

AGREEMENT
Between the BOARD OF EDUCATION
of the
CLEVELAND MUNICIPAL SCHOOL DISTRICT

and the

TEAMSTERS LOCAL UNION No. 436
AFFILIATED WITH THE IBT

Effective July 1, 2021, through June 30, 2024

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ARTICLE 1

PURPOSE

THIS AGREEMENT is made between the Cleveland Metropolitan School District, hereinafter referred to as the "District," and Teamsters Local Union No. 436, hereinafter referred to as the "Union". The male pronoun or adjective where used herein refers to the female also, unless otherwise indicated. The term "employee" or "employees" where used herein refers to all employees in the bargaining unit. The purpose of this Agreement is to provide a fair and responsible method of enabling employees covered by this Agreement to participate through Union representation in the establishment of terms and conditions of their employment and to establish a peaceful procedure for the resolution of all differences between the parties.

ARTICLE 2

RECOGNITION

The Union is recognized as the sole and exclusive representative for a bargaining unit of all 10 and 12 month Cleveland Board of Education District Truck Drivers, and Warehouse/Driver Coordinator (12 month position), except those individuals who are currently members of another bargaining unit. Effective December 28, 2019, the Truck Driver position will be merged into the Furniture Crew position. Once merged, all members will be expected and required to perform any truck driver or furniture crew duties as assigned.

ARTICLE 3

NON-DISCRIMINATION

- A. Both the Board District and the Union recognize their respective responsibilities under the Federal and State Civil rights laws, fair employment practices acts and other similar constitutional and statutory requirements. Therefore, both the Board District and the Union hereby reaffirm their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of race, color, creed, national origin, sex or age.
- B. The District recognizes the Right of all employees and all applicants for employment to be free to join or not join the Union. The District and Union agree there shall be no discrimination, interference, restraint, coercion or reprisal by the District against any employee or any applicant for employment because of Union membership status.
- C. The District shall provide equal opportunities for employment, retention and advancement of all personnel by

administering all terms and conditions of employment regardless of race, color, ethnicity, ancestry, national origin, religion, sex, disability or genetic information, age, citizenship status, military status, sexual orientation or expression, socio-economic status, title, other dimensions of identity, or any other characteristic protected by law.

- D. The District and the Union recognize that all members of the District and Union are responsible for moving equity and inclusion efforts forward. The parties recognize the importance of continuously learning and acting to make systemic changes required to value, include and be fair to all employees. The parties agree that full participation in decisions that shape the institution and inclusion of diverse cultures, interests and world views are essential. The parties affirm a commitment to leading the way and allying in combating inequities and building inclusion.
- E. The District and the Union agree that nothing in these Subsections C and D will interfere with seniority or other provisions of the Collective Bargaining Agreement.

ARTICLE 4

DUES DEDUCTIONS and FAIR SHARE FEES

- 4.0. Dues and Fees. Except as noted below, the District shall deduct dues, initiation fees, re-initiation fees, and entry fees as are regularly assessed by the Union in accordance with the IBT Constitution and by-laws of the Union from the employee's wage upon receipt from the Union of a voluntarily executed authorization card.
- 4.1. Amount of Dues. The amount of dues to be deducted for the Union shall be designated by letter to the District's Chief Financial Officer no later than September 1 of each school year.
- 4.2. The parties acknowledge that current law prohibits the enforcement of Sections 4.2 and 4.3 as found in the 2017-2019 Agreement. The parties agree that, if during the term of this agreement the status of the law regarding fair share fees and or the Union's representation requirements changes, the parties will reopen negotiations as to this Article only.

Nothing in this article shall be deemed to require any employee to become a member of the Union. All employees covered by this agreement who have not become a member of the Union may voluntarily elect

to pay a fair share fee. If an employee voluntarily signs a fair share fee authorization (forms provided by the Union) and a copy of the fair share fee authorization is given to the District, then the District will submit the fair share fee to the Union in the same manner as it submits Union dues deductions. All disputes concerns the amount of the fair share fee shall not be subject to the grievance procedure of this agreement. Disputes of this nature shall be resolved under the Union's internal rebate procedure and the Union warrants to the District that it has a fair share fee notice and internal rebate procedure that complies with both State and Federal law.

- 4.3. New Employee Information. Names and work addresses of new employees, and any terminations of bargaining unit members, shall be provided to the Union on a monthly basis. The Union Business Representative and/or a Union Steward shall be notified and permitted to attend all new hire orientation sessions and to distribute information about the Union and this agreement.
- 4.4. D.R.I.V.E. The District shall deduct contributions from the wages of each employee in the amount the employee voluntarily authorizes in a written authorization form. The District shall remit contributions of each employee to D.R.I.V.E, by the 15th of the month following the month for which contributions were deducted, together with an accurate list of employees from whose wages said contributions were deducted and the amounts applicable to each employee. Employees who wish to have D.R.I.V.E deductions made must elect to do so by July 1st of each year. The Union agrees to defray costs sufficient only to reimburse the District for expenses incurred by the District in making payroll deductions for contributions.
- 4.5. Timing of Deductions. All payroll deductions referenced in this Section shall be made during the first payroll period of each month. The Union shall assume full responsibility for the disposition of said funds. Dues shall be deducted for each month an employee is actively employed by the District.
- 4.6. Indemnification The Union will indemnify and hold the District harmless from any and all claims, suits, orders, or judgments, brought or issued against the District as a result of any action arising out of or resulting from the implementation of this Article.
- 4.7. Dues Deduction. The District agrees that upon receiving a valid written deduction request from a

bargaining unit member, it will deduct from earning due the employee the amount requested and remit such amount to the Ohio Teamsters Credit Union, Inc., 6100 Rockside Woods Dr., Suite 150, Independence Ohio 44131, with the names of the employees requesting such deduction and the amounts deducted, provided that the District shall cease deductions on the behalf of an employee when so requesting in writing by the employee and provided it is understood and agreed that the District has no responsibility for, connection with or control over the Ohio Teamster Credit Union, Inc.

ARTICLE 5

MANAGEMENT RIGHTS

The Cleveland Metropolitan School District shall have the sole and exclusive right to control all functions, operations and set all policies regarding the Cleveland Schools, including, but not limited to, the sole and exclusive right to:

- A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology and organizational structure;
- B. Direct, supervise, evaluate or hire employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote or discharge for just cause or lay off, transfer, assign, schedule, promote or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the employer as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the public employer as a governmental unit.

ARTICLE 6

NO STRIKE and NO LOCK-OUT

- 1. During the term of this Agreement, the Board shall not engage in any lockouts that violate R.C. Chapter 4117.
- 2. During the term of this Agreement, the Union shall not engage in any activities (e.g. strike, picketing, work stoppage, interference with work or slowdown) that violate R.C. Chapter 4117.
- 3. Should any strike, work stoppage, interference with work or slowdown occur, the Union shall take

immediate action to terminate such action, including notifying all bargaining unit members to immediately cease and desist.

ARTICLE 7

BULLETIN BOARDS

The Union shall have access to, and the right to reasonable use without charge, a Bulletin Board; provided that:

1. Such Bulletin Board shall be used only for posting notices bearing the written approval of the President of the Union or an official representative of Local Union No. 436 and shall be solely for Union business;
2. No notice or other writing may contain anything political, controversial or critical of the District or any other institution or of any employee or other person; and
3. Upon request from the Supervisor or his designee, the Union will immediately remove any notice or other writing that the District believes violates subparagraphs (1) and (2).

ARTICLE 8

UNION REPRESENTATION/RIGHTS of the UNION

- A. An employee selected by the Union to act as Union Representative for the purpose of processing and investigating, grievances under the Grievance Procedure shall be known as a "steward."
- B. A steward may discuss a grievance with an employee and his supervisor during the final one-half hour of the shift.
 1. In addition to their regular work duties, stewards shall be permitted a reasonable amount of time, without loss of pay to investigate and present grievances and represent employees in meetings with employees on District premises. Stewards may receive and discuss complaints and grievances of employees on District premises. Such activities shall be permitted, providing they do not interfere with the safe and efficient operations of the District. Employees having a legitimate need for the services of their steward shall notify their supervisor. Before performing his or her duties, the steward shall first notify and make

mutual arrangements with his or her supervisor. Supervisors shall not unreasonably withhold consent.

2. Union representatives shall be permitted access to the Central Kitchen facility during normal work hours and shall be allowed reasonable contact with bargaining unit employees, provided that there is no interference with the safe and efficient operation of the facility.

8.1. Right To Inspect And Audit The District's Books. The Union shall have the right, upon reasonable notice and during normal business hours, to audit the books of the District for the purpose of determining the accuracy of the estimates as to income and the reasonableness and accuracy of the items set forth in the budget.

8.2. Union Steward/Officer Release Time While on Duty. The Union shall designate not more than three (3) stewards (2 Stewards and 1 Alternate Steward) and shall so notify the District of such person. In addition to their regular work duties, the duties of stewards during work time shall be limited to the investigation and presentation of the employees' grievances and representing said employees in meetings with the Employer. Stewards may receive and discuss complaints and grievances of employees on the premises of the District provided it does not interfere with the necessary operation of the District. Stewards may use a reasonable amount of time to perform steward duties. Before leaving the assignment, the Steward shall notify his/her supervisor of the need to leave, the estimated time he/she will be away from the assignment and receive approval from a supervisor before leaving the assignment. The approval of the supervisor will not be unreasonably denied. Employees who have a legitimate need for the services of their steward shall notify their supervisor. Stewards and employees who participate in grievance/discipline/termination/arbitration meetings or hearings shall not suffer loss of pay. The Union may conduct Union business other than membership meetings on District property during the hours of employment with advance notice to the Supervisor or his designee. The conduct of such business shall not interfere with the operation of the District, nor hinder any employee's scheduled work.

8.3. Leave For Conducting Union Business. Leaves of Absence without pay may be authorized to any member elected or selected to serve as an Officer or Delegate of the International Brotherhood of

Teamsters, Teamsters Local Union No. 436, or any legitimate Labor Group to which Local Union No. 436 is affiliated. Requests for such authorized leave shall be made to the appropriate person or his/her designee.

- 8.4. Use of District Facilities. Permits may be issued to Local Union No. 436 for Union meetings. The Union shall reimburse the District for the standard facility use charge.
- 8.5. Use of Mails. The Union shall have authorization to use the school mail system, which includes the District's internal mail system, the District's e-mail, the District's intranet and the internet, all in accordance with the District's written policies and/or administrative guidelines regarding the use of such systems. Failure to comply with the District's written policies and/or administrative guidelines may result in the Union's loss of the privilege to use any or all of the foregoing, and the individual employee who violates such policies and/or administrative guidelines maybe subjected to disciplinary action for just cause in accordance with those written policies.
- 8.6. Use of District Computers. Consistent with District policy and Federal Law the Union shall not have the authorization to use District computers for matters pertaining to members. Members of Local Union No. 436 may use District computers to carry out District business.
- 8.7. Use of Bulletin Boards. The Union shall be permitted use of the District's bulletin boards for the posting of notices concerning official Union business. The Business Representative and/or Stewards shall be in charge at the work site shall be responsible for such postings.
- 8.8. Participation on Facility Closing Committee. If a formal facility closing committee is formed, Local Union No. 436 will be given the opportunity to select a representative to serve on the committee and release time shall be granted if a meeting and/or school visit is scheduled during that employee's work day.
- 8.9. Upon reasonable notice of at least forty-eight (48) hours to the appropriate Supervisor, the Union shall be permitted to conduct on-site employee meetings, up to a maximum of four (4) one (1) hour meetings per year. Such meetings may be held provided they do not interfere with the normal operations of the Central Kitchen or with the regular work schedules of employees.

ARTICLE 9
DISCIPLINE

- A. Discipline only for just cause – Employees covered by this agreement shall be disciplined, demoted, suspended or discharged only for just cause under arbitral law. For reasons including, but not limited to, intoxication, narcotics, criminal offenses, license suspensions, attendance, tardiness, absence without leave, neglect of duty, dishonesty or accidents, an employee may be disciplined up to and including discharge.
- B. Progressive discipline – Progressive discipline shall apply, consistent with the District's right to bypass any or all steps of progressive discipline, depending upon the nature of the offense.
- C. The process for termination or suspension of any bargaining unit member without pay for good and just cause shall be as follows:
 - 1. If the administrator determines after preliminary investigation that a bargaining unit member may have engaged in conduct that could lead to a recommendation for termination or suspension without pay then bargaining unit member is entitled to a fact-finding. The administrator shall have twenty work days after knowledge of the alleged violation to complete the preliminary investigation and notify the member of his/her determination that the member may have engaged in conduct that could lead to either a termination or suspension without pay.
 - 2. The fact-finding hearing will be held before the appropriate Deputy Chief/Executive Director.
 - 3. The bargaining unit member and the union are entitled to written notice of: the allegations and the right to request representation and also to be provided with copies of any written evidence related to the allegations.
 - 4. The hearing will be held within a reasonable time (but no less than 48 hours) following receipt of the written allegations.
 - 5. The bargaining unit member will be given a meaningful opportunity to respond to the

allegations.

6. Not later than 10 days after the hearing the administrator shall notify the bargaining unit member and the Union in writing of the recommendation. If no discipline is recommended, the notification shall so state. If discipline is recommended, the notification shall state the discipline and the rationale, and shall provide a copy of the notice to the CEO.
7. If the administrator recommends termination or suspension without pay, then the CEO/designee shall review the evidence to determine whether the recommended discipline is warranted.
8. The CEO shall make a recommendation regarding discipline within thirty (30) days of receipt of the administrator's recommendation regarding discipline.
9. The Board can adopt or modify the recommendation but cannot impose more severe discipline.
10. The Board shall notify the bargaining unit member and the Union of its decision.
11. Termination or suspension without pay shall be effective immediately; disciplinary action of less than thirty (30) days shall not become effective until grievance procedures (including arbitration) have been exhausted, except for reasons of physical incapacity, mental incapacity or reasonable suspicion of criminal or moral violation.
12. The bargaining unit member can appeal the discipline through the grievance procedures specified in the CBA.

Garrity Rights. Any bargaining unit member covered by this Agreement shall be afforded full treatment and protection under his or her Garrity rights. Refusal to answer questions on the grounds that answers may incriminate the bargaining unit member shall not be subject to disciplinary action.

The Weingarten Protocol set forth in Article 10 Grievance Procedure sets forth the process to be followed regarding investigatory interviews, i.e. meetings that may lead to disciplinary action, thereby granting the employee the right to union representation during the discussion.

ARTICLE 10

GRIEVANCE PROCEDURE

Definition - a grievance is any matter concerning the interpretation, application or alleged violation of this agreement

Definition of days. For the purpose of this provision, days shall mean a calendar day and work days shall mean a day, Monday through Friday, except for holidays.

Number of Days Indicated Are The Maximum; Extension By Written Mutual Agreement. In order that grievances may be processed as rapidly as possible, the number of days indicated at each level are maximum. Every effort shall be made to expedite the procedures; however, the time limits may be extended by written mutual agreement of both parties. The party seeking the extension shall notify the other party in writing and the notified party shall be deemed to have agreed unless it gives written objection within five (5) work days of receipt of the extension request. Time limits, specified in this procedure may be extended by written mutual agreement of the parties. The failure of the District to comply with any time limit within 10 days, providing all facts, information or other documentation were available or should have been available, will result in the automatic dismissal of any grievance action by the District. Similarly, failure of the Union to comply with any time limits within 10 days will result in the automatic dismissal of the grievance/action. The District will cooperate fully with the Union to find methods to expedite the grievance procedure to the maximum extent practicable.

Notification under this section by the union to the district shall be made to the hearing officer for the step for which the extension is requested. Notification under this section by the district to the union shall be made to the union President

Employee's right to continuous representation. The aggrieved person or persons shall be represented at all stages of the grievance procedure by a Union representative.

Discipline involving alleged criminal activity (Garrity rights). Any employee covered by this agreement shall be afforded full treatment and protection under Garrity. Under Garrity, a bargaining unit employee, who as part of or subject to a district investigation, disciplinary proceeding or grievance hearing, would be normally expected to answer questions regarding their official duties and who refuses to answer on the ground that answers may tend to incriminate them will not be subject to disciplinary action. An employee exercising his/her Garrity right has a right to his/her own private legal representation at his/her own cost.

Union's right to be present at all stages. The union shall have the right to have its representatives present at all stages of the specified grievance procedure.

Thirty day limitation, except where grievance is continuing. If the grievance procedure is not initiated within thirty (30) days after the aggrieved party knew, or should have known, of the event or condition upon which it is based, the grievance shall be considered waived, except for those grievances which are continuing in nature.

GRIEVANCE PROCEDURE

Grievances shall be resolved as follows:

- STEP ONE:

If a dispute arises between the parties as to the meaning or interpretation or application of any provision of this Agreement or a claim or complaint based on an event which affects a term or condition of employment, an aggrieved employee and/or Union representative shall present a written grievance to the immediate supervisor within thirty (30) days of when the employee knew or should have known of the event giving rise to the grievance. The Executive Director of Food Services or The Distribution and Logistics Manager shall take the necessary steps to consider the merits of the grievance. The Executive Director of Food Services shall have six (6) working days in which to adjust the matter. If the Executive Director of Food Services is the cause of the grievance, this first step shall be heard by another person designated by the Director of Labor Relations, or the Union or grievant can have the matter proceed directly to Step 2. The written grievance answer shall be delivered to the Union and grievant within six (6) working days of the hearing and shall state the rationale for the decision.

- STEP TWO:

If the matter is not satisfactorily adjusted at Step One within six (6) working days, then the grievance shall be presented within six (6) additional working days to the Director of Labor Relations (Law Department) by the Union or the employee, unless no Step One decision has been timely rendered, in which case, the Union or the employee shall have the option to wait until such time as the Step One decision is rendered or the Union or the employee decides to proceed to Step Two. The District has the right to postpone a decision with written notification to the Union with a mutually agreed upon timeline for rendering of the decision. A Step Two meeting shall be held within six (6) working days after presentation of the written grievance among the Director of Labor Relations, the grievant and Union Representatives, to fully discuss the grievance. Both sides shall present evidence either by witnesses or by signed affidavit or affirmation to address the issues raised in the grievance, provided however, where the subject of the grievance is termination, the District is required to present its evidence with respect to the employee's alleged wrongdoing by witnesses only, where possible (excluding students). Within ten (10) working days after the hearing, a written response to the grievance shall be sent to the grievant and the Union, stating the specific grounds for, evidence regarding and rationale for the decision.

- **STEP THREE:**

Mandatory Mediation. If the grievance is not resolved at Step Two, then the Union and the District shall utilize the grievance mediation process in an attempt to resolve a grievance before going to arbitration. The objective is to find a mutually satisfactory resolution of the dispute. A single mediator shall be chosen by the parties. A mediator may be chosen by the parties by informal means. If the parties cannot agree, the mediator shall be selected under the procedures of the Federal Mediation and Conciliation Service (FMCS). Two (2) representatives of the Union, and all necessary witnesses, shall receive their regular salaries or wages for the time spent in the grievance mediation proceeding, which shall be during working hours as stated in this agreement.

1. Grievances which have been appealed to arbitration shall be referred to mediation. The mediation conference with respect to a particular grievance shall be scheduled in the order in which the grievance is appealed to mediation with the exception of suspension or discharge grievances which shall have priority.
2. Within fifteen days, both parties shall notify FMCS and mutually agreeable arrangements shall be made for the conference.

The parties must submit a signed, joint request for FMCS assistance. The parties must agree that grievance mediation is not a substitute for contractual grievance procedures.

1. The grievant is entitled to attend the mediation.
2. The parties must waive any time limits in their labor agreement while the grievance mediation step is being utilized.
3. The grievance mediation process is informal and the rules of evidence do not apply. No record, stenographic or tape recordings of the meetings will be made.
4. The mediator's notes are confidential and will be destroyed at the conclusion of the grievance mediation meeting. FMCS is a neutral agency created to mediate disputes and maintains a policy of declining to testify for any party, either in court proceedings or before government regulatory authorities.
5. The mediator will use problem solving skills to assist the parties, including joint and separate caucuses.

6. The mediator has not authority to compel a resolution.
7. If the parties cannot resolve the problem, the mediator may provide the parties in joint or separate session with an oral advisory opinion.
8. If the parties cannot resolve the grievance, they may proceed to arbitration according to the procedures in this Agreement.
9. Nothing said by the parties during a grievance mediation, nor any documents prepared for a mediation session can be used during arbitration proceedings.
10. The parties must agree to hold FMCS and FMCS Commissioners harmless for any claim or damages arising from the mediation process.
11. Expedited Grievance Procedure-In the event a bargaining unit member is suspended for ten (10) working days or less, the bargaining unit member may omit STEP 1 of the grievance procedure and file a written request with the Director of Labor Relations, for a STEP 2 hearing, which shall take place within forty-eight (48) hours after said filing.

STEP FOUR: Arbitration

- A. If the matter is not resolved at Step Two, the Union shall have the right within thirty (30) work days of the date the Step Two answer is received by the Grievant to submit the matter to arbitration by informing the District that the matter is to be arbitrated. The fees and expenses of the arbitrator and the cost of the arbitration shall be borne equally by the District and the Union. The Union shall pay for its arbitration witnesses.
- B. The arbitrator shall render a written decision and award resolving the controversy and ordering all appropriate relief. The decision and award of the arbitrator shall be final and binding on the District, the Union, and the employees' affected. The arbitrator is prohibited from making any decision or award adding to or subtracting from or modifying in any way the provisions of this Agreement or which is contrary to law.
- C. The arbitration hearing shall be held and the award shall be made in Cuyahoga County, Ohio.
- D. An arbitrator will be selected from the FMCS in accordance with the voluntary labor arbitration rules.
- E. The Union has the right to expedited arbitration for any non-class action issue for which the District

may immediately impose discipline pursuant to Step Three, Paragraph 11 of this Article. Upon such declaration, the Union and the District will make immediate (within 24 hours) arrangements with the Federal Mediation and Conciliation Service for the expedited arbitration procedure and such procedure shall begin as soon as the Federal Mediation and Conciliation Service can initiate a hearing. It shall be the specific request of both the Union and the District to have a decision within seven (7) days of the hearing. Notwithstanding anything to the contrary above, the parties may by mutual written agreement, choose another expedited arbitration procedure.

- F. Class action grievances may be expedited by mutual agreement between the Union and the District.
- G. A non-class action issue shall be defined as an issue which impacts on five (5) or fewer bargaining unit members.

Civil Service Superseded. This provision supersedes and preempts any Civil Service procedures and the parties agree that Civil Service shall have no jurisdiction over any grievance.

ARTICLE 11

PROBATIONARY PERIOD

- A. New employees shall be considered to be on probation for a period of one hundred twenty (120) working days, and during such probationary period, the District shall have sole discretion to discipline or discharge such employees, and such actions during this period cannot be reviewed through the Grievance Procedure or through the Cleveland Civil Service Commission.
- B. If an employee is discharged or quits while on probation and is later rehired, s/he shall be considered a new employee and subject to provisions of Section A of this Article.

ARTICLE 12

SENIORITY

- A. Seniority, for the purpose of layoff, shall be an employee's uninterrupted length of continuous service with the Board as a member of the bargaining unit. An employee shall have no seniority during the probationary period provided in Article 11, but upon completion of the probationary period, seniority shall be retroactive to the date of hire. Except as otherwise stated herein (i.e. Article 13 and Article 15) seniority shall prevail in filling job vacancies, lay-off, recall, vacation selection and bumping rights.
- B. The District shall provide the Union with a copy of the seniority list and the list shall be updated every six (6) months.

Seniority shall be broken when an employee:

- 1. quits or resigns;

2. is discharged for just or proper cause;
3. is laid off for a period of more than sixty (60) months;
4. fails to report to work when recalled from layoff within three (3) working days from the date the District sends the employee notice by certified mail with return receipt (to the employee's last known address as shown on the District's records).

12.1 Seniority.

12.10 Seniority Defined. Seniority shall accrue to all employees in accordance with the provisions of this Agreement. District seniority shall be defined as the uninterrupted length of service with the District as computed from the most recent date of hire. Classification seniority shall be defined as the uninterrupted length of service by an employee in a particular job classification as computed from the most recent date of entry into such job classification.

12.11 Seniority Broken. Seniority shall be broken when an employee:

- a. quits or resigns;
- b. is discharged for just cause;
- c. is laid off for a period of time exceeding sixty (60) months;
- d. becomes unable to perform the duties of his or her job due to illness or injury and is unable to return to work after twelve (12) consecutive months;
- e. fails to report to work when recalled from layoff within three (3) working days from the date that the employee receives a recall notice and/or fails to report to work within three (3) days after such notification by certified mail with return receipt to the employee's last known address as shown on the District's records.

12.12 Superseniority. Superseniority for layoff and recall only shall apply for all Stewards.

12.13 Monthly List of New Employees to Be Provided To the Union. A list of all employees covered by this Agreement, hired or recalled during the previous month shall be furnished to the President of Local Union No. 436 on the first of each month.

12.14 Seniority List. The District shall create a seniority list for all members of Local Union No. 436 and meet with the Union to review the list containing each employee's District seniority and classification seniority, placement on the salary schedule and primary job site of the employee indicated thereon. The seniority list shall be provided to Local Union No. 436 by April 30 of each year. The District shall make the list available for inspection for all employees. Once the seniority list is established, the District shall use the list for seniority purposes as outlined in the Agreement. This list will be modified by agreement during the term of the contract to reflect new hires or

recalled employees. In cases of identical seniority, the employee with the lowest last four (4) digits in their social security number shall be considered the most senior.

ARTICLE 13

ROUTE ASSIGNMENT

Local Union No. 436 shall have input into the development and scheduling of routes prior to the assignment of drivers. The purpose of the input shall be to insure the effective and efficient delivery of services. After route development, management shall have an absolute right to assign and schedule routes.

The parties will agree to discuss routing after one year. In assigning routes the supervisor will take into consideration any input or circumstances which affect a driver's ability to perform the route.

ARTICLE 14

HOURS OF THE WEEK/INCLEMENT WEATHER

A. The normal work week for regular full-time employees in the bargaining unit shall be between 7:00 a.m. and 5:00 p.m. for forty (40) hours of work in five (5) days of eight consecutive hours each day. However, the District may modify an employee's starting and quitting times upon 14 days written notice to the employee.

B. There shall be a one-half hour lunch period each work day as scheduled by management. The lunch period may be taken by bargaining unit employees while engaged in the business of the District.

C. This Section shall not be construed as a guarantee of hours of work per day or per week, and the District reserves the right to establish and change hours of work, shifts and schedule of hours.

D. When the District is closed because of inclement weather day and employees are not required to be present, the Member shall be paid eight (8) hours for the day, even if not required to work. If a Member typically works a shift with more than eight (8) hours in a day, i.e., ten hour shift, then he or she shall be paid ten (10) hours for the day. If the District requires Members to be present when the District or a school building is closed because of inclement weather, then any bargaining unit member who is required to work shall be paid eight (8) hours pay, plus eight (8) hours mandatory report time. If a Member typically works a shift with more than eight (8) hours in a day, i.e., ten hour shift, then he or she shall be paid ten (10) hours for the day, plus ten (10) hours mandatory report time.

ARTICLE 15

OVERTIME - PREMIUM PAY

Overtime premium pay will be paid at the rate of time and one-half (1-1/2) their regular rate of

pay for all hours worked in excess of forty (40) hours in any one workweek, or for all hours worked in excess of eight (8) hours in any continuous twenty-four (24) hour period, beginning with the commencement of the employee's shift. Employees shall receive time and one-half (1-1/2) their regular rate of pay for all hours worked on Saturday and time and one-half (1-1/2) their regular rate of pay for all hours worked on Sunday. The District shall be the sole judge of the necessity of overtime. There shall be no pyramiding of overtime.

All overtime assignments shall be offered on a rotating basis starting with the most senior employee. If an employee refuses overtime the overtime shall be offered to the next employee on the list and the employee who refused overtime shall not be eligible until his/her name comes up next in the rotation. If overtime work is to be performed on a Saturday, then the District will first offer overtime to drivers from the Central Kitchen or warehouse before subcontracting.

The District will agree to pay a minimum of two (2) hours pay for all call outs and call backs.

Call-Out – If a driver is requested to report to work on any day other than a normal work day, and does report, the employee shall receive not less than two (2) hours pay for the call-out. All hours for a call-out shall be paid at the rate of one and one-half (1 ½) times the regular hourly rate, unless the call-out is for a Sunday or a Holiday then the appropriate premium rate shall be paid.

Call-Back- An employee who is released after having completed their normal workday and is then called back to work, and does report, shall receive not less than two (2) hours pay for the call-back. All hours for a call-back shall be paid at the rate of one and one-half (1 ½) times the regular hourly rate, unless the call back is for a Sunday or a Holiday then the appropriate premium rate shall be paid.

ARTICLE 16

TEN AND TWELVE-MONTH POSITIONS

Notwithstanding any other provision of this Agreement, the following conditions shall govern the implementation of ten and twelve-month positions:

1. No work which is, or could be performed by employees of the District without any additional training shall be subcontracted, so long as active employees of the District or employees on a recall list (if such a list exists) are willing and able to perform the work.
 - a. Extra work on weekdays and/or weekends shall be posted once the need for the extra work becomes available. Where possible, bargaining unit members will be offered the extra work before a subcontractor is utilized.
 - b. If said employees are unable to complete the job within a reasonable time as determined by the operational needs of the District, then outside services shall be contracted.

- c. The District will not subcontract services that will result in layoff of members of this bargaining unit nor to fill any vacated or newly created positions within the Union's jurisdiction. If the subcontracting is expected to last for more than 30 consecutive days then any employees on the recall list who are able to perform the work shall be recalled before work may be subcontracted.
 - d. There may be times when the limitation with respect to subcontracting may not be appropriate due to competition or other reasons. Where the District Truck drivers shall receive demonstrable and substantial financial benefits with changes to the subcontracting clause, the District may request a meeting with the union to discuss possible changes to the subcontracting clause. The meeting shall be held within fifteen (15) days of notification to the other party. No changes shall be made to the subcontracting clause unless mutually agreed upon by the Union and the Employer. The Union will not unreasonably refuse to permit subcontracting under this paragraph. Any agreed upon changes shall be limited to a specific job or project that will have a duration of thirty (30) days or more.
- 2. Twelve month employees employed prior to July 1, 2007 will be "red circled" for as long as they are employees in their current position.
 - 3. Twelve month employees hired prior to July 1, 2007 eligible for recall to existing positions shall be eligible for a "red circled" or a 12-month position subject to the 12-month conditions
 - 4. Both the 10-month and 12-month positions will be for 8 hours per day.
 - 5. Subject to Article 14, the standard workweek for both the 10-month and 12-month positions shall be 40 hours per week.
 - 6. Subject to Article 14, the standard work year for ten (10) month employees shall be the regular school year with start and end days determined by the District.
 - 7. The following paid holidays shall be granted to twelve month (12) employees providing the employee works the day before and the day after the holiday. Those holidays are: New Year's Day, Martin

Luther King Day, President's Day, Good Friday, Memorial Day, Juneteenth*, Independence Day, Veteran's Day, Thanksgiving Day and the following Friday, one half (1/2) day for the day before Christmas and Christmas Day. Ten month employees shall be granted the above paid holidays and shall not be entitled to holiday pay for Juneteenth or Independence Day unless working the day before the holiday.

Regular employees working on the day before Christmas, will be given one-half (1/2) of their regularly appointed daily hours as holiday pay. When such early release occurs, regular employees not scheduled to work on those days will be given one-half (1/2) of their regularly appointed daily hours as holiday pay provided they are in pay status and actually work on the work days immediately before the holiday.

- Following the 2020-2021 school year, the addition of the Juneteenth holiday will be subject to the Board's approval of that holiday. To be eligible for payment for the Juneteenth holiday, the employee must actually work the scheduled work day before and the scheduled work day after the holiday.

8. The annual pay will be paid over 26-pays.
9. Sick Leave will be accrued at the rate of 1.25 days per month.
10. All Local Union No. 436 employees will accrue three (3) Special privilege days per year prorated for 10 month employees. Special Privilege Leave shall be granted subject to approval
11. Except as otherwise provided in Article 15, in the event of extra work or reduction in force, recognized seniority rules shall prevail (i.e. Extra work shall go to the most senior employee, and least senior employees shall be reduced prior to more senior employees.)
12. The existing probationary period remains per the Agreement, and release during the period shall not require justification.
13. All employees must have on file with the Department of Human Resources a current home address and telephone number. Post office boxes are not acceptable.
14. Labor Management/Safety Committee Workshops. Representatives of the District and no more than four (4) Union representatives will meet once every three (3) months to discuss current labor-management

safety issues. The Union representatives shall include up to two (2) Business Representatives and two (2) stewards. Either party may cancel a scheduled meeting, but the minimum of one meeting per calendar quarter must be held if so requested by either party. The conditions deemed as improper for safety and health will be corrected as soon as possible, and serious conditions shall be corrected immediately. All participants shall be paid for their time at these workshops. Either party will submit their agenda three (3) work days before the scheduled meeting. These meetings shall take place at a mutually agreed upon District facility.

ARTICLE 17

SICK LEAVE AND LEAVES OF ABSENCE

- A. Each current regular employee shall be credited with paid sick leave at the rate of 1.25 days per month worked up to a maximum of fifteen (15) days. For example, 10 month employees are entitled to 12.5 days of sick leave.
- B. Unused sick leave shall be cumulative without limitation.
- C. Employees may, upon approval, use sick leave for absence due to personal illness, injury or exposure to contagious disease which could be communicated to others. Sick leave may also be used for absence due to illness, injury or death of the employee's family, i.e., spouse, child, parent, brother and sister.
- D. One day's sick leave is authorized to attend the funeral of the employee's niece, nephew, first cousin, aunt, uncle, grandparent, grandchild, in-law, stepparent or immediate household member. If necessary, more than one (1) day sick leave may be approved by the employee's supervisor.
- E. Each employee, upon return from sick leave, is required to submit a written, signed statement to justify the use of sick leave. At the District's request, a certificate from a licensed physician shall be required of an employee immediately upon return to work from paid sick leave if the District suspects sick leave abuse, or to confirm the wellness of the individual to return to work.
- F. An employee who renders service on a part-time basis shall accumulate sick leave at the same rate as that granted like full-time employment.

G. An employee who has exhausted his sick leave or a new employee may be advanced up to five (5) days sick leave within the current year at the discretion of management. This advance of sick leave must be earned during the remainder of the school contract year. Unearned sick leave charged to an employee will, at the end of the school year, or at the termination of services, whichever occurs earlier, result in loss of pay.

H. The District and Union agree to follow the terms of the Attendance Policy attached as Appendix B.

I. Any employee desiring a leave of absence from his/her employment shall secure written permission from both the Union and the Employer for both the leave and the terms of the leave. The maximum leave of absence shall be for ninety (90) days and may be extended for like periods. Permission for extension must be secured from both the Local Union No. 436 and the Employer. The Leave of Absence will not be granted for purposes of trying out for another job. For shorter term leaves needed to attend to personal or family matters, an employee may request up to three (3) unpaid days of personal leave, subject to approval of the Director of Food Services or the Distribution and Logistics Manager/Designee.

J. Perfect Attendance Program

Perfect Attendance Program

How to Qualify: CMSD'S Perfect Attendance Program rewards ELIGIBLE Local 436 bargaining unit members who have not used the following for a given quarter within a given school year:

Sick Leave

Sick Family Leave

Absent without pay leave

Discipline time off

Qualification for Perfect Attendance is determined by the payroll system in cooperation with Human Resources.

Definition of Calendar Year: For bargaining units that participate in the Perfect Attendance Program, the applicable

school year base periods are as follows:

Base Period 1-From Pay Period 1 through Pay Period 6 of the same school year

Base Period 2-From Pay Period 7 through Pay Period 13 of the same school year

Base Period 3-From Pay Period 14 through Pay Period 20 of the same school year

Base Period 4-From Pay Period 21 through Pay Period 26 of the same school year

Rewards: Bargaining Unit members who meet the criteria are eligible for Perfect Attendance rewards. The reward is \$50.00 per quarter period for a maximum of \$200.00 per school year.

Eligibility requirements: The 436 Bargaining Unit member staff attendance average must meet or exceed 95% as a whole per base period before any individual bargaining unit member is eligible to receive the attendance bonus. Regular full-time bargaining unit members are eligible to receive the attendance bonus.

ARTICLE 18

ASSAULT LEAVE AND TRANSITIONAL WORK PROGRAM

A. An employee who is unable to work because of a physical disability resulting from an assault received in the course of employment, or in the discharge of other official assigned duties for the District, shall be maintained in full pay status on assault leave, for the period of time set forth in paragraph B herein. Assault leave granted under these conditions shall not be charged against sick leave, earned or unearned. Provided the employee assault is reported in writing within 24 hours and the employee immediately files for workers compensation.

An employee must seek medical attention as soon as reasonably possible from the time that he/she has knowledge of an injury, must immediately report the assault to the principal, other District Administrator or other appropriate District personnel if the principal or Administrator is not available, and must complete an incident report form and an assault leave form in order to be eligible for this benefit. The District may make reasonable modifications to the incident forms and the assault leave forms from time to time.

A certificate from a licensed physician stating the nature of the disability and its anticipated duration must accompany an assault leave form furnished by the District.

Any assault leave extending five (5) days shall be subject to review by a District-appointed physician, including a physical examination at the physician's discretion to justify the use of assault leave. Falsification of either a signed statement or a physician's certificate will be grounds for termination of employment.

If an employee's absence resulting from assault is covered by Workers Compensation, the District shall provide the additional compensation that will provide the employee with the same pay rate received at the time of the assault for up to six (6) months from the date of the commencement of the assault leave or the duration of the school year (whichever is longer). If the payment from the District reduces Workers Compensation payments, the District will make the employee whole for his/her full pay.

B. An employee shall be granted an assault leave of up to three (3) calendar months unless the employee has had a claim resulting from the assault approved by the Bureau of Workers Compensation, in which case the employee shall be granted an assault leave of up to six (6) months or the duration of the school year (whichever is longer). The employee shall be limited to compensation paid through Workers Compensation after six (6) months or the duration of the school year (whichever is longer). Along those lines, the District and Union agree to follow the terms of the Transitional Work Program attached as Appendix C. The Transitional Work Policy is attached as Appendix D.

ARTICLE 19

SPECIAL PRIVILEGE LEAVE

A. Consideration will be given to written requests for special privilege leave (not exceeding three (3) days in any school- year) which cannot be legally charged to sick leave. These shall include:

- 1) Religious and/or holy days not included in the school calendar;
- 2) Compulsory court appearances;
- 3) Marriage in the immediate family. Immediate family shall be considered self, son, daughter, brother, sister, mother, father, member of the immediate household;
- 4) College graduation of member of immediate family, as defined above, but shall include the spouse;
- 5) School related conference for employee's child;
- 6) Paternity;
- 7) Clearly specified family emergency. Family emergency is defined as a sudden and unexpected occurrence which requires the immediate attention of the employee and justifies interrupting the employer's work schedule.

B. Fractional use of special privilege leave shall be allowed in one-half (1/2) day increments.

C. Except in an emergency, such requests must be directed to the immediate supervisor well in advance of the date. Such leave may be granted, and if granted, shall be without loss of pay or accumulated sick leave.

D. Unrestricted Special Privilege Leave.

- 1) These days shall not be taken during or before two (2) weeks of student attendance or the last ten (10) working days of the school year or the work day before or after a paid holiday or vacation period.
- 2) In emergency situations during the times noted in 1, above, approval may be granted by the Supervisor using the family emergency procedure. Family emergency is defined as a sudden and unexpected occurrence which requires the immediate attention of the employee and justifies interrupting the employer's work schedule. Other than as an emergency, Unrestricted Special Privilege Leave days shall not require approval, explanation, or documentation; however, no two (2) drivers shall be granted Unrestricted Special Privilege Leave for the same day. Approval shall be on a "first come" basis.
- 3) This leave shall not need justification or explanation by the employee but the applicant will give five (5) days notice except in emergency. Written notice must be on file in the payroll office before pay for that day is granted.
- 4) Unused Unrestricted Special Privilege Leave days shall roll-in to accumulated Sick Leave.
- 5) Special privilege leave may be taken in half or full day increments.

ARTICLE 20

SEVERANCE

A. An employee who has had ten (10) or more years of Cleveland Public School service may elect to receive at the time of retirement, under the appropriate state retirement system, a cash payment equal to the value of thirty percent (30%) of his/her accumulated but unused sick leave credit up to a maximum of \$30,000.00.

B. If the retiring employee is on less than a full-time schedule at the time of retirement, the calculation of the thirty (30) days (or whatever days are due) is to be based on the average work day during the year immediately preceding the effective date of retirement.

C. The calculation of severance pay shall be made on the basis of each eligible employee's regular daily rate of compensation at the time of retirement. Excluded from such calculations shall be longevity differentials, all premium payments, regularly scheduled overtime and all other forms of additional or supplemental compensation.

D. Severance pay shall be given only to those employees who have given the District written notice, on such forms as may be prescribed by the Deputy Chief of Human Resources prior to the date of retirement or prior to the last day in earning status, whichever may occur earlier.

E. The receipt of severance pay shall eliminate and forever cancel all future claims to all sick leave accumulated but unused by the employee at the time of retirement.

F. The payment of severance pay shall be made only once to any employee. Such payment shall be made in January following the year in which the retirement becomes effective.

ARTICLE 21

REDUCTION IN WORK FORCE OR LAYOFFS

Whenever it becomes necessary to reduce the number of employees in the bargaining unit due to abolition of a position; lack of funds or lack of work, employees in that classification shall be laid off in the inverse order of seniority under the following rules:

A. The person with the lowest job classification seniority in the classification affected shall be the first laid off. If further layoffs are necessary, the same procedure shall be used.

B. Effective with the 2015-2016 school year, the layoff and recall provisions shall be controlled by Article 38 Evaluation, for only those employees that are in the Ineffective/At Risk category that have been placed in a Performance Improvement Program. The lay off and recall provisions of Article 21 shall control for employees not in the Ineffective/At Risk category who do not have a Performance improvement program:

C. Recall

D. Employees who are laid off or eventually bumped out of a classification shall be placed on a recall list. Employees will be recalled to work in the order in which they appear on the recall list except that if an employee has received the lowest evaluation rating for at least the initial and six (6) months evaluations, as set forth below, and is then laid off (in order of seniority), the District may decide to recall a less senior laid off former bargaining unit member prior to recalling such individual. If there is more than one employee with the lowest rating, the most senior employee with the lowest rating shall be recalled before the less senior employee with the lowest rating. An employee shall remain on a recall list for sixty months after his/her layoff or bumping out of a classification. The District shall provide the union with the recall list.

E. Additions to those recall lists shall be sent, in writing, to the Union as soon as the employees are laid off from or bumped out of a classification. A complete updated list shall be provided to the Union at least quarterly.

F. Filling of Vacancies from the Recall List. When a vacancy occurs within a classification, the vacancy shall be filled by the employees on the recall list for that classification in the order in which the employees are ranked on the list, provided the employee meets the requisite minimum qualifications for the classification, and/or has the required commission, certification, or licensing in his or her possession at the time of the recall. An employee who is offered such a vacancy, in writing, and refuses to accept that position shall be removed from the recall list. The District will not fill any position with a new hire while a recall list for that classification is in effect. All day-to-day, substitute, or temporary positions shall be hired from the recall list for the classification in which employees are needed, if such a recall list exists. However, the employees who wish to be on the day-to-day, substitute, or temporary help list must inform the District of that in writing at the time their layoff becomes effective. The District will offer each employee the appropriate request form to be placed on that list prior to the last day of work of that individual laid off employee. If the day-to-day, substitute, or temporary position shall be for more than sixty (60) days, other than where the position is unstaffed due to an approved leave, the position shall be considered a vacancy and shall be filled by the employees on the recall list for that classification in the order in which the employees are ranked on the list.

G. The District shall send notification by certified mail to the Union and the laid off employee of vacancies to be filled from the recall list. The letter sent to the Union shall include the name of the laid off employee(s), the vacant position/classification and the building/location of the vacant position as they become available.

H. The District will attempt on three (3) occasions within 48 hours to contact the laid off employee via telephone using the last known telephone number on record. If the District is able to contact the laid off employee by telephone, the employee will be given the opportunity to accept or reject the vacant position over the phone. If after three (3) good faith attempts within the 48 hour period described above the District has not reached the employee, the next senior laid off employee in within the appropriate evaluation band will be offered the position. The employee who the District was unable to contact will be offered the next available position in his/her classification.

I. The District will then send a letter to the employee by certified mail indicating the laid off employee's acceptance or rejection of the vacant position. Included with the letter will be a form to be

completed, signed and dated by the laid off employee indicating acceptance or rejection of the vacant position, and return instructions. If no response is received within three (3) days after the letter is mailed, the employee shall be deemed to have rejected the position and shall be removed from the recall list.

J. An employee who is offered such a vacancy, in writing, and refuses to accept that position shall be removed from the recall list. The District will not fill any position with a new hire while a recall list for that classification is in effect. All day-to-day, substitute or probationary employees shall be hired from the recall list for the classification in which employees are needed, if such a recall list exists. However, the employees who wish to be on the day-to-day substitute list must inform the District of that in writing at the time their layoff becomes effective. The District will offer each employee the appropriate request form to be placed on that list prior to the last day of work of that individual laid-off employee.

K. The parties agree that this procedure shall supersede any applicable Revised Code or Civil Service statute, rule or regulation.

L. The District shall provide the President of the Union with a written notification of all transfers of bargaining unit personnel within ten (10) days after the effective dates of such transfers.

M. Temporary layoffs (6 weeks or less) shall be made on a classification- by-classification basis. Employees temporarily laid off shall be laid off in inverse order of their service within the bargaining unit in the classification in which the lay-off occurs. This clause is intended to cover unanticipated emergencies and shall not be used to deprive bargaining unit members of work.

ARTICLE 22

HOLIDAYS

A. All full-time, permanent twelve (12) month hourly employees who have completed their probationary period shall be entitled to the following paid holidays:

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
Juneteenth*
Independence Day

Labor Day
Thanksgiving Day
Day after Thanksgiving
One half (1/2) day the day before Christmas day
Christmas Day
Veteran's Day

* Following the 2020-2021 school year, the addition of the Juneteenth holiday will be subject to the Board's approval of that holiday. To be eligible for payment for the Juneteenth holiday, the employee must actually work the

scheduled work day before and the scheduled work day after the holiday.

- B. When a holiday falls on a Saturday, the preceding working day not a holiday, shall be deemed to be that holiday. When a holiday falls on a Sunday, the following work day not a holiday shall be deemed to be that holiday.
- C. An employee must have accrued earnings on that working day immediately preceding and succeeding the holiday to be paid for the holiday. Any employee required to work on a holiday shall be paid at two and one-half (2-1/2) the regular rate of pay for all hours worked.
- D. Nothing under this article prohibits the Board of Education, President, Governor or State Legislature from declaring additional holidays for which all employees shall be paid.
- E. Hours to be paid for purposes of holiday pay shall be calculated according to the number of hours the employee regularly works. In calculating the number of hours the employee regularly works, overtime hours shall not be included.
- F. Regular employees working on the day before Christmas, will be given one-half (1/2) of their regularly appointed daily hours as holiday pay. When such early release occurs, regular employees not scheduled to work on those days will be given one-half (1/2) of their regularly appointed daily hours as holiday pay provided they are in pay status and actually work on the days immediately before and after the holiday.

ARTICLE 23

VACATION

- A. All employees in the Bargaining Unit shall receive the vacation designated below, with pay, each year in accord with their employment with the Board.

SERVICE

VACATION EARNED FOR EACH MONTH OF SERVICE

Less than 4 years	1.25 days (12 months - 15 days)
From 4 - 12 years	1.83 days (12 months - 22 days)
From 12 - 15 years	1.92 days (12 months - 23 days)
From 15 - 16 years	2.00 days (12 months - 24 days)
Beyond 16 years	2.08 days (12 months - 25 days)

Twelve (12) Month Employees

- B. Employees shall accumulate vacation for each month that they are in active payroll status. Each

employee has available to him on July 1st of each year that vacation (and only that vacation) which he has earned since the previous July 1st. He then has a year within which to take this vacation. Once an employee has scheduled his vacation and received approval from the employer, the employer shall not make changes in the vacation schedule except under emergency situations. Vacation requests must be approved within ten (10) days after being submitted.

- C. Because vacation may not be carried into the next school year, it is necessary for each employee to assure that his/her schedule at Christmas, Easter and the summer period will accommodate the vacation days due. In emergencies, employees may, if approved, take vacation during other times of the year. In the event that the delivery of basic student supplies resumes, the time period from July 15, through August 30 will not be available for vacation selection by bargaining unit employees.
- D. Persons regularly employed for less than a full day will be entitled to vacation days at their normal rate of compensation and employment.
- E. Twelve (12) month employees earning vacation from June 1st to the following June 1st must use all vacation earned during the following twelve (12) months, i.e., prior to the next June 1st. They may not carry it beyond this time.
- F. Credit for a month's services will be granted:
 - 1. If the employee works (or is otherwise in pay status) through the fifteenth (15th) of the month; or if he starts work on or before the fifteenth (15th) and works through the end of the month.
- G. At the end of the annual accumulation period on June 1st, twelve (12) month employees will have their prior twelve (12) month accumulation totaled and rounded off with one (1) full day's credit being given for any accumulation of .50 days or more, while anything less than this amount will be dropped.
- H. Any employee hired on or after July 1, 2013 for a ten - month position shall not be entitled to vacation time or vacation pay while he/she holds that position. If such employee is awarded a twelve month position, such employee will be entitled to vacation time or vacation pay in accordance with the contract. For purposes of calculating vacation in the twelve-month position, such employee will be given credit for his/her years of District service. Any employee holding a ten - month hourly position as of June 30, 2013 shall have the value of the vacation as of June 30, 2013 incorporated into the employee's hourly rate, and shall not accrue any vacation time after June 30, 2013. The value of the vacation as of June 30, 2013 shall be incorporated into the employee's hourly rate. For example, if a ten-month employee is regularly scheduled to work 1000 hours per year and such person would be entitled to \$1000.00 in vacation pay, the hourly rate shall be increased by \$1.00 per hour. Any accrued but unused vacation earned as of June 30, 2013 shall be paid out on _____. If a ten-month employee is paid on an annual salary basis as of June 30, 2013, his/her vacation is currently incorporated into the annual salary. Effective July 1, 2013, vacation will be eliminated for ten month salaried employees and shall not accrue any vacation time after June 30, 2013. The value of the vacation as of June 30, 2013 will be incorporated into his/her base salary thereby becoming his/her annual salary. For example, if a ten-month employee's annual base salary is \$30,000 and that employee as of June 30, 2013 is entitled to vacation worth \$1000, effective July 1, 2013, the annual salary shall be \$31,000. If a ten month employee hired on or before June 30, 2013 becomes a twelve month employee, his/her base hourly wage will be adjusted to eliminate the vacation conversion portion of the wages and the employee's base wage shall be the base wage without the vacation conversion portion of

the wages.

- I. An employee does not earn vacation during any month that he is out of pay status, such as on a Leave of Absence.
- J. All vacation allowances will be paid on regularly scheduled pay dates.
- K. Holidays occurring within a vacation period will not be counted as vacation days.
- L. All vacation that has been earned by a twelve month employee will be made available in cases of resignation, discharge or death, except that an employee terminating prior to six (6) months of employment will not be paid for any vacation. Any vacation that may have been paid to a less than six (6) month employee will be deducted or otherwise recovered.
- M. Vacation Buyback
 - a. Before any vacation days may be cashed in, a bargaining unit member must have a minimum of fifty (50) vacation days accumulated.
 - b. A bargaining unit member may cash in up to ten (10) vacation days.
 - c. It is up to the discretion of the Chief Executive Officer and the Chief Financial Officer as to whether a buyback will be available in any given year, based upon the District's financial condition.
 - d. The District will advise the bargaining unit no later than July 15 regarding the availability of the buyback option. Bargaining unit members may cash in their available days at any time through June 30 of the same fiscal year.

ARTICLE 24

SEVERANCE PAY and DEFERRAL PLAN

A. Notwithstanding anything in District policies to the contrary, in accordance with this labor contract and any related provisions of a plan document adopted by the District to comply with the requirements of Internal Revenue Code ("IRC") Section 403(b), retiring employees shall have their severance pay mandatorily paid into an annuity contract or custodial account that is designated to meet the tax-qualification requirements of IRC Section 403(b) ("Tax Sheltered Annuity" [TSA]), hereinafter referred to as the "403(b) Plan". The provisions of this Article are effective for all employees whose effective date of retirement is after July 1, 2007.

B. Participation in the 403(b) Plan shall be mandatory for a bargaining unit employee who retires after the calendar year the employee has attained age 54 and is entitled to "Severance Pay". An employee who is required to participate in the 403(b) Plan is hereinafter referred to as a "Participant".

C. For purposes of the 403(b) Plan, the terra "Severance Pay" shall include all of the following types of cash payments that are payable to a Plan Participant upon retirement:

- 1) Any severance pay that is payable to a retiring bargaining unit employee under Article 20; and
- 2) Upon agreement of the parties, any payment made to an employee pursuant to an early separation plan, should such a plan be offered at any time within the duration of this labor contract.

D. If a retiring employee is a Participant in the 403(b) Plan, an employer contribution shall be made on his/her behalf under the 403(b) Plan in an amount equal to the lesser of

- 1) The total amount of the participant's Severance Pay; or
- 2) The maximum contribution amount allowable under the terms of the 403(b) Plan.

To the extent that a Participant's Severance Pay exceeds the maximum amount allowable under the 403(b) Plan in the calendar year of payment, the excess amount shall be payable to the 403(b) Plan in January of the following calendar year; and if the amount to be paid to the 403(b) Plan in January of the following year exceeds the maximum amount that is permitted under the 403(b) Plan for such calendar year, the excess shall be paid to the Participant in cash.

E. The TSA shall be used for the 403(b) Plan shall be the AIG VALIC Portfolio Director Series 6 group annuity contract. 403(b) Plan participants shall be required to complete AIG VALIC enrollment forms; and unless and until a member does so, no contribution of Severance Pay shall be made to under the 403(b) Plan on behalf of the member.

F. If a Participant is entitled to have a contribution paid to the 403(b) Plan and dies prior to such contribution being paid to the 403(b) Plan, the contribution shall be paid to the TSA provider and then paid to a Beneficiary of the employee in accordance with the terms of the TSA provider contract; provided, however, that if the Participant does not have a TSA in effect at the date of death, the Severance Pay shall be paid in cash to the estate of the deceased bargaining unit employee.

G. If a bargaining unit employee is entitled to Severance Pay and is not required to be a Participant in the 403(b) Plan, the bargaining unit member's Severance Pay shall be payable to the bargaining unit employee in a lump sum cash payment by a date selected by the Chief Financial Officer (CFO) that is not later than 2-1/2 months after the last day of the bargaining unit employee's employment. However, in accordance with the requirements of IRC Section 403(b) and other applicable federal income tax law, a bargaining unit employee may elect to have all or a portion of the bargaining unit employee's Severance Pay deferred into a TSA or into a trust, custodial account or annuity that is intended to be part of a deferred compensation plan that is tax-qualified under IRC Section 457(b) ("Section 457 Plan") that is otherwise maintained by the District for its employees.

The CFO shall have authority to establish rules relating to the elective deferral of Severance Pay as the CFO shall deem to be necessary or desirable to assure compliance with the applicable federal income tax law.

If a bargaining unit employee is entitled to a cash payment of Severance Pay, has elected to defer some or all of it to a TSA or Section 457 Plan, and dies prior to the date such amount is paid to the TSA or Section 457 Plan, the amount that the employee had elected to be paid to a TSA or Section 457 Plan shall nevertheless be paid to the TSA or Section 457 Plan. If a bargaining unit employee had not designated a specific TSA or Section 457 Plan, it shall be paid to the last TSA or Section 457 Plan which had received contributions on behalf of the deceased bargaining unit employee; provided, however, that if the bargaining unit employee had no TSA or Section 457 Plan, the deferred amount shall instead be paid to the deceased bargaining unit employee's estate. If a bargaining unit employee is entitled to a cash payment of severance pay, to the extent that the bargaining unit employee has not elected to defer such amount to a TSA or Section 457 Plan and dies prior to the date of such payment, the amount payable in cash shall be paid to the estate of the bargaining unit employee.

H. All contributions to the 403(b) Plan and all deferrals to a TSA or Section 457 Plan, and all cash payments to all bargaining unit employees, shall be subject to reduction for any tax withholding or other withholding that the CFO determines is required by law. Neither the District, nor the CFO, nor Local Union No. 436 guarantee any tax results associated with the 403(b) Plan or deferrals to a TSA or Section 457 Plan, or cash payments made to a bargaining unit employee.

I. The CFO of the District may execute any and all legal documents that may be required to establish and maintain the 403(b) Plan, including, without limitation, hold harmless agreements with TSA providers, and to make any required filings with the Internal Revenue Service or other governmental agencies. In addition, the terms of this 403(b) Plan that provide for the deferral of Severance Pay may be subsequently incorporated into

the terms of a plan document that is adopted to comply with the requirements of IRC Section 403(b). Further, the CFO may adopt rules and regulations relating to plan administration as the CFO deems to be necessary or desirable for plan administration and compliance with applicable law.

ARTICLE 25

HEALTH and INSURANCE BENEFITS

Section I. Eligibility. All bargaining unit members employed who work between 19 and 30 hours per week will be eligible for health insurance coverage (and are eligible for dental and vision care benefits) on the same terms as full-time employees.

Section 2. Working Spouse Insurance Coverage.

- 1) Effective July 1, 2013, and except as provided below, if a bargaining unit member enrolls his/her spouse in any of District's health insurance plans and that spouse is eligible to participate (either as a current employee or retiree) in group health insurance sponsored by his/her employer or retirement plan, the bargaining unit member shall pay a contribution of \$150.00 per month in addition to the employee monthly contribution for family coverage set forth in Section 2 below.
- 2) Upon the spouse's enrollment in his/her employer's healthcare plan or retirement plan, that plan will provide primary coverage for the spouse and the District's plan will provide secondary coverage so long as the bargaining unit member is enrolled in the District family coverage, and the amount set forth in subsection 1 will not apply.
- 3) During the open enrollment period, every bargaining unit member who has family coverage which includes a spouse who participates in the District's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the District a written declaration verifying whether his/her spouse is eligible to and shall participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer or retirement plan provider, effective not later than January 1, 2014.
- 4) Any bargaining unit member whose spouse becomes eligible for any employer/retirement plan sponsored coverage any time outside of the annual open enrollment period shall notify the District within thirty days of initial eligibility date.
- 5) If a member submits false information about his/her spouse or fails to timely notify the District of a change in the spouse's eligibility for employer or retirement plan sponsored group health and/or prescription drug insurance coverage, the member may be subject to disciplinary action up to and including termination. In addition, the bargaining unit member shall be personally liable to the District for reimbursement of the costs of benefits and expenses. The bargaining unit member's spouse shall also be immediately terminated from the District's group health insurance and/or prescription drug insurance coverage. Any action taken pursuant to this section shall be subject to the discipline and grievance procedure.
- 6) Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer or retirement plan provider, (unless the bargaining unit member enrolls the spouse in the District's plan and pays the \$150.00 monthly contribution as set forth above), as otherwise required by this section, shall be ineligible for benefits under any group healthcare/prescription drug plan sponsored by the District.

7) Any bargaining unit member whose spouse is a retired District employee with at least ten 10 years of full-time service with District and whose spouse is eligible for STRS or SERS health care and/or prescription benefits may elect to cover the spouse as primary. The retired spouse does not have to enroll in the STRS or the SERS health care and/or prescription plan. However, if the retired spouse should become employed and such employer offers group healthcare insurance, then that spouse and District employee are required to comply with Subsections 1-6 above.

Section 3. Medical Benefits.

- 1) Subject to the limitations in Section 1 above, during the enrollment period each year (November) each eligible employee may elect either single or family coverage from one of the following health care provider plans: Anthem, Medical Mutual Super Med Plus, or UHChoice. The level of health insurance, prescription drug insurance, dental, and vision coverage provided or in the case of self-insurance, under the self-insurance program, will be summarized in Appendix "E", infra. The effective date of coverage shall be the first month following thirty (30) calendar days of employment. All pre-existing conditions will be covered where an employee chooses during the election period to change plans, unless currently restricted by HIPAA guidelines.
- 2) Effective January 1, 2018, employees who enroll in either single or family coverage, will pay ten (10) percent of the monthly premium (COBRA equivalency). The employee contribution based upon the COBRA equivalency rate shall be calculated and become effective for the coverage periods beginning on January 1, 2019 and recalculated effective each January 1 thereafter. All employee contributions will be made by payroll deduction with the annual cost of health care benefits charged equally installments twice each month.

The monthly contributions for Anthem and MMO SuperMed plus PPO shall be subject to the following monthly caps for the duration of this agreement: (i) for single coverage--\$110.00; and (ii) for family coverage--\$235.00. Employees who enroll in either single or family coverage will pay the following monthly employee contributions for the duration of this agreement for UHChoice: (i) for single coverage--\$50.00; and (ii) for family coverage--\$120.00.

However, if an employee and covered spouse (if the District is the primary provider for health care for both the employee and spouse) annually voluntarily participates prior to the open enrollment period (1) in biometric testing consisting of Body Mass Index (BMI), glucose, blood pressure and cholesterol testing and (2) completes a health risk assessment, the above employee contribution shall be reduced to the following: (i) for Anthem and MMO—single coverage--\$85.00, family coverage--\$190.00; and (ii) for UHChoice—single coverage--\$35.00, family coverage--\$100.00. The tests and assessments shall be at no cost to the employee/covered spouse if billed by the provider as preventative care services as defined below. Results will be shared only with the individual employee (in the case of a covered spouse, only with that spouse) and the employee's physician (in the case of the covered spouse, only with the covered spouse's physician). Where the District is the primary provider for healthcare to the employee and the employee's spouse, both the employee and spouse must successfully complete the testing and assessment to receive the lower rate set forth in this paragraph. The testing and/or assessment shall be conducted through the employee's physician (or, if the employee's spouse is being tested/assessed, by the spouse's physician). The physician shall complete the form attached as Appendix "E-4", infra. and submit that form to an independent third party mutually selected by the District and Local Union No. 436. That independent third party shall advise the District only that: (i) the employee/covered spouse has completed the above test and assessment; and (ii) the date of such completion. The District and Local Union No. 436 will jointly promote participation in these tests.

The District shall provide, at a minimum, the preventive services covered by the Affordable Care Act as of September 23, 2010 without any employee copayment or co-insurance or deductible. Those services are set forth in Appendix 13-D, infra. The District's obligation shall continue without regard to the continuing existence of the Affordable Care Act.

The District may change the named providers above so long as the new provider's plan design remains substantially similar and provided that a disruption analysis shows minimal impact to employee plan participants with regards to the participant's health care providers.

Effective September 1, 2010, the following changes were implemented:

A. Preventative care: 100% covered for all services and frequencies per specified age/gender guidelines, and where no specific frequency/age/gender guidelines, then as determined by the doctor as to whether or not the service is preventative, in which case it shall be covered 100% by the District.

Women's Health

1. Mammogram
2. Pap Test
3. Bone mineral density test (age 60 and over)
4. HPV (ages 11-26)

Men's Health

1. Prostate Specific Antigen and digital rectal exam
2. Abdominal Aortic Aneurysm (age 65 and over)

General

1. Fecal occult blood test (annual)
2. Flexible Sigmoidoscopy (every 5 years)
3. Colonoscopy (every ten years)
4. Diabetes Fasting glucose (sugar)
5. Cholesterol (every 5 years) is summarized in Appendix E-1.

B. Mental Health Drug Abuse and Alcoholism. Coverage for in-patient and out-patient services for mental health, drug abuse, and alcoholism treatment shall remain unchanged in all plans as such coverage existed on June 30, 2017 and as summarized in Appendix "E-2".

C. Health Care Coverage Stability. The District may drop add to or substitute any health care provider during the term of this Agreement.

D. Self-Insurance. The District may explore and implement self-insurance for any or all components of its health insurance program including medical, prescription, dental, and vision, provided (a) the level of benefits and services set forth in this agreement or any extensions

thereof and the respective Certificates of Coverage are equal to or better than those in effect on June 30, 2007; (b) the disruption analysis of the non-Kaiser network of providers and facilities is less than ten percent; (c) the self-insurance network will include both the University Hospitals Health System Network and the Cleveland Clinic Health Systems Network; (d) all preexisting conditions will be covered unless currently restricted by HIPAA. Notwithstanding the above language, Kaiser shall remain as an option through the end of the 2009-2010 school year and shall not be considered as part of the disruption analysis.

E. Open Enrollment and Hard Audit. Unless otherwise agreed by the District and Local Union No. 436, open enrollment shall be the entire month of November for coverage effective January 1 of the following year. During the open enrollment period, the District shall have the right to conduct a hard audit as described herein requiring employees to produce acceptable documentation to establish eligibility for coverage for the employee as well as any claimed dependents and/or spouse. The required documentation may include, but is not limited to, birth certificates, custody decrees, marriage licenses, working spousal coverage, and/or verification of student status.

Section 3. Prescription Drug Plan. All employees will be covered by a prescription drug program administered through a provider mutually agreeable to the parties. All employees covered by any medical plan will be covered by the Prescription Drug Plan as summarized in Appendix "E-2". The level of benefits shall be the same as provided in the previous Collective Bargaining Agreement between the District and Local Union No. 436..

Section 4. Vision Care. All eligible employees will be covered by a vision care program administered through a provider mutually agreeable to the parties. The District will pay the cost of this program. The level of vision care benefits shall be the same as provided in the previous Collective Bargaining Agreement between the District and Local Union No. 436. (See Appendix "E-3")

Section 5. Dental Plan.

All employees will be covered by a dental care program administered through a provider mutually agreeable to the parties.

- A. Basic Plan. The District will provide for all employees a dental insurance plan with single or family coverage as required by each individual employee. The level of benefits are

summarized in Appendix “E-5”, infra.

- B. Enhanced Plan. The District shall continue to offer an enhanced dental plan, which benefits are modified effective January 1, 2018, and as summarized in Appendix “E-5”, infra. Employees who elect enhanced coverage shall pay the contribution amounts set forth in Appendix “E-5”, via payroll deduction.

Section 6. Life Insurance. The District shall underwrite the cost of a Ten Thousand (\$10,000) Group Life Insurance policy for all regular employees. Effective January 1, 1997, additional coverage shall be made available to regular employees of up to \$150,000, who may purchase such additional insurance by means of payroll deduction. Employees may purchase up to \$500,000 up to the limits of the policy in effect but not less than \$10,000 coverage.

Section 7. Section 125 Plan

A. The District shall continue to provide a “Cafeteria Plan” which will: (a) allow employees who make employee contributions for health care coverage to elect to do on a pre-tax basis, (b) allow employees to elect to receive additional cash in lieu of Board paid health care coverage (as set forth herein), and (c) allow employees to elect to participate in the dependent care and medical care flexible spending accounts (“FSAs”) described below.

B. The Cafeteria Plan will be designed to meet the requirements of Internal Revenue Code (“IRC”) Section 125 and applicable regulations. Accordingly, each bargaining unit member will have an opportunity on an annual basis in November to enroll in the Cafeteria Plan. The election to participate may not be revoked during the current plan year unless there is a change in the employee's circumstances that, in accordance with IRC Section 125, permits the employee to change his or her election under the plan (e.g., divorce, death of spouse, change in employment status, a child losing eligibility for coverage, a court order requiring coverage, or other enrollment rights consistent with federal law). Details of the Cafeteria Plan will be provided on an annual basis at the time of enrollment and will also be available through the Human Relations Department.

C. Under the Cafeteria Plan, each bargaining unit member during open enrollment or other qualifying event will be allowed to make a pre-tax “salary reduction” election up to the maximum amount allowable under IRC Section 129 at the start of open enrollment, and receive a corresponding credit under a child care/dependent care FSA. Under the dependent care FSA, reimbursement may be received for dependent care

expenses described in IRC Section 129.

D. The maximum amount allowed, but in no amount greater than the established Internal Revenue Service (IRS) limit for that tax year, and receive a corresponding credit under a health care FSA. Under the health care FSA, reimbursement may be received for medical (including dental and vision care) expenses (under IRC Section 213) that are not otherwise reimbursable by the health care plans of the District or of another employer.

E. Medical Care Flexible Spending Accounts (FSAs) will each have a \$500 non-expiring carry forward limit as defined by the IRS.

Section 8. Pathogen Control Plan. The District will follow its blood-borne pathogen exposure control plan when an employee has been involved in an exposure incident.

Section 9 Continued Coverage.

A. School Year Employees. Both Hospitalization and Group Life Insurance protection will be extended through July and August for covered persons employed in positions which are normally school year active only.

B. Inactive Employees. Insurance and Hospitalization coverage may be continued for any employee who becomes payroll inactive (such as resignation or a leave of absence) as indicated below:

1. In order to continue Hospitalization, the inactive employee will have to pay directly to the hospitalization agency the bill that will be received from them, and should they return to active duty as an eligible employee, they must re-enroll to obtain coverage. In order to continue Life Insurance Coverage, the inactive employee must contact the insurance Company and complete conversion requirements within thirty-one (31) days from the last day of active payroll status.

Section 10 Extended Coverage of Hospitalization and Life Insurance

Coverage under the health and insurance programs will be extended through July and August for covered persons employed in positions which are normally school year active only. This extended coverage will terminate August 31 should the employee fail to return to active payroll status at this time.

Section 11 Health Care Subcommittee

A Health Care Subcommittee shall be established with up to five members appointed by the CEO and up to five members appointed by the Local 436 President. Additional representatives may be invited to attend by agreement of the management and Union representatives. The Subcommittee shall review and make recommendations to the CEO and the Local 436 President regarding any terms and conditions set forth in this Article, including, without limitation: (1) mandatory re-enrollment; (2) selection of a Pharmacy Benefit Manager and review of that vendor's performance; (3) modifications to any portion of the article that will enhance benefits and/or control costs. Changes could include increased use of mail order prescriptions, drug deductibles, and such other modifications as the Subcommittee may want to consider; and (4) such other matters as the Subcommittee may elect to explore.

Should the Subcommittee purpose or recommend a change in any benefit level set forth in this article, the change requires the approval of the CEO and the Local 436 President.

Section 12 Opt-Out Option

During the enrollment period each year, employees will be provided with the option of declining health insurance coverage for the ensuing year. Such elections are irrevocable until the next annual enrollment period, provided, however, that if the employee's employment or marital status changes or the employee's spouse loses coverage, or any other "qualifying event" occurs, as that term is defined in ERISA, as amended, the employee and family may immediately be eligible for coverage. If the employee declines coverage for the year, s/he shall receive two semi-annual payments of \$250.00. These payments will be made in April and October. If the employee elects to change his/her coverage from family coverage to single (but would otherwise be eligible for continued family coverage) s/he will receive two semi-annual payments of \$125.00, payable in April and October. Any employee who has opted-out and has any change in spousal coverage may be eligible to re-enroll within the current year of employment provided that the employee returns a pro rata share of the payments received pursuant to this Section.

ARTICLE 26

WAGES

Effective July 1, 2021, the base pay for bargaining unit members shall be increased by 3%. Effective July 1, 2022, the base pay for bargaining unit members shall be increased by 3%. Effective July 2, 2023, the base pay for bargaining unit members shall be increased by 2%. (See Appendix A for current wage rates).

Longevity Frozen and/or Eliminated. Effective June 30, 2012, longevity will be frozen for all bargaining unit members hired prior to July 1, 2011. Bargaining unit members hired prior to July 1, 2011 with less than 20 years, will be eligible to receive longevity compensation at his/her 20 year mark and will then be frozen at the 20 year mark.

Other bargaining unit members with more than 20 years will be eligible for whichever threshold amount they obtain on or before June 30, 2012. Any bargaining unit member hired after July 1, 2011, will not be eligible at any time to receive longevity.

Longevity Increments Included in Gross Hourly Rate. Longevity increments shall be included in the gross hourly rate for the purpose of computing overtime.

Longevity Anniversary Increments

Years of Service Completed	Increment Annual Salary Base	Increment Hourly Base
20 years	\$832.00	\$0.40
25 years	\$1,809.60	\$0.87
30 years	\$2,995.20	\$1.44
35 years	\$2,472.00	\$2.15

ARTICLE 27

SCHOOL EMPLOYEES RETIREMENT SYSTEM (SERS) PAYMENT

Effective January 1, 1994, the Cleveland Board of Education agrees to implement the "pick-up" of employee retirement contributions to the School Employment Retirement System (SERS) in accordance with Ohio Attorney General's Opinion 82-097.

ARTICLE 28

LEGALITY

It is the intent of the District and the Union that this Agreement comply in every respect with applicable legal statutes, and if it is determined that any provision of this Agreement is in conflict with law, that provision shall be null and void and shall not affect the validity of the remaining paragraphs of this Agreement. In the event of an unlawful determination, the Agreement shall be reopened on that provision and the District and the Union shall meet within thirty (30) days for the purpose of negotiating a lawful alternative provision.

ARTICLE 29

WORKING OUT OF CLASSIFICATION

Section 1. An employee (including employees assigned to work in the Food Service Division)

the right to grieve the decision to return them to their former position, if so desired.

30.6 The vacancy shall be filled in the following order:

- a. To the most senior full-time (12 month employee) bidder that meets the minimum qualifications at the Central Kitchen and Central Warehouse facilities for that vacancy.
- b. If no full-time employee (12 month employee) bids, then the bid will be offered to the most senior full-time employee from a recall list, if such list exists.
- c. If there are no full-time (12 month employee) bidders for a vacancy and no recall list exists, then the most senior qualified bidder from the ten (10) month employees shall be awarded the vacancy before going out District-wide.
- d. If the successful bidder declines, the District will continue with the original list for selection until a bidder accepts or no bidders are left.
- e. If the successful bidder accepts but bids on another position within 60 days of the original award, the replacement for the successful bidder will be selected from the original bid list. After the second successful bidder accepts, the position will be reposted and rebid if the second successful bidder subsequently leaves the position.
- f. After the District exhausts all internal bidders within the Department, and District-wide, then outside applicants shall be offered the vacancy.

30.7 The District shall have a computer available at the Central Kitchen and Central Warehouse facilities for employees to use to place their bids and carry out other District business.

30.8 Job Descriptions: The District will furnish to the Union upon request a list of all job classifications represented by the Union and corresponding job descriptions. All Job Descriptions shall be included with the job posting on the Districts website.

ARTICLE 31

MILITARY SERVICE/LEAVES

The District shall abide by all state and federal laws, regulations and executive orders concerning military leave, i.e. ORC Section 5923.05, Title 38 USC Sections 4301-4333, and the Uniformed Services Employment and

reemployment Rights Act (USERRA), and shall not diminish any rights granted thereby for military leaves and rehire rights.

ARTICLE 32

JURY DUTY PAY - COURT TIME PAY

Jury Duty

1. Employees shall be paid by the District while serving on jury duty, provided that they notify the District when the notice to report is received
2. Employees must report at once to their immediate supervisors for duty upon their release from jury duty for the day. The employee must present documentation of jury service upon their return to work
3. The employee may retain the funds he/she receives from the court system for performing his/her jury duty
4. Employees will be paid their regular pay (not to exceed eight (8) hours per day) for the duration of jury duty

ARTICLE 33

EXAMINATIONS

Section 1. Physical, mental or other examinations required by a government body or the employer shall be promptly complied with by all employees, provided, however, the employer shall pay for all such examinations. The employer shall not pay for any time spent in the case of applicants for jobs and shall compensate other employees for time spent at the place of examination or examinations. All other physical exams taken by employees at the request of the Board and the employee shall be paid for the time off involved in taking the exam.

Section 2.

A. The possession, use or sale of alcohol, unauthorized or illegal drugs or the misuse of any legal drugs on District premises or while on Board business is grounds for termination.

Any employee observed in a condition, or demonstrating conduct which suggests that the employee is in violation of Section A shall be required to submit to such a medical test at a licensed medical facility without charge to the employee. Any employee refusing to submit to such a medical test shall be subject to immediate discharge.

B. Any employee who tests positive for alcohol, illegal drugs, or narcotics shall be subject

to immediate discharge. The signature of the witness shall constitute acknowledgment for the purposes of this paragraph. Any such material placed in the member's files, after the date the member refuses, without the signature of a witness, cannot be used against the member in any proceedings, and is to be removed from the file.

Any employee involved in a work injury or motor vehicle accident or near miss or observed in a condition, demonstrating conduct as determined by management, which suggests that the employee may be intoxicated or under the influence of drugs shall be required to submit to a medical test at a licensed medical facility without charge to the employee. Any employee refusing to submit to such a medical test shall be subject to immediate discharge. The District will provide training to the supervisor(s) as to detecting whether an employee may be under the influence of drugs or alcohol.

C. Where a supervisor is not normally stationed at the building where the member is assigned, or where a member is not normally stationed at the building where the supervisor is assigned, the material shall be provided to the member within twenty (20) working days of receipt and an opportunity to discuss the material will be scheduled no later than twenty (20) working days after the member is provided a copy, without reference to the absence of the member or supervisor. For purposes of discipline only, the District will not take into account any prior derogatory information which was placed into the file more than two years previously. Any bargaining unit member who disagrees with information placed in his/her file shall have the opportunity, within 30 days of the date the member had or should have had knowledge of the existence of the information in his/her file, to include a response to said information in the personnel file.

ARTICLE 34

REVIEW OF PERSONNEL FOLDER

No material derogatory to a bargaining unit member's conduct, service, character or personality shall be placed in the file unless the member has the opportunity to read and discuss the material with the author. A member shall be provided with a copy of the material within ten (10) working days (excluding days the member or supervisor is absent) or the receipt of the material by the supervisor in question. After being provided a copy of the material, a member shall be given the opportunity to discuss the material as soon as possible after the receipt of the material by the supervisor but not later than ten (10) working days (excluding days the member or supervisor is absent) after such receipt. All such materials authored by supervisory personnel shall be signed and dated. These items restrictions may be extended

where circumstances warrant. The member shall acknowledge that such material has been read by affixing his, her signature on the actual copy, to be filed, with the understanding that such signature merely signifies that the material to be filed has been read, and does not necessarily indicate agreement with its content. If the member refuses to sign the actual copy to be filed, it shall be noted on that copy by the supervisor involved who shall also procure the signature of one witness.

ARTICLE 35

EQUIPMENT AND SAFETY

Section 1. Safe Vehicles: The District and the Union agree that no vehicle shall be dispatched when the vehicle is unsafe for driving. If an employee believes that a vehicle is unsafe, he/she shall immediately report the unsafe condition to his/her immediate supervisor. The immediate supervisor will then take steps to insure that the vehicle is in safe working condition prior to being dispatched. The final decision as to whether a vehicle is safe for driving shall remain the responsibility of management with the advice of the maintenance supervisor. A vehicle which is deemed unsafe will be appropriately identified. No employee shall be discriminated against for reporting any unsafe conditions. However, once a decision is made that a vehicle is safe to drive, the employee must perform his duties as ordered. Refusal to perform duties under these circumstances constitutes insubordination and is a grounds for discipline up to, and including termination.

Section 2. Employees shall receive an annual, one-time payment of \$300 to be used for District-approved work boots and shall receive an annual, one-time payment of \$300 to be used for District-approved winter/cold weather clothing.

ARTICLE 36

DRIVING RECORD AND DRIVER INSURABILITY

Section 1. All bargaining unit members must have a valid license and must qualify for insurance through the District's insurance provider (which includes a license not currently under suspension by the state) to continue their employment in their current position. Violation of these requirements is grounds for transfer to an available position or discipline up to and including discharge.

Section 2. Bargaining unit members are required to report all citations for moving violations, accidents, and any changes in the status of their license. Any driver with an excess of four (4) points accrued in any two (2) consecutive years while driving a District vehicle shall be subject to discipline up to and including suspension. Any driver involved in a chargeable accident as determined by

management will be subject to discipline up to and including suspension. Recurring violations or accidents will result in discharge.

ARTICLE 37

PAY SYSTEM

All employee pay records, including pay slips, reimbursement checks shall be in electronic format and shall not be provided in paper format. The bargaining unit member shall have access to a working computer at his/her assigned building to view/print (if needed) all pay slips, payroll records, reimbursement checks etc. All employees must use direct deposit. However, a bargaining unit member will have the option of using a district pay card system once such a system is operational.

ARTICLE 38
EVALUATION

The District is proposing that its non-CTU unions meet and negotiate an update to the evaluation procedures agreed upon as part of the 2013 negotiations. A similar proposal will be made to the other non CTU unions.

Evaluation Form

Cleveland Metropolitan School District

Performance Evaluation for Represented Educational Support Staff

May 22, 2017

Employee Name: _____

Position : _____

Evaluation Period: From: _____ **To:** _____

Evaluator: _____ **Date:** _____

Instructions

Objectives for the Performance Evaluation

1. At the beginning of each school year there should be a discussion between the supervisor and the employee regarding job expectations.
2. The performance evaluation should be a process between the employee and the evaluator during which the evaluator provides a fair, objective, and documented assessment of the employee's performance and the employee has the opportunity to respond and provide his/her perspectives.
3. The evaluator is expected to consider the entire review period when conducting the evaluation with documentation, as appropriate, for significant events that have occurred.
4. The performance evaluation should focus on the development of the employee regarding their job capabilities and career opportunities.
5. Performance that meets or exceeds expectations should be recognized in a positive manner.
6. The performance evaluation should conclude with an understanding being reached between the evaluator and the employee on the employee's performance, accomplishments during the review period, development needs, and specific action plans with clear timelines to address them.

Instructions for Completing the Evaluation Form

1. Reviews are to be conducted on an annual basis no earlier than 60 calendar days before the last scheduled work day of the year for ten month employees and no earlier than 60 calendar days before June 30 for twelve month employees.
2. Review the employee's job responsibilities and consider his/her performance during the entire review period, including documentation of significant events that have occurred.
3. For each factor, evaluate the sub-factors using the wording of the rubrics as a guide to determine your rating. All rating descriptions will only apply to this performance evaluation process. If a sub-factor does not apply to the employee, use "N/A."
4. If a rating on a sub-factor is below "Skilled" but there is no supporting evidence, the rating will become "Skilled."
5. Note accomplishments and performance improvement needs and plans in the "Summary of Accomplishments and Developmental Needs" section of the form. (Required)
6. Record the sub-factor ratings in the Ratings Summary section and determine the Total Performance Rating using the enclosed total performance ratings guide.
7. Any sub-factor rated as "Marginal" should be discussed and documented In the Summary of Accomplishments and Development Needs.
8. If A Total Performance Rating of "Ineffective/At Risk" requires a Performance Improvement Plan that includes (1) The specific performance improvement need, (2) The action to be taken, (3) The time period for completion, and (4) The timing for a follow up review. These Performance Improvement Plans are to be documented on the attached Performance Improvement Plan form.

Instructions for Conducting the Review

1. A meeting must be held between the evaluator and the employee to complete the evaluation process.
2. Schedule the meeting at a mutually convenient time in a location that provides an opportunity to have a confidential uninterrupted discussion.
3. Give the employee a copy of the performance evaluation form.
4. Use the rubrics to explain the sub-factor ratings.
5. Review the summary of the employee' accomplishments and development needs.
6. Use the guidelines to explain the Total Performance Rating to the employee.
7. For a Total Performance Rating that is "Ineffective/At Risk" establish the terms of the Performance Improvement Plan as noted on the Performance Improvement Plan form.
8. Seek the employee's feedback regarding the contents of the review, answer questions and seek to reach an understanding on the ratings and the total review.
9. Request that the employee sign the review form acknowledging that the review has been conducted. If an employee declines to sign the form, note that on the review form.
10. Employees may submit comments regarding their perceptions of the review. These comments are to be attached to the review form.
11. The employee receives a copy of the completed and signed review form, the original shall be forwarded to Human Resources for inclusion in the employee's personnel file (along with any employee comments that are submitted), and a copy can be retained by the evaluator.

Employee Responsibilities

1. Employees are encouraged to come to their evaluation meeting prepared to discuss their own performance and may do this by completing the performance evaluation form. Their form will be their own notes and will not be submitted for inclusion in their personnel file unless the employee chooses to submit it under Attachment 4 along with any other documentation the employee wishes to submit.
2. Employees are expected to actively participate in the performance evaluation discussion by listening to the evaluator's performance feedback, asking questions to clarify understanding, responding to development recommendations in a positive manner, and seeking to reach an understanding with the evaluator on any areas of disagreement.
3. By the end of the following workday after a performance evaluation discussion, employees can document in a statement that will be attached to the performance evaluation form under Attachment 4 any areas of disagreement with the evaluation that are not resolved during the meeting.
4. An employee may contact human resources if they have other questions or concerns regarding the performance evaluation process.

Professional Development Assistance for “At Risk” Employees (See Attachment 2: Performance Improvement Plan Flow Chart)

1. **Initial Review:** Following an initial “Ineffective/At Risk” total performance rating:
 - a. A meeting between the evaluator and the employee is to be held within 21 calendar days. The evaluator will develop a Performance Improvement Plan (PIP) to be reviewed with the employee using the Performance Improvement Plan form (Attachment 1 of the performance evaluation form).
 - b. The employee can have a union representative present if desired, and is to sign off if they do not (With the union getting a copy of the signed form if they do not want a union representative present).
 - c. If the PIP meeting is not held within 21 calendar days, the performance improvement period defined in the MOU does not begin, and a follow up full review is to be held in six months from this 21st calendar day reviewing the employee’s performance during the six month period since the initial review.
2. **Six-Month Review:** If the PIP is completed within the 21 day period following the initial “Ineffective/At Risk” review the employee shall be re-evaluated with a full review in six (6) months from the date of the initial review.
 - a. If the employee’s total performance rating has improved to above “Ineffective/At Risk”, the employee shall be returned to the normal evaluation cycle, and the employee’s next review will be for the remainder of the normal review cycle following the six (6) month review.
 - b. If the total performance rating continues to be “Ineffective/At Risk”, the process defined in 1 a. & b. above will be used to develop a new PIP.
 - c. If the PIP meeting is not held within 21 calendar days, the performance improvement period defined in the MOU will continue at this six-month level, and a follow up full review is to be held in six (6) months from this 21st calendar day.
3. **Ninety-Day Interim Reviews:** If the PIP in 2 a. & b. above is completed within the 21 day period following the six-month “Ineffective/At Risk” review the employee shall also receive interim reviews no less frequently than every ninety (90) days during the next twelve (12) months which will consist of a review of progress made in accomplishing the goals of the PIP developed at the time of the six-month review.
4. **Twelve-Month Review:** The employee shall be re-evaluated with a full review in twelve (12) months from the date of the six-month review.
 - a. If the employee’s total performance rating has improved to above “Ineffective/At Risk”, the employee shall be returned to the normal evaluation cycle unless a different cycle is agreed to by the Union and District.
 - b. If the total performance rating continues to be “Ineffective/At Risk”, the employee shall be subject to termination.

Total Performance Rating Guidelines

- ☐ **Exemplary:** Five or more sub-factors are rated *Accomplished* or higher with at least three of those sub-factors rated *Exemplary*, and no sub-factors are rated lower than *Skilled*. Performance exceeds the expectations for the position over two or more consecutive review periods. Note: At least four sub-factors are rated as *Exemplary* for leadership positions.
- ☐ **Accomplished:** Five or more sub-factors are rated *Accomplished* or higher and no sub-factors are rated lower than *Skilled*. Performance exceeds the expectations for the position. Note: Six sub-factors for leadership positions.
- ☐ **Skilled:** Performance is primarily *Skilled* and does not fall into the *Exemplary*, *Accomplished*, or *Ineffective/At Risk* categories. Total performance meets the expectations for the position
- ☐ **Ineffective/At Risk:** Five or more sub-factors are rated *Marginal* or lower or two or more sub-factors are rated *Ineffective/At Risk*. Performance must improve and the employee is placed in a *Performance Improvement Program*

Performance Factors
All rating descriptions will only apply to this performance evaluation process

Performance Factor #1: Job Knowledge						
Possesses and demonstrates the capabilities to perform the duties of the position						
	Sub-Factor	Ineffective/At Risk (I)	Marginal (M)	Skilled (S)	Accomplished (A)	Exemplary (E)
1a	Possesses and Applies Job Knowledge	Does not demonstrate the capabilities required to successfully perform the normal duties of the position	Demonstrates most but not all of the capabilities required to successfully perform the normal duties of the position	Demonstrates the capabilities required to successfully perform all of the normal duties of the position	During the review period has demonstrated a level of capability beyond that which is required to successfully perform the normal job duties and is able to perform more complex assignments. Serves as a resource to others.	For two or more consecutive review periods has demonstrated a level of capability beyond that which is required to successfully perform the normal job duties and is able to perform more complex assignments. Serves as a resource to others
Rating						
1b	Development of Job Knowledge	Has not demonstrated a willingness to obtain a level of capability required to successfully perform all of the normal duties of the position	Has participated in some but not all of the development actions available to obtain the level of capability required to successfully perform all of the normal duties of the position	Is willing to participate in the development actions needed to maintain the level of capability required to successfully perform all of the normal duties of the position	During the review period has taken the initiative to obtain additional knowledge beyond that which is required to successfully perform normal duties to be able to take on more complex assignments and make additional contributions to the District's success	For two or more consecutive review periods has taken the initiative to obtain additional knowledge beyond that which is required to successfully perform normal duties to be able to take on the more complex assignments and make additional contributions to the District's success
Rating						
1c	Problem Solving Ability	Frequently has had difficulty assessing the normal problems associated with the job and has required an excessive level of supervision to resolve	At times has had difficulty assessing the normal problems associated with the job and has required more than the normal level of supervision to resolve	Accurately assesses the normal problems associated with the job and resolves in an appropriate manner with only a normal level of supervision required	During the review period has demonstrated the ability to accurately assess more complex problems associated with the job and resolves in an appropriate manner with only a minimal level of supervision required	For two or more consecutive review periods has demonstrated the ability to accurately assess more complex problems associated with the job and resolves in an appropriate manner with only a minimal level of supervision required
Rating						

Performance Factor #2: Professionalism						
Exhibits behaviors required to be successful in position and set a positive example for others						
	Sub-Factor	Ineffective/At Risk (I)	Marginal (M)	Skilled (S)	Accomplished (A)	Exemplary (E)
2a	Communications Effectiveness	Frequently does not demonstrate the written, verbal, or listening skills that are required to communicate effectively in all normal job situations	At times does not demonstrate the written, verbal, or listening skills that are required to communicate effectively in all normal job situations	Demonstrates written, verbal, and listening skills that meet the requirements of the position and can communicate effectively in all normal job situations	During the review period has demonstrated written, verbal, and listening skills that are effective in even the most sensitive interactions with others	For two or more consecutive review periods has demonstrated written, verbal, and listening skills that are effective in even the most sensitive interactions with others
Rating						
2b	Maintains Confidentiality	On more than one occasion during the review period has not maintained required confidentiality of information associated with the position.	On one occasion during the review period has not maintained required confidentiality of information associated with the position.	At all times maintains required confidentiality of information associated with the position	At all times during the review period has maintained required confidentiality of information associated with the position and served as a resource to others in handling sensitive situations	For two or more consecutive review periods has maintained required confidentiality of information associated with the position and served as a resource to others in handling sensitive situations
Rating						
2c	Appearance As Defined In Board Policy Or The CBA Applicable To The Position. (List as N/A if there is no defined policy.)	On more than one occasion during the review period, appearance has not met the requirements of the position and has had to be addressed by supervision	On one occasion during the review period, appearance has not met the requirements of the position and has had to be addressed by supervision	During the review period, appearance has consistently met the requirements of the position		
Rating						

Performance Factor #2: Professionalism
Exhibits behaviors required to be successful in position and set a positive example for others

		Ineffective/At Risk (I)	Marginal (M)	Skilled (S)	Accomplished (A)	Exemplary (E)
2d	Co-Worker Collaboration & Teamwork	Has frequently not shown respect for co-workers or demonstrated a willingness to collaborate with others to find solutions to work problems and accomplish tasks in a timely manner	At times during the review period has not shown respect for co-workers or demonstrated a willingness to collaborate with others to find solutions to work problems and accomplish tasks in a timely manner	Consistently shows respect for co-workers and demonstrates a willingness to collaborate with others to find solutions to work problems and accomplish tasks in a timely manner	During the review period has been a leader in showing respect for co-workers and demonstrating a willingness to collaborate with others to find solutions to work problems and accomplishing tasks in a timely manner	For two or more consecutive review periods has been a leader in showing respect for co-workers and demonstrating a willingness to collaborate with others to find solutions to work problems and accomplishing tasks in a timely manner
Rating	<input type="checkbox"/>					

Performance Factor #3: Customer Service

**Has been trained and utilizes S.T.A.R.T with H.E.A.R.T. principles to respond to the needs of students, parents, staff and community stakeholders
If the employee has not been trained rate this factor as "N/A"**

	Sub-Factor	Ineffective/At Risk (I)	Marginal (M)	Skilled (S)	Accomplished (A)	Exemplary (E)
3a	Effectively Utilizes The S.T.A.R.T Approach To Interact With Students, Parents, Staff And Community Stakeholders To Understand Their Customer Service Needs	Has frequently not effectively utilized the S.T.A.R.T Approach in situations, maintained composure, or exhibited a willingness to resolve customer service situations.	At times does not effectively utilize the S.T.A.R.T Approach in situations, maintain composure, or exhibit a willingness to resolve customer service situations.	Effectively utilizes the S.T.A.R.T Approach in all situations, maintains composure, and exhibits a willingness to resolve all customer service situations	During the review period has served as an example for others in effectively utilizing the S.T.A.R.T Approach in all situations, has maintained composure, and demonstrated a willingness to resolve difficult situations	For two or more consecutive review periods has served as an example for others in effectively utilizing the S.T.A.R.T Approach in all situations, maintained composure, and demonstrated a willingness to resolve difficult situations
Rating	<input type="checkbox"/> <ul style="list-style-type: none"> ▪ <u>S</u>mile and greet warmly ▪ <u>T</u>ell your name, role, and what to expect ▪ <u>A</u>ctive listening and assistance ▪ <u>R</u>apport and relationship building ▪ <u>T</u>hank the person 					
3b	Effectively Utilizes The H.E.A.R.T. Approach To Resolve Customer Service Issues In A Timely Manner	Frequently does not utilizes the H.E.A.R.T. Approach to effectively find solutions to all normal customer service situations in a timely manner	At times does not utilize the H.E.A.R.T. Approach to effectively find solutions to all normal customer service situations in a timely manner	Effectively utilizes the H.E.A.R.T. Approach to find solutions to all normal customer service situations in a timely manner	During the review period has served as an example for others in effectively utilizing the H.E.A.R.T Approach to resolve customer service issues and finding solutions to even the most difficult situations. Serves as a resource to others	For two or more consecutive review periods has served as an example for others in effectively utilizing the H.E.A.R.T Approach to resolve customer service issues and finding solutions to even the most difficult situations. Serves as a resource to others
Rating	<input type="checkbox"/> <ul style="list-style-type: none"> ▪ Hear ▪ Empathize ▪ Apologize ▪ Respond ▪ Thank 					

Exhibits work practices necessary to effectively perform job

	Sub-Factor	Ineffective/At Risk (I)	Marginal (M)	Skilled (S)	Accomplished (A)	Exemplary (E)
4a	Adaptability/ Flexibility	Frequently exhibits resistance to the normal interruptions and adjustments to the work routine or the implementation of necessary change initiatives	At times exhibits resistance to the normal interruptions and adjustments to the work routine or the implementation of necessary change initiatives	Anticipates and effectively deals with the normal interruptions and adjustments to the work routine. Supports the implementation of necessary change initiatives	Anticipates and effectively deals with the normal interruptions and adjustments to the work routine. During the review period has served as a role model in the implementation of necessary change initiatives	Anticipates and effectively deals with the normal interruptions and adjustments to the work routine. For two or more consecutive review periods has served as a role model in the implementation of necessary change initiatives
Rating						
<input type="checkbox"/>						
4b	Initiative	Frequently does not manage own time and work activities to complete assignments as expected and an excessive level of supervision is required	At times has difficulty managing own time and work activities and does not complete assignments as expected and more than a normal level of supervision is required	Manages own time and work activities to be able to complete regular assignments as expected with only a normal level of supervision required	Is a self-starter and during the review period has completed all assignments as expected with minimal supervision required. As appropriate, seeks new tasks and responsibilities	Is a self-starter and for two or more consecutive review periods has completed all assignments as expected with minimal supervision required. As appropriate, seeks new tasks and responsibilities
Rating						
<input type="checkbox"/>						
4c	Planning, Organizing & Time Management	Frequently does not plan, organize, and manage own time which requires extensive supervisor follow-up to ensure the performance and timely completion of the normal duties of the position	At times does not plan, organize, and manage own time to perform all of the normal duties of the position without the need for additional supervisor follow-up beyond that which is normally required	Regularly plans, organizes, and manages own time to perform the normal duties of the position without the need for additional supervisor follow-up beyond that which is normally required	During the review period has been a self starter in planning, organizing, and managing own time to perform assigned tasks without supervisor follow-up and seeking additional opportunities to contribute to the District's needs	For two or more consecutive review periods has been a self starter in planning, organizing, and managing own time to perform assigned tasks without supervisor follow-up and seeking additional opportunities to contribute to the District's needs
Rating						
<input type="checkbox"/>						

Performance Factor #4: Work Habits
Exhibits work practices necessary to effectively perform job

	Sub-Factor	Ineffective/At Risk (I)	Marginal (M)	Skilled (S)	Accomplished (A)	Exemplary (E)
4d	Attendance	Has received more than one violation under the progressive discipline of the attendance policy during the review period. Attendance needs to improve to an acceptable level	Arrives at work on time, works a full day, and does not leave early most of the time and has received one violation under the progressive discipline of the attendance policy during the review period	Arrives at work on time, works a full day, and does not leave early on a regular basis and has received no discipline for attendance during the review period	During the review period has had no more than 3 days of absence for those with 200 or more regularly scheduled work days or no more than 2 days of absence for those with 199 or less regularly scheduled work days. Excused absences for vacation, jury duty, professional leave, military leave, union business, special privilege, or assault leave will not count towards your total days.	Have had no occurrences of absence, tardiness or leaving early. Excused absences for vacation, jury duty, professional leave, military leave, union business, special privilege, or assault leave will not count towards your total days.
Rating						
<input type="checkbox"/>						

Performance Factor #5: Safety

Understands and observes the laws, rules, policies, and practices to protect the safety of self and others

	Sub-Factor	Ineffective/At Risk (I)	Marginal (M)	Skilled (S)	Accomplished (A)	Exemplary (E)
5a	Understands Safety Laws, Rules, Policies and Practices Pertaining To The Position	On more than one occasion that resulted in discipline did not demonstrate an understanding of the safety laws, rules, policies, and practices associated with the job.	On one occasion that resulted in discipline did not demonstrate an understanding of the safety laws, rules, policies, and practices associated with the job.	Regularly demonstrates an understanding of the safety laws, rules, policies, and practices associated with the job	During the review period has regularly demonstrated an advanced understanding of the safety laws, rules, policies, and practices associated with the job and where possible provided guidance to less experienced employees	For two or more consecutive review periods has regularly demonstrated an advanced understanding of the safety laws, rules, policies, and practices associated with the job and where possible provided guidance to less experienced employees
Rating						
<input type="checkbox"/>						
5b	Adheres To Safety Laws, Rules, Policies & Practices Pertaining To The Position	On more than one occasion that resulted in discipline did not perform duties in a safe manner according to the laws, rules, policies & practices pertaining to the position, did not demonstrate a concern for the safety of self and others, failed to take initiative or preventive action, or failed to notify supervisory of a safety concern.	On one occasion that resulted in discipline did not perform duties in a safe manner according to the laws, rules, policies & practices pertaining to the position, did not demonstrate a concern for the safety of self and others, failed to take initiative or preventive action, or failed to notify supervisory of a safety concern.	Regularly performs duties in a safe manner according to the laws, rules, policies & practices pertaining to the position. Demonstrates a concern for the safety of self and others. Takes the initiative to identify and correct hazards and notify the supervisor of a safety concern	During the review period has served as a role model for others in performing duties in a safe manner according to the laws, rules, policies, and practices pertaining to the position. Demonstrates a concern for the safety of self and others. Takes the initiative to identify and correct hazards and notify the supervisor of a safety concern	For two or more consecutive review periods has served as a role model for others in performing duties in a safe manner according to the laws, rules, policies, and practices pertaining to the position. Demonstrates a concern for the safety of self and others. Takes the initiative to identify and correct hazards and notify the supervisor of a safety concern
Rating						
<input type="checkbox"/>						

5c	Understands & Practices Role In District Safety Plans	On more than one occasion that resulted in discipline did not effectively perform role in District crisis plan, building plans, and safety drills.	On one occasion that resulted in discipline did not effectively perform role in District crisis plan, building plans, and safety drills.	Regularly and effectively performs role in District crisis plan, building plans, and safety drills.	During the review period has served as a role model for others in District crisis plan, building plans, and safety drills	For two or more consecutive review periods has served as a role model for others in District crisis plan, building plans, and safety drills.
Rating						
<input type="checkbox"/>						

Performance Factor #6: Leadership Effectiveness
(Applicable Only To Positions That Direct The Work Of Others)
Demonstrates the ability to effectively train and direct the work of others

	Sub-Factor	Ineffective/At Risk (I)	Marginal (M)	Skilled (S)	Accomplished (A)	Exemplary (E)
6a	Planning & Prioritizing Work of Others	Frequently has difficulty effectively planning and prioritizing the work of those assigned for direction to meet the normal needs of the District	At times has difficulty effectively planning and prioritizing the work of those assigned for direction to meet the normal needs of the District	Consistently plans and prioritizes the work of those assigned for direction to meet the normal needs of the District	During the review period consistently planned and prioritized the work of those assigned for direction to meet both the normal needs of the District as well as finding solutions for unusual and complex situations.	For two or more consecutive review periods consistently planned and prioritized the work of those assigned for direction to meet both the normal needs of the District as well as finding solutions for unusual and complex situations.
Rating						
<input type="checkbox"/>						
6b	Work Direction	Frequently has not demonstrated the interpersonal skills to direct those assigned to accomplish tasks to meet District expectations	At times has not demonstrated the interpersonal skills to direct those assigned to accomplish tasks to meet District expectations	Consistently demonstrates the interpersonal skills to direct those assigned to accomplish tasks to meet District expectations	During the review period has consistently demonstrated the interpersonal skills to direct those assigned to accomplish tasks that regularly exceed District expectations	For two or more consecutive review periods has consistently demonstrated the interpersonal skills to direct those assigned to accomplish tasks that regularly exceed District expectations
Rating						
<input type="checkbox"/>						
6c	Training Capabilities	Frequently has not demonstrated the ability to effectively train/in-service and support others to accomplish assigned tasks in an effective manner	At times has not demonstrated the ability to effectively train/in-service and support others to accomplish assigned tasks in an effective manner	Consistently demonstrates the ability to effectively train/in-service and support others to accomplish assigned tasks in an effective manner	During the review period has demonstrated the ability to effectively train/in-service and support others to develop capabilities beyond their normal assigned tasks	For two or more consecutive review periods has demonstrated the ability to effectively train/in-service and support others to develop capabilities beyond their normal assigned tasks
Rating						
<input type="checkbox"/>						

Summary of Ratings

Sub-Factor Ratings (Note With An X)

	Ineffective/At Risk	Marginal	Skilled	Accomplished	Exemplary	
1. Job Knowledge						
a. Possesses and Applies Job Knowledge						
b. Development of Job Knowledge						
c. Problem Solving Ability						
2. Professionalism						
a. Communications Effectiveness						
b. Maintains Confidentiality						
c. Appearance						
d. Co-Worker Collaboration and Teamwork						
3. Customer Service						
a. Effectively Utilizes the START Approach						
b. Effectively Utilizes the HEART Approach						
4. Work Habits						
a. Adaptability/Flexibility						
b. Initiative						
c. Planning, Organizing and Time Management						
d. Attendance						
5. Safety						
a. Understands Safety Laws, Rules, Policies and Practices						
b. Adheres to Safety Laws, Rules, Policies, and Practices						
c. Understands and Practices Role in District Safety Plans						
6. Leadership Effectiveness						
a. Planning and Prioritizing Work of Others						
b. Work Direction						
c. Training Capabilities						
Total Performance Rating:	Ineffective/At Risk <input style="width: 30px; height: 30px; border: 1px solid black;" type="checkbox"/>	Skilled <input style="width: 30px; height: 30px; border: 1px solid black;" type="checkbox"/>	Accomplished <input style="width: 30px; height: 30px; border: 1px solid black;" type="checkbox"/>	Exemplary <input style="width: 30px; height: 30px; border: 1px solid black;" type="checkbox"/>		

Summary of Accomplishments and Development Needs (Required)

The employee's signature acknowledges that he/she has received this performance evaluation, agrees that the evaluator has reviewed this performance summary, and that he/she understands how the ratings were established. The signature also indicates that the employee understands that he/she has an opportunity to attach his/her own comments to this document by the end of the following work day.

Employee Signature: _____

Date: _____

Evaluator Signature: _____

Date: _____

Final Review by Chief of Section: _____

Date: _____

Attachments as Applicable:

- ☐ 1. Performance Improvement Plan Form (Signed By Employee)
- ☐ 2. Performance Improvement Plan Flow Chart
- ☐ 3. Additional Narrative From Evaluator
- ☐ 4. Comments Provided By Employee: Total Number of Pages ____ (Are To Be Initialed By the Evaluator)
- ☐ 5. Supporting Evidence: Total Number of Pages ____

Attachment 1**Performance Improvement Plan****(Required for a Total Performance Rating of Ineffective/At Risk)**

Name: _____

Date: _____

Position: _____

Reviewer: _____

1. Performance Sub Factor	2. Improvement Need	3. Improvement Plan	4. Completion Date	5. Review Date

The improvement need(s) identified above and the recommended improvement plan(s) have been discussed by the evaluator with the employee. By his/her signature below, the employee acknowledges being advised of the actions needing to be taken to meet the expectations for the position. These steps are to be completed by the date indicated in column 4 of this form.

Employee Signature: _____

Date: _____

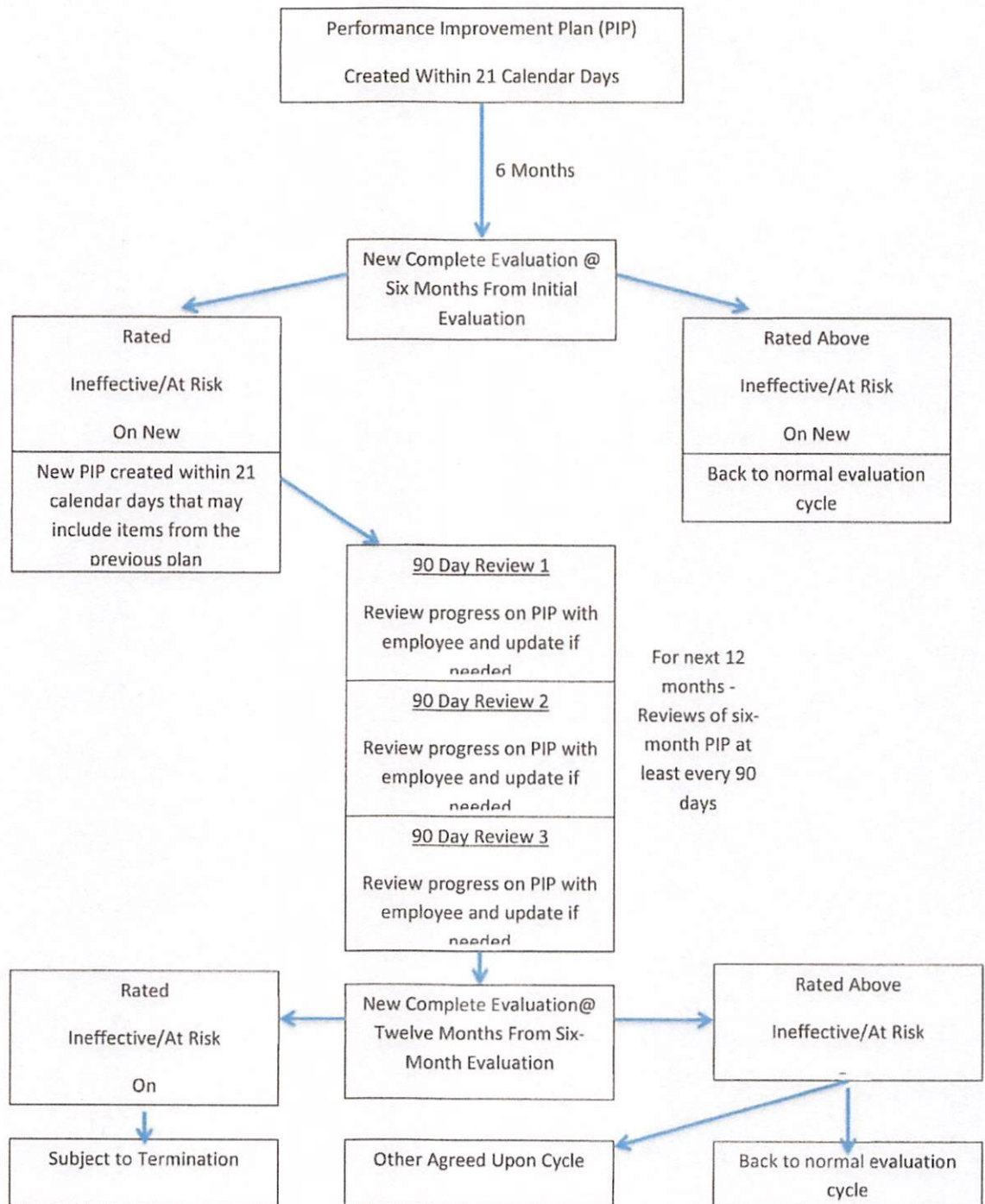
Evaluator Signature: _____

Date: _____

Approved by: _____

Date: _____

Performance Improvement Plan Flow Chart



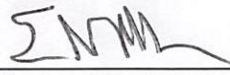
ARTICLE 39

DURATION

Except as otherwise provided herein, this Agreement shall be effective from July 1, 2021 through June 30, 2024 and shall remain in full force and effect from year to year thereafter unless on or before December 1, 2023 and on or before December 1 any year thereafter, prior to expiration either party gives written notice to the other of the intention to negotiate on any or all of the provisions of the Agreement. If such notice is given, the parties shall promptly enter into negotiations and this agreement shall remain in full force and effect until the June 30 immediately following such notice.

APPROVED BY:

CLEVELAND MUNICIPAL SCHOOL
DISTRICT


By: 
Eric S. Gordon
Its: Chief Executive Officer

Dated: 6/21/2022

TEAMSTERS LOCAL UNION NO. 436
AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS

By: 
Dennis M. Kashi
Its: Business Manager/President

Dated: 6-3-2022

By: 
Fred Crow, Jr.
Its: Secretary-Treasurer

Dated: 6-03-2022

APPENDIX A

CLEVELAND METROPOLITAN SCHOOL DISTRICT
BOARD OF EDUCATION

PAYMENT SCHEDULE

Job Class	Job Title	2021-2022	2022-2023	2023-2024
650125	Truck Driver	\$20.21	\$20.82	\$21.24
650121	Warehouse and Driver Coordinator	\$23.69	\$24.40	\$24.89

Effective July 1, 2011, there will be no new longevity pay differential for any employee. Longevity pay differentials for existing employees will remain at their current rate(s).

APPENDIX B

ATTENDANCE POLICY

Appendix B Attendance Policy

The District and the Union mutually agree that this Attendance Policy will replace former Appendix B: Attendance Policy of the Collective Bargaining Agreement between the Cleveland Municipal School District and Teamsters Local 436. This Attendance Policy will take effect immediately upon ratification without regard to the attendance policy that may be in effect for employees in any other bargaining unit in the District.

Any attendance infractions that occurred prior to the ratification of this Attendance Policy at Step One will be cleared, and these employees will begin with a “clean slate” upon ratification of this policy.

Employees who received progressive discipline above Step 1 pursuant to the previously-existing attendance policy will have their disciplinary progression step preserved on this Attendance Policy at the Step incurred under the prior policy (i.e. an employee who received Step 2 under the prior policy shall maintain the Step 2 upon ratification of this Policy for the applicable remaining time period):

Attendance Policy

Absence and Tardiness Infraction Policy

An incident resulting in discipline under this policy cannot be used as a basis for discipline under any other District or departmental policies. All due process rights afforded by Loudermill and Weingarten shall apply.

Definitions

Excused Absence

Excused absences are not counted as absence occurrences. Excused absences include: sick days (unless unexcused as defined below), special privilege days, vacation days, workers compensation leave, assault leave, jury duty, military leave, Family and Medical Leave or otherwise documented medical leave approved by the District.

If the employee is absent, medical documentation must be provided from a medical provider within two working days of the employee's return to work, or the absence will be considered unexcused.

Unexcused Absence/Tardy

An unexcused absence can be either a single unexcused absence occurrence, Pattern Absence Abuse, or Excessive Absenteeism.

Pattern Absence/Tardy Abuse

Pattern absence/tardy abuse occurs when there is a repeated or regular pattern of absenteeism. For example, this may include, but is not limited to, such situations as calling in sick or being tardy primarily on Mondays or Fridays or before or after holidays and major events, on days when the weather is inclement but schools are open, or on training or cleaning days. When the District suspects an individual of absence or tardy abuse, the individual will be notified in writing of the attendance concerns.

Excessive Absenteeism/Tardiness

Excessive absenteeism occurs when the staff member has missed work or is late to work repeatedly without excuse or approval, or not following District protocol, which does not qualify as an excused absence or for reasons not permitted by law.

If the employee is absent, medical documentation must be provided from a medical provider within two working days of the employee's return to work, or the absence will be considered unexcused.

Tardiness/Early Departure

- Tardiness is arriving up to 1 hour late
- Early Departure is leaving up to 1 hour early
- Being late returning from lunch or a contractually required break will be considered tardiness.
- An employee will not be considered to be tardy or to have departed early in situations involving illness or emergency. The employee shall submit in writing the reason for arriving late or leaving work early, along with any supporting documentation, within one day of the employee's return to work.

Employee Required to Provide Notification to Supervisor and/or their designee

An employee is required to provide notification to his/her supervisor and/or their designee if the employee is unable to be at work on time or are otherwise unable to work as scheduled. When an employee cannot avoid being late to work or is unable to work as scheduled, the employee is expected to provide notice to his/her supervisor and/or their designee using the designated call-in procedure as soon as possible in advance of the anticipated tardiness or absence.

Absence Reporting

Absence reporting is the duty of each employee to report his/her absence or tardiness to their supervisor and/or designee prior to the start the employee's work day and to report: a need for early departure to their supervisor and/or designee as soon as the employee knows that he/she will need to leave work early.

Absent Without Leave (AWOL): Employees who do not report to work and do not provide acceptable notice when possible are considered AWOL.

District employees are responsible for reporting to work at their regularly scheduled times. If an employee is unable to report to work due to illness or for any other emergency or circumstances beyond the employee's control, the employee must, directly or indirectly, inform his or her Department Supervisor and/or radio dispatch no more than one (1) hour after the start of work, unless the emergency incapacitated the employee. Employees who do not report to work and do not provide acceptable notice as described above will be considered AWOL.

In addition to failing to report to work or providing acceptable notice as outlined above, an employee will also be considered AWOL, if he or she leaves his or her worksite before the end of the shift or workday or for scheduled breaks, without the approval of his or her Supervisor.

Unexcused absence reporting is the failure of an employee to report his/her absence, tardiness, or early departure as required in the immediately preceding Notification section above.

Excused absence reporting occurs if the employee either:

- 1) reports their absence or tardiness consistent with the process designated in writing by the employee's supervisor and/or designee; or
- 2) is unable to report their absence, tardiness, or early departure as stated above due to an emergency or situation beyond the control of the employee. In such cases the employee shall be required to report the absence, tardiness or early departure within 48 hours of the employee's return to work, otherwise the failure to report shall be deemed to be unexcused.

Failure to report to work or reporting late to work without contacting the department may result in disciplinary action as set forth below.

Failure to report to work or to report an absence for five (5) consecutive scheduled workdays without contacting the department is considered a voluntary resignation.

Employees should notify management the night before an absence occurs where possible. Employees must call in an absence or tardy arrival as early as possible but in no case less than sixty (60) minutes before their starting time for a morning absence.

Absence Occurrence

- Each single day of unexcused absence (or portion of a day beyond the 1-hour threshold for unexcused tardiness or unexcused early departure) counts as one occurrence.
- Each unexcused tardy or unexcused early departure instance (arriving between 15 minutes and 1 hour late or leaving between 15 minutes and 1 hour early) counts as one half (1/2) occurrence.
- Each unexcused absence reporting by an employee will count as one occurrence.
- Each single instance of AWOL will count as one occurrence.
- If an employee is tardy and a substitute has already replaced them, management may, at its discretion, send the employee home for the shift, without pay.

All attendance violations will be noted in the employee's personnel file and the employee will be notified of such.

Progressive Discipline for Absence, Tardy, or Early Departure Infractions

Disciplinary Action Steps

The District policy of disciplinary action for attendance consists of an informal, non-disciplinary counseling step and four disciplinary steps which are administered in progressive order. At each of these steps the employee will be entitled to a meeting with union representation at his/her request and will have a meaningful opportunity to respond to the allegations and present information about any mitigating circumstances. An employee may progress through the Disciplinary Action Steps even if disciplinary processes for underlying infraction have not been resolved to completion. For example, an employee who has previously received a Step One Counseling and who commits two additional absence occurrences may be subject to the Step Two (Written Reprimand) and a Step Three (Three Day Suspension Without Pay) processes for the two additional occurrences.

Step One: Counseling

After the first **three (3) occurrences or three instances or tardiness/ early departures as defined above within sixty (60) work days**, the supervisor will provide a warning to the employee through a documented conversation in order to improve the attendance concerns and put the employee on notice that additional attendance issues will result in disciplinary actions. The purpose of the counseling meeting is to improve the

attendance concerns and put the employee on notice that additional attendance issues will result in disciplinary action. This documented conversation will not be considered as discipline and will not be included in the employee's personnel file.

Step Two: Written Reprimand

When an employee incurs an additional absence occurrence (or two half occurrences), the employee will receive a written reprimand. The written reprimand is a formal method of informing an employee of an absence or tardy infraction. The written reprimand occurs after an employee has received counseling from their supervisor related to the issue(s), and it is intended to encourage the employee to change the behavior.

Step Three: One Day Suspension Without Pay

When an employee incurs an additional absence occurrence (or two half occurrences), the employee will receive a ~~three~~ one-day suspension without pay.

Step Four: Three Day Suspension Without Pay

When an employee incurs an additional absence occurrence (or two half occurrences), the employee will receive a ~~five~~ three-day suspension.

Step Five: Five Day Suspension Without Pay

When an employee incurs an additional absence occurrence (or two half occurrences), the employee will receive a five-day suspension

Step Six: Termination

When an employee incurs an additional absence occurrence (or two half occurrences), the employee will be terminated.

Disciplinary Action Track for Attendance Infractions

Absence and tardiness issues are addressed as a single track in the attendance infraction disciplinary action process. For example, an employee who has been issued a first level warning for a tardiness issue would receive a second level warning for an attendance issue that warrants disciplinary action.

Knowingly falsifying time reporting entries will result in discipline up to and including termination.

Failure to report to work for five consecutively scheduled workdays without notifying the immediate supervisor will result in termination.

Twelve-Month Restart

For purposes of infractions subject to the six-step disciplinary progression, an Employee will progress sequentially through the Disciplinary Steps unless the employee goes a period of twelve consecutive months without an attendance-related infraction or occurrence. If an employee does go twelve consecutive months without an infraction or occurrence that gives rise to disciplinary action under this section, their next infraction or occurrence will restart at Step One of the Disciplinary Action Steps.

The date of an infraction, not the date any resulting discipline is imposed, will control when identifying the applicable 12-month period.

This restart provision will also apply to individuals who had their progressive step preserved from the previously-existing attendance policy, based on the dates of the relevant infractions.

Progressive Discipline Matrix

Step	Infraction / Occurrence	Penalty
1	Three (3) occurrence (or two half occurrences) without a 12 -consecutive month restart	Verbal Counseling
2	Four (4) occurrences (or combination of full and half occurrences equaling two) without a 12 -consecutive month restart	Written Warning
3	Five (5) occurrences (or combination of full and half occurrences equaling three) without a 12 -consecutive month restart	One-Day Unpaid Suspension
4	Six (6) occurrences (or combination of full and half occurrences equaling four) without a 12 -consecutive month restart	Three-Day Unpaid Suspension
5	Seven (7) occurrences (or combination of full and half occurrences equaling five) without a 12 -consecutive month restart	Five-Day Unpaid Suspension
6	Eight (8) occurrences (or combination of full and half occurrences equaling five) without a 12 -consecutive month restart	Termination
No Step	Knowingly Falsifying Time Records	Up to and including termination
No Step	Five consecutive days no-call / no-show	Termination

APPENDIX C

RETURN TO WORK / TRANSITIONAL WORK PROGRAM

General. Any employee who is assaulted or disabled while in the performance of his/her duties, under such circumstances as would cause such injury or disability to be compensable under the Workers' Compensation Laws of the State of Ohio shall have the following options:

Option A

Remain on the regular payroll of Management through the CLEVELAND METROPOLITAN SCHOOL DISTRICT Wage Continuation Program; or,

Option B

Go off the regular payroll on an unpaid Workers' Compensation leave and receive compensation through the Bureau of Workers' Compensation.

However, an employee who has settled his/her workers' compensation claim with Cleveland Metropolitan School District through the Industrial Commission will not be eligible to participate in the Return-to-Work/Transitional Work Program for the conditions which were settled. An employee who elects to participate in the CLEVELAND METROPOLITAN SCHOOL DISTRICT (CMSD) Wage Continuation Program agrees to the terms and stipulations as described in the CLEVELAND METROPOLITAN SCHOOL DISTRICT Return to Work/Transitional Work Program. (See Appendix D).

An employee unable to return to the job classification in which he/she was working when the injury or disability occurred due to permanent restrictions as described by the treating physician, shall have the option of bidding in accordance with the provisions of the Collective Bargaining Agreement to a different job classification for which they are qualified and able to perform within their work restrictions. He/She will receive the rate of pay for the job in which he/she is placed. If that transfer results in loss of his/her current benefits under the Collective Bargaining Agreement, that employee will continue with the benefits that he/she had at the time of the injury or disability. However, an employee assigned in this manner must bid on the next available job(s) for which he/she is qualified and be able to perform within his/her restrictions, to continue with the benefits. If an employee refuses to bid or accept any bid which is awarded, the employee's eligibility for

benefits will be based upon the hours assigned to the position to which he/she had transferred due to his/her restrictions.

OPTION A --CLEVELAND METROPOLITAN SCHOOL DISTRICT WAGE CONTINUATION PROGRAM

Eligibility Requirements and Benefits. Eligibility for the CLEVELAND METROPOLITAN SCHOOL DISTRICT Wage Continuation Program requires the employee to be off work due to a work related injury, provided the employee reports the injury within twenty-four (24) hours of the incident of illness or injury. A Workers' Compensation claim will be filed for payment of medical benefits through the Bureau of Workers' Compensation. Paid leave shall be granted for a period of time as recommended by a Provider from the CMSD Preferred Provider Panel not to exceed two (2) years, during which time the employee will remain on the District's payroll, provided proof of continued disability is submitted. Such proof shall be accompanied by a "statement of attending physician" setting forth the illness or injury, work restrictions, if any, estimated duration of disability, and estimated return to work date. Attending physician statements must be submitted to the District within forty-eight (48) hours of treatment. Should these requirements not be fulfilled by the employee, a request for wage continuation extension may not be considered. All benefits, including insurance, will continue during the duration of the Wage Continuation Program.

APPENDIX D

CLEVELAND METROPOLITAN SCHOOLS RETURN TO WORK TRANSITIONAL WORK PROGRAM

Statement of Policy

Cleveland Metropolitan Schools has experienced ever increasing costs in the area of Workers' Compensation. It is the goal of both management and labor to implement a return to work/transitional work program that will assist in reducing these costs as well as benefiting the injured employee and Management. These benefits include, but are not limited to:

For Employee Increased

morale

Full wage vs. 72%, then 66-2/3% after 12 weeks of BWC compensation

No interruption of benefits

More hands-on" claims management

Ability to return to work as determined by physician

For Management

Reduced workers' compensation costs

Increased productivity

Decreased absenteeism

- Increased employee relations
- More "hands-on" claims management
- Assistance with compliance to ADA and FMLA

This program shall emphasize that job accommodation, modified duty activity or transitional work will not aggravate the medical condition of injured employees. Every effort will be made to ensure that their safety and health will be protected while they are working within physical restrictions. Additionally, job accommodation, alternate duty assignments, and transitional work are meant to be temporary, not permanent work assignments.

Goals & Objectives

Managed return to work allows employees who are temporarily or partially disabled due to work-related injuries or illnesses to return to the workplace in a restricted or modified capacity and be productive before they are able to return to their normally assigned duties at full capacity. The goals and objectives for the Cleveland Metropolitan Schools Return to Work/ Transitional Work program include, but are not limited to:

Develop a plan to return injured employees to work safely and in a meaningful capacity, without risk of re- injury, aggravation of the injury, or risk to others.

Ensure that managed return-to-work develops within the requirements of the Americans with Disabilities Act (ADA) and applicable state laws.

Coordinate with Human Resources representatives.

Create an effective process for monitoring injured employees from the date of injury or illness until the injury is resolved or the injured worker is maximum medically improved (MMI)/placed under permanent work restrictions.

Focus on what the employee can do, not on what he or she cannot do.

Focus on the temporary nature of the modified work assignment or job accommodation. Enlist the support and commitment of management, labor, and co-workers.

Perform detailed job assessment/analysis for each job classification identifying the physical demands and requirements of each job, especially for jobs or classifications that have a high accident rate, to include:

- (a) the essential and nonessential tasks,
- (b) the tools, machines, and equipment used,
- (c) posture requirements,
- (d) height and weight of object to be lifted and/or moved,
- (e) endurance factors, such as degree of strength and physical demands required.

Develop detailed job descriptions (including essential and nonessential functions and physical requirements) to help medical care providers and medical care reviewers understand the physical and mental demands of each job.

RETURN TO WORK OPTIONS

When an injury occurs, Management intent is to return the employees to work as quickly as circumstances permit as determined by the provider of record. Instead of waiting until an injured employee reaches maximum medical improvement (MMI), or 100 percent recovery, to bring the employee back to work, the focus should be on what the employee can do during recovery to accommodate the injury or disability. (One hundred percent recovery means the employee has regained his or her pre-injury physical capacity. MMI means the employee has recovered as much as possible.)

Managed returns to work options include job accommodation, temporary alternate or modified duty assignments, and transitional work. Positions identified for such assignments are not intended to replace vacant positions. Return to work positions are recognized as temporary, supplemental positions and are not considered to be regular bid jobs or to become regular bid jobs. Such positions within the Local Union No. 436 bargaining units are intended for Local Union No. 436 employees and not employees of any other bargaining unit unless specifically agreed to by the affected Union President(s) and Management.

Job accommodation. The first choice is to bring the employee back to his/her regular job through a process called job accommodation, which is intended to allow employees to return to their regular jobs while recovering from an injury. Accommodation may require some modification of the injured employee's regular assignment. For example, it may be possible for the employee to return to his/her regular job with instructions not to perform specific activities or to complete only a limited number of the tasks usually performed in a day's time. This type of job modification is often most desirable because it enables injured workers to perform familiar work. It also helps avoid injuries that could result from performing unfamiliar tasks.

Temporary alternate duty assignments. If job accommodations are not possible, another option is to place the disabled employee in temporary alternate duty assignments. In some cases, provisions shall be made to allow employees to *temporarily* perform work in a different job classification or even a different department. Alternate duty assignments shall be integrated into mainstream operations as much as possible. Jobs or tasks for alternate duty assignment shall be identified in advance. Each alternate duty job shall be assessed/analyzed and its physical requirements documented. Returning injured employees will be matched with suitable alternate work, given his/her medical restrictions. Alternate duty assignments shall keep pace with the injured worker's improvement and shall not be considered either long-term or permanent.

Transitional work. An important part of both job accommodation and temporary duty assignments is a concept known as transitional work (work hardening). With work hardening, injured employees may return to their regular job or an alternate job on a reduced schedule (in keeping with their medical restrictions), possibly working only a two- to three-hour work-day during early recovery. The number of hours gradually increases to keep pace with the employee's recovery and rehabilitation and is tailored to the employee's changing medical restrictions. Other work hardening activities could include exercise programs to rebuild strength, and these could be obtained off-site in a hospital or rehabilitation center setting.

Coordinating with Treating Physician

A Cleveland Metropolitan Schools preferred provider network and facility(s) will be selected by the District. The employee will not be responsible for the cost of treatment by the CMSD preferred provider network and facility.

Employees sustaining a work related injury that requires medical attention at a medical treatment facility (i.e., sprains, simple fractures, etc.) will receive treatment by a program physician or medical facility. The program physician, along with rendering a diagnosis and prognosis, will determine if the employee is capable of returning to work, and under which option as described above. This plan will include any necessary rehabilitation plan to be followed, the approximate duration of any return to work assignment, and indicate any physical therapy the injured employee may require. The program physician(s) may require follow-up medical evaluations.

Employees sustaining a work related emergency trauma injury (i.e., life threatening, severe body injury) may be treated at any medical treatment facility to which emergency medical personnel transport them. The employee will subsequently be examined by the program physician. The designated program physician will determine if the employee is capable of returning to regular duties; or, if restricted, returning to work under the options as described above. This plan will include any necessary rehabilitation plan to be followed, the approximate duration of any return to work assignment, and indicate any physical therapy the injured employee may require. The program physician(s) may require follow-up medical evaluations.

An employee may, after the initial evaluation by the program physician, elect to continue treatment with their personal physician provided the program physician's recommendations are followed and the employee continues to follow up with the program physician and their treatment recommendations as directed. The employee will sign any necessary waivers to allow their personal physician(s) to release information to the program physician. The employee's program physician will be the physician of record for Workers' Compensation purposes.

Upon the program physician's determination that an injury requires the employee to be off work, paid leave shall be granted by Management so long as the employee reported the injury within twenty-four (24) hours of the incident of illness or injury.

Employees in an alternate work assignment shall be evaluated at least once a week and any appropriate modifications and upgrades shall be discussed with the program physician. A medical release from either the program or personal treating physician of an injured worker is required prior to returning an employee in an alternate work assignment to his/her original position.

Employees who sustain injury in the course of and arising out of their employment under such circumstances as would cause such injury or disability to be compensable under the Workers' Compensation Laws of the State of Ohio who choose NOT to be evaluated by the program physician or who choose NOT to follow that physician's recommended program and go only to the physician of their choice are NOT entitled to any paid wage continuation benefits contained in this program.

Compensation

An employee working in the return to work/transitional work program will be compensated at their regular rate of pay. The employee will not be entitled to bid rights, overtime (unless the employee

is performing within his/her bid position and overtime does not violate work restrictions), etc., since the employee is not fit to perform all of the duties of the classification. With regard to the rights of other employees, the employee in the return to work/transitional

work program will be deemed not to be working out of classification.

An employee shall be given up to two (2) hours release time, if needed, to attend workers' compensation hearings.

An injured employee will make every effort to schedule follow-up examinations and/or physical therapy during non-working hours. These appointments shall be coordinated with the Cleveland Metropolitan Schools' Managed Care Organization. If scheduling during non-working hours is not possible, an employee shall be given up to two (2) hours release time with approval of Management, if needed, for follow-up appointments and/or physical therapy appointments.

Permanent Restrictions/Disability

In the event that an employee cannot be returned to work due to permanent restrictions in their regular job or alternate position, he or she will no longer be eligible for the District's Salary and Wage/Transitional Work program. In this event, he or she will be referred to Human Resources and instructed to apply for appropriate work accommodations. Human Resources will determine whether or not reasonable accommodations can be made under their guidelines.

In the event that an employee is released off of work for a consecutive 3-month period, or under work restrictions for a consecutive 6-month period, CMSD may schedule an independent medical examination to determine the employee's work restrictions and/or the duration of the restrictions (temporary or permanent) as well as the employee's feasibility for vocational rehabilitation and act upon the doctor's recommendations accordingly. CMSD will continue to have the ability to schedule an independent medical examination at its discretion every three months thereafter for as long as the employee remains in the program. Should the independent medical physician release the employee to work with restrictions, find that his restrictions have become permanent, or find that the employee is eligible for vocational rehabilitation, the light duty job offer, permanency finding, and/or vocational opinion will be sent to the employee's preferred provider for his or her review and opinion. Should an agreement not be reached between the physician who conducted the independent medical examination and the employee's preferred provider on the employee's work restrictions and/or vocational rehabilitation eligibility, and the employee should request it, a third opinion will be obtained from another independent medical physician. The third opinion shall be determinative of the employee's work status, restrictions, and/or vocational rehabilitation eligibility status under the program and shall not be subject to further appeal or review. Failure of the employee to follow such recommendations will result in he or she becoming ineligible for the program.

APPENDIX E

APPENDIX E-1

**Payroll Deductions (Bi-Monthly)
Effective 1/1/22**

Local 436	CALENDAR YEAR			
Full time Employees	Single – Wellness	Single – No Wellness	Family¹ – Wellness	Family¹ – No Wellness
Anthem	\$ 42.50	\$ 55.00	\$ 95.00	\$ 117.50
UHChoice	\$ 17.50	\$ 25.00	\$ 50.00	\$ 60.00
MMO-SuperMed Plus PPO	\$ 42.50	\$ 55.00	\$ 95.00	\$ 117.50
Basic Dental	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Enhanced Dental	\$ 6.83		\$ 22.15	
Vision-United Healthcare, Union Eye Care	\$0.00			

For Anthem and MMO coverage, at present the rates are unknown; the amounts in the chart represent the maximum amount that an employee could have deducted. Employees will pay 10% of the premium (COBRA equivalency), subject to the hard caps referenced above. The effective date of the rate change shall be January 1, 2022 and each January 1 thereafter.
Changes to deductions are made on the calendar year.

¹ Working Spouse shall pay the following monthly surcharge for coverage as primary under any CMSD plan option: \$150.00 for the life of the contract (\$75.00 each bi-monthly payroll deduction).

APPENDIX E-2
Medical, Vision, and Dental Benefit Summaries
Medical Benefit Summary

Benefits	UHChoice Network Only (no coverage if outside UHChoice, except in emergency)	Anthem Network/Non-Network	MMO-SUPERMED PLUS PRO Network/Non-Network
Hospital Services (Emergency Co-pay (ER), Urgent Care Co-pay (UC))	\$50 Co-Pay (ER) \$25 Co-pay (UC)	\$100 Co-pay (ER) \$35 Co-pay (UC) / 70%	\$100 Co-pay (ER) \$35 Co-pay (UC) / 80%
Physician Services (office Visit)	\$10 Co-pay	\$20 Co-pay / 70%	\$20 Co-pay / 80%
Specialist Office Visit	\$25.00	\$30.00 / 70%	\$30.00 / 80%
Physician Services (Surgery, 2 nd Surgery Opinion)	100%	100% / 70%	100% / 80%
Physician Services (X-Ray & Lab)	100%	100% / 70%	100% / 80%
Prescription Drug			
Generic	\$5 Co-pay	\$5 Co-pay	\$5 Co-pay
Formulary	\$10 Co-pay	\$15 Co-pay	\$15 Co-pay
Non-Formulary	\$10 Co-pay	\$20 Co-pay	\$20 Co-pay
Contraceptives	Covered	Covered	Covered
Mail Order / Days Supply per prescription	90 Days	90 Days	90 Days
Generic	\$5 Co-pay	\$10 Co-pay	\$10 Co-pay
Formulary	\$10 Co-pay	\$30 Co-pay	\$30 Co-pay
Non-Formulary	\$10 Co-pay	\$40 Co-pay	\$40 Co-pay

Physical / Occupational Therapy	\$10 Co-pay	\$15 Co-pay / 70%	\$15 Co-pay / 80%
Annual Maximum	Up to 2 months or 30 visits per therapy, whichever is greater	60 visits	60 visits
Speech Therapy	\$10 Co-pay Up to 2 months or 30 visits, whichever is greater	\$15 Co-pay / 70% 20 visits per benefit period	\$15 Co-pay / 80% 20 visits per benefit period
Mental Health (MH) and Substance Abuse (SA)			
Mental Health – In Patient	100%	100% / 70%	100 % / 80%
Substance Abuse – In patient	100%	100% / 70%	100% / 50%
MH & SA – In patient (Combined)	Unlimited	Unlimited	Unlimited
Mental Health – Outpatient	20 visits per year at \$10 Co-pay	\$15 Co-pay / 70% after deductible	\$15 Co-pay / 80% after deductible
Substance Abuse - Outpatient	100%	\$15 Co-pay / 70% after deductible	\$15 Co-pay / 50% after deductible
MH & SA – Outpatient (Combined)	Unlimited	Unlimited	Unlimited
Major Medical			
Single (deductible)	\$0	\$0 / \$250	\$0 / \$250
Family (deductible)	\$0	\$0 / \$500	\$0 / \$500
Single (Max Out-of-Pocket for Co-Insurance)	\$0 (excludes payroll contributions)	\$0 / \$2,250 (excludes deductible and payroll contributions)	\$0 / \$2,000 (excludes deductible and payroll contributions)
Family (Max Out-of-Pocket for Co-Insurance)	\$0 (excludes payroll contributions)	\$0 / \$4,500 (excludes deductible and payroll contributions)	\$0 / \$4,000 (excludes deductible and payroll contributions)
Dependent Age Limit	To Age 26	To Age 26	To Age 26
Lifetime Maximum	Unlimited	Unlimited	Unlimited
Special Feature-Durable Med. Equip.	100%	100% / 70%	100% / 80%
Special Feature-Hospice	100%	100%	100%
Special Feature-Skilled Nursing	100%	100% / 70%	100% / 80%
Special Feature-Organ Transplant	100%	100% / 70% (if pre-authorized)	100% / 50% Separate \$1 Million Lifetime
Infertility Services	70% - See Certificate for exclusions	Not Covered	Not Covered

The above chart is a broad summary of the medical and prescription drug insurance provisions. Other plan provisions and limitations may apply.

If there is a discrepancy between the plan document and this bulletin, the plan document will

prevail. See Certificate of Coverage for details.

APPENDIX E-3 VISION

This chart is a broad summary of the vision benefits provisions. Other plan provisions and limitations may apply. If there is a discrepancy between the plan document and this bulletin, the plan document will prevail

Vision insurance benefits summary

Union Eye Care (Locals 407, 436, and Building Trades)	
Examination One exam every 24 months for employees and dependents 19 years of age or older, and once every 12 months for employees and dependents under age 19	Regular spectacle exam; Full Coverage Contact lens exam: \$40.00 Allowance
Lenses / Frames One pair every 24 months for employees and dependents 19 years of age or older, and once every 12 months for employees and dependents under age 19	Single Vision Full Coverage Standard Bifocals Full Coverage Standard Trifocals Full Coverage Lenticular or Aphakic Lens Full Coverage Frames \$70.00 Allowance
Contact Lenses In lieu of frame and lenses, every 24 months for employees and dependents 19 years of age or older, and every 12 months for employees and dependents under age 19	\$100.00 Allowance

Dependent child coverage is provided to eligible children until age 26.

APPENDIX E-4

Physicians Certificate and Health Risk Assessment as attached.



Physician Certification Form

The Cleveland Metropolitan School District has established a wellness incentive for eligible participants that complete certain activities.

To qualify the member must submit this physician certification of having completed the listed activities. **Please note: The actual results, diagnoses and/or any other details of any testing or assessment are not to be included.**

Patient First Name	Patient Last Name	Patient Date of Birth
CMSD Employee First Name	CMSD Employee Last Name	CMSD Employee Date of Birth
Certifying Physician Name		
1. The patient named above has completed a screening on or after 11/1/2016 that included the following at a minimum: <ul style="list-style-type: none"> Cholesterol screening Glucose screening Blood Pressure screening Body Mass Index (BMI) 		Yes ____ No ____
2. The patient named above has completed a screening on or after 11/1/2016 that included the following at a minimum:		Yes ____ No ____

Physician / Physician Assistant / Nurse Practitioner Signature Date

Send a copy of this completed and signed form for processing to:

Via Email: CMSDHRA@Hylant.com	Via Mail: Hylant Attn: CMSD HRA 6000 Freedom Square Dr Ste 400 Cleveland, OH 44131
-----------------------------------------	----------------------------------------------------------------------------------------------------------

DO NOT SUBMIT THIS FORM TO ANYONE OTHER THAN YOUR HEALTHCARE PROVIDER



Physician Health Risk Assessment

This Health Risk Assessment should be completed and shared with your physician. Your physician will need to certify completion of this Health Risk Assessment for qualification of wellness premium incentives.

Name	
Date of Birth	Date of HRA Completion
In the past 7 days, how many days did you exercise?	Days
On the days when you exercised, for how long did you exercise (in minutes)?	Minutes
How intense was your typical exercise? <input type="checkbox"/> Light (like stretching or slow walking) <input type="checkbox"/> Moderate (like brisk walking) <input type="checkbox"/> Heavy (like jogging or swimming) <input type="checkbox"/> Very heavy (like fast running or stair climbing) <input type="checkbox"/> I am currently not exercising	
In the last 30 days, have you used tobacco? Smoked Tobacco Product: <input type="checkbox"/> Yes <input type="checkbox"/> No Smokeless Tobacco Product: <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes to either, would you be interested in a tobacco cessation plan? <input type="checkbox"/> Yes <input type="checkbox"/> No
In the past 7 days, on how many days did you drink alcohol?	Days
In the past 7 days, how many servings of fruits and vegetables did you typically eat each day? (1 serving = 1 cup of fresh vegetables, 1 cup of cooked vegetables, or 1 medium piece of fruit. 1 cup = size of a baseball.)	Servings
In the past 7 days, how many servings of high fiber or whole grain foods did you typically eat each day? (1 serving = 1 slice of 100% whole wheat bread, 1 cup of whole-grain or high-fiber ready-to-eat cereal, 1/2 cup of cooked cereal such as oatmeal, or 1/2 cup of cooked brown rice or whole wheat pasta.)	Servings
In the past 7 days, how many servings of fried or high-fat foods did you typically eat each day? (Examples include fried chicken, fried fish, bacon, French fries, potato chips, corn chips, doughnuts, creamy salad dressings, and foods made with whole milk, cream, cheese, or mayonnaise.)	Servings
In the past 7 days, how many sugar-sweetened (not diet) beverages did you typically consume <i>each day</i> ?	Servings
Do you always fasten your seat belt when you are in the car? <input type="checkbox"/> Yes <input type="checkbox"/> No	
In the past 2 weeks, how often have you felt down, depressed, or hopeless? <input type="checkbox"/> Almost all of the time <input type="checkbox"/> Most of the time <input type="checkbox"/> Some of the time <input type="checkbox"/> Almost never	

<p>In the past 2 weeks, how often have you felt little interest or pleasure in doing things?</p> <p> <input type="checkbox"/> Almost all of the time <input type="checkbox"/> Most of the time <input type="checkbox"/> Some of the time <input type="checkbox"/> Almost never </p>	
<p>Have your feelings caused you distress or interfered with your ability to get along socially with family or friends?</p> <p> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>	
<p>In the past 2 weeks, how often have you felt nervous, anxious, or on edge?</p> <p> <input type="checkbox"/> Almost all of the time <input type="checkbox"/> Most of the time <input type="checkbox"/> Some of the time <input type="checkbox"/> Almost never </p>	
<p>In the past 2 weeks, how often were you not able to stop worrying or control you're worrying?</p> <p> <input type="checkbox"/> Almost all of the time <input type="checkbox"/> Most of the time <input type="checkbox"/> Some of the time <input type="checkbox"/> Almost never </p>	
<p>How often is stress a problem for you in handling such things as:</p> <p> Your health: <input type="checkbox"/> Never or rarely <input type="checkbox"/> Sometimes <input type="checkbox"/> Often <input type="checkbox"/> Always Your finances: <input type="checkbox"/> Never or rarely <input type="checkbox"/> Sometimes <input type="checkbox"/> Often <input type="checkbox"/> Always Family/Social: <input type="checkbox"/> Never or rarely <input type="checkbox"/> Sometimes <input type="checkbox"/> Often <input type="checkbox"/> Always Work: <input type="checkbox"/> Never or rarely <input type="checkbox"/> Sometimes <input type="checkbox"/> Often <input type="checkbox"/> Always </p>	
<p>How often do you get the social and emotional support you need:</p> <p> <input type="checkbox"/> Always <input type="checkbox"/> Usually <input type="checkbox"/> Sometimes <input type="checkbox"/> Rarely <input type="checkbox"/> Never </p>	
<p>In the past 7 days, how much pain have you felt?</p> <p> <input type="checkbox"/> None <input type="checkbox"/> Some <input type="checkbox"/> A lot </p>	
<p>In general, would you say your health is</p> <p> <input type="checkbox"/> Excellent <input type="checkbox"/> Very good <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor </p>	
<p> <input type="checkbox"/> Excellent <input type="checkbox"/> Very good <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor </p>	
<p>On average, how many hours of sleep do you get per night?</p>	<p>Hours</p>
<p>Do you snore or has anyone told you that you snore?</p> <p> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>	
<p>In the past 7 days, how often have you felt sleepy during the daytime?</p> <p> <input type="checkbox"/> Always <input type="checkbox"/> Usually <input type="checkbox"/> Sometimes <input type="checkbox"/> Rarely <input type="checkbox"/> Never </p>	

APPENDIX E-5

DENTAL BENEFIT SUMMARY

MetLife Insurance
Effective 1/1/22

Description	Basic		Enhanced	
Deductible	\$25 Individual / \$50 Family		\$25 Individual / \$50 Family	
Calendar Year Maximum	\$1,500 per person		\$2,500 per person	
	In-Network	Out-of-Network	In-Network	Out-of-Network
Preventative Oral Examinations – 2 per year Prophylaxis (cleanings – 2 per year Topical Fluoride Applications – to age 14 annually Bitewing X-rays – once per year Full Mouth X-rays – once every 60 months Space Maintainers for children under 14	100% of PDP Fee*	100% of R&C Fee**	100% of PDP Fee*	100% of R&C Fee**
Basic Fillings, Simple Extractions, Endodontics, Oral Surgery, Periodontics, General Anesthesia, Consultations	80% of PDP Fee*	80% of R&C Fee**	80% of PDP Fee*	80% of R&C Fee**

Major Bridges and Dentures – once every 5 years Inlays, Onlays & Crowns – once every 5 years Prosthetics (Fixed) – once every 5 years Crown Build-ups Veneers, :Harmful Habit Appliance, Crown, Denture & Bridge Repair Implants(Covered under the Enhanced Plan only)-Installation once per 60 months; maintenance once per 12 months	20% of PDP Fee*	20% of R&C Fee**	80% of PDP Fee*	80% of R&C Fee**
Orthodontics – Child Only Dependents covered until age 19	20% of PDP Fee*	20% of R&C Fee**	80% of PDP Fee*	80% of R&C Fee**
Orthodontia Lifetime Maximum	\$1,500 per person	\$1,500 per person	\$2,500 per person	\$2,500 per person
<p>*PDP Fee refers to the negotiated fees that participating PDP dentists have agreed to accept as payment in full.</p> <p>**Reasonable and Customary charge is based on the lesser: (1) the dentist's actual charge (2) the dentist's actual charge for the same or similar services or (3) the usual charge of most dentists in the same geographical area for the same or similar service as determined by MetLife.</p>				

This Chart is a broad summary of the dental benefits provisions. Other plan provisions and limitations may apply. If there is a discrepancy between the plan document and this bulletin, the plan document will prevail.

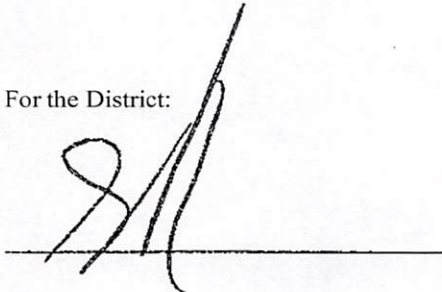
Dental Coverage is extended to eligible dependents until age 19 or 23 if full-time student.

The District agrees to the following:

[During negotiations for the 2019-2020 Collective Bargaining Agreement, the parties agreed to strike items one and two from this legacy side letter]

- ~~1. Furniture Crew. There will be a .60 per hour adjustment to be paid to all employees who move furniture pursuant to Article 16, Section 4.~~
- ~~2. Rich Allen will be made whole for the sixty cent adjustment in pay effective 2007 based on the amount agreed to by the District and Local Union No. 436.~~
3. Article 13 route assignment. No management level employee shall abuse his authority as it relates to route assignments. All such incidents shall be reported to Management and the Union immediately.
4. Coaching events shall not adversely affect an employee's attendance. Local Union No. 436 members may serve as coaches. To the extent that the hours of coaching overlap the employee's regular assigned working hours, then the employee and his/her supervisor shall agree to an adjustment of the employee's work hours on any given day so that the employee will work his/her regular daily hours.

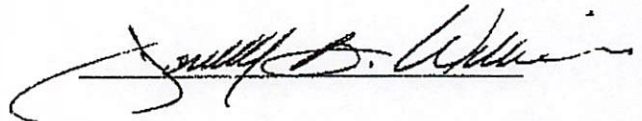
For the District:



Date

6-22-11

For the Union:



Date

6-22-2011