qualifying event defined by the health plan of the school district. If the employee's election of no coverage remains in effect until the following August 31, said bargaining unit member shall be paid \$1,000 for the 12 month period from the effective date of his/her election [or number of months employed or eligible for benefits to August 31st if a new employee or first time eligible employee or to the end of the month for which coverage has not been received if the election is changed as permitted in this paragraph] (prorated for persons who have prorated insurance to the same percentage as paid by the Board for prorated insurance). The payment provided in this section shall be paid in a lump sum no later than June 30th in that school year that coverage was waived.

Any bargaining unit member under single coverage of the school district's health insurance plan who declares in writing to the District Treasurer before September 15 that he/she does not elect to be covered under one of the District's insurance options under Section A and E for the entire school year may opt out of the District Plan, if he/she is covered by another plan outside the District. Said election shall be effective at the 1st day of the month following election and shall continue until a new election is made pursuant to the provisions of this section. Additionally, employees hired after September 1st and employees who first become eligible for benefits after September 1st may declare in writing to the District Treasurer that he/she does not elect to be covered under section A and E for the remainder of the period from the date of hire through the subsequent August 31 may opt out of the District Plan, if he/she is covered by another plan outside the District. If an employee opts out of the medical plan coverage of the District, that employee may only be permitted to change his/her election and to reenroll under the health plan prior to the following August 31 if (1) there has been

a change in status that would permit the employee to change his/her election under the applicable rules and regulations of the IRS and under Section 125 of the Federal tax law, and (2) such change would be a qualifying event defined by the health plan of the school district. If the employee's election of no coverage remains in effect until the following August 31, said bargaining unit member shall be paid \$500 for the 12 month period from the effective date of his/her election [or number of months employed or eligible for benefits to August 31st if a new employee or first time eligible employee or to the end of the month for which coverage has not been received if the election is changed as permitted in this paragraph] (prorated for persons who have prorated insurance to the same percentage as paid by the Board for prorated insurance). The payment provided in this section shall be paid in a lump sum no later than June 30th in that school year that coverage was waived.

#### 11. Plan Design

The Board agrees to provide medical plan design coverage essentially equal to the coverage currently in effect for the Union, with the exception of Article 10.E. below, and as follows, effective January 1, 2020:

- a. Maximum out-of-pocket (deductible, plus coinsurance, plus medical and prescription co-pays): \$6,850/\$13,700, network; unlimited, non-network
- b. Outpatient Services
  - a. Non-Emergency use of an Emergency Room and Emergency Room Physician: \$100 copay, then 100%, network; \$100 copay, then 100%, non-network
- c. Telemedicine benefit
- d. SaveonSP Program: Members whose specialty medication is eligible for this Program shall enroll and participate; once properly enrolled, the member's responsibility shall be \$0 in copay. (If the SaveonSP Program is no longer available for a specialty medication, Article 10.E. copays shall apply.)

#### B. Spousal Employment

Where both spouses are employed in the bargaining unit by the District, coverage shall be limited to either one family coverage for both or dual single coverage. Employees must take dual single coverage when the spouses have no remaining dependents. In addition, one spouse (as designated to the Treasurer) shall receive a

lump sum payment of \$500 no later than June 30th in that school year for which coverage was waived.

C. Same Sex Domestic Partners

Bargaining unit members who either register their same sex domestic partner on the Cleveland Heights Domestic Partner Registry or are legally married are eligible for all benefits in this Article as bargaining unit members who are married to opposite sex partners.

D. Health Care Related – Insurance Committee

The Board and Union have a mutual interest in ensuring that employees and their families have the best benefits possible for the dollars spent on health care. Therefore, the Insurance Committee, comprised of representatives from all bargaining units and representatives from the finance department will meet at least quarterly to examine out health care plans to determine how to maximize cost efficiency and have a healthy workforce. The committee shall also investigate plan options and designs, and recommend any changes to be negotiated before the end of the current contract cycle.

E. Dental, Vision Care, Prescription Drug, and Skilled Nursing

These benefits are guaranteed as follows:

Dental: 100% Preventative (to include pit and fissure sealants) and 80% basic/major/restorative (to include implants) (annual limit of \$3,300) on dental; and  
80% orthodontia (lifetime limit of \$3,300)

Prescription Drug: \$6.00 deductible – generic  
\$15.00 deductible - name brand if no generic is available  
\$50.00 deductible - name brand if generic is available (this is subject to the plan appeal process)  
Retin-A or equivalent coverage is included for plan participants who are age 25 and older for medically necessary purposes only.

Vision Care: Eye Exam - up to \$70.00  
Lenses and Frames:  
Single Vision up to \$180.00  
Bifocals up to \$205.00  
Trifocals up to \$230.00  
Contacts up to \$130.00

Skilled Nursing: The benefits in effect in 1991.

Hearing: Hearing exam – up to \$70  
Hearing aides - \$1,000 per ear every 24 months

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

F. Adverse Selection and Part-Time Prorate

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

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

G. Existing Coverage

No contribution will be made by the Board under the plans listed in A. and E. above if the applicant is being covered under these plans through the coverage of another bargaining unit member.

H. Fixed Costs: Disability and Life Insurance

The Board will provide for income disability continuity coverage and life insurance the sum of \$20.55 per month, \$246.50 per year, for each full-time member of the bargaining unit.

1. The Board will provide full (\$63,000) life insurance coverage to all members assigned three-eighths (3/8) time or more, and half (\$31,500) life

insurance coverage to all members assigned less than three-eighths (3/8) time.

2. The Board will provide income disability coverage to all members regardless of part-time or full-time status.

Monthly Coverage                    \$ 12.55  
Total Yearly Coverage:            \$150.60

Income Disability:    Plan selected by the Union.

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

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

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

#### I. Multiple Bargaining Units

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

#### J. Changes

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

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

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

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

The Board recognizes that this collective bargaining agreement does not limit any right the Union may otherwise have to purchase insurance independent of the bargaining agreement for the Union's membership.

### **10.03 Retirement Severance Pay**

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

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

### **10.04 Employees Assistance Program (EAP) is provided under a contract between the Board provider, as negotiated.**

#### **10.041 Purpose**

The Cleveland Heights–University Heights Board of Education and the Teachers Union 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.



#### **10.042 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 alcohol 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.

#### **10.043 Privacy and Confidentiality**

When the bargaining unit member uses 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 employee 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 the 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.

#### **10.044 Contract Service**

The specified services will be provided 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 kinds 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

#### **10.045 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 - The Union or supervisors may refer members to the Employees Assistance Program.

#### **10.046 Literature**

Initial literature announcing and describing the Employees Assistance Program shall be published and distributed by the union on Teachers Union 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.

### **11.0 PERSONNEL FILES**

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

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

**11.01** No material pertaining to a monitor's services, conduct, character or personality shall be placed in the file, unless the monitor has had the opportunity to read, initial and date such material.

The monitor shall acknowledge having read material by putting his name and date when read, on it. The signature indicates only that the monitor has read the material, not that he/she is in agreement with its content. If the monitor refuses to so

acknowledge the reading, this fact shall be noted on the record along with the date of the reading.

- 11.02** The monitor has the right to respond to any material filed and to have this response attached to the file copy. Such attachments shall be submitted to the Board within sixty (60) calendar days of receiving the material.

By appointment, between the hours of 8:15 a.m. and 4:00 p.m., the monitor shall be permitted to examine his/her file and to reproduce any material in it. A monitor may also request, in writing, that his/her file be provided to him/her in electronic format, which, absent extenuating circumstances, will be provided within five (5) work days.

Any monitor 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.

## **12.0 CALAMITY DAYS**

All monitors shall be paid their appropriate rate of pay for all days or part of a day when schools in which they are employed are closed owing to an epidemic or other public calamity.

If required to report to work, a monitor shall report for and perform work.

Work shall be paid for at the rate of time and one-half (1.5). Calamity Days shall be counted as days worked.

## **13.0 PROBATION, PART-TIME, EVALUATION, PREFERENCE, RETENTION, SENIORITY, DISCIPLINE, LAYOFF, RECALL**

### **13.01 Probationary Period and Part-Time Consideration**

- a. All new employees shall serve a probationary period for the first sixty (60) work days of their employment. The Board or designee may discharge a probationary employee at any time during the sixty (60) 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.
- b. Except where otherwise 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. In the event a probationary employee is discharged, the Local President and employee shall receive a copy of the notice of discharge.

- c. Probationary monitors shall be considered regular monitors after successful completion of the probationary period. Part-time monitors shall be given consideration for full-time positions as full-time positions become available. Part-time monitors employed for two (2) years or more shall be offered full-time positions, as such positions become available, subject to the recommendation of the building principal.

### **13.02 Evaluations**

Every monitor shall be evaluated, on the standard negotiated evaluation form included herein, at least once each year, but no later than two weeks before the end of school. No evaluation of any monitor shall be placed in any personnel file without an opportunity for discussions between the monitor and the evaluator. Any negative evaluation shall include specific recommendations and means for improvement. The monitor shall have the right to review and respond to any derogatory comments and the right to union representation.

### **13.03 Preference, Retention and Seniority**

The Assistant Superintendent - Human Resources and Operations shall issue, on March 1, to each monitor, a preference request form on which the monitor shall state the number of hours preferred and the location preferred for his/her next assignment. Preference request forms are to be returned to the Assistant Superintendent - Human Resources and Operations by April 1. The Assistant Superintendent - Human Resources and Operations shall consider the preference request forms when making assignments and shall make a reasonable effort to satisfy the request forms.

During the last three weeks (May/June) of the school year, the Assistant Superintendent - Human Resources and Operations shall issue to each monitor, his/her tentative assignment for the next school year, which shall state the number of hours and location assigned. Monitors shall be retained in employment by order of seniority, most senior retained first, with seniority defined as length of service in the AFT bargaining unit, counted in years and fractional parts of years, regardless of number of hours assigned. The accumulation of seniority shall include working periods both before and after lay-off, but shall not include non-working periods during lay-off.

A monitor who accepts a position in another bargaining unit in the district may voluntarily return to their previous monitor position with no break in service within twenty (20) working days.

### **13.04 Discipline, Suspension, Discharge**

#### **A. Right to Representation**

A member of the bargaining unit shall have the right Union Representation at any conference with an administrator which he/she reasonably believes may result in disciplinary action.

B. Due Process

If an administrator determines there may be cause for disciplinary action and intends to make it a matter of record, the employee shall be informed of the following:

1. Reason for the meeting.
2. Scheduled meeting time(s) and date(s).
3. Topic of the meeting.
4. The right to a representative from The Union.

At the meeting(s), the employee will have the opportunity to respond to, rebut, offer mitigation, and/or accept the allegation(s) and intended action.

C. Disciplinary Responses

No employee shall be disciplined without just cause. Disciplinary responses shall be commensurate with the employee's offense, and progressive discipline will be followed. However, the parties fully recognize that more serious offenses may be dealt with by appropriate disciplinary action up to and including termination depending upon the nature and severity of the misconduct.

Disciplinary responses available to the Board include verbal or written reprimands, suspensions with or without pay and termination under Ohio Revised Code. Suspensions without pay are intended to be used for more serious disciplinary infractions. Disciplinary measures may be repeated depending on the circumstances of the infraction.

**13.05 Lay-Off**

The following lay-off provisions will take effect July 1, 2017:

Three to seven weeks before the end of the school year, the Director of Human Resources shall be allowed to lay-off up to twenty percent (20%), one-fifth, of the monitor staff, for the next school year. For purposes of this section each monitor, regardless of hours assigned (part time/full time) shall be counted as one. Monitors shall be laid-off by order of seniority, least senior removed first, with seniority defined as in 13.03 above. During this time period the Assistant Superintendent-Human Resources and Operations shall issue lay-off letters to the aforementioned for the next school year.

**13.06 Recall**

Monitors who have been laid off shall be placed on a recall list according to seniority, most senior being recalled first. No new hires shall occur while a recall

list exists unless all names on the recall list have refused recall. Seniority and experience credit cannot be earned during the period of lay-off.

Recall notices shall be sent by certified mail to the last known address, and monitors shall, at the time of recall, be given fifteen calendar days, from receipt or attempt of delivery, to respond to the notice, and thirty calendar days from receipt or attempt of delivery to report to work.

Monitors' names shall be removed from the recall list for the following reasons:

- a. the monitor does not respond to recall within fifteen calendar days of receipt or attempt of delivery; or the monitor does not report to work within thirty calendar days of receipt or attempt of delivery; or
- b. the monitor accepts or declines recall; or
- c. the monitor resigns; or
- d. two years have elapsed since the monitor's name was placed on the list.

During periods of school recess (spring, summer, winter) monitors may fulfill the report-to-work thirty-calendar-day provision, in person, or by letter, or by telephone.

Monitors whose reassignment due to layoff results in a reduction of hours or who are reduced from full-time to part-time status shall have their hours restored or full-time status restored prior to the recall of any monitors on the lay-off/recall list.

#### **14.0 CLEVELAND HEIGHTS-UNIVERSITY HEIGHTS BOARD OF EDUCATION GRIEVANCE PROCEDURE FOR MONITORS**

##### **A. Preamble**

The Board and the Union recognize that it is to their mutual advantage to establish procedures through which individuals may attempt to resolve concerns in areas of disciplinary action, interpretation or application of the Agreement or recognized work rules or practices.

##### **B. Grievance Definition**

A Grievance is a claim by an individual employee in which the dispute, disagreement or difference concerns disciplinary action taken or interpretation or application of provision of the Agreement or of recognized work rules or practices.

**C. Informal Process**

The initial concern regarding a dispute, disagreement or difference shall be handled by direct contact between the employee, either by him/herself or in the company of a Union representative, and the employee's immediate supervisor.

**D. Formal Procedure**

If not settled through the informal procedure and if the dispute, disagreement or difference falls within the definition above, a formal grievance then may be initiated by the employee.

1. The formal grievance initiation must be written by the employee on a standard form (see appendix) prepared by the Union and the Board of Education jointly. The grievant will indicate on the grievance form when the informal and/or Step 1 procedure(s) has/have taken place.
2. The form shall include, in writing, a statement of the facts, individual or individuals specifically involved, reference to the provision in the Agreement allegedly violated or the basis for grievance, and the specific remedy requested.
3. The written formal grievance form shall be signed by the grievant and delivered to his/her immediate supervisor.
4. The grievance must be filed within twenty (20) school days of its occurrence or it will no longer exist. School days are defined as days the grievant is scheduled to work.

Grievable offenses occurring within the last twenty school days of a school year must be filed no later than July 15 of that year.

- a. A copy of the written grievance shall be sent to the Human Resources Department.
- b. At the request of the grievant, the hearing at Step 1 shall be omitted, and the grievance shall proceed immediately to Step 2 as though the hearing had been held at Step 1 and the grievance denied.

**E. Grievance, Step 1**

1. Not later than five (5) days after a grievance is filed, the immediate supervisor will notify the employee and the Union representative of the date, time and location of the meeting in Step 1.
2. The date of the Step 1 meeting shall be not later than ten (10) days after the date of the notification.

3. At the Step 1 meeting the grievant and the immediate supervisor shall be present. A Union representative shall be present if the employee so requests.
4. Not later than five (5) days after the conclusion of the Step 1 meeting, the immediate supervisor shall submit his/her disposition in writing to the grievant.
5. A copy of the disposition shall be given to the Union representative and to the Assistant Superintendent - Human Resources and Operations.

**F. Grievance, Step 2**

If the grievance is not settled at Step 1 or if Step 1 has been omitted, the following procedure shall be followed.

1. The employee may, not later than ten (10) days after receipt of the written disposition of Step 1, submit to the Assistant Superintendent - Human Resources and Operations a written request for a meeting at Step 2 for the purpose of settling the grievance.
2. Not later than five (5) days after receipt of such a request the employee and the Union representative shall be notified of the time and location of the Step 2 meeting.
3. The date of the Step 2 meeting shall be not later than ten (10) days after the date of notification.
4. The meeting at Step 2 shall be before the Superintendent and/or such member of the Superintendent's staff as he/she shall designate.
5. The grievant shall be present and a Union representative shall be present if the employee so requests.
6. Not later than five (5) days after the conclusion of the hearing at Step 2 the Superintendent or his/her designee shall submit a disposition in writing to the grievant. A copy shall be sent to the Union representative and to the Human Resources Department.

**G. Grievance, Step 3**

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

1. The employee may request that the matter be submitted to grievance mediation through the Federal Mediation and Conciliation Service (FMCS). Such determination must be made within ten (10) days of receipt of the written decision at Step 2. In the event that mediation is not chosen, the Union may request the grievance be moved to Step 4. Such determination



must be made within twenty days (20) days of receipt of the written decision at Step 2.

2. If the decision is to proceed to grievance mediation, the employee and the District will mutually notify FMCS and schedule the mediation promptly.

#### **H. Grievance, Step 4**

1. If the mediation at Step 3 is unsuccessful or if mediation is not selected by the employee, the Union may submit to the Board a notice of arbitration. Such notice must not be later than twenty (20) days after the conclusion of the mediation. The notice shall include the specific provision of the agreement involved/violated and/or the basis of the grievance, and the name of the person who will represent the Union in the arbitration. The Board shall thereupon submit to the Union the name of the person who will represent it in the arbitration, and the two persons so named shall, within ten (10) days thereafter, attempt to agree upon an arbitrator.
2. In the event the said persons are unable to agree upon an arbitrator within the ten-day period, the matter shall be submitted alternatively, unless agreed otherwise, to The American Arbitration Association, and the Arbitrator shall be selected from a list supplied by the AAA pursuant to its rules.
3. The arbitrator shall limit his/her decision strictly to the application and interpretation of the provisions of the Agreement. The hearing shall be pursuant to the rules of the American Arbitration Association, as appropriate.
4. The Supreme Court of Ohio, having held binding arbitration to be legal within the limits on the matters which the Board can legally permit binding arbitration, the decision of the arbitrator, so long as it does not add to or amend the contract shall be binding.

#### **I. Time Limitations**

In determining the time limitations, Saturdays, Sundays and Holidays shall be excluded.

With the exception of Step 4, grievances not heard within the prescribed time limitations contained herein automatically proceed to the next level upon written notification from the Union or Administration, provided further that either party may request an extension of time at any step of the grievance procedure.

#### **J. Grievant Rights**

1. The grievant may be represented at all stages of the grievance procedure by any person of his/her own choosing, except that he/she may not be represented by a representative, member or officer of any employee

organization other than the Union, nor by any employee of the Board not assigned by the Union as an official representative.

2. When an employee is not represented by the Union, the Union shall have the right on its request to have its representative present to state its view at all stages of the grievance procedure.

The Board shall notify the union of any grievance filed by a member of the bargaining unit and the dates, times and locations of attendant meetings or hearings.

3. Nothing contained herein shall prevent any grievant from presenting a grievance and having it heard without intervention or representation by the Union.
4. The Union agrees to process grievances for members of the unit regardless of whether or not the grievant is a member of the Union.
5. Copies of all grievances and grievance dispositions shall be transmitted to the Principal, the Superintendent, the Employee, the Union, and the Assistant Superintendent - Human Resources and Operations.

#### **K. No Reprisal**

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

#### **L. Administration-Union Concerns**

1. From time to time problems may arise in which the Union or the Administration may feel discussion is needed between the Union and Administration in an effort to satisfactorily resolve such problems.
2. In such event, a meeting will be scheduled upon request by either party.
3. The meeting shall be scheduled no later than five (5) days after the date of such request in order to resolve the problem.
4. If the matter cannot be satisfactorily resolved, both parties will prepare a written position paper explaining the respective views.
5. These position papers shall be submitted to the Summit.
6. At the next regularly scheduled Summit meeting the concern will be put on the agenda for discussion and possible resolution. If a consensus opinion is reached the Summit will publish it to the membership via the District and Union websites.

7. The Union does not relinquish its right to keep the Board informed of these matters.

**M. “Class” Grievances**

A grievance is made and executed by an individual employee. The basis of a grievance may apply to more than one individual. An individual grievance made and executed may apply to a class of employees and may result in a change of policy interpretation.

**N. Amendment to Grievance Procedure**

The Grievance Procedure may be amended through formal negotiations.

**15.0 WAGES**

Effective the first day of the 2019-2020 school year, the base salary shall increase by 2%. A full experience step shall be implemented the first day of the 2019-2020 school year.

<b><u>Step</u></b>	<b><u>2% Inc.</u></b> <b><u>Eff. 8/19:</u></b>
1	21.95
2	22.41
3	23.11
4	23.76
5	24.25
Head Monitor	29.82

**15.01 Longevity Pay**

Monitors who have completed at least ten (10) years of service in the Cleveland Heights-University Heights City School District shall receive longevity pay according to the following schedule. Years of service will be calculated as of the start of each school year.

Effective July 1, 2019 longevity pay will be paid as follows:

10-14 years	\$ 1.00 per hour over Step 5 hourly rate
15 & over years	\$1.65 per hour over Step 5 hourly rate
21 & over years	\$2.30 per hour over Step 5 hourly rate

**15.02 Pay Differentials for Additional Training**

All monitors must have successfully completed required OPOTA training prior to being hired.

15.021 Twelve semester hours of approved college coursework:

15.0211 Coursework completed as part of the Ohio Peace Officer Training Academy is not applicable to the 12 semester hour differential-

15.0212 Monitors who have satisfactorily completed the 12 semester hours of coursework prior to September 15th and/or January 15th, shall be entitled to the differential pay (equal to a differential of \$2.00) upon submission of appropriate documentation to the Assistant Superintendent - Human Resources and Operations. The differential will begin as of the second pay period after the submission.

**15.03 Service Credit**

Monitors with five (5) or more years of service as monitors in the Cleveland Heights-University Heights School District shall receive one (1) year experience credit for every two (2) years of service, if hired in a certificated position within the AFT bargaining unit.

A leave of absence without pay or benefits will be granted annually to one non-probationary member of bargaining unit for the purpose of student teaching. The individual who will be eligible for the leave of absence will be the one with the first application to the Human Resources Department.

**15.04 Substitute Monitor Compensation**

The rate of pay for substitute monitors shall be set at \$4.00 per hour below the Step 1 rate of pay.

**15.05 Travel:** Where a monitor is eligible for paid mileage, such mileage shall be at the IRS rate that is in effect on the date of travel (the IRS rate changes annually in January).

**16.0 IDENTIFICATION – EQUIPMENT**

School monitors shall be issued and required to wear an official uniform provided at Board expense for the purpose of identifying the employee as a Cleveland Heights-University Heights school monitor.

Upon employment, each monitor will be issued 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 school in the fall.

**Every year:**

- Three shorts sleeve shirts
- Three pair of pants
- One winter hat

**Every other year**

- One wind jacket (fleece)

**Issued upon employment:**

One winter coat with 2 linings

One rain coat

Dress Shirt

Parking lot vest for monitors assigned parking lot duty

One security baseball cap upon request for outside use only

Other equipment necessary for a particular assignment will be supplied

Procedures for turning in uniforms upon release from employment will be arranged by the Supervisor of Safety and Security.

Except for monitors assigned to the dispatch base at the high school, or monitors assigned to supervise In-School Detention in any school, all monitors shall be issued an electronic communication device.

At the discretion of the Coordinator of Safety and Security, equipment may be replaced more often than the listed cycle above, as needed.

**17.0 OVERTIME**

Overtime for monitors shall be paid for school activities on the basis of hours worked in excess of forty hours worked during any work week. Such overtime shall be at one and one-half (1 1/2) times the employee's regular rate of pay.

**17.01** A monitor who is required to work on a holiday shall receive double time for the hours worked and single time for holiday pay for a total of triple time.

**17.02** Except as provided for herein, time and one half (1 1/2) will only be paid for hours in any week worked in excess of 40 hours. Calamity days, professional leave, holidays and jury duty shall be included in hours worked for purposes of entitlement to overtime premium pay.

**17.1 Allocation of Overtime**

Monitors who want to work overtime shall so indicate on a building sign-up list. Overtime will be offered on an established rotation in each building, so as to offer equal amounts of overtime to all monitors who have indicated a willingness to work overtime. Lists will be made for each building, except Delisle Educational Center which will be included with the High School. If there is a need for overtime in a building that cannot be supported by the monitors assigned to the building, all monitors who are not assigned to that building will be notified via email of the opportunity and will be assigned to those interested on a rotation basis. A monitor who passes on the opportunity will not be considered again until the full rotation has been exhausted. Despite the foregoing, the Coordinator of Safety and Security may deny overtime opportunities to a monitor during a semester: (1) if the monitor cancels an overtime assignment within 72 hours of that assignment more than twice

in a semester, and cannot find a replacement; or (2) if the monitor is tardy to an overtime assignment more than twice in a semester.

- 17.2** For any middle school events requiring security supervision, including but not limited to: athletic events, dances, concerts, or other after hours activities, there shall be an opportunity provided for at least one monitor who works in the school where the event will take place to be assigned to provide security for the event. Monitors shall be offered these duties on a rotating basis.

## **18.0 HOURS OF EMPLOYMENT**

### **18.01 Workday**

The normal workday for full time monitors will be eight and one-half (8-1/2) hours with one-half (1/2) hour off for a duty free lunch period. Two fifteen minute rest breaks shall be scheduled for all monitors employed full time.

If duties preclude or interrupt a monitor's lunch, an additional 30 minutes for lunch will be guaranteed as soon as possible after said duties have been fulfilled.

Monitors shall work a 190 day schedule. Monitors will be given the opportunity to work an additional 10.5 hours over the course of the school year, paid at the overtime rate.

Monitors will work their normal day when students are released for professional time and for all professional days when students are not in attendance.

Members will be paid for their regularly scheduled work hours for their last scheduled day of work, but will only be required to work 2 hours in the morning for the end of the year meeting.

### **18.02 Workday Start Times**

The start time for monitors may begin as early as 6 a.m. and as late as 1 p.m.

The monitors with start times beginning after 11:30 a.m. shall receive a shift premium pay of an additional \$0.75 per hour over the monitors' normal rate of pay and shall be scheduled to have two fifteen minute rest breaks and a half-hour duty free dinner period.

### **18.03 Shift Assignments**

All monitors district-wide shall have the opportunity to request assignment to any shift. The assignment of monitors to shifts that begin prior to 7 a.m. or after 11:30 a.m. shall be voluntary and shall be honored on the basis of seniority as defined in Section 13.03 of the Negotiated Agreement. Should a more senior monitor decline the opportunity to work one of these shifts, then the next most senior monitor shall be offered this shift, and so on through the seniority list.

Should no monitor express an interest in working a shift with a start time beginning prior to 7 a.m. or after 11:30 a.m. then reverse seniority shall apply and the monitor with the least seniority shall be involuntarily assigned to the 11:30 or later start time and then the earlier than 7:00 a.m. start time. In instances of reassignment of monitors resulting in a change in start time of one (1) or more hours during the school year, the reassignment shall be voluntary and honored on the basis of seniority. Should a more senior member decline the opportunity the monitor with least seniority will be involuntarily assigned to that shift. In instances of reassignment during the school year due to vacancies, the monitors assigned involuntarily shall have seven days from notification of their assignment in order to manage their personal affairs to accommodate the new work schedule.

Monitors assigned to shifts that begin prior to 7 a.m. or after 11:30 a.m. shall, during the last three weeks of the school year, be issued the same assignment for the subsequent school year unless the monitor(s) submits a written request to be reassigned to one of the other shifts listed in Section 18.02, above. Such requests shall be honored unless the provisions regarding reverse seniority as described above are required.

## **19.0 MEETINGS**

The Union representative for monitors shall have the sole right during monitors' meetings to present a report on both Union and Administration concerns. The time used by the Union shall be reasonable, and one-sixth of the meeting time (10 minutes per 60 minutes of meetings) shall be considered to be reasonable.

## **20.0 SERS PICKUP**

**20.01** 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 School Employees 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.

**20.02** The Board shall compute and remit its employer contributions 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 a 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.

**20.03** 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.

**20.04** 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.

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

## **21.0 SUB-CONTRACTING**

Sub-contracting of any work which is performed or could be performed by members of this 795 bargaining unit, whether employed or to be employed, shall be a mandatory subject of bargaining.

The following is an exception to the above:

- a. Nighttime security including Heights High School's Community School Program.

It is recognized by both the Board of Education and the Union that changes in law may cause either party to desire to discuss this section on sub-contracting previous to the negotiations for a successor contract. In such instances, discussion shall be pursuant to the rules under Section 14.0, Administration-Union Concerns.

## **22.0 IN-SERVICE TRAINING**

Monitors will be paid at their regular rate of pay for in-service training. Monitors will be offered yearly in-service training on physical restraints. Monitors who utilize a sick leave day during all or part of an in-service day on more than one in-service day in a given school year shall provide upon their return to work a doctor's certificate to the Assistant Superintendent of Human Resources and Operations for each in-service day for the remainder of the school year for which a sick leave day is utilized.

## **23.0 STUDENT DISCIPLINE**

Should the Board and Union convene the discipline committee pursuant to Article 15 of the Teachers Negotiated Agreement, a monitor may, at the request of the committee be allotted time to provide input during the committee's deliberations.



## **24.0 JOB DESCRIPTION**

Prior to implementing any changes, representatives of the Board and the Union shall meet for the purpose of review and revision of any proposed modifications to the Monitors' job description.

## **25.0 MONITOR-MEDIATORS**

The Board reserves the right to assign monitors, on an annual or "as needed" basis, to the position of Monitor-Mediator, whose duties will be in addition to regular monitor responsibilities. Monitor-Mediators will be utilized to engage in the constructive resolution of student disputes and conflicts as directed by the Supervisor of Safety and Security. Monitor-Mediators shall conduct mediations between and among students in accordance with the guidelines and directives established by the Board and shall be responsible for the completion and submission of appropriate documentation in connection with the mediation process.

**25.01** Applications for those interested in serving in Monitor-Mediator positions shall be made available annually to all Monitors, with the exception of the Head Monitor. Monitors who have applied to the Supervisor of Safety and Security and who, at the sole discretion of the Supervisor of Safety and Security, have been chosen for assignment as Monitor-Mediators may be required, at Board expense, to successfully complete mediation training, as determined by the Board, prior to their assignments as Monitor-Mediators.

**25.02** Monitor-Mediators work hours shall be the normal workday as specified in the Monitors' Agreement.

**25.03** The Board reserves the right to assign Monitor-Mediators subject to the parameters set forth in 25.01 above and all provisions of the Monitors' Agreement. Upon assignment, Monitor-Mediators shall receive a differential of 1.05 times their current hourly rate.

**25.04** Monitor-Mediator assignments will not extend beyond any contract year, subject to a subsequent reassignment in the discretion of the Supervisor of Safety and Security depending upon the needs of the District. If the Supervisor of Safety and Security has determined to reassign a Monitor-Mediator for the ensuing school year, notification will be provided during the last three weeks (May/June) of the school year.

## **26.0 LONG-TERM SUBSTITUTES**

Long-term substitutes are defined as substitute Monitors who are placed in the same assignment for more than sixty (60) days. All long-term substitutes shall receive a written contract of employment. The employment of long-term substitutes shall be for the period specified in his/her contract of employment and shall automatically expire at the end of that term without action by the Board or further notice to the Monitor. Beginning with the 61<sup>st</sup> day of employment, a long-term substitute will be placed at Step 1 of the Monitors'

hourly wage schedule and, except as otherwise specified herein, shall be entitled to all rights, benefits, duties and obligations of this Contract.

**27.0 HEAD MONITOR POSITION**

Vacancies in the position of Head Monitor will be filled by the most qualified individual applicant in relation to the requirements of that position as detailed in the job description. The Head Monitor is not eligible to request assignment to the 11:30 a.m. to 8:00 p.m. shift.

**28.0 TAX-SHELTERED ANNUITY AND DEFERRED COMPENSATION PLANS**

Except for unusual circumstances as judged by the Treasurer, all tax-sheltered annuity agreements and deferred compensation plans must remain without modification and may not be revoked for one full year and may not be modified more than once during any taxable year.

The provisions of paragraphs two and three of this section shall also apply to IRS Section 403(b) Plans, provided that:

1. Such plans are reviewed by the Treasurer and Union.
2. A Hold Harmless agreement is executed between the Board and the company desiring to be accepted by the District.
3. The company will supply annual eligibility calculations for individuals with 403(b) Plans.

## APPENDIX

### FORMS

1. Application for Assault Leave (#11R2936)
2. Application for Compulsory Leave (#FIN2935)
3. Application for use of Sick Leave (#F1N2932)
4. Grievance Form  
Grievance Report  
Grievance Disposition
5. Monitor Evaluation Form (#HR2926)
6. Tentative Assignment Form (#HR2957)

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

**APPLICATION FOR ASSAULT LEAVE**

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

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

I was assaulted on: \_\_\_\_\_ by: \_\_\_\_\_  
(name of employee or student)

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

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

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

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

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

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**

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

**APPLICATION FOR COMPULSORY LEAVE**



Date \_\_\_\_\_

Employee Name \_\_\_\_\_ Building Assignment \_\_\_\_\_

I was required to appear in \_\_\_\_\_  
(Name and Location of Court)

in the matter of \_\_\_\_\_  
(Identify proceeding/hearing/student)

I began my absence on \_\_\_\_\_, 20\_\_.

I returned to duty on \_\_\_\_\_, 20\_\_.

This court appearance occurred during a \_\_\_\_\_  
(vacation period/school period)

Verification of court appearance is attached.

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

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

**APPLICATION FOR USE OF SICK LEAVE**

**Classified**



**EMPLOYEE NAME** \_\_\_\_\_ **DATE** \_\_\_\_\_

**BUILDING/DEPARTMENT** \_\_\_\_\_ **POSITION** \_\_\_\_\_

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

I began my absence \_\_\_\_\_ a.m. 20\_\_  
\_\_\_\_\_ p.m. 20\_\_

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

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

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

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

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

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

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

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

**GRIEVANCE - MONITORS**

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

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

1. Name of Monitor: \_\_\_\_\_
2. Department and Building where employed: \_\_\_\_\_
3. Nature of Grievance: (State exactly what happened, when, where, why and what adjustment is sought)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(Continue on reverse if needed)*

4. Number of employees involved: \_\_\_\_\_
5. Date of occurrence: \_\_\_\_\_
6. Witnesses: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. Do you wish to be represented at hearings by the Teachers Union? Yes \_\_\_\_ No \_\_\_\_

Signature of Aggrieved Monitor: \_\_\_\_\_

Copies sent to:

- Supervisor
- Director of Business Services
- Human Resources Department
- Teachers Union
- Superintendent
- Monitor

Date:

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

**GRIEVANCE REPORT**

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

**STEP** \_\_\_\_\_ **MEETING No.** \_\_\_\_\_

1. Date of Meeting: \_\_\_\_\_

2. In Attendance: \_\_\_\_\_  
\_\_\_\_\_

3. Date of Occurrence: \_\_\_\_\_ Date of Grievance Filed: \_\_\_\_\_

4. Nature of dispute, disagreement or difference (please state all facts: where, when, who, what, why and how):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Monitor Position: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Administration Position: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Disposition: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. Monitor (and Teachers Union) informed in writing of disposition on: \_\_\_\_\_

\_\_\_\_\_  
Signature



**GRIEVANCE DISPOSITION**

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

To: \_\_\_\_\_  
(Name of Grievant)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

This is to inform you that Grievance No. \_\_\_\_\_

filed by you on \_\_\_\_\_ and heard at Step \_\_\_\_\_

was disposed as follows:

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

\_\_\_\_\_  
Signature



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

**TENTATIVE ASSIGNMENT – MONITOR**

Per Section 13.03 of the Agreement:

**Your tentative assignment for the \_\_\_\_ school year is:**

Name \_\_\_\_\_

Building \_\_\_\_\_

Assignment (hours per day) \_\_\_\_\_

Supervisor \_\_\_\_\_

Date \_\_\_\_\_

LETTER OF UNDERSTANDING

This letter of understanding between the Cleveland Heights-University Heights City School District and the Cleveland Heights Teachers Union memorializes the understanding of the parties hereto upon execution of this letter that effective with the 2009-2010 contract year, all Security Monitor positions will be full-time unless otherwise designated by the Board.

In furtherance of this agreement, the parties acknowledge the following:

1. That any current “part-time” (defined as less than full time) Security Monitor will have the opportunity to reject the conversion to a full-time position, effective with the beginning of the 2009-2010 contract year. However, should any such Security Monitor reject the offer of full-time employment, with the exception of Angela Bade, Lisa Black, and Charlene Lightfoot, they will be immediately released from employment.
2. Should Ms. Barle, Ms. Black and/or Ms. Lightfoot choose to remain as part-time employees, at their current hours, their vacated Security Monitor positions at the time of separation of either employee from the District (or transfer of either to a position other than Security Monitor), shall thereafter become full-time positions at the discretion of the Board, if or when determined to be filled by the Board.

\_\_\_\_\_  
Christine Fowler-Mack  
Superintendent

\_\_\_\_\_  
Date

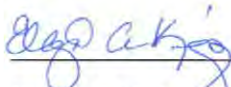
\_\_\_\_\_  
Tom Schmida  
President, CHTU

\_\_\_\_\_  
Date

This contract set forth was entered into following the ratification by the Union and the adaptation by the Board on August 27, 2019



Jodi Sourini  
Board President



Elizabeth Kirby  
Superintendent



Ari Klein  
CHTU President