

AGREEMENT

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

LOCAL 860

Assistant Custodians

and

BOARD OF EDUCATION FOR THE

CLEVELAND METROPOLITAN SCHOOL DISTRICT

PREAMBLE

This Agreement has been made and entered into effective this 1st day of July 2024; by and between the Board of Education for the Cleveland Metropolitan School District, hereinafter referred to as the “District”, and the Laborers’ District Council of North America, Local No. 860, and its Officers, Agents and Members, hereinafter referred to as the “Union.” Reference to Administration shall include all Supervisors at all levels employed by the Cleveland Metropolitan Schools.

ARTICLE 1

RECOGNITION

1.0. Exclusive Bargaining Representative. The District recognizes the Union as the exclusive bargaining representative for all Employees of the Cleveland Metropolitan Schools who are classified as Tier I and Tier II Assistant School Building Custodians, and Tier I Assistant Custodian Quadrant Rovers. A “Tier I Assistant Custodian/Assistant Rover Custodian hired on or before July 1, 2013 shall be known as “Grandfathered Assistant Custodians/Assistant Rover Custodians.” The District may hire a Tier II Assistant Custodian after the date of ratification of this Agreement except as provided in Section 1.0 (j). A Tier II Assistant Custodian shall have all of the obligations, duties and responsibilities of a Tier I Assistant Custodian, and shall be entitled to all of the terms and conditions of employment as a Tier I Assistant Custodian except as otherwise set forth in this Agreement. Unless specifically noted to the contrary, as used in this Agreement, the terms Assistant Custodian and Assistant Quadrant Rovers shall include both Tier

I and Tier II bargaining unit members holding such positions. The number of Tier I Assistant Custodians shall be no less than the Tier I facilities as set forth in Appendix G “Tier I Facilities” as modified from time to time. If the number of Tier I Assistant Custodians facilities decreases, the number of Tier I Assistant Custodians may decrease, but this shall not affect Grandfathered Tier I Assistant Custodians.

a. Except as provided below, a Tier II Assistant Custodian may only work in Tier II Buildings (See Attachment); a Tier I Assistant Custodian/Assistant Quadrant Rover may work in any building and shall be paid at the Tier I rate, regardless of the building.

b. The District represents that it has fully maximized one-man buildings. If the District intends to convert or open an existing building to a one-man building then it must notify the Union with sixty (60) days advance notice and meet and discuss alternatives with the Union prior to the conversion or opening of the building to a one man building. Likewise if the District intends to create a new one-man building, then it must notify the Union with sixty (60) days advance notice and meet and discuss alternatives with the Union prior to creation of the one man building.

c. Except as provided below, a Tier II Assistant Custodian may not bid into, or sub in any Tier I buildings and shall not displace any Tier I Assistant Custodian.

d. If a vacancy occurs at a Tier I Assistant Custodian building, then the District shall offer the position to “qualified” (i.e., high pressure boiler license) employees in the following order:

- (1) Tier I Assistant Custodian:
- (2) Tier II Assistant Custodian:
- (3) Employees qualified in the Laborers and Transportation bargaining unit.

e. If a vacancy occurs at a Tier II Assistant Custodian building, then the District shall offer the position to “qualified” (i.e., high pressure boiler license) employees in the following order:

- (1) Tier I Assistant Custodian:
- (2) Tier II Assistant Custodian:
- (3) Employees qualified in the Laborers and Transportation bargaining unit.

f. If a Tier I Assistant Custodian leaves a Tier I building to fill a position at a Tier II building, and no Tier I employees have volunteered for that position, then the District may force the least

senior Tier I employee in a Tier I building to fill the vacancy. If the District deems a forced employee unable to fill the position for personal reasons (i.e., child care, public transportation) based upon documentation submitted by the employee to the District, then the second most senior Tier I employee shall be required to fill that position.

g. Tier II Assistant Custodians shall only work in Tier II Buildings. If an emergency arises, no other Tier I employee is available, and no boiler is operating in the building, then the District may require a qualified Tier II employee to cover the emergency for no more than 16 hours, unless the Union consents. The Union will not withhold its consent unreasonably. When working in a Tier I building, the Tier II Assistant Custodian working in the Tier I building shall be paid Tier I wages.

h. A Tier I Assistant Custodian may work in any building and shall be paid at the Tier I rate, regardless of building.

i. The parties agree to staff the Safety position for the bargaining unit. The parties agree that the position will be filled by a qualified assistant custodian with at least 5 years of District service, and the person selected will be paid at a rate of the highest paid assistant custodian including current stipend of \$1.50 per hour, plus an additional stipend of 10%. The District is not required to pay mileage. The 10% calculation does not include longevity.

1.1. Classified And Coded Printout of Bargaining Unit – Employee Information. The Union will be emailed in October and February of each year; one alphabetically by employee name and the other by work site. The submission shall include the following information:

- a. Employee name;
- b. Employee identification number;
- c. Date of appointment to current position;
- d. Current rate of pay;
- e. Asterisk the names of the employees whose union dues are being collected through the District payroll deductions; and
- f. Code by employment status.

The information will not be shared with private or commercial agencies for promotional purpose.

1.2. New Job Classification. 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

2.0. Checkoff and Remittance. The District shall deduct from the pay of each month of each member of the Union who has authorized such deductions any dues, initiation fees, and assessments the Union may adopt. Said deduction shall be taken as follows: ½ monthly dues from the first pay and ½ monthly dues from the second pay (for 12 month hourly/daily employees no more than 24 deductions; for 10 month hourly/daily employees no more than 20 deductions). The District shall transmit to the Union through direct deposit to a Union bank account specified by the Union Business Manager/Secretary-Treasurer, or his designee on or before the Monday after deductions are taken said deductions, along with an accounting as to the amount withheld from the pay of each employee; specifically identifying union members.

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).

ARTICLE 3
RIGHTS OF THE UNION

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

3.1. Designation Of Stewards/Release Time. The Union may designate not more than three (3) stewards who may be released from duty as the need arises to assist in the resolving of problems related to Assistant Custodian/Assistant Custodian Quadrant Rover personnel. Permission is to be secured from the Administration by any steward who desires to be so released to visit any work site or to otherwise assist in resolving problems or matters of concern. Any steward leaving his building is to notify his/her Custodian. Upon request and approval by the Facilities Manager or higher, the Union may conduct stewards' meetings during hours of employment.

3.2. Leave for Conducting Union Business. The Administration may authorize leave with pay to members of the Union selected to serve in any official capacity for Local No. 860, such as to serve as an Officer or Delegate to the Laborers' International Union of North America, or any legitimate Labor Group, to which Local No. 860 is affiliated. Requests for such authorized leave shall be made to the Facility Manager, Deputy Chief of Human Resources.

3.3. Use of District Facilities. The Union may conduct Union business other than membership meetings on the school property during the hours of employment. The conduct of such business shall not interfere with the operation of the Cleveland Metropolitan School District, nor hinder any employee's scheduled work.

Permits shall be issued to Local 860 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.

3.4. Use of Mails. The Union shall have the authorization to use the school mails for matters pertaining to its members.

3.4.1. Use of District Computers. Consistent with District policy and Federal Law the Union shall not have the authorization to use District computers for matters pertaining to members, other than to distribute its monthly newsletter to all bargaining unit employees. Members of Local 860 may use District computers to carry out District business.

3.5. Use of Bulletin Boards. The Union shall be permitted use of the bulletin boards in each school building, or other buildings, for the posting of notices concerning official Union business. The Supervisor in charge at each work site shall be responsible for such posting.

3.6. Full Time Union President.

3.6.1. Right To Be Released From Duties. 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.

3.6.2. 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 Metropolitan School District.

3.6.3. 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.

3.7. Participation On School Closing Committee. If a formal school closing committee is formed, Local 860 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.

3.8. List Of Newly Hired Assistants Provided To The Union. A list of all Tier I Assistant Custodians and Quadrant Rovers and Tier II Assistant Custodians hired during the previous month shall be furnished to the Business Manager of Local 860 on the first of each month.

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. New Policies Or Changes To Be Discussed. Every effort will be made to discuss with the Union new policies or policy changes, which may affect members of the bargaining unit.

5.1. Labor Management Co-Operation Workshops. Representative(s) of the District and no more than four (4) Union representative(s) will meet once per month to discuss current labor-management issues. Either party may cancel a scheduled meeting, but a minimum of one (1) meeting per calendar quarter must be held if so requested by either party.

5.2. No Duty Contrary To Law. No employee shall be required to perform a duty that is in violation of any applicable state law, city ordinance, rule or regulation issued by any federal, state or local regulatory agency, board or commission.

5.3. No Hazardous Or Abnormally Strenuous Activity. No employee is to be required to perform any hazardous (i.e. searching for a bomb, explosive or other life threatening device in a building. In such a situation, the Assistant Custodian/Assistant Custodian Quadrant Rover shall contact his/her Custodian (if on duty) or his/her Facilities Manager) or abnormally strenuous activity, which s/he could not reasonably be, expected to perform.

5.4. No Required Use of Certain Equipment While Alone. No employee shall be required, while alone at a work site, to use an extension ladder, window jack, or window lift or to do extensive ladder work.

5.5. No Duty To Remove Debris Except In Emergency. No employee in this bargaining unit shall be required to remove construction or remodeling debris from any work site, except in extreme emergency when the work has been performed by contractors, such extreme emergency shall be deemed to occur where removal is necessary to ensure that a facility is operational or where the debris has a direct effect on the educational process. The District, as part of its contract with any contractor, shall continue to require the contractor to be responsible for removal of debris.

5.6. No Responsibility For Non-Performance Because Of Lack Of Proper Tools. No employee shall be held responsible for non-performance of any task that is left undone because of the lack of proper tools, equipment, or supplies. It shall be the responsibility of the Assistant Custodian/Assistant Custodian Quadrant Rover to notify his/her Custodian or Facilities Manager of the lack of proper tools to perform the job.

5.7. Safety Committee. It is the policy of the District to provide safe and healthful working conditions for all employees. In furtherance thereof, a committee of members of Local 860 will meet as the need arises with the Facilities Manager to determine safety and health conditions of

District property. Those conditions or items deemed improper shall be corrected as soon as possible.

5.8. Student Restroom Work during School Hours. The District shall provide portable gates at least four (4) feet in height to any employee performing repair or maintenance work in a student restroom during regular work hours. If no such gate is available, an employee shall not be required to perform repair or maintenance work on a student restroom during regular work hours, unless there is a health or safety condition that requires immediate attention.

5.9. Adult Bathrooms To Be Available. Adult sanitary facilities shall be made available to all employees at all school facilities.

5.10. Telephones To Be Available. Employees of this bargaining unit shall have use of District telephones at all sites for District business and emergency use at all times, throughout the calendar year. All incoming calls to bargaining unit personnel shall be relayed by the office or custodial staff as soon as possible.

5.11. All Directives To Be Posted. All directives pertaining to employees in the Facilities Department shall be posted electronically, and shall be maintained in a file, which shall be made available to Assistant Custodians/Assistant Custodian Quadrant Rover.

5.12. No Obligation To Supervise Student. No employee in this bargaining unit, except those who have pupils directly assigned to their supervision shall be asked to or be expected to advise, discipline or supervise any pupil.

5.13. Protection Against Verbal Abuse And Physical Attack. The District shall exert its best efforts to protect all employees in this bargaining unit from verbal abuse and physical assault while engaged in the performance of their duties. Any Assistant Custodian who is affected by either verbal abuse or threat of physical assault shall file an incident report with Safety & Security and report this matter to his/her Custodian, unless the Custodian is the person allegedly verbally abusing or physically assaulting the Assistant Custodian. In this case, the Assistant Custodian shall report this matter to his/her Facilities Manager. An Assistant Custodian Quadrant Rover who is affected by either verbal abuse or threat of physical assault shall file an incident report with Safety & Security and report this matter to his/her Facilities Manager. The District shall take steps to remove the person abusing or threatening the Assistant Custodian/Assistant Custodian Quadrant Rover or otherwise address the matter in a manner that eliminates the abuse/threat. An Assistant

Custodian/Assistant Custodian Quadrant Rover shall not be required to remain on an assignment in the case of a threat of his/her safety, until such threat is eliminated.

5.14. Clean-Up Time. The employee shall report ready for work at the start of his/her shift, and shall be entitled to a reasonable clean-up time immediately prior to the end of the shift.

5.15. Earnings Information. All employee pay records, including pay stubs and reimbursement checks shall be in electronic format and shall not be provided in paper format.

5.16. No Discrimination. There shall be no discrimination or intimidation by the District against any employee as a result of or because of, such employee's race, age, color, creed, sex, national origin, or membership or non-membership, in the Union.

The District shall provide equal opportunity for employment, retention and advancement of all personnel by administering all terms and conditions of employment regardless of race, color, ethnicity, ancestry, national origin, religion, sex, disability or genetic information, age, citizenship status, military status, sexual orientation, or expression, socio-economic status, title, other dimensions of identity, or any other characteristics protected by law. The District and its representatives will treat employees with dignity and respect at all times. Employees will also treat each other as well as the District representatives with dignity and respect.

ARTICLE 6

JOB PROTECTION

6.0. Licensure and Certification. Any person employed as an Assistant Custodian or Assistant Custodian Quadrant Rover as of June 30, 2013 shall possess a valid State of Ohio High Pressure Boiler Operator License and any other licensure and/or certifications as determined by the District. During this agreement, if the District adds any licensure and/or certification requirement beyond the Ohio High Pressure Boiler Operator License, it shall provide the affected employees the training. The employee will be responsible for the costs for the license and/or certification. A Tier II Assistant Custodian may in the District's discretion be required to possess a State of Ohio High Pressure Boiler Operator License and any other licensure and/or certifications as determined by the District. A Tier II Assistant Custodian who does not possess at least a valid State of Ohio High Pressure Boiler Operator License and any other licensure and/or certifications as determined by the District.. is prohibited from permanently working at or being permanently assigned to any facility set forth on Exhibit "A" attached hereto except as set forth in this Agreement, but in no

event may such an individual be temporarily assigned to an Exhibit A facility when the heating plant is in operation.). If the District determines that a building on Exhibit A is to be staffed by an Assistant Custodian, it will be staffed by a Tier I Assistant Custodian/Assistant Rover Custodian or a Tier II Assistant Custodian who possesses at least a valid State of Ohio High Pressure Boiler Operator License and any other licensure and/or certifications as determined by the District. Consistent with the terms of this Agreement, the District has the right to change both the number of facilities set forth in Exhibit A as well as the locations of those facilities set forth on Exhibit A. Consistent with the terms of this Agreement, the District retains its right to close buildings on Exhibit A.

6.1. No Sub-Contracting of Work. No work, which is, or could be performed by employees of the District without any additional training shall be sub-contracted, 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 affected classifications being returned to work.

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

6.2. Only Custodian, Assistant Custodian, or Assistant Custodian Quadrant Rover Permitted To Fire Boilers. The Custodian, Assistant Custodian, Assistant Custodian Quadrant Rover and temporary appointed Assistant Custodian or persons promoted from Custodian to higher level custodial Civil Service positions, 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.

6.3. Multiple Building Sites. When the District determines that it will create multiple building sites, there will be an Assistant Custodian or Designated Facilities Person assigned to each building within a multiple-building site. Assistant Custodians assigned to a building within a multiple-building site will receive the multiple building site differential as set forth in Appendix A for all productive and non-productive time. Multiple-building site Assistant Custodians substituting for a Custodian as defined in Article 8, Section 8.0.9.2 will be compensated at the applicable responsibility differential at the building (not the Custodian's multiple building site differential) where he/she is serving as the Sub Custodian set forth below for all productive and non-productive time:

<u>Building Bracket</u>	<u>Rate</u>
14	\$23.52
15	\$24.77
16	\$25.39
17	\$25.43
18	\$26.07
19	\$26.36
20	\$26.97

An Assistant Custodian receiving Sub Custodial pay shall not receive the multiple building site differential for those hours worked as a Sub Custodian.

If one Assistant Custodian is off work for any reason at a multiple building site, then the other Assistant Custodian shall be paid the Substitute Custodian rate (set forth above) for the building in which the Assistant Custodian is working including for permits.

ARTICLE 7

SENIORITY, JOB BIDDING

7.0. Filling of Vacancy of Assistant Custodian or Assistant Custodian Quadrant Rover. When a vacancy exists for the position of Assistant Custodian or Assistant Custodian Quadrant Rover, the vacancy shall be filled by the most senior qualified regularly appointed Assistant Custodian or Assistant Custodian Quadrant Rover who has included on his/her preferential list that position which is vacant. A regular permanent Assistant Custodian or Assistant Custodian Quadrant Rover, may at any time, request and be transferred to any position held by a temporary appointed Assistant Custodian by submitting a preferential list. All transfers will be honored in keeping with established preferential list procedure. In addition, twice each year (October and April) all positions held by Temporary Assistant Custodians will be posted as vacancies.

As used in this section, qualified means an employee who is:

1. Not on the last two progressive disciplinary steps of the Attendance Abuse, AWOL Abuse or Tardiness Control Program;
2. Has not refused in-service regarding the building (so long as said in-service was offered to all employees in the classification);

3. The District shall complete an annual evaluation. An evaluation rating of at least satisfactory and/or meets expectations or above will render the employee qualified unless disqualified by one or two above. If the District fails to timely evaluate the bargaining unit member, such member shall be deemed qualified unless disqualified by one or two above.

In the event that there is more than one qualified employee, the most senior employee will be granted the position.

Any high seniority employee who is bypassed will be notified of the reason for his/her not being appointed and may, if s/he desires, submit a grievance protesting his/her non-appointment. As new work sites become available, advance notice will be posted. All vacancies shall be filled based on the system-wide seniority preferential list.

Any and all vacancies shall be filled by the preferential list on file, except vacancies, which remain immediately after the posting and listing of transfers. These vacancies may be filled by Temporary Assistant Custodians.

Assistant Custodian or Assistant Custodian Quadrant Rover moves shall occur four (4) 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 appeals 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.

7.0.1. EVALUATIONS – See Appendix G – The District is proposing that the non-CTU Unions meet and negotiate an update to the evaluation procedures set forth in Appendix G.

7.1. Appointment Of Substitute Custodians. In determining appointment of substitute Custodians, the hierarchy set forth in Section 8.0.5 will be followed. This shall apply to employee on the day shift only. Where an Assistant Custodian is not present in a building and no other Assistant Custodian is available, the District will follow the hierarchy set forth in Section 8.0.5 below.

7.2. Layoffs, Bumping Rights, Recalls. The following shall control regarding recalls:

Recall

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

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.

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

The District shall send notification by certified mail to the Union and the laid off employee of vacancies to be filled from the recall list. The letter sent to the Union shall include the name of

the laid off employee(s), the vacant position/classification and the building/location of the vacant position as they become available.

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

The District will then send a letter to the employee by certified mail indicating the laid off employee's acceptance or rejection of the vacant position. Included with the letter will be a form to be completed, signed and dated by the laid off employee indicating acceptance or rejection of the vacant position, and return instructions. If no response is received within three (3) days after the letter is mailed, the employee shall be deemed to have rejected the position and shall be removed from the recall list.

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

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

7.2.1. Layoffs. No employee represented by the Union shall be laid off until after all normal attrition and bumping rights specified herein, have been effectuated. Layoffs shall be made on a classification-by-classification basis. Employees shall be laid off in inverse order of their service with the District in the classification in which the layoff occurs.

7.2.2. Bumping Rights. If any vacancy exists at the time of the layoff, the laid off Assistant Custodian or Assistant Custodian Quadrant Rover may fill out a preferential list, which shall include at least one vacant position. S/he shall be assigned to an existing bargaining unit vacancy, rather than bump another Assistant Custodian or Assistant Custodian Quadrant Rover. In the event no vacancy exists at the time of layoff, (a) the laid off Assistant Custodian can bump the least senior Assistant Custodian and/or least senior Assistant Custodian Quadrant Rover; or (b) the laid off Assistant Custodian Quadrant Rover can bump the least senior Assistant Custodian and/or least senior Assistant Custodian Quadrant Rover. Consistent with the agreement between the Laborers and the District: (i) A laid off Assistant Custodian or Assistant Custodian Quadrant Rover shall also have the right to bump back to a vacant laborers' position by filling out a preferential list; (ii) If no laborer position is vacant, the laid off Assistant Custodian or Assistant Custodian Quadrant Rover may only bump the least senior laborer, if (a) the laid off Assistant Custodian or Assistant Custodian Quadrant Rover was promoted from a laborer position within the two (2) years preceding said lay off; and, (b) the laid off Assistant Custodian or Assistant Custodian Quadrant Rover has greater laborer seniority than the least senior laborer; and (iii) exercise of any preferential rights as a laborer will be based upon time as a laborer only.

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.

7.2.3. Recall List. Employees who are laid off or eventually bumped out of a classification shall be placed on a recall list for all bargaining unit classifications from which they have been laid off or bumped.

Each recall list will rank employees in accord with their service in the classification on that 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.

7.2.4. 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. An employee who is offered such a vacancy, in writing, and refuses to accept that position shall be removed from the recall list. The District will not fill any position with a new hire while a recall list for that classification is in effect. All day-to-day, substitute or temporary 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.

7.2.5. 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. Reopening Closed Building. When a previously closed building is reopened, the workers who were at the building at time of closure shall have the right of first refusal to those same positions, assuming they are still in the same classification, when the building reopens. In the event there is an active recall list, an employee on recall who was at the building at the time of closure does not have a right of first refusal unless s/he is the first to be recalled and the District has not closed another building.

7.4. Red-Circling of Wage Rate. When an employee is transferred, through no fault of his/her own, 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 normal work week shall be from Monday through Friday of each week. The normal daily schedule shall be eight (8) hours on each of the five (5) days in the normal work week.

8.0.2. Regular Shift To Be Completed In Not More Than 8.5 Hours. An Assistant Custodian's eight (8) hour work day shall be completed in not more than eight and one-half (8-1/2) clock hours. The Custodian and Assistant Custodian are to establish a scheduled one-half (1/2) hour lunch period within the middle of two (2) hours of the day. An Assistant Custodian, upon approval by the Facilities Manager, may choose to work a straight eight (8) hour shift without lunch.

8.0.3. Eight Hour Shifts. Assistant Custodians shall be assigned a regular (first) shift of eight (8) consecutive hours (excluding lunch break) between 5:00 a.m. and the regular building closing time (4:45 p.m. to 6:00 p.m. as determined by management) on Monday through Friday, including hours when an Assistant Custodian may be responsible for the opening of the building. Hours worked on Monday through Friday before 5:00 a.m. and after the regular building closing time shall be paid at time and one-half (1-1/2) times the employee's regular hourly rate consistent with 8.2.1.1., unless the Assistant Custodian is assigned to a second daytime shift, with a starting time and quitting time as late as 8:15 a.m. and 4:45 p.m. respectively, or to an afternoon shift beginning between 2:30 p.m. and 5:00 p.m., or evening shift. Such a second daytime shift, or afternoon shift or evening shift Assistant Custodian shall receive time and one-half (1-1/2) for all hours worked over eight (8) in one work day and shall not perform any duties in connection with an extension use permit.

By August 15th, the District will establish starting and quitting times for Assistant Custodians at Non-Quadrant Schools and Quadrants Schools for Non-winter time, Winter time and Non-school time as well as administrative sites. The District may change an Assistant Custodian's starting and quitting times upon fourteen (14) calendar days notice.

8.0.3.1. Assistant Custodian Quadrant Rover.

- a. Hours. An Assistant Custodian Quadrant Rover's ("ACQR") eight (8) hour work day shall be completed in duration with no scheduled lunch period with a shift beginning between 2:30 pm and 5:00 pm. ACQRs who are assigned to work an extension use permit at school during his/her shift shall not receive time and ½ for said permit worked during his/her regular shift.
- b. Transportation. An ACQR shall be responsible for having reliable transportation during his/her regular scheduled work day. The ACQR will choose, with the

District's concurrence, a school within his/her assigned quadrant as a primary reporting site. The District will assign the ACQR to perform assistant custodian services at one or more work sites during the ACQR's shift. The ACQR shall be responsible for transporting him/herself to each assigned work site. The District shall primarily assign the ACQR to work at schools within his/her quadrant and may assign the ACQR to work at schools in other quadrants.

- c. Vehicle Insurance. The District shall place all ACQRs on the District's vehicle insurance policy and shall provide full coverage for accidents or damage occurring within the course and scope of the ACQRs' employment. The ACQR shall be responsible for satisfying minimal state vehicle insurance requirements and cannot rely upon the District's insurance coverage to satisfy his/her personal insurance coverage state requirements. The District shall remain obligated to defend an ACQR as a result of an accident or damage occurring within the course and scope of employment in accordance with state law.
- d. Compensation. The salary for an ACQR shall be pursuant to Article 9 and Appendix A. An ACQR shall receive the afternoon/night shift differential and in lieu of mileage and travel reimbursement differential for all productive and non-productive time.

8.0.4. Temporary Rescheduling Without Assistant Custodian/Assistant Custodian Quadrant Rover's Consent in Case of Emergency. Notwithstanding Article 8.0.3. or Article 8.0.3.1., the District may reschedule an Assistant Custodian or Assistant Custodian Quadrant Rover's regularly scheduled shift only under the following circumstances: (1) act of God; (2) circumstances beyond the District's control. This Article shall not be used for scheduling purposes.

8.0.5. Opening Of School Building By Assistant Custodian. School buildings shall be opened for use by all persons designated by management by Assistant Custodians rather than Custodians, beginning as early as 5:00 a.m. Monday through Friday, where an Assistant Custodian is assigned to the building. Assistant Custodians will be given fifteen (15) minutes of uninterrupted time to open the building to which s/he is assigned. The Principal at the building or other persons designated by management shall not permit other employees into the building during that fifteen (15) minute time period on Monday through Friday. An Assistant Custodian will be

paid his or her regular hourly rate of pay for these hours. If the Assistant Custodian assigned to the Building is on sick leave or vacation leave, then the District may request the Custodian assigned to the Building to open the Building. If the Custodian assigned to the building is not available to open the building or refuses to open the building, then the District shall offer the opening of the school building to another Assistant Custodian on the basis of rotating seniority. If another Assistant Custodian does not volunteer to open the building, then the District shall offer the opening of school building to the Laborer assigned to the building. If the Laborer assigned to the building is not available to open the building, then the District shall offer the opening of school building to another Laborer on the basis of rotating seniority. Laborers will be paid the same rate the District would have paid an Assistant Custodian had an Assistant Custodian opened the building. Once the Assistant Custodian arrives at the building, the Laborer will revert to his/her normal Laborer's rate and the Assistant Custodian, if present, will be paid in accordance with the Contract.

8.0.6. Presence Of Custodial Staffing In the Building. Custodial Staffing shall be present, regardless of the number of other individuals in a building when:

- 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:

- Twenty-five (25) or fewer District employees present and/or
- Ten (10) or fewer non-District employees present, provided
- Principal, or other person designated by the District is also present at school,
- At District administrative sites, Director or other person designated by the District must also be present.

An Assistant Custodian will not be held responsible for damage arising from a non-bargaining unit member failing to properly close and secure a building pursuant to this section.

8.0.7. Second Daytime Shift. No Assistant Custodian, when assigned as the second Assistant Custodian on the day shift, or when, for the District convenience scheduling, shall be

required to start his/her work day beyond 8:15 a.m. Further, no Assistant Custodian, who is scheduled to work afternoons, shall be required to start his scheduled shift prior to 2:30 o'clock and no later than 5:00 p.m.

8.0.8. Second And Third Shifts To Be Completed In Eight Hours. Assistant Custodians and Assistant Custodian Quadrant Rovers, on second and third shift assignments shall have a regular work day of eight (8) hours in duration with no scheduled lunch period.

8.0.9. Assistant Appointed As Sub-Custodian.

8.0.9.1. When Appointed As Sub-Custodian, And No Assistant, May Start At Earliest Scheduled Starting Time. Whenever an Assistant Custodian is appointed Sub-Custodian, and no Assistant Custodian is available, s/he may begin his/her work day (depending on the needs of the building) as early as s/he had been scheduled to start as an Assistant Custodian. Any resultant questionable starting time will be subject to review and approval of the Facilities Manager's office.

8.0.9.2. Differential To Apply. The applicable responsibility differential that is established for Custodians shall be provided for all employees when appointed as Sub-Custodian or substituting for a Custodian. This shall also apply for building inspections and emergency call out. "Employee substituting for a Custodian" shall mean that (1) the Custodian is on vacation; (2) the Custodian is on an approved sick day; (3) the Custodian is on an approved special privilege leave; or (4) the Custodian is serving non-paid leave.

8.0.10. Additional Payment When Working Where Schools Closed Due To Inclement Weather. When the schools are closed because of inclement weather and employees who are not required to be present are paid for the day, then any employee who is required to work shall be paid for the day and, in addition, will be paid for all hours worked. This applies to regular employees only. Unless the Chief Executive Officer closes all District facilities, then bargaining unit members must report to work. When the Chief Executive Officer closes all facilities, bargaining members are eligible to receive 8 hours pay plus 8 hours mandatory report time.

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. Where the employee is working as a sub-custodian, then the same terms and conditions of the Custodian's Agreement shall apply.

8.0.11. 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, Section 8.2.2 and none of the provisions in Section 5.27.1, Section 8.0.6, Section 8.0.9 and/or Section 8.2 or Section 8.3 shall apply to a release under this subsection. 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 8.0.9 – Inclement Weather and Article 10 do not apply to the release of one or more employees under this section.

This Section shall not be used on an individual employee basis to prevent employees from working hours that would be paid at the overtime compensation rate.

An employee offered CEO Release pursuant to this provision who does not want to receive the release time and prefers to work the originally scheduled workday may elect to do so. Such election must be made via emailed notification to the employee's manager and the Executive Director of Facilities Services in advance of the CEO Release time in question. Such election may only be made for the entire duration of the otherwise-released portion of the day (for example, an employee offered 4 hours of release may elect to work all 4 hours and receive no release time but may not elect to work 2 hours and be released for 2 hours). If an employee elects to work pursuant to this paragraph, the absence of a Custodian due to CEO Release during the same time will not entitle the Assistant Custodian to the Sub-Custodian Differential. However, if the Sub-Custodian would have otherwise received the Sub-Custodian Differential due to a circumstance identified in Section 8.0.9.2, the employee will be paid the Sub-Custodian Differential the same as if no CEO Release had applied. An employee who elects to work rather than accept the release will have those hours worked considered for overtime purposes. In such situations, the District will determine the manner in which the employee's hours worked are recorded and submitted for payroll purposes.

In the event the CEO authorizes a full-day release of an employee pursuant to this Section but management subsequently requires that the employee respond to a call out to the building, the call out provisions in Section 8.2.1.5 will apply and the call out pay will be in addition to the regular pay for the day provided by this Section. However, the call out provisions in Section 8.2.1.5 will not apply if the originally-authorized CEO Release was for a portion of a day and the employee was simply required to report for the remaining portion of that day.

8.1. Inspections.

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

8.1.2. Inspections.

A. 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 fifteen (15) buildings designated for mandatory inspections. This 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.. The inspections shall be conducted between 6:00 a.m. and 6:00 p.m., at the Assistant Custodian's discretion. The minimum time allowed for such inspections shall be two (2) hours during which the Assistant Custodian shall be continually present one time during the inspection day. Inspection time shall be alternated between the Custodian and the Assistant Custodian. The person 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. An Assistant Custodian will not be subject to discipline where a building freezes or other damage occurs during weekends or holidays of non-inspection where such freeze-ups or damage are not otherwise caused by the Assistant Custodian's negligence or failure to perform his/her work duties during the work week.

Additional inspections may be authorized throughout the remainder of the year by the Deputy Chief of Business Operations or his/her designee on the same terms and conditions.

8.2. Overtime Compensation.

8.2.1. General Provisions.

8.2.1.1. Hours Worked In Excess Of Eight Per Day, Forty Per Week. A time and one-half rate shall be paid for all time worked over eight (8) hours in one (1) day as a result of working a permit and over forty (40) hours in one (1) work week. For all time worked over eight (8) hours in one (1) day that are unrelated to a permit, an employee must work over forty (40) hours in one (1) work week for the overtime rate to apply.

8.2.1.2. Hours Included In Computing Overtime. In the computation of overtime, an excused absence as defined by the Attendance Policy in Article 22 shall be considered as time worked for the time you were on the excused absence. Provided, however, that when schools are closed because of inclement weather as provided in 8.2.1.3. below, those hours paid because of that provision (and not actually worked) will be paid at straight time and will not be considered in any overtime calculations.

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

8.2.1.4. No Mandatory Overtime Except In Emergencies. No employee in this bargaining unit shall be obligated to work overtime against his/her wishes, except in emergency, but overtime hours refused shall be charged as overtime worked for the purposes of balancing overtime.

8.2.1.5. Call outs. When an employee is required to respond to a call out in his/her building beyond normal working hours, one and one-half (1-1/2) times the current hourly rate shall be paid. However, the call out hours shall not be used in computation of overtime. The employee shall secure the building, perform necessary repairs, or to arrange for same. In the event

the emergency takes less than three (3) hours to resolve, the employee has the option of (a) resolving the emergency and receiving pay for time worked with a minimum of one (1) hour pay; or (b) remaining on duty for three (3) hours and performing scheduled preventative maintenance or other repairs. An employee choosing option (b) shall provide a written summary of the tasks performed during the call out. NOTE: From November through March, any call out for inspection purposes (previously Permissive Inspections) which would otherwise be equally divided between the Custodian and Assistant Custodian shall continue to be equally divided, consistent with past practice (related to Permissive Inspections), and shall be conducted between 6:00 a.m. and 6:00 p.m. at the assistant custodian's discretion.

8.2.1.6. Sunday And Holiday Shifts. On any Sunday or Holiday shift that an employee is present and working, s/he shall be paid at a rate of time and one-half. A shift qualifies if one-half (1/2) or more of the shift hours are on a Sunday or Holiday. Qualifying shifts are not also eligible for weekend increments.

8.2.1.7. Sharing Of Overtime. In order to provide for an equitable sharing of overtime within each shift at a building, a record of overtime hours worked and/or declined by each Assistant Custodian is to be posted, and declined time shall be counted as hours worked for scheduling purposes.

This record is to be referred to by the Custodian so that s/he may offer to the appropriate low overtime employee those overtime assignments which may become available.

Employees assigned to first shift, second shift, third shift and swing shift are each to be considered as a separate group and overtime is to be maintained on an equitable basis within each group.

Where scheduling permits effort will be made to equalize overtime between the shift groupings.

Where security inspections prevail they shall be divided equally between the Custodian and the Assistant Custodian.

January 1 will be the start of a new overtime balancing period.

8.2.1.8. Computation Of Holidays For Overtime Purposes. In the computations of overtime, Holidays shall be considered in the same calendar week in which they fall, as eight (8) hours worked.

8.2.1.9. Timing of Payment for Overtime Hours. The District shall use its best efforts to ensure employees are paid for any overtime in the pay period for which the employee worked.

8.2.2. Permits.

8.2.2.1. General Provisions--Scheduling Of Permit Activity. Every effort will be made to schedule an Assistant Custodian(s) for any permit activity which would appear to warrant such assignment. Factors to be considered in determining needs will include numbers scheduled to attend, the presence of responsible adults at this permit activity, any necessary set-up or prior heating time and the security needs of the building.

8.2.2.2. Permit Compensation.

A. Regular Work Hours: An Assistant Custodian who is assigned to perform work associated with a permit shall be paid his/her regular rate for those hours of the permit s/he works that fall within the employee's regularly scheduled work day. However, if the Assistant Custodian is substituting for a Custodian on a day a permit is worked, the Assistant Custodian shall be paid in accordance with Article 8.0.9.2.

"Assistant Custodian substituting for a Custodian" shall mean that (1) the Custodian is on vacation; (2) the Custodian is on an approved sick day; (3) the Custodian is on an approved special privilege leave; or (4) the Custodian is serving non-paid leave.

B. Outside Regular Working Hours (Monday-Friday) & Saturday 5:00 am to 11:59 pm: An Assistant Custodian who is assigned to perform work associated with a permit shall be paid at time and one-half (1½) should the permit hours occur outside the employee's regularly scheduled work day or on Saturday between 5:00 am and 11:59 pm. However, if the Assistant Custodian is substituting for a Custodian on a day a permit is worked, the Assistant Custodian shall be paid in accordance with Article 8.0.9.2. An Assistant Custodian shall not be entitled to work a permit on Saturday if s/he was on vacation or sick leave that Friday unless no other Assistant Custodian is able to perform said work.

C. Sundays & Holidays: An Assistant Custodian who is assigned to perform work associated with a permit shall be paid two (2) times his/her current hourly rate for non-District sponsored events and shall be paid time and one-half (1½) for District sponsored events should the permit hours occur on a Sunday or a Holiday. However, if the Assistant Custodian is substituting

for a Custodian on a day a permit is worked, the Assistant Custodian shall be paid in accordance with Article 8.0.9.2. An Assistant Custodian shall not be entitled to work a permit on a Sunday or a Holiday if s/he was on vacation or sick leave that Friday unless no other Assistant Custodian is able to perform said work.

8.2.2.3. Dead Time/Assignment Begins One Hour Before Permit Begins. When an Assistant Custodian is assigned for service in connection with the extension use of a school building, the Assistant Custodian shall be assigned to duty in order to prepare the building at least fifteen (15) minutes before the extension use permit begins. However, in the event that additional set up time is needed, an Assistant Custodian so assigned may contact his/her Facilities Manager to obtain additional time or staffing. There will be no payment from the end of the work day until one (1) hour before the extension use permit begins unless the Assistant Custodian is assigned earlier for a particular permit or is otherwise assigned to duty during that period.

An Assistant Custodian will not be subject to discipline where a permit event is not set up on time or equipment for the permit event is not available so long as s/he was not negligent in the performance of his/her set up duties.

The permit, attached as Appendix E to this agreement, shall provide the time at which set up for the permit shall begin and clean up from the permit shall end.

8.2.2.4. Manpower - Assistant Custodian To Be Assigned. In any building where extension activities are accommodated, the District may assign an Assistant Custodian to work the permit. However, in no case shall the District assign a Laborer or Cleaner prior to assigning an Assistant Custodian to work the permit.

8.2.2.5. A.M. Permit Assignments. To the extent not inconsistent with the Custodian's contract, all A.M. permits, other than voting permits, shall be worked by the Assistant Custodian.

8.3. Call Backs And Minimum Pay.

8.3.1. Minimum Pay When Required To Report Back To Work. An employee required to report back to work after the close of his/her shift, or on any day that is not a regular work day, shall secure the building, perform necessary repairs, preventive maintenance or other assigned duties. In the event the matter for which one is called back to work takes less than three (3) hours to resolve, the employee has the option of (a) resolving the matter and receiving pay for time

worked with a minimum of one (1) hour pay; or (b) remaining on duty for three (3) hours and performing scheduled preventative maintenance or other repairs. An employee choosing option (b) shall provide a written summary of the tasks performed during the call back. When an employee is required to respond to a call-in in his/her building beyond normal working hours, one and one-half (1-1/2) times the current hourly rate shall be paid. However, the call-in hours shall not be used in computation of overtime.

8.3.2. Procedure For Weekend Call-Backs. Assistant Custodians who are working other than the day shift shall be permitted to call back to work when returning from sick leave beyond the normal 1:30 p.m. Friday deadline, but not less than six (6) hours prior to the scheduled starting time, in order that they may return to work on their weekend scheduled assignments. This will be accomplished by:

1. Calling the Facilities Manager; and
2. Calling the Custodian, if s/he cannot be reached, calling the Assistant Custodian on duty at the particular building s/he is assigned to.

This provision applies to the afternoon shift on Saturday and up to and including the afternoon shift on Monday.

8.4. Miscellaneous Provisions. The employees' work week shall begin after his/her scheduled days off.

No compensation will be paid beyond the fifth consecutive work day for Special Privilege, Sick Leave or Vacation.

Employees must be in pay status on the sixth day in order to be paid, except for Holidays.

ARTICLE 9

ASSISTANT CUSTODIANS' & ASSISTANT CUSTODIAN QUADRANT ROVERS' SALARY SCHEDULE AND DIFFERENTIALS

Assistant Custodians Assistant Custodian Quadrant Rovers and Tier II Assistant Custodians shall be paid for the applicable periods in accordance with the schedules annexed hereto as Appendix A and made a part hereof.

General Wage Increase and Differentials

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 2025-26 year in advance of the January 1, 2025, or January 1, 2026, deadlines 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 increased during the term of the agreement.

ARTICLE 10

LEGAL AND DECLARED 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 Holiday: 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 19th), Independence Day (July 4), Labor Day (the first Monday in September), Veteran's Day (November 11), Thanksgiving Day (the fourth Thursday in November), and the following Friday (Thanksgiving Friday) and Christmas Day (December 25).

To be eligible for payment for the Juneteenth holiday, the employee must actually work the scheduled day before and the scheduled work day after the holiday.

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.).

Should New Year's Day, 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, Independence Day, and/or Christmas Day will also be granted as paid

Holidays, provided the employee is in pay status on the regularly schedule 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 the regularly scheduled work days immediately before and after the Holiday.

ARTICLE 11
VACATIONS

Vacation Policy – Assistant Custodian/Assistant Custodian Quadrant Rovers:

VACATION EARNED FOR SERVICE

SERVICE		EACH MONTH OF SERVICE
Less than	4 years	1.33 days
From	4-15 years	1.83 days
From	15-16 years	2.00 days
Beyond	16 years	2.08 days

11.0. Vacation Accumulated Monthly. On June 1, 1967, the District put into effect a vacation earning system whereby eligible employees began to accumulate vacation for each month that they were 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. No Accrual Of Vacation While Not In Pay Status. An employee does not earn vacation during any month that s/he is out of pay status, such as on a leave of absence.
- 11.5. Payment For Vacation On Regularly Scheduled Pay Dates. All vacation allowances will be paid on regularly scheduled pay dates.
- 11.6. Holidays Within Vacation Period Not Counted As Vacation. Holidays occurring within a vacation period shall not be counted as vacation days.
- 11.7. No Work During Vacations. No one will be permitted to work during vacations and be compensated in addition to vacation pay.
- 11.8. No Accrual Of Vacation For Supplemental Assignments. Vacation is not earned for supplemental assignments such as night school or summer school appointments.
- 11.9. 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.
- 11.10. Increased Allowable Vacation Upon Retirement. The maximum allowable number of accrued vacation days which can be paid in a lump sum upon retirement is increased from seventy-five (75) to eighty-five (85) days.
- 11.11. Scheduling of Vacations. Assistant Custodians shall be permitted to take vacation throughout the year. Requests for vacation shall not be unreasonably denied by the Custodian and Building Facilities Supervisor.

ARTICLE 12
LEAVES, IN-SERVICE, LONGEVITY
AND 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. An employee 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.

A physician's certification for any absence is required, if requested. Failure to provide a physician's certification is an *unexcused absence* under the Attendance Control Policy Article 22.

12.0.4. Sick Leave For Funeral Attendance. One (1) days' 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 the Principal, Custodian or other Supervisor.

Verification is required upon return. Failure to provide appropriate verification is an *unexcused absence* under the Attendance Control Policy Article 22.

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. Advancement Of Sick Leave. An employee who has exhausted his/her 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.

12.0.7. 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 Unions 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.

The sick day donation process is a discretionary service; any employee's refusal to donate will not be subject to formal grievances.

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.

12.0.9. Leave Not Available To Certain Employees. Sick leave will not be made available to playground and Community Center employees, student employees, resident tutors, substitute employees or any short term assignment employees.

12.0.10. Sick Days and Overtime. Up to three (3) sick days per year may count toward overtime.

12.0.11. Sick Days for Funeral Leave. On a case by case basis, the District may grant more than one sick day for funeral leave.

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 appropriate supervisor. Special Privilege leave may be taken in half or full day increments.

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

1. SPL days shall not require approval, explanation, or documentation so long as the day is requested at least five (5) work days in advance.
2. 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. 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 Cleveland Metropolitan School 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 s/he 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 of Safety & Security is not available, and must complete an incident report form and an Assault Leave Form in order to become eligible for this benefit. The District may make reasonable modifications to the incident forms and the Assault Leave Forms from time to time. The District will make every effort to make a determination as to whether the employee's application for assault leave will be granted within five (5) working days of notification by the employee of the occurrence.

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 Worker's 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 worker's 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 Worker's Compensation, in which case the employee shall be granted an assault leave of up to, but not more than, six (6) months.

12.3. In-Service Increments. By participating in the in-service program offered by the Cleveland Metropolitan School District, an employee may increase his salary by Six Hundred Dollars (\$600.00) over a minimum period of six (6) years. Those employees who had been receiving in-service increments prior to September 1, 1991, shall continue to receive such increments for as long as they are employed by the Cleveland Metropolitan School District.

12.3.1. Jury Duty Bargaining unit members may be paid by the District while serving on jury duty, provided that they complete a request to Serve on Jury Duty Form and comply with applicable District Regulations.-

12.3.2. Within ten (10) working days following completion of the jury duty assignment, payment received for such service must be endorsed payable to the Cleveland Municipal School District and given to the Chief Financial Officer's office. Failure to observe this requirement will be cause for withholding the next regularly scheduled payroll check.

12.3.3. Bargaining unit members will be paid their regular pay (not to exceed eight (8) hours per day) for the duration of jury duty less any payments received from the Court for performing such duty.

12.3.4. Military Leave Bargaining unit members shall be permitted to take military leave consistent with state and federal law.

12.4. 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 556 according to the tables set forth in Appendix B annexed hereto and made a part hereof. Longevity increments will be paid beginning with the first pay period after eligibility.

Longevity increments shall be included in the gross hourly rate for the purpose of computing overtime. Longevity pay will be payable the month following the month an employee has completed 20, 25, 30, 35 years, rather than payable as of August 31st and January 31st only.

Effective June 30, 2012, longevity will be frozen for all bargaining unit members hired prior to July 1, 2011. Bargaining unit members hired prior to July 1, 2011 with less than 20 years, will be eligible to receive longevity compensation at his/her 20-year mark and will then be frozen at the 20-year mark. Other bargaining unit members with more than 20 years will be eligible for whichever threshold amount they obtain on or before June 30, 2012. Any employee hired after July 1, 2011, will not be eligible at any time to receive longevity.

12.5. Severance Pay and Retirement Inducement Bonus.

12.5.1. Severance Pay Based Upon Unused Sick Leave. At retirement from active duty, employees who are eligible to retire under a normal severance retirement program shall receive a cash payment equal to the value of thirty percent (30%) of their accumulated sick leave credit, not to exceed \$30,000.

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.

12.5.2. Spousal Benefit. In the event an employee, who is eligible to retire dies prior to retirement, the District shall pay to the employee's spouse either:

1. The benefit that would have been paid to the employee if he/she had elected to retire immediately before his/her death; or,
2. \$2,500.00, whichever is less.

The total available benefit pool shall not exceed \$10,000.00 in any contract year.

12.5.3. 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.

12.5.4. 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 Division of Human Resources.

12.5.5. 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.

12.5.6. Severance Pay & Deferral Plan.

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

54 and is entitled to “Severance Pay.” An employee who is required to participate in the 403(b) Plan is hereinafter referred to as a “Participant.”

C. For purposes of the 403(b) Plan, the 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 employee under Article 12; and
- 2) Upon agreement of the parties, any payment made to an employee pursuant to an early separation plan, should such a plan be offered at any time within the duration of this labor contract.

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

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

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

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

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

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

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

Plan, the deferred amount shall instead be paid to the deceased bargaining unit employee's estate. If a bargaining unit employee is entitled to a cash payment of severance pay, to the extent that the bargaining unit employee has not elected to defer such amount to a TSA or Section 457 Plan and dies prior to the date of such payment, the amount payable in cash shall be paid to the estate of the bargaining unit employee.

- H. All contributions to the 403(b) Plan and all deferrals to a TSA or Section 457 Plan, and all cash payments to all bargaining unit employees, shall be subject to reduction for any tax withholding or other withholding that the CFO determines is required by law. Neither the District, nor the CFO, nor Local 860 guarantee any tax results associated with the 403(b) Plan or deferrals to a TSA or Section 457 Plan, or cash payments made to a bargaining unit employee.
- I. The CFO of the District may execute any and all legal documents that may be required to establish and maintain the 403(b) Plan, including, without limitation, hold harmless agreements with TSA providers, and to make any required filings with the Internal Revenue Service or other governmental agencies. In addition, the terms of this 403(b) Plan that provide for the deferral of Severance Pay may be subsequently incorporated into the terms of a plan document that is adopted to comply with the requirements of IRC Section 403(b). Further, the CFO may adopt rules and regulations relating to plan administration as the CFO deems to be necessary or desirable for plan administration and compliance with applicable law.

12.6. FMLA Leave. Employees may file for Family Medical Leave Act (FMLA) consistent with federal law. Leave forms may be obtained from Human Resources.

12.7. Paid Parental Leave. The District is committed to the health and wellbeing of its employees, 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 District employees who have completed sixty (60) days of continuous employment with the District prior to their qualifying event 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 a medically necessary leave beyond the 12-weeks provided through this policy will be administered consistent with collective bargaining agreements.

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 include 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) 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 job classification and geographic area of assignment.

ARTICLE 13 EMPLOYEE BENEFITS

13.0. Eligibility.

13.0.1. General. For the purpose of this Section, all bargaining unit employees are entitled to employee benefits set forth herein. Employee contribution toward premiums is set forth in Appendix F, *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 (1) 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. Working Spouse Insurance Coverage.

1. Except as provided in Section 7 below, if a bargaining unit employee 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 provider, the bargaining unit employee 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 employee is enrolled in the District's family coverage, and the amount set forth in sub-section 13.04 above shall not apply.

3. During the open enrollment period, every bargaining unit employee who has family coverage which includes a spouse who participates in the District's group health insurance coverage shall complete and submit to the District a written declaration verifying whether his/her spouse is eligible to participate in group insurance coverage sponsored by the spouse's employer or retirement plan provider.

4. Any bargaining unit employee 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, the employee may be subject to disciplinary action up to and including termination. In addition, the bargaining unit employee shall be personally liable to the District for reimbursement of the costs of benefits and expenses. The bargaining unit employee's spouse shall also be immediately terminated from the District's group health insurance. Any action taken pursuant to this section shall be subject to Articles 16 (Discipline) and 17 (Grievance/Arbitration).

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

7. Any bargaining unit employee whose spouse is a retired District employee with at least 10 years of full-time service with the District and whose spouse is eligible for STRS or SERS health care and/or prescription benefits may elect to cover the spouse as primary. The retired

spouse does not have to enroll in the STRS or the SERS health care and/or prescription plan. However, if the retired spouse should become employed, and such employer offers group healthcare insurance, then that spouse and District employee are required to comply with Sub-sections 1 through 6 above.

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.

- A. Subject to the limitations in Section 13.0 above, during the enrollment period each year (November) each eligible employee may elect either single or family coverage from one of the following health care provider plans: Anthem, Medical Mutual SuperMed Plus, or UHChoice. The level of health insurance, prescription drug insurance, dental and vision coverage provided, or the case of self-insurance, under the self-insurance program, will be the same as provided on December 31, 2016, unless as otherwise set forth in Appendix F. 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 employee contributions for Aetna and MMO SuperMed Plus PPO effective January 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 the following monthly caps for the duration of this agreement:

	Single	Family
Anthem	110	235
UHChoice	50	120
MMO Super Med Plus	110	235

All employees contributions are made by payroll deduction in equal installments twice per month.

However, if an employee and covered spouse (if the District is the primary provider for health care for both the employee and spouse) annually voluntarily participates prior to the open enrollment period (1) in biometric testing consisting of Body Mass Index (BMI), glucose, blood pressure and cholesterol testing and (2) completes a health risk assessment, the above employee contribution shall be reduced to the following:

	Single	Family
Aetna	75	170
UHChoice	35	100
MMO Super Med Plus	75	170

The tests and assessments shall be at no cost to the employee/covered spouse if billed by the provider as preventative care services as defined below and in Appendix F. 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 860. 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 860 will jointly promote participation in these tests.

The District shall provide, at a minimum, the preventive services covered by the Affordable Care Act as of September 23, 2010 without any employee copayment or co-insurance or deductible. Those services are set forth in Appendix 13-F, 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 F, infra.

The emergency room co-pay for Anthem and MMO increases to \$100.00 from \$75.00 and this change shall be reflected in the Appendix.

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 as summarized in Appendix F, *infra*. The level of benefits shall be the same as provided in the previous Collective Bargaining Agreement between the District and Local 860 as provided by Medical Mutual of Ohio.

13.2.3. Health Care Coverage Stability. With the concurrence of Local 860, 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 860 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 860 as provided by United Healthcare, and summarized Appendix F, *infra*.

13.4. Dental Plan. All employees will be covered by a dental care program administered through a provider mutually agreeable to the parties. See Appendix F, which is incorporated herein as if restated for a description of the benefits.

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 F., *infra*.

B. Enhanced Plan. The District shall continue to offer an enhanced dental plan, which benefits are modified effective July 1, 2019, and as summarized in Appendix F, *infra*. Employees who elect enhanced coverage shall pay the contribution amounts set forth in Appendix F, *infra*., via payroll deduction.

13.5. Open Enrollment and Hard Audit. Unless otherwise agreed by the District and Local 860, 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 860 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 regular employees. The District will also provide employees with the option of purchasing up to \$500,000 of life insurance through payroll deduction 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 F, infra.

13.8. Durable Medical Equipment Benefit. Durable Medical Equipment benefits on the same terms as it has as of June 30, 2016, and as summarized in Appendix F, infra.

13.9. Shared Savings. 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.

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 a maximum amount allowed, but in no amount greater than the established 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 Account. (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 Section 125 Plan, consistent with applicable federal law. Any basic life insurance coverage provided at the District’s expense as defined in Section 8 below 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 five (5) members appointed by the CEO and five (5) members appointed by the Local 860 Business Manager. 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 860 Business Manager regarding any terms and conditions set forth in this Article, including, without limitation: (1) mandatory reenrollment; (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 860 Business Manager.

13.14. Continued Coverage for Inactive Employees.

Healthcare/prescription and life insurance coverage may be continued for any employee who becomes payroll inactive (such as resignation or a leave of absence). Said coverage continuation will be pursuant to Article 20 or as indicated below:

- a. In order to continue health care/prescription drug insurance, the inactive employee will have to pay directly to the hospitalization agency the bill that will be received from them.
- b. 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. Hard Audit. During the open enrollment period, the District shall have the right to conduct a hard audit requiring employees to produce acceptable documentation to establish eligibility for coverage for the employee as well as any claimed dependents and/or spouse. The required documentation may include, but is not limited to, birth certificates, custody decrees, marriage licenses, working spousal coverage, and/or verification of student status.

ARTICLE 14

PENSION - STATE EMPLOYEE RETIREMENT SYSTEM

Effective January 1, 1984 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 File To Be Made Available. All personnel files of individual employees excluding pre-employment information, shall be open for inspection to each employee upon request. The employee may have a representative of the Union present while he reviews his/her file.

15.0.1. Right To Review All Derogatory Material Before Inclusion Into File. No material derogatory to an employee's conduct, service, character or personality shall be placed in the file unless the employee has an opportunity to read the material. The employee shall acknowledge that s/he has read such material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that s/he read the material to be filed, and does not necessarily indicate agreement with its content. Where the employee refuses to sign, the District shall have a witness, in addition to a Facilities Manager, attest in writing to the employee's refusal.

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

15.0.3. Right To Examine File. Upon appropriate request by an employee, s/he shall be permitted to examine his/her file, other than pre-employment reference material.

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

15.1. Improved Information on Pay Stubs.

15.1.1. 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.

15.1.2. 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.

15.1.3. New Payroll System. The Cleveland Metropolitan School District is in the process of implementing a new payroll system. Items 15.1.1 and 15.1.2 above will be part of the new system.

15.1.4. Accurate Contact Information. Employees must provide accurate contact information, including mailing address and telephone number. No Post Office boxes will be accepted.

15.2. Employee Notification Of Garnishee Order. An employee shall be notified when garnishee orders are received by the District. Such notification shall be given as soon as such order is received.

ARTICLE 16 DISCIPLINE

16.0. Right To Disciplinary Conference Prior To Discipline. No layoff, suspension or other disciplinary action may be taken until the employee involved has had an opportunity to have a disciplinary conference. The only exception being that a Supervisor may suspend for the balance of his daily work assignment an employee whose physical or mental condition is believed to be such that s/he may jeopardize the safety of himself, herself or others. Such action may later be grieved.

16.1. Progressive Discipline. The purpose of discipline is to improve the work performance and conduct of the employee affected. Accordingly, 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.

- A. Discipline only for just cause – Employees covered by this agreement shall be disciplined, demoted, suspended or discharged only for just cause under arbitral law. For reasons including, but not limited to, intoxication, narcotics, criminal offenses, license suspensions, attendance, tardiness, absence without leave, neglect

of duty, dishonesty or accidents, an employee may be disciplined up to and including discharge.

- B. Progressive discipline – Progressive discipline shall apply, consistent with the District’s right to bypass any or all steps of progressive discipline, depending upon the nature of the offense.
- C. The process for termination or suspension of any bargaining unit member without pay for good and just cause shall be as follows:
 - 1. If the administrator determines after preliminary investigation that a bargaining unit member may have engaged in conduct that could lead to a recommendation for termination or suspension without pay then bargaining unit member is entitled to a fact-finding. The administrator shall have twenty work days after knowledge of the alleged violation to complete the preliminary investigation and notify the member of his/her determination that the member may have engaged in conduct that could lead to either a termination or suspension without pay. However, the twenty (20) work days may be extended in writing by mutual agreement and such agreement shall not be unreasonably withheld.
 - 2. The fact-finding hearing will be held before the appropriate Chief Operations Officer or his/her designee.
 - 3. The bargaining unit member and the union are entitled to written notice of: the allegations and the right to request representation and also to be provided with copies of any written evidence related to the allegations.
 - 4. The hearing will be held within a reasonable time (but no less than 48 hours) following receipt of the written allegations.
 - 5. The bargaining unit member will be given a meaningful opportunity to respond to the allegations.
 - 6. Not later than 10 days after the hearing the administrator shall notify the bargaining unit member and the Union in writing of the recommendation. If no discipline is recommended, the notification shall so state. If discipline

is recommended, the notification shall state the discipline and the rationale, and shall provide a copy of the notice to the CEO

7. If the administrator recommends termination or suspension without pay then the CEO/designee shall review the evidence to determine whether the recommended discipline is warranted.
8. The CEO shall make a recommendation regarding discipline within thirty (30) days of receiving the recommendation for discipline.
9. The Board can adopt or modify the recommendation but cannot impose more severe discipline.
10. The Board shall notify the bargaining unit member and the Union of its decision within 10 days of its determination.
11. Termination or suspension without pay shall be effective immediately; disciplinary action of less than thirty (30) days shall not become effective until grievance procedures (including arbitration) have been exhausted, except for reasons of physical incapacity, mental incapacity or reasonable suspicion of criminal or moral violation.
12. The bargaining unit member can appeal the discipline through the grievance procedures specified in the CBA.

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

The Weingarten Protocol set forth in Article 17 Grievance Procedure sets forth the process to be followed regarding investigatory interviews, i.e. meetings that may lead to disciplinary action, thereby granting the employee the right to union representation during the discussion.

ARTICLE 17

GRIEVANCE PROCEDURE, ARBITRATION, NO STRIKE – NO LOCKOUT

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

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

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

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

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

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

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

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

GRIEVANCE PROCEDURE

Grievances shall be resolved as follows:

STEP ONE: If a dispute arises between the parties as to the meaning or interpretation or application of any provision of this Agreement or a claim or complaint based on an event which affects a term or condition of employment, an aggrieved employee and/or Union representative shall present a written grievance to the Chief Operating Officer or his/her designee within thirty (30) days of when the employee knew or should have known of the event giving rise to the grievance. The Chief Operating Officer or his/her designee shall take the necessary steps to consider the merits of the grievance. The Chief Operating Officer or his/her designee shall have six (6) working days in which to adjust the matter. If the Chief Operating Officer or his/her designee 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 affidavit or affirmation to address the issues raised in the grievance, provided however, where the subject of the grievance is termination, the District is required to present its evidence with respect to the employee's alleged wrongdoing by witnesses only, where possible (excluding students). Within ten (10) working days after the hearing, a written response to the grievance shall be sent to the grievant and the Union, stating the specific grounds for, evidence regarding and rationale for the decision.

STEP THREE: Mediation. If the grievance is not resolved at Step Two, then the Union and the District, by mutual agreement, shall utilize the grievance mediation process in an attempt to resolve a grievance before going to arbitration. The objective is to find a mutually satisfactory resolution of the dispute. 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).

Two (2) representatives of the Union, and all necessary witnesses, shall receive their regular salaries or wages for the time spent in the grievance mediation proceeding, which shall be during working hours as stated in this agreement.

1. Grievances which have been appealed to arbitration 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 and mutually agreeable arrangements shall be made for the conference.

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

1. The grievant is entitled to attend the mediation.
2. The parties must waive any time limits in their labor agreement while the grievance mediation step is being utilized.

3. The grievance mediation process is informal and the rules of evidence do not apply. No record, stenographic or tape recordings of the meetings will be made.
4. The mediator's notes are confidential and will be destroyed at the conclusion of the grievance mediation meeting. FMCS is a neutral agency created to mediate disputes and maintains a policy of declining to testify for any party, either in court proceedings or before government regulatory authorities.
5. The mediator will use problem solving skills to assist the parties, including joint and separate caucuses.
6. The mediator has not authority to compel a resolution.
7. If the parties cannot resolve the problem, the mediator may provide the parties in joint or separate session with an oral advisory opinion.
8. If the parties cannot resolve the grievance, they may proceed to arbitration according to the procedures in this Agreement.
9. Nothing said by the parties during a grievance mediation, nor any documents prepared for a mediation session can be used during arbitration proceedings.
10. The parties must agree to hold FMCS and FMCS Commissioners harmless for any claim or damages arising from the mediation process.
11. Expedited Grievance Procedure- In the event a bargaining unit member is suspended for ten (10) working days or less, the bargaining unit member may omit STEP 1 of the grievance procedure and file a written request with the Director of Labor Relations, for a STEP 2 hearing, which shall take place within forty-eight (48) hours after said filing.

STEP FOUR:

- (A) If the matter is not resolved at Step Two, the Union shall have the right within thirty (30) work days of the date the Step Two answer is received by the Grievant to submit the matter to arbitration by informing the District that the matter is to be arbitrated. The fees and expenses of the arbitrator and the cost of the arbitration shall be borne equally by the District and the Union. The Union shall pay for its arbitration witnesses.
- (B) The arbitrator shall render a written decision and award resolving the controversy and ordering all appropriate relief. The decision and award of the arbitrator shall

be final and binding on the District, the Union, and the employees' affected. The arbitrator is prohibited from making any decision or award adding to or subtracting from or modifying in any way the provisions of this Agreement or which is contrary to law.

- (C) The arbitration hearing shall be held and the award shall be made in Cuyahoga County, Ohio.
- (D) An arbitrator will be selected from the FMCS in accordance with the voluntary labor arbitration rules.
 - 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 Step III, Paragraph 11 of this Article. Upon such declaration, the Union and the District will make immediate (within 24 hours) arrangements with the Federal Mediation and Conciliation Service for the expedited arbitration procedure and such procedure shall begin as soon as the Federal Mediation and Conciliation Service can initiate a hearing. It shall be the specific request of both the Union and the District to have a decision within seven (7) days of the hearing. Notwithstanding anything to the contrary above, the parties may by mutual written agreement, choose another expedited arbitration procedure.
 - 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.

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

17.1. **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 Article 24, Duration of Agreement.

ARTICLE 18

TRAINING AND PREVENTATIVE MAINTENANCE

18.0. The purpose of the Preventive Maintenance and Energy Conservation Training Program is: (1) to reduce utility costs; (2) extend the life of capital equipment; and, (3) allow the District's physical plants to operate in a more efficient and economical manner. Also, the heating plant(s) can be operated more effectively, economically and safely by additional training for all assistant custodians.

18.1. The District will conduct in-building training programs, during regularly scheduled hours to increase the skills of assistant custodians concerning preventive maintenance, energy conservation, and supervisory training. Participation in these training programs will be compulsory for all assistant custodians.

18.2. The assistant custodians who participate in the training classes required by the Cleveland Metropolitan School District will be compensated at their normal rate of pay for the time that they are in the training classes.

18.3. An in-service differential for successfully trained employees of \$.20 per hour will be rolled into their base salary.

18.4. The topics covered in the Preventive Maintenance and Energy Conservation Training Sessions will be determined by the District in cooperation with the Union.

18.5. Assistant custodians must attend all class sessions and successfully complete a written examination concerning the covered material for compensation. The training sessions shall cover topics such as (but are not limited to): air conditioning/refrigeration; boiler operation and operation of related equipment; electrical maintenance; floor maintenance; glazing, carpentry and lock maintenance; all new equipment related to the work of covered employees; plumbing; steam fittings; temperature controls; and maintenance of a preventive nature, for those areas.

18.6. Training sessions shall be scheduled at management's discretion, with reasonable notice being given to covered employees.

18.7. District management, with input from the Union, in a committee structure, shall develop a training program for assistant custodians and laborers. The focus of the program will be preventive maintenance, energy conservation, supervisory training and related building maintenance topics.

The committee shall be composed of three (3) members of management and three (3) members of the Union. The committee shall establish the guidelines and the content of the training program.

18.8. Implementation date - March 1, 1994.

18.9. If not implemented by March 1, 1994, then \$.20 per hour increment shall be paid to all custodians, assistant custodians, and laborers, provided, however, that continuation of this payment is conditioned upon participating in and successfully completing the initial in-service training program.

18.10. Effective July 1, 2018, all Tier II Assistant Custodians shall be required to participate in training classes, other than Growth Opportunity classes, that provide for certifications regarding plumbing, electrical, HVAC and computer skills relating to HVAC on the District's time at the District's expense. The first certification must be in HVAC. Those Tier II Assistant Custodians who receive any of the above certifications, through other than Growth Opportunity classes, shall be entitled to a \$250.00 annual stipend for each such certification, beginning with the payroll following the Tier II Assistant Custodians presenting documentation that the individual has obtained the certification. Such increases shall be limited to four stipends in eighteen months. If the certificate requires renewal, the stipend for that certificate will end unless the certificate is renewed. The stipends set forth above shall only be paid for the 2018-2019 fiscal year and shall not be paid after the 2018-2019 fiscal year, absent express agreement of the parties.

Any Tier II Assistant Custodians who already possess certifications shall receive the above stipends without further training upon presentation of documentation acceptable to the District. However, prior completion of Growth Opportunity class(es) is not considered an approved certification for stipend purposes.

Tier II Assistant Custodians training shall precede Tier I Assistant Custodians training.

ARTICLE 19

TUITION-FREE EDUCATION

Employees will receive tuition-free education at all Cleveland Metropolitan 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 employees. All credits earned through

the adult education program will be added to the personnel file of employees based upon evidence of satisfactory completion, as provided by the employee.

ARTICLE 20

EMPLOYEE DISCLOSURE REQUIREMENTS

20.0. Disclosure of Criminal Violations. Any employee who pleads guilty to or is convicted of any offense including the offenses set forth in Section 3319.39 of the Ohio Revised Code, any substantively comparable ordinance of a Metropolitan corporation or any substantively comparable statute of another State shall be required to disclose such conviction or plea of guilty to the District. Failure to do so can result in disciplinary action up to and including termination.

20.1. a. Senate Bill 38 Violations. Conviction of, or pleas of guilty of Senate Bill 38 offenses will not automatically result in termination. However, 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 consistent with the terms of the labor agreement. Any Local 860 member charged with a Senate Bill 38 offense shall be placed on unpaid administrative leave during the pendency of the criminal proceedings. The member's health benefits shall remain intact during the unpaid administrative leave with the employee contributing the employee's share. During the pendency of criminal proceedings, the District shall not take any disciplinary action against the Local 860 member relative to the pending charges. If the Local 860 member is found not guilty or charges are dismissed, the District must reinstate the Local 860 with full back pay and benefits. However, nothing precludes the District from immediately initiating disciplinary action up to and including termination consistent with the terms of the labor agreement.

20.1. b. Non-Senate bill 38 Violations. Where an individual pleads guilty to or is convicted of a non-Senate bill 38 criminal offense, the District may proceed with a disciplinary action up to and including termination consistent with the terms of the labor agreement. Any Local 860 member charged with a non-Senate Bill 38 offense occurring on District property or while on duty shall be placed on unpaid administrative leave during the pendency of the criminal proceedings. The member's health benefits shall remain intact during the unpaid administrative leave with the employee contributing the employee's share. During the pendency of criminal proceedings, the District shall not take any disciplinary action against the Local 860 member relative to the pending charges. If the Local 860 member is found not guilty or charges are dismissed, the District must reinstate the Local 860 with full back pay and benefits. However, nothing precludes the District

from immediately initiating disciplinary action up to and including termination consistent with the terms of the labor agreement. For non-Senate bill 38 offenses that occur off District property and while the member is off duty, the employee will remain in pay status with full benefits during the pendency of the criminal proceedings.

20.2. 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.

20.3. Disclosure of Arrest Warrants. Employees knowledgeable of outstanding arrest warrants must notify the 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.

20.4. 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 June 19, 2002. However, such non-disclosure shall not insulate an 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 21
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 or 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 a 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 issued 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 substantively similar drug/alcohol testing procedure with all other District employees.

ARTICLE 22

ATTENDANCE POLICY

ATTENDANCE CONTROL

MEMORANDUM OF UNDERSTANDING

ATTENDANCE POLICY

The purpose of the Memorandum of Understanding is to agree on a process for replacement of the existing Attendance Policy in the collective bargaining agreement modeled after the attached "Attendance Incentive and Absence Management" process.

It is expressly understood and agreed that the replacement of the current Attendance Policy will only occur if all of the District's non-teaching unions (Custodians Local 777, Laborers Local 860, SEIU District 1199, Teamsters Local 407, Ohio Patrolmens' Benevolent Association, Teamsters Local 244, Cleveland Council of Building Trades) agree to the replacement policy.

The parties agree to meet as members of a committee to reach an agreement on a new Attendance Incentive and Absence Management process. The committee will consist of two representatives of each bargaining unit and two representatives of the District. Other bargaining unit members or District employees may be called in by agreement to assist the committee in its work. Subject to agreement or extension by the other parties, if the committee has not reached an agreement as to a new attendance policy by June 30, 2017, unless otherwise extended by agreement of the parties, then the existing language regarding Attendance will remain in full force and effect for the duration of the agreement.

Upon implementation of the new Attendance Incentive and Absence Management program, all employees will begin with a "clean-slate" such that any prior attendance violations will be zeroed out.

Attendance Incentive and Absence Management

Purpose

Regular, reliable and prompt attendance is essential for the functioning of the District and supports our District values. Poor attendance makes it difficult for the District to function effectively and has a negative impact on student achievement. Additionally, employees who do not maintain regular, reliable and prompt attendance place a hardship on other employees who must cover their absence. While some allowances may be made for situations beyond the control of the employee, unexcused absenteeism, tardiness, early departure or failure to report absence or tardiness, will be cause for disciplinary action, up to and including termination.

Attendance Incentive

For purposes of calculating the attendance incentive a “day” shall be the number of excused sick leave days and special privilege days used by an employee.

In recognition of exemplary attendance employees will receive stipends payable by June 30 of each fiscal year.

Perfect attendance (zero days missed)	\$400
One day missed	\$300
Two days missed	\$200
Three days missed	\$100

Employees are eligible for up to \$100 per quarter for perfect attendance in the quarter.=

Absence and Tardiness Infraction Policy

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

Definitions

Excused Absence

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

Unexcused Absence/Tardy

An unexcused absence can be either Pattern Absence Abuse or Excessive Absenteeism.

Pattern Absence/Tardy Abuse

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

Excessive Absenteeism/Tardiness

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

If the employee is absent more than three consecutive scheduled work days, or if the employee has been notified that the District suspects sick leave abuse, then medical documentation must be provided from a medical provider to the Talent Department/designee within two working days of the employee's return to work, or the absence will be considered unexcused. The District also may medical documentation to confirm the wellness of an individual to return to work after an extended absence of more than two weeks or as required by law.

Telemedicine/Minute Clinic

Telemedicine. Proof of telemedicine or use of a minute clinic shall also serve as medical documentation.

Tardiness/Early Departure

- Tardiness is arriving up to 1 hour late
- Early Departure is leaving up to 1 hour early
- Being late returning from lunch or a contractually required break will be considered tardiness. Note: This provision does not apply to employees represented by Teamsters Local 407.
- An employee will not be considered to be tardy or to have departed early in situations involving illness or emergency. The employee shall submit in writing the reason for arriving late or leaving work early, along with any supporting documentation, within one day of the employee's return to work.

Employee Required to Provide Notification to Supervisor/Lead Person

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

Absence Reporting

Absence reporting is the duty of each employee to report his/her absence or tardiness to their supervisor/lead person prior to the start the employee's work day and to report a need for

early departure to their supervisor/lead person as soon as the employee knows that he/she will need to leave work early.

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

Excused absence reporting occurs if the employee either: 1) consistent with the process designated in writing by the employee's supervisor/lead person; or 2) is unable to report his/her absence, tardiness, or early departure as stated above due to an emergency or situation beyond the control of the employee. In such cases the employee shall be required to report the absence, tardiness or early departure by the close of the next work day, otherwise the failure to report shall be deemed to be unexcused.

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

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

Employees should notify the depot the night before an absence occurs. Employees must call in an absence or tardy arrival as early as possible but in no case less than 15 minutes before their starting time for a morning absence.

Employees who will be absent in the morning only should notify the depot of their intent to return to work for the afternoon shift. A supervisor may deny an employee the right to return to work in the afternoon if the employee did not indicate this intention when reporting the absence. If an employee is allowed to return to work after failing to report afternoon presence, a supervisor may assign the employee to other duties than the assigned route.

Employees who report to work in the morning but will not be present in the afternoon must notify their supervisor at least 45 minutes before the scheduled afternoon starting time.

Absence Occurrence

- Each single day of unexcused absence counts as one occurrence.
- For bus drivers and attendants an unexcused absence for one specific portion of a day (morning, mid-day or afternoon route) counts as one-half (1/2) of one occurrence
- Each tardy or early departure instance (arriving between 7 minutes and 1 hour late or leaving up to 7 minutes or 1 hour early) counts as one half (1/2) occurrence.
- Each unexcused absence reporting by an employee will count as one occurrence.
- If an employee is tardy and a substitute has already replaced the driver, management may, at its discretion, send the employee home for the shift.

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

Progressive Discipline for Absence, Tardy or Early Departure Infractions

Disciplinary Action Steps

The District policy of disciplinary action for attendance consists of five steps which are administered in progressive order. However, in some cases, the seriousness of the infraction or performance issue may warrant skipping one or more steps in the process. To assist supervisors in determining the appropriate level of disciplinary action in a particular situation, and to promote consistency in the application of the disciplinary action process, a chart at the end of this section provides examples of infractions and appropriate action steps. At each of these steps the employee will be entitled to a meeting with union representation at his/her request and will have a meaningful opportunity to respond to the allegations and present information about any mitigating circumstances.

Step One: Counseling/Verbal Warning

After the first occurrence, (or first two half occurrences) as defined above, the supervisor will provide a warning to the employee through a documented conversation with the employee in order to improve the attendance concerns and put the employee on notice that additional attendance issues will result in disciplinary action.

Step Two: Written Reprimand

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

Step Three: Three Day Suspension Without Pay

Following Step Two, when an employee incurs an additional absence occurrence (or two half occurrences) within a twelve month period, the employee will receive a three day suspension without pay.

Step Four: Five Day Suspension Without Pay

Following Step Three, when an employee incurs an additional absence occurrence within a twelve month period, the employee will receive a five-day suspension.

Step Five: Termination

Following Step Four when an employee incurs an additional absence occurrence (or two half occurrences) within a twelve month period, the employee will be terminated.

Disciplinary Action Track for Attendance Infractions

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

Length of Time Disciplinary Action Remains Active

Disciplinary action is active for a period of up to two years. The calculation of the two year period will begin with the date of the incident giving rise to the action step for the first event. Within the first year following a disciplinary action for attendance abuse, the next level of disciplinary action will be taken. If it is more than one year from the last similar disciplinary action for attendance abuse, then the same level of disciplinary action generally should be applied. If it has been two or more years since the last disciplinary action, no reference should be made to any previous disciplinary action.

Infraction	Action Steps			
	1st Offense	2nd Offense	3rd Offense	4th Offense
Failure to report absence in a timely manner as required by department procedures	verbal warning	written reprimand	3-day suspension	termination
Unexcused tardiness/or early departure abuse	verbal warning	written reprimand	3-day suspension	termination
Unexcused absence	verbal warning	written reprimand	3-day suspension	termination
			3-day suspension	termination
Knowingly Falsifying time reporting entries				up to termination
Failure to report to work for four consecutively scheduled workdays without notifying immediate supervisor				termination

ARTICLE 23

RETURN TO WORK / TRANSITIONAL WORK PROGRAM

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

Option A

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

Option B

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

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

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

23.1. OPTION A – CLEVELAND METROPOLITAN SCHOOL DISTRICT WAGE CONTINUATION PROGRAM

23.1.1. Eligibility Requirements and Benefits. Eligibility for the CLEVELAND METROPOLITAN SCHOOL DISTRICT Wage Continuation Program requires the employee to be off work due to a work related injury, provided the employee reports the injury within twenty-four (24) hours of the incident of illness or injury. A Workers' Compensation claim will be filed

for payment of medical benefits through the Bureau of Workers' Compensation. Paid leave shall be granted for a period of time as recommended by a Provider from the CMSD Preferred Provider Panel not to exceed two (2) years 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 temporary disability, and estimated return to work date. Attending physician statements must be submitted to the District within forty-eight (48) hours of treatment. Should these requirements not be fulfilled by the employee, a request for wage continuation extension may not be considered. All benefits, including insurance, will continue during the duration of the Wage Continuation Program.

23.1.2. Holiday / Vacation Pay. 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.

23.1.3. Employee Reporting Requirements. 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.

23.1.4. Re-injury Provisions. 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 the employee is still following the requirements of the program and 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.

23.1.5. Options After Exhaustion of Wage Continuation. 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.

23.1.6. False Claims – District Right to Recoup Benefit Payments. 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.

23.1.7. Return to Work under Program. 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 METROPOLITAN SCHOOL DISTRICT Return to Work/Transitional Work Program. An employee electing to participate in the CLEVELAND METROPOLITAN 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).

23.1.8. Unable to Return to Work Under Program – BWC Vocational Rehabilitation. 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. The employee will be reinstated to an appropriate active pay status upon completion of the Vocational Rehabilitation Program subject to any medical restriction(s) identified by the Physician in accordance with this article regarding the Collective Bargaining Agreement.

23.1.9. Removal from the Program. 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.

23.1.10. Assault Leave. Any employee granted Assault Pay will be eligible for Option A provided that CMSD's Preferred Provider Panel is utilized and the employee has complied with this Article. Leave used under Assault Pay will be deducted from the two year paid Wage Continuation Program.

23.2. OPTION B – UNPAID WORKERS' COMPENSATION LEAVE

23.2.1. Continuation of Benefits. 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.

23.2.2. Return to Work. 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.

23.3. CMSD Transitional Work Committee. Such Return to Work/Transitional Work Program is a cooperative effort between labor and management, mutually agreed upon.

ARTICLE 24

DURATION OF AGREEMENT

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

In the event the District is able to certify the availability of funds to extend the Agreement for one additional year (from July 1, 2026 through June 30, 2027), the District may, at its sole discretion and no later than January 1, 2025, notify the union in writing of its election to extend the Agreement and the Agreement shall remain in effect for the additional year.

In the event the District is not able to provide such certification by January 1, 2025 but the is able by January 1, 2026 to certify the availability of funds to extend the Agreement for one additional year (from July 1, 2026 through June 30, 2027), the District may, at its sole discretion and no later than January 1, 2026, notify the union in writing of its election to extend the Agreement and the Agreement shall remain in effect for the additional year.

ARTICLE 25

MUTUAL RELEASE AND NO REPRISALS

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 been 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 PROVISIONS

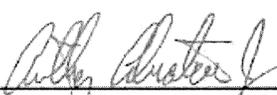
If any provision of this Agreement is found to be in violation of law by a final order of a court of competent jurisdiction, or the District and the Union agree that said provision is in violation of the law, then said provision shall be considered void, and the other provisions of this Agreement shall 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 effected 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 authorized representatives.

**CLEVELAND METROPOLITAN
SCHOOL DISTRICT**

**LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA, LOCAL 860,**

By: 
Dr. Warren Morgan II, Chief Executive
Officer

By: 
Anthony Liberatore, Jr., Business
Manager/Secretary-Treasurer

Date 10-8-24

Date 9-16-24

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CLEVELAND MUNICIPAL SCHOOL DISTRICT AND
LOCAL NO. 860,
TO GRANDFATHER ONE EMPLOYEE REGARDING INSPECTIONS**

The Cleveland Municipal School District (“District”) and the Local No. 860 (“Union”), agree to the following Memorandum of Understanding (“MOU”) that will govern the grandfathering of one Assistant Custodian, Bernard Soboslay, regarding three (3) hour mandatory and permissive inspections at time and a half, except double time on Sundays and Holidays. The District and Union are sometimes hereinafter referred to as the “Parties.”

WHEREAS, the District and the Union have been parties to a series of collective bargaining agreements;

WHEREAS, beginning in 1984, the Parties agreed to two tiers of inspections, whereby certain employees were entitled to a minimum of three (3) hours for mandatory and permissive inspections at time and a half, except double time on Sundays and Holidays; and

WHEREAS, there remain only one employee from the original group of employees entitled to the above terms, and the Parties seek to remove the provision relating only to those two employees, but to continue to provide a minimum of three (3) hours for mandatory and permissive inspections at time and a half, except double time on Sundays and Holidays, for this employees only;

NOW, THEREFORE, the Parties hereby agree as follows:

1. Section 8.1.2.(B) & (C) and Appendix D of the Parties’ July 1, 2016 through June 30, 2017 collective bargaining agreement are eliminated.
2. Notwithstanding the elimination of Section 8.1.2.(B) & (C) and Appendix D, Bernard Soboslay shall be entitled to work and be paid a minimum of three (3) hours for all mandatory and permissive inspections each shall perform at time and a half, except double time on Sundays and Holidays, until the earlier of each individual’s retirement or the modification of this MOU.

APPENDIX A

Compensation Schedules
Classified Hourly Schedule 2024-2025 to 2026-2027
Assistant Custodian Positions
Laborers' International Union of North America, Local 860

Tier I Rates

Job Class	Job Title	2024-2025 4%	2025-2026 2%	2026-2027 3%
630020	Assistant Custodian	\$24.77	\$25.27	\$26.03
620022	Assistant Custodian, Safety	\$29.12	\$29.70	\$30.59

Tier II Rates

Job Class	Job Title	2024-2025 4%	2025-2026 2%	2026-2027 3%
630020	Assistant Custodian	\$20.45	\$20.86	\$21.49
	Assistant Custodian, Temporary	\$20.45	\$20.86	\$21.49

Differentials are as indicated below:

A. **Afternoon and Nighttime Increment.** An afternoon and nighttime shift increment of \$.80 per hour shall be received by second shift (afternoon) and third shift (evening) employees for the 2021-2022 school year; \$.82 per hour for the 2022-2023 school year and \$.84 per hour for the 2023-2024 school year.

B. **Hours Between Friday Midnight and Sunday Midnight.** A weekend increment of \$.80 per hour shall be paid for all scheduled hours worked between Friday midnight and Sunday midnight. This increment shall be \$.82 per hour for the 2022-2023 school year and \$.84 per hour for the 2023-2024 school year.

C. **No Pyramiding.** No Assistant Custodian/ Assistant Custodian Quadrant Rover is to receive both an afternoon or night shift differential and a weekend differential as described in Paragraphs (A) and (B) above, i.e., no pyramiding will be permitted.

D. **Food Programs.** A \$.66 per hour increment shall be paid to any Assistant Custodian/ Assistant Custodian Quadrant Rover who is assigned to and works in a school operating a breakfast and a bag lunch or hot lunch program and works such program for the 2021-2022 school year. This increment shall be \$.68 per hour for the 2022-2023 school year and \$.69 per hour for the 2023-2024 school year. This shall apply for non-overtime hours worked.. Only breakfast and hot lunch programs may be pyramided.

E. **Overtime for Sunday or Holiday Shift.** On any Sunday or Holiday shift that an Assistant Custodian/ Assistant Custodian Quadrant Rover is present and working, s/he shall be paid at a rate of time and one-half. A shift qualifies if one-half (1/2) or more of the shift hours are on a Sunday or Holiday. Qualifying shifts are also not eligible for weekend increments.

F. **Summer School Activities.** The salary schedule for a regular assigned Assistant Custodian/ Assistant Custodian Quadrant Rover who is assigned to and works during the summer school session in a building in which students attend summer school activities shall be an amount as determined on the above wage schedule plus \$1.24 per hour for hours normally worked during summer school sessions for the 2021-2022 school year. This rate shall be \$1.28 per hour for the 2022-2023 school year and \$1.31 per hour for the 2023-2024 school year. This hourly rate shall be paid only for non-overtime hours and in determining overtime pay, the overtime premium shall be added to the regular rate as payable under Section 555-B.

G. **Multiple-Building Site Differential.** A \$.82 per hour increment shall be paid to any Assistant Custodian who is assigned to and works in a multiple building site building. This increment shall be \$.85 per hour for the 2022-2023 school year and \$.87 per hour for the 2023-2024 school year

H. **In Lieu of Mileage and Travel Reimbursement.** In recognition of the unique nature of the Assistant Custodian Quadrant Rover duties, a \$.69 per hour increment shall be paid to any Assistant Custodian Quadrant Rover for the 2021-2022 school year. This increment shall be \$.71 per hour for the 2022-2023 school year and \$.72 for the 2023-2024 school year.

APPENDIX B

SUBJECT TO SECTION 12.4

Longevity Anniversary Increments

Years of Service Completed	Increment Annual Salary Base	Increment Hourly Base
20 years	\$ 832.00	\$.40
25 years	\$ 1,809.60	\$.87
30 years	\$ 2,995.20	\$ 1.44
35 years	\$ 4,472.00	\$ 2.15

APPENDIX D

PERMIT



FACILITIES DEPARTMENT

Subject to all the terms and conditions of the application for this permit on file with the Board of Education and made part of this permit, permission is hereby granted.

<u>5966 J</u> Date Received	Date Issued	Permit Number	
Facility	638	Applicant	
Space		Fund#	Budget#
Equipment		Event:	
Specific Date(s)		Attendance	
Permit Time:	Event Time:	STAFFING: Custodian	0 Security
		0 Assistant Custodian(s) 0 Laborer(s)	

COMMENTS:

Issued By Nicholas Jackson/et

Fax Number: (216) 441-8037

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. DO NOT 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 4th, Labor Day, Veterans' 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: I _____ 3/2/2013

APPENDIX G

Cleveland Municipal Schools' Return to Work/Transitional Work Program

Statement of Policy

1. Cleveland Municipal Schools has experienced ever increasing costs in the area of Workers' compensation. It is the goal of both management and labor to implement a return to work/transitional work program as well as benefiting the injured employee and the District. 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.

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 under 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

2. 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.)

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 the 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 the Union. Any placement outside of the bargaining unit of a bargaining unit member will only occur should no light duty positions be available within the 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. An employee may only temporarily perform work in a different union under this program so long as the affected Union President(s), or delegate(s), the employee and Management agree in writing. 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 chosen by the District. The employee will not be responsible for the cost of treatment by the CMSD preferred provider network and facility.

Employees sustaining a work related injury that requires medical attention at a medical treatment facility (i.e., sprains, simple fractures, etc.) will receive treatment by a program physician or medical facility. 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. The employee will sign any necessary waivers to allow the employee's personal physician(s) to release information to the pro-gram 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.

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 or she will no longer be eligible for the District's Salary and Wage/Transitional Work program. In this event, he or she will be referred to Human Resources

and instructed to apply for appropriate work accommodations. Human Resources will determine whether or not reasonable accommodations can be made under their guidelines. or is applying for disability retirement, and if the employee has followed the wage continuation program, the District will continue wage continuation for a period of forty-five (45) days in addition to the two (2) years wage continuation for which the employee is eligible under Article 13 of the Collective Bargaining Agreement. Human Resources will continue to review the vacancy list every two (2) weeks for a position for which the employee would qualify. Where appropriate, if the employee qualifies for BWC rehabilitation, the District will cooperate with the BWC in allowing on-the-job training to help qualify the injured worker for a position.

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 the employee becoming ineligible for the program.

APPENDIX F

HEALTH BENEFITS

Medical Benefit Summary

Benefits	UHChoice Network Only (No coverage if outside UHChoice, except in emergency)	ANTHEM Network / Non-Network	MMO - SUPERMED PLUS PPO Network / Non-Network
Hospital Services (Emergency Co-pay (ER), Urgent Care Co-pay (UC))	\$50 Co-Pay (ER) \$25 Co-pay (UC)	\$100 Co-pay (ER) \$35 Co-pay (UC) / 70%	\$100 Co-pay (ER) \$35 Co-pay (UC) / 80%
Physician Services (Office Visit or Telemed)	\$10 Co-pay	\$20 Co-pay / 70%	\$20 Co-pay / 80%
Specialist Office Visit	\$25.00	\$30.00/70%	\$30.00/80%
Physician Services (Surgery, 2 nd Surgery Opinion)	100%	100% / 70%	100% / 80%
Physician Services (X-Ray & Lab)	100%	100% / 70%	100% / 80%
Prescription Drug			
Generic	\$ 5 Co-pay	\$ 5 Co-pay	\$ 5 Co-pay
Formulary	\$ 10 Co-pay	\$15 Co-pay	\$15 Co-pay
Non-Formulary	\$ 10 Co-pay	\$20 Co-pay	\$20 Co-pay
Contraceptives	Covered	Covered	Covered
Mail Order /Days Supply per prescription	90 Days	90 Days	90 Days
Generic	\$ 5 Co-pay	\$10 Co-pay	\$10 Co-pay
Formulary	\$ 10 Co-pay	\$30 Co-pay	\$30 Co-pay
Non-Formulary	\$ 10 Co-pay	\$40 Co-pay	\$40 Co-pay
Physical / Occupational Therapy	\$10 Co-pay	\$15 Co-pay / 70%	\$15 Co-pay / 80%
Annual Maximum	Up to 2 months or 30 visits per therapy, whichever is greater	60 visits	60 visits
Speech Therapy	\$10 Co-pay Up to 2 months or 30 visits, whichever is greater	\$15 Co-pay / 70% 20 visits per benefit period	\$15 Co-pay / 80% 20 visits per benefit period
Mental Health (MH) and Substance Abuse (SA)			
Mental Health - In Patient	100%	100 % / 70%	100 % / 80%
Substance Abuse – In patient	100%	100% / 70%	100% / 80%
MH & SA – In patient (Combined)	Unlimited	Unlimited	Unlimited
Mental Health - Outpatient	\$10 Co-pay	\$15 Co-pay / 70% after deductible	\$15 Co-pay / 80% after deductible

Substance Abuse - Outpatient	100%	\$15 Co-pay / 70% after deductible	\$15 Co-pay / 80% after deductible
MH & SA – Outpatient (Combined)	Unlimited	Unlimited	Unlimited
Major Medical			
Single (deductible)	\$0	\$ 0 / \$ 250	\$ 0 / \$ 250
Family (deductible)	\$0	\$ 0 / \$ 500	\$ 0 / \$ 500
Single (Max Out-of-Pocket for Co-Insurance)	\$0 (excludes payroll contributions)	\$ 0 / \$2,250 (excludes deductible and payroll contributions)	\$ 0 / \$ 2,000 (excludes deductible and payroll contributions)
Family (Max Out-of-Pocket for Co-Insurance)	\$0 (excludes payroll contributions)	\$ 0 / \$4,500 (excludes deductible and payroll contributions)	\$ 0 / \$ 4,000 (excludes deductible and payroll contributions)
Dependent Age Limit	To Age 26	To Age 26	To Age 26
Lifetime Maximum	Unlimited	Unlimited	Unlimited
Special Feature-Durable Med. Equip.	100%	100% / 70%	100% / 80%
Special Feature-Hospice	100%	100%	100%
Special Feature-Skilled Nursing	100%	100% / 70%	100% / 80%
Special Feature-Organ Transplant	100%	100% / 70% (if pre-authorized)	100% / 50% Separate \$1 Million Lifetime
Infertility Services	70%--See Certificate for exclusions	Not Covered	Not Covered

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

If there is a discrepancy between the plan document and this bulletin, the plan document will prevail. See Certificate of Coverage for details.

DENTAL BENEFIT SUMMARY
MetLife Insurance
Effective 7/1/19

Description	Basic		Enhanced	
Deductible	\$25 Individual / \$50 Family		\$25 Individual / \$50 Family	
Calendar Year Maximum	\$1,500 per person		\$2,500 per person	
	In-Network	Out-of-Network	In-Network	Out-of-Network
Preventative Oral Examinations – 2 per year Prophylaxis (cleanings – 2 per year Topical Fluoride Applications – to age 14 annually Bitewing X-rays – once per year Full Mouth X-rays – once every 60 months Space Maintainers for children under 14	100% of PDP Fee*	100% of R&C Fee**	100% of PDP Fee*	100% of R&C Fee**
Basic Fillings, Simple Extractions, Endodontics, Oral Surgery, Periodontics, General Anesthesia, Consultations	80% of PDP Fee*	80% of R&C Fee**	80% of PDP Fee*	80% of R&C Fee**
Major Bridges and Dentures – once every 5 years Inlays, Onlays & Crowns – once every 5 years Prosthetics (Fixed) – once every 5 years Crown Build-ups Veneers, Harmful Habit Appliance, Crown, Denture & Bridge Repair Implants (Covered under the Enhanced Plan only)-Installation once per 60 months; maintenance once per 12 months	20% of PDP Fee*	20% of R&C Fee**	80% of PDP Fee*	80% of R&C Fee**
Orthodontics – Child Only Dependents covered until age 19	20% of PDP Fee*	20% of R&C Fee**	80% of PDP Fee*	80% of R&C Fee**
Orthodontia Lifetime Maximum	\$1,500 per person	\$1,500 per person	\$2,500 per person	\$2,500 per person
*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.

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

YOU DO NOT NEED TO PRESENT AN ID CARD TO PROVE COVERAGE OR CONFIRM YOU ARE ELIGIBLE. YOUR DENTIST CAN EASILY VERIFY ELIGIBILITY AND PLAN INFORMATION VIA PHONE OR ONLINE WITH METLIFE DENTAL

VISION INSURANCE BENEFITS SUMMARY

United Healthcare Optical Vision Plan (Local 860)	
Description	Employee Benefit/Co-pay
Examination One exam every 24 months for employees and dependents 19 years of age or older, and once every 12 months for employees and dependents under age 19	Exam \$0 Co-pay
Lenses / Frames One pair every 24 months for employees and dependents 19 years of age or older, and once every 12 months for employees and dependents under age 19. Covered in full, including lens options such as tinted lenses and scratch-resistant coatings	Single Vision \$45.00 Co-pay Standard Bifocals Standard Trifocals Lenticular or Aphakic Lens Frames on display
Contact Lenses 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)	Contact lenses \$45.00 Co-pay

Dependent child coverage is provided to eligible children until age 26

CLEVELAND METROPOLITAN SCHOOL DISTRICT
Payroll Deductions (Bi-Monthly)
Eff. 1/1/22

LOCAL 860	CALENDAR YEAR			
Full Time Employees (assigned a minimum of 19 hours per week) ^{*1}	Single – Wellness	Single – No Wellness	Family² – Wellness	Family² – No Wellness
Anthem	\$42.50 ³	\$55.00 ³	\$95.00 ³	\$117.50 ³
UHChoice	\$17.50	\$25.00	\$50.00	\$60.00
<u>MMO-SuperMed Plus PPO</u>	\$42.50 ³	\$55.00 ³	\$95.00 ³	\$117.50 ³
Basic Dental	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Enhanced Dental	\$6.83		\$22.15	
Vision –United HealthCare Vision	\$0.00			

^{*1}Qualifying eligibility hours are based on District approved assignments and hours. Review your collective bargaining agreement for specific coverage and eligibility rules.

²Working 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).

³For Aetna and MMO coverage, at present the 2022 calendar year rates are unknown; the amounts in the chart represent the maximum amount that an employee could have deducted. Employees will pay 10% of the premium (COBRA equivalency), subject to the hard caps referenced above. The effective date of the rate change shall be January 1, 2022 and each January 1 thereafter.

[Physician Certification _____]

Date _____

[Name and Address of
Independent Third Party]

To whom it may concern:

On _____, _____ successfully completed
[Date of completion] [Individual's name]

biometric testing consisting of BMI, glucose, blood pressure and cholesterol testing.

[Name and address of Physician]

Preventive Services Covered Under the ACA | HHS.gov

ACA Appendix Insert

HHS.gov

U.S. Department of Health & Human Services

Health Care

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:
 - o Hepatitis A
 - o Hepatitis B
 - o Herpes Zoster
 - o Human Papillomavirus
 - o Influenza (Flu Shot)
 - o Measles, Mumps, Rubella
 - o Meningococcal
 - o Pneumococcal
 - o Tetanus, Diphtheria, Pertussis
 - o 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*
13. **Gonorrhea** screening for all women at higher risk
14. **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.
10. **Fluoride Chemoprevention** supplements for children without fluoride in their water source
12/18/2016 Preventive Services Covered Under the ACA I HHS.gov
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 influenza 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
18. **1/20 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.
21. **Obesity** screening and counseling
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

APPENDIX G

EVALUATION FORM

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

Cleveland Metropolitan School District

Performance Evaluation for Represented Educational Support Staff

May 22, 2014

Employee Name: _____

Position: _____

Evaluation Period: From: _____

To: _____

Evaluator: _____

Date: _____

Instructions

Objectives for the Performance Evaluation

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

Instructions for Completing the Evaluation Form

1. Reviews are to be conducted on an annual basis no earlier than 60 calendar days before the last scheduled work day of the year for ten month employees and no earlier than 60 calendar days before June 30 for twelve month employees.
2. Review the employee's job responsibilities and consider his/her performance during the entire review period, including documentation of significant events that have occurred.
3. For each factor, evaluate the sub-factors using the wording of the rubrics as a guide to determine your rating. All rating descriptions will only apply to this performance evaluation process. If a sub-factor does not apply to the employee, use "N/A."
4. If a rating on a sub-factor is below "Skilled" but there is no supporting evidence, the rating will become "Skilled."
5. Note accomplishments and performance improvement needs and plans in the 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.

Instructions for Conducting the Review

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

Employee Responsibilities

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

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

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

Total Performance Rating Guidelines

- Exemplary:** Five or more sub-factors are rated *Accomplished* or higher with at least three of those sub-factors rated *Exemplary*, and no sub-factors are rated lower than *Skilled*. Performance exceeds the expectations for the position over two or more consecutive review periods. Note: At least four sub-factors are rated as *Exemplary* for leadership positions.

- Accomplished:** Five or more sub-factors are rated *Accomplished* or higher and no sub-factors are rated lower than *Skilled*. Performance exceeds the expectations for the position. Note: Six sub-factors for leadership positions.

- Skilled:** Performance is primarily *Skilled* and does not fall into the *Exemplary*, *Accomplished*, or *Ineffective/At Risk* categories. Total performance meets the expectations for the position.

- Ineffective/At Risk:** Five or more sub-factors are rated *Marginal* or lower or two or more sub-factors are rated *Ineffective/At Risk*. Performance must improve and the employee is placed in a *Performance Improvement Program*.

Performance Factors

All rating descriptions will only apply to this performance evaluation process

Performance Factor #1						
Job Knowledge						
Possesses and demonstrates the capabilities to perform the duties of the position						
	Sub-Factor	Ineffective/At Risk (I)	Marginal (M)	Skilled (S)	Accomplished (A)	Exemplary (E)
1a Possesses and Applies Job Knowledge Rating <input type="checkbox"/>		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.
1b Development of Job Knowledge Rating <input type="checkbox"/>		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.
1c Problem Solving Ability Rating <input type="checkbox"/>		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.

**Performance Factor #2
Professionalism**

Exhibits behaviors required to be successful in position and set a positive example for others

	Sub-Factor	Ineffective/At Risk (I)	Marginal (M)	Skilled (S)	Accomplished (A)	Exemplary (E)
2a	Communications Effectiveness	Frequently does not demonstrate the written, verbal, or listening skills that are required to communicate effectively in all normal job situations.	At times does not demonstrate the written, verbal, or listening skills that are required to communicate effectively in all normal job situations.	Demonstrates written, verbal, and listening skills that meet the requirements of the position and can communicate effectively in all normal job situations.	During the review period has demonstrated written, verbal, and listening skills that are effective in even the most sensitive interactions with others.	For two or more consecutive review periods has demonstrated written, verbal, and listening skills that are effective in even the most sensitive interactions with others.
Rating						
2b	Maintains Confidentiality	On more than one occasion during the review period has not maintained required confidentiality of information associated with the position.	On one occasion during the review period has not maintained required confidentiality of information associated with the position.	At all times maintains required confidentiality of information associated with the position.	At all times during the review period has maintained required confidentiality of information associated with the position and served as a resource to others in handling sensitive situations.	For two or more consecutive review periods has maintained required confidentiality of information associated with the position and served as a resource to others in handling sensitive situations.
Rating						
2c	Appearance As Defined In Board Policy Or The CBA Applicable To The Position. (List as N/A if there is no defined policy.)	On more than one occasion during the review period, appearance has not met the requirements of the position and has had to be addressed by supervision.	On one occasion during the review period, appearance has not met the requirements of the position and has had to be addressed by supervision.	During the review period, appearance has consistently met the requirements of the position.		
Rating						
2d	Co-Worker Collaboration & Teamwork	Has frequently not shown respect for co-workers or demonstrated a willingness to collaborate with others to find solutions to work problems and accomplish tasks in a timely manner.	At times during the review period has not shown respect for co-workers or demonstrated a willingness to collaborate with others to find solutions to work problems and accomplish tasks in a timely manner.	Consistently shows respect for co-workers and demonstrates a willingness to collaborate with others to find solutions to work problems and accomplish tasks in a timely manner.	During the review period has been a leader in showing respect for co-workers and demonstrating a willingness to collaborate with others to find solutions to work problems and accomplishing tasks in a timely manner.	For two or more consecutive review periods has been a leader in showing respect for co-workers and demonstrating a willingness to collaborate with others to find solutions to work problems and accomplishing tasks in a timely manner.
Rating						

Performance Factor #3

Customer Service

Has been trained and utilizes S.T.A.R.T with H.E.A.R.T. principles to respond to the needs of students, parents, staff and community stakeholders

If the employee has not been trained rate this factor as “N/A”

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

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)
4a	Adaptability/ Flexibility	Frequently exhibits resistance to the normal interruptions and adjustments to the work routine or the implementation of necessary change initiatives.	At times exhibits resistance to the normal interruptions and adjustments to the work routine or the implementation of necessary change initiatives.	Anticipates and effectively deals with the normal interruptions and adjustments to the work routine. Supports the implementation of necessary change initiatives.	Anticipates and effectively deals with the normal interruptions and adjustments to the work routine. During the review period has served as a role model in the implementation of necessary change initiatives.	Anticipates and effectively deals with the normal interruptions and adjustments to the work routine. For two or more consecutive review periods has served as a role model in the implementation of necessary change initiatives.
Rating						
<input type="checkbox"/>						
4b	Initiative	Frequently does not manage own time and work activities to complete assignments as expected and an excessive level of supervision is required.	At times has difficulty managing own time and work activities and does not complete assignments as expected and more than a normal level of supervision is required.	Manages own time and work activities to be able to complete regular assignments as expected with only a normal level of supervision required.	Is a self-starter and during the review period has completed all assignments as expected with minimal supervision required. As appropriate, seeks new tasks and responsibilities.	Is a self-starter and for two or more consecutive review periods has completed all assignments as expected with minimal supervision required. As appropriate, seeks new tasks and responsibilities.
Rating						
<input type="checkbox"/>						
4c	Planning, Organizing & Time Management	Frequently does not plan, organize, and manage own time which requires extensive supervisor follow-up to ensure the performance and timely completion of the normal duties of the position.	At times does not plan, organize, and manage own time to perform all of the normal duties of the position without the need for additional supervisor follow-up beyond that which is normally required.	Regularly plans, organizes, and manages own time to perform the normal duties of the position without the need for additional supervisor follow-up beyond that which is normally required.	During the review period has been a self-starter in planning, organizing, and managing own time to perform assigned tasks without supervisor follow-up and seeking additional opportunities to contribute to the District's needs.	For two or more consecutive review periods has been a self-starter in planning, organizing, and managing own time to perform assigned tasks without supervisor follow-up and seeking additional opportunities to contribute to the District's needs.
Rating						
<input type="checkbox"/>						
4d	Attendance	Has received more than one violation under the progressive discipline of the attendance policy during the review period. Attendance needs to improve to an acceptance level.	Arrives at work on time, works a full day, and does not leave early most of the time and has received one violation under the progressive discipline of the attendance policy during the review period.	Arrives at work on time, works a full day, and does not leave early on a regular basis and has received no discipline for attendance during the review period.	During the review period has had no more than 3 days of absence for those with 200 or more regularly scheduled work days or no more than 2 days of absence for those with 199 or less regularly scheduled work days. Excused absences for vacation, jury duty, professional leave, military leave, union business, special privilege, or assault leave will not count towards your total days.	Have had no occurrences of absence, tardiness or leaving early. Excused absences for vacation, jury duty, professional leave, military leave, union business, special privilege, or assault leave will not count towards your total days.
Rating						
<input type="checkbox"/>						

Performance Factor #5

Safety

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

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

**Performance Factor #6
Leadership Effectiveness**

(Applicable only to positions that direct the work of others) — Demonstrates the ability to effectively train and direct the work of others

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

Summary of Ratings

Sub-Factor Ratings (Note With An X)

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

	Ineffective/At Risk	Skilled	Accomplished	Exemplary
Total Performance Rating:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Performance Improvement Plan

(Required for a Total Performance Rating of Ineffective/At Risk)

Name: _____ Date: _____
Position: _____ Reviewer: _____

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

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

Employee Signature: _____ Date: _____

Evaluator Signature: _____ Date: _____

Approved by: _____ Date: _____

Performance Improvement Plan Flow Chart

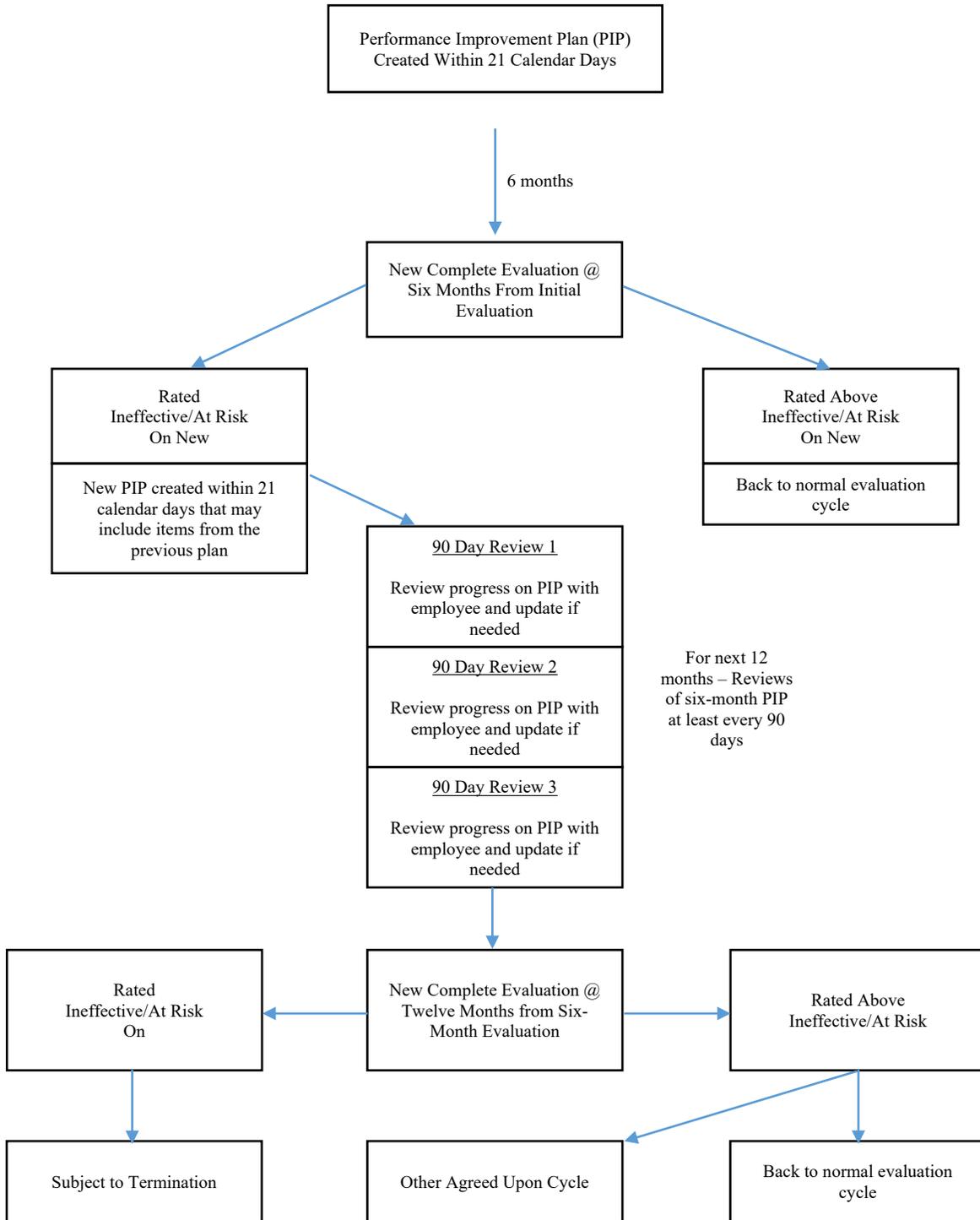


Exhibit A

Tier I Facilities as of July 12, 2021

TIER I BUILDINGS-LICENSED			
BRACKET 14		BRACKET 15	BRACKET 16
Brooklawn		Denison	Benjamin Franklin
Valley View		Michael White	Old Garrett Morgan MOU
Louis Agassiz		Washington Park	Newton D. Baker
BRACKET 17		BRACKET 18	BRACKET 19
Carl F. Shuler		Charles A. Mooney	Glenville
Clara E. Westropp		Jane Addams	Woodland Data Center
Margaret Spellacy			
Tremont			
BRACKET 20			
Collinwood			
East Tech			
Lincoln-West			
South			