

**AGREEMENT**

**between the**

**BOARD OF EDUCATION**

**for the**

**CLEVELAND MUNICIPAL SCHOOL DISTRICT**

**and the**

**CLEVELAND CUSTODIANS UNION LOCAL 777, SEIU**

**EFFECTIVE**

**JULY 1, 2024 through JUNE 30, 2026**

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## **PREAMBLE**

THIS AGREEMENT has been made and entered into by and between the Board of Education for the Cleveland Municipal School District (hereinafter referred to as the “District”), and the Cleveland Custodians Union, Local No. 777, SEIU, or successor, and their officers, agents and members (hereinafter referred to as the “Union”).

WHEREAS, to serve the interest of the community, children, Custodians, the administration and the school system, it is imperative that understanding, cooperation and good will should exist between the District and its employees; and

WHEREAS, the best interests of public education can be effectively served by establishing procedures for regular and continuing discussion between the Board of Education and the Representative of the Custodians and other miscellaneous employees represented by this Union on matters of common concern, and by providing orderly channels for the resolution of differences should they arise; and

WHEREAS, the Cleveland Board of Education and the Cleveland Custodians’ Union have been meeting since 1936 for the purpose of discussing policies, procedures and all matters affecting the employment of Custodians by the Cleveland Board of Education; and

WHEREAS, no person or persons, departments or divisions responsible to the District shall discriminate against any employee on the basis of race, creed, color, sex, national origin, marital status or membership in or association with the activities of any employee organization,

NOW, THEREFORE, be it resolved, that any section of the Administrative Code now in force regarding Custodian conditions, policies and practices are automatically made a part of this Agreement.

This Agreement shall be submitted to the Cleveland Board of Education, and the District, shall consider such agreement in accordance with §4117 of the Ohio Revised Code.

## ARTICLE 1

### RECOGNITION

1.0 Exclusive Bargaining Representative. The District recognizes the Union as the sole and exclusive representative of all Cleveland Municipal School District Custodians, including Permanent Custodians (single site and any of the multi-sites-see Section 5.2), including Grandfathered Tier I Custodians (those Custodians hired on or before November 7, 2012 - see Appendix 1-A) and Tier I and II Custodians (those hired after November 7, 2012). Various Custodians (see Section 1.3., infra), Facilities Maintenance Coordinator and Trainer (see Section 1.5, infra) and Facilities Trainer (see Section 1.4, infra) (but excluding the position of Facility Manager), and other miscellaneous employees represented by this Union and employed by the District, and further recognizes that the Union has represented this group of employees for over fifty (50) years. Each position shall be entitled to all the rights of a Permanent Custodian, including, without limitations, seniority, and rights to transfer and overtime, except as may be specifically otherwise set forth herein.

The District will discuss with the Union, as the sole representative of the Custodians, all matters concerning salaries and other terms and conditions of employment, so long as the Union represents equally all Custodians without regard to membership or participation in or association with the activities of any other organization.

No person in supervisory or administrative capacity will interfere or involve himself/herself in the Union's role to function effectively as sole representative.

The District shall recognize the elected Union officials as the representatives of the Union. The District shall be expected to make reasonable arrangements so that the elected Union officials may carry out their responsibilities.

1.1 Tier I Custodians. There shall be no guaranteed minimum number of Tier I Custodians, provided, however, that this Section shall have no adverse effect upon those bargaining unit members who are Grandfathered Tier I Custodians.

The number of Tier I Custodians shall be no less than the number of facilities listed on Appendix 1-B, as modified from time to time, plus all other non-Tier II Custodian positions (Various Custodian(s), Stationary Engineer Trainer and Facilities Equipment Technician). However, any reduction in the number of facilities listed in Appendix 1-B shall not adversely affect any Grandfathered Tier I Custodian.

If the District does not decrease the number of facilities on Appendix 1-B and a Tier I Custodian leaves the bargaining unit, a Tier II Custodian who possesses either a valid third class Stationary Engineer's License or High Pressure Boiler License issued by the Ohio Department of Commerce and such other certifications as the Union and District may mutually agree, as set forth in Section 5.1, shall become a Tier I Custodian in order of bargaining unit seniority so as to maintain the foregoing number Tier I Custodians (Appendix 1-B positions, plus Various, Trainer and Technician positions).

1.2 Tier II Custodians. A Tier II Custodian shall have all of the obligations, duties and responsibilities of a Tier I Custodian, and shall be entitled to all the terms and conditions of employment as a Tier I Custodian, except as otherwise set forth in this Agreement.

Civil Service Test Required. Except as provided below, individuals hired as Tier II Custodians shall be designated as Temporary Custodians until they pass the applicable Civil Service examination, but shall have all of the obligations, duties and responsibilities of a Tier II Custodian, and shall be entitled to all of the terms and conditions of employment as a Tier II

Custodian, provided, however, in no event may a Temporary Custodian become a Tier I or Tier II Custodian until that individual has passed the applicable Civil Service examination.

For all Temporary Tier II Custodians hired before July 1, 2016:

Upon successful completion of the probationary period set forth in Article 19 of the Agreement, they shall be deemed to be Permanent Tier II Custodians and will not be required to take any Civil Service examination, their seniority date being the first day of continuous employment in the bargaining unit.

For all Temporary Tier II Custodians hired on or after July 1, 2016:

They must take the applicable Civil Service test at the first instance it is offered after becoming a Temporary Custodian. Failure to do so shall result in such Temporary Custodian's immediate termination. Upon successful passage of the applicable Civil Service examination and the successful completion of the probationary period set forth in Article 19 of the Agreement, seniority shall revert to the first day of continuous employment in the bargaining unit and the individual shall be permanently appointed as a Tier II Custodian, without regard to where the individual ranks on the list of successful examinees. Prior to successful passage of the Civil Service examination and the applicable probationary period, for purposes of lay-off, all bargaining unit members who have passed any applicable Civil Service examination and completed the probationary period shall have greater seniority over those bargaining unit members who have not passed the Civil Service examination and completed the probationary period, and among those who have not passed the Civil Service examination and completed the probationary period, date of continuous employment within the bargaining unit shall govern seniority. Any such individual who fails the Civil Service examination shall be terminated within thirty (30) calendar days of such failure.

Among bargaining unit members who have passed an applicable Civil Service examination for a bargaining unit classification and probationary period, or otherwise deemed to be permanent as set forth above, bargaining unit seniority shall govern, unless layoffs would lead to an insufficient number of licensed bargaining unit members as set forth in Section 5.1 (third paragraph) to staff the facilities listed in Appendix 1-B and the other bargaining unit positions (Various, Trainer and Maintenance Coordinator and Trainer), in which case, such licensed individuals shall not be laid off and instead, the least senior Tier II Custodians shall be laid off.

Upon the establishment of a Civil Service list for Tier II Custodians, such Custodians are to be hired from the list (as contrasted from already hired Temporary Custodians) in the same manner as set forth in Sections 5.1 regarding the hiring of Tier I Custodians (Rule of 10).

If a Tier II Custodian possesses either a valid High Pressure Boiler License issued by the Ohio Department of Commerce or a valid third class Stationary Engineer's License issued by the Ohio Department of Commerce and such other certifications as the Union and District may mutually agree, as set forth in Section 5.1, that individual can bid to work at a location listed on Appendix 1-B, as amended, pursuant to the bidding procedures set forth in the Agreement, and if successful and appointed to a location on Appendix 1-B, as amended, shall receive the applicable wage rate as a Tier I Custodian for that location. So also, such individual is eligible, consistent with the Agreement, to bid for any other bargaining unit position for which the individual is qualified, provided, however, that if that individual should successfully bid and be appointed to a location that is not on Appendix 1-B, as amended, then that individual's pay shall revert to the applicable Tier II Custodian rate for that location.

The District will immediately request, and use its best efforts to work in conjunction with and to have the Civil Service Commission for the City of Cleveland prepare and offer a Civil

Service examination for the position of Tier II Custodian. The Union shall have the right to participate in (but not have final approval or veto of) developing civil service tests applicable to the bargaining unit.

1.3 Various Custodian. A Various Custodian (who can be either a Tier I or Tier II qualified Custodian) shall be assigned to a facility at which a Permanent Custodian is also assigned. A Various Custodian may be re-assigned to such other facilities as the District so directs. The Various Custodian shall be compensated at Tier I Bracket 16 rate of pay, unless the Various Custodian is assigned to another building for more than one week, in which case the Various Custodian shall be paid at the greater of Tier I Bracket 16 or the rate of the facility to which the Various Custodian is assigned. (If a Permanent Custodian is continuously absent from his/her assigned facility for more than one (1) week and that facility is greater than a Tier I Bracket 16 facility, then the Various Custodian assigned to that facility after the first week shall receive the Bracket pay of that facility.). When a Permanent Custodian is absent for the day, for any reason, a Various Custodian shall be assigned to replace that Permanent Custodian, if a Various Custodian is available. A Various Custodian shall work the same shift as the Permanent Custodian who that Various Custodian is replacing, without regard to the fourteen (14) day notice that normally applies when there is a change in the starting time. A Various Custodian shall be paid mileage at the Internal Revenue Service reimbursement rate if that individual must travel to more than one facility during any given day. A Various Custodian shall otherwise have the same duties and responsibilities as a Permanent Custodian and the term "Custodian" when used throughout this Agreement, shall refer to both a Permanent and a Various Custodian. Where the Various Custodian position and one or more building Custodian positions are vacant and there are an insufficient number of individuals available to fill all positions, the building

Custodian positions shall be filled first. The District must maintain at least one Custodian in the Various Custodian position.

1.4 Facilities Trainer. The Facilities Trainer shall not be assigned to a specific building. Such individual shall be knowledgeable in all aspects of work to be performed by Custodians and shall work with the Facilities Managers to coordinate and prepare workshops and instructional classes to train facilities personnel. The Union, through the Labor Management Committee, will establish a training schedule specifically to improve and enhance the knowledge and skills of the Custodians. In an emergency, the Trainer may be used as a Various Custodian without any reduction in pay.

1.5 Facilities Maintenance Coordinator and Trainer. Facilities Maintenance Coordinator and Trainer shall be assigned to a specific building and shall be responsible for repairing equipment used by the custodial staff, ordering and maintain parts, training and advising Custodians regarding proper upkeep and operation of equipment, evaluation and supervision of facilities employees as assigned, responding to emergencies, supervising external lighting and parking lot salt and plowing, and such other duties as may be assigned. In an emergency, a Maintenance Coordinator and Trainer may be used as a Various Custodian without any reduction in pay.

1.6 Classified And Coded Printout Of Bargaining Unit Employee Information. The Union will be given two computer printouts in October and February of each year; one alphabetically by employee name and the other by work-site. The print-out shall include the following information:

1. Employee name
2. Employee identification number (which shall be other than the employee's Social Security Number)

3. Date of appointment to current position
4. Current rate of pay
5. Asterisk the names of the employees whose union dues are being collected through District payroll deduction
6. Code by employment status
7. Employee home address

Such printouts will not be shared with private or commercial agencies for promotional purposes.

1.7 New Job Classifications. Whenever possible, the District shall assign work to employees in job classifications which are in existence when the work is to be performed. Whenever the District does create or establish any new job classifications of non-certificated personnel, then the District shall send written notifications of such action to the Union. In its notifications, the District shall describe the work to be performed by this classification, and the Union will have the same opportunity as all other unions to include said employees in its bargaining unit.

If the District creates or establishes any new job classifications in which the employees perform work substantially similar to the work being performed by employees then represented by the Union, the employees in the newly created or established job classification shall be represented by the Union, beginning with the first day of employment of any such employees. The full terms and conditions of this Agreement shall apply to those employees as of the first day of their employment, except that the District and the Union shall meet immediately after the Union is informed that the District has created or established such new job classification to negotiate the rate of pay to be received by said employees.

## ARTICLE 2

### UNION SECURITY AND PAYROLL DEDUCTIONS

2.0 Checkoff And Remittance. The District shall deduct from the first pay of each month of each member of the Union who has authorized such deductions one-half (1/2) of any dues, initiation fees, and assessments the Union may adopt, as well as voluntary deductions to the Union's COPE and scholarship funds, and shall deduct the remaining one-half (1/2) from the second pay of each month. The District shall deduct from the first pay of each month of each employee covered by this Agreement who is not a member of the Union a fair share fee equal to the amount of dues required to be paid by members of the Union. The District shall transmit to the Union on or before the first working day of the following month all monies withheld during the first pay of each month, along with an accounting as to the amount withheld from the pay of each employee; specifically identifying union members and those employees paying a fair share fee. The parties may mutually agree to change the timing of deductions and/or remittance.

2.1 Exclusive Checkoff. The Union is and shall continue to be the only employee organization which shall have the exclusive right to have its dues withheld by the District from the pay of employees in the bargaining unit it represents.

2.2 Indemnification. The Union will indemnify and save the District harmless from any action growing out of deductions hereunder and commenced by an employee against the District (or the District and Union jointly).

2.3 Cancellation Of Payroll Deductions. All requests for cancellation of payroll deductions for the Cleveland Custodians Local 777 dues shall be processed through Local 777's Secretary-Treasurer, before action is taken for cancellation. Requests for cancellation will be forwarded to the Secretary-Treasurer, and those which are not returned within fifteen (15) days to the Division of Payroll shall be considered honored and cancelled, unless otherwise notified.

2.4 Direct Deposit of Payroll Check. 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. An employee may elect to split the total amount of the payroll check between two financial institutions or two accounts at the same institution. Those can include banks, credit unions, brokerage firms, or any financial institution that has a routing number and the employee has an account.

2.5 No Load Mutual Funds. No load mutual funds may be obtained through the use of direct deposit through financial institutions as found in Section 2.4, supra.

2.6 Roth IRA's. Roth IRA's may be obtained through the use of direct deposit through financial institutions as found in Section 2.4, supra.

### **ARTICLE 3**

#### **RIGHTS OF THE UNION**

3.0 Union Representatives. The Union membership shall have the exclusive right to choose their representatives according to the provisions of the Constitution and By-Laws of the Custodians and other miscellaneous employees represented by this Union. By Union Representative is meant the Union Officers.

3.1 Right To Inspect And Audit The District's Books. The District shall make available to Local 777 upon its reasonable request, any and all available information, statistics and records relevant to negotiations or necessary for the implementation of the terms of this Agreement. 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.

3.2 Meetings With All Custodians Regarding New Programs. Whenever a new program, whether Federal, State or District sponsored, is to be instituted in the schools, meetings

will be held so that all Custodians may have an opportunity to review the program and contribute suggestions on implementation.

3.3 Monthly Meetings With Directors of Facilities And Labor Relations.

3.3.1 Monthly Meetings. The Executive Director of Facilities or designee, Chief Talent Officer or designee, and Chief Legal Counsel or designee shall meet once a month on the third Thursday with the Union Representatives, at mutually agreeable times, to discuss issues affecting Custodians. Additional meetings may be called or fewer meetings may be scheduled by mutual agreement at the request of either party to discuss issues affecting Custodians, and may be scheduled with the CEO and/or designee and/or any other mutually agreed personnel. Written topics to be addressed shall be exchanged a week in advance and each side shall have present the appropriate personnel to address any given topic. If the appropriate personnel cannot be present, that side shall so advise the other side and that topic shall be addressed at the next meeting, or as soon thereafter as is possible. The parties shall alternate preparing a written summary of each meeting and the action agreed to be taken as to the topics considered at each meeting.

3.3.2 Advance Notice of Topics. Union Representatives shall give advance written notification to the Executive Director of Facilities, or his/her designee, of the topics to be discussed and vice versa.

3.3.3 No Loss Of Pay. Whenever conferences or meetings are scheduled by the administration during normal daytime working hours, participating Custodians will incur no loss of regular pay. In addition, every effort will be made to provide suitable coverage of the building in the absence of the Custodian.

3.3.4 Unresolved Issues. In the event that a problem or area of discussion requires study leading to resolution, the Executive Director of Facilities and /or designee shall make available the data and time to meet with Local 777 to accomplish the study to the reasonable satisfaction of both parties.

3.4 Committee Participation. Local 777 shall be represented on all committees formulating policies affecting Custodians. Said representatives shall be mutually agreed upon.

3.5 Bulletins Regarding Special Programs. All Custodians will be informed through regular bulletins from the Facility Manager and/or Executive Director of Facilities of the status of special programs which have been or will be initiated.

3.6 Use of Mails, And Other Forms of Communication. The Union shall have authorization to use the school pagers and 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 may be subjected to disciplinary action for just cause in accordance with those written policies.

3.7 Use Of District Bulletin Boards. The Union shall be permitted use of the District's bulletin boards in each school building or other buildings, for the posting of notices concerning official Union business.

3.8 Use Of School Property For Union Business And Workshops.

3.8.1 Use of District Facilities. The Union may conduct Union business other than membership meetings on the school property, during the hours of employment, so

long as the Custodians participating in any such meetings have their supervisor's advance approval, which shall not be unreasonably withheld. The conduct of such business shall not interfere with employee's scheduled work.

The Union may hold organization meetings on District time twice a year, preferably in May and October, for all Custodians. Such organization meetings will replace the regular Workshop meetings in the months in which the organization meetings are held.

Permits shall be issued to Local 777 for Union meetings.

The Union shall reimburse the District for any additional wages and benefits the District incurs for custodial services as a result of any such meeting.

3.8.2      Workshops. Custodians shall be entitled to hold monthly Workshops. Workshops shall be held each month. Topics, location and time shall be agreed on by mutual consent between the Facility Manager, or his/her designee, and the Workshop Chairman. The workshops shall be designed to improve and update the Custodian's skills and qualifications. Representatives of the District may observe the workshops, but, upon request, the Representatives will leave so the members can address work-related issues among themselves only.

3.9      Leave For Conducting Union Business. Leaves of absence with pay shall be authorized to any member elected or selected to serve in any official capacity for Local 777 as a delegate or in any other official assignment over and above the three (3) day special privilege leave, under the following provisions:

1.      The Chapter President shall be released;
2.      One (1) Delegate for each fifty (50) members or a portion thereof shall be released; and
3.      The District is obligated to pay for a maximum of six (6) days for the duration of this contract.

3.10 Full Time Union President.

3.10.1 Right To Be Released From Duties. Effective January 1, 1984, the President of the Union who is an employee of the District will, at the request of the Union, be released from his or her duties in full.

3.10.2 Retention Of Full Status As An Employee. The Union President shall retain full status as an employee and shall continue to receive his or her salary and overtime pay from the District. The Union President shall also retain his or her entitlement to employment benefits received by other employees represented by his or her Union in the Cleveland Municipal School District.

3.10.3 Union To Fully Compensate District. The Union will fully compensate the District for the Union President's salary, overtime pay and fringe benefits. The Union will also pay any fees or premiums requisite to secure employment benefits.

3.11 Buildings.

3.11.1 Participation In Planning Meetings For New Buildings. The Leadership of the Custodian's union will be invited to send representatives to planning meetings for the construction of new buildings.

3.11.2 Participation In Planning Committees. Custodians will be afforded an opportunity to participate in planning committees which affect the physical plant.

3.11.3 Advance Assignment Of Custodian To New Building. Every effort will be made to assign a Custodian to a building at least thirty (30) days before its construction is completed or before the building is newly opened. Similar efforts will be made to assign a Custodian within thirty (30) days of the acquisition by the District of any new building or facility.

3.11.4 Filling Of Positions For New Buildings. When a new District facility is built on the site of a present building and the old structure is completely removed, the new facility shall be posted, and the Custodian's position filled in accordance with Article 7. However, if any building or part thereof, over which the present Custodian has been Custodian, remains standing, that Custodian shall automatically remain as the Custodian of that facility and the newly constructed facility, so long as the Custodian is in active pay status, and unless the Custodian has received unsatisfactory evaluations in two of the last three evaluations (covering at least a two year period overall and a period of time that is no more than three years from the date the Custodian is to be assigned to the newly constructed facility).

3.11.5 Participation On School Closing Committee. If a formal school closing committee is formed, Local 777 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.

3.11.6 Budgets. If the District uses school based budgeting with respect to facilities issues, then the custodian must sign off on the [building] Budget. If agreement cannot be reached between the building administrator and the custodian, a joint meeting shall be held that will include the Area Superintendent/Network Leader and Executive Director of Facilities; the Executive Director of Facilities shall make the final decision.

Prior to the beginning of each fiscal year, the Executive Director of Facilities and the President of Local 777, and representatives from each side, shall meet as necessary to jointly review the facilities budget, develop standards with respect to supplies, procedures for purchasing and re-allocating equipment (including equipment from closed sites), staffing, and

such other issues as they mutually agree, and assess the need of each facility based upon the criteria established by the parties. If the parties are unable to reach agreement regarding any of these issues, the District may implement its decision, after discussion and written notice to Local 777.

#### **ARTICLE 4**

##### **RIGHTS OF MANAGEMENT**

Except as specified otherwise in this Agreement, the District has the right and responsibility to:

1. 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 school district, standards of services, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the school district as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the school district as a governmental unit.

Notwithstanding Section 4117.08 of the Ohio Revised Code, the District is not required to bargain on any subjects -- including, but not limited to, those enumerated above -- reserved to and retained by the District under this Article. Therefore, the Union agrees that during the life of this Agreement, the District shall have no obligation to bargain collectively with respect to the exercise of any rights reserved to and retained by it in this Article. Provided, however, that where

the exercise of such a management right impacts upon the wages, hours or other terms and conditions of employment of employees in this bargaining unit, the District will bargain collectively with the Union over the effects of such management decisions when requested by the Union.

## **ARTICLE 5**

### **WORKING CONDITIONS**

#### 5.0 General.

5.0.1 Parties' Mutual Recognition Of Obligations. Local 777 recognizes the professional obligations of its members to abide by and discharge the responsibilities and functions, as delineated in this Agreement and in the Administrative Code of the District.

The District recognizes its obligation to abide by and discharge its responsibilities and functions, as delineated in the present Administrative Code of the District and Civil Service Rules and Regulations as they presently affect Custodians.

5.0.2 District To Make Every Reasonable Effort To Confer. Recognizing that the Custodian has the responsibility under the direction of the Facilities Managers for the supervision, operations and maintenance of the building, grounds and personnel, every reasonable effort shall be made to confer with the Custodian preceding any decisions affecting the school to which he/she is assigned.

5.1 Qualifications. To sit for a civil service test for any position as permanent Custodian, Various Custodian, Facilities Trainer, Facilities Equipment Technician, or other bargaining unit position, one must be at least 21 years of age at the time of the appointment.

If a person meets the qualification set forth above, she/he shall be eligible to sit for a civil service examination requested by the District for a permanent Custodian position, or other bargaining unit position. The District has the right to select the individual to fill the permanent

Custodian position from the list certified by the Cleveland Civil Service Commission utilizing the Rule of 10 (for any open position the District shall fill that position selecting from one of the highest ten ranking individuals), considering the results of each of the three (3) tests herein. The Union shall be privy to all test results, consistent with state and federal law, including, without limitation, HIPAA.

All persons employed as a Tier I Custodian by this District shall, during such employment, possess either a valid High Pressure Boiler License issued by the Ohio Department of Commerce or a valid third class Stationary Engineer's License as issued by the Ohio Department of Commerce for the current year, and/or such other certifications as the Union and District may mutually agree. Beginning July 1, 2016, the Parties shall establish a Labor-Management Committee devoted exclusively to creating new certifications for the bargaining unit. The Committee shall give priority to first establishing criteria for HVAC certification.

A Tier II Custodian shall not be required to (but may) possess either a valid High Pressure Boiler License issued by the Ohio Department of Commerce or a valid third class Stationary Engineer's License issued by the Ohio Department of Commerce), as set forth in Section 5.1 of the Agreement.

All persons employed as a Tier I Custodian by this District shall, during such employment, possess either a valid High Pressure Boiler License issued by the Ohio Department of Commerce or a valid third class Stationary Engineer's License as issued by the Ohio Department of Commerce for the current year, and/or such other certifications as the Union and District may mutually agree. A Tier II Custodian shall not be required to (but may) possess either a valid High Pressure Boiler License issued by the Ohio Department of Commerce or a valid

third class Stationary Engineer's License issued by the Ohio Department of Commerce, as set forth in Section 5.1 of the Agreement.

5.2 Custodian's General Responsibilities. The Custodians shall be the official in charge and is responsible for assuring that maximum efficiency is obtained from all service, maintenance and other Facilities Department personnel who report to his/her building, and whose presence and duration of duty at the building must be certified by the Custodian. One Permanent Custodian shall be assigned to each District site or multi-site. The District shall have the right to designate up to thirty percent (30%) of its school and/or administrative sites as multi-site facilities. Any multi-site designated after July 1, 2010 shall have no more than two sites per multi-site except that the District shall have the right to have up to a total of two multi-sites District wide, each such multi-site may include up to three sites. Custodians assigned to a multi-site shall be paid at a 20 bracket rate. Each facility within a multi-site shall include only Bracket 14 or 15 facilities and each facility within a multi-site shall be in reasonably close proximity to the other facility within that multi-site. Custodians who do not have a position due exclusively to the creation of a multi-site, shall not be laid off due to the creation of the multi-site but shall become a permanent/various custodian. However, if layoffs are necessary due to building closings or consolidations, such Permanent/various custodians shall be subject to layoff consistent with his/her seniority and the layoff provisions of this article.

Each Custodian shall be responsible for the care and operation of the building or buildings assigned to his/her charge, for the proper cleaning, ventilating and heating thereof, for the care of the grounds appertaining thereof, and for the doing of all such work in the repairing, replacement and maintenance of machinery, equipment, windows and fixtures in his/her building, as may be prescribed by the rules of the Facilities Department. Whenever any such

work required to be done which for any reason the Custodian is unable to do, he/she shall requisition therefor to the appropriate Director. The Custodians shall have the supervision of all persons employed to assist in the duties placed upon them. Each Custodian shall, as far as may be possible, and consistent with specific rules of the Facilities Department or Executive Director of Facilities or designee, honor all requisitions for work coming from the Principal of the same building, shall see that the building is opened for school use and other authorized uses at the proper times, and shall prevent unauthorized occupancy of or loitering about his/her building; shall be governed by other rules of the District and by rules, regulations and orders from his/her superiors in the Facilities Department.

A Tier II Custodian who does not possess either a valid High Pressure Boiler License issued by the Ohio Department of Commerce or a valid third class Stationary Engineer's License issued by the Ohio Department of Commerce and such other certifications as the Union and District may mutually agree, as set forth in this Section 5.1, is prohibited from permanently working at or being permanently assigned to any facility set forth in Appendix 1-B, as amended, attached hereto (but if temporarily working or assigned to any facility set forth in Appendix 1-B, as amended, shall be paid at the Tier I rate, but in no event may such an individual be temporarily assigned to an Appendix 1-B facility when the heating plant is in operation.). An Appendix 1-B location must be staffed by a Tier I Custodian (including a Grandfathered Tier I Custodian) or a Tier II Custodian who possesses either a valid High Pressure Boiler License issued by the Ohio Department of Commerce or a valid third class Stationary Engineer's License issued by the Ohio Department of Commerce and such other certifications as the Union and District may mutually agree, as set forth in Section 5.1. While the District has the right to change both the number of facilities set forth in Appendix 1-B as well as the locations of those facilities

set forth in Appendix 1-B, it may do so only after consultation with Local 777 and consideration of Local 777's input, and any such change shall not adversely affect any term or condition of employment for any Grandfathered Tier I Custodian. As of November 2012, there were 44 buildings on Appendix 1-B. The District retains its right to close buildings on Appendix 1-B. For example, if a building on Appendix 1-B is closed, that building will be removed from Appendix 1-B and the number of buildings on Appendix 1-B shall be reduced to 43.

5.3 Receiving Custodian To Be Informed Of Unsatisfactory Performance Of Others.

Whenever a Designated Facilities Person (including Assistant Custodian or Laborer) or Cleaner is transferred or reassigned to a school after being evaluated as unsatisfactory in his/her present assignment, the receiving Custodian will be informed by the Appropriate Supervisor as to specified difficulties, so that from the beginning he can provide all the extra support and resources available to help the Assistant Custodian, Laborer or Cleaner perform satisfactorily.

5.4 Custodian Evaluations. See Evaluations Appendix 5-A. The District and Union agree to meet during the term of this Agreement to discuss updating the evaluation form set forth in Appendix 5-A. Any changes to the evaluation system and/or form shall be by mutual agreement.

5.5 Annual Personnel Evaluations By Custodian. Consistent with Ohio Revised Code Chapter 4117, the Custodian shall make a total of at least two (2) personal evaluations of Designated Facilities Personnel (Assistant Custodians or Laborers) or Cleaners under his/her supervision, during the months of December and June. Also, when being considered for and prior to promotion.

A copy of the Custodian's composite evaluation shall be made for each of the following:

1. Assistant Custodian, Laborer or Cleaner;
2. Custodian;

3. Facilities Manager or Department of Human Resources.

5.6 Leave For A Legitimate Reason. Permission to leave the building shall be extended to all Custodians by the Facility Manager or designee, so long as the Facility Manager or designee feels the privilege is not being abused by the individual person calling to request permission.

5.7 District Shall Provide Legal Defense Regarding Job Related Legal Actions. The District will provide legal defense for a Custodian in accordance with its obligations under R.C. 2744.07.

5.8 Problems Involving Adults. When a situation involving non-student ADULTS (eighteen (18) years and over) such as trespassing, disorderly conduct or assault and battery occurs at a school, the following procedures are to be followed:

The Custodian should notify Facility Manager and/or Safety and Security immediately. A letter with all details, including the names and addresses of witnesses, should be forwarded to the Facility Manager as soon as possible.

When it has been established that the alleged violator is actually eighteen (18) years of age or older, the Facility Manager will pursue a further course of action.

If the incident results in litigation, and requires the Custodian to participate, the District will provide the bargaining unit member with legal representation.

5.9 Adequate Staffing.

5.9.1 Staffing. Custodian will make every effort to secure the building to the best of his/her ability and proper supplies and staff will be afforded providing funds will be available, where excessive vandalism occurs within the building, the Building Custodian and Central Administration will vigorously assist in eliminating same. Where there is excessive

window breakage, glaziers or other labor forces will be provided to immediately replace all broken and cracked glass, providing staff and resources are available.

Every effort will be made to staff the schools with adequate custodial personnel upon the first availability of funds to accomplish this. The Facility Manager, under the direction of the Executive Director of Facilities, shall make every effort to provide adequate staffing in all school buildings.

The criteria utilized to establish custodial staffing patterns will be reviewed in order to assure equitable distribution of the custodial work force throughout the system. This review will include Union representation and recommendations.

5.9.2 Selection Of Staff. The Custodian will be provided an opportunity to interview and have input in hiring Designated Facilities Personnel (such as Assistant Custodians or Laborers) and Cleaners at the Custodian's work site.

5.10 Requisitions And Requests For Equipment.

5.10.1 Requisitions For Custodial Equipment Made To Facilities Manager.

All requisitions for custodial equipment and for custodian repairs, maintenance, alterations, and improvements in existing buildings and grounds shall be addressed to a Facility Manager by the Custodian initiating the requisition. In addition to preparing a requisition, if the situation involves an emergency situation where students, personnel, equipment or facilities are at risk of immediate harm or damage, the Custodian shall also immediately call the Trades Divisions and Facility Manager. If the work requested be such that, as in the opinion of the Executive Director of Facilities/designee, it should be done, and if there be sufficient funds for the purpose, he may approve such requisitions, and commit for performance to the proper person. The Custodian shall be afforded status reports on Work Requisitions upon request. These reports should reflect the

intention of the trades divisions on whether they will be able to comply with the request, ask for additional information to justify the request or state whether the requisition will receive consideration or not. Upon request, the Custodian shall receive a copy of any response to the Custodian's work requisition, including responses to other personnel or third parties.

5.10.2 Request Regarding Educational Equipment. All requests for educational equipment and for the relocation and maintenance thereof, and all requests for educational alterations and improvements in existing buildings (except intraschool requisitions from the Principal to the Custodian for minor services and as may be defined by rule of the Executive Director of Facilities) shall be initiated and approved by an appropriate administrator.

5.10.3 Reimbursement Procedure In Facilities Operation Manual. The procedure for securing reimbursement when low cost maintenance items are purchased by the Custodian will be as spelled out in the Facilities Operation Manual.

5.11 Facilities Operation Manual. The Facility Manager shall work, in conjunction with Local 777, to revise and update the Facilities Operation Manual every two (2) years. This revision shall be completed within three (3) months from the start of the revision. The parties agree that the Manual needs to be revised. The parties shall establish a joint sub-committee comprised of two or three Custodians and representatives from the District to revise the Manual.

5.12 School Directory. Custodian's names and schools shall be placed in the back of the school directory.

5.13 Building Reports. The Custodian shall make a monthly building report on the conditions of his/her building to the Executive Director of Facilities, building administrator and Facility Manager.

The Custodian is to receive a copy of the Principal's monthly building report, if applicable. The Custodian and the Principal shall meet weekly to discuss facilities-related issues.

5.14 Custodian To Receive Notice Of Use Of Outside Facilities. When permission is granted for a group to use only parking or other outside area facilities, a copy of the permit giving permission is to be promptly sent to the Custodian involved.

5.15 No Duties In Violation Of Law. No Custodian shall be required to perform a duty that is in violation of any State Law or City Ordinance or applicable Rules and Regulations issued by a Federal, State or Local Regulatory Agency, District or Commission.

5.16 Civil Service Exam. The District shall apply for a new civil service exam for all positions in the bargaining unit within thirty (30) days prior to expiration of a civil service list.

5.17 Pay Information. All employee pay records, including pay stubs, reimbursement checks, W-2 forms, shall be in electronic format and shall not be provided in paper format; provided, however, the District will make available at the work site a computer, printer and paper so that an employee can print any of these documents.

5.18 Mileage Reimbursement. A Custodian shall be paid mileage at the Internal Revenue Service reimbursement rate if that individual must travel to more than one location during any given day.

5.19 Safe Working Conditions. No Custodian shall be required to work in an unsafe working environment. If a Custodian believes he or she is subject to an unsafe working condition, the Custodian shall promptly report the condition to the Custodian's supervisor.

## **ARTICLE 6**

### **JOB PROTECTION**

6.0 Others Not To Perform Custodian's Duties. No teacher, principal or pupil shall be assigned duties or responsibilities normally performed by the custodial staff.

6.1 No Subcontracting. 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 are willing to perform that work. If said employees are unable to complete the job within a reasonable time, then outside services shall be contracted, but only after or simultaneously with all employees on the recall list in the effected classifications being returned to work.

The District will also not subcontract services either to fill any vacated positions or to fill newly created positions within the Union's jurisdiction.

6.2 Only Custodians And Assistants Permitted To Fire Boilers. The Custodian (including Various Custodian, Facilities Training Engineer, and Maintenance Coordinator and Trainer), Assistant Custodian (including Roving Assistant Custodian) and temporarily appointed Assistant Custodians or qualified Facilities Managers or the Executive Director of Facilities shall be the only persons allowed to fire boilers or operate any heating plant or plants in any facility owned or leased by the District.

## **ARTICLE 7**

### **SENIORITY AND JOB BIDDING**

7.0 Transfers, Promotions And Filling Of Vacancies.

7.0.1 Seniority To Govern. Seniority based on length of service as a legally and permanently appointed Custodian shall be the basis for transfers, promotion or filling of vacancies within the service, except as otherwise specifically set forth herein (*see* Section 1.2).

With respect to any voluntary transfer, promotion or filling of vacancy, a Custodian shall also be required to have passed the physical and mental tests referenced in Article 5, Section 5.1. (Qualifications) within four (4) years of the proposed reassignment. Such tests shall be offered two times a year, and if not so offered, the test requirements herein shall not apply. The costs of

such tests shall be paid by the District. The Custodian shall have the right to take any such test when offered. The Custodian shall have the right to take the tests on District time, once every two (2) years. Failure to pass any test at any time shall not be a basis for disciplinary action.

7.0.2 Filling of Vacancies. Vacancies shall be filled as soon as practical after such vacancies occur. Vacancies shall be filled by the most senior Custodian who has that vacant facility on his/her preferential list on file in the office of the Department of Facilities (any newly hired Custodian shall immediately complete a preferential list upon employment), at the date when vacancies occur. With respect to any new multi-site position, such vacancy shall be offered to all members of the bargaining unit, after due notice and opportunity for such members to complete a new preferential list to include such vacancy.

7.0.3 Filling Temporary Custodian Vacancies. Every effort will be made to appoint individuals from the Civil Service School Building Custodians List in order to fill Temporary Custodians' vacancies.

7.0.4 Transfers Pursuant To The Preferential List. Custodian moves shall occur four times a year (February, May, August and November) and whenever a bargaining unit member leaves the bargaining unit (including, without limitation, death, retirement, disability, finalized discharge (no further appeal rights by the Union), or resignation); all moves to be made on the first day of the first pay period of the applicable month. With respect to the quarterly moves, the preferential list shall be frozen as of the beginning of the prior pay period.

7.0.5 Transfers To Vacant Appendix 1-B Facilities After Transfers Pursuant To The Preferential List. Where after all transfers have occurred based upon the preferential sheet and an Appendix 1-B building remains open, then:

1. The least senior Tier II Custodian with either a valid High Pressure Boiler License issued by the Ohio Department of Commerce or a valid Stationary

Engineers License issued by the Ohio Department of Commerce shall be permanently transferred to the Appendix 1-B facility and shall receive Tier I compensation;

2. If the open position cannot be filled following the procedures set forth in 1 above, then the least senior Tier I Custodian shall be transferred to the open position. Such individual shall be paid the higher of the building rate of the building such Tier I Custodian is moved from or the building rate for the building to which the Tier I Custodian is transferred; and
3. Notwithstanding sub-paragraphs 1 and 2 above, the District and Union may mutually agree to staff the building in a different manner than as set forth in 1 and 2 above.

7.1 Layoffs, Bumping Rights, Recalls.

7.1.1 Layoffs. No employee represented by the Union shall be laid off until after all normal attrition and bumping rights specified herein, have been effectuated, including the filling of any Custodian position, if applicable. After taking the foregoing actions, if there is still no open position for the Custodian, then the Custodian shall not be laid off, but instead become a Various Custodian, if there are less than two (2) Various Custodians. No Custodian shall be laid off until there are two (2) Various Custodians. Employees shall be laid off in inverse order of their service with the District in this bargaining unit. If any Custodian has been laid off and the number of Various Custodians becomes less than two (2), then Custodians shall be recalled from the layoff list in order of seniority until there are two (2) Various Custodians.

7.1.2 Bumping Rights. If any vacancy within the bargaining unit exists at the time of the layoff, the laid off employee may fill out a preferential list, which shall include at least one vacant position, if existent. The laid off employee shall be assigned to an existing bargaining unit vacancy, rather than bump another employee in this bargaining unit. In the event no vacancy exists at the time of layoff, the laid off employee can bump the least senior employee in this bargaining unit. A more senior Custodian may bump a less senior Maintenance

Coordinator and Trainer or Facilities Training Engineer if and only if that more senior Custodian is qualified for that applicable position.

7.1.3 Recall List. Employees who are laid off or eventually bumped out of a classification shall be placed on a recall list. The recall list will rank employees in accord with their service in the classification on the list. Employees will be recalled to work or called back to a higher rated classification in the order in which they appear on the recall list. An employee shall remain on a recall list for five (5) years after his/her layoff or bumping out of a classification. The District shall provide the Union with a recall list, for each classification in which it represents employees.

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.

7.1.4 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. A former employee who is offered such a vacancy, in writing, and refuses to accept that position, shall be removed from the recall list. The District shall offer such a vacancy by: (i) sending a letter, both by Certified Mail, return receipt requested, and by First Class, to the former employee's last known address; (ii) calling the former employee at the former employee's last known home telephone number; and (iii) advising the Union President in writing. The former employee shall have fourteen (14) calendar days from the date of the letter to accept or refuse to accept the position, and thirty (30) calendar days from the date of the letter to begin working. A failure to respond or to begin working within the applicable calendar day periods shall be deemed a refusal to accept. The

former employee shall be responsible for maintaining with the District the individual's current home address and telephone number. The District will not fill any positions with a new hire while a recall list for that classification is in effect.

All day-to-day, substitute or temporary 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 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.

7.1.5 Continuation of Medical Insurance. During the period an employee is on a recall list, that employee may continue his or her insurance or health plan coverage provided during active employment with the District, and any improvements made in that insurance or health plan coverage, by payment of the appropriate premiums in a manner specified by the District.

7.1.6 Retention of Seniority. Notwithstanding the above, an employee shall retain seniority from the date the employee was originally hired as a permanent employee for all other purposes except for preferential rights, layoff and recall.

7.2 Earning Of Service Credit. An employee working for the District is earning service credit with the District, regardless of the source of the funds for all or part of his or her compensation.

7.3 Assignment Of Custodians After Building Closures.

1. In the event of building closures such that no custodial staff are in those buildings and there is no building open to which the Custodian can transfer, then the Custodian shall exercise his or her bumping rights, or fill the position of a Various Custodian, if vacant. Such Custodian(s) will be

called in order of seniority to fill temporary vacancies where no Custodian (including Various Custodian) is available.

2. All Custodians will be furnished the then current recall list for the Custodian classification as updated from time to time, and shall be instructed to call for persons to substitute in their absence in accordance with this Agreement.
3. Should a Custodian be incapacitated and be unable to arrange for a substitute, the Custodian shall immediately contact a Facility Manager, or failing such contact, the Executive Director of Facilities and so advise that individual, who shall then make arrangements for a substitute.
4. Any person on the recall list, until permanently recalled to a Custodian position, shall be offered, on a preferential basis in order of seniority, any open position for which the individual is qualified even if such position is outside the bargaining unit; such acceptance or refusal shall not affect the individual's right to be recalled to a position in this bargaining unit.

7.4 Reopening Closed Building. When a previously closed building is re-opened, the Custodian who was at the building at time of closure shall have the right of first refusal to that same position, assuming the Custodian is still in this bargaining unit in active pay status, when the building reopens.

7.5 Red-Circling of Wage Rate. When an employee is transferred, or for any other reason through no fault of his/her own, would otherwise cause the employee's hourly wage rate to be reduced, his/her wage rate shall not be reduced; provided, however, the employee does not refuse a position for which the employee has the requisite seniority, the acceptance of which would mitigate the cost to the District.

## **ARTICLE 8**

### **HOURS, INSPECTIONS AND OVERTIME COMPENSATION**

#### 8.0 Hours.

8.0.1 Regular Work Week. The work week for Custodians shall consist of five (5) consecutive days with eight (8) hours per day, and one (1) hour for lunch, beginning on

Monday and ending on Friday, excluding Holidays. This nine (9) hour period may begin at any time between 6:00 a.m. and 9:00 a.m., and end nine (9) hours later between 3:00 p.m. and 6:00 p.m., as scheduled by the District. When school is not in session, sites shall begin their normal work day as early as 6:00 a.m. and end as late as 6:00 p.m., as scheduled by the District; all other Custodians shall maintain their normal workday schedule in effect immediately prior to the recess. No later than two (2) weeks prior to the start of school (i.e. the first day *teachers* arrive), the District will establish the starting and quitting times for Custodians for the school year. The District may change a Custodian's schedule upon fourteen (14) days' notice. (The fourteen (14) day notice requirement does not apply to a Various Custodian where that individual has a change in starting time only because the Various Custodian is filling in for a Custodian who has a different starting time and the Various Custodian must start at the time of the Custodian for whom the Various Custodian is substituting.)

During the absence of a Custodian because of vacations, emergencies, etc., a substitute Custodian will then be appointed and have one (1) hour for lunch, and work the scheduled hours of the Custodian, excluding Holidays.

8.0.2 Fifteen Minutes To Open And Close School. The Custodian, Assistant Custodian, or Laborer (Assistant Custodian and Laborer herein (or if either of the Assistant Custodian or Laborer classifications are eliminated and the job duties of the eliminated classification are assigned to another classification where the principal work of the new classification is to perform the job duties of the eliminated foregoing classification, then that new classification is hereby incorporated) are sometimes hereinafter referred to as "Designated Facilities Person") shall have at least fifteen (15) minutes of uninterrupted time to open the building to which he/she is assigned and the Custodian (or, in the case of up to twelve (12) quad

buildings where a Roving Assistant Custodian is assigned, that Roving Assistant Custodian) shall have at least fifteen (15) minutes of uninterrupted time to close the building to which he/she is assigned. This time shall be in effect prior to the beginning and after the close of the “regular school day”, and after the completion of any permit.

The District will use the following procedure for determining the assignment of a Designated Facilities Person. Subject to, and consistent with Section 5.2, the District will first call the Designated Facilities Person(s), if any, assigned to the facility for which coverage is needed because of the absence of the Custodian or Assistant Custodian, and shall do so in the order of first calling the Custodian (in the case of the absence of the Assistant Custodian) or the Assistant Custodian (in the case of the absence of the Custodian) and only if either is not available, call the Laborer assigned to that facility. Subject to and consistent with Section 5.2, if no Designated Person assigned to the facility is available, or in the case of a one person (Custodian only) facility, and the Custodian is absent, the District will cover the absence first by assigning an Assistant Custodian, and if no Assistant Custodian is available, assigning a Laborer to cover the facility.

The term “regular school day” as incorporated in the Custodians’ Agreement with the Cleveland Municipal School District shall be the time Monday through Friday that the building is opened for any faculty, staff member, student or students and/or others to enter said building, and until the time the building is closed fifteen (15) minutes prior to the scheduled stopping time for the Custodian, or the Roving Assistant Custodian, if applicable.

Except as set forth below, if it is necessary for any faculty or staff member, student or students and/or others to enter the building prior to fifteen (15) minutes after the starting time for the Custodian and/or to remain in the building after fifteen (15) minutes prior to the stopping

time for the Custodian (or, if applicable, Roving Assistant Custodian), Monday through Friday, then a permit shall be issued and the Custodian (or, if applicable, Roving Assistant Custodian) shall be on duty at least fifteen (15) minutes prior to the opening of the building; and fifteen (15) minutes prior to the closing of the building unless the building is to be opened by a Designated Facilities Person assigned to the building during those hours. This will not include the Board of Elections.

The Custodian shall have fifteen (15) minutes immediately prior to the opening of the building (unless the building is to be opened by a Designated Facilities Person assigned to the building during those hours) and fifteen (15) minutes after the closing of the building for personal inspection of the unoccupied premises.

8.0.3      Opening Of Building By A Designated Facilities Person. School buildings shall be opened for use by only Custodians, or by a Designated Facilities Person, rather than Custodians, where a Designated Facilities Person is assigned to the building. Such individual (or in the case of an emergency, a Facility Manager) will be given fifteen (15) minutes of uninterrupted time to open the building to which the individual is assigned.

Custodial Staffing shall be present, regardless of the number of other individuals in a building, when a boiler is operating for which a state boiler license is required for operation; a sporting event; or open houses.

Staffing, at the District's discretion, outside normal working hours, when there are:

- (a) twenty-five (25) or fewer District employees present and/or ten (10) or fewer non-District employees present, provided
  - (i) a Principal or other person designated by the District is also present at school(s), or

(ii) a Director or higher officials, or other person designated by the District also present at administration building sites,

Or

Staffing, at the District's discretion, outside normal working hours, when there are:

(b) the Principal for the school has a staff meeting for that building's staff (including no more than 5 non-Board employees) prior to the beginning of the normal school day, or on weekends, and the Principal shall then open the building, and, if on the weekend, shall close the building.

When the District opens a building under (a) or (b) above without Custodial Staffing, the District person in charge of the opening shall give the Custodian advance e-mail notice of such opening.

#### 8.0.4 Absence Of Designated Facilities Person.

8.0.4.1. Custodian May Begin Work As Early As Scheduled Time For Designated Facilities Person. Whenever school is in session and no Designated Facilities Person is available, Custodian shall begin his/her work day (depending on the needs of the building) at that time which has been scheduled for the absent Designated Facilities Person. Any questions regarding starting times will be subject to immediate review and approval by a Facility Manager.

8.0.4.2. Custodian Paid For Lunch Hour. Custodian will be paid for lunch hour when no Assistant Custodian is present and the building is occupied by Teachers or others. During this time, the Custodian shall be considered "on duty" and shall respond to matters as requested by the building principal or Facility Manager.

8.1 Inspections.

8.1.1 Duties During Inspection Time. Inspection time by the Custodian shall be devoted to checking heating and cooling systems for proper operation and/or preventative maintenance and other duties as appropriate.

8.1.2 Procedures And Premiums.

Mandatory Inspections. For inspections to be conducted between December 1 and February 28, the District shall designate by November 15th of each school year which buildings will have mandatory inspections. There shall be no fewer than twenty-two (22) building designated for mandatory inspections during the 2024-25 year, no fewer than nineteen (19) buildings designated for mandatory inspections during the 2025-26 year, and no fewer than fifteen (15) buildings designated for mandatory inspections beginning with the 2026-27 year. The list may be changed from year to year as determined by the District. For those buildings designated for mandatory inspections, there will be mandatory, regularly scheduled Saturday, Sunday, and Holiday inspections of all facilities owned or leased by the District. The inspections shall be conducted between 6:00 a.m. and 6:00 p.m., at the Custodian's discretion. The minimum time allowed for such inspections shall be two (2) hours, during which the Custodian shall be continually present one time during the inspection day. Inspection time shall be alternated between the Custodian and the Assistant Custodian. The Custodian making such inspection shall be compensated at the rate of time and a half of the building rate plus increments on Saturday for such inspection and at rates of double the building rates and increments on Sundays and Holidays. A Custodian will not be subject to discipline where a building freezes or other damage occurs during weekends and holidays of non-inspection where such freeze-ups or damage are not otherwise

caused by the Custodian's negligence or failure to perform his/her work duties during the work week.

## 8.2 Overtime Compensation.

### 8.2.1 General Provisions.

8.2.1.1. Hours Worked In Excess Of Forty Hours. Time and one-half of the current hourly rate is to be paid for all hours worked over forty (40) hours in a work week unless a higher premium rate applies, when prior authorization is given by the Executive Director of Facilities.

8.2.1.2. Hours Included In Computing Overtime. In the computation of overtime, holidays, excused sick days, the first three unexcused sick days during a fiscal year, personal leave days, vacation days, in the same calendar week in which they fall on and all other days in which an employee is in payroll status shall be considered as eight (8) hours worked.

8.2.1.3. Custodian Shall Work All Overtime Hours After The End Of His/Her Regular Shift. A Custodian shall be assigned to any building when any persons, except the Principal and/or cleaners employed by the District, are present, and except as set forth in 8.0.3, supra, after fifteen (15) minutes before the time at which the Custodian is scheduled to cease work, unless, as applicable, the facility is one of up to twelve (12) quadrant buildings where a Roving Assistant Custodian is assigned to work at that facility after the end of the Custodian's regular shift. Such Custodian shall be paid at least one and one-half the building rate for all such hours, unless a higher premium rate applies to such hours.

8.2.1.4. Custodian Shall Work Overtime Hours Where Contractors Or Tradespersons Are Present In Certain Situations. Whenever it becomes necessary for outside contractors or District tradespersons to perform work in a school building beyond the end of

his/her regular working hours, the Custodian shall be on duty and shall be paid at the extension rate in effect at that time during the following situations: (i) whenever outside contractors are in the building beyond the end of the Custodian's shift, Monday through Friday, and anytime on Saturday, Sunday or a Holiday; and (ii) whenever more than two (2) District tradespersons are present in the building beyond the end of the Custodian's shift, Monday through Friday, and anytime on Saturday, Sunday or a Holiday. Whenever there are one or two District tradespersons present in the building and the Custodian is not authorized to be present, the District shall give reasonable advance written notice (which may be provided via e-mail) of the tradesperson(s) presence. Whenever the District decides to have custodial personnel present, whether required by this Agreement, or at the District's discretion, the Custodian shall be the first person to perform these services, unless performed by the building Designated Facilities Person during or before his/her shift. In the event the work takes less than three (3) hours to resolve, the Custodian has the option of (a) receiving pay for time worked with a minimum of one (1) hour pay; or (b) remaining on duty for up to three (3) hours and the Custodian performing scheduled preventative maintenance or other repairs. A Custodian choosing option (b) shall provide a summary of the tasks performed during the call-out.

8.2.1.5. Where No Designated Facilities Person, Overtime Before Regular School Day. Whenever the Custodian is obligated to work prior to the Custodian's regular starting time, per schedule, on days when schools are in session, without the services of a Designated Facilities Person, the overtime rate shall apply.

8.2.1.6. Call Outs. When the District determines custodial services are needed outside of and not contiguous to the Custodian's normal working hours, the Custodian shall be the first person called to respond to his/her building. One and one half (1<sup>1/2</sup>) times the

current hourly rate shall be paid. The Custodian shall secure the building, perform necessary tasks, or arrange for same. If less than three (3) hours are needed, the Custodian has the option of (a) addressing the concern and receiving pay for time worked with a minimum of one (1) hour pay; or (b) remaining on duty for up to three (3) hours and performing scheduled preventative maintenance or other repairs. A Custodian choosing option (b) shall provide a summary of the tasks performed during the call-out.

NOTE: From November through March, any call out for inspection purposes which would otherwise be equally divided between the Custodian and the Assistant Custodian shall continue to be equally divided, consistent with past practice, and shall be conducted between 6:00 a.m. and 6:00 p.m., at the Custodian's discretion.

8.2.1.7. Right To Choose Substitute. The Custodian has the right to request which Custodian shall be scheduled to work any overtime hours that he would normally work himself.

#### 8.2.2 Permits.

8.2.2.1. General Provisions - Scheduling Of Permit Activity. The Custodian will be the first person assigned to a permit issued for his/her building unless it is for: (1) a Monday through Friday morning permit in the building and there is a Designated Facilities Person regularly assigned to work at the building during the permit period; (2) it is a designated quadrant building Monday-Friday and a Roving Assistant Custodian is present; (3) it is a designated multi-site building where there are simultaneous permits at more than one building at a multi-site and except as provided by Section 8.0.3, supra.

The Facilities Department shall, under such regulations as the Executive Director of Facilities may prescribe, issue all permits for the use of school buildings and premises outside of

regular day school hours or during such hours, if such use is not incidental to the regular day school use of such building. Permits for use by or under the auspices of any Officer or agency of the school system shall be issued, as a matter of course, upon proper requisition, and such requisitions shall be given preference over requests for the same space by outside applicants. Whenever a permit is issued, a copy thereof shall be sent electronically to the Custodian or the Sub-Custodian, with an order that such premises be made available to the grantee in strict compliance with the terms of the permit. No permit shall be granted for the use of space in a building during regular day school hours therein, unless the application for such permit be approved by the Principal of such school, Executive Director of Facilities or by the Chief Executive Officer.

Overtime compensation for Custodians in connection with the extension use of any properties or facilities under the control of the District or employed under the direction of the Executive Director of Facilities for any other purpose, shall be as follows:

Any use of a building shall be termed an extension use for those hours when such building is open beyond the “regular work week”, or between 6:15 a.m. and the scheduled starting time of the Custodian when an Assistant Custodian is not assigned to the building during those hours. Whenever a building is opened for extension use, except for the first sentence of this Section, it shall be by a Custodian or by a substitute Custodian designated for the purpose by the Executive Director of Facilities, and such Custodian or substitute Custodian shall remain in or about such building while such use is continued under the permit therefor, except as otherwise provided in 8.0.3., supra, and 8.2.2.8., infra. A Custodian may be assigned for service in connection with the extension use of school buildings to the building other than that which he is regularly employed.

#### 8.2.2.2. Permits Requiring Time And One-Half And Three Hour

Minimum. For permits in effect after 6:45 p.m. on weekdays for Board of Elections activities, the Custodian shall be on duty and receive pay for a minimum of three (3) hours from the end of the Custodian’s regular shift.

8.2.2.3. Permits Requiring Double Time. For permits in effect on Sundays or holidays, two times the current hourly rate shall be paid.

8.2.2.4. Permits Requiring Double Time For Non-District Activities. For permits in effect after 6:00 p.m. on Saturdays for non-District sponsored activities, two times the current rate shall be paid.

8.2.2.5. Dead Time/Assignment One Hour Before Permit Begins. A Custodian assigned for service in connection with the extension use of a school building shall be assigned to duty in order to prepare the building at least one (1) hour before the extension use permit begins, unless the permit occurs on a Saturday, Sunday, or Holiday, in which case the permit shall begin no less than thirty (30) minutes before the activity is to start so that the Custodian shall receive at least fifteen (15) minutes of uninterrupted time before opening the building, which shall be opened fifteen (15) minutes before the activity starts. All permits shall be extended such that the Custodian shall have fifteen (15) minutes of uninterrupted time to close the building. There will be no payment from the end of the work day until one (1) hour before the extension use permit begins unless the Custodian is assigned earlier for a particular permit or is otherwise assigned to duty during that period. The permit, an example of which is attached as Appendix 8-A, infra, shall provide a general description of the permit activity, the time at which set-up for the permit shall begin, clean-up from the permit shall end, the staffing for the permit, the anticipated number of participants, and any special requirements.

8.2.2.6. No Dead Time For Permits Regarding Open Houses. It is agreed that when open houses are held only the Custodian will remain on duty between the regular school closing time and the starting time of the open house activities. (In this manner, should some of the teachers desire to remain in the building, they may do so.)

8.2.2.7. Election Not To Accept Permit And Reassignment. When the Custodian appointed for the regular day-time hours elects to not work an extension activity (including summer playground), such extension assignment shall be made available to Custodians holding regular and permanent appointments. (The regular and permanently appointed Custodians shall mean one who has successfully passed examination and has been appointed from a Civil Service eligibility list for school building Custodian.)

8.2.2.8. Custodian, But No Permits At Administration Sites. Any Administration site shall be staffed by at least one Custodian, but the above contractual permit restrictions shall not apply to such sites. An “administrative site” is defined as a building where no teaching, including tutoring, occurs.

8.3 Playground Assignments. A communication from the Executive Director of Facilities’ office will be mailed to all Custodians during the month of March or April of each year, instructing Custodians who desire playground extension assignments to respond to the Facility Manager’s office.

## **ARTICLE 9**

### **CUSTODIANS’ SALARY SCHEDULE**

Custodians shall be paid for the applicable periods in accordance with the schedules annexed hereto as Appendices 9-A and 9-B, infra, and made a part hereof.

## **ARTICLE 10**

### **LEGAL AND DECLARED HOLIDAYS**

10.0 Holidays. Regular non-teaching employees shall receive holiday pay for each of the following holidays, provided that within a single school calendar year they are in pay status on their regularly scheduled work days immediately before and after the holidays: New Year’s Day (January 1), Martin Luther King Jr. Day (the third Monday in January), President’s Day (the

third Monday in February), Memorial Day (the last Monday in May), Juneteenth (June 19) Independence Day (July 4), Labor Day (the first Monday in September), Veteran's Day (November 11) or Discoverer's Day, Thanksgiving Day (the fourth Thursday in November), the following Friday (Thanksgiving Friday), and Christmas Day (December 25).

For purposes of the holiday provisions of this Agreement, the phrase "actually work" is defined to mean working, on paid vacation, or on paid leave (e.g., sick, special privilege, jury duty, etc.).

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.

Should New Year's Day, Juneteenth, Independence Day, Veteran's Day and/or Christmas Day occur on a Saturday, the immediately preceding Friday will be observed as the paid holiday. Likewise, should any of these holidays occur on a Sunday, the immediately following Monday will be observed as the paid holiday.

Any Monday which may immediately precede or any Friday which may immediately follow New Year's Day, Juneteenth, Independence Day and/or Christmas Day will also be granted as paid holidays, provided that the employee is in pay status on the regularly scheduled work days immediately before and after the holiday.

Regular employees working on Good Friday and/or on the day before Christmas will be released at noon and paid for a full day. When such early release occurs, those regular employees not scheduled to work on these days will be given four (4) hours holiday pay, provided they are in pay status on their regularly scheduled work days immediately before and after the holidays.

10.1 Inclement Weather. When the District is closed because of inclement weather and employees are not required to be present, the Custodian shall be paid for the day, even if not

required to work. If the District is closed because of inclement weather and employees are not required to be present, but the District requires Custodians to be present, then any Custodian who is required to work shall also be paid for the day, and, in addition, shall work and be paid for a straight eight (8) hour day.

When Custodians work during an inclement weather day, Custodians may start as early as 6:00 a.m. and as late as noon, and work a straight eight (8) hour day.

Those hours paid because of this inclement weather provision (and not actually worked), will be paid at a straight time rate and will not be considered in any overtime calculations, provided, however, that if a Custodian only receives eight (8) hours of pay on a day a Custodian does not actually work, then those eight (8) hours of pay shall be considered in any overtime calculations.

10.2 CEO Release Time. The CEO, in their sole discretion, may release one or more employees from work with pay for part or all day of the employee's workday. An employee released from work under this provision shall not have the released hours considered as hours worked for overtime purposes under Article 8 nor do any other provisions in Article 8 apply to this release. The CEO's decision to release an employee or group of employees for part or all of an employee's workday shall not be subject to the grievance and arbitration provisions. The parties agree and acknowledge that the CEO's decision to release an employee or group of employees under this section does not create an expectation or obligation to release any other member. Moreover, notwithstanding any other provision in this agreement, the CEO's decision to release one or more employees under this section does not affect any non-released employee's rate of pay or work obligations during the release period and the provisions of Section 10.1—Inclement Weather do not apply to the release of one or more employees under this section.

**ARTICLE 11**  
**VACATIONS**

Vacation Policy - Custodian:

<u>Service</u>	<u>Vacation Earned for Each Month of Service</u>
Less than 4 years	1.33 days
From 4 - 12 years	1.83 days
From 12 - 15 years	1.92 days
From 15 - 16 years	2.00 days
Beyond 16 years	2.08 days

Twelve (12) Month Employees

11.0 Vacation Accumulated Monthly. Employees accumulate and accrue vacation for each month that they are in active payroll status.

Credit for a month's service will be granted (1) if the employee works (or is otherwise in pay status) through the 15th of the month or (2) if he starts work on or before the 15th, and works through the end of the month.

11.1 Determination At End Of Annual Accumulation Period. At the end of the annual accumulation period on June 30, twelve (12) month employees will have their prior twelve (12) months 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. The need to round off will only occur when less than twelve (12) months are worked or when the monthly earning rate changes within the July 1 to June 30 earning period.

11.2 July 1 Beginning Of Annual Vacation Accumulation Period. July 1 became and continues to be the start of the annual vacation accumulation period for all vacation-eligible persons employed on a twelve (12) month basis.

11.3 Carryover of Vacation. Employees earning vacation from July 1 may carry over their vacation time in accordance with state law; the District can deny or limit vacation requests for operational reasons, subject to the grievance and arbitration provisions.

11.4 Vacation Of Less Than Three Days. Upon advance written request, approval for vacation of less than three (3) days duration will not be unreasonably withheld, so long as the Custodian secures coverage, unless an exigent circumstance exists, in which case, the District shall be required to secure coverage.

11.5 No Accrual Of Vacation While Not In Pay Status. An employee does not earn vacation during any month that he is out of pay status, such as on leave of absence.

11.6 Payment Of Vacation On Regularly Scheduled Pay Dates. All vacation allowances will be paid on regularly scheduled pay dates.

11.7 Holidays Within Vacation Period Not Counted As Vacation. Holidays occurring within a vacation period will not be counted as vacation days.

11.8 No Work During Vacations. No one will be permitted to work during vacations and be compensated in addition to vacation pay.

11.9 No Accrual Of Vacations For Supplemental Assignments. Vacation is not earned for supplemental assignments, such as night school or summer school appointments.

11.10 Vacation Upon Resignation, Discharge Or Death. All vacation that has been earned by an 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.

11.11 Allowable Vacation Upon Retirement. The maximum allowable number of accrued vacation days which can be paid in a lump sum upon retirement is eighty-five (85) days.

11.12 Timely Submission And Approval Of Vacation Requests. The District has the right and responsibility to implement reasonable policies and procedures regarding Custodians' use of accrued vacation time. Custodians are to timely submit accrued vacation requests to appropriate District personnel. A timely submitted accrued vacation request is a written request submitted by the Custodian at least ten (10) working days prior to the effective start date of the Custodian's accrued vacation request. The Custodian may submit his/her vacation request by way of the District's e-mail system, by school mail or hand delivery. Once received, the District must timely consider the Custodian's request, and inform the Custodian of the District's response in writing within five (5) working days of the Custodian's timely submitted accrued vacation request. The District may submit its response by way of the District's e-mail system, school mail or hand delivery. If the District does not timely respond to a timely submitted request, the request is deemed approved so long as the Custodian attempts to contact the appropriate District personnel by way of the District's e-mail system (return receipt requested) or by telephone any time after the District's time to respond has expired. The District will not unreasonably deny a timely submitted accrued vacation request. Emergency vacation requests made less than ten (10) days in advance will be treated on a case-by-case basis and will not be unreasonably denied where good cause is shown.

11.13 Use of Vacation During Approved Sick Leave. If an employee is on an approved sick leave, that employee may request in writing to be paid vacation in lieu of sick leave for continued absences related to the condition causing the absence, without regard to the ten (10) day advance notice requirement in Section 11.12, supra. Such request shall not be unreasonably

denied. Vacation time used in lieu of sick leave shall be included as part of the employee's leave under the Family and Medical Leave Act.

## ARTICLE 12

### LEAVES, ATTENDANCE, IN-SERVICE, LONGEVITY, SEVERANCE PAY, AND RETIREMENT BONUS

#### 12.0 Sick Leave.

12.0.1 Maximum Accrual Of Fifteen Days Each Year. Each regular employee may accrue a maximum of fifteen (15) days sick leave each year, in accordance with accrual rates in effect.

12.0.2 Unlimited Accrual Of Days Cumulatively. Unused sick leave shall be cumulative without limitation.

12.0.3 Use Of Sick Leave. Custodians 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 in the employee's family, i.e. spouse, child, parent, brother or sister.

12.0.4 Sick Leave For Funeral Attendance. 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, step-parent or immediate household member. If necessary, more than one (1) day sick leave may be approved by a Facility Manager.

Verification is required upon return. Failure to provide appropriate verification is an undocumented absence under the Sick Leave Policy.

12.0.5 No Falsification Of Written Justifications. Under Ohio law, each employee is required to submit a written signed statement to justify the use of sick leave. Falsification of a statement is grounds for suspension or termination of employment.

12.0.6 Sick Leave Donation. Employees of the Cleveland Metropolitan School District are granted a specified number of sick leave days each year, and unused days accumulate without limit. The District and Union are cooperating with employees who wish to “donate” days from their accumulated totals to other employees who are in need of sick leave related to an approved leave of absence but who have exhausted their own supplies. Donated sick days used by a recipient represent an additional cost to the District. For this reason, and for the protection of both the donor and recipient, the District will regulate these transactions, in cooperation with union leadership. The following guidelines will govern the practice of donating sick days.

1. Sick leave may be donated only to an employee who has been approved by the District for a Leave of Absence for Extended Illness, Parental Leave, or Family Care Giving. A recipient must be a member of an employee group participating in a Sick Leave Donation program. An employee must have exhausted their own sick leave balance before donated days will be applied to their account and may receive an annual total of no more than 50 donated sick days per fiscal year.
2. The request to donate sick days will be made by a sponsor employee who is not the intended recipient of the donated sick days. A sponsor’s request to initiate a sick

day donation solicitation shall be completed through an online donation process maintained by the District. A sponsor who initiates a sick day donation solicitation will receive an email requiring their validation of the request.

3. Upon a sponsor's validation of the donation request, confirmation emails regarding the donation request will be sent to the sponsor, recipient, recipient's supervisor, and identified potential donors.
4. Any employee who is a member of an employee group participating in a Sick Leave Donation program may donate to the recipient employee utilizing the online donation process. Donor employees must have an accumulated sick leave balance of fifteen (15) or more days in order to donate and must, after the donated days are subtracted, maintain a balance of at least fifteen (15) sick days. The total of an employee's sick day donations to all recipients may not exceed 5 days per fiscal year. A donor employee will confirm their donation offer through the online donation process.
5. Upon exhaustion of accrued Sick Leave by the intended recipient, completed offers to donate sick days will be submitted from the Talent Department to the Payroll Department for review and processing. This review will include confirmation that the recipient, donor, and offered donations meet the qualification requirements of the program.
6. The processing of approved donations will consist of the removal of donated days from the sick leave balance of the donor and the application of the donated days to the sick leave balance of the recipient.

- a. A donor whose donation offer is processed will receive an email confirming the transaction, including the number of days donated.
  - b. The recipient of donated days will receive an email confirming the number of days received.
7. The donation of sick days is irrevocable. Any donated days which are not used by the recipient will remain credited to the recipient's accumulated sick day total and will not be returned to the donor by the District.
  8. Donated sick days will not count toward the severance pay of the recipient. The total of all donated sick days, whether used or not, will be subtracted from the recipient's sick leave balance at retirement.
  9. The donation of sick leave days by one employee to another is a charitable act to be undertaken at the sole discretion of the donor. No employee has a right to expect to receive donated days, and no undue pressure on employees to donate sick days to another employee will be allowed. Solicitation of sick days must be undertaken by a third party, not by the intended recipient.
  10. The sick day donation process is a discretionary service; any employee's refusal to donate will not be subject to formal grievances.

12.0.7 Advancement Of Sick Leave. Any 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. This advanced 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.

12.0.8 Accumulation Of Sick Leave By Part-Time Employees. Employees who render service on a part-time basis shall accumulate sick leave at the same rate as that granted like full-time employees.

12.1 Special Privilege Leave. Employees of the District may be excused from duty as a matter of special privilege and granted leave of absence for a period not exceeding three (3) days in any one (1) school year, provided such request, is made in writing and approved by the Facility Manager.

Such leaves of absence will be granted without loss of pay, and shall not be deducted from the employee's accumulated days of sick leave.

1. Custodians shall not take SPL days during the two weeks before and the one week after school opens (i.e. first day teachers arrive), in the absence of an emergency which is defined as a situation of which the employee has no control and the employee did not participate in the decision for when the event was/is to occur.
2. Other than in emergencies as defined above, SPL days shall not require approval, explanation, or documentation so long as the day is requested at least five (5) work days in advance.
3. As of July 1 of each year, all unused special privilege days for the preceding year ending June 30 will be converted and credited to the employee's accrued sick leave.

12.2 FMLA Leave. Employees may file for Family Medical Leave Act (FMLA) consistent with federal law. Leave forms may be obtained from Human Resources. A summary of important FMLA provisions are set forth in Appendix 12-C.

12.3 Military Leave. Bargaining unit members shall be permitted to take military leave consistent with applicable state and federal law, including 38 United States Code Chapter 43 and Ohio Revised Code Chapter 5903 and 5906 and Section 5923.05.

12.4 Assault Leave Policy.

Section 1. 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 of the District, shall be maintained in full pay status, on assault leave, for the period of time set forth in Section 4 herein. Assault leave granted under these conditions shall not be charged against sick leave, earned or unearned provided the incident is timely reported and the employee timely files for workers' compensation.

Section 2. An employee must timely seek medical attention from the time that he/she has knowledge of an injury, must timely report the assault to the immediate supervisor and Safety & Security, or other appropriate District personnel if the supervisor or Safety & Security 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. The employee shall furnish a certificate from a licensed physician stating the nature of the disability and its anticipated duration and should accompany a completed 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 suspension or termination of employment.

Section 3. Any employee who wishes consideration for restoration of full pay and sick leave status (consistent with the passage and amending of Ohio Revised Code §3319.143 effective September 30, 1976) may submit this request to the District. In the event that the request is rejected, the employee may file an appeal through the dispute resolution procedure. If an employee's absence resulting from assault is covered by workers' compensation, the District

shall provide the additional compensation and benefits (including, without limitation, physician, hospital, optical, dental and life insurance benefits) that will provide the employee with the same pay rate and benefits received at the time of the assault for up to six (6) months from the date of the commencement of the assault leave. If the payment from the District reduces workers' compensation payments, or benefits, the District will make the employee whole for his or her full pay and benefits.

Section 4. 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, but not more than, six (6) months.

12.5 Jury Duty. Bargaining unit members will be paid their regular pay (not to exceed eight (8) hours per day) for the duration of jury duty.

12.5.1 Regular Pay During Jury Duty. Bargaining unit members shall be paid by the District while serving on jury duty, providing that they complete a request to Serve on Jury Duty Form and comply with applicable District Regulations.

12.5.2 Reporting Back To Work Upon Release from Jury Duty. Bargaining unit members must report at once to their immediate supervisors for duty if released prior to noon of the work day while on jury duty.

12.5.3 Funds Received. The employee may retain the funds received for performing jury duty to offset the employee's costs.

12.6 Longevity Anniversary Increments. Longevity increments are granted to all employees employed on an annual salary basis, as set forth in the Administrative Code in section

555-A, B, C and D, according to the table set forth in Appendix 9-C, infra, annexed hereto and made a part hereof.

Longevity increments will be paid beginning with the first pay period after eligibility.

Longevity will be frozen midnight, June 30, 2012 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. Any employee hired after July 1, 2011, will not be eligible at any time to receive longevity.

#### 12.7 Severance Pay And Retirement Inducement Bonus.

12.7.1 Severance Pay Based Upon Unused Sick Leave. Employees who are eligible to retire under the normal severance retirement program will receive a cash payment equal to the value of 30% of their accumulated sick leave credit. This payment will not exceed \$30,000.00.

If a bargaining unit member, with a minimum of ten (10) years' retirement credit with the District notifies the District of their retirement by December 1st of that school year and completes the remainder of that fiscal year, the bargaining unit member will receive a cash payment equal to the value of 35% of their accumulated sick leave credit. This payment will not exceed \$60,000.

12.7.2 Beneficiary Benefit. In the event a member of the bargaining unit, who is eligible to retire dies prior to retirement, the District shall pay to the member's beneficiary under SERS the benefit that would have been paid to the member if he/she had elected to retire immediately before his/her death.

12.7.3 Calculation Of Severance Pay Based Upon Unused Sick Leave. The calculation of severance pay based on accumulated but unused sick leave shall be made on the basis of each eligible employee's regular daily base rate of pay at the time of retirement.

12.7.4 Advance Written Notice. Severance pay and retirement inducement bonuses will be given to those employees who have given the District reasonable advance written notice, on such forms as may be prescribed by the Talent Department.

12.7.5 Notice Of Eligibility. Individual employees who may qualify for severance pay based on accumulated but unused sick leave will be notified of eligibility at the time that notice of retirement from active status is given to the District.

12.7.6 Payment. Payment for normal retirement severance is made within two and a half (2<sup>1/2</sup>) months of the effective date of retirement; payment is made after one year for those participating in an early retirement buyout.

12.8 Attendance Policy. *This Section may be modified by mutual agreement of the District and the Custodians' Union.*

12.8.1 Application. The following Attendance Policy has been developed to provide a clear understanding of employee attendance expectations as well as deter and/or address absenteeism.

The district shall apply this attendance policy uniformly to all members. This attendance policy shall be applied on January 1, 2014.

The district shall not use any absences, AWOL, or tardiness occurring prior to January 1, 2014 as a basis for implementing discipline under this article. The district shall not apply this policy retroactively and all members shall begin with a clean slate. However, it is understood that an employee that is in the hearing process and/or serving a suspension under the current

absentee policy on January 1, 2014 (or on the date of ratification, if applicable) will be governed under the prior CBA absentee policy (if applicable).

The district agrees that an incident resulting in discipline under this policy cannot be used as a basis for discipline-by the district under any other district or departmental policies, procedures, rules or regulations. All rights afforded by Loudermill and Weingarten shall apply.

An employee may appeal disciplinary action arising under the attendance policy. Such an appeal must be made in accordance with Article 18 (Grievance Policy).

A single attendance infraction may only be disciplined under one of the appropriate areas: Absence Abuse, Tardiness, or AWOL. An employee may not be disciplined for the same infraction under multiple processes (Absence Abuse, Tardiness, or AWOL).

#### 12.8.2 Definitions.

Absence Occurrence: Any unexcused absence including a single day or a combination that would total half of your regularly scheduled shift. Medical documentation must be provided within 48 hours (2 working days) of the employee's return to work or the absence will be considered unexcused.

Absence Recordkeeping: All absences must be reported accurately by the employee on the District's Employee Absence Forms. (i.e.-sick leave, vacation, special privilege, etc.).

Absence Reporting: Supervisors must inform employees of the departmental absence reporting practices on an annual basis in writing, including where, when and whom to call when reporting an absence. Employees must report all absences prior to the start of their work time, or as soon thereafter as possible. If an employee fails to report his/her absence, the employee will be considered absent without leave until a reasonable explanation is subsequently provided.

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

Early Departure: Any time a person leaves work earlier than their scheduled quitting time. All scheduled time must be accounted for in a daily time record.

Excused Absence: An absence that qualifies for: (i) documented sick leave, (ii) Family Medical Leave, (iii) military leave, and (iv) assault leave, or is an otherwise documented medical absence. An *excused absence* also includes any vacation leave, funeral leave, jury duty, special privilege or other documented leave so long as the leave approved by the District. Medical documentation must be provided within 48 hours (2 working days) of the employee's return to work or the absence will be considered unexcused. District forms are not considered documentation.

Look Back Period: Any rolling 60 workdays.

Pattern Of Absence: Shall be unexcused *absences* occurring repetitively including but not limited to: (i) before or after vacation and/or personal leave; (ii) before or after weekends or holidays; (iii) immediately before or after paydays; (iv) when difficult jobs or assignments are scheduled; (v) during certain times of the month/year.

Tardiness Instance:

1. Being late to work at the beginning of the scheduled starting time.
2. Being late to work returning from contractual break (if applicable).
3. Being late to work returning from lunch (if applicable).

Unexcused Absence: Any documented day or any part thereof an employee is not on an excused absence pursuant to the excused absence definition. At any hearing under this policy, the employee has the right to bring his/her documentation evidencing excused absences, including physician certification.

12.8.3 Absence Abuse Process. It is the policy of the Cleveland Municipal School District to review employee attendance on a periodic basis, but no less than every 60 workdays.

District employees accrue fifteen (15) days of sick leave per year, and three (3) days of special privilege leave.

The initial basis for review of possible disciplinary action under the absence abuse process shall be where district records show that the employee has absence occurrences totaling the Absence Hours identified in the Absence Occurrence Schedule within a look back or where any employee exhibits a pattern of absence within any time period.

An employee who fails to adhere to the attendance requirements is subject to progressive discipline as detailed in the schedule of progressive discipline described in this policy. For the purpose of this absence abuse policy, a one-year rule applies. For example, if an employee's previous discipline was within a one (1) year time period, the employee will progress to the next step of the progressive discipline schedule. Violations of more than one (1) year at the time of discipline will not be used by the District to determine the appropriate progressive discipline.

*Example: If an employee is first placed on the absence abuse list on 7/01/13, and has another infraction on 9/08/13, the date of the last infraction (9/08/13) begins the one-year time frame for application of the absence abuse policy. For example, an employee receives a written warning under the policy on 9/01/13, a one-day suspension for violation of the policy on 12/1/13. On 9/02/14, and the employee once again violated the policy; the next step of discipline will be a five-day suspension. Accordingly, the 9/02/14 infraction continues the progressive discipline as outlined under the policy for the next 12 months. However, if an employee completes one year with no new infraction of the attendance policy s/he shall be removed from the absence abuse list.*

When the District grants an employee an approved leave of absence, the time between the effective date of the approved leave of absence and the effective date of the employee's approved return to duty will not be considered in computing the one-year period described above.

The employee is responsible for monitoring his/her own attendance and absences. However, the District will notify the employee in writing where the employee has missed more than the Absence Hours identified in the Absence Occurrence Schedule within a look back period and that further absence occurrences may subject the employee to progressive discipline.

<b>Absence Occurrence Schedule</b>	
Based on an employees scheduled daily contractual hours, the absence hours listed below are used to determine when an employee will be considered for and/or continued in the Absence Abuse Program.	
<b>Scheduled Daily Contractual Hours</b>	<b>Absence Hours for Consideration</b>
0.00 - 3.99	10
4.00 - 5.99	20
6.00 - 8.00	30

**Informal Supervisory Conference:** The Union and the District require an informal attendance conference between the employee and their supervisor to discuss attendance and/or tardiness issues. The supervisor shall identify the problem (s) and attempt to resolve the issue through a discussion with the employee. The supervisor shall offer constructive suggestions and shall attempt to aid the employee in resolving the issue. It is understood that this conference will not result in disciplinary action. This section does not include AWOL.

12.8.4 Progressive Discipline. The following six progressive steps will be preceded by a pre-disciplinary hearing. The employee and the Union will be notified in writing by the District as to the date and time of such hearing in accordance with Article 18 (Grievance Policy). The employee may request the presence of a union representative at the hearing.

Step One: Verbal Warning. An employee accumulating more than the Absence Hours identified in the Absence Occurrence Schedule, or showing a pattern of absence, within 60

workdays, will be placed in the Absence Control Program at Step One and receive a verbal warning. The Department Director or designee will issue and memorialize the verbal warning to the employee and inform the employee that the next absence occurrence within a twelve-month period will result in the issuance of a written warning.

Step Two: Written Warning. Following receipt of a verbal warning issued at Step One, when an employee incurs an additional *absence occurrence* within a twelve-month period, the employee will receive a written warning. The Department Director or designee will issue the written warning to the employee and inform the employee that the next *absence occurrence* within a twelve-month period will result in the issuance of a one (1) day suspension, without pay.

Step Three: One (1) Day Suspension Without Pay. Following receipt of a written warning issued at Step Two, when an employee incurs an additional absence occurrence within a twelve-month period, the employee will receive a one (1) day suspension, without pay. The accompanying letter of suspension will include the warning that the next absence occurrence within a twelve-month period will result in the issuance of a five (5) day suspension, without pay.

Step Four: Five (5) Day Suspension Without Pay. Following receipt of a one (1) day suspension, without pay, issued at Step Three, when an employee incurs an additional *absence occurrence* within a twelve-month period the employee will receive a five (5) day suspension, without pay. The accompanying letter of suspension will include the warning that the next *absence occurrence* within a twelve-month period will result in the issuance of a ten (10) day suspension, without pay.

Step Five: Ten (10) Day Suspension Without Pay. Following receipt of a five (5) day suspension, without pay, issued at Step Four, when an employee incurs an additional *absence*

*occurrence* within a twelve-month period the employee will receive a ten (10) day suspension, without pay. The accompanying letter of suspension will include the warning that the next *absence occurrence* within a twelve-month period will result in termination of employment.

Step Six: Termination. If after receiving a verbal warning, written warning, the one-day suspension, the five-day suspension, and the ten-day suspension as outlined above, and the employee incurs an additional *absence occurrence* within a twelve-month period, the employee will be terminated.

It will be the responsibility of the Department Director, or his/her designee, to review and monitor the employee time records for compliance with the Absence Abuse Policy.

12.9 Absence Without Leave (AWOL) Policy. *This Section may be modified by mutual agreement of the District and the Custodians' Union.*

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.

The reason for absence will be noted AWOL and the employee will not receive pay for this period.

12.9.1 AWOL Defined.

An employee will be considered absent without leave (AWOL) under the following circumstances and subject to progressive discipline as outlined below:

Any tardiness incident lasting more than 60 minutes is considered AWOL.

An employee who commits AWOL violations is subject to progressive discipline as detailed in the schedule of progressive discipline described in this policy. For the purpose of the AWOL Abuse Program a one (1) year rule applies. For example, if an employee's previous discipline was within a one (1) year time period, the employee will progress to the next step of the Progressive Discipline Schedule. Violations of more than one (1) year at the time of discipline will not be used by the District to determine the appropriate progressive discipline.

*Example: If an employee is first placed on the AWOL list on 7/01/13, and has another infraction on 9/08/13, the date of the last infraction (9/08/13) begins the one-year time-frame for application of the AWOL policy. For example, an employee receives a one-day suspension under the policy on 9/01/13. A five-day suspension for the violation of the policy on 12/01/13. On 9/02/14, the employee once again violates the policy. The next step of discipline will be a ten-day suspension. Accordingly, the 9/02/14 infraction continues the progressive discipline as outlined under the policy for the next 12 months. However, if an employee completes one year with no new infraction of the AWOL policy, s/he shall be removed from the AWOL list.*

12.9.2 Progressive Discipline. The following four progressive steps will be preceded by a pre-disciplinary hearing. The employee and the Union will be notified in writing by the District as to the date and time of such hearing in accordance with Article 18 (Grievance Procedure), and if applicable, said employee may request the presence of a union representative at the hearing.

Step One: One (1) Day Suspension Without Pay. When an employee has been found AWOL, the employee will be placed in the AWOL Abuse Program at Step One and receive on (1) day suspension without pay. The Department Director or designee will issue the one-day suspension to the employee and inform the employee in writing that the next AWOL occurrence within a twelve-month period from the step one occurrence will result in the issuance of a five (5) day suspension without pay.

Step Two: Five (5) Day Suspension Without Pay. Following receipt of a one-day suspension issued at Step One, when an employee is found to have incurred an additional AWOL occurrence within a twelve-month period, the employee will receive a five (5) day suspension without pay. The Department Director or designee will issue the five-day suspension to the employee and inform the employee in writing that the next AWOL occurrence within a twelve-month period from the step two occurrence will result in the issuance of a ten-day suspension, without pay.

Step Three: Ten (10) Day Suspension Without Pay. Following receipt of a five-day suspension issued at Step Two, when an employee is found to have incurred an additional AWOL occurrence within a twelve-month period, the employee will receive a ten (10) day suspension, without pay. The accompanying letter of suspension will include the warning that the next AWOL occurrence within a twelve-month period from the step three occurrence will result in termination of employment.

Step Four: Termination. If after receiving the one-day suspension, the five-day suspension, and the ten-day suspension outlined above, and the employee is found to have incurred an additional AWOL occurrence within a twelve-month period, the employee will be terminated.

12.9.3 AWOL Resignation. Employees who are AWOL for ten (10) consecutive scheduled workdays may be deemed AWOL resigned. The employee must be notified in writing of such a determination in person or by certified mail to his or her last known address. The affected employee must contact his or her supervisor and Human Resources in writing within two (2) weeks of said notification, to explain the failure to report to work.

If the employee fails to supply a satisfactory explanation, as determined by the Deputy Chief of Human Resources, within two (2) weeks of the date of the letter, he or she shall be deemed AWOL resigned, and scheduled for a termination hearing.

Deeming an employee AWOL resigned does not preclude any employee's right to a termination hearing under the terms of the collective bargaining agreement or preclude the employee from grieving the District's decision to terminate the employee.

12.10 Tardiness Control Policy. *This Section may be modified by mutual agreement of the District and the Custodians' Union.*

Employees are expected to work a full shift. Any employee who is tardy is subject to being docked for every minute tardy. The District has no provision for make-up time. Whenever an employee is tardy from work as outlined herein, the employee will not be permitted to work beyond the end of his or her scheduled shift, solely for the purpose of restoring lost time.

A supervisor may excuse a tardiness incident when justifiable circumstances exist.

An employee who fails to adhere to the Tardiness Control Policy is subject to progressive discipline as detailed in the schedule of progressive discipline described in this policy. For the purpose of this Tardiness Control Policy, a 60 work day rule applies.

**Informal Supervisory Conference:** The Union and the District require an informal attendance conference between the employee and their supervisor to discuss attendance and/or

tardiness issues. The supervisor shall identify the problem(s) and attempt to resolve the issue through a discussion with the employee. The supervisor shall offer constructive suggestions and shall attempt to aid the employee in resolving the issue. It is understood that this conference will not result in disciplinary action. This section does not include AWOL.

*Example: If an employee is first placed on the tardiness abuse list on 7/01/13, and has another infraction on 9/08/13, the date of the last infraction (9/08/13) begins the 60 workday-time-frame for application of the Tardiness Abuse Policy. For example, an employee receives a written warning under the policy on 9/01/13. A one-day suspension for the violation of the policy on 12/01/13. On 6/02/14, the employee once again violates the policy. The next step of discipline will be a three-day suspension. Accordingly, the 6/02/14 infraction continues the progressive discipline as outlined under the policy for the next 60 workdays. However, if an employee completes 60 workdays with no new infraction of the Tardiness Abuse Policy, s/he shall be removed from the tardiness abuse list.*

12.10.1 Progressive Discipline. The following seven progressive steps will be preceded by a pre-disciplinary hearing. The employee and the Union will be notified in writing by the District as to the date and time of such hearing in accordance with Article 18 (Grievance Policy), and if applicable, said employee may request the presence of a union representative at the hearing.

Step One: Verbal Warning. The Department Director or designee will verbally warn the employee that because the employee has at least three tardiness instances within a two-week period, any three tardiness instances within the next 60 workdays will result in the issuance of a written warning. The verbal warning shall be memorialized in writing.

Step Two: Written Warning. Following receipt of a verbal warning issued at Step One, the next 3 *tardiness instances* will result in a written warning letter stating that 2 further tardiness instances within the next 60 workdays will lead to a one-day suspension.

Step Three: One (1) Day Suspension Without Pay. Following receipt of a written warning issued at Step Two, the next 2 tardiness instances will result in a one-day suspension. The

accompanying letter of suspension will include the warning that the 2 *tardiness instances* within the next 60 workdays will result in a three-day suspension.

Step Four: Three (3) Day Suspension Without Pay. Following the one-day suspension at Step Three, the next *tardiness instance* will result in a three-day suspension. The accompanying letter of suspension will include the warning that the next *tardiness instance* within the next 60 work days will result in a five-day suspension.

Step Five: Five (5) Day Suspension Without Pay. Following the three-day suspension at Step Four, the next *tardiness instance* will result in a five-day suspension. The accompanying letter of suspension will include the warning that the next *tardiness instance* within the next 60 work days will result in a ten-day suspension.

Step Six: Ten (10) Day Suspension Without Pay. Following the five-day suspension at Step Five, the next *tardiness instance* will result in a ten-day suspension. The accompanying letter of suspension will include the warning that the next *tardiness instance* within the next 60 workdays will result in suspension pending discharge.

Step Seven: Termination Without Pay. If after receiving a verbal warning, written warning, and four progressive suspensions as outlined in the preceding six steps, the employee has a *tardiness instance* within the next 60 workdays, the employee will be terminated.

It will be the responsibility of the Department Director, or his/her designee, to review and monitor employee timecards for compliance with the Tardiness Control Program.

12.11 Quarter Hour Increments Of Sick Leave. Sick Leave may be taken in fifteen (15) minute increments.

12.12 Severance Pay Plan. The District will sponsor a severance pay deferred plan for bargaining unit members turning 55 or older in the year of retirement. Details of the plan are in Appendix 12-B, infra.

12.13 Paid Parental Leave. The District and Union are committed to the health and wellbeing of educators, including the support of life transitions related to the expansion of their families. This policy entitles eligible employees to a continuous paid leave of absence during the twelve (12) month period following the birth of a newborn or the placement of a newly adopted child.

All regular full-time bargaining unit members who have completed thirty (30) days of continuous employment with the District are eligible for Paid Parental Leave. Eligible employees may use up to twelve (12) continuous weeks of Paid Parental Leave (60 workdays), paid at 100% of their base pay.

Qualifying events for the twelve-week period include:

- Birth of a child; or
- Adoption of a child who is eighteen (18) years of age or younger or is over eighteen (18) years of age and is incapable of self-care due to a physical or mental disability.

For all the qualified events above, the employee must be the biological parent or adoptive parent and the qualifying event must occur on or after July 1, 2024.

If the two parents are both CMSD employees, each shall be entitled to twelve (12) weeks of continuous Paid Parental Leave. Utilization of Paid Parental Leave must be continuous in nature.

Multiple births or adoptions within twelve (12) months of each other shall be considered as one qualifying event for purposes of determining eligibility for Paid Parental Leave.

In the event that a newly born or adopted child dies during the period of time that the employee is on Paid Parental Leave, the employee shall be entitled to the full extent of the Paid Parental Leave - the Paid Parental Leave shall not terminate due to the death of the child.

If an employee is FMLA eligible, Paid Parental Leave must be taken concurrently with FMLA Leave and be counted against FMLA Leave.

Sick Day Donations may be collected, but will not be eligible to be applied, during Paid Parental Leave. Donated Sick Days for an approved leave beyond the 12-weeks provided through this policy will be administered consistent with this Agreement.

Upon separation of employment, unused Paid Parental Leave is forfeited; under no circumstance will this benefit be paid out.

Employees must submit a Leave Request at least 30 days' prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible) and provide all required documentation. Required Documentation for Paid Parental Leave for Birth or Adoption includes a birth certificate or adoption certification.

If the documentation provided by the employee is insufficient or incomplete, the District will contact the employee in writing to request additional information. The employee will have seven (7) business days to resolve any deficiencies.

The authorized representative of the District may contact the employee's health care provider for authentication and clarification so long as the employee has first been offered the opportunity to resolve incomplete documentation.

Employees returning from a leave of absence granted pursuant to this section shall be returned to their pre-leave building.

## ARTICLE 13

### EMPLOYEE BENEFITS

#### 13.0 Eligibility.

13.0.1 General. For the purposes of this section, all bargaining unit employees are entitled to all benefits set forth herein. Employee contribution toward premiums is set forth in Appendix 13-A, infra.

13.0.2 Employees Holding Two Or More Positions. When an employee holds two or more positions, the determination of eligibility status is based on each separate assignment and not on a combined basis.

13.0.3 Spouse Working For The District. If a husband and wife are each District employees and each is eligible for District paid hospitalization, they may elect either (a) one family plan covering both, or (b) each may select a single plan, or (c) reimbursement for dual medical benefits, as set forth below.

#### 13.0.4 Spouse Working, But Not For The District.

1. Except as provided in Sub-Section 7 below, if a bargaining unit member enrolls his/her spouse in any of the 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 13.2.1., 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's family coverage, and the amount set forth in Sub-section 13.04.1. above shall 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's health insurance coverage shall complete and submit to the District a written declaration verifying whether his/her spouse is eligible to

participate and the status of that participation in group health insurance coverage sponsored by the spouse's employer or retirement plan provider.

4. Any bargaining unit member whose spouse becomes eligible for any employer/retirement plan sponsored group health insurance coverage any time outside of the annual open enrollment period shall notify the District within thirty (30) days of the 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 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 Articles 17 (Discipline) and 18 (Grievance/Arbitration).

6. Any spouse who fails to enroll in any group health insurance coverage sponsored by his/her employer or retirement plan provider (unless the bargaining unit member enrolls the spouse in any District health insurance plan and pays the additional monthly contribution as set forth above), as otherwise required by this section, shall be ineligible for such benefits under any group healthcare/prescription drug plan sponsored by the District.

7. Any bargaining unit member whose spouse is a retired CMSD employee with at least 10 years of full-time service with CMSD and whose spouse is eligible for STRS or SERS health care 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 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 Sub-sections 1 through 6.

### 13.1 Enrollment Or Opt-Out.

13.1.1 Enrollment And Re-Enrollment. Subject to the limitations of Section 13.0, supra, a comprehensive eligibility re-enrollment shall occur in November each year.

13.1.2 Health Insurance 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 ensuing year, he/she 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 coverage (but would otherwise be eligible for continued family coverage), he/she will receive two semi-annual payments of \$125.00, payable in April and October.

### 13.2 Medical Benefits.

#### 13.2.1 Medical Insurance.

Subject to the limitations in Section 13.0., supra, 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 the same as provided on December 31, 2016, unless as otherwise summarized in Appendix 13-B, infra. The effective date of coverage shall be the first of the 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.

Employees who enroll in either single or family coverage will pay the following monthly contributions for Anthem, and MMO SuperMed Plus PPO effective July 1, 2019: an amount equal to ten percent (10%) 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.

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 healthcare 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 defined below and in Appendix 13-D. 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 13-C, infra, and submit that form to an independent third party mutually selected by

the District and Local 777. 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 777 will jointly promote participation in these tests.

All employee contributions are made by payroll deduction in equal installments twice each month.

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.

In addition, the following coverage shall be maintained:

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)

The level of benefits is summarized in Appendix 13-B, infra.

13.2.2 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(s) as summarized in Appendix 13-B, infra. The level of benefits shall be the same as provided in the previous Collective Bargaining Agreement between the District and Local 777 as provided by Medical Mutual of Ohio.

13.2.3 Health Care Coverage Stability. With the concurrence of Local 777, the District may drop, add or substitute any health care provider during the term of this Agreement. If the District wishes to add any new providers, Local 777 will be involved in the bidding process and the selection of providers.

13.3 Vision Care. All employees will be covered by a vision care program administered through a provider mutually agreeable to the parties. The District will continue to pay for a Vision Care Program for all employees represented by the Union and to provide a level of benefit through United Healthcare, whereby, for a forty-five dollar (\$45.00) employee co-payment, all other costs will be covered, and coverage shall be the same as provided in the previous Collective Bargaining Agreement between the District and Local 777 as provided by United Healthcare, and summarized in Appendix 13-E, infra.

13.4 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 13-F, 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 13-F, infra. Employees who elect enhanced coverage shall pay the contribution amounts set forth in Appendix 13-F, infra, via payroll deduction.

13.5 Open Enrollment And Hard Audit. Unless otherwise agreed by the District and Local 777, open enrollment shall be the entire month of November for coverage effective January 1 of the following year. During the open enrollment period, or earlier if the District and Local 777 so agree, 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 it not limited to, birth certificates, custody decrees, marriage licenses, working spousal coverage, and/or verification of student status.

13.6 Life Insurance. The District shall underwrite the cost of a Ten Thousand Dollar (\$10,000.00) Group Life Insurance Policy for all bargaining unit employees. Additional coverage shall be made available to bargaining unit employees, who may purchase such additional insurance by means of payroll deduction. Employees may purchase up to \$500,000 up to the limits of the policies in effect, but not less than \$10,000 coverage.

13.7 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, 2016, and as summarized in Appendix 13-B, infra.

13.8 Durable Medical Equipment Benefit. Durable Medical Equipment benefits will be provided on the same terms as it has as of June 30, 2016, and as summarized in Appendix 13-B, infra.

13.9 Shared Savings.

A. An employee shall be eligible to receive a payment from the District equal to one-half (1/2) of up to \$2,000 in savings recovered by the District where the savings result from the identification by the employee of errors in his/her hospital/surgical/medical bills.

B. Any savings realized from the modifications negotiated into this Article have been used to fund a part of the wage increase.

13.10 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 employee will be allowed to make a pre-tax “salary reduction” election up to the maximum amount allowable under IRC Section 129, 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. In addition, each bargaining unit member during open enrollment or other qualifying event, will be allowed to make a separate pre-tax “salary reduction” election up to the maximum amount allowed, but in no amount greater than the established Internal Revenue Service (IRS) limit for that tax year, at the start of open enrollment 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.

F. Employees may also elect (on forms prescribed by the District) to pay up to \$50,000 worth of life insurance per year with before-tax dollars through the District’s Cafeteria Plan, consistent with applicable federal law. Any basic life insurance coverage provided at the District’s expense as defined in Section 13.6 above shall be included in the \$50,000 allowance.

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

13.12 Hospitalization/Health Care Labor Management Committee. The District and the Union agree to meet in a joint Labor/Management Committee format, under the auspices of the Federal Mediation and Conciliation Service, to mutually explore the means of addressing escalating health care costs.

13.13 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 777 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 777 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 propose or recommend a change in any benefit level set forth in this article, the change requires the approval of the CEO and the Local 777 President.

13.14 Continued Coverage For Inactive Employees. Healthcare/prescription drug and life insurance coverage may be continued for any employee who becomes payroll inactive (such as resignation or a leave of absence) as indicated below:

In order to continue healthcare/prescription drug insurance, the inactive employee will have to pay directly to the District the bill that will be received from the District or its designee, 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 arrange for direct billing within thirty-one (31) days from the last day of active payroll status.

13.15 Return To Work/Transitional Work Program. 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 MUNICIPAL 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, if eligible.

However, an employee who has settled his/her workers' compensation claim with Cleveland Municipal 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.

**NOTE: Once chosen, an employee can transfer from Option A to Option B, but not from Option B to Option A.**

**OPTION A - CLEVELAND MUNICIPAL SCHOOL DISTRICT WAGE CONTINUATION PROGRAM:**

An employee who elects to participate in the CLEVELAND MUNICIPAL SCHOOL DISTRICT (CMSD) Wage Continuation Program agrees to the terms and stipulations as described in the CLEVELAND MUNICIPAL SCHOOL DISTRICT Return to Work/Transitional Work Program (See Appendix 13-G, infra). Such Return to Work/Transitional Work Program is a cooperative effort between labor and management, mutually agreed upon,

and may be amended only upon the consent of the joint CLEVELAND MUNICIPAL SCHOOL DISTRICT-Transitional Work Committee.

Eligibility for the CLEVELAND MUNICIPAL 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 from the date of injury, or until the employee's work restrictions reach a permanency level – whichever occurs first, during which time the employee will remain on the District's payroll, provided proof of continued temporary 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, the request for wage continuation extension may not be considered. All benefits, including insurance, will continue during the duration of the Wage Continuation Program.

If an employee returns to full duty work for less than six (6) months and then is disabled at a later date due to the same injury, he/she may request to reactivate the Wage Continuation Program provided proper medical proof is submitted to Management; and, thereafter, may follow the procedure outlined above for the remainder of time unused of the original two (2) years of eligibility under the program. Such an employee who has returned to work for six (6) months or longer is eligible for an additional two (2) years of eligibility under the program.

If an employee's eligibility for the two (2) years of Wage Continuation is exhausted, the employee is eligible for additional leave time equal to

1. his/her sick leave accumulation and other accrued time; or
2. unpaid Workers' Compensation leave of absence. The employee may elect to use either of these alternatives.

When electing to utilize accumulated sick leave and other accrued leave, the employee will remain on payroll and will continue to receive all benefits, including insurance, but will not be eligible to receive compensation from the Bureau of Workers' Compensation.

When electing to utilize unpaid Workers' Compensation leave the employee will go off payroll and will continue to receive health insurance. The employee may file to receive Workers' Compensation payments for which he/she may be eligible. The employee and the District retain their respective rights under the Workers' Compensation Act.

When the amount of time the employee has available under one alternative has been exhausted, he/she will be placed under the other alternative. If the employee does not elect an alternative, the employee will be placed on unpaid Workers' Compensation leave. Continuation of insurance benefits, once all leave is exhausted, shall be for the balance of the month plus two (2) additional months. Thereafter, the employee may continue benefits according to COBRA regulations.

At all times during leave under this article, the employee will remain required to provide medical documentation and cooperate with the procedures of the CLEVELAND MUNICIPAL SCHOOL DISTRICT Return to Work/Transitional Work Program. An employee electing to participate in the CLEVELAND MUNICIPAL SCHOOL DISTRICT Wage Continuation

Program, who returns to work during leave granted under Option A, will be reinstated to his/her former job classification (subject to any medical restriction(s) identified by the Physician).

Any employee who chooses Option A and is not working due to his/her injury or disability as a result of an injury on the job, will participate in a BWC Vocational Rehabilitation Program when recommended, and agrees to accept Living Maintenance compensation for the duration of the Rehabilitation Program. During the duration of the Vocational Rehabilitation Program the employee will be removed from payroll, but will not suffer a loss of any benefits, including insurance. Time spent by an employee in Vocational Rehabilitation will not count against his/her time under the Transitional Work Program. The employee will be reinstated to an appropriate active pay status upon completion of the Vocational Rehabilitation Program in accordance with this article regarding the Collective Bargaining Agreement.

#### **OPTION B - UNPAID WORKERS' COMPENSATION LEAVE**

Notice of intent to participate in the CMSD Wage Continuation Program must be given within three (3) work days of the injury. Otherwise, an injured worker who does not choose Option A will be placed in Option B. An employee electing not to be treated by CMSD's Preferred Provider Panel physician or who elects not to follow that physician's recommended program and go only to the physician of their choice shall not be entitled to participate in the Wage Continuation Program as described above (Option A). Such an employee electing not to participate in the Wage Continuation Program will be removed from payroll and will be placed on an approved unpaid Workers' Compensation leave of absence. Any and all work-related injury claims will be processed through and conform with the Workers' Compensation Act. The District and employee will retain their respective rights to pursue/defend any claims under the Workers' Compensation Act, including but not limited to CMSD's right to offer work within the

employee's work restrictions and CMSD's right to have the employee examined by a physician of its own choosing.

An employee's eligibility for continuation of insurance benefits will be for the length of time the employee is eligible to receive temporary total disability or the length of the unpaid Workers' Compensation leave under this provision, whichever is less. Insurance benefits will also be continued during utilization of any sick leave accumulation and other accrued time. The employee is responsible for the payment of the full cost of such wage continuation.

An employee on a leave of absence under Option B will be reinstated to his/her former position if they return to work within twelve (12) weeks. If such leave exceeds twelve (12) weeks and his/her position has been permanently filled, he/she may return only when a vacancy exists in the same, similar or a lower paid job classification through the bid procedure.

### **GENERAL**

CMSD reserves the right to recoup benefit payments to any employee who is guilty of submitting a false claim, or abuse of any of the provisions covered in this Article or working for another employer while on leave under this policy, and may take disciplinary action.

In the event the Bureau of Workers' Compensation, the Industrial Commission or a court denies any claim as not being sustained in the course of and arising out of employment, wage continuation payments will be charged to sick leave to the extent such sick leave is available. If the employee does not have a sufficient sick leave balance, CMSD shall recoup the wage continuation payments made by reducing future sick leave earnings by one-half (1/2) until the wage continuation payments made are fully recouped. An employee who terminates employment with an outstanding balance owed will be responsible to reimburse the school district.

Holiday or vacation which occur during approved wage continuation periods shall be compensated as a holiday or vacation and if a claim is subsequently disallowed shall not be charged against the employee's sick leave accumulation.

Any employee choosing Assault Pay will be eligible for Option A provided that CMSD's Preferred Provider Panel are utilized. Leave used under Assault Pay will be deducted from the two year paid Wage Continuation Program.

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 able to perform within his/her restrictions, and which would afford those 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.

Attached as Appendix 13-G, infra, is the Return to Work/Transitional Work Program Statement of Policy.

Attached as Appendix 13-H, infra, is the Transitional Work Agreement Form.

## ARTICLE 14

### PENSION - SCHOOL EMPLOYEES RETIREMENT SYSTEM

The District will make payment of the full amount due the School Employees Retirement System in a manner analogous to that contained in the Ohio Attorney General's Opinion 82-097.

## ARTICLE 15

### INFORMATION AND NOTICES TO EMPLOYEES

15.0 Personnel Files To Be Made Available. Official Custodian files shall be maintained under the following circumstances:

15.0.1 Right To Review All Derogatory Material Before Inclusion Into File.

No material derogatory to a Custodian's conduct, service, character or personality shall be placed in the file unless the Custodian has an opportunity to read the material. The Custodian shall acknowledge that he has read such material by affixing his signature on the actual copy to be filed, with the understanding that such signature merely signifies that he read the material to be filed, and does not necessarily indicate agreement with its content.

Where the Custodian refuses to sign, the District shall have a witness, in addition to a Facility Manager, attest in writing to the Custodian's refusal.

15.0.2 Right To Know And Receive Copy Of Anything In File. The Custodian shall be informed of and receive a copy of anything put in his file.

15.0.3 Right To Examine File. Upon appropriate request by the Custodian, he shall be permitted to examine his file, other than pre-employment reference material.

15.0.4 Right To Answer Any Charge. The Custodian shall have the right to answer any charges and decisions arising out of disciplinary actions and material filed, and his answer shall be attached to the file copy.

15.1 Right To Information And Meeting Relating To Serious Complaints Or Charges.

15.1.1 Right To Information And Opportunity To Respond. The Custodian involved and the President of Local 777 shall be given full information as to the nature of serious complaints or charges made by any interested person or groups which appear to be organized, and be given every opportunity, resource and help to answer or cope with such complaints or harassment.

15.1.2 Right To A Conference. If complaints or charges are made against any Custodian, he may have a conference with the Executive Director of Facilities or his designee or Facility Manager's level. At such hearing, he may have the assistance of Local 777.

15.2 Improved Information On Pay Stubs.

15.2.1 Identification Coding. When the employee receives pay for extra duties, in-service meetings, covering classes, differentials, etc., the amount for each item shall be identified by a code on each pay stub.

15.2.2 Listing Fringe Benefit Costs. The amount of each fringe benefit cost paid by the District will be indicated on each employee's pay stub on a yearly basis.

15.2.3 New Payroll System. The District is implementing a new pay system. The District shall review the proposed implementation of the new system with the Union in advance of the implementation. Once implemented, all employee pay records, including pay stubs, reimbursement checks, W-2 forms, shall be in electronic format and shall not be provided in paper format; provided, however, the District will make available at the work site a computer, printer and paper so that an employee can print any of these documents. Until the new system is implemented, earnings statements shall be delivered individually in sealed envelopes. Any

document containing an employee's Social Security Number shall be sealed when sent by messenger, courier, school mail or through a public or private postal service.

15.2.4 Current Contact Information. All employees shall provide the District with his/her current home address/Post Office address and telephone number. Employees are required to keep such information current, understanding that the District will rely on that information for sending information and notices to its employees.

## **ARTICLE 16**

### **PEER REVIEW PANEL**

The District and the Union agree to create a custodian committee known as the Peer Review Panel. The committee shall be composed of three designees who have demonstrated meritorious performance in their own school buildings. Each party shall submit a pool of ten candidates and the District and the Union shall reach joint agreement on the three designated peer review members. The purpose of the Peer Review Panel will be to provide assistance to those Custodians identified by management as experiencing employee performance problems, by assisting the Custodian in developing corrective action plans to address the Custodian's deficiencies. In such cases, management shall refer the identified Custodian to the Peer Review Panel. Additionally, the District shall consider recommendations for referral generated by the Peer Review Panel. Upon referral, disciplinary action will not be taken against the Custodian for a thirty (30) calendar day period while the Custodian is participating in the Peer Review program unless the deficiencies or violations are of such a nature that disciplinary action must be taken; in which case management will notify the Union in advance of taking disciplinary action. After the completion of the Peer Review Program, the Union shall be obligated to report the results of its efforts and assistance in writing.

## ARTICLE 17

### TRANSFERS AND DISCIPLINE

17.0 Participation By Custodian In Transfer And Discipline Affecting Employees Under His/Her Jurisdiction. Being fully aware that the Custodian is responsible for the maintenance of his/her building and the safety and health of its occupants, due consideration will be given with regard to transfer and/or dismissal of an employee under his/her jurisdiction. The Custodian and his/her representatives shall be called in with said employee, and reasons stated as to why it would benefit the District and the operation of the school to transfer said employee. If the Supervisor decides not to change the assignment or not to discharge said employee, the Supervisor within ten (10) days will send a letter to the Custodian explaining the reasons why no action will be taken.

17.1 Discipline Only For Just Cause. Employees covered by this Agreement shall be disciplined, demoted, suspended, or discharged only for just cause under arbitral law.

17.2 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.

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 a termination or suspension without pay then bargaining unit member is entitled to a fact-finding.
2. The fact-finding hearing will be held before the Chief Operating Officer or Designee, who shall be at the level of Facilities Manager or above within the Facilities Department and who is not the cause or had previous substantive decision-making involvement in the matter before the fact finder.

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 and the Union 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. Within thirty (30) calendar days, the CEO shall make a recommendation to the Board of Education regarding discipline at the next scheduled board meeting.
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 of thirty (30) days or more 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 or the Union can appeal the discipline through the grievance procedures specified in the CBA.
13. The Weingarten Protocol set forth in Appendix 17, infra, 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 this discussion.

17.2.1 Timely Processing of Grievances and Discipline. No employee may be

disciplined for any conduct about which the District knew where notice of the discipline to be

imposed is more than ninety (90) days after the District's knowledge of the alleged conduct, provided, however, if the District is conducting an investigation which will extend beyond the ninety (90) day period, the District shall so advise the Union President in writing of the status. The District shall advise the Union President in writing when the investigation has been completed.

17.2.2 Timely Implementation Of Discipline. Subject to the provisions of Section 17.2 above, discipline shall be imposed within fifteen (15) working days of the Board of Education's decision.

## **ARTICLE 18**

### **GRIEVANCE PROCEDURE, ARBITRATION, NO STRIKE - NO LOCKOUT**

18.0 General Statement. It is the desire of the District and the Union to establish a procedure for the resolution of problems arising from the interpretation and application of its practices or policies, in order to achieve a more harmonious working relationship with its Custodians.

Many problems are resolved informally, by discussing with the Department Head or designated Administrative Head of a Custodian's work location or with the department assigned to handle the problem involved. The parties and bargaining unit members are encouraged to attempt to resolve any potential issue informally without the need to initiate the formal grievance process.

A grievance is defined as being any dispute between the parties as to the meaning or interpretation or application of any provisions of this Agreement or a claim or complaint based on an event which affects a term or condition of employment.

18.1 Monthly Meetings. The Director of Labor Relations will hold monthly meetings with the Custodian's Union Director of Grievances to process grievances. Upon mutual agreement, additional meetings may be scheduled.

18.2 Grievance Procedure.

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 Executive Director of Facilities 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 Facilities shall take the necessary steps to consider the merits of the grievance. The Executive Director of Facilities shall have six (6) working days in which to adjust the matter. If the Executive Director of Facilities 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 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 statements 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: Mediation. If the grievance is not resolved at Step Two, then the Union or the District may 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. If both sides agree, 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), or any other mutually agreed upon agency or individual.

The affected employee, no more than 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.

1. Grievances which have been appealed to arbitration may be referred to mediation if both the Union and the District agree. 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. Promptly after both parties have agreed to mediate, either party, by mutual agreement, shall notify FMCS or any other mutually agreed upon agency or individual, and mutually agreeable arrangements shall be made for the conference.

3. 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.
4. The grievant is entitled to attend the mediation.
5. The parties must waive any time limits in their labor agreement while the grievance mediation step is being utilized.
6. 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.
7. 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.
8. The mediator will use problem solving skills to assist the parties, including joint and separate caucuses.
9. The mediator has not authority to compel a resolution.
10. If the parties cannot resolve the problem, the mediator may provide the parties in joint or separate session with an oral advisory opinion.
11. If the parties cannot resolve the grievance, they may proceed to arbitration according to the procedures in this Agreement.
12. Nothing said by the parties during a grievance mediation, nor any documents prepared for a mediation session can be used during arbitration proceedings.
13. The parties must agree to hold FMCS and FMCS Commissioners harmless for any claim or damages arising from the mediation process.

18.3 Written Modification of Grievance Procedure. The parties may mutually agree in writing to modify any of the foregoing procedures regarding the processing of grievances.

18.4 Expedited Grievance Procedure. In the event a Custodian is suspended for ten (10) working days or less, the Custodian 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. Ordinary Grievance Procedure will apply thereafter.

In the event a Custodian is suspended for more than ten (10) working days, the Custodian may omit Step 1 and file a written grievance with the Director of Labor Relations for a Step 2 hearing, which shall take place within forty-eight (48) hours after said filing.

18.5 Right to Bypass Grievances Steps. If a grievance arises from the action of authority higher than the Facility Manager, the Union may present such grievance at the appropriate step of the grievance procedure.

18.6 Failure To Respond. Time limits specified in this procedure may be extended by mutual agreement of the parties. The failure of the District to comply with any time limit herein means that the Union may automatically process the grievance to the next step of the Grievance Procedure. The failure of the employee or Union to comply with any time limit herein may result in the dismissal of the grievance; provided, however, that the time limits are not jurisdictional due to good cause, such as inadvertent failure to respond within the stated limits, it being the desire of both parties that grievances be heard on the merits.

18.7 Availability Of Personnel File. The employee's personnel file shall be made available in the presence of the immediate Superior upon the written request of the aggrieved, to himself/herself and/or his/her representative at any step in the grievance procedure.

18.8 Thirty Day Limitation, Except Where Grievance Is Continuing. If the grievance procedure is not initiated within thirty (30) days after the aggrieved person 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.

18.9 Release Time To Resolve Grievance. The Facility Manager may authorize released time for a Union official to visit a work site, when requested by an employee to attempt to resolve a grievance that is of an emergency nature.

18.10 Arbitration. If the answer to the grievance is not satisfactory, the Union shall have the right, within sixty (60) days, to submit the matter to arbitration by requesting a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS) with a copy of the request to the District. A single Arbitrator shall be chosen by the parties.

The fees and expenses of the Arbitrator and the cost of the arbitration shall be borne equally by the District and the union. Two (2) representatives of the Union, and all necessary witnesses, shall receive their regular salaries or wages for time spent in the arbitration proceeding, if during working hours.

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 upon the District, the Union and the employees affected by the decision and award. The Arbitrator is prohibited from making any decision or award, which is inconsistent with the terms of any agreement between the District and the Union or contrary to law.

The arbitration hearing shall be held and the award shall be made in Cuyahoga County, Ohio.

18.11 Evidence. All decisions on any level are to be based only on facts presented at the meeting or hearing, and shall not be based upon any “facts” from anonymous or undisclosed sources.

18.12 Civil Service Statute. This dispute resolution procedure hereby replaces and supersedes all grievances and/or arbitration procedures contained in any other agreements

between the District and the Union. However, any employee or the District may pursue their rights under the Law of Ohio, and as applicable under those Laws, the Rules and Regulations of the Civil Service Commission of the City of Cleveland in the alternative to any rights or remedies established by any agreement between the District and the Union which represents that employee. Either the grievance procedure set forth herein or the appeal procedure provided for under State or City Civil Service Statutes or Rules shall be the exclusive method of reviewing and settling grievances between the District and the Union or employee. The union or employee may select only one of these two avenues to process grievances. By either such procedure the Union and the Employer waive the right to litigate or resolve such grievances in any other forum.

18.13 Expedited Arbitration.

A. The Union has the right to expedited arbitration for any non-class action issue for which the District may immediately impose discipline pursuant to Section 17.2, paragraph 11. 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.

B. Class action grievances may be expedited by mutual agreement between the Union and the District.

C. A non-class action issue shall be defined as an issue which impacts on five (5) or fewer bargaining unit members.

18.14 Voluntary Meetings With Administration. Nothing contained herein shall interfere with a Custodian's right to meet voluntarily with the Administration.

18.15 Timely Compliance With Arbitration Awards And/Or Settlements. Where the District fails to comply with any monetary award or settlement, it shall pay interest at the rate of the prime plus two percent (2%), any such payment shall be deemed to be due within thirty (30) days of the underlying arbitration decision sustaining the grievance or the date of the settlement agreement, whichever is applicable.

18.16 No Strike - No Lockout. The District and the Union agree that there will be no strike by the Union and no lockout by the District during the term of this Agreement, except as such activity is permitted by the terms of Article 24, infra, Duration of Agreement.

## **ARTICLE 19**

### **PROBATIONARY EMPLOYEES**

Any newly hired Custodian shall serve a probationary period of one hundred and twenty (120) calendar days. During the probationary period, all terms and conditions of this Agreement and of employment as a Custodian shall apply, except for the grievance and arbitration provisions set forth in this Agreement regarding discipline. District and Union personnel will work together to develop and implement a program for probationary employees, which may be updated from time to time by mutual agreement. The District shall promptly provide to the Union all documents relating to any such discipline during the probationary period.

## **ARTICLE 20**

### **TUITION-FREE EDUCATION**

Custodians will receive tuition-free education at all Cleveland Public School Adult Education programs. Enrollment will be made possible on a space available basis after tuition-paying students have enrolled. The District shall have the right to refuse enrollment if it is

determined that enrollment privileges are being abused by bargaining unit members. All credits earned through the adult education program will be added to the personnel file of the Custodian, based upon evidence of satisfactory completion, as provided by the Custodian.

## **ARTICLE 21**

### **EMPLOYEE DISCLOSURE REQUIREMENTS**

21.0 Disclosure Of Criminal Violations. Any employee who pleads guilty to or is convicted of any offense set forth in Section 3319.39 of the Ohio Revised Code, any substantively comparable ordinance of a municipal corporation or any substantively comparable statute of another State shall be required to disclose such conviction or plea of guilty to the School District. Failure to do so can result in disciplinary action up to and including termination. Convictions of, or pleas of guilty to the offenses described above are not an automatic bar to continued employment, but the District has the right, on a case-by-case basis and for just cause, to terminate employees convicted of such offenses, in the future.

21.1 Disclosure On Employment Application. Pursuant to the Management Rights clause, the District reserves the right to take appropriate disciplinary action with regard to employees who fail to truthfully fill out their employment application.

21.2 Disclosure Of Arrest Warrants. Employees knowledgeable of outstanding arrest warrants must notify the School District of the warrant and resolve the warrant as expeditiously as possible. An employee may use a vacation day or a restricted special privilege leave day to resolve the warrant; otherwise, an employee arrested on a warrant will not be allowed to return to pay status until submission of documentation that the warrant has been resolved.

21.3 Pre-Employment Criminal Background Investigation. Pursuant to Section 3319.39 of the Ohio Revised Code, the employment of any employee is conditional until a

criminal records check has been completed and reveals that the employee has not been convicted of any of the crimes listed in that statute.

Provided: This Section shall not apply to the above-described offenses for which a plea of guilty, or conviction was made prior to October 29, 1993, unless such plea or conviction was misrepresented on the employee application. Except as required on the employment application, employees shall not be required to disclose O.R.C. 3319.39 convictions or guilty pleas occurring between October 29, 1993 and the date of this Agreement. However, such non-disclosure shall not insulate the employee from disciplinary action as set forth in Section I, above, where such conviction or guilty plea has ultimately come to the attention of the District.

Provided further, that employees who are conditionally employed under the term of this Section shall otherwise be subject to the terms of this Agreement.

The District agrees that it will implement this or a substantially similar Employee Disclosure procedure with all other District employees.

## **ARTICLE 22**

### **DRUG TESTING POLICY**

When there is a reasonable cause to believe that an individual employee is using illegal drugs or alcohol at work or is under the influence of drugs or alcohol at work, and/or pursuant to current District CDL Drug Testing regulations, such employee will be directed to report to the District designated physician or medical clinic, on District time and expense, for a fitness for duty examination. This will involve appropriate testing, including possible urine or blood tests or breathalyzer exam as determined by the appropriate medical personnel. The circumstances supporting the allegation shall be reduced to writing, signed by two (2) referring supervisors who have received drug/alcohol abuse education, and provided to the appropriate personnel and the Union prior to testing.

An employee may be referred for such fitness for duty screening if two (2) referring supervisors who have received drug/alcohol abuse education have a reasonable suspicion that the employee is then under the influence of alcohol or a controlled substance. The demand for a urine, blood or breath specimen shall be made based only upon specific, objective facts, and reasonable inferences drawn from those facts in light of experience, that the employee is then under the influence of drugs or alcohol so as to endanger fellow employees, the public, or otherwise adversely impact on the employee's ability to perform his or her job duties. In addition, employees may be referred for mandatory urine, blood or breathalyzer tests to determine substance abuse as part of a disciplinary probation for employees who have violated the District's drug and alcohol rules.

An employee shall be entitled to the presence of a Union representative before testing is administered. An employee who refuses to take a drug or alcohol test may be discharged immediately by the District.

As concerns urine samples for drug testing, subject employees will undergo an initial screening (EMIT) test. For any positive results, a confirmatory test employing the gas chromatography/mass spectrometry (GC/MS) test will be used. The District will insure that there is a continuous chain of custody of any sample taken from an employee. Specimen collection will occur in a medical setting and the procedures shall not demean, embarrass, or cause physical discomfort to the employee.

The results of a drug of alcohol screening test will be kept strictly confidential. An employee who tests positive for drugs and/or alcohol will have the opportunity to review the test results and, if desired, a reasonable opportunity to rebut the results. Copies of any such evaluation shall be provided to the District and to the individual tested. Where urine or blood

samples have been taken, the samples will be preserved for a reasonable period of time and such employee will have the opportunity to take these samples to a reputable physician, or laboratory of his or her choosing for a re-testing. An employee shall be deemed to have failed an alcohol test if:

(1) The person has concentration of ten-hundredths (10/100) of one-percent (1%) or more by weight of alcohol in his blood;

(2) The person has a concentration of ten-hundredths (10/100) of one (1) gram or more by weight of alcohol per two hundred ten (210) liters of his breath;

(3) The person has a concentration of fourteen-hundredths (14/100) of one (1) gram or more by weight of alcohol per one hundred (100) milliliters of his urine.

Employees who may be drug or alcohol dependent are encouraged to voluntarily seek professional assistance through a reputable treatment program. The District's Employee Assistance Program (EAP) can provide counseling and referral. All records of an employee seeking medical rehabilitation for drug and/or alcohol dependency, either through the EAP or otherwise, will be kept strictly confidential. Voluntary assistance should be sought before dependency affects job performance so as to endanger fellow employees, the public, or otherwise adversely impact on the employee's ability to perform his or her job duties.

The EAP program does not supplant the normal discipline and grievance procedure. An employee subjected to disciplinary charges which include substance abuse on the job will be given access to the drug or alcohol screening results, the ability to have privately tested the blood or urine samples at an independent laboratory and the opportunity to rebut any allegations of substance abuse. Any charging letter issues to an employee which included allegations of substance abuse on the job shall list the basis upon which it was determined that there was

reasonable cause to believe the employee was using drugs or was under the influence of drugs or alcohol at work.

Any employee found to have positive screens for drugs and/or alcohol must be given medical clearance by a qualified physician acceptable to the District before returning to work.

An employee who fails a drug or alcohol test for the second time during his employment with the District may be discharged immediately by the District, subject to just cause and the provisions of the grievance procedure.

The District after bargaining with the Union, shall adopt random drug testing policies only for employees who are required to be randomly tested under law (e.g., Department of Transportation regulations regarding employees required to have a Commercial Driver's License).

The District is not responsible for any legal obligations and costs for claims based on the Union's duty of fair representation.

The Union shall be indemnified and held harmless by the District for any violation of an employee's constitutional, common law, or statutory rights.

The District agrees that it will implement this or a substantially similar drug/alcohol testing procedure with all other District employees.

## **ARTICLE 23**

### **DURATION OF AGREEMENT**

A. This Agreement shall be effective, July 1, 2024 through June 30, 2026.

In the event the District is able, by January 1, 2025, to certify the availability of funds to extend the Agreement for one additional year (from July 1, 2026 through June 30, 2027), the District will extend the Agreement and the Agreement shall remain in effect for the additional year.

If the Agreement is extended through June 30, 2027, pursuant to this section, the wage increase set forth in Appendix 9-A, effective July 1, 2026, attributable to the 2026-27 year, will go into effect.

If the District is unable to extend this Agreement for one additional year by the January 1, 2025 deadline, this Agreement shall remain in full force and effect from year to year thereafter unless on or before December 1, 2025 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.

B. The District shall make available to Local 777 upon its reasonable request, any and all available information, statistics and records relevant to negotiations or necessary for the implementation of the terms of this Agreement.

C. Alternate Dispute Resolution. The procedure set forth in Ohio Revised Code Section 4117.14 will be followed for negotiations commencing at the end of this Agreement, except that the fact-finding process must be scheduled such that the fact-finder's report must be submitted to the Parties no later than the third Monday in May of the applicable year. Bargaining unit members will be considered eligible to vote on the fact-finder's report provided they have: Paid their Union dues during that calendar year; and are on the CMSD payroll in the month of May of the applicable year. Nothing in this Agreement shall preclude the Parties from agreeing to an alternate dispute resolution procedure different from that specified above.

D. In the event that negotiations between the District and Local 777 reaches a point of impasse, federal mediation process shall be made no later than fifteen (15) calendar days prior to the expiration of the Agreement.

E. The parties agree that if the CTU has a different expiration date than that listed above, the dates set forth above shall be modified to be consistent with similar provisions of the CTU agreement.

#### **ARTICLE 24**

##### **SETTLEMENT OF ALL GRIEVANCES PRIOR TO RATIFICATION**

All grievances on file with the Administration regardless of the step that the grievances are at, be settled prior to the Union ratification of the new agreement.

#### **ARTICLE 25**

##### **MUTUAL RELEASES AND NO REPRISALS**

25.0 1978. No Reprisals and Releases. No employee of the District, including employees not represented by any of the Unity Committee Unions, shall suffer any discipline or reprisal of any kind, because of any activities arising out of or connected with the work stoppage which began on or about September 7, 1978, and was terminated by the effectuation of a new Agreement between the District and the Union.

The District, the Unity Committee and each of the Unions which are members of that Committee, and the officers, employees, members, agents and representatives of each, hereby mutually release each other from any and all demands, causes of action or liability of any kind from any activity arising out of or connected with the work stoppage which began on or about September 7, 1978 and was terminated by the effectuation of a new Agreement.

25.1 1979. Since the work stoppage, which began on or about October 18, 1979, by certain persons employed by the District, the District and the Unity Committee recognize that

there has been some difficulty in employees being able to get into their places of work, due to the fact that buildings were physically closed and/or the activities of pickets. It is the intention of the District to pay all employees who reported to work or made a sincere effort to report to work at their normal job site or at some alternative job site, such as another nearby school or another location designated by the District. The District hereby agrees to pay all employees for their regularly scheduled hours of work, if during said work stoppage, an employee had been recorded by a supervisory official of the District as having reported for work at any District location. Employees who work during said work stoppage shall have an opportunity to prepare affidavits explaining the efforts they made to report to work, including the locations and, where known, the names and/or positions of all personnel to whom they reported for each day for which they were not paid and are seeking payment.

Employees will be informed that falsification of such an affidavit could be the basis for disciplinary action, including discharge. The District shall appoint two (2) persons and the Unity Committee shall appoint three (3) persons to a Committee which shall regularly and promptly review these affidavits. A majority vote of the Committee shall determine which employees shall be paid. Payment shall be made as soon as possible after the Committee makes its decision. No affidavits shall be received and no claims for payment considered which are received more than four (4) weeks after the termination of said work stoppage and full resumption of normal operations of the school system.

25.2 1983-84. The District and the Union hereby mutually release each other from any and all claims or causes of action, other than those arising under the terms of this Agreement, which may have arisen out of or are related to the ongoing collective bargaining negotiations which will be terminated if this Agreement becomes effective, including, without limitation of

the generality of the foregoing, any claims or causes of action arising because employees were ill, or otherwise not at work, on December 5, 1983 and January 11 and 12, 1984. The District also agrees that no discipline will be imposed or any reprisals of any kind taken because of any activity of any employees which may have arisen out of or be related to said collective bargaining negotiations. This provision applies to the officers, employees, members, representatives, agents, and as applicable, their successors and assigns, heirs, or personal representatives, of the District and the Union.

## **ARTICLE 26**

### **CAPTIONS AND PARAGRAPH HEADINGS**

Captions and paragraph headings used herein are for convenience and not a part of this Agreement and shall not be used in construing it.

## **ARTICLE 27**

### **SAVINGS CLAUSE**

If any provision of this Agreement is found to be in violation of law by a final order of a court of competent jurisdiction or the District and the Union agree that said provision is in violation of the law, then said provision shall be considered void and the other provisions of this Agreement shall remain in effect during the term of this Agreement. The parties shall begin negotiations with respect to any provision or provisions of this Contract determined to be void or in violation of law, as specified herein, and any provision of this Contract affected by such a conclusion, within fifteen (15) days of the determination of such voidness or violation of the law.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed  
by their respective presidents and attested by their respective representatives.

THE BOARD OF EDUCATION OF THE  
CLEVELAND MUNICIPAL SCHOOL  
DISTRICT

CLEVELAND CUSTODIANS UNION,  
LOCAL NO. 777, SEIU

By: Warren G. Morgan 8-27-24  
Dr. Warren G. Morgan Date  
Chief Executive Officer

By: Jesse A. Dudas 8-27-24  
Jesse Dudas Date  
President, Chief Negotiator

**APPENDIX 1-A**

**“Grandfathered” Tier I Custodians as of July 1, 2024 per October 12, 2012 MOU**

Blair	Robert
Castro	Robert
Chambers	William
Creel	Michael
Dudas	Jesse
Frierson	Franchesco
Hall	Baron

Kemmett	Martin
Kershevich	Trevor
Moser	George
Smith	Lorenzo
Thomas	Carl
Vaughn	Frank

**APPENDIX 1-B**

**Tier I Facilities as of July 1, 2024**

<b>TIER I BUILDINGS-LICENSED</b>		
<b>BRACKET 14</b>	<b>BRACKET 15</b>	<b>BRACKET 16</b>
Brooklawn	Denison	Benjamin Franklin
Louis Agassiz	Michael White	Old Garrett Morgan (Kentucky)
Valley View	Washington Park	Newton D. Baker
<b>BRACKET 17</b>	<b>BRACKET 18</b>	<b>BRACKET 19</b>
Bard @ Shuler	Charles A. Mooney	Glenville
Clara E. Westropp		Woodland Data Center
Ginn Academy		
Tremont		
<b>BRACKET 20</b>		
Collinwood		
East Tech		
Lincoln-West		

**APPENDIX 5-A**

**Evaluation Form**

The Parties agree, as a Memorandum of Understanding, that Appendix 5-A will be reviewed annually and any changes shall be by mutual agreement.

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# Cleveland Metropolitan School District

## Performance Evaluation for Represented Educational Support Staff

May 22, 2014

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

Position: \_\_\_\_\_

Evaluation Period: From: \_\_\_\_\_ To: \_\_\_\_\_

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

## APPENDIX 5-A (continued)

### 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 comments section of the form.
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.

## APPENDIX 5-A

(continued)

### 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.

## APPENDIX 5-A

(continued)

### **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 21<sup>st</sup> 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 21<sup>st</sup> 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.

## APPENDIX 5-A

(continued)

### 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*.

## APPENDIX 5-A

(continued)

**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	<b>Possesses and Applies Job Knowledge</b>	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	<b>Development of Job Knowledge</b>	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	<b>Problem Solving Ability</b>	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						

**APPENDIX 5-A**  
(continued)

<b>Performance Factor #2: Professionalism</b>						
<b>Exhibits behaviors required to be successful in position and set a positive example for others</b>						
	<b>Sub-Factor</b>	<b>Ineffective/At Risk (I)</b>	<b>Marginal (M)</b>	<b>Skilled (S)</b>	<b>Accomplished (A)</b>	<b>Exemplary (E)</b>
<b>2a</b>	<b>Communications Effectiveness</b>	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.
<b>Rating</b>						
<input type="checkbox"/>						
<b>2b</b>	<b>Maintains Confidentiality</b>	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.
<b>Rating</b>						
<input type="checkbox"/>						
<b>2c</b>	<b>Appearance As Defined In Board Policy Or The CBA Applicable To The Position. (List as N/A if there is no defined policy.)</b>	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.		
<b>Rating</b>						
<input type="checkbox"/>						
<b>2d</b>	<b>Co-Worker Collaboration &amp; Teamwork</b>	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.
<b>Rating</b>						
<input type="checkbox"/>						

## APPENDIX 5-A

(continued)

**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)
<b>3a</b>  <b>Rating</b> <input type="checkbox"/>	<b>Effectively Utilizes The S.T.A.R.T Approach To Interact With Students, Parents, Staff And Community Stakeholders To Understand Their Customer Service Needs</b>	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.
	<ul style="list-style-type: none"> <li>• <u>S</u>mile and greet warmly</li> <li>• <u>T</u>ell your name, role, and what to expect</li> <li>• <u>A</u>ctive listening and assistance</li> <li>• <u>R</u>apport and relationship building</li> <li>• <u>T</u>hank the person</li> </ul>					
<b>3b</b>  <b>Rating</b> <input type="checkbox"/>	<b>Effectively Utilizes The H.E.A.R.T. Approach To Resolve Customer Service Issues In A Timely Manner</b>	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 S.T.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 S.T.A.R.T Approach to resolve customer service issues and finding solutions to even the most difficult situations. Serves as a resource to others.
	<ul style="list-style-type: none"> <li>• <u>H</u>ear</li> <li>• <u>E</u>mpathize</li> <li>• <u>A</u>pologize</li> <li>• <u>R</u>espond</li> <li>• <u>T</u>hank</li> </ul>					

**APPENDIX 5-A**  
(continued)

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)	
<b>4a</b>  <b>Adaptability/ Flexibility</b>  <b>Rating</b> <input type="checkbox"/>	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.	
<b>4b</b>  <b>Initiative</b>  <b>Rating</b> <input type="checkbox"/>	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.	
<b>4c</b>  <b>Planning, Organizing &amp; Time Management</b>  <b>Rating</b> <input type="checkbox"/>	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.	
<b>4d</b>  <b>Attendance</b>  <b>Rating</b> <input type="checkbox"/>	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.	

**APPENDIX 5-A**  
(continued)

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	<b>Understands Safety Laws, Rules, Policies and Practices Pertaining To The Position</b>	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.
<b>Rating</b>						
5b	<b>Adheres To Safety Laws, Rules, Policies &amp; Practices Pertaining To The Position</b>	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 supervisor 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.
<b>Rating</b>						
5c	<b>Understands &amp; Practices Role In District Safety Plans</b>	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.
<b>Rating</b>						

## APPENDIX 5-A

(continued)

<b>Performance Factor #6: Leadership Effectiveness</b> (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  Rating <input type="checkbox"/>	<b>Planning &amp; Prioritizing Work of Others</b>	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.
6b  Rating <input type="checkbox"/>	<b>Work Direction</b>	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.
6c  Rating <input type="checkbox"/>	<b>Training Capabilities</b>	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.

# APPENDIX 5-A

(continued)

## Summary of Ratings

### Sub-Factor Ratings (Note With An X)

	Ineffective/At Risk	Marginal	Skilled	Accomplished	Exemplary
<b>1. Job Knowledge</b>					
a. Possesses and Applies Job Knowledge					
b. Development of Job Knowledge					
c. Problem Solving Ability					
<b>2. Professionalism</b>					
a. Communications Effectiveness					
b. Maintains Confidentiality					
c. Appearance					
d. Co-Worker Collaboration and Teamwork					
<b>3. Customer Service</b>					
a. Effectively Utilizes the START Approach					
b. Effectively Utilizes the HEART Approach					
<b>4. Work Habits</b>					
a. Adaptability/Flexibility					
b. Initiative					
c. Planning, Organizing and Time Management					
d. Attendance					
<b>5. Safety</b>					
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					
<b>6. Leadership Effectiveness</b>					
a. Planning and Prioritizing Work of Others					
b. Work Direction					
c. Training Capabilities					

Ineffective/At Risk

Skilled

Accomplished

Exemplary

**Total Performance Rating:**

**APPENDIX 5-A**

*(continued)*

**Summary of Accomplishments and Development Needs**

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

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 \_\_\_\_\_

**APPENDIX 5-A**  
*(continued)*

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: \_\_\_\_\_

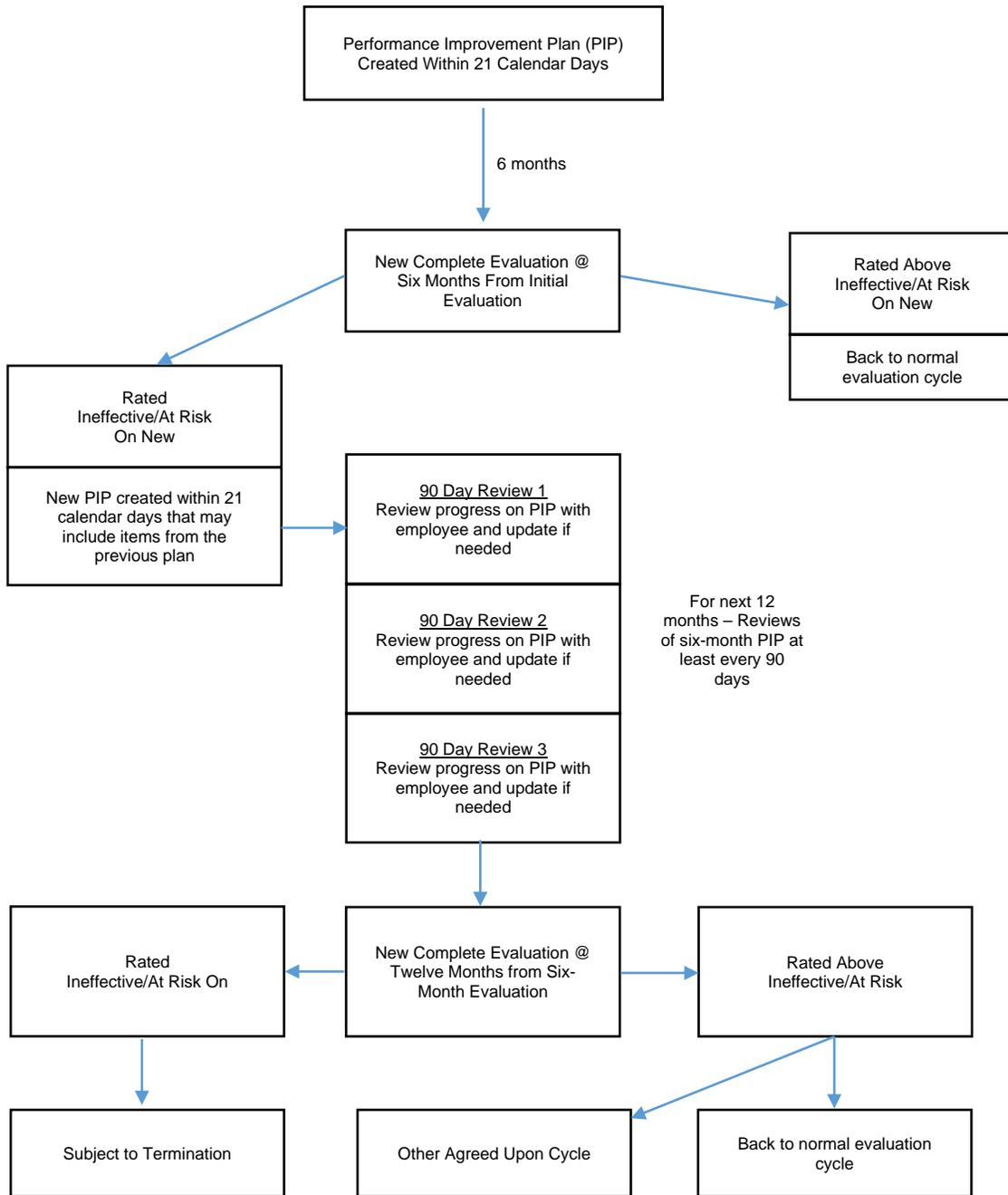
Date: \_\_\_\_\_

Approved by: \_\_\_\_\_

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

**APPENDIX 5-A**  
(continued)

Performance Improvement Plan Flow Chart



## APPENDIX 8-A

### Permit Form Referenced in Section 8.2.2.5

Activities under this permit shall be closed and the building vacant at the time the permit specifies; otherwise an extension of time must be requested and the Custodian's Daily Permit Report signed by the holder of the permit and mailed by the Custodian of the Building Operations Office. The Custodian and staff will be allowed one hour before the starting time of the permit to prepare the building and fifteen minutes after the building has been vacated to inspect and lock the building. This additional time will be charged to the holder of the permit. **DONOT INCLUDE THIS TIME IN YOUR REQUEST.**

**No overtime will be incurred with a permit that falls within the Custodian and Assistant Custodian's work day.**

**Cancellations:** Requests for the cancellation of permits shall be received in writing at least forty-eight hours in advance of the effectiveness of the permit. Non-Use or **failure to secure cancellation shall not excuse the applicant** from payment of costs incurred.

**ALL PERMITS SHALL BE CONSIDERED VOID DURING THE FOLLOWING HOLIDAYS:**

Martin Luther King Day, Presidents' Day, Easter Vacation, Memorial Day, July 4<sup>th</sup>, Labor Day, Veteran's Day, Thanksgiving Day, Christmas and New Year Vacation. When a holiday falls on Thursday, school will be closed on Friday. Permits in effect on Sundays and Holidays are paid at the rate of double time.

**Renewals:** Persons desiring to use school property at regular intervals throughout the season may arrange to have their permits automatically renewed by promptly paying the cost of previous meetings, leaving the deposit as a guarantee for future payments.

**Refunds:** The balance remaining from the deposit after the charges have been deducted at the conclusion of your activity will be mailed to the applicant as soon as the Custodian's Daily Permit Report is received and the account can be closed. Ordinarily, this will require fifteen days.

**Requests for outside use: Please Refer All Requests To The Building Operations Office. All Requests Shall Be Made At Least Six Weeks Prior To Use.**

PERMIT FAXED TO SCHOOL SITE    Y    N    DATE:

## **APPENDIX 9-A**

### **General Wage Increase**

For all positions, effective July 1, 2024, all base wages will receive an increase of 4.0%, rounded to the nearest cent.

Effective July 1, 2025, all base wages will receive an increase of 2.0%, rounded to the nearest cent.

In the event the contract is extended to the 2026-27 year in advance of the January 1, 2025, deadline identified in the Duration section of this Agreement, effective July 1, 2026, all base wages will receive an increase of 3.0%, rounded to the nearest cent.

Differentials, Longevity Increments and Stipends identified within the agreement will not be subject to the above wage increases.

APPENDIX 9-B

**Compensation Schedules  
Classified Hourly Schedule 2024-2025 to 2026-2027  
Custodian Positions**

**Tier I Rates**

Job Class	Group	Square Feet Floor Area	2024-2025 4%	2025-2026 2%	2026-2027 3%
630010	14	0 - 50,000	\$30.94	\$31.56	\$32.51
	15	50,001 - 75,000	\$32.56	\$33.21	\$34.21
	16	75,001 - 100,000	\$33.39	\$34.06	\$35.08
	17	100,001 - 150,000	\$33.46	\$34.13	\$35.15
	18	150,001 - 200,000	\$34.28	\$34.97	\$36.02
	19	200,001 - 250,000	\$34.64	\$35.33	\$36.39
	20	250,001 and up	\$35.47	\$36.18	\$37.27

**Tier II Rates**

Job Class	Group	Square Feet Floor Area	2024-2025 4%	2025-2026 2%	2026-2027 3%
630010	14	0 - 50,000	\$26.29	\$26.82	\$27.62
	15	50,001 - 75,000	\$26.88	\$27.42	\$28.24
	16	75,001 - 100,000	\$27.53	\$28.08	\$28.92
	17	100,001 - 150,000	\$27.58	\$28.13	\$28.97
	18	150,001 - 200,000	\$28.28	\$28.85	\$29.72
	19	200,001 - 250,000	\$28.58	\$29.15	\$30.02
	20	250,001 and up	\$29.27	\$29.86	\$30.76

Job Class	Job Profile	2024-2025 4%	2025-2026 2%	2026-2027 3%
630011	Facilities Trainer	\$39.02 (Tier I Bracket 20 plus 10%)	\$39.80 (Tier I Bracket 20 plus 10%)	\$41.00 (Tier I Bracket 20 plus 10%)
630013	Facilities Maintenance Coordinator and Trainer	\$37.24 (Tier I Bracket 20 plus 5%)	\$37.99 (Tier I Bracket 20 plus 5%)	\$39.13 (Tier I Bracket 20 plus 5%)
	Various Custodian	\$33.39 (Per Section 1.3 of CBA, Tier I, Bracket 16)	\$34.06 (Per Section 1.3 of CBA, Tier I, Bracket 16)	\$35.08 (Per Section 1.3 of CBA, Tier I, Bracket 16)
	Multi-Site Custodian	\$35.47 (Tier I Bracket 20) or \$29.27 (Tier II Bracket 20 only if two Tier II facilities staffed by a Tier II Custodian)	\$36.18 (Tier I Bracket 20) or \$29.86 (Tier II Bracket 20 only if two Tier II facilities staffed by a Tier II Custodian)	\$37.27 (Tier I Bracket 20) or \$30.76 (Tier II Bracket 20 only if two Tier II facilities staffed by a Tier II Custodian)

**APPENDIX 9-B**

*(continued)*

*Effective for the 2016-17 School Year*

\* Individuals new to the position of custodian will be compensated at the Tier II Rate unless assigned to a Tier I building identified below:

Benjamin Franklin	Newton D Baker
Brooklawn	Tremont
Bard @ Shuler	Valley View
Charles Mooney	Washington Park
Clara Westropp	Woodland Data
Collinwood	
Denison	
East Tech	
Old Garrett Morgan (Kentucky)	
Ginn Academy	
Glenville	
Lincoln West	
Louis Agassiz	
M. R. White	

**APPENDIX 9-C**

**Longevity Anniversary Increments**

<b>Service Completed as of August 31 and January 31</b>	<b>Increment Hourly Base 2017-2018 School Year</b>	<b>Increment Hourly Base 2018-2019 School Year</b>
20 years	\$0.41	\$0.42
25 years	\$0.89	\$0.91
30 years	\$1.48	\$1.52
35 years	\$2.21	\$2.27

Pursuant to Section 12.6, longevity will be frozen midnight, June 30, 2012 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. Any employee hired after July 1, 2011 will not be eligible at any time to receive longevity.

## APPENDIX 12-B

(continued)

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## APPENDIX 12-B

### Severance Pay Plan

A. Notwithstanding anything in this Resolution or existing Board policies to the contrary, in accordance with the terms of this Agreement and any related provisions of a plan document adopted by the Board to comply with the requirements of Internal Revenue Code (“IRC”) Section 403(b), retiring employees described in Section 3 shall have their severance pay mandatorily paid into an annuity contract or custodial account that is designed to meet the tax-qualification requirements of IRC Section 403(b) (a “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 the effective date of this Article.

B. Participation in the 403(b) Plan shall be mandatory for a bargaining unit member who retires after the calendar year the employee has attained age 54 and is entitled to “Severance Pay” (as defined below). 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 term “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 member under Article 26; and

2. CMSD and Local 777 will work with legal counsel and tax consultants for the purpose of exploring if those bargaining unit members who accepted the Employee Separation Plan and will retire in Summer 2007 can access the tax shelter annuity program.

D. If a retiring employee is a Participant in the 403(b) Plan, an employer contribution shall be made on his or 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 that 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

## APPENDIX 12-B

*(continued)*

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 member.

G. If a bargaining unit member 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 member 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 member's employment. However, in accordance with the requirements of IRC Section 403(b) and other applicable federal income tax law, a bargaining unit member may elect to have all or a portion of the bargaining unit member'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) (a "Section 457 Plan") that is otherwise maintained by the Board 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.

H. If a bargaining unit member 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 member 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 member; provided, however, that if the bargaining unit member had no TSA or Section 457 Plan, the deferred amount shall instead be paid to the deceased bargaining unit member's estate. If a bargaining unit member is entitled to a cash payment of severance pay, to the extent that the bargaining unit member 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 member.

I. All contributions to the 403(b) Plan and all deferrals to a TSA or Section 457 Plan, and all cash payments to bargaining unit members, shall be subject to reduction for any tax withholding or other withholding that the CFO determines is required by law. Neither the Board, nor the CFO, nor the Cleveland Custodians Union 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 member.

J. The CFO of the School District may execute any and all legal documents that may be required to establish and maintain the 403(b) Plan, including, without limitation, hold

**APPENDIX 12-B**

*(continued)*

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.

## APPENDIX 12-C

### FMLA

1. Under the Family and Medical Leave Act of 1993 (“FMLA”), up to twelve (12) weeks of leave without pay during any twelve (12) month period are provided to eligible employees for certain family and medical reasons. Employees are eligible if they have been employed by the District for at least twelve (12) months, and worked at least 1,250 hours over the twelve (12) month period preceding the leave. This twelve (12) month period need not be consecutive, and will be calculated according to the pertinent provisions of the FMLA.
2. Definition of Immediate Family for Family and Medical Leave Act (FMLA) shall be: spouse, child, or parent. Child means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time that FMLA leave is to commence. Parent means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the employee when the employee was a child as defined by this paragraph. This term does not include parents “in law.”
3. FMLA leave without pay will be granted for any of the following reasons:
  - 3.1 The birth of a child, the care of a newborn child, or placement of a child with the bargaining unit member for adoption or foster care;
  - 3.2. A serious health condition of the bargaining unit member that renders him or her unable to perform his or her job functions;
  - 3.3 In order to care for a bargaining unit member’s child, spouse, or parent who has a serious health condition; or
  - 3.4. A “qualifying exigency” arising out of the fact that the employee’s spouse, child or parent is called to covered active duty (or notified of an impending call or order to active duty) with the Armed Forces, including the National Guard and Reserves.
4. Paid vacation leave or sick leave shall run concurrently with FMLA leave, provided, however, an employee may hold back five (5) days of paid leave not to run concurrently with FMLA leave, such employee election shall occur at the beginning of the leave.
5. If the employee fails to provide at least thirty (30) days advance notice when the leave is foreseeable, the requested leave may be delayed until at least thirty (30) days after the date the employee provides notice to the District. If the employee fails to provide a medical or other certification to the Office of Human Resources to support a request for leave, leave may be delayed until certification is provided. If the employee never produces certification, the leave is not FMLA leave. The District may, at its own expense, request a second (2<sup>nd</sup>) opinion to verify the appropriateness of the medical or other certification provided for the proposed FMLA leave.

**APPENDIX 12-C**  
(continued)

If the opinions of the employee's and the District's designated health care providers differ, the District may require the employee to obtain certification from a third health care provider, again at the District's expense. This third opinion shall be final and binding. The third health care provider must be designated or approved jointly by the District and the employee. Each must act in good faith to attempt to reach agreement on whom to select for the third opinion provider. If the employee or the employee's family member fails to authorize his or her health care provider to release all relevant medical information pertaining to the health condition at issue, as requested by the health care provider for the second/third opinion, the District may deny the FMLA leave. However, if the District requests a second and/or third opinion, and the employee authorizes his or her health care provider to release the relevant medical information, the employee is provisionally entitled to the FMLA leave pending the District's receipt of the relevant medical information.

6. Group health benefits will be continued for the duration of an FMLA leave. If the employee goes into an unpaid status, arrangements must be made by the employee to continue the employee's contribution towards insurance coverage. Upon return, an employee will be restored to his or her original or an equivalent position with equivalent pay, benefits and other employment terms.

7. A "rolling" twelve (12) month period, measured retrospectively from the date an employee uses any FMLA leave, shall be used to determine the "twelve (12) month period" in which the twelve (12) weeks of FMLA leave entitlement occurs.

8. Family and Medical Leave may be used on a continuous basis. It may also be used on an intermittent basis, or as a reduced work schedule as provided by law. Application for FMLA is made to the Office of Human Resources, who will review and approve FMLA requests.

9. When intermittent or reduced work schedule leave is foreseeable due to planned medical treatment, the employee must make reasonable efforts to schedule the treatment so as not to unduly disrupt the District's operation.

10. Nothing in this section shall be deemed to create any additional benefits, rights, or entitlements to bargaining unit members beyond those provided by the provisions of the FMLA or applicable law of the state of Ohio. For the purpose of implementing this FMLA policy, the definitions and provisions of the FMLA in effect at that time shall be followed when necessary to ensure compliance with the law.

**APPENDIX 13-A**

**Cleveland Metropolitan School District  
Payroll Deductions (Bi-Monthly)  
Eff. 1/1/22**

<b>CLEVELAND CUSTODIANS UNION</b>	<b>CALENDAR YEAR</b>			
<b>Full Time Employees</b>	<b>Single – Wellness</b>	<b>Single – No Wellness</b>	<b>Family<sup>1</sup> – Wellness</b>	<b>Family<sup>1</sup> – No Wellness</b>
Anthem	\$42.50 <sup>2</sup>	\$55.00 <sup>2</sup>	\$95.00 <sup>2</sup>	\$117.50 <sup>2</sup>
UHChoice	\$17.50	\$25.00	\$50.00	\$60.00
MMO-SuperMed Plus PPO	\$42.50 <sup>2</sup>	\$55.00 <sup>2</sup>	\$95.00 <sup>2</sup>	\$117.50 <sup>2</sup>
Basic Dental	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Enhanced Dental	\$6.83		\$22.15	
Vision – Spectera	\$0.00			

<sup>1</sup>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).

<sup>2</sup>For Anthem and MMO coverage, at present the 2022 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.

## APPENDIX 13-B

### Medical Benefit Summary

<b>BENEFITS</b>	<b>UHCHOICE Network Only</b> (No coverage if outside UHChoice, except in emergency)	<b>ANTHEM Network / Non-Network</b>	<b>MMO -SUPERMED PLUS PPO Network / Non-Network</b>
<b>Hospital Services</b> (Emergency Co-pay (ER)) (Urgent Care Co-pay (UC))	\$50.00 Co-Pay (ER) \$25.00 Co-pay (UC)	\$100.00 Co-pay (ER) \$35.00 Co-pay (UC) / 70%	\$100.00 Co-pay (ER) \$35.00 Co-pay (UC) / 80%
<b>Physician Services</b> (Office Visit or Telemed)	\$10.00 Co-pay	\$20.00 Co-pay / 70%	\$20.00 Co-pay / 80%
<b>Specialist Office Visit</b>	\$25.00 Co-pay	\$30.00 Co-pay / 70%	\$30.00 Co-pay / 80%
<b>Physician Services</b> (Surgery, 2 <sup>nd</sup> Surgery Opinion)	100%	100% / 70%	100% / 80%
<b>Physician Services</b> (X-Ray & Lab)	100%	100% / 70%	100% / 80%
<b>Prescription Drug</b> Generic Formulary Non-Formulary	\$5.00 Co-pay \$10.00 Co-pay \$10.00 Co-pay	\$5.00 Co-pay \$15.00 Co-pay \$20.00 Co-pay	\$5.00 Co-pay \$15.00 Co-pay \$20.00 Co-pay
<b>Contraceptives</b>	Covered	Covered	Covered
<b>Mail Order Days Supply per Prescription</b> Generic Formulary Non-Formulary	90 Days \$5.00 Co-pay \$10.00 Co-pay \$10.00 Co-pay	90 Days \$10.00 Co-pay \$30.00 Co-pay \$40.00 Co-pay	90 Days \$10.00 Co-pay \$30.00 Co-pay \$40.00 Co-pay
<b>Physical / Occupational Therapy</b> Annual Maximum	\$10.00 Co-pay Up to 2 months or 30 visits per therapy, whichever is greater	\$15.00 Co-pay / 70% 60 visits	\$15.00 Co-pay / 80% 60 visits
<b>Speech Therapy</b> Annual Maximum	\$10.00 Co-pay Up to 2 months or 30 visits, whichever is greater	\$15.00 Co-pay / 70% 20 visits per benefit period	\$15.00 Co-pay / 80% 20 visits per benefit period
<b>Mental Health (MH) and Substance Abuse (SA)</b>			
Mental Health – Inpatient	100%	100 % / 70%	100 % / 80%
Substance Abuse – Inpatient	100%	100% / 70%	100% / 80%
MH & SA – Inpatient (Combined)	Unlimited	Unlimited	Unlimited
Mental Health - Outpatient	\$10.00 Co-pay	\$15.00 Co-pay / 70% after deductible	\$15.00 Co-pay / 80% after deductible
Substance Abuse - Outpatient	100%	\$15 Co-pay / 70% after deductible	\$15 Co-pay / 80% after deductible

**APPENDIX 13-B**

*(continued)*

<b>BENEFITS</b>	<b>UHCHOICE Network Only</b> (No coverage if outside UHChoice, except in emergency)	<b>ANTHEM Network / Non-Network</b>	<b>MMO -SUPERMED PLUS PPO Network / Non-Network</b>
MH & SA – Outpatient (Combined)	Unlimited	Unlimited	Unlimited
<b>Major Medical</b>			
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 13-C**

**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"> <li>• Cholesterol screening</li> <li>• Glucose screening</li> <li>• Blood Pressure screening</li> <li>• Body Mass Index (BMI)</li> </ul>		Yes _____ No _____
2) The patient named above completed and submitted the CMSD Physician Health Risk Assessment to me on or after 11/1/2016.		Yes _____ No _____

\_\_\_\_\_  
Physician/Physician Assistant/Nurse Practitioner Signature

\_\_\_\_\_  
Date

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

<b><i>Via Email:</i></b> <a href="mailto:CMSDHRA@Hylant.com">CMSDHRA@Hylant.com</a>	<b><i>Via Mail:</i></b> Hylant Attn: CMSD HRA 6000 Freedom Square Dr Ste 400 Cleveland, OH 44131
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## APPENDIX 13-D

### ACA Appendix Insert

12/8/2016

HHS.gov  
Health Care

U.S. Department of Health & Human Services

## Preventive Services Covered Under the Affordable Care Act

If you have a new health insurance plan or insurance policy beginning on or after September 23, 2010, the following preventive services must be covered without your having to pay a copayment or co-insurance or meet your deductible. This applies only when these services are delivered by a network provider.

- [Covered Preventive Services for Adults](#)
- [Covered Preventive Services for Women, Including Pregnant Women](#)
- [Covered Preventive Services for Children](#)

### 15 Covered Preventive Services for Adults

1. [Abdominal Aortic Aneurysm](#) one-time screening for men of specified ages who have ever smoked
2. [Alcohol Misuse](#) screening and counseling
3. [Aspirin](#) use for men and women of certain ages
4. [Blood Pressure](#) screening for all adults
5. [Cholesterol](#) screening for adults of certain ages or at higher risk
6. [Colorectal Cancer](#) screening for adults over 50
7. [Depression](#) screening for adults
8. [Type 2 Diabetes](#) screening for adults with high blood pressure
9. [Diet](#) counseling for adults at higher risk for chronic disease
10. [HIV](#) screening for all adults at higher risk
11. [Immunization](#) vaccines for adults—doses, recommended ages, and recommended populations vary:
  - Hepatitis A
  - Hepatitis B
  - Herpes Zoster
  - Human Papillomavirus

## APPENDIX 13-D

(continued)

12/8/2016

- Influenza (Flu Shot)
- Measles, Mumps, Rubella
- Meningococcal
- Pneumococcal
- Tetanus, Diphtheria, Pertussis
- Varicella

[Learn more about immunizations and see the latest vaccine schedules.](#)

12. **Obesity** screening and counseling for all adults

13. **Sexually Transmitted Infection (STI)** prevention counseling for adults at higher risk

14. **Tobacco Use** screening for all adults and cessation interventions for tobacco users

15. **Syphilis** screening for all adults at higher risk

## 22 Covered Preventive Services for Women, Including Pregnant Women

The eight new prevention-related health services marked with an asterisk ( \* ) must be covered with no cost-sharing in plan years starting on or after August 1, 2012.

1. **Anemia** screening on a routine basis for pregnant women
2. **Bacteriuria** urinary tract or other infection screening for pregnant women
3. **BRCA** counseling about genetic testing for women at higher risk
4. **Breast Cancer Mammography** screenings every 1 to 2 years for women over 40
5. **Breast Cancer Chemoprevention** counseling for women at higher risk
6. **Breastfeeding** comprehensive support and counseling from trained providers, as well as access to breastfeeding supplies, for pregnant and nursing women\*
7. **Cervical Cancer** screening for sexually active women
8. **Chlamydia Infection** screening for younger women and other women at higher risk
9. **Contraception**: Food and Drug Administration-approved contraceptive methods, sterilization procedures, and patient education and counseling, not including abortifacient drugs\*
10. **Domestic and Interpersonal Violence** screening and counseling for all women\*
11. **Folic Acid** supplements for women who may become pregnant
12. **Gestational diabetes** screening for women 24 to 28 weeks pregnant and those at high risk of developing gestational diabetes\*

## APPENDIX 13-D (continued)

\* 12/8/2016

13. Gonorrhea screening for all women at higher risk

Hepatitis B screening for pregnant women at their first prenatal visit

15. Human Immunodeficiency Virus (HIV) screening and counseling for sexually active women\*

16. Human Papillomavirus (HPV) DNA Test; high risk HPV DNA testing every three years for women with normal cytology results who are 30 or older\*

17. Osteoporosis screening for women over age 60 depending on risk factors

18. Rh Incompatibility screening for all pregnant women and follow-up testing for women at higher risk

19. Tobacco Use screening and interventions for all women, and expanded counseling for pregnant tobacco users

20. Sexually Transmitted Infections (STI) counseling for sexually active women\*

21. Syphilis screening for all pregnant women or other women at increased risk

22. Well-woman visits to obtain recommended preventive services\*

[Learn more about Affordable Care Act Rules on Expanding Access to Preventive Services for Women.](#)

(Effective August 1, 2012)

## 26 Covered Preventive Services for Children

1. Alcohol and Drug Use assessments for adolescents

2. Autism screening for children at 18 and 24 months

3. Behavioral assessments for children of all ages

Ages: 0 to 11 months, 1 to 4 years, 5 to 10 years, 11 to 14 years, 15 to 17 years.

4. Blood Pressure screening for children

Ages: 0 to 11 months, 1 to 4 years, 5 to 10 years, 11 to 14 years, 15 to 17 years.

5. Cervical Dysplasia screening for sexually active females

6. Congenital Hypothyroidism screening for newborns

7. Depression screening for adolescents

8. Developmental screening for children under age 3, and surveillance throughout childhood

9. Dyslipidemia screening for children at higher risk of lipid disorders

Ages: 1 to 4 years, 5 to 10 years, 11 to 14 years, 15 to 17 years.

Fluoride Chemoprevention supplements for children without fluoride in their water source

## APPENDIX 13-D

(continued)

12/8/2016

11. **Gonorrhea** preventive medication for the eyes of all newborns
12. **Hearing** screening for all newborns
13. **Height, Weight and Body Mass Index** measurements for children  
Ages: 0 to 11 months, 1 to 4 years, 5 to 10 years, 11 to 14 years, 15 to 17 years.
14. **Hematocrit or Hemoglobin** screening for children
15. **Hemoglobinopathies** or sickle cell screening for newborns
16. **HIV** screening for adolescents at higher risk
17. **Immunization** vaccines for children from birth to age 18 —doses, recommended ages, and recommended populations vary:
  - o Diphtheria, Tetanus, Pertussis
  - o Haemophilus influenzae type b
  - o Hepatitis A
  - o Hepatitis B
  - o Human Papillomavirus
  - o Inactivated Poliovirus
  - o Influenza (Flu Shot)
  - o Measles, Mumps, Rubella
  - o Meningococcal
  - o Pneumococcal
  - o Rotavirus
  - o Varicella

[Learn more about immunizations and see the latest vaccine schedules.](#)
18. **Iron** supplements for children ages 6 to 12 months at risk for anemia
19. **Lead** screening for children at risk of exposure
20. **Medical History** for all children throughout development  
Ages: 0 to 11 months, 1 to 4 years, 5 to 10 years, 11 to 14 years, 15 to 17 years.  
**Obesity** screening and counseling

**APPENDIX 13-D**  
*(continued)*

12/8/2016

22. **Oral Health** risk assessment for young children

Ages: 0 to 11 months, 1 to 4 years, 5 to 10 years.

23. **Phenylketonuria (PKU)** screening for this genetic disorder in newborns

24. **Sexually Transmitted Infection (STI)** prevention counseling and screening for adolescents at higher risk

25. Tuberculin testing for children at higher risk of tuberculosis

Ages: 0 to 11 months, 1 to 4 years, 5 to 10 years, 11 to 14 years, 15 to 17 years.

26. **Vision** screening for all children

[Learn more about the U.S. Preventive Services Task Force Recommendations.](#)

*Posted on: September 23, 2010*

Content created by Assistant Secretary for Public Affairs (ASPA)

Content last reviewed on September 27, 2012

**APPENDIX 13-E**

**Vision Benefit Summary**

<b>United Healthcare Optical Vision Plan</b>	
<b>Description</b>	<b>Employee Benefit/Co-pay</b>
<p><b>Examination</b></p> <p>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</p>	Exam \$0 Co-pay
<p><b>Lenses/Frames</b></p> <p>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. Covered in full, including lens options such as tinted lenses and scratch-resistant coatings</p>	Single Vision \$45.00 Co-pay Standard Bifocals Standard Trifocals Lenticular or Aphakic Lens Frames on display
<p><b>Contact Lenses</b></p> <p>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. In lieu of spectacle lenses and a frame, employees and dependents may choose contact lenses. Cosmetic and Medically Necessary contact lenses are covered in full (up to 4 boxes of disposable lenses)</p>	Contact lenses \$45.00 Co-pay

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.

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

**APPENDIX 13-F**

**Dental Benefit Summary**

<b>MetLife Insurance Effective 1/1/19</b>				
<b>Description</b>	<b>Basic</b>		<b>Enhanced</b>	
<b>Deductible</b>	\$25.00 Individual \$50.00 Family		\$25.00 Individual \$50.00 Family	
<b>Calendar Year Maximum</b>	\$1,500.00 per person		\$2,500.00 per person	
	<b>In- Network</b>	<b>Out-of- Network</b>	<b>In- Network</b>	<b>Out-of- Network</b>
<b>Preventative</b> 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**
<b>Basic</b> 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**
<b>Major</b> 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**
<b>Orthodontics</b> – 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**
<b>Orthodontia Lifetime Maximum</b>	\$1,500 per person	\$1,500 per person	\$2,500 per person	\$2,500 per person
* PDP Fee refers to the negotiated fees that participating PDP dentists have agreed to accept as payment in full.				
**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.				

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 a full-time student.

## **APPENDIX 13-G**

### **Cleveland Municipal Schools' Return to Work/Transitional Work Program**

#### **Statement of Policy**

Cleveland Municipal Schools has experienced ever increasing costs in the area of Workers' compensation. It is the goal of both management and labor through the Cleveland Municipal School District Transition Committee (the "Committee"), to implement a return to work/transitional work program as well as benefiting the injured employee and the District. The Committee shall be comprised of District designated representatives and the President, or designee, of each Union. The Committee shall address those issues mutually agreed among the parties, including but not limited to, ergonomics, procedures and educational efforts to reduce workplace accidents and injuries, purchasing of equipment to reduce such accidents and injuries (e.g., back braces, equipment to carry chairs upstairs). The Committee shall consider, discuss and review specific employee cases. 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
- Maintain accrual of sick leave, vacation leave
- Continuation of paid health care and pension contributions

#### **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 the 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 duties assignments and transitional work are meant to be temporary, not permanent work assignments.

## **APPENDIX 13-G**

*(continued)*

### **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 Municipal 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 American 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 on permanent work restrictions.
- Focus on what the employees can do, not on what he or she cannot do.
- Focus on what 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, the District's intent is to return the employee 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.)

## APPENDIX 13-G

(continued)

Managed return 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 are not considered to be regular bid jobs or to become regular bid jobs. Such positions within Local 777's bargaining unit are intended for employees of that bargaining unit and not employees of any other bargaining unit unless specifically agreed to by the District and Local 777. Any placement outside of Local 777's bargaining unit of a Local 777 bargaining unit member will only occur should no light duty positions be available within Local 777's bargaining unit and the District has transitional work assignments available that are within the member's capabilities and are not located within another bargaining unit's jurisdiction.

**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. Accommodations 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 to not to perform specific activities or to complete only a limited number of 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. If the employee refuses to participate in such alternative work assignment, the employee will not participate in the program. 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 workers 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 employees 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 setting.

### **Coordinating with Treating Physician**

A Cleveland Municipal Schools preferred provider network and facility(s) will be selected through the Cleveland Municipal School District Transitional Work Committee. The employee will not be responsible for the cost of treatment by the CMSD preferred provider network and facility.

## **APPENDIX 13-G**

*(continued)*

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. All program costs relating to such treatment shall be paid by the District. 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, to returning to work under the options described above. This plan will include any necessary rehabilitation plan to be followed, the approximate duration of 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 his/her personal physician provided the program physician's recommendations are followed and the employee continues to follow up with the program physician and follows that physician's treatment recommendations as directed. The employee will sign any necessary waivers to allow the employee's personal physician(s) to release information to the program physician. The employee's personal 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, wherein the employee reports said injury within twenty-four (24) hours of the incident of illness or injury, paid leave shall be granted by the District.

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 only to the physician of their choice are NOT entitled to any paid wage continuation benefits contained in this program.

## **APPENDIX 13-G**

*(continued)*

### **Compensation**

An employee working in the return to work/transitional work program will be compensated at their regular rate of pay and all benefits. 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 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 District. If scheduling during non-work hours is not possible, an employee shall be given up to two (2) hours release time, 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 his/her regular job or alternate position, he/she will no longer be eligible for the District's Salary/Wage Transitional Work program. In this event, he/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.

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 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 regarding 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/she becoming ineligible for the program.

**APPENDIX 13-H  
Transitional Work Agreement**

**Transitional Work Agreement**

<b>Injured Employee Information</b>			
Name (Last)	(First)	(M.I.)	DOI
			BWC Claim #:
Union Membership			
TW Assignment Position:		Current Department/Division:	
		TW Department/Division	
<p>As an injured employee of the City of Cleveland, I agree to participate in the Transitional Work Program (TWP). I understand that my TWP assignment will consider and be consistent with the restrictions set by my medical provider. I further acknowledge that while in the TWP, I will follow all workplace rules set by my TWP employer, including but not limited to, dress code, tardiness control, and working a 40-hour week.</p> <p>I understand that my TWP employer agrees to require that I perform only those work activities that fall under the restrictions documented by my medical provider. While working in the TWP site I understand that I will continue to receive my pre-injury regular wages and retain all of the benefits that I would normally be entitled to while working modified tasks.</p> <p>As a participant in the TWP, I agree to comply with all aspects of the medical or other treatment(s) prescribed by my medical provider. I understand that I am to notify my supervisor or all medical appointments 24 hours in advance. I understand that I must supply written documentation for all my medical absences related to participation in the TWP.</p> <p>I am to make every effort to schedule treatment and medical appointments outside of working hours whenever possible and that I must use my accrued benefit time in order to be paid for absences unless otherwise indicated as part of my rehabilitation program. I understand that unexcused absences from scheduled medical services may result in my employer terminating me from participation in the TWP.</p> <p>In the event that I am unable to report to work due to an unrelated illness or others personal matters, I am aware that I must report my absence and use my own accrued time to receive pay for my absences.</p> <p>I understand that in order to remain eligible for the TWP I must demonstrate my continued medical improvement and progress toward a return to full-duty work in my original pre-injury position. In the event that I am unable to improve and progress toward full duty and/or that my medical provider determines that I have permanent work-restrictions, I, understand that my employer shall terminate my participation in the TWP, after first reviewing with me the basis for its determination.</p> <p>My employer may provide me with other options including, but not limited to, disability retirement or regular retirement through OPERS, request for an alternative placement accommodation to the <u>Accommodation Review Committee, referral to other District-posted job opportunities and open bid positions.</u> The employer does not guarantee that the employee can be placed in <u>any other position should he or she be able to return to his/her re-injury position.</u></p> <p><b>I am aware that my Transitional Work assignment(s) may change based upon the restrictions set by my medical provider.</b></p> <p>I also understand that my failure to fully participate in the Transitional Work Program offered by the District may affect my eligibility for workers' Compensation Benefits.</p> <p>Until I have met with a case manager and enter into a forma BWC-sponsored rehabilitation program this document will serve as my agreement with the District to participate in the Transitional Work Program.</p>			
<b>BY SIGNING BELOW I CERTIFY THAT I HAVE READ AND UNDERSTAND THE STATEMENTS ABOVE AND AGREE WITH THESE CONDITIONS.</b>			
Injured Employee Signature			Date
Employer Representative Signature			Date

## APPENDIX 17

### Weingarten Protocol

The Cleveland Municipal School District (the “District”) and the Cleveland Custodians Union, SEIU (Local 777”) have agreed to the following protocol regarding the effectuation and application of a bargaining unit member’s Weingarten rights.

1. If there is a reasonable basis to believe that the meeting could lead to discipline,
2. the District shall provide advance notice to the bargaining unit member that the meeting is one that could lead to discipline and that the member has the right to representation from Local 777, should the member so choose.
3. Where the District does not give advance notice, as set forth above, and the member nonetheless believes that the meeting may lead to discipline and therefore desires representation, the member shall immediately communicate with a designated representative from Local 777, who shall immediately communicate with the District personnel who will conduct the meeting to determine whether or not Union representation is appropriate. If the designated District and Union representatives determine that Union representation is appropriate, Union representation shall be provided, and the meeting shall be delayed until that time. If the designated representative from the Union and from the District determine that no Union representation is appropriate, no Union representation will be provided and the Union representative shall so inform the member immediately. If the member nonetheless refuses to meet with the District representative, the member can be subject to discipline for insubordination. If the representatives cannot agree, the matter will be referred to the Union President and the Deputy Chief of Building Operations for resolution, and the meeting shall be delayed until such resolution. The time limit in Section 17.3.2 shall be stayed until this meeting is held. If no such resolution is reached, the District may proceed with the meeting, but nothing from that meeting, or knowledge gained from that meeting, can be used to discipline the member.
4. If, during the course of what begins as a non-investigatory meeting, either the member or the District’s representative reasonably believes that the meeting could become an investigatory meeting which could lead to discipline, then: (i) in the case of the District’s representative so believing, the meeting shall be terminated by the District’s representative; and (ii) in the case of the member so believing, the meeting may be terminated by that individual; provided, however, that in either case, the meeting may be suspended until such time as a Union representative can be present, and then the meeting shall continue.

## APPENDIX 29-A

### **Memorandum of Understanding Between the Cleveland Municipal School District and The Cleveland Custodians Union, Local No. 777, SEIU, Regarding District Sponsored Charter Schools**

The Cleveland Municipal School District (hereinafter "District") and the Cleveland Custodians Union, Local No. 777, SEIU (hereinafter "Local 777") agree to follow the terms of this Memorandum of Understanding (MOU) that will govern the District's selection and assignment of any eligible Local 777 employees assigned by the District to provide Custodian services to District sponsored Charter schools.

1. Local 777 represents those bargaining unit employees identified in Article 1 of the Collective Bargaining Agreement (hereinafter "Labor Contract") between the District and Local 777. The District intends to sponsor Charter schools during the existence of the Labor Contract.

2. The District represents that it will notify the Board of Directors (hereinafter "Board") of any District sponsored Charter school that will utilize District provided Custodian services (hereinafter "Services") provided by Local 777 that Local 777 is the sole bargaining agent for the those District employees identified in Article 1 of the Labor Contract. The District will ensure that a District sponsored Charter School using a District building/facility uses a Custodian for Services and further represents it will meet with the Board and inform the Board of the District's obligations relative to this MOU. If a District sponsored Charter School uses a non-District building/facility, the District shall notify Local 777 and provide Local 777 an opportunity to meet with the Charter school Board or its designee to determine the feasibility of utilizing Local 777 employees. Should the District use volunteers at any of its District sponsored Charter schools pursuant to R.C. § 4117.103, the District will so notify the Union in writing.

3. Local 777 shall appoint a member to the Charter School interview team that interviews and selects the person(s) who will provide Services to the District sponsored Charter school(s). The Charter School interview team shall be responsible for posting open Local 777 positions in accordance with the Labor Contract, interviewing applicant(s) and selecting the successful applicant(s). That interview team shall have as its chairperson the Chief Operations Officer, and shall include a representative from Human Resources, the Cleveland Teachers Union, and the Board, in addition to a Local 777 representative. A Custodian who bids for such a position shall, after the later of July 1, 2008 or six (6) months after the applicable tests are first given (assuming the applicable physical and/or mental tests have been given), pass the physical and mental tests referenced in Article 5, Section 5.1 (Job Description) within four (4) years of the proposed reassignment. The District shall fill the position utilizing the Rule of 3, considering the results of these two tests and the Civil Service test. If there is an active layoff or recall list for 777 members covered by this agreement, and the District will need Service(s) performed by individuals on the active layoff or recall list, the District agrees to select a qualified current 777 member to provide the Service(s) before selecting a new hire. Where there is no active layoff or recall list, and there is no eligible Custodian who applies, the District and District Sponsored Charter School have the right to fill the vacancy with a new hire. The new hire shall become a Local 777 employee consistent with the Labor Contract upon completion of his/her probationary period.

**APPENDIX 29-A**

*(continued)*

4. Local 777 Custodians shall be compensated at their respective contract rate under the Labor Contract. Any overtime shall be paid in accordance with the Labor Contract.

5. Local 777 employees chosen to provide Services shall maintain seniority within their classification pursuant to the Labor Contract. Any eligible Local 777 employee desiring to bid on a vacancy within a District sponsored Charter school may do so at any time in accordance with the Labor Contract and this MOU.

6. Local 777 employees covered by this MOU are entitled to health benefits, vacation leave/pay, sick leave/pay, SPL leave/pay and holiday pay and all other terms and conditions of employment in the same manner as is afforded them under the Labor Contract.

7. This Agreement is effective for the same duration as the Labor Contract.

8. The District and Local 777 agree that all provisions of the Labor Contract as well as other binding Agreements in the form of memoranda of understanding remain in full force and effect and apply hereto.

Cleveland Municipal School District

Cleveland Custodians Union, Local  
No. 777, SEIU

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

## APPENDIX 29-B

### **Memorandum of Understanding Between the Cleveland Municipal School District and The Cleveland Custodians Union, Local No. 777, SEIU, Regarding District Sponsored Choice Option Schools**

The Cleveland Municipal School District (hereinafter “District”) and the Cleveland Custodians Union, Local 777, SEIU (hereinafter “Local 777”) agree to follow the terms of the following Memorandum of Understanding (MOU) that will govern the District’s selection and assignment of any eligible Local 777 employees assigned by the District to provide Custodian services to District sponsored Choice Option schools.

1. Local 777 represents those bargaining unit employees identified in Article 1 of the Collective Bargaining Agreement (hereinafter “Labor Contract”) between the District and Local 777. The District intends to sponsor Choice Option schools during the existence of the Labor Contract.

2. The District represents that it will notify the Board of Directors (hereinafter “Board”) of any District sponsored Choice Option school that will utilize District provided Custodian services (hereinafter “Services”) provided by Local 777 that Local 777 is the sole bargaining agent for the those District employees identified in Article 1 of the Labor Contract. The District will ensure that a District sponsored Choice Option School using a District building/facility uses a Custodian for Services and further represents it will meet with the Board and inform the Board of the District’s obligations relative to this MOU. If a District sponsored Choice Option School uses a non-District building/facility, the District shall notify Local 777 and provide Local 777 an opportunity to meet with the Choice Option school Board or its designee to determine the feasibility of utilizing Local 777 employees. Should the District use volunteers at any of its District sponsored Choice Option schools pursuant to R.C. § 4117.103, the District will so notify the Union in writing.

3. Local 777 shall appoint a member to the Choice Option School interview team that interviews and selects the person(s) who will provide Services to the District sponsored Choice Option school(s). The Choice Option School interview team shall be responsible for posting open Local 777 positions in accordance with the Labor Contract, interviewing applicant(s) and selecting the successful applicant(s). That interview team shall have as its chairperson the Chief Operations Officer, and shall include a representative from Human Resources, the Cleveland Teachers Union, and the Board, in addition to a Local 777 representative. A Custodian who bids for such a position shall, after the later of July 1, 2008 or six (6) months after the applicable tests are first given (assuming the applicable physical and/or mental tests have been given), pass the physical and mental tests referenced in Article 5, Section 5.1 (Job Description) within four (4) years of the proposed reassignment. The District shall fill the position utilizing the Rule of 3, considering the results of these two tests and the Civil Service test. If there is an active layoff or recall list for 777 members covered by this agreement, and the District will need Service(s) performed by individuals on the active layoff or recall list, the District agrees to select a qualified current 777 member to provide the Service(s) before selecting a new hire. Where there is no active layoff or recall list, and there is no eligible Custodian who applies, the District and District Sponsored Choice Option School have the right

**APPENDIX 29-B**

*(continued)*

to fill the vacancy with a new hire. The new hire shall become a Local 777 employee consistent with the Labor Contract upon completion of his/her probationary period

4. Local 777 Custodians shall be compensated at their respective contract rate under the Labor Contract. Any overtime shall be paid in accordance with the Labor Contract.

5. Local 777 employees chosen to provide Services shall maintain seniority within their classification pursuant to the Labor Contract. Any eligible Local 777 employee desiring to bid on a vacancy within a District sponsored Choice Option school may do so at any time in accordance with the Labor Contract and this MOU.

6. Local 777 employees covered by this MOU are entitled to health benefits, vacation leave/pay, sick leave/pay, SPL leave/pay and holiday pay and all other terms and conditions of employment in the same manner as is afforded them under the Labor Contract.

7. This Agreement is effective for the same duration as the Labor Contract.

8. The District and Local 777 agree that all provisions of the Labor Contract as well as other binding Agreements in the form of memoranda of understanding remain in full force and effect and apply hereto.

Cleveland Municipal School District

Cleveland Custodians Union, Local  
No. 777, SEIU

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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