**TEAMSTERS LOCAL UNION NO. 436 –CMSD Contract Digest**

**Article 1- Recognition and Coverage**

**Section 1.0 – Exclusive Bargaining Representative**

Local 436 is the exclusive representative in all matters concerning salaries or the terms and conditions of employment for:

All full time and part time Security Personnel which includes Investigator Counselor, Security Officer, Mobile Response Officers, Dispatcher, Gang Task Force, School Resource Officers, Flex Team Officer, Mobile Patrol Officers and other such classifications in which the majority of employees request representation by Local 436.

This agreement represents the full understanding of the agreement between Local 436 and CMSD and is the sole document controlling salaries or terms/condition of employment for members of Local 436.

**Section 1.1 Classified and Coded Printout of Bargaining Unit-Employee Information**

A printout of Local 436 members, which cannot be shared for promotional purposes, will be provided to the union twice a year (October and February). Two printouts will be provided – one listed alphabetically by Local 436 member names and the other listed by work site and shall include:

Employee Name

Employee identification number

Date of appointment to current position

Current rate of pay

Identification of the employees whose union dues are being collected through the district payroll deductions indicated by an asterisk (\*)

Code by employment status

Union member’s social security number.

**Section 1.2 New Job Classification**

If CMSD creates a new job classification, a written job description shall be sent to the union who will then have the opportunity to include said employees in the union.

If the new job classification is substantially similar to the duties being performed by members of local 436, all the terms and conditions of this agreement will apply to this employee except as to rate of pay, which will be negotiated between Local 436 and CMSD upon notice of the new classification.

**Article 2 Union Security**

**Section 2.0 Dues and Fees**

CMSD shall deduct dues, initiation fees, re-initiate fees, and entry fees directly from the member’s paycheck upon receipt of a voluntarily executed authorization card.

**Section 2.1 Amount of dues**

The amount of the deductions shall be provided to CMSD’s Chief Financial Officer by September 1st of each school year.

**Section 2.2 Fair Share Service Fees**

Each employee who is covered by this agreement but is not a member of Local 436, has not submitted a dues authorization card, or has revoked his union membership shall pay a “fair share fee” which will not exceed the amount of the dues paid by a Union member.

The “fair share fee” shall be deducted from the employee’s paycheck according to the union dues schedule.

EXCEPTION: an employee who is exempt from paying the fee due to religious convictions is not required to pay a fee but is required to pay the same amount as he would have paid in fees to a non-religious charitable fund agreed upon by the Union Secretary-Treasurer and the employee on the same date as union fees/”fair share fees” are due. Said employee must provide the Union Secretary-Treasurer a receipt of his donation.

**Section 2.3 Objection to Fee Amounts**

Any employee who feels that the “fair service fee” charged to him or her is inaccurate or is not owed can object to the union who will process the objection through the Union’s internal rebate procedure.

**Section 2.4 New Employee Information**

The names and address of new and terminate employees shall be provided to the Union on a monthly basis.

**Section 2.5 D.R.I.V.E**

CMSD shall deduct the amount authorized from the employees and pay the contributions to D.R.I.V.E, along with a list of each employee and the amount of the employee’s contribution, by the 15th day of the month following the deduction.

Employees must elect to have D.R.I.V.E deductions taking from their paycheck by July 1st of each year.

**Section 2.6 Timing of Deductions**

Deductions shall be made out of the first payroll period of each month. The Union assumes full responsibility for the funds taken.

**Section 2.7 Indemnification**

The Union will be responsible for any claims, suits, orders, or judgments rendered against CMSD as a result of this article.

**Section 2.8 Dues Deduction**

CMSD agrees to pay the member’s dues to Ohio Teamsters Credit Union, Inc. and include the name of the employee and the deducted amount.

CMSD has no responsibility or control over the Ohio Teamsters Credit Union, Inc.

**Article 3 Rights of the Union**

**Section 3.0 Right To Inspect And Audit The District’s Books**

Upon reasonable notice, the Union may view the accounting books to determine the estimated amount of dues to be forthcoming and/or to determine the reasonableness or accuracy of the items in the budget.

**Section 3.1 Union Stuart/Officer Release Time While On Duty**

The Union shall designate no more than seven (7) employees as union stewards and shall notify the Chief of Safety and Security of the names of the stewards.

In addition to their regular work duties, during working hours, stewards can:

 Investigation and presentation of employees’ grievances

 Represent employees in meetings with the employer

Discuss and receive complaints and grievances

Stewards can perform the above during working hours/on CMSD premises so long as it does not interfere with his or her work duties. Stewards are permitted a reasonable amount of time to perform steward services.

Prior to leaving work to perform steward duties, Stewards must notify their supervisor that they will be absent and approximately how long they will be away. This request cannot be unreasonably denied.

Employees who are in need of a Steward’s services shall notify their supervisor.

Stewards or employees who participate in hearings or meetings shall not suffer a loss of pay.

The union can conduct union business on CMSD property (other than member meetings) provided the chief, or his or her identified designee, is given advance notice and the business does not interfere with CMSD operations or employees’ schedules.

**Section 3.2 Leave for Conducting Union Business**

A leave of absence without pay may be authorized by the Chief of Safety and Security (or his designee) to any union member elected/selected to serve as an Officer or Delegate of the International Brotherhood of Teamsters, Teamsters Local Union No. 436.

**Section 3.3 Use of District Facilities**

CMSD facilities can be used for Union Meetings so long as a permit is requested and issued and the Union pays CMSD a standard facility use charge.

**Section 3.4 Use of Mails**

The Union is permitted to use CMSD’s mail system, internet, and/or e mail so long as it conforms to CMSD’s policies or administrative guidelines. Failure to comply may result in the revocation of the privilege of using CMSD’s systems and in disciplinary action for the employee who violated CMSD’s policies/guidelines.

**Section 3.4.1 Use of Computers**

The union may not use CMSD computers for matters pertaining to union members but members of Local 436 may use CMSD computers to carry out CMSD business.

**Section 3.5 Use of Bulletin Boards**

The Union can use CMSD’s bulletin boards for posting notices concerning official union business.

**Section 3.6 Participation on School Closing Committee**

Local 436 can send a representative, who will be permitted to attend the meeting during the work day, to serve on any formal school closing committee.

**Section 3.7 Seniority**

**Section 3.7.1 Seniority Defined**

District seniority is defined by the uninterrupted length of service from the most recent date of hire. Classification seniority is defined by the uninterrupted length of service from the most recent date of entry into the classification.

**Section 3.7.2 Seniority Broken**

Seniority is broken when:

 Employee quits or resigns

 Employee is discharged for just cause

 Employee is laid off for more than 60 months

Employee is unable to return to work after 12 consecutive months due to an injury or illness

Employee fails to return to work within five working days after being notified by certified mail of the recall

**Section 3.8 Superseniority**

For lay-off and recall, only applies to Stewards.

**Section 3.9 Monthly List Of New Employees To Be Provided To The Union**

A list of employees either hired or re called shall be provided to the President of Local 436 the 1st day of the following month.

**Section 3.10 Seniority List**

CMSD shall create a list with each employee’s District and Classification seniority, salary, and job site. The list is to be provided to Local 436 by April 30th and both shall meet to review the list which thereafter will be made available to all employees. The list will be modified periodically to reflect new hires/recalled employees.

Should two employees have identical seniority; the employee with the lowest last four digits of their social security number will be most senior.

**Article 4 Rights of Management**

Unless otherwise specified in the agreement, CMSD has the right and responsibility to:

Determine matters of inherent managerial policy such as functions and programs of the school district, budget, standards of service, utilization of technology and organization structure.

Direct, supervise, evaluate or hire employees

Maintain and improve the efficiency and effectiveness of governmental operations

Determine how governmental operations are to be conducted

Suspend, discipline, demote or discharge for just cause or layoff, transfer, assign, schedule, promote or retain employees.

Determine the adequacy of the work force

Determine the mission of the school district & take actions to carry out the mission

Manage the work force

Said duties are not to be subject to the collective bargain agreement unless CMSD’s actions within the above duties affect the wages, hours, or other conditions of employment of the member employees.

**Article 5 Working Conditions**

**Section 5.0 District To Make Every Effort To Confer**

CMSD will make every effort to discuss with the union any new policies that may affect the union’s covered employees.

**Section 5.1 Labor-Management Co-Operation Workshops**

CMSD and union representatives (no more than 5) will meet monthly to discuss current labor-management issues.

**Section 5.2 No Duty Contrary To Law**

No employee shall be required to perform any duty that is in violation of any federal, state, or local law, rule, or ordinance.

**Section 5.3 No Hazardous Or Abnormally Strenuous Activity**

No employee is to perform any duties that he cannot reasonably be expected to be able to perform.

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

**Section 5.4.1 Third Shift Patrols**

No employee shall be dispatched on a route alone during third shift.

**Section 5.4.2 Weekend, Holiday and Second Shift Patrols**

No employee shall ride alone unless at least one other Mobile Patrol employee is working in Cleveland

**Section 5.5 Placement in Vehicle**

Only Mobile Patrol Force personnel that are commission as armed officers and have met the minimum standards for armed police officers can be placed in a vehicle.

Absent special circumstances, a CMSD vehicle must be a clearly marked mobile patrol vehicle equipped with emergency sirens and vehicle light bars.

**Section 5.6 No Required Investigation into Premises after Building Closure without Armed Officer**

No employee is to enter or secure a closed CMSD building without at least one other Safety & Security District employees or unless accompanied by the Cleveland Police Department.

**Section 5.7 Safety Committee**

A committee made up of local 436 members and the Chief of Safety and Security or his designees will meet to determine the health and safety conditions of CMSD property.

Items designated as improper shall be corrected as soon as possible. Serious conditions will be corrected immediately.

**Section 5.8 Patrolling Restrooms**

Patrols should be done by an officer of the same sex as the marked restroom except in a case of an emergency.

**Section 5.9 Adult Restrooms To Be Available**

Adult bathrooms shall be made available to all employees.

**Section 5.10 Telephones To Be Available**

All employees shall have use of CMSD telephones for district business and emergency use.

**Section 5.11 All Directives To Be Provided**

All directives pertaining to employees will be maintained in the Division of Safety & Security and made available upon request.

**Section 5.12 No Obligation To Supervise Student, Unless Security Or Student Directly Assigned**

Only security personnel and those who have students directly assigned to their supervision shall be expected to advise, discipline or supervise any student.

**Section 5.13 Protection Against Verbal and Physical Assault**

Any employee who experiences verbal abuse or threat of physical assault shall file an incident report with Safety & Security and report the incident to their supervisor or to the Chief of Safety & Security should the alleged abuser be the employee’s supervisor.

CMSD will take steps to eliminate the abuse/threat. An employee will not be required to remain on an assignment unless the treat is eliminated.

**Section 5.14 Bullet Proof Vests**

CMSD will provide bullet proof vests which will be replaced as needed.

**Section 5.15 District To Provide Motor Vehicle For District Owned Vehicles**

CMSD will provide liability insurance for all district vehicles in the amount of:

 Bodily injury liability - $100,000 per person/$500, 00 per occurrence

 Property damage liability - $10,000 for each occurrence

**Section 5.16 Adjustment Of Work Load To Be Address Through Grievance Procedure**

An employee can file a grievance if he or she feels the work load is not fairly distributed.

**Section 5.17 District Issued Uniforms & Equipment**

CMSD will provide all new hires uniforms, provided funds are available, which will be distributed once the employee completes his/her probationary period. CMSD will not discipline an employee for failure to maintain the uniform as long as the employee has not negligently damaged the uniform.

CMSD will issue ammunition and handcuffs to all CMSD Mobile Deputies and resource officers.

CMSD will provide CMSD Mobile Deputies with SAP batons and/or OC spray if approved by the board.

Only ammunition, handcuffs, SAP batons and/or OC spray issued by CMSD may be carried or used. Use of outside devices may result in discipline.

Once the employee leaves employment with CMSD, all CMSD supplied uniform and equipment must be returned or the employee’s last paycheck will be held until the items are returned.

**Section 5.18 Meal Time**

Employees who are required to be on duty for eight straight clock hours shall be entitled to a total of twenty minutes meal time within the middle four hours. Employees not on continuous duty receive one half hour lunch period and can leave the building/job site during this period.

**Section 5.19 Certain Safety And Security Personnel**

Employees required to remain at or within a building for their entire shift, or are assigned patrol/response type duties, shall have their lunch period within the middle 3 hours of their assigned shift.

**Section 5.20 Only Designated Superior To Change Employee’s Duties Unless An Emergency**

Employee’s duties can only be changed by his or her supervisor except in emergency situations.

**Section 5.21 Personal Vehicles – Safety And Security Personnel**

Employees cannot be required to use their own vehicles to perform their duties.

**Section 5.22 Training – Safety and Security Personnel**

Training will be provided periodically during the school year at one or more of the scheduled inservices. One member employee from each classification shall be a member of the training committee, which will meet twice per year.

**Section 5.23 Payment of Bonds and Commissions**

CMSD shall pay for private police commissions and surety bonds for school resource officers.

CMSD shall pay for private police commission for CMSD Mobile Deputies and/or Mobile Police Force if required by law.

Upon separation, the employee must return the private police commission to CMSD

**Section 5.24 Standard Operating Procedures**

Division of Safety and Security shall issue standard operating procedures regarding the general daily duties of security officers and the union shall have input in these procedures.

CMSD will not issue standard operating procedures concerning off duty conduct unless related to CMSD uniforms, supplied weapons and equipment or other policy directly related to shift work. Such procedures will be discussed with the Union.

**Section 5.25 Personal Information**

Under the new pay records system, employee pay records shall be in electronic format. Employees shall have access to a working computer at his/her assigned building to view/print his pay records. Direct deposit or a pay card system must be used.

Until the new system is put into effect, employees will receive their paychecks individually in a sealed envelope which includes their sick, vacation and over time earned for the pay period. Permit earnings will be paid in the current pay period but not to exceed two pay periods.

**Section 5.26 Armed Safety & Security Personnel**

The only Safety & Security employees required to carry a firearm are School Resource Officers or Mobile Patrol Force commissioned to carry a firearm by an authorized police commission issuing agency and CMSD Mobile Deputies commissioned as a peace officer by the State of Ohio.

**Section 5.27 Bike Patrol – CMSD Mobile Deputies**

CMSD Deputies or Mobile Patrol Force assigned to bike control will be provided bikes, helmets, body armor and radios by CMSD. Bike Patrol officers must patrol in pairs. All best efforts will be made to certify officers in patrol training prior to being assigned to the Bike Patrol Unit.

**Section 5.28 Dispatchers – Facilities Central Command Center Training**

CMSD will provide dispatchers with the necessary training. Dispatchers will monitor and operate the Facilities Central Command Center equipment under the direction of the Facilities Managers and the Chief of Safety & Security or their designees.

**Section 5.29 Individual Building Closures due to Emergency**

Should CMSD close a building due to an emergency, CMSD may reassign those officers to another building, in which case CMSD will pay for transportation, or keep the officer at their assigned work site.

**Section 5.30 Limitations on Non-Bargaining unit members Doing Bargaining Unit Work**

Supervisors and non-bargaining unit members shall not perform unit work except:

 There are unforeseen emergencies

Bargaining unit members have first been asked to perform the work but are unavailable

The safety/security of a parent, student, employee, or bystander may be in jeopardy.

**Article 6 Job Protection – No Subcontracting**

No work shall be subcontracted if active employees or employees on a re call list are willing to do the work and can do so without any additional training and within a reasonable period of time.

If the employees cannot perform the work within a reasonable amount of time, the work can be subcontracted as long as all employees on the re call list are returned to work.

CMSD cannot subcontract work that would result in a lay off for the member employees and cannot subcontract services to fill vacancies or newly created positions within the union’s jurisdiction.

Should subcontracting be required, changes can then be made to the subcontracting clause as long as CMSD requests a meeting with the Union, which is to be held within 15 days, and both parties agree to the changes. Any agreed upon changes will be limited to a specific job or project which is 30 days or longer.

CMSD has the right to continue the subcontracting in effect at CMSD’s bus depots for the duration of this agreement.

**Article 7 Seniority And Job Bidding**

**Section 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 an employee bids for another position.

**7.0.2 Posting School Year Vacancies**

CMSD shall post the vacancy electronically on CMSD’s website and shall post the notice within 10 working days which describes the position, lists the rate of pay and location of the position.

**7.0.3 Vacancies during School Year**

Vacancies shall be filled through position posting and job bidding through electronic applications.

**7.0.4 Posting Summer Vacancies**

Such vacancies shall be posted on CMSD’s website.

**7.0.5 Applications**

May be made electronically through CMSD’s website.

**Section 7.1 Safety And Security Vacancies And Promotions**