

CLEVELAND METROPOLITAN SCHOOL DISTRICT BOARD OF EDUCATION

AND

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

COLLECTIVE BARGAINING AGREEMENT

2021-2024

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SAFETY & SECURITY
AGREEMENT

between

Ohio Patrolmen's Benevolent Association

and

Board of Education for the Cleveland Metropolitan School District

PREAMBLE

THIS AGREEMENT has been made and entered into effective the 1st day of July, 2021, by and between the Board of Education of the Cleveland Metropolitan School District (hereinafter the "District") and Ohio Patrolmen's Benevolent Association OPBA (hereinafter the "Union"). Unless otherwise specified, the parties agree that all changes shall become effective upon ratification. Reference to Administration shall include all Supervisors at all levels employed by the Cleveland Metropolitan School District. As used in this section, "supervisor" does not include lead officers or corporals.

ARTICLE 1

RECOGNITION AND COVERAGE

1.0 Exclusive Bargaining Representative. The District recognizes the Union as the sole and exclusive bargaining representative of all bargaining unit members now employed or to be employed in the hereafter described bargaining unit. The bargaining unit shall be defined as all employees in the Cleveland Metropolitan School District in the following positions or classifications: All full-time and part-time Security Personnel including Investigator Counselor, Security Officer, Mobile Response Officers, Dispatcher, Impact Unit, School Resource Officers, Flex Team Officer, Mobile Patrol Officers, Central Station Operators and such other classifications in which the majority of employees request representation by the OPBA. This recognition shall remain in effect and uninterrupted unless challenged in accordance with the procedures of Section 4117.07 of the Ohio Revised Code.

1.1 Classified And Coded Printout of Bargaining Unit – Employee Information. The Union will be given a list of all bargaining unit members electronically in October and February of each year; one alphabetically by bargaining unit member name and the other by work site. The printout 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.

Such printouts will not be shared with private or commercial agencies for promotional purpose. Printouts provided to the Union shall not have the bargaining unit member's social security number.

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 Dues and Fees. Except as noted below, the District shall deduct dues, initiation fees, re-initiation fees, and entry fees as are regularly assessed by the Union in accordance with the OPBA's constitution and by-laws of the Union from the employee's wage upon receipt from the Union of a voluntarily executed authorization card.

2.1 Amount of Dues. The amount of dues to be deducted for the Union shall be designated by letter to the District's Chief Financial Officer and will continue until the Union provides notice of a change in the amount of the dues. The District will have thirty (30) days after the notice is received to modify the deduction amount.

2.2 New Employee Information. Names and work addresses of new employees, and any terminations of bargaining unit members, shall be provided to the Union on a monthly basis.

2.3 Timing of Deductions. All payroll deductions referenced in this Section shall be made during the first payroll period of each month. The OPBA shall assume full responsibility for the disposition of said funds. Dues shall be deducted for each month an employee is actively employed by the District.

2.4 Indemnification. The Union will indemnify and hold the District harmless from any and all claims, suits, orders, or judgments, brought or issued against the District as a result of any action arising out of or resulting from the implementation of this Article.

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 Union Director/Officer Release Time While on Duty. The Union shall designate not more than seven (7) Directors and shall so notify the Chief of Safety and Security. In addition to their regular work duties, the duties of stewards during work time shall be limited to the investigation and presentation of the employees' grievances and representing said employees in meetings with the Employer. The Union shall have the right to select up to seven (7) alternates and the director is responsible for keeping the alternate timely updated as necessary to fulfill his/her duties if the director is not available. Under no circumstances shall the Director and his/her alternate be released to attend the same meeting, hearing, interview or any other event authorized under this article except as a witness. Directors may receive and discuss complaints and grievances of employees on the premises of the District provided it does not interfere with the necessary operation of the District. Directors may use a reasonable amount of time to perform steward duties. Before leaving the assignment, the Director shall notify his/her supervisor of the need to leave, the estimated time he/she will be away from the assignment and receive approval from a supervisor before leaving the assignment. The approval of the supervisor will not be unreasonably denied. Employees who have a legitimate need for the services of their Director shall notify their supervisor. An employee shall have the right to OPBA representation. Any interview and/or meeting shall not be delayed more than two work days for a minor infraction or three work days if the infraction could lead to a suspension, due to the unavailability of OPBA representation. If the Director and/or OPBA Business Agent is not available within this time frame, the interview/hearing shall go forward for minor infractions only. Directors and employees who participate in grievance/discipline/termination/arbitration meetings or hearings shall not suffer loss of pay. Directors who participate in LMC or negotiation session shall not suffer any loss of pay if the employee was scheduled to work. The Union may conduct Union business other than membership meetings on District property during

the hours of employment with advance notice to the Chief or his designee. The conduct of such business shall not interfere with the operation of the District, nor hinder any employee's scheduled work.

3.2 Leave For Conducting Union Business. Leaves of Absence without pay may be authorized to any member elected or selected to serve as an Officer or Delegate of the OPBA. Requests for such authorized leave shall be made to the Chief of Safety and Security or his/her designee.

3.3 Use Of District Facilities. Permits may be issued to Union meetings. The Union shall reimburse the District for the standard facility use charge. The District agrees to continue the existing practice of permitting the Union time at the orientation to address members.

3.4 Use of Mails. The Union shall have authorization to use the school mail system, which includes the District's internal mail system, the District's e-mail, the District's intranet and the internet, all in accordance with the District's written policies and/or administrative guidelines regarding the use of such systems. Failure to comply with the District's written policies and/or administrative guidelines may result in the Union's loss of the privilege to use any or all of the foregoing, and the individual employee who violates such policies and/or administrative guidelines maybe subjected to disciplinary action for just cause in accordance with those written policies.

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. Members of the Union may use District computers to carry out District business.

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

3.6 Participation On School Closing Committee. If a formal school closing committee is formed, the Union 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.

3.7 Seniority.

3.7.1 Seniority Defined. Seniority shall accrue to all employees in accordance with the provisions of this Agreement. District seniority shall be defined as the uninterrupted length of service with the District as computed from the most recent date of hire. Effective July 1, 2021, classification seniority shall be defined as the uninterrupted length of service by an employee in a particular job classification.

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

- A. quits or resigns;
- B. is discharged for just cause;
- C. is laid off for a period of time exceeding sixty (60) months;
- D. becomes unable to perform the duties of his or her job due to illness or injury and is unable to return to work after twelve (12) consecutive months;
- E. fails to report to work when recalled from layoff within ten (10) working days from the date that the employee receives a recall notice and/or fails to report to work within ten (10) days after such notification by two or more of the following methods: email to the last known email address, Federal Express, text message, UPS next day delivery or by certified mail with return receipt to the employee's last known address or cell number as shown on the district's records.
- F. For the purposes of this Section, if a non-probationary employees leaves his/her classification for another bargaining unit position, and within ninety (90) work days of leaving the classification returns to his/her prior classification, such action shall not be considered an interruption in his/her service in the prior classification.

3.8 Superseniority. Superseniority for layoff and recall only shall apply for all Directors but not the alternates.

3.9 Monthly List Of New Employees To Be Provided To The Union. A list of all employees covered by this Agreement, hired or recalled during the previous month, shall be furnished to the OPBA on the first of each month.

3.10 Seniority List. The District shall create a seniority list for Safety & Security the OPBA members and meet with the Union to review the list containing each employee's District seniority and Classification seniority, placement on the salary schedule and primary job site of the employee indicated thereon all by the employee's last name. The seniority list shall be provided yearly to Union by October 1. The District shall make the list available for inspection for all employees. Once the seniority list is established, the District shall use the list for seniority purposes as outlined in the Agreement. This list will be modified by agreement during the term of the contract to reflect new hires or recalled employees. In cases of identical seniority, the employee with the lowest last four digits in their social security number shall be considered the most senior.

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 District To Make Every Effort To Confer. Every effort will be made to discuss with the Union new policies or policy changes which may affect employees covered by this Agreement. The new policy or policies shall become effective ten (10) calendar days after the discussion with the Union.

5.1 Labor-Management Co-Operation Workshops. Representative(s) of the District and no more than seven (7) Union representatives will meet once per month to discuss current labor-management issue. Either party may cancel a scheduled meeting, but a minimum of one 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 or abnormally strenuous activity which he could not reasonably be expected to perform.

5.4 No Required Patrolling in Cars Alone on Third Shift, Weekends, Holidays and Second Shift.

5.4.1 Third Shift Patrols. No Safety and Security employee shall be required to patrol in a car or by bicycle within the jurisdiction of the District alone during third shift. In the event of an emergency, a Safety and Security employee may be teamed up with a Supervisor, or required to assist a Cleveland Police Department employee upon his or her arrival at a District facility but, in no event shall a Safety and Security employee be dispatched on a route alone.

5.4.2 Weekend, Holiday and Second Shift Patrols. On weekends, holidays and second shift, the District shall not require an employee to ride alone, unless at least one other Mobile Patrol employee is working in Cleveland.

5.5 Placement in Vehicle. In the event that the District determines that an additional officer is required in a vehicle on a short term basis, only Mobile Patrol Force personnel that are commissioned as armed officers and that have met state minimum standards for armed police officers can be placed in the vehicle. The District vehicle must be a mobile patrol vehicle clearly marked and a District safety vehicle equipped with emergency sirens and vehicle light bars, absent special circumstances. At least two zone cars shall be made available that have spot lights.

5.6 No Required Investigation into Premises after Building Closure without Armed Officer. No Safety & Security employee shall be required to investigate, enter or secure a District building after a building has been closed without two armed Safety & Security District employees or without accompaniment by the Cleveland Police Department.

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 OPBA will meet as the need arises with the Chief of Safety and Security or his/her designee to determine safety and health conditions of

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

5.8 Patrolling Restrooms. Employees shall be required to patrol restrooms of the same sex of the officer, however, in the case of an emergency the officer is required to immediately respond to an emergency in the restroom of the opposite sex of the officer.

5.9 Adult Restrooms To Be Available. Adult sanitary facilities shall be made available to all employees at all school facilities and administrative sites.

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

5.11 All Directives To Be Provided. All directives pertaining to employees shall be provided by the Division of Safety & Security to each employee at their worksite. Directives will be maintained in the Division of Safety & Security and made available upon request. Directives will also be available on line.

5.12 No Obligation To Supervise Student, Unless Security Or Student Directly Assigned. No employee in this bargaining unit except security personal and those who have pupils directly assigned to their supervision shall be. Asked to or expected to advise, discipline or supervise any pupil. If a security officer has been asked to perform duties inconsistent with this section, the security officer should report this situation to his/her supervisor as soon as practicable. The supervisor will take appropriate action to address the complaint.

5.13 Protection Against Verbal Abuse And Physical Assault. The administration shall exert its best effort to protect all employees in this bargaining unit from verbal abuse and physical assault while engaged in the performance of their duty. Any employee 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 supervisor, unless the supervisor is the person allegedly verbally abusing or physically assaulting the employee. In this case, an

employee shall report this matter to the Chief of Safety & Security. The District shall take steps to remove the person abusing or threatening the employee or otherwise address the matter in a manner that eliminates the abuse/threat. An employee shall not be required to remain on an assignment in the case of a threat to his safety until such threat is eliminated.

5.14 Bullet Proof Vests. The District shall supply, at its expense, bullet proof vests for all Cleveland Metropolitan School District Mobile Patrol Force and members of the Impact Unit. The District shall replace the bullet proof vests on an as needed basis.

5.15 District To Provide Motor Vehicle Insurance For District Owned Vehicles. All employees driving District owned vehicles shall be covered with liability insurance to cover property damage and personal injury for accidents. Said insurance to be purchased and paid for by the District. The District provided liability insurance covering station wagon drivers and employees assigned to drive District owned vehicles is as follows: Bodily Injury Liability -- \$100,000 for each person, \$500,000 for each occurrence; Property Damage Liability -- \$10,000 for each occurrence.

5.16 Adjustment Of Work Load To Be Addressed Through Grievance Procedure. An employee at any work site who feels that the work load is not fairly distributed may file a grievance for adjustment of said work.

5.17 District Issued Uniforms & Equipment.

5.17.1 Uniforms. The District shall provide all new hires with a full uniform. Once a new hire successfully completes her/his probationary period, the District will provide and maintain the following:

- Two (2) pairs of pants;
- One (1) Class A uniform pant;
- Two (2) short sleeved shirts with arm patch;
- Two (2) long sleeved shirts with arm patch;
- Two (2) polo shirts;
- One (1) sweater;
- One (1) tie;
- One (1) silver name bar;
- One (1) badge;
- One (1) 8-point hat;
- One (1) coat with a removable liner (All present employees shall also be provided with a coat with a removable liner).
- One (1) gun belt (Mobile Patrol Officers)
- One (1) skirt (Dispatchers)

5.17.2 Effective July 1, 2021, a one hundred fifty dollar (\$150.00) footwear and/or maintenance allowance shall be provided to all non-probationary employees each year in the month of September. The District will not discipline any employee for failure to maintain his/her uniform as long as the employee has not negligently damaged his/her uniform. Worn items shall be replaced by the District

5.17.3 Equipment. The District shall issue standard ammunition to all Cleveland Metropolitan School District Mobile Deputies and resource officers. The District shall determine the appropriate number of rounds for issuance to each officer. Only District issued ammunition may be used and carried by Cleveland Metropolitan School District Mobile Deputies and resource officers. Failure to carry and use District issued ammunition shall be grounds for discipline following the terms of the labor agreement. If the Board of Education approves, the District will provide Cleveland Metropolitan School District Mobile Deputies with ASP batons and/or OC spray. Cleveland Metropolitan School District Mobile Deputies may not use ASP batons or OC spray that are not Board approved and District supplied. Additionally, Safety & Security employees may only use Board approved and District supplied handcuffs. If the District deems it necessary for a Mobile Patrol Officer to carry a gun, ASP baton and/or OC spray, the provisions of this section shall apply to that Mobile Patrol Officer(s) for the item(s).

5.17.4 Return of District Property upon Termination of Employment. Upon leaving employment with the District, all District supplied equipment must be returned. Failure to return one's District issued uniform and equipment will result in the District withholding an employee's last paycheck until the uniform/equipment is returned.

5.18 Meal Time. Employees who are required to be on duty for eight (8) straight clock hours shall be entitled to a total of twenty (20) minutes meal time within the middle four (4) hours of the shift. Those employees not on continuous duty shall be free to take a one-half (1/2) hour lunch period free from duty and may leave the building or site. Modifications of meal periods can be made by management so long as the modifications are not arbitrary or capricious.

5.19 Certain Safety And Security Personnel. All Safety and Security Division employees assigned to or required to remain at or within any building or facility for their entire tour of duty, and all Safety and Security Division employees that are assigned patrol/response type duties, shall have their assigned lunch/meal period within the middle three (3) hours of their assigned tour of duty, except under emergency circumstances.

5.20 Only Designated Superior To Change Employee's Duties Unless An Emergency. Each employee shall be responsible for the performance of any task assigned to him through his Safety and Security chain of command. Except in emergencies, only the employee's Safety and Security supervisor can change the employee's assignment of duties.

5.21 Personal Vehicles – Safety And Security Personnel. The District shall not require Safety and Security employees to use their own vehicles in the performance of their jobs.

5.22 Training – Safety and Security Personnel. Safety and Security personnel will be provided training periodically during the school year on subjects related to their job duties. One bargaining unit member from each classification shall be a member of the Training Committee. The Training Committee shall meet at least twice per year. Appropriate training will be provided to security officers and mobile patrol at one or more of the scheduled in-services.

5.23 Payment Of Bonds And Commissions. The District shall pay for private police commissions and surety bonds for School Resource Officers, Mobile Deputies and Mobile Patrol Force Officers, if such commission is required by law. Upon separation of employment with the District, the employee must return the private police commission to the District.

5.24 Standard Operating Procedures. The Division of Safety and Security shall issue standard operating procedures addressing the general daily duties of security officers; the Union shall have input in the issuance of these procedures. The District shall not issue SOP or General Police Orders regarding external matters or off-duty conduct without the express written consent of the Union, excepting policies directly

related to District uniforms, District supplied weapons and equipment and any other policy directly related to on-shift work. Policies related to District uniforms, supplied weapons, and equipment, and any other policy directly related to on-shift work shall be discussed with the Union. Except in emergencies, at least 10 calendar days' notice will be give of new or revised policies and absent emergency, the employee will not be responsible for compliance with new or modified orders until the employee has had an opportunity to read the policy.

5.25 Personal Information. All employee pay records, including pay stubs, reimbursement checks shall be in electronic format and shall not be provided in paper format. The bargaining unit member shall have access to a working computer at his/her assigned building to view/print (if needed) all pay stubs, payroll records, reimbursement checks etc. The information shall include the employees earned sick time, vacation and overtime earned from the pay period. Permit earnings shall be paid in the current pay period, but not to exceed two pay periods. Permit earnings will be referenced on the payroll stub, including the event and date the event was worked, provided the new payroll system has the capability to provide such information.

All employees must use direct deposit. However, a bargaining unit member will have the option of using a district pay card system once such a system is operational.

5.26 Armed Safety & Security Personnel. The only Safety & Security employees required to carry firearms shall be School Resource Officers or Mobile Patrol Force commissioned to carry a firearm by a state/local authorized police commission issuing agency and any Cleveland Metropolitan School District Mobile Deputies commissioned as a peace officer by the State of Ohio.

5.27 Bike Patrol – Cleveland Metropolitan School District Mobile Deputies. The District shall provide Cleveland Metropolitan School District Mobile Deputies or Mobile Patrol Force assigned to bike patrol with bicycles, protective helmets, protective body armor and radios. The District shall not require Cleveland Metropolitan School District Mobile Deputies or Mobile Patrol Force to patrol on bicycles alone

and must assign bike patrols in pairs. Prior to any assignment, the District shall use its best efforts to certify employees in bike patrol and provide refresher training as necessary.

5.28 Dispatchers – Facilities Central Command Center Training. The District will provide the necessary training to Dispatchers. The Dispatchers will monitor and operate Facilities Central Command Center equipment under the direction of the Facilities Managers and the Chief of Safety & Security or their respective designee(s).

5.29 Individual Building Closures due to Emergency. Where the District determines that it is necessary to close an individual building(s) because of an emergency, the District may assign Security Officers assigned to that building to another building or the District may determine that the employee shall remain at his/her work site. If the District assigns the Security Officer to another site, the District shall provide transportation to and from the employee's original work site within his/her shift.

5.30 Limitations on Non-Bargaining unit members Doing Bargaining Unit Work. Supervisors and other non-bargaining unit members shall not perform bargaining unit work, except under the following limited circumstances: (1) unforeseen emergencies; or (2) bargaining unit members have first been given the opportunity to perform any work, but are unavailable to perform it; or (3) the safety and security of a student, parent, District employee or innocent bystander may be in jeopardy.

ARTICLE 6

JOB PROTECTION – NO SUBCONTRACTING

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 shall not contract for services that will result in the layoff of members of this bargaining unit. Reassignment and/or attrition may be employed in any such instances.

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

There may be times when the limitation with respect to subcontracting may not be appropriate due to competition or other reasons. Where the Safety and Security Department shall receive demonstrable and substantial financial benefits with changes to the subcontracting clause, the District may request a meeting with the Union to discuss possible changes to the subcontracting clause. The meeting shall be held within fifteen (15) days of notification to the other party. No changes shall be made to the subcontracting clause unless mutually agreed upon by the Union and the Employer. The Union will not unreasonably refuse to permit subcontracting under this paragraph. Any agreed upon changes shall be limited to a specific job or project that will have a duration of thirty (30) days or more.

The District shall have the right to continue the subcontracting in effect at the District's bus depots for the duration of this agreement.

ARTICLE 7

SENIORITY AND JOB BIDDING

7.0 Vacancies.

7.0.1 Vacancy Defined. A vacancy is created when an employee resigns, dies, is terminated, a new position is created, or when an employee bids into another position.

7.0.2 Posting School Year Vacancies. When the District determines to fill a vacancy after the beginning of the school year, the District shall post notification of the vacancy within ten (10) working days by sending an email to all members of the bargaining unit setting forth a description of the position, rate of pay, number of work days and building or other location. The District shall electronically post the vacancy on the CMSD website (CMSD intranet for employee access) so that all Safety and Security employees are

aware of the vacancy, with the ability to apply for the position electronically. In the event of any change in the school day, the OPBA and its officers will be notified in a timely manner.

7.0.3 Vacancies During School Year. Vacancies occurring after the beginning of the school year shall be filled through position posting and job bidding through electronic applications.

7.0.4 Posting Summer Vacancies. In the event a regular school year vacancy occurs during the summer months, a notice of such vacancy shall be posted on the District's website and by sending an email to all members of the bargaining unit. The notice shall include the same information set forth in Section 7.0.3.

7.0.5 Applications. Applications for posted positions may be made electronically on the District's website by sending an email to all members of the bargaining unit.

7.1 Safety And Security Vacancies And Promotions.

7.1.1 Filling Of Vacancies. When a vacancy exists for a Safety and Security position, the position shall not be unreasonably denied to the most senior employee in the District in that classification who has included that position on his/her preferential list. Security Officer positions shall be filled by seniority as follows: first by department seniority and then by District seniority.

As new work positions become available, advance notice will be posted as set forth in Section 7.0.

Any and all vacancies will be filled by the preferential list on file, except vacancies which remain immediately after the posting and listing of transfers.

Employees interested in the vacancy and non-employees may apply for such vacancies.

The layoff and recall provisions of Article 7 shall apply.

Bypassed senior employees will be notified of the reason they were not appointed and may grieve such denial.

7.1.2 Safety & Security Preferential Lists. Safety & Security personnel preferential lists shall include provision for lateral transfers and promotional opportunity. No employee may include a building

or facility on his/her preferential list where such employee has a child who is assigned to such building or facility. Any employee that is at a building where their child is assigned currently by the district or could be assigned by the district in the future shall be grandfathered in and this section shall not apply to said employees. Each classification's preferential list shall include:

Dispatcher: Shift preference as well as interest in positions constituting a promotion for which the employee is eligible.

Security Officer: Building preference (top three desired locations) as well as interest in positions constituting a transfer or promotion for which the employee is eligible.

Impact Unit Officer: Starting time preference (if there is a staggered start time) as well as interest in position constituting a transfer or promotion for which the employee is eligible.

Flex Team: Interest in positions constituting a transfer or promotion for which the employee is eligible.

Special Investigator: Interest in positions constituting a transfer or promotion for which the employee is eligible.

Cleveland Metropolitan School District Mobile Deputies: Shift preference as well as interest in positions constituting a transfer or promotion for which the employee is eligible.

Mobile Patrol Force Officers: Shift preference as well as interest in positions constituting a transfer or promotion for which the employee is eligible.

Investigative Counselor: Shift preference as well as interest in other positions for which the employee is eligible.

Central Monitoring Station: Shift preference as well as interest in positions constituting a transfer or promotion for which the employee is eligible.

Preferential lists shall be filed at the beginning of each school year by 10 month and 12 month employees. Employees may change their preferential lists at any time. The District will fill the Safety & Security positions

that will continue into the next school year by the preferential list. If there are positions that become available after the District provides the preferential list, the District will post those vacancies during the annual in-service. If an in-service does not occur, then the District will provide the vacancy list attached to the preferential list, if available, to the employees. The employee will have five (5) working days from the time the District mails the vacancy/preferential list to the employees as long as the District simultaneously supplies a copy to the employees and the Union.

Should the District reactivate the classifications Customer Service Representative, Special Investigator or Mobile Response Officer issues related to preferential lists shall be negotiated and this Article modified.

7.1.3 Promotions. Qualified employees desiring promotion shall be given preference over non-employees and such promotion shall not be unreasonably denied. Employee not receiving a desired promotion will be notified of the reason they were not appointed in writing and may grieve such denial.

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

- A. Not on the last two progressive disciplinary steps of the Attendance Abuse, AWOL Abuse or Tardiness Control Program;
- B. Has not refused in-service regarding the building (so long as said in-service was offered to all employees in the classification);
- C. Has received 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. In the event a promoted employee does not meet performance requirements of the new position at any time, the District shall offer the employee an opportunity to return to his/her previous

position prior to terminating him/her from employment provided there is an open position in the classification previously held by the employee.

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

MEMORANDUM OF UNDERSTANDING

1. The District and Unions agreed that the development of the evaluation system and the use of the results of the evaluations on employment related matters may be best addressed by establishing an Evaluation Committee composed of members appointed by the District and members appointed by the Unions.
2. Given this, the District and Unions have agreed to the following:
 - a. The District shall have the right to appoint up to five District Representatives to the Evaluation Committee but in no event shall the District representatives comprise more than 25% of the committee. There shall be Co-Chairs, one designated by the District and one designated by the Unions.
 - b. Each signatory union shall have the right to appoint two representatives who shall be bargaining unit members or union staff to the Evaluation Committee.
 - c. The Evaluation Committee shall mutually agree upon one or more outside consultants to help the parties develop the evaluation system. The parties may mutually agree to a different consultant, should they mutually agree to replace the first consultant. The District shall pay for the outside consultant.
3. The specific charge to the Evaluation Committee is as follows:
 - a. The Evaluation Committee shall develop an evaluation instrument based upon to the extent possible objective criteria.
 - b. In developing this instrument, the Evaluation Committee may employ one or more outside consultants to help the Evaluation Committee develop the evaluation instrument and process.
 - c. Each of the signatory unions shall have the right to establish individual union specific subcommittees to develop portions of the evaluation instrument specific to the respective bargaining unit positions. For example, the Custodians have the right to establish a subcommittee to develop portions of the evaluation instrument relevant to the Custodian's job duties and responsibilities.

- d. The Evaluation Committee shall address how and the extent to which the evaluation ratings should be used for any or all employment including recall decisions, except as set forth in sub-paragraph g. below.
- e. The Evaluation Committee shall address the timing and sequence of evaluations.
- f. The Evaluation Committee shall address if, when and the nature of professional development assistance to be provided to “at risk” employees.
- g. The Evaluation Committee shall have no authority to recommend that the evaluation system have any relationship to layoff, wages, overtime, overtime opportunities *work schedules, bidding, summer job assignments* or extra work opportunities. *With respect to recall decisions, 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.*
- h. The evaluation system developed by the Evaluation Committee shall provide that if an employee receives the lowest evaluation rating established by the Evaluation Committee, the employee shall be re-evaluated in six (6) months, and if the employee continues to receive the lowest evaluation rating on that evaluation, the employee will be subject to interim reviews to assist the employee who has received the lowest evaluation rating. These interim reviews shall occur no less frequently than every ninety (90) days during the next twelve (12) months. If at the conclusion of this twelve (12) month process, the final composite evaluation is still of the lowest ranking, the employee shall be subject to termination. However, if at the conclusion of this twelve (12) month process the final composite evaluation is above the lowest rating, the employee shall be returned to the normal evaluation cycle unless a different cycle is agreed to by the Union and District

The evaluation system shall provide that only the employee’s termination may be grieved and that the arbitrator is limited as follows:

In rendering a decision (regarding the evaluation process which led to the employee’s termination) the arbitrator shall only consider whether or not:

- 1. the employee’s evaluation failed to adhere substantially to the evaluation process including, but not limited to, providing a corrective action plan;
- 2. there is a mistake in fact in the evaluation and,
- 3. the District’s actions were arbitrary and capricious

In the event the Union is able to demonstrate that any of the provisions of 1-3 above are applicable, the arbitrator shall then determine if the applicability of any of those provisions materially affected the outcome of the evaluation process. If the arbitrator determines that it did not materially affect the outcome of the evaluation process, the arbitrator shall render a decision in favor of the Board

and the employee shall be dismissed. If the arbitrator determines that it did materially affect the outcome of the evaluation process, the arbitrator shall only have the authority to return the grievant to the earliest point in the process where the violation of 1-3 above occurred.

4. The above timelines may be extended by mutual agreement.

7.2 Layoffs, Bumping Rights, Recalls.

7.2.1 Layoffs. If it should become necessary to reduce the size of the labor work force and employees are to be laid off, the following order of layoffs shall apply:

- A. volunteers in any of the classifications where the layoffs occur, then
- B. any new hires serving their probationary period, then
- C. any part-time employees in the classification(s) where the layoffs occur, beginning with the least senior by date of hire, then
- D. full-time employees in the classification(s) where the layoffs occur, beginning with the least senior employee by date of hire.

7.2.2 Notice of Layoffs. At least thirty (30) days prior to the effective date of layoffs, the District shall prepare and post for inspection on the District website a list containing the names, seniority dates, and classifications of those employees to be laid off. An electronic copy shall be provided to the Union. Employees laid off shall be paid for a" earned but unpaid vacation days to which they are entitled (if the employee so requests) no later than thirty (30) calendar days following the layoff. Employees shall be entitled to vacation leave accrued to their credit for the two (2) years immediately preceding their layoff and the prorated portion of their earned but unused vacation leave for the current year.

7.2.3 Order of Layoffs. Reductions shall be made from the bottom of the seniority list with the least senior employee in the classification being laid off first.

7.2.4 Bumping Rights.

A. An employee affected by the layoff in his or her classification may elect to displace a bargaining unit member who holds a lower position on the District Seniority list in a different classification, provided the employee who decides to bump into a classification (other than his or her current one):

1. Meets the requisite minimum qualifications for the other classification, and/or has the required commission, certification, or licensing in his or her possession at the time of the bump.

2. Decides to bump into another classification or not to bump within five (5) days of the time the employee is notified in writing that he or she will be laid off.

B. An employee who is laid off from one classification and elects to bump into another classification shall not suffer loss of pay.

C. If an employee affected by a layoff does bump into another classification, that employee shall bump into a vacancy if any exists and, if no vacancy exists, shall bump the employee with the lowest District Seniority in the other classification.

7.2.5 Recall List. Employees who are laid off or eventually bumped out of a classification shall be placed on a recall list for all classifications from which they have been laid off or bumped. The names of the bargaining unit members who are affected by the layoff shall be placed on a recall list for up to sixty (60) months from the date of the actual layoff. Each recall list will rank employees within the classification with full time employees listed first, part time employees listed second, and in accord with their District Seniority. 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 provided he or she 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 shall remain on a recall list for five (5) years after his layoff or bumping out of 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.

7.2.6 Filling of Vacancies from the Recall List. Effective with the 2015-2016 school year, the following shall control:

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.

7.3 Work Site Seniority For Purposes Of Job Bidding And Overtime. Safety & Security employees at a work site shall have the right of selection of vacant assignments based on their seniority at the particular work site. The position remaining unfilled shall be filled according to the bidding procedure. Work site seniority shall also prevail when reducing the work force at a site. The date of assignment to the site shall determine work seniority.

7.4 Probationary Employees.

7.4.1 Probationary Period.

A. Cleveland Metropolitan School District Mobile Deputies: Cleveland Metropolitan School District Mobile Deputies shall serve a nine (9) month probationary period, calculated by calendar days. The first six (6) months shall be supervised with the remaining three (3) months served unsupervised.

B. Probationary Period for Other Safety and Security Employees. All other Safety & Security employees will serve a one hundred twenty (120) day probationary period.

7.4.2 Evaluations. The District shall evaluate probationary employees on a monthly basis. If the District fails to evaluate any probationary employee for any month, that employee will be deemed to have satisfactorily completed that month.

7.4.3 Transfer Or Termination Of Probationary Employees. The District may transfer or terminate a probationary employee at any time during the probationary period. Probationary employees will spend at least one week shadowing a more senior officer or supervisor before being required to work alone.

A probationary employee establishes seniority upon satisfactory completion of a probationary period, with the date of hire becoming the employee's seniority date. Probationary employees transferred and/or terminated pursuant to this section shall not be entitled to the provisions of Article 16 or 17 of this Agreement.

7.5 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.

7.6 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.

ARTICLE 8

HOURS, INSPECTIONS, AND OVERTIME COMPENSATION

8.0 Hours.

8.0.1 Regular Work Week for Safety & Security Personnel.

A. Investigative Counselor, Security Officer, and Impact Unit Officer shall have a normal work week from Monday through Friday of each week. The Investigative Counselor, Security Officer, and Impact Unit Officer shall have a normal daily schedule of eight (8) consecutive hours on each of the five days in the normal work week.

B. Dispatchers shall have a normal daily schedule of eight (8) consecutive hours on each of the five days in the normal work week and a work week of five days from Saturday through Friday of each week with two (2) consecutive days off within every seven (7) day period.

C. Twelve (12) month Mobile Patrol Force Classification shall have a normal daily schedule of eight (8) consecutive hours on each of the five scheduled days within one's normal work week. The normal work week shall be five (5) days from Saturday through Friday of each week with two (2) regular consecutive days off within every seven (7) day period.

D. Reactivation. Should the District reactivate the classification of Customer Service Representative, Special Investigator Mobile Response Officer, issues related to hours shall be negotiated and this Article modified.

8.0.2 Beginning and Ending of Normal Work Day for Safety and Security Personnel.

A. Investigative Counselor (10 months): There shall be one shift for Investigative Counselors. Regular shift start times shall be as follows:

First shift (day) shall begin no earlier than 7:00 a.m. and no later than 9:00am and may include one swing shift that will cover the other counselors days off.

B. Mobile Patrol Force (12 month): There shall be four (4) shifts for 12 months for the Mobile Patrol Force. Regular shift start times shall be as follows:

First Shift (day) shall begin no earlier than 7:00 a.m. and no later than 9:00am

Mid Shift (afternoon) shall begin no earlier than 12 noon and no later than 2:00p.m.

Second Shift (afternoon) shall begin no earlier than 2:00 p.m. and no later than 4:00 p.m.

Third Shift (night) shall begin no earlier than 11:00 p.m. and no later than 12:00 a.m. midnight

C. Security Officer (12 month and 10 month): There shall be one shift for the twelve (12) month and the ten (10) month Security Officers. Regular shift start times shall be as follows:

First Shift (day) shall begin no earlier than 7:00 a.m. and no later than 9:00 a.m.

D. Impact Unit Officer (10 month): There shall be one shift for the ten (10) month Impact Unit. Regular shift start times shall be as follows:

First Shift (day) shall begin no earlier than 7:00 a.m. and no later than 9:00 a.m.

E. Dispatchers (12 months): There shall be three shifts for dispatchers. Regular shift start times shall be as follows.

First shift (day) shall begin no earlier than 6:00 a.m. and no later than 10:00 a.m.

Second shift (afternoon) shall begin no earlier than 2:00 p.m. and no later than 4:00 p.m.

Third shift (night) shall begin no earlier than 10:00 p.m. and no later than midnight

Swing shift: One dispatcher shall be on a rotating shift schedule to fill in for the days off of the other dispatchers. This schedule shall be set before the beginning of the school year, and prior to the start of the beginning of the second semester.

F. Dispatcher (10 month): There shall be one shift for the 10 month dispatcher 8:30am to 4:30pm.

G. Part-time Security Officers / Flex Team (10 month): Shift shall be assigned on a daily basis.

8.0.3 Start-Time Selection Based on Seniority and Preference. Bargaining-unit members within each classification shall bid their start-time assignments based on seniority and preference for the shift. Within each school or assigned building Security Officers shall choose their start-time assignments based on building seniority. Other classifications shall choose by regional seniority.

8.0.3.1 Adjustment and Start Times. The start times shall be set prior to the beginning of each school year, within the ranges in Section 8.0.2. The start times may be adjusted with fourteen calendar days' notice within the ranges in Section 8.0.2, provided the District discusses such changes with the Union.. Any changes outside the ranges in Section 8.0.2 must be negotiated with the Union. In no circumstances shall any changes of start times be made to avoid the payment of overtime. If a position becomes vacant and is posted in accordance with Section 7.1.1 and no one successfully bids on the position, the District shall have the right to assign the least senior qualified person to that position and the fourteen day notice provision set forth above shall not apply.

8.0.3.2 Security Officer Building Assignment (Allocation). The District shall review the number of Security Officers assigned to school buildings during the summer following each regular school year. Factors to be considered by the District in its review shall include, but not be limited to, serious incident reports per building, the presence of closed circuit televisions in a building, the number of students per building and assignment of School Resource Officers to a building. The initial summer allocation notice shall be given no later than the first week of school The District agrees that it shall not reduce the initial

summer Security Officer position allocation without providing a fourteen (14) day written notice to the affected employee and OPBA. If the allocation of Security Officers needs to be adjusted, then the procedure shall be as follows: 1.) shall ask for volunteers to be utilized first, 2.) if there are no volunteers, 3.) then the employee with the least amount of building seniority shall be re-allocated to another building. This procedure shall occur no more than once per semester unless the parties agree otherwise.

Mobile Patrol; When the District determines that they must re-assign a M.P.O. by shift and/or region the procedure shall be as follows: 1.) shall ask for volunteers to be utilized first, 2.) if there are no volunteers, 3.) then the lowest senior M.P.O. shall be moved with a fourteen (14) day notice to the employee and OPBA. This procedure shall occur only once per semester.

8.0.4 Temporary Rescheduling Without Employee's Consent. In Case of Emergency. In case of emergency, notwithstanding Article 8.0.3.0., the District may temporarily reschedule an employee'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 Holiday Shift Assignment – Security Dispatchers Only. Holidays will be worked through the regular shift assignment schedule. Exception to this holiday schedule shall be by mutual agreement and will be offered to other dispatchers (Safety and Security) not scheduled to work the holiday based on a rotating basis.

8.0.6 Summer Work for 10 month employees. (A) The District shall determine whether additional staffing is required for non-transportation summer assignments summer work as soon as practicable by the last week of the regular school year or whenever the District learns a position is available. Any ten month employee shall be eligible to bid on summer work. If an employee commits to a summer position, that employee cannot later decline that position to accept another district summer position.. The District shall notify the Union of the available summer work. The District and Union shall agree on summer work job postings with the Union having meaningful input with the parties meeting for summer staffing through a joint

labor management committee on summer school staffing. Summer work shall be assigned based on seniority as follows: first by department, then by District. If an employee is awarded Summer Work and fails to complete the full summer schedule, other than for verifiable illnesses or accidents, they shall not be eligible for any summer work the following year. Bargaining unit employees may be absent for up to two days of the summer schedule, and still be considered to have completed the summer schedule.

(B) Transportation (“bus garage”) summer work shall be shared equally between the bus drivers and safety and security personnel represented by OPBA. Local 860 will have the first opportunity for summer work. Any positions remaining after members of Local 860 have an opportunity to bid on the work, shall be equally shared by OPBA and Local 407.

8.0.7 No Rescheduling Of Work Day To Compensate For Reporting Early. Any employee requested to report to work early due to weather or other conditions shall not have his scheduled work day reduced to compensate for reporting early.

8.0.8 Work Week Begins After Scheduled Days Off. The employee’s work week shall begin after his scheduled days off. No compensation will be paid beyond the fifth consecutive work day for Special Privilege, Sick Leave or Vacation. Employees must work on the sixth day in order to be paid, except for Holidays.

8.0.9 Effective with the 2022-2023 school year, ten (10) month employees shall be have a minimum of a two hundred (200) work days per school year inclusive of holidays and in service days.

8.1 Overtime.

8.1.1 General Provisions. Time and one-half shall be paid for all hours worked by an employee:

8.1.2 Hours Worked Beyond The Employee’s Normal Work Week. Over forty (40) hours in an employee’s normal work week.

8.1.3 Hours Worked Beyond The Regular Work Day. Over eight (8) hours in one day as a result of working a permit. For all time worked over eight (8) hours in one day that are unrelated to a permit, an employee must work over forty (40) hours in one week for the overtime rate to apply.

8.1.4 Hours Worked Saturday, Sunday or Holiday Shift. On any Saturday, Sunday and Holiday shift that an employee is present and working, he shall be paid at a rate of time and one-half. If the Saturday and/or Sunday shift is a regularly scheduled shift, i.e. the employee regularly works on Saturday and/or Sunday, then the employee shall be paid at straight time. A shift qualifies if one-half or more of the shift hours are on a Saturday, Sunday or Holiday. Qualifying shifts are not also eligible for weekend increments.

8.2 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.

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

8.4 Distribution of Overtime.

8.4.1 All overtime shall be distributed by the District to the most senior employee(s) qualified to perform the work, first within the classification where the overtime is needed. If the overtime is needed in the security officer classification it shall be offered to the most senior security officer at the school where the overtime is needed, then to the most senior security officers in the region where the school is located, then to the most senior employee(s) in the District.

8.5 Safety And Security Personnel. For Safety and Security employees, overtime shall continue to be assigned in accordance with current practices except that in order to qualify for a weekend assignment at least eight (8) hours must have passed since the completion of an employee's last assignment.

No employee shall be scheduled for or assigned to any overtime shift or shifts that will result in that employee being “on duty” for more than sixteen (16) continuous hours. For field personnel, there shall be at least eight (8) “off duty” hours between the completion of an overtime shift, and the next regularly scheduled shift, except in a bona fide emergency.

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

8.7 Minimum Pay When Required To Report Back To Work. 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.

8.8 Two Hour Minimum Pay Where Attend Court Or Meet With Prosecutor. Safety and Security Personnel required to appear and testify in court or to confer and be present with the prosecutor while not on duty in connection with any incident that took place relative to an employee’s course and scope of employment shall be provided a minimum show-up assignment time of two (2) hours.

8.9 Permits.

8.9.1 General Provisions. The District shall determine what safety and security personnel is required for a permit and shall consider such factors as the type of event, the number of persons scheduled to attend and the presence of responsible adults at this permit activity. If the District determines that safety & security personnel are necessary, the District shall offer permit assignments first to the security officer(s) working the building. If additional officers are needed, security officers shall be offered the permit assignment based upon seniority in the region and then in the District. The safety & security personnel shall not be utilized to perform assistant custodian or laborer duties.

8.9.2 Permit Compensation.

A. Regular Work Hours: An employee 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.

B. Outside Regular Working Hours (Monday-Friday) & Saturday 5:00 am to 11:59 pm:
An employee 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. An employee shall not be entitled to work a permit on Saturday if s/he was on vacation or sick leave that Friday unless no other employee is able to perform said work.

C. Sundays & Holidays: An employee 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 for District sponsored events should the permit hours occur on a Sunday or a Holiday. An employee 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 Safety & Security employee is able to perform said work.

The permit, attached as Appendix E to this agreement, shall provide the start time and end time, though bargaining unit members shall be paid for actual hours worked.

8.9.3 Supplemental Work. Supplemental work is work beyond the employee's number of contract days. The District shall determine the number of training days each school year and notify the OPBA and members of any change as soon as practicable. The District shall have the right to determine if there are additional days of work when their school at which the member normally works is not in session. Such work shall be offered in the same manner as overtime; by building first, then region and then District wide. Officers working supplemental work will be paid at their regular rate of pay (supplemental rate of pay) unless they are working overtime.

ARTICLE 9

SALARY SCHEDULE AND INCREMENTS

The parties' agreement on wages for the 2021-2022, 2022-2023 and 2023-2024 school years along with and explanatory/implementation notes is attached. CMSD proposes a small group to be established to determine whether to convert to an hourly rate and the address issues surrounding such a conversion. The results of the small group efforts, if any, will be brought back to the table teams for consideration and possible presentation to the respective memberships for ratification. If the parties will agree to convert to an hourly rate, they will also agree upon the effective date of such a conversion.

The in charge differential rate impact unit, the in-charge rate for security officers and the "General Provisions Regarding Differentials – Applicable to all S&S Classifications" shall be increased by 3% effective July 1, 2021, 3% effective July 1, 2022 and by 2% effective July 1, 2023. The qualifier language for the payment of these differentials shall be current contract language.

ARTICLE 10

LEGAL AND DECLARED HOLIDAYS

10.0 Paid Holidays. Bargaining unit employees shall receive pay for each of the following holidays: New Year's Day (January 1), Martin Luther King, Jr. Day (the third Monday in January), President's Day (the third Monday in February), Good Friday, Memorial Day (the last Monday in May), Juneteenth*, Independence Day (July 4), Labor Day (the first Monday in September), Veteran's Day (the eleventh of November), Thanksgiving Day (the fourth Thursday in November), and the following Friday (Thanksgiving Friday) and Christmas Day (December 25).

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

10.1 Eligibility for Holiday Pay. In order to be paid for the holiday, within a single school calendar year, employees must be in pay status on their regularly scheduled work days immediately before and after the holiday.

10.2 Certain Holidays Occurring on Saturday or Sunday. 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.

10.3 Monday or Friday Preceding or Following Certain 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 scheduled work days immediately before and after the Holiday.

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

10.5 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 also be paid for the day and in addition will be paid for all hours worked. This applies to regular employees only.

10.6 Those hours paid because of inclement weather provision (and not actually worked) will be paid at a straight time rate and will not be considered in any overtime calculation.

ARTICLE 11

VACATIONS

11.0 Scheduling of Vacations. Every effort shall be made to accommodate the safety and security requests to take vacation at any time of the year except during the last two (2) weeks in August and the first two (2) weeks in September. Vacation days will not be unreasonably denied.

11.1 Length of Vacations.

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

11.2 Vacation Accumulated Monthly.

11.2.1 Twelve (12) Month Bargaining Unit Members. Eligible bargaining unit members shall accumulate vacation for each month that they are in active payroll status.

11.2.2 Ten (10) Month Employees. Any employee hired on or after July 1, 2013 for a ten-month position shall not be entitled to vacation time or vacation pay while he/she holds that position. If such employee is awarded a twelve month position, such employee will be entitled to vacation time or vacation pay in accordance with the contract. For purposes of calculating vacation in the twelve-month position, such employee will be given credit for his/her years of District service. Any employee holding a ten-month hourly position as of June 30, 2013 shall have the value of the vacation as of June 30, 2013 incorporated into the employee's hourly rate and shall not accrue any vacation time after June 30, 2013. For example, if a ten-month employee is regularly scheduled to work 1000 hours per year and such person would be entitled to \$1000.00 in vacation pay, the hourly rate shall be increased by \$1.00 per hour. Any accrued but unused

vacation earned as of June 30, 2013 shall be paid out. If a ten-month employee is paid on an annual salary basis as of June 30, 2013, his/her vacation is currently incorporated into the annual salary. Effective July 1, 2013, vacation will be incorporated into the ten month salaried employees and shall not accrue any vacation time after June 30, 2013. The value of the vacation as of June 30, 2013 will be incorporated into his/her base salary thereby becoming his/her annual salary. For example, if a ten-month employee's annual base salary is \$30,000 and that employee as of June 30, 2013 is entitled to vacation worth \$1000, effective July 1, 2013, the annual salary shall be \$31,000. If a ten month employee hired on or before June 30, 2013 becomes a twelve month employee, his/her base hourly wage will be adjusted to eliminate the vacation conversion portion of the wages and the employee's base wage shall be the base wage without the vacation conversion portion of the wages.

11.2.3 Vacation Accrual Even If Work Less Than Full Day. Bargaining unit members regularly employed for less than a full day shall be entitled to vacation days at their normal rate of compensation and employment.

11.2.4 Accrual Of Vacation For Partial Months Worked. Credit for a full month's service shall be granted if a bargaining unit member works or is otherwise in pay status for fifteen (15) days of the month.

11.3 Determination At End Of Annual Accumulation Period. At the end of the annual accumulation period of June 30, twelve (12) month bargaining unit members 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 0.50 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.

11.4 July 1 Beginning Of Annual 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. Vacation days may be used upon accrual.

11.5 Carryover Of Vacation. Bargaining unit member shall be able to carryover from year to year unlimited vacation earnings.

11.6 No Accrual Of Vacation While Not In Pay Status. No bargaining unit member shall earn vacation during any month that he/she is out of pay status, such as on an unpaid leave of absence.

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

11.8 Holidays Within Vacation Period Not Counted As Vacation. Any holiday listed in Article 10 and occurring within a vacation period shall not be counted as vacation days.

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

11.10 Vacation Upon Resignation, Discharge or Death. All vacation that has been earned by a bargaining unit member shall be made available in cases of resignation, discharge, or death, except that a bargaining unit member terminating prior to six (6) months of employment shall not be paid for any vacation.

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

11.12 Scheduling of Vacations. Every effort shall be made to accommodate the Safety and Security employees to take vacation at any time of the year except during the last two (2) weeks in prior to the end of the student school year and the first two (2) weeks of the student school year.

ARTICLE 12

LEAVES, JURY DUTY, IN-SERVICE, LONGEVITY AND SEVERANCE PAY

12.0 Sick Leave.

12.0.1 Maximum Accrual of Fifteen Days Per 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. Bargaining unit members 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 Chief of Safety & Security.

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 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 next twelve (12) months. 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. A bargaining unit member may donate accumulated sick leave to any other Eligible Employee employed by the District under the following conditions:

1. Eligible Employees.

- a. Only for the purpose of initiating this procedure, any employee hired prior to January 1, 1993 who had at least one (1) unused sick day between September 1, 1993 and when the employee becomes eligible under sub-paragraph b.
- b. Any other employee employed by the District who is eligible for sick leave, and who has exhausted his/her own sick leave, will be eligible for donations.

2. Eligible Donors. Any employee may donate up a maximum of 40 hours (5 days) to any other Eligible Employee employed by the District. In order to make a donation, an employee must have a sick leave balance of 120 hours (15 days) after the donation. The maximum number of 40 hours (5 days) can be donated within a fiscal year.

3. Donations.

- a. Donations will be deducted from the donor's accumulated sick leave time at his/her hourly rate and credited to the account of the recipient at his/her hourly rate.
- b. Donations may be made on a bi-weekly basis.
- c. Donations made, but unused, shall be lost to the donee. Accordingly, no donated days may be used to increase the donee's severance payment, if any.

4. The District and the Union have established the above program with the intent that donations shall be made in a non-discriminatory manner. Jointly, the parties shall develop a notification form.

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 leave without pay.

12.0.10.1 In the event the Employee has exhausted his/her paid sick leave, an Employee shall be granted a leave of absence because of personal illness, pregnancy or personal injury as follows:

1. The employee must report the illness or injury to his/her department head or immediate supervisor by no later than the second day of absence unless failure to do so is due to reasons beyond his/her control and the employee does so as soon as possible thereafter.
2. The Employee must make application for the leave of absence on forms furnished by the District within five (5) work days after exhaustion of his/her sick leave.
3. The Employee must support the application with medical documentation from his/her physician establishing the need for a leave.
4. The application and supporting medical documentation must state the physician's best estimate of the specific date which the Employee requires the leave and
5. The application must be approved by Talent and ratified by the Board of Education based upon the recommendation of the Chief Executive Officer.

12.0.10.2 Unpaid leaves of absence shall be granted in three (3) month increments or less, but shall not continue beyond one (1) year. Employees who have been on such leaves may be required to provide a doctor's certificate certifying that the employee is fit to return to work. If the District so desires,

it may require the employee to submit to a physical examination (paid by the District) before being permitted to return to work. If the employee's doctor and the District's doctor disagree concerning the employee's fitness to return to work, the Union and the District shall meet and choose a third doctor whose decision will be final. The expense of the third doctor will be borne equally by the Union and the District.

12.0.10.3 Subject to the provisions of Article 23, employees shall be granted a leave of absence because of industrial illness or injury provided the employee complies with the same terms and conditions as those set forth under Sections 12.0.10.1 and 12.0.10.2 of this Article relating to non-industrial illness or injury, except:

1. Such leaves of absence shall continue to be granted during the full period of disability provided the conditions for obtaining the original and additional leaves are met; and
2. Such leaves shall, in all events, terminate automatically when the employee is placed on total and permanent disability under the laws of the State of Ohio.

12.0.10.4 An employee returning to work after an unpaid sick leave of forty-five (45) days or less shall be entitled to return to his/her pre-leave job classification and geographic area of assignment. An employee returning to work from an unpaid sick leave of more than forty-five (45) days shall not be entitled to return to his/her pre-leave job classification and geographic area; however, the District will make a reasonable effort to return the employee to his/her pre-leave job classification and geographic area of assignment, provided that the employee possesses the skills, qualifications and ability to perform the job. If the District is unable to return the employee to his/her pre-leave job classification and geographic area of assignment, the District will make reasonable efforts to return the employee to a comparable job classification within the District. The employee will be returned to his/her pre-leave classification and, if possible, his/her pre-leave geographic area of assignment when a vacancy arises, so long as the employee possesses the skills, qualifications and ability necessary to perform the job.

12.0.10.5 Subject to the provisions of Article 23, an employee returning to work after a Workers' Compensation leave of one (1) year or less shall be entitled to return to his/her pre-leave job classification and geographic area of assignment. An employee returning to work from a Workers' Compensation leave of more than one (1) year shall not be entitled to return to his/her pre-leave job classification and geographic area; however, the District will make a reasonable effort to return the employee to his/her pre-leave job classification and geographic area of assignment, provided that the employee possesses the skills, qualifications and ability to perform the job. If the District is unable to return the employee to his/her pre-leave job classification and geographic area of assignment, the District will make reasonable efforts to return the employee to a comparable job classification within the District. The employee will be returned to his/her pre-leave classification and, if possible, his/her pre-leave geographic area of assignment when a vacancy arises, so long as the employee possesses the skills, qualifications and ability necessary to perform the job.

12.0.10.6 A pregnant employee requesting maternity leave will use the Maternity Leave of Absence form as prescribed by the District. A pregnant employee shall be granted an unpaid maternity leave of absence of up to one (1) year for childbirth or a pregnancy-related disability. The employee shall be afforded the opportunity to use accumulated paid sick leave during such maternity leave, but use of such paid sick leave shall not extend the maternity leave beyond one (1) year. The employee may choose to use or not use accumulated sick leave. The employee shall notify the Chief Talent Officer at least thirty (30) days in advance of the effective date of such leave except when such notice cannot be given because of medical considerations as determined by the employee's attending physician. An employee returning from a maternity leave of absence of twelve (12) weeks or less shall be returned to her pre-leave job classification and geographic area of assignment. An employee returning from a maternity leave of absence of greater than twelve (12) weeks shall be subject to the return to work rules set forth in Section 4 of this Article. An employee returning from a maternity leave of absence will retain all seniority. A pregnant employee may

continue working until such date as she and her physician determine that she should no longer work. There are no restrictions relative to the number of maternity leaves that an employee may request. An employee adopting a child shall be granted an unpaid leave of absence of up to twelve (12) weeks. The employee shall be afforded the opportunity to use up to ten (10) days of accumulated paid sick leave during such leave, but use of such sick leave shall not extend the adoption leave beyond twelve (12) weeks. A male employee whose wife has given birth or who has adopted a child shall be granted an unpaid paternity leave of absence of up to twelve (12) weeks, provided that such leave is taken to care for the newborn child or newly adopted child. Employees returning from a leave of absence related to an adoption or male employees returning from a paternity leave of absence shall be returned to their pre- leave job classification and geographic area of assignment.

12.0.10.7 Up to one (1) year of unpaid leave shall be granted, upon Talent Office approval and Board ratification, for the purpose of providing personal care for ill family members. Family is specifically defined as child, father, mother, sister, brother, spouse, step-parent, or step-child. The Board may grant unpaid leave only after all personal leave days and accumulated sick leave days have been used. An employee returning from a family care leave of twelve (12) weeks or less shall be entitled to return to his/her pre-leave job classification and geographic area of assignment. An employee returning from a family care leave of greater than twelve (12) weeks shall be subject to the return- t o - work rules set forth in Section 12.0.10.4 of this Article. During the duration of the unpaid leave, the employee shall be responsible for payment of the full COBRA cost of his/her health insurance benefits, including, medical, dental, prescription, and vision except as provided in Section 12.0.10.6 above and consistent with FMLA.

12.0.10.8 The District further commits to provide no less than the requirements mandated under the Family Medical Leave Act, effective August 5, 1993.

12.0.10.9 Perfect Attendance Program a. How to Qualify: CMSD'S Perfect Attendance Program rewards ELIGIBLE OPBA bargaining unit members who have not used the following

for a given quarter within a given school year: Sick Leave Sick Family Leave Absent without pay leave Discipline time off b. Qualification for Perfect Attendance is determined by the payroll system in cooperation with Talent c. Definition of Calendar Year: For bargaining units that participate in the Perfect Attendance Program, the applicable school year base periods are as follows: Base Period 1-From Pay Period 1 through Pay Period 6 of the same school year Base Period 2-From Pay Period 7 through Pay Period 13 of the same school year Base Period 3-From Pay Period 14 through Pay Period 20 of the same school year Base Period 4-From Pay Period 21 through Pay Period 26 of the same school year d. Rewards: Bargaining Unit members who meet the criteria are eligible for Perfect Attendance rewards. The reward is \$50.00 per quarter period for a maximum of \$200.00 per school year. e. Eligibility requirements: The OPBA Bargaining Unit member staff attendance average must meet or exceed 95% as a whole per base period before any individual bargaining unit member is eligible to receive the attendance bonus. f. Regular full-time bargaining unit members are eligible to receive the attendance bonus.

12.0.11 Special Privilege Leave. Bargaining unit members 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 Chief of Safety and Security/designee.

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

1. These days shall not be taken for Safety & Security personnel: (i) during the last two weeks of the school year and first two weeks of school; or (ii) the work day before or after a vacation period.
2. In emergency situations during the times noted in paragraph 1, above, approval may be granted by the immediate supervisor using the family emergency procedure. Emergency shall be defined as a situation of which the bargaining unit member has no

control and the bargaining unit member did not participate in the decision for when the event was/is to occur.

3. Other than as an emergency, SPL days shall not require approval, explanation, or documentation so long as the day is requested at least five (5) work days in advance subject to the limitations set forth in Section 1 above.
4. 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 bargaining unit member's accrued sick leave.
5. Special privilege leave may be taken in hourly increments.

12.1 Assault Leave Policy.

Section 1. A bargaining unit member who is unable to work because of a physical disability resulting from an assault received in the course of employment, or in the discharge of other official assigned duties of the District, shall be maintained in full pay status on assault leave, for the period of time set forth in Section 4 herein. Assault leave granted under these conditions shall not be charged against earned sick leave.

Section 2. A bargaining unit member must timely seek medical attention from the time that s/he has knowledge of an injury, and must immediately report the assault, if medically able, to the Chief of Safety and Security or his designee, , 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 Union shall receive a copy of any modified forms. The District will make every effort to make a determination as to whether the bargaining unit member's application for assault leave will be approved within five (5) working days of submission of the application and documentation.

The bargaining unit member shall furnish a certificate from a licensed physician stating the nature of the disability and its anticipated duration and the certificate should accompany a completed Assault Leave Form furnished by the District. Any assault leave extending beyond 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 bargaining unit member who wishes consideration for restoration of full pay and sick leave status must submit this request to the District. In the event that the request is rejected, the bargaining unit member may file a grievance. If a bargaining unit member'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 bargaining unit member 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 bargaining unit member whole for his or her full pay and benefits.

Section 4. A bargaining unit member shall be granted an assault leave of up to three (3) calendar months unless the bargaining unit member has had a claim resulting from the assault approved by the Bureau of Worker's Compensation, in which case the bargaining unit member shall be granted an assault leave of up to, but not more than, six (6) months.

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

Section 1. Regular Pay During Jury Duty. Bargaining unit members shall be paid by the District while serving on jury duty, providing that they notify the District when the notice to report to jury duty is received.

Section 2. Reporting Back to Work Upon Release from Jury Duty. Bargaining unit members must report at once to their immediate supervisors for duty if released prior to noon of the work day while on jury duty.

Section 3. Funds Received. The employee may retain the funds received for performing jury duty to offset the employee's costs.

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

12.3 Longevity Anniversary Increments. (Applicable to that period of time served as a regular District employee.) The longevity rates set forth in Appendix B, annexed hereto and made a part hereof, will be applied to all regular District employees. Longevity increments will be effective 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 a bargaining unit member has completed 20, 25, 30, 35 years, rather than payable as of August 31st and January 31st only.

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

12.5 Severance Pay.

12.5.1 Severance Pay Based Upon Unused Sick Leave. At retirement from active duty, bargaining unit members 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.

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

1. The benefit that would have been paid to the bargaining unit member if s/he 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 bargaining unit member'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 bargaining unit members 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 bargaining unit members 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 bargaining unit members 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 bargaining unit members whose effective date of retirement is after July 1, 2007.

- B. Participation in the 403(b) Plan shall be mandatory for a bargaining unit member who retires after the calendar year the bargaining unit member has attained age 54 and is entitled to “Severance Pay.” A bargaining unit member who is required to participate in the 403(b) Plan is hereinafter referred to as a “Participant.”
- C. For purposes of the 403(b) Plan, the term “Severance Pay” shall include all of the following types of cash payments that are payable to a Plan Participant upon retirement:
 - 1) Any severance pay that is payable to a retiring bargaining unit member under Article 12; and
 - 2) Upon agreement of the parties, any payment made to a bargaining unit member 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 bargaining unit member 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 bargaining unit member does so, no contribution of Severance Pay shall be made to under the 403(b) Plan on behalf of the bargaining unit 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 bargaining unit member in accordance with the terms of the TSA provider contract; provided, however, that if the Participant does not have a TSA in effect at the date of death, the Severance Pay shall be paid in cash to the estate of the deceased bargaining unit member.
- G. If bargaining unit member is entitled to Severance Pay and is not required to be a Participant in the 403(b) Plan, the bargaining unit member's Severance Pay shall be payable to the bargaining unit member in a lump sum cash payment by a date selected by the Chief Financial Officer (CFO) that is not later than 2-1/2 months after the last day of the bargaining unit member's employment. However, in accordance with the requirements of IRC Section 403(b) and other applicable federal income tax law, bargaining unit member may elect to have all or a portion of the bargaining unit member's Severance Pay deferred into a TSA or into a trust, custodial account or annuity that is intended to be part of a deferred compensation plan that is tax-qualified under IRC Section 457(b) ("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 member is entitled to a cash payment of Severance Pay, has elected to defer some or all of it to a TSA or Section 457 Plan, and dies prior to the date such amount is paid to the TSA or Section 457 Plan, the amount that the employee had elected to be paid to a TSA or Section 457 Plan shall nevertheless be paid to the TSA or Section 457 Plan. If a bargaining unit member had not designated a specific TSA or Section 457 Plan, it shall be paid to the last TSA or Section 457 Plan which had received contributions on behalf of the deceased bargaining unit member; provided, however, that if the bargaining unit member had no TSA or Section 457 Plan, the deferred amount shall instead be paid to the deceased bargaining unit member's estate. If bargaining unit member is entitled to a cash payment of severance pay, to the extent that the bargaining unit member has not elected to defer such amount to a TSA or Section 457 Plan and dies prior to the date of such payment, the amount payable in cash shall be paid to the estate of the bargaining unit member.

- 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 members, 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 OPBA guarantee any tax results associated with the 403(b) Plan or deferrals to a TSA or Section 457 Plan, or cash payments made to bargaining unit members.
- 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. Bargaining unit members may file for Family Medical Leave Act leave (FMLA) consistent with federal law. Leave forms may be obtained from Human Resources and shall be available on the District's website.

ARTICLE 13

EMPLOYEE BENEFITS

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 E, 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 E. 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.

B. 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, 2018 an amount equal to ten percent (10%) of the monthly premium (COBRA equivalency). The employee contribution based upon the COBRA equivalency shall be calculated and effective for the coverage periods beginning January 1, 2019 and recalculated effective each January 1 thereafter. The monthly contributions shall be subject to the following monthly caps:

Single	Family
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Anthem	\$110.00	\$235.00
UHChoice	\$50.00	\$120.00
MMO Super Med Plus	\$110.00	\$235.00

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

However, if an employee/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
Anthem	\$85	\$190
UHChoice	35	100
MMO Super Med Plus	\$85	\$190

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 E. Results will be shared only with the individual employee (in the case of a covered spouse, only with that spouse) and the employee's physician (in the case of the covered spouse, only with the covered spouse's physician). Where the District is the primary provider for healthcare to the employee and the employee's spouse, both the employee and spouse must successfully complete the testing and assessment to receive the lower rate set forth in this paragraph. The testing and/or assessment shall be conducted through the employee's physician (or, if the employee's spouse is being tested/assessed, by the spouse's physician). The physician shall complete the form attached as Appendix E and submit that form to an independent third party mutually selected by the District and OPBA. 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 OPBA will jointly promote participation in these tests.

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

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

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 E, infra. The level of benefits shall be the same as provided in the previous Collective Bargaining Agreement between the District and OPBA as provided by CVS Caremark.

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

13.4 Dental Plan. All employees will be covered by a dental care program administered through a provider mutually agreeable to the parties. 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 January 1, 2018, and as summarized in Appendix E, *infra.* Employees who elect enhanced coverage shall pay the contribution amounts set forth in Appendix E, *infra.*, via payroll deduction.

13.5 Open Enrollment and Hard Audit. Unless otherwise agreed by the District and the Union, 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 the Union 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. The District and the Union have agreed that the District will commence a hard audit prior to the November, 2018 open enrollment period. That process will begin with announcements to employees in September, 2018.

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. Additional coverages shall be made available to bargaining unit employees who may purchase such additional insurance by means of payroll deduction. Employees may purchase up to \$500,000 up to the limits of the policies in effect but not less than \$50,000 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.

- A. An employee shall be eligible to receive a payment from the District equal to one-half (1/2) of up to \$2,000 in savings recovered by the District where the savings result from the identification by the employee of errors in his/her hospital/surgical/medical bills.
- B. Any savings realized from the modifications negotiated into this Article have been used to fund a part of the wage increase.

13.10 Section 125 Plan.

- A. The District shall continue to provide a "Cafeteria Plan" which will: (a) allow employees who make employee contributions for health care coverage to elect to do on a pre-tax basis, (b) allow employees to elect to receive additional cash in lieu of Board paid health care coverage

(as set forth herein), and (c) allow employees to elect to participate in the dependent care and medical care flexible spending accounts (“FSAs”) described below.

- B. The Cafeteria Plan will be designed to meet the requirements of Internal Revenue Code (“IRC”) Section 125 and applicable regulations. Accordingly, each bargaining unit member will have an opportunity on an annual basis in November to enroll in the Cafeteria Plan. The election to participate may not be revoked during the current plan year unless there is a change in the employee’s circumstances that, in accordance with IRC Section 125, permits the employee to change his or her election under the plan (e.g., divorce, death of spouse, change in employment status, a child losing eligibility for coverage, a court order requiring coverage, or other enrollment rights consistent with federal law). Details of the Cafeteria Plan will be provided on an annual basis at the time of enrollment and will also be available through the Human Relations Department.
- C. Under the Cafeteria Plan, each employee will be allowed to make a pre-tax “salary reduction” election up to the maximum amount allowable under IRC Section 129, and receive a corresponding credit under a child care/dependent care FSA. Under the dependent care FSA, reimbursement may be received for dependent care expenses described in IRC Section 129.
- D. In addition, each bargaining unit member during open enrollment or other qualifying event will be allowed to make a separate pre-tax “salary reduction” election up to 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 13.6 above shall be included in the \$50,000 allowance.

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

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

13.13 Health Care Subcommittee. A health care subcommittee shall be established with five (5) members appointed by the CEO and five (5) members appointed by the OPBA. 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 Union Business Agent 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 Union Business Agent.

The Health Care Subcommittee, no later than thirty (30) calendar days after the collective bargaining agreement has been ratified by the Union's membership and formally approved by the District's Board, shall

meet with all current vendors and explore additional savings, including, without limitation: (i) reviewing with all medical vendors all wellness and disease management programs currently in place that are without additional cost to the District, and mutually agree, which, if any, to pursue; (ii) explore retaining an outside third party wellness provider that will put its entire fee at risk based upon meeting Return on Investment targets (verified by an independent actuary); (iii) review whether restricted formularies or restricted retail networks may be appropriate to implement; and (iv) such other initiatives as the parties mutually agree.

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 as indicated below:

- a. In order to continue health care/prescription drug insurance, the inactive employee will have to pay directly to the the District the bill that will be received from the District or its designee and should they return to active duty as an eligible employee, they must re-enroll to obtain coverage.
- 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 PUBLIC 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 Files To Be Made Available. All personnel files of individual bargaining unit members excluding pre-employment and medical information shall be open for inspection to each bargaining unit member upon request. The bargaining unit member may have a representative of the Union present while he reviews his files.

15.0.1 Right To Review All Derogatory Material Before Inclusion Into File. No material derogatory to a bargaining unit member's conduct, service, character, or personality shall be placed in the file unless the bargaining unit member has an opportunity to read the material. The bargaining unit member shall acknowledge that he has read such material by affixing his signature on the actual copy to be filed, with the understanding that such signature merely signifies that he read the material to be filed, and does not necessarily indicate agreement with its content.

Where the bargaining unit member refuses to sign, the District shall have a witness, in addition to an immediate Supervisor, attest in writing to the bargaining unit member's refusal.

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

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

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

15.1 Improved Information On Pay Stubs.

15.1.1 Identification Coding. When the bargaining unit member 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 bargaining unit member's pay stub on a yearly basis.

15.1.3 Accurate Contact Information. Bargaining unit members 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. A bargaining unit member 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

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 meeting. The administrator shall have twenty work days after knowledge of the alleged violation to complete the preliminary investigation and notify the member of his/her determination that the member may have engaged in conduct that could lead to either a termination or suspension without pay.
2. The fact-finding hearing will be held before the appropriate Deputy Chief/Executive Director.
3. The bargaining unit member and the union are entitled to written notice of: the allegations and the right to request representation and also to be provided with copies of any written evidence related to the allegations.
4. The hearing will be held within a reasonable time (but no less than 48 hours) following receipt of the written allegations.
5. The bargaining unit member will be given a meaningful opportunity to respond to the allegations.
6. Not later than 10 days after the hearing the administrator shall notify the bargaining unit member and the Union in writing of the recommendation. If no discipline is recommended, the notification shall so state. If discipline is recommended, the notification shall state the discipline and the rationale, and shall provide a copy of the notice to the CEO
7. If the administrator recommends termination or suspension without pay then the CEO/designee shall review the evidence to determine whether the recommended discipline is warranted.
8. The CEO shall make a recommendation regarding discipline at the next scheduled board meeting.
9. The Board can adopt or modify the recommendation but cannot impose more severe discipline.
10. The Board shall notify the bargaining unit member and the Union of its decision.
11. Termination or suspension 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

17.0 No Strike – No Lockout.

17.0.1 During the term of this Agreement, the District shall not engage in any lockouts that violate R.C. Chapter 4117.

17.0.2 During the term of this Agreement, the Union shall not engage in any activities (e.g., strike, picketing, work stoppage, interference with work or slow down) that violate R.C. Chapter 4117.

17.0.3 Should any strike, work stoppage, interference with work or slow down occur, the Union shall take immediate action to terminate such action, including notifying all bargaining unit members to immediately cease and desist.

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

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

Number of Days Indicated Are The Maximum; Extension By Written Mutual Agreement. In order that grievances may be processed as rapidly as possible, the number of days indicated at each level are maximum. Every effort shall be made to expedite the procedures; however, the time limits may be extended by written mutual agreement of both parties. The party seeking the extension shall notify the other party in

writing and the notified party shall be deemed to have agreed unless it gives written objection within five (5) work days of receipt of the extension request. Time limits, specified in this procedure may be extended by written mutual agreement of the parties. The failure of the District to comply with any time limit within 10 days, providing all facts, information or other documentation were available or should have been available, will result in the automatic dismissal of any grievance action by the District. Similarly, failure of the Union to comply with any time limits within 10 days will result in the automatic dismissal of the grievance/action. The District will cooperate fully with the Union to find methods to expedite the grievance procedure to the maximum extent practicable.

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

- Employee's right to continuous representation. The aggrieved person or persons shall be represented at all stages of the grievance procedure by an OPBA 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 of Safety and Security within thirty (30) days of when the employee knew or should have known of the event giving rise to the grievance. The Chief of Safety and Security shall take the necessary steps to consider the merits of the grievance. The Chief of Safety and Security shall have six (6) working days in which to adjust the matter. If the Chief of Safety and Security 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 wrong doing by witnesses only, where possible (excluding students). Within ten (10) working days after the hearing, a written response to the grievance shall be sent to the grievant and the Union, stating the specific grounds for, evidence regarding and rationale for the decision.

STEP THREE:

Mandatory Mediation. If the grievance is not resolved at Step Two, then the Union and the District shall utilize the grievance mediation process in an attempt to resolve a grievance before going to arbitration. The objective is to find a mutually satisfactory resolution of the dispute. A single mediator shall be chosen by the parties. A mediator may be chosen by the parties by informal means. If the parties cannot agree, the mediator shall be selected under the procedures of the Federal Mediation and Conciliation Service (FMCS).

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

1. Grievances which have been appealed to arbitration shall be referred to mediation. The mediation conference with respect to a particular grievance shall be scheduled in the order in which the grievance is appealed to mediation with the exception of suspension or discharge grievances which shall have priority.

2. Within fifteen days, both parties shall notify FMCS and mutually agreeable arrangements shall be made for the conference.

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

1. The grievant is entitled to attend the mediation.

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

3. The grievance mediation process is informal and the rules of evidence do not apply. No record, stenographic or tape recordings of the meetings will be made.

4. The mediator's notes are confidential and will be destroyed at the conclusion of the grievance mediation meeting. FMCS is a neutral agency created to mediate disputes and maintains a policy of declining to testify for any party, either in court proceedings or before government regulatory authorities.

5. The mediator will use problem solving skills to assist the parties, including joint and separate caucuses.

6. The mediator has no 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 One of the grievance procedure and file a written request with the Director of Labor Relations, for a STEP Two hearing, which shall take place within forty-eight (48) hours after said filing.

STEP FOUR: Arbitration

- (A) If the matter is not resolved at Step Two or the grievance mediation process, the Union shall have the right within thirty (30) work days of the date the Step Two answer is received by the Grievant or the mediation process is concluded 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 Three Paragraph 11 of this Article. Upon such declaration, the Union and the District will make immediate (within 24 hours) arrangements with the Federal Mediation and Conciliation Service for the expedited arbitration procedure and such procedure shall begin as soon as the Federal Mediation and Conciliation Service can initiate a hearing. It shall be the specific request of both the Union and the District to have a decision within seven (7) days of the hearing. Notwithstanding anything to the contrary above, the parties may by mutual written agreement, choose another expedited arbitration procedure.

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.

During the term of this Agreement, the Union shall not engage in any activities (e.g., strike, picketing, work stoppage, interference with work or slow down) that violate R.C. Chapter 4117.

Should any strike, work stoppage, interference with work or slow down occur, the Union shall take immediate action to terminate such action, including notifying all bargaining unit members to immediately cease and desist.

ARTICLE 18

SPECIAL PROVISIONS FOR SECURITY EMPLOYEES, STATION WAGON DRIVERS AND GARAGE EMPLOYEES

18.0 Security Officers' Right To Request Other Work When Security Work Not Available. Security officers shall have the right to request work as building laborers or assignment to the general labor pool when security work is not available. They shall also have the option of requesting leaves of absence during periods when security work is not available.

The Union and the District to confer on memo listing options for summer employment.

18.1 In-Charge Duties.

18.1.1 Building (Security Officer): Where three (3) or more security officers are assigned to a building, the Chief of Safety & Security is to designate one (1) qualified person as in charge to assist in the coordination of the security staff and other duties as assigned by the Chief; in-charge rate to apply. For purposes of this provision, a part-time employee shall be counted as one (1) of the three (3) employees. Part-time employees shall not be eligible for the in-charge rate.

18.1.2 Cleveland Metropolitan School District Mobile Deputies, Investigative Counselor, Field (Security Officer): The District shall identify qualified person(s) in the classifications of Cleveland Metropolitan School District Mobile Deputies, Investigative Counselor and/or Field (Security Officer) to assist in the coordination of security staff; in-charge rate to apply.

18.1.3 As used in this section, qualified will be determined in accordance with Section 7.1 above.

18.1.4 A person performing “in-charge” duties under this section shall perform Administrative or Supervisory duties and responsibilities as directed by management.

ARTICLE 19

TUITION-FREE EDUCATION

Employees will receive tuition-free education at all Cleveland Public School Adult Education programs. Enrollment will be made possible on a space available basis after tuition-paying students have enrolled. The District shall have the right to refuse enrollment if it is determined that enrollment privileges are being abused by 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 municipal 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 bargaining unit 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 bargaining unit member relative to the pending charges. If the bargaining unit member is found not guilty

or charges are dismissed, the District must reinstate the bargaining unit member 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 bargaining unit 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 bargaining unit member relative to the pending charges. If the bargaining unit member is found not guilty or charges are dismissed, the District must reinstate the bargaining unit member 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.

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

20.2 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.

20.3 Pre-Employment Criminal Background Investigation. Pursuant to Section 3319.39 of the Ohio Revised Code, the employment of any employee is conditional until a criminal records check has been completed and reveals that the employee has not been convicted of any of the crimes listed in that statute.

Provided: This Section shall not apply to the above-described offenses for which a plea of guilty, or conviction was made prior to October 29, 1993, unless such plea or conviction was misrepresented on the employee application. Except as required on the employment application, employees shall not be required to disclose O.R.C. 3319.39 convictions or guilty pleas occurring between October 29, 1993 and 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 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) 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 the then current legal limitation has been met or exceeded.

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

ARTICLE 22

ATTENDANCE POLICY

22.0 Application.

22.0.1 Application. As a result of the 2013 negotiations there was a Memorandum of Understanding (MOU) created that outlined the formation of a committee to design a new Attendance Control Policy. The committee, comprised of representative bargaining units, 244, 407, 436, 860, 777, 1199, CBCTC and including members of CMSD management, worked together to create a fair and consistent policy for all

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

The district shall apply this attendance policy uniformly to all members.

This attendance policy supersedes all prior attendance policies applicable to members of the representative bargaining units, 244, 407, OPBA, 860, 777, 1199, CBCTC. This attendance policy shall be applied on January 1, 2014. The district shall not use any absences, AWOL, or tardiness occurring prior to January 1, 2014 as a basis for implementing discipline under this article. The district shall not apply this policy retroactively and all members shall begin with a clean slate. However, it is understood that an employee that is in the hearing process and/or serving a suspension under the current absentee policy on January 1, 2014 (or on the date of ratification, if applicable) will be governed under the prior CBA absentee policy (if applicable).

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

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

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

22.1 Definitions.

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

Excused absence: an absence that qualifies for (i) sick leave under Article 1; (ii) Family Medical Leave; (iii) military leave, and (iv) assault leave or is an otherwise documented medical absence. An

excused absence also includes any vacation leave, funeral leave, jury duty, special privilege or other documented leave so long as the leave was approved by the District. Medical documentation must be provided within 48 hours (2 working days) of the employee's return to work or the absence will be considered unexcused.

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

Tardiness Instance:

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

Look Back Period-Any rolling 60 workdays

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

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

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

Absence Reporting. Supervisors must inform employees of the departmental absence reporting practices on an annual basis in writing, including where, when and whom to call when reporting an absence. Employees must report all absences prior to the start of their work time, or as soon thereafter as possible. If

an employee fails to report his/her absence, the employee will be considered absent without leave until a reasonable explanation is subsequently provided.

Absence Recordkeeping: All absences must be reported accurately by the employee in Workday. (i.e. sick leave, vacation, special privilege, etc.)

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

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

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

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

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

EXAMPLE: If an employee is first placed on the absence abuse list on 7/01/13, and has another infraction on 9/08/13, the date of the last infraction (9/08/13) begins the one-year time frame for application of the absence abuse policy. For example, an employee receives a written warning under the policy on

9/01/13, a one-day suspension for violation of the policy on 12/1/13. On 9/02/14, and the employee once again violated the policy; The next step of discipline will be a five day suspension. Accordingly, the 9/02/14 infraction continues the progressive discipline as outlined under the policy for the next 12 months. However, if an employee completes one year with no new infraction of the attendance policy s/he shall be removed from the absence abuse list

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

Absence Occurrence Schedule	
Based on an employees scheduled daily contractual hours, the absence hours listed below are used to determine when an employee will be considered for and/or continued in the Absence Abuse Program.	
Scheduled Daily Contractual Hours	Absence Hours for Consideration
0.00 - 3.99	10
4.00 - 5.99	20
6.00 - 8:00	30

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

PROGRESSIVE DISCIPLINE-Absence Abuse

1. The following six progressive steps will be preceded by a pre-disciplinary hearing. The employee and the union will be notified in writing by the District as to the date and

time of such hearing in accordance with Article 17 (Grievance Policy). The employee may request the presence of a union representative at the hearing.

2. a. Step One: Verbal Warning.

An employee accumulating more than the Absence Hours identified in the Absence Occurrence Schedule, or showing a pattern of absence, within a rolling 60 day Look Back Period, will be placed in the Absence Control Program at Step One and receive a verbal warning. The Department Director or designee will issue and memorialize the verbal warning to the employee and inform the employee that the next absence occurrence within a twelve month period will result in the issuance of a written warning

b. Step Two: Written Warning.

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

c. Step Three: One (1) Day Suspension Without Pay.

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

d. Step Four: Five (5) Day Suspension Without Pay.

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

e. Step Five: Ten (10) Day Suspension Without Pay.

Following receipt of a five (5) day suspension, without pay, issued at Step Four, when an employee incurs an additional absence occurrence within a twelve-month period the employee will receive a ten (10) day suspension, without pay. The accompanying letter of suspension will include the warning that the next absence occurrence within a twelve-month period will result in termination of employment.

f. Step Six: Termination.

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

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

22.3 Absence Without Leave (AWOL) Abuse Process. District employees are responsible for reporting to work at their regularly scheduled times. If an employee is unable to report to work due to illness or for any other emergency or circumstances beyond the employee's control, the employee must, directly or

indirectly, inform his or her Department Supervisor and/or radio dispatch no more than one (1) hour after the start of work, unless the emergency incapacitated the employee.

Employees who do not report to work and do not provide acceptable notice as described above will be considered AWOL.

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

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

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

Any tardiness incident lasting more than 60 minutes is considered AWOL

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

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

PROGRESSIVE DISCIPLINE-AWOL

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

2. a. Step One: One (1) Day Suspension Without Pay.

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

- b. Step Two: Five (5) Day Suspension Without Pay.

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

- c. Step Three: Ten (10) Day Suspension Without Pay.

Following receipt of a five-day suspension issued at Step Two, when an employee is found to have incurred an additional AWOL occurrence within a twelve-month period,

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

d. Step Four Termination

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

AWOL, Resignation

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

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

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

22.4 Tardiness Control Process.

A. Policy

1. Employees are expected to work a full shift. Any employee who is tardy is subject to being docked for every minute tardy. The District has no provision for make-up time. Whenever an

employee is tardy from work as outlined herein, the employee will not be permitted to work beyond the end of his or her scheduled shift, solely for the purpose of restoring lost time.

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

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

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

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

PROGRESSIVE DISCIPLINE-Tardiness

The following seven progressive steps will be preceded by a pre-disciplinary hearing. The employee and the union will be notified in writing by the District as to the date and time of such hearing in accordance

with Article _ (Grievance Policy), and if applicable, said employee may request the presence of a union representative at the hearing.

a. Step One- Verbal Warning.

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

b. Step Two- Written Warning.

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

c. Step Three- One (1) Day Suspension Without Pay.

Following receipt of a written warning issued at Step Two, the next 2 tardiness instances will result in a one-day suspension. The accompanying letter of suspension will include the warning that the 2 tardiness instances within the next 60 workdays will result in a three-day suspension.

d. Step Four- Three (3) Day Suspension Without Pay.

Following the one-day suspension at Step Three, the next tardiness instance will result in a three-day suspension. The accompanying letter of suspension will include the warning that the next tardiness instances within the next 60 work days will result in a five-day suspension.

e. Step Five- Five (5) Day Suspension Without Pay.

Following the three-day suspension at Step Four, the next tardiness instance will result in a five-day suspension. The accompanying letter of suspension will include the

warning that the next Tardiness instances within the next 60 work days will result in a ten-day suspension.

f. Step Six- Ten (10) Day Suspension Without Pay.

Following the five-day suspension at Step Five, the next tardiness instance will result in a ten-day suspension. The accompanying letter of suspension will include the warning that the next tardiness instance within the next 60 workdays will result in suspension pending discharge.

g. Step Seven- Termination Without Pay.

If after receiving a verbal warning, written warning, and four progressive suspensions as outlined in the preceding six steps, the employee has a tardiness instances within the next 60 workdays, the employee will be terminated.

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

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.

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, during which time the employee will remain on the District's payroll, provided proof of continued disability is submitted. Such proof shall be accompanied by a "statement of attending physician" setting forth the illness or injury, work restrictions, if any, estimated duration of disability, and estimated return to work date. Attending physician statements must be submitted to the District within forty-eight (48) hours of treatment. Should these requirements not be fulfilled by the employee, a request for wage continuation extension may not be considered. All benefits, including insurance, will continue during the duration of the Wage Continuation Program.

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 Reinjury 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 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. The employee may file to receive Workers' Compensation payments for which he/she may be eligible. The employee and the District retain their respective rights under the Workers' Compensation Act.

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

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. Time spent by an employee in Vocational Rehabilitation will not count against his/her time under the Transitional Work Program. The employee will be reinstated to an appropriate active pay status upon completion of the Vocational Rehabilitation Program in accordance with this article regarding the Collective Bargaining Agreement.

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, and may be amended only upon the consent of the joint CLEVELAND METROPOLITAN SCHOOL DISTRICT-Transitional Work Committee. OPBA shall be allowed to have one (1) representative from the entire Union on the CMSD Transitional Work Committee. The CMSD Transitional Work Committee shall not review individual claims.

ARTICLE 24

PART-TIME OFFICERS

24.0 In the event of a layoff, the District shall layoff two (2) part-time employees for every one (1) full-time employee.

24.1 All overtime offers will go to full time officers first within the building, then within the region, then district wide. If the district is unable to fill its needs, the district may then offer the overtime to part time employees. However, in the event there is an emergency or short notice is received this provision shall not control and the district may offer the overtime as necessary to fill the need..

24.2 The District shall not schedule part-time employees at times other than regular school hours. The District does not intend to schedule part-time employees more than 18 hours per week, but reserves the right to do so.

24.3 The District shall not employ any more than 100 part-time employees.

24.4 The District shall not utilize part-time employees if it causes full-time employees to be laid off.

24.5 The District shall give part-time employees preference over non-District employees for full-time employee positions.

24.6 Current part-time employees must be enrolled in an Ohio Peace Officer Training Academy ("OPOTA") course by November 1, 2010 as a condition of continued employment. Any part-time employee who timely enrolls in a course but fails to obtain certification by completion of that course shall be terminated. New hires must successfully obtain OPOTA certification within nine months from the date of hire.

24.7 The Union is proposing a procedure that will promote Part-Time employees to Full-Time status when a vacancy occurs. All current Full-Time employees and Full-Time employees on the recall list must be given the first opportunity to fill the vacancy (Article 7). Then after the Full-Time employees have been

offered, the offering shall go to the Part-Time employees by the most senior employee first and so on down the Part-Time seniority list.

**To the extent they do not conflict with this provision, paragraphs five (5) through eight (8) of the Memorandum of Understanding Regarding Morning Security and Access Control shall remain in effect.

ARTICLE 25

DURATION OF AGREEMENT

Except as otherwise provided herein, this Agreement shall be effective July 1, 2021 through June 30, 2024, and shall remain in full force and effect from year to year thereafter unless on or before December 1, 2023, and on or before December 1 any year thereafter, prior to expiration, either party gives written notice to the other of the intention to negotiate on any or all of the provisions of the Agreement. If such notice is given, the parties shall promptly enter into negotiations and this Agreement shall remain in full force and effect until June 30 immediately following such notice. The parties shall begin negotiations on a successor agreement beginning April 15. The procedure set forth in O.R.C. §4117.14 will be followed, except that the fact-finding process must be scheduled such that the fact-finder's report is required to be submitted to the parties no earlier than the third Monday in May, and no later than the first Monday in June. Nothing in this Agreement shall preclude the parties from agreeing to an alternative dispute resolution procedure different from this one.

ARTICLE 26

MUTUAL RELEASES 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. The District also agrees that no discipline will be imposed or any reprisals of any kind taken because of any activity of any employees which may have arisen out of or be related to said collective bargaining

negotiations. This provision applies to the officers, employees, members, representatives, agents and, as applicable, their successors and assigns, heirs or personal representatives of the District and Union.

ARTICLE 27

CAPTIONS AND PARAGRAPH HEADINGS

The headings of this Agreement are inserted for convenience only and are not to be considered in construction of the provisions hereof.

ARTICLE 28

SAVINGS CLAUSE

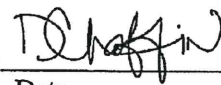
If any provision of this Agreement is found to be in violation of law by final order of a court of competent jurisdiction, or the District and the Union agree that said provision is in violation of the law, then said provision shall be considered void and the other provisions of this Agreement shall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

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

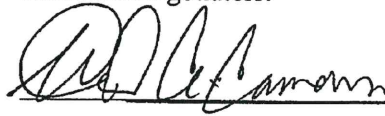
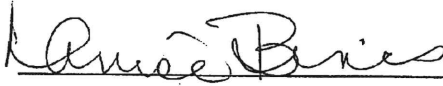
CLEVELAND METROPOLITAN
SCHOOL DISTRICT

By:  11/19/2023
Eric Gordon Date
Chief Executive Officer

OHIO PATROLMEN'S BENEVOLENT
ASSOCIATION

By:  12/5/2022
Date

Directors/Negotiators:

APPENDIX A

WAGE & DIFFERENTIAL SCHEDULE SAFETY & SECURITY

Security Officer and Impact Unit

Job Profile	2021-2022			2022-2023			2023-2024		
	Step	Hourly Rate	Salary (12 month)	Step	Hourly Rate	Salary (12 month)	Step	Hourly Rate	Salary (12 month)
Security Officer	Step 1	\$16.69	\$34,715.20	Step 1	\$17.19	\$35,756.66	Step 1	\$17.53	\$36,471.79
Security Officer (12-month)	Step 2	\$17.17	\$35,713.60	Step 2	\$17.69	\$36,785.01	Step 2	\$18.04	\$37,520.71
Impact Unit	Step 3	\$17.64	\$36,691.20	Step 3	\$18.17	\$37,791.94	Step 3	\$18.53	\$38,547.77
Impact Unit (12-month)	Step 4	\$18.12	\$37,689.60	Step 4	\$18.66	\$38,820.29	Step 4	\$19.04	\$39,596.69
	Step 5	\$18.60	\$38,688.00	Step 5	\$19.16	\$39,848.64	Step 5	\$19.54	\$40,645.61
	Step 6	\$19.08	\$39,686.40	Step 6	\$19.65	\$40,876.99	Step 6	\$20.05	\$41,694.53
	Step 7	\$19.55	\$40,664.00	Step 7	\$20.14	\$41,883.92	Step 7	\$20.54	\$42,721.60
	Step 8	\$20.03	\$41,662.40	Step 8	\$20.63	\$42,912.27	Step 8	\$21.04	\$43,770.52

Investigate Counselor

Job Profile	2021-2022			2022-2023			2023-2024		
	Step	Hourly Rate	Salary (12 month)	Step	Hourly Rate	Salary (12 month)	Step	Hourly Rate	Salary (12 month)
Investigate Counselor	Step 1	\$21.35	\$44,408.00	Step 1	\$21.99	\$45,740.24	Step 1	\$22.43	\$46,655.04
Investigate Counselor (10 month)	Step 2	\$21.83	\$45,406.40	Step 2	\$22.48	\$46,768.59	Step 2	\$22.93	\$47,703.96
	Step 3	\$22.31	\$46,404.80	Step 3	\$22.98	\$47,796.94	Step 3	\$23.44	\$48,752.88
	Step 4	\$22.79	\$47,403.20	Step 4	\$23.47	\$48,825.30	Step 4	\$23.94	\$49,801.80
	Step 5	\$23.27	\$48,401.60	Step 5	\$23.97	\$49,853.65	Step 5	\$24.45	\$50,850.72
	Step 6	\$23.75	\$49,400.00	Step 6	\$24.46	\$50,882.00	Step 6	\$24.95	\$51,899.64
	Step 7	\$24.23	\$50,398.40	Step 7	\$24.96	\$51,910.35	Step 7	\$25.46	\$52,948.56
	Step 8	\$24.71	\$51,396.80	Step 8	\$25.45	\$52,938.70	Step 8	\$25.96	\$53,997.48

Central Monitoring Station and Mobile Patrol Officer

	2021-2022			2022-2023			2023-2024		
	Step	Hourly Rate	Salary (12 month)	Step	Hourly Rate	Salary (12 month)	Step	Hourly Rate	Salary (12 month)
Central Monitoring Station (12 month)	Step 1	\$17.00	\$35,360.00	Step 1	\$17.51	\$36,420.80	Step 1	\$17.86	\$37,149.22
Mobile Patrol Officer (12 month)	Step 2	\$17.48	\$36,358.40	Step 2	\$18.00	\$37,449.15	Step 2	\$18.36	\$38,198.14
	Step 3	\$17.96	\$37,356.80	Step 3	\$18.50	\$38,477.50	Step 3	\$18.87	\$39,247.05
	Step 4	\$18.44	\$38,355.20	Step 4	\$18.99	\$39,505.86	Step 4	\$19.37	\$40,295.97
	Step 5	\$18.92	\$39,353.60	Step 5	\$19.49	\$40,534.21	Step 5	\$19.88	\$41,344.89
	Step 6	\$19.40	\$40,352.00	Step 6	\$19.98	\$41,562.56	Step 6	\$20.38	\$42,393.81
	Step 7	\$19.88	\$41,350.40	Step 7	\$20.48	\$42,590.91	Step 7	\$20.89	\$43,442.73
	Step 8	\$20.36	\$42,348.80	Step 8	\$20.97	\$43,619.26	Step 8	\$21.39	\$44,491.65

Mobile Deputy (12 month)

Job Profile	2021-2022			2022-2023			2023-2024		
	Step	Hourly Rate	Salary (12 month)	Step	Hourly Rate	Salary (12 month)	Step	Hourly Rate	Salary (12 month)
Mobile Deputy (12 month)	Step 1	\$20.39	\$42,411.20	Step 1	\$21.00	\$43,683.54	Step 1	\$21.42	\$44,557.21
	Step 2	\$21.59	\$44,907.20	Step 2	\$22.24	\$46,254.42	Step 2	\$22.68	\$47,179.50
	Step 3	\$22.24	\$46,259.20	Step 3	\$22.91	\$47,646.98	Step 3	\$23.37	\$48,599.92
	Step 4	\$22.91	\$47,652.80	Step 4	\$23.60	\$49,082.38	Step 4	\$24.07	\$50,064.03

Dispatcher

Job Profile	2021-2022			2022-2023			2023-2024		
	Step	Hourly Rate	Salary (12 month)	Step	Hourly Rate	Salary (12 month)	Step	Hourly Rate	Salary (12 month)
Dispatcher (12 month)	Step 1	\$19.60	\$40,768.00	Step 1	\$20.19	\$41,995.20	Step 1	\$20.59	\$42,827.20
	Step 2	\$19.99	\$41,579.20	Step 2	\$20.59	\$42,827.20	Step 2	\$21.00	\$43,680.00
	Step 3	\$20.39	\$42,411.20	Step 3	\$21.00	\$43,680.00	Step 3	\$21.42	\$44,553.60
	Step 4	\$20.80	\$43,264.00	Step 4	\$21.42	\$44,553.60	Step 4	\$21.85	\$45,448.00

Various Positions

	2021-2022		2022-2023		2023-2024	
	Hourly Rate	Salary (12 month)	Hourly Rate	Salary (12 month)	Hourly Rate	Salary (12 month)
Hourly Part-time Security Officer	\$14.95		\$15.39		\$15.70	
School Resource Officer	\$26.05		\$26.83		\$27.37	

1. An employee who was hired by the District and/or reclassifies from a different position, the employee will begin at Step 1.
2. If an employee reclassifies from a part-time hourly Security Officer to a Security Officer, the employee will begin at Step 1.
3. An employee must be in the position for six months or longer, within the same school year, to be eligible for movements to the next step at the beginning of the ensuing school year.
4. Reclassifications within a consecutive school year will maintain their step and/or vacation upon return to their original position.
5. An employee who resigns and returns within the consecutive school year, in the same position, will maintain their step and/or vacation upon returning to their original position.
6. An employee who resigned and returns outside of the consecutive school year will begin at Step 1.
7. An employee that is out of pay status for six months or longer, in the same school year, will not be eligible for step progression upon returning to pay status.

Transition to Step Schedule:

1. For 2021-2022, employees with 5 or more years of service as of July 1 will be placed at Level 5 (or nearest highest level if less than 5 are present); those with less than 5 years will be placed at a level consistent with their District service as of July 1, 2021.

Recommendation(s):

1. Adjustment from a \$.37 increment to a \$.48 increment in 2021-2022
2. Applicable 3% increase in 2022-2023 and 2% increase 2023-2024 to salary step schedule
3. Applicable 3% increase in 2021-2022, 3% increase in 2022-2023, and 2% increase in 2023-2024 to Various Position schedule
4. Mobile Deputy schedule increased and maintain 4 step progression
5. 2022-2023 and 2023-2024 move to 200 days for a traditional 10-month employees. (2021-2022 is a traditional 192 days)
6. Those assigned to extended schools receive an additional 5 days and Year-round school receive an additional 10 days

In Charge Rate

When three (3) or more security officers are assigned to a building, the Chief of Safety and Security is to designate an in-charge person who will receive a differential as follows:

When there are four (4) or more Security Officers in the building, \$1305 (SY22), \$1,344 (SY23), \$1,371 (SY24) per school year. The Impact Unit differential is the same as the rate for the security officer in charge in a building with four (4) or more officers;

When there are three (3) Security Officers in the building, \$1033 (SY22), \$1064 (SY23), \$1085 (SY24) per school year;

The corporal rate shall be \$109.00 (SY22), \$112 (SY23), \$114 (SY24) higher than the applicable in charge rate.

General Provisions Regarding Differentials – Applicable all S&S Classifications

1. An afternoon and nighttime shift increment of \$.71 (SY22), \$.73 (SY23), \$.74 (SY24) per hour shall be received by second shift (afternoon) and third shift (evening) employees.
2. A weekend increment of \$.71 (SY22), \$.73 (SY23), \$.74 (SY24) per hour shall be paid for all hours worked between Friday midnight and Sunday midnight.
3. No employee is to receive both an afternoon or night shift differential and a weekend differential, i.e., no pyramiding will be permitted.

APPENDIX B

LONGEVITY ANNIVERSARY INCREMENTS

Years of Service Completed	Increment Annual Salary Base	Increment Hourly Base
20 years	\$874.00	\$.42
25 years	\$1893.00	\$.91
30 years	\$3162.00	\$1.52
35 years	\$4722.00	\$2.27

IMPACT UNIT OFFICERS

2. The District agrees that any new employee hired to fill a Impact Unit Officer position after March 1, 1996 shall be compensated in the same manner as any newly hired officer under Appendix A and shall receive all additional rates to which Impact Unit Officers are entitled under Appendix A and the labor contract and will continue to stand entitled to all Step increases and afternoon, evening and weekend differentials contained in the collective bargaining agreement.

APPENDIX D

PERMIT E1 TO E2

HEALTH BENEFITS

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 Formulary Non-Formulary	\$ 5 Co-pay \$ 10 Co-pay \$ 10 Co-pay	\$ 5 Co-pay \$15 Co-pay \$20 Co-pay	\$ 5 Co-pay \$15 Co-pay \$20 Co-pay
Contraceptives	Covered	Covered	Covered
Mail Order /Days Supply per prescription	90 Days	90 Days	90 Days
Generic Formulary Non-Formulary	\$ 5 Co-pay \$ 10 Co-pay \$ 10 Co-pay	\$10 Co-pay \$30 Co-pay \$40 Co-pay	\$10 Co-pay \$30 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

CLEVELAND METROPOLITAN SCHOOL DISTRICT
Payroll Deductions (Bi-Monthly)
Eff. 7/1/22

OPBA	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 Anthem 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.

DENTAL BENEFIT SUMMARY
MetLife Insurance
Effective 1/1/19

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**

Date _____

To whom it may concern:

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

Preventive Services Covered Under the ACA | [HHS.gov](https://www.hhs.gov)

U.S. Department of Health & Human Services

Preventive Services Covered Under the Affordable Care Act

- **Covered Preventive Services for Adults**

- **Covered Preventive Services for Children**

1. Abdominal Aortic Aneurysm one-time screening for men of specified ages who have ever smoked

2. Alcohol Misuse screening and counseling

3. Aspirin use for men and women of certain ages

4. Blood Pressure screening for all adults

5. Cholesterol screening for adults of certain ages or at higher risk

6.Colorectal Cancer screening for adults over 50

7. Depression screening for adults

8. Type 2 Diabetes screening for adults with high blood pressure

9. Diet counseling for adults at higher risk for chronic disease

10. HIV screening for all adults at higher risk

11. Immunization vaccines for adults—doses, recommended ages, and recommended populations vary:

- Hepatitis A
- Hepatitis **B**
- Herpes Zoster
- Human Papillomavirus

<http://www.hhs.gov/healthcare/facts-and-features/fact-sheets/preventive-services-covered-under-aca/>

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12/8/2016

Preventive Services Covered Under the ACA | HHS.gov

a Influenza (Flu Shot)

a Measles, Mumps, Rubella

- Learn more about immunizations and see the latest vaccine schedules.

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

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

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 | [HHS.gov](https://www.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:

- Diphtheria, Tetanus, Pertussis
- Haemophilus influenzae type b
- Hepatitis A
- Hepatitis B
- Human Papillomavirus
- Inactivated Poliovirus
- Influenza (Flu Shot)
- Measles, Mumps, Rubella
- Meningococcal
- Pneumococcal
- Rotavirus
- Varicella

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

APPENDIX F
CLEVELAND METROPOLITAN SCHOOLS
RETURN TO WORK/ TRANSITIONAL WORK PROGRAM

Statement of Policy

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

For Employee

- Increased morale
- Full wage vs. 72%, then 66-2/3% after 12 weeks of BWC compensation
- No interruption of benefits
- More "hands-on" claims management
- Ability to return to work as determined by physician

For Management

- Reduced workers' compensation costs
- Increased productivity
- Decreased absenteeism
- Increased employee relations
- More "hands-on" claims management
- Assistance with compliance to ADA and FMLA

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

Goals & Objectives

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

- Develop a plan to return injured employees to work safely and in a meaningful capacity, without risk of re-injury, aggravation of the injury, or risk to others.
- Ensure that managed return-to-work develops within the requirements of the Americans with Disabilities Act (ADA) and applicable state laws.
- Coordinate with Human Resources representatives.
- Create an effective process for monitoring injured employees from the date of injury or illness until the injury is resolved or the injured worker is maximum medically improved (MMI).
- Focus on what the employee can do, not on what he or she cannot do.
- Focus on the temporary nature of the modified work assignment or job accommodation.
- Enlist the support and commitment of management, labor, and co-workers.
- Perform detailed job assessment/analysis for each job classification identifying the physical demands and requirements of each job, especially for jobs or classifications that have a high accident rate, to include:
 - (a) the essential and nonessential tasks,
 - (b) the tools, machines, and equipment used,
 - (c) posture requirements,
 - (d) height and weight of object to be lifted and/or moved,
 - (e) endurance factors, such as degree of strength and physical demands required.
- Develop detailed job descriptions (including essential and nonessential functions and physical requirements) to help medical care providers and medical care reviewers understand the physical and mental demands of each job.

Return to Work Options

When an injury occurs, Management intent is to return the employees to work as quickly as circumstances permit as determined by the provider of record. Instead of waiting until an injured employee reaches maximum medical improvement (MMI), or 100 percent recovery, to bring the

Managed returns to work options include job accommodation, temporary alternate or modified duty assignments, and transitional work. Positions identified for such assignments are not intended to replace vacant positions. Return to work positions are recognized as temporary, supplemental positions and are not considered to be regular bid jobs or to become regular bid jobs. Such positions within the OPBA bargaining units are intended for OPBA employees and not employees of any other bargaining unit unless specifically agreed to by the affected Union President(s) and Management.

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) and Management agree in writing. 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 and reviewed by both management and labor for approval. 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.

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Coordinating with Treating Physician

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

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

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

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

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

If the opinion of the employee's treating physician conflicts with that of the program physician and such opinion is presented to Management in seven (7) work days of the program physician's evaluation, and if the physicians cannot agree after consultation, the employee will be referred for a third opinion. A panel of occupational health specialists for third opinions shall be established by the Cleveland Metropolitan School District Transitional Work Committee. The third opinion shall be determinative of the employee's injury pay status under the Contract and shall not be subject to further appeal or review. If the third opinion is consistent with the program physician's plan and the employee enters and later drops out of the plan, then Management can recoup injury wage continuation pay from the employee's sick time accumulation. If the employee does not have a sufficient sick time balance, Management shall recoup the injury pay by reducing future sick leave earnings by one-half (1/2) until the injury pay is fully recouped.

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

An employee working in the return to work/transitional work program will be compensated at their regular rate of pay. The employee will not be entitled to bid rights, overtime (unless the employee is performing within his/her bid position and overtime does not violate work restrictions), etc., since the employee is not fit to perform all of the duties of the classification. With regard to the rights of other employees, the employee in the return to work/ transitional work program will be deemed not to be working out of classification.

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

In the event that an employee cannot be returned to work due to permanent restrictions in their regular job or alternate position, or is applying for a disability retirement, and if the employee has followed the wage continuation program, Management will continue wage continuation for a period of forty-five (45) days in addition to the two (2) years of wage continuation for which the employee is eligible under Article 23 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, Management will cooperate with the BWC in allowing on-the-job training to help qualify the injured worker for a position.

SCHOOL RESOURCE OFFICER

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APPENDIX H

MEMORANDUM OF UNDERSTANDING BETWEEN THE CLEVELAND MUNICIPAL SCHOOL DISTRICT AND THE OHIO POLICE BENEVOLENT ASSOCIATION (OPBA), REGARDING DISTRICT SPONSORED CHARTER SCHOOLS

The Cleveland Municipal School District (hereinafter "District") and the Ohio Police Benevolent Association (hereinafter "OPBA") agree to follow the terms of this Memorandum of Understanding (MOU) that will govern the District's selection and assignment of any eligible OPBA employees assigned by the District to provide safety and security services to District sponsored Charter schools.

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

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

3. OPBA shall appoint a member to the Charter School interview team that interviews and selects the person(s) who will provide Services to the District sponsored Charter school(s). The Charter School interview team shall be responsible for posting open OPBA positions in accordance with the Labor Contract, interviewing applicant(s) and selecting the successful applicant(s). That interview team shall have as its chairperson the Chief Operations Officer, and shall include a representative from Talent, the Cleveland Teachers Union, and the Board, in addition to a OPBA representative. If there is an active layoff or recall list for OPBA members covered by this agreement, and the District will need Service(s) performed by individuals on the active layoff or recall list, the District agrees to select a qualified current OPBA member to provide the Service(s) before selecting a new hire. Where there is no active layoff or recall list, and there is no eligible Custodian who applies, the District and District Sponsored Charter School have the right to fill the vacancy with a new hire. The new hire shall become a OPBA employee consistent with the Labor Contract upon completion of his/her probationary period.

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

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CLEVELAND MUNICIPAL
SCHOOL DISTRICT AND THE OHIO POLICE BENEVOLENT ASSOCIATION,
REGARDING DISTRICT SPONSORED CHOICE OPTION SCHOOLS**

1. OPBA represents those bargaining unit employees identified in Article 1 of the Collective Bargaining Agreement (hereinafter "Labor Contract") between the District and OPBA. The District may sponsor Choice Option schools during the existence of the Labor Contract.
2. The District represents that it will notify the Board of Directors of any District sponsored Choice Option school that will utilize District provided safety and security services (hereinafter "Services") provided by the OPBA that the OPBA is the sole bargaining agent for the those District employees identified in Article 1 of the Labor Contract. The District will ensure that a District sponsored Choice Option School using a District building/facility uses a safety and security employee for Services and further represents it will meet with the Board and inform the Board of the District's obligations relative to this MOU. If a District sponsored Choice Option School uses a non-District building/facility, the District shall notify the OPBA and provide the OPBA an opportunity to meet with the Choice Option school Board or its designee to determine the feasibility of utilizing OPBA employees. Should the District use volunteers at any of its District sponsored Choice Option schools pursuant to R.C. § 4117.103, the District will so notify the OPBA in writing.
3. The OPBA shall appoint a member to the Choice Option School interview team that interviews and selects the person(s) who will provide Services to the District sponsored Choice Option school(s). The Choice Option School interview team shall be responsible for posting open OPBA positions in accordance with the Labor Contract, interviewing applicant(s) and selecting the successful applicant(s). That interview team shall have as its chairperson the Chief Operations Officer, and shall include a representative from Human Resources, the Cleveland Teachers Union, and the Board, in addition to a OPBA representative. The District shall fill the position in accordance with the Labor Contract. If there is an active layoff or recall list for OPBA members covered by this agreement, and the District will need Service(s) performed by individuals on the active layoff or recall list, the District agrees to select a qualified current OPBA member to provide the Service(s) before selecting a new hire. Where there is no active layoff or recall list, and there is no eligible member who applies, the District and District Sponsored Choice Option School have the right to fill the vacancy with a new hire. The new hire shall become a OPBA

employee consistent with the Labor Contract upon completion of his/her probationary period.

4. OPBA members shall be compensated at their respective contract rate under the Labor Contract. Any overtime shall be paid in accordance with the Labor Contract.
5. OPBA employee chosen to provide Services shall maintain seniority within their classification pursuant to the Labor Contract. Any eligible OPBA employee desiring to bid on a vacancy within a District sponsored Choice Option school may do so at any time in accordance with the Labor Contract and this MOU.
6. OPBA employees covered by this MOU are entitled to health benefits, vacation leave/pay, sick leave/pay, SPL leave/pay and holiday pay and all other terms and conditions of employment in the same manner as is afforded them under the Labor Contract.
7. This Agreement is effective for the same duration as the Labor Contract.
8. The District and OPBA agree that all provisions of the Labor Contract as well as other binding Agreements in the form of memoranda of understanding remain in full force and effect and apply hereto.

Cleveland Municipal School District

Ohio Police Benevolent Association

By: _____

By: _____

Date: _____

Date: _____

APPENDIX J

SIDE LETTER ON PLACEMENT OF CERTAIN INVESTIGATIVE COUNSELORS ON THE
2021-2022 SALARY SCHEDULE

A question has arisen as to the placement of Investigative Counselors McIntosh, Zielinski and Martin on the salary schedule. On the salary placement prepared by the District, each of these individuals would receive an increase for the 2021-2022 school year of less than 3% with higher raises in the subsequent years. The parties have agreed that these three individuals will be moved to a 3% increase through manual intervention. The parties acknowledge that this movement is not aligned to the placement document provided by the District and will impact the projected raises on that document for the 2022-2023 and 2023-2024 school years.

For the District

For the OPBA

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VACATION BUY BACK MOU

The parties have agreed to the following MOU on Vacation Buy Back

Vacation buy back.

Employees may be eligible to cash in a limited number of vacation days provided as follows:

- a. Before any vacation days may be cashed in, a bargaining unit member must have a minimum of fifty (50) vacation days accumulated.
- b. A bargaining unit member may cash in up to ten (10) vacation days.
- c. It is up to the discretion of the Chief Executive Officer and the Chief Financial Officer as to whether a buy back will be available in any given fiscal year.

FOR THE BOARD

FOR THE OPBA

This side letter will confirm the agreement reached between the Cleveland Metropolitan School District and the Ohio Partolmen’s Benevolent Association regarding the calculation of the longevity payments set forth in Appendix B of the collective bargaining agreement between the parties.

For the Board

For the Ohio Patrolmen's Benevolent Association

.....

[illegible]

Worker	Compensation Grade	Allowance Plan Assignment Details	Longevity years
Carla B. Glover (421827)	OPBA – Security Officer	Allowance – Longevity – Annual, 919.00 USD Annual: Individual Target	20
Charlene R. Hubbard (434099)	OPBA – Security Officer	Allowance – Longevity – Annual, 919.00 USD Annual: Individual Target	20
Daniel Marzan (428778)	OPBA – Security Officer	Allowance – Longevity – Annual, 919.00 USD Annual: Individual Target	20
Dayle E. Prevo (428805)	OPBA – Security Officer	Allowance – Longevity – Annual, 919.00 USD Annual: Individual Target	20
Deanine O. Dillard (431378)	OPBA – Security Officer	Allowance – Longevity – Annual, 919.00 USD Annual: Individual Target	20
Deborah Y. Gunn (420265)	OPBA – Security Officer	Allowance – Longevity – Annual, 919.00 USD Annual: Individual Target	20
Desmond McIntosh (423232)	OPBA – Investigator Counselor	Allowance – Longevity – Annual, 919.00 USD Annual: Individual Target	20
Donald E. Bringht (428328)	OPBA – Security Officer	Allowance – Longevity – Annual, 919.00 USD Annual: Individual Target	20
Douglas R. Tucker (424067)	OPBA – Security Officer	Allowance – Longevity – Annual, 919.00 USD Annual: Individual Target	20
Eric Simpkins (424853)	OPBA – Security Officer	Allowance – Longevity – Annual, 919.00 USD Annual: Individual Target	20
Ernest Priester (426642)	OPBA – Security Officer	Allowance – Longevity – Annual, 919.00 USD Annual: Individual Target	20
Gino D. Harris (422363)	OPBA – Security Officer	Allowance – Longevity – Annual, 919.00 USD Annual: Individual Target	20
Jacqueline S. Bivins (428169)	OPBA – Security Officer	Allowance – Longevity – Annual, 919.00 USD Annual: Individual Target	20

