

CONTRACT

1.0 RECOGNITION

The recognition which began on July 1, 1971, wherein the Cleveland Heights–University Heights Board of Education (hereinafter referred to as "Board") recognized the Cleveland Heights Teachers Union (hereinafter referred to as "Union") as the sole and exclusive bargaining agent for all members of the bargaining unit, shall continue until August 1, 1997, and for successive three-year periods unless between January 10 and January 20 of the year in which recognition terminates 50 percent or more of those eligible to vote petition the Board for a new election. In that event, the election shall be conducted in the manner set forth in a letter dated September 26, 1967, signed by Messrs. Roberts, Warner and Loomis, except that the election shall be conducted between February 10 and February 20.

To the extent this provision is inconsistent with the provision of said letter of September 26, 1967, or any Board resolution heretofore adopted, this provision shall govern.

2.0 EXCLUSIVE BARGAINING AGENT

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. The Board specifically agrees not to honor dues/check-off deduction authorizations by any employee in the bargaining unit in favor of any other labor or representational organization.

2.01 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.

2.02 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.

3.0 EFFECTIVE DATES OF THE AGREEMENT AND NEGOTIATIONS PROCEDURE

3.01 This agreement shall become effective on July 1, 2008, except as otherwise provided for herein and shall remain in effect until June 30, 2011, and shall be binding upon the Board and the Union as well as upon their successors until June 30, 2011, except as modified through negotiations provided for in the succeeding paragraph. This agreement is between the Board and the Union on behalf of the members of the bargaining unit described in Section 3 of the Preamble. This unit is currently represented by the Union, and the agreement was reached through negotiations with the Union. In the event all or a part of said unit described in Section 3 of the Preamble is hereinafter represented by a different organization, negotiations shall be had only on the date provided for herein and shall be directed toward a new agreement or an amendment of the within agreement to become effective on June 30, 2011.

3.02 Negotiating Procedure

3.021 Negotiations shall begin as herein before provided in February, 2011 for a July 1, 2011 Agreement.

3.022 The Board and the Union shall each designate a team of not more than six to represent it at negotiations. Substitutions may be made at any time.

3.023 Tentative Agreements

Each team shall designate a spokesperson who shall have the power to sign tentative agreements.

Signature on tentative understandings shall not be binding but is merely to indicate agreement among the negotiators on a particular item to be incorporated into the finally negotiated overall agreement if agreement is reached on all matters.

If agreement is reached among the negotiators, the Union negotiators agree to recommend ratification and the Board negotiators agree to recommend ratification.

3.024 Unless alternative procedure is otherwise agreed to pursuant to Section 3.030, by the second negotiation meeting, the parties will exchange complete proposals on proposed matters for negotiation. Except where mutually agreed upon, additional items shall not be submitted after the second meeting.

3.025 Copies of any and all public records deemed to be relevant to negotiations, or reasonably necessary for the proper enforcement of terms of these policies, shall be made available by the Board to the Union 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.

3.026 Prior to May 1, no press releases shall be given by any member of the negotiating teams or by either side except by mutual agreement.

3.027 Each team shall bargain in good faith, and no meeting shall end without the scheduling of the next meeting.

3.028 When agreement is reached between the negotiators, it shall be reduced to writing and shall be submitted by the Union for ratification and if ratified shall be submitted to the Board for adoption. In such event, the Board shall then make the agreement a part of its official minutes.

3.029 Mediator Procedure

If agreement is not reached fifty-one (51) days prior to the expiration of the current contract the parties shall jointly notify the Federal Mediation and Conciliation Service (FMCS) that a mediator is required to assist the parties. Thereafter, mediation shall commence in accordance with a schedule established by the mediator.

The procedure above represents the sole and exclusive dispute resolution procedure between the parties, and no other dispute resolution procedure shall be utilized, including fact-finding, mediation, conciliation, or those established by O.R.C. 4117.14.

3.030 Alternative Procedure

The parties shall meet at least six (6) months prior to the expiration of the Agreement to discuss whether an alternate negotiations procedure (e.g., Interest Based Bargaining, Condensed Bargaining, Modified Traditional, etc.) shall be used instead of the traditional procedure described above. If an alternative negotiations procedure is agreed upon by the parties, ground rules will be established at that time, which shall include an agreement addressing the possibility of a transition to traditional bargaining should that become necessary.

4.0 PRINTING AND DISTRIBUTION OF THE AGREEMENT

4.01 The Board will continue as in the past to print the Agreement for distribution to the members of the bargaining unit.

- 4.02 The format of the printed Agreement shall be determined in conference with the union negotiators.
- 4.03 The Board may add at the end of the printed Agreement a section of its own entitled General Regulations of the Board of Education.

5.0 UNION DUES AND SERVICE FEES

- 5.01 The Board will deduct from pay of each employee who so authorizes it to do so the required amount of fees for the payment of Union and COPE dues on a monthly or other basis. The authorization shall comply with the provisions of the law and shall be revocable between September 1 and 10 of each year.
- 5.02 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. For this service, effective September 1, 1984, the Union may assess a fair-share service fee, not to exceed the amount of dues uniformly required of members of the Union, against non-members of the Union as provided in this section. The fees charged against non-members who work less than full time shall be as hereafter set forth but, in any event, shall not exceed the amount of dues charged to a Union member who is working less than full time.
- 5.03 The fair-share service fee or Union dues shall be collected by the Board, via ten monthly payroll deductions per year, from all employees of the bargaining unit employed part or full time as defined in Section 3 of the Preamble. No fee shall be charged or collected from substitutes. No member of the bargaining unit is required, by this section, to become a member of the Cleveland Heights Teachers Union.
- 5.04 The Board shall inform all employees and all new hires that they are obligated, as a condition of employment, to pay a fair-share service fee after sixty (60) days of their hire. No service fee shall be assessed or collected during the first sixty (60) days of employment of a new hire. The service fee assessed against a returnee from a leave of absence shall begin in the month of their return. The fee charged to members of the Unit who work less than full time shall, subject to paragraph 3.01, be: 37.5% or more - full service fee: Less than 37.5% - a proportion based upon percentage of time worked.

The Board shall provide once per year, on request, a list of all members of the bargaining unit, and the fair-share service fees and 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.

- 5.05 The union assures the Board that the Union's fair share fee procedures and procedures to challenge fair share rebates comply with and satisfy all legal requirements.

The Union shall provide to the Board a copy of the Union's rebate procedure. The Union shall also provide to the Board any revisions or amendments to the fair share fee and rebate procedures at the time such revisions or amendments are adopted. A "Procedure to Challenge" is on file at the Board of Education.

- 5.06 Any member of the bargaining unit who objects to the payment of the fair-share service fee by reason of membership in and adherence to the tenants or teachings of a bona fide religion or religious body which has historically held conscientious objections to joining or financially supporting an employee organization and which is exempt from taxation under provisions of the Internal Revenue Code may submit proper proof of religious conviction to the State Employment Relations Board to seek a declaration from the board that the member not be

required to financially support the local in accordance with the provisions of Section 4117.09(C).

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

- 5.07 In the event any member of the bargaining unit from whom a service fee is charged, shall object to the imposition of such fee, either on the grounds that the amount charged is inaccurate or that the bargaining unit member is not one against whom a service fee may be assessed, this shall be discussed with the Union in an effort to resolve the dispute.

Subject to the above, 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 service fees or dues, to indemnify and defend the Board for any liability imposed on it as a result of any such suit, claim or administrative proceeding. 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 entire Section 3.0 may be reopened for negotiations by request of either party.

6.0 NO STRIKE

The Union agrees not to sponsor, participate in, or call a strike during the terms of this agreement, and agrees that if it does sponsor, participate in, or call a strike, it shall forfeit its right to dues check-off and that upon the happening of such event, the Board may discontinue its check-off privileges.

7.0 UNION ACTIVITIES - REPRESENTATION AT PROFESSIONAL ACTIVITIES

7.01 Union Representatives

The Union shall designate two people to participate in professional or organizational activities in regard to the enforcement of the agreement. The Union President shall notify the Director of Human Resources, in writing, by the end of each school year as to the two individuals for the successive school year. Should the Union President fail to so notify, the designees shall be the President and 1st Vice President of the Local.

The Union President shall be assigned duties for the first two periods of the day and shall then be released to attend to Union business. In addition, the Union President shall be granted up to thirty (30) days of released time with pay per school year for the purpose of representing teachers and attending to Union and PTA business.

The building principal shall arrange the program of the First Vice President or designee other than President so that he/she will teach all classes consecutively from the first of the day. For the purpose of carrying out professional and organizational activities, this designee shall be released from the conference period to the extent that it is not required for other school matters, duty period, homeroom, and lunch period.

The First Vice President or designee other than President, if holding a 190-day contract, shall be released no later than the close of the fifth period or no later than 12:30 p.m. at the assigned building if no period schedule exists.

Should a First Vice President or designee other than President have a 200-day, 8:00 a.m. - 4:30 p.m. contract, said designee shall have a schedule arranged so as to allow release no later than 2:00 p.m. daily. The designee shall not have an assigned lunch period.

In the event a person assigned to an elementary school becomes a designee, a transfer to a middle or high school will occur and the appropriate assignment arranged. The designee shall not have a scheduled lunch period.

Every reasonable effort shall be made by the designees to attend post-class activities such as faculty meetings. However, the designees may absent themselves from such activities when their professional responsibilities as the designees of the bargaining unit so require and the business cannot be performed at another time. In such event the designees shall inform the principal of the intended absence.

7.02 Representation at Professional Activities

Effective 1993, by each June 30, the Union will pay to the Board an amount equal to the daily rate of pay for a Step 14 MA teacher times fifty (50) days.

In the event a designee, pursuant to Section 7.01, has a 200-day contract, the daily rate of pay for a step 14MA times 1.1 teachers shall be used to calculate the payment by the Union as described above. Should both designees hold 200-day contracts, the daily rate of pay for a Step 14 MA times 1.2 teachers shall apply.

7.03 Grievance Investigation

The Union shall designate not more than three individuals who shall have the right to enter all schools for the purpose of investigating grievances or potential grievances and conducting Union business, provided, however, that such activity shall not interrupt the education process, shall only be carried on during the regular school day and the visit shall only be made after notifying the office of the Building Principal.

7.04 New Teacher Orientation

The Union will provide two teachers to participate in at least one day, to be designated by the Superintendent, of Board orientation for new staff members, and no teacher organization other than the Union shall participate in the orientation program. In addition, the Board will provide a reasonable period of time for Union orientation which may or may not be a lunch or breakfast session.

Participation in orientation is a requirement for new staff members. New staff members may not be excused from any segment or orientation without the permission of the Director of Human Resources, and any so excused may be required to participate in a succeeding year.

The above paragraph will be distributed to all new staff members by the Human Resources Department.

7.05 Ohio Federation of Teachers Convention

During each year, so long as the Agreement remains in effect, the Board shall provide substitutes at Board expense for those teachers designated by the Union as delegates to the annual Ohio Federation of Teachers Convention. Teachers designated as delegates shall be permitted to attend the convention at their own expense but without loss of pay.

The maximum provided by the Board shall be either:

8.5	delegates for	4	days, or
11.33	delegates for	3	days, or
17.0	delegates for	2	days,

For any delegate sent beyond the above limits, the teachers designated shall be permitted to attend the convention at their own expense and without loss of pay, but the Union shall pay for substitutes.

The delegates shall not come from one school, but shall be from different schools so that no one school shall be left with a disproportionate number of substitutes.

7.06 Other Meetings

In addition to the leave provided under Section 7.05 for attendance at the Ohio Federation of Teachers Convention, ten (10) additional days leave shall be granted for attendance at Union regional, State or national professional meetings or other union business. The Union shall provide for all expenses including the cost of substitutes.

7.07 Newly Hired Employees/Employment Lists

The Superintendent's Office shall provide board agendas to the Union, and will include the staff personnel annual reappointments—annual contracts and continuing contracts including salaries of the certificated/licensed personnel who are members of the bargaining unit.

This shall not be construed to limit the provisions of paragraph 3.02 in the section of the Agreement entitled, "Negotiating Procedure."

7.08 Union Officers and Stewards - Assignment

Elected officers and building stewards of the Union shall not be transferred from their current building assignments for reason other than certification/licensure needs during the term of office for which they have been elected (officers - 2 year term; stewards - one year term. For purposes of this section, the term of office for stewards is September to June.)

7.09 Bulletin Boards, Mailboxes

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.

Material pertaining to tax-sheltered annuities and other investment plans will not be placed in the school mailboxes of employees represented in this contract without the permission of both the Superintendent and the Union President.

The Board of Education will continue, as it has in the past, to provide an inter-school mailbox for the Union at the Board's central office building.

8.0 PRE-EMPLOYMENT

8.01 An employee hired or rehired into the bargaining unit shall initially be placed on day-to-day status pursuant to O.R.C. §3319.10 provided, however, that all such employees shall receive the full contract rights, including rate of pay with placement on the salary schedule and benefits for the time they are on such status. These employees will receive a conditional offer of employment which shall remain intact until all pre-employment procedures, including the criminal history records check have been completed or for ninety (90) working days, whichever comes first. If the

pre-employment procedures are not completed after ninety (90) working days, the employee will receive regular contract status.

8.02 If during the pre-employment procedures occurring during the first ninety (90) working days of employment, the Director of Human Resources concludes the employee has misrepresented or falsified any documents or has failed to meet the requirements set forth in Policy 4113, the employee shall be released from employment and the conditional offer of employment shall be rescinded. The employee will not be entitled to any termination proceedings under O.R.C. §3319.16 nor to any proceeding under the contract or grievance procedure, except as set forth herein. Prior to release from employment, the District will follow these procedures:

- a. The District shall use the factors set forth in O.A.C. §3301-20-01 (D) (or such similar provision in the final regulations as adopted by the State Board of Education) in considering whether to release the employee.
- b. The employee will be entitled to a meeting or meetings for purposes of being informed of the facts and reasons for the decision to release the employee from employment and to provide the employee an opportunity to rebut or explain any alleged falsifications, misrepresentations or failures to fulfill the requirements of Policy 4113.
- c. Prior to any of the aforementioned meetings, the employee shall be given a copy of the FBI or BCI report, or such other documentation that indicates there was a falsification in the application process or a failure to fulfill the requirements of Policy 4113.
- d. The employee shall be informed of his/her right to union representation.

8.03 If pre-employment criminal history information is received after the first ninety (90) working days and reveals a failure to fulfill the requirements of O.R.C. §3319.39, the employee may be subject to being released from employment. Prior to release from employment, the District will follow the procedures set forth in Section 2, subsection a through d above. Further, the employee will not be entitled to any termination proceedings under O.R.C. §3319.16, but may file a grievance under the contractual procedure if the District, after consideration of the factors in O.A.C. §3301-20-01 (D), decides to release the employee from employment whether or not required to do so by the statute. If the grievance is taken to arbitration under this paragraph, the arbitrator may sustain a grievance only upon a finding that the District acted in an arbitrary or unreasonable manner in reaching its decision.

8.04 If after the employee has been placed on regular contract status, the Board receives information which reveals a failure to meet the requirements of Policy 4113 (other than for the reasons set forth in the preceding paragraph), or that the employee may have misrepresented or falsified any documents, that employee's employment may be subject to termination. If the District determines to initiate employment termination for such reason(s), it shall follow the procedures of O.R.C. §3319.16 and the employee shall be entitled to follow these procedures.

8.05 The Union will be provided a copy of all executed letters of conditional employment for employees who have begun work within the first week of that employee's service.

9.0 INDUCTION YEARS

9.01 The initial three (3) years of service by a limited contract teacher, except those who have attained continuing contract status elsewhere, will be considered induction years.

9.02 Induction teachers shall be required to participate in a teacher induction program that is collaboratively developed by the Administration and the Union or the LPDC. The extent of the participation required shall be determined by the LPDC.