

CLEVELAND METROPOLITAN SCHOOL DISTRICT BOARD OF EDUCATION

AND

TEAMSTERS LOCAL UNION NO. 436A/W  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS 436

COLLECTIVE BARGAINING AGREEMENT  
2013-16

## TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE .....	1
ARTICLE 1 RECOGNITION AND COVERAGE .....	1
1.0. Exclusive Bargaining Representative .....	1
1.1. Classified And Coded Printout of Bargaining Unit – Employee Information .....	2
1.2. New Job Classification .....	2
ARTICLE 2 UNION SECURITY .....	3
2.0. Dues and Fees .....	3
2.1. Amount of Dues .....	3
2.2. Fair Share Service Fees .....	3
2.3. Objection to Fee Amounts .....	4
2.4. New Employee Information .....	4
2.5. D.R.I.V.E. ....	4
2.6. Timing of Deductions .....	5
2.7. Indemnification .....	5
2.8. Dues Deduction .....	5
ARTICLE 3 RIGHTS OF THE UNION .....	5
3.0. Right To Inspect And Audit The District’s Books. ....	5
3.1. Union Steward/Officer Release Time While on Duty .....	6
3.2. Leave For Conducting Union Business. ....	6
3.3. Use Of District Facilities .....	7
3.4. Use of Mails.....	7
3.4.1. Use of District Computers.....	7
3.5. Use Of Bulletin Boards.....	7
3.6. Participation On School Closing Committee.....	7
3.7. Seniority.....	7
3.7.1 Seniority Defined .....	7
3.7.2 Seniority Broken.....	8
3.8. Superseniority .....	8
3.9. Monthly List Of New Employees To Be Provided To The Union.....	8
3.10. Seniority List .....	8

ARTICLE 4	RIGHTS OF MANAGEMENT.....	9
ARTICLE 5	WORKING CONDITIONS .....	10
5.0.	District To Make Every Effort To Confer .....	10
5.1.	Labor-Management Co-Operation Workshops .....	10
5.2.	No Duty Contrary To Law.....	10
5.3.	No Hazardous Or Abnormally Strenuous Activity.....	10
5.4.	No Required Patrolling in Cars Alone on Third Shift, Weekends, Holidays and Second Shift .....	10
5.4.1.	Third Shift Patrols .....	11
5.4.2.	Weekend, Holiday and Second Shift Patrols.....	11
5.5.	Placement in Vehicle .....	11
5.6.	No Required Investigation into Premises after Building Closure without Armed Officer.....	11
5.7.	Safety Committee .....	11
5.8.	Patrolling Restrooms .....	12
5.9.	Adult Restrooms To Be Available.....	12
5.10.	Telephones To Be Available .....	12
5.11.	All Directives To Be Provided .....	12
5.12.	No Obligation To Supervise Student, Unless Security Or Student Directly Assigned .....	12
5.13.	Protection Against Verbal abuse And Physical Assault .....	12
5.14.	Bullet Proof Vests.....	13
5.15.	District To Provide Motor Vehicle Insurance For District Owned Vehicles .....	13
5.16.	Adjustment Of Work Load To Be Addressed Through Grievance Procedure .....	13
5.17.	District Issued Uniforms & Equipment .....	13
5.18.	Meal Time.....	14
5.19.	Certain Safety And Security Personnel .....	15
5.20.	Only Designated Superior To Change Employee's Duties Unless An Emergency .....	15
5.21.	Personal Vehicles – Safety And Security Personnel .....	15
5.22.	Training – Safety and Security Personnel .....	15
5.23.	Payment Of Bonds And Commissions .....	15
5.24.	Standard Operating Procedures .....	16

5.25.	Personal Information .....	16
5.26.	Armed Safety & Security Personnel.....	17
5.27.	Bike Patrol – Cleveland Metropolitan School District Mobile Deputies .....	17
5.28.	Dispatchers – Facilities Central Command Center Training .....	17
5.29.	Individual Building Closures due to Emergency.....	17
5.30	Limitations on Non-Bargaining unit members Doing Bargaining Unit Work .....	18
ARTICLE 6	JOB PROTECTION – NO SUBCONTRACTING.....	18
ARTICLE 7	SENIORITY AND JOB BIDDING .....	19
7.0.	Vacancies .....	19
7.0.1.	Vacancy Defined .....	19
7.0.2.	Posting School Year Vacancies.....	19
7.03	Vacancies during School Year .....	19
7.0.4.	Posting Summer Vacancies .....	19
7.0.5.	Applications.....	19
7.1	Safety And Security Vacancies And Promotions .....	20
7.1.1	Filling Of Vacancies.....	20
7.1.2.	Safety & Security Preferential Lists .....	20
7.1.3.	Promotions.....	22
7.1.4	Evaluations .....	23
7.2.	Layoffs, Bumping Rights, Recalls.....	26
7.2.1.	Layoffs.....	26
7.2.2.	Notice of Layoffs.....	26
7.2.3.	Order of Layoffs.....	26
7.2.4.	Bumping Rights.....	27
7.2.5.	Recall List.....	27
7.2.6.	Filling of Vacancies from the Recall List .....	28
7.3.	Work Site Seniority For Purposes Of Job Bidding And Overtime.....	31
7.4.	Probationary Employees .....	31
7.4.1.	Probationary Period.....	31
7.4.2.	Evaluations .....	32
7.4.3.	Transfer Or Termination Of Probationary Employees.....	32
7.5.	Earning Of Service Credit .....	32

7.6.	Reopening Closed Building .....	32
ARTICLE 8	HOURS, INSPECTIONS, AND OVERTIME COMPENSATION .....	32
8.0.	Hours .....	32
8.0.1.	Regular Work Week for Safety & Security Personnel .....	32
8.0.2	Beginning and Ending of Normal Work Day for Safety and Security Personnel .....	33
8.0.3.	Start-Time Selection Based on Seniority and Preference .....	34
8.0.3.1.	Adjustment and Start Times .....	35
8.0.3.2.	Security Officer Building Assignment (Allocation) .....	35
8.0.4.	Temporary Rescheduling Without Employee's Consent .....	36
8.0.5.	Holiday Shift Assignment – Security Dispatchers Only .....	36
8.0.6.	Summer Work for 10 month employees .....	36
8.0.7.	No Rescheduling Of Work Day To Compensate For Reporting Early .....	37
8.0.8.	Work Week Begins After Scheduled Days Off .....	37
8.1.	Overtime .....	37
8.1.1.	General Provisions .....	37
8.1.2	Hours Worked Beyond The Employee's Normal Work Week .....	37
8.1.3.	Hours Worked Beyond The Regular Work Day .....	38
8.1.4.	Hours Worked Saturday, Sunday or Holiday Shift .....	38
8.2.	Hours Included in Computing Overtime .....	38
8.3.	Longevity Increments Included in Gross Hourly Rate .....	38
8.4.	Distribution of Overtime .....	38
8.5.	Safety And Security Personnel .....	39
8.6.	No Mandatory Overtime, Except In Emergencies .....	39
8.7.	Minimum Pay When Required To Report Back To Work .....	39
8.8.	Two Hour Minimum Pay Where Attend Court Or Meet With Prosecutor .....	39
8.9	Permits .....	40
8.9.1	General Provisions .....	40
8.9.2.	Permit Compensation .....	40
ARTICLE 9	SALARY SCHEDULE AND INCREMENTS .....	41
9.01	Year 1 .....	41
9.02	Year 2 .....	42

9.03	Year 3.....	42
ARTICLE 10	LEGAL AND DECLARED HOLIDAYS .....	42
10.1.	Paid Holidays.....	42
10.2.	Veterans Day .....	42
10.3.	Eligibility for Holiday Pay.....	43
10.4.	Certain Holidays Occurring on Saturday or Sunday .....	43
10.5.	Monday or Friday Preceding or Following Certain Holiday.....	43
10.6.	Good Friday .....	43
ARTICLE 11	VACATIONS .....	44
11.0.	Scheduling of Vacations .....	44
11.1.	Length of Vacations.....	44
11.2.	Vacation Accumulated Monthly.....	44
11.2.1.	Twelve (12) Month Bargaining Unit Members.....	44
11.2.2.	Ten (10) Month Employees.....	44
11.2.3.	Vacation Accrual Even If Work Less Than Full Day .....	45
11.2.4.	Accrual Of Vacation For Partial Months Worked.....	45
11.3.	Determination At End Of Annual Accumulation Period.....	46
11.4.	July 1 Beginning Of Annual Accumulation Period.....	46
11.5.	Carryover Of Vacation .....	46
11.6.	No Accrual Of Vacation While Not In Pay Status .....	46
11.7.	Payment Of Vacation On Regularly Scheduled Pay Dates .....	46
11.8.	Holidays Within Vacation Period Not Counted As Vacation .....	46
11.9.	No Accrual Of Vacation For Supplemental Assignments .....	46
11.10.	Vacation Upon Resignation, Discharge or Death.....	46
11.11.	Increased Allowable Vacation Upon Retirement .....	47
11.12.	Scheduling of Vacations .....	47
ARTICLE 12	LEAVES, JURY DUTY, IN-SERVICE, LONGEVITY AND SEVERANCE PAY .....	47
12.0.	Sick Leave .....	47
12.0.1.	Maximum Accrual of Fifteen Days Per Year.....	47
12.0.2.	Unlimited Accrual Of Days Cumulatively.....	47
12.0.3.	Use Of Sick Leave.....	47
12.0.4.	Sick Leave For Funeral Attendance .....	48

12.0.5.	No Falsification Of Written Justifications.....	48
12.0.6.	Advancement of Sick Leave.....	48
12.0.7.	Sick Leave Donation .....	48
12.0.8.	Accumulation Of Sick Leave By Part-Time Employees.....	49
12.0.9.	Leave Not Available To Certain Employees.....	50
12.0.10.	Sick Leave For Certain Days in 1983 and 1984.....	50
12.0.11.	Special Privilege Leave .....	50
12.2.	Assault Leave Policy .....	51
12.3	Jury Duty .....	53
12.4	Longevity Anniversary Increments .....	53
12.5	Longevity Frozen and/or Eliminated .....	54
12.6.	Severance Pay .....	54
12.6.1.	Severance Pay Based Upon Unused Sick Leave.....	54
12.6.2.	Spousal Benefit.....	54
12.6.3.	Calculation Of Severance Pay Based Upon Unused Sick Leave .....	54
12.6.4.	Advance Written Notice .....	55
12.6.5.	Notice Of Eligibility .....	55
12.6.6.	Severance Pay & Deferral Plan .....	55
12.7	FMLA Leave .....	59
ARTICLE 13	EMPLOYEE BENEFITS .....	60
13.0	General.....	60
13.0.1.	Working Spouse Insurance Coverage.....	61
13.1.	Medical Benefits .....	63
13.1.1	Medical Insurance .....	63
13.1.2.	Changes Effective September 1, 2010 .....	64
13.1.3.	Union's Right To Participate in Negotiating Committee With Kaiser.....	66
13.1.4.	Vision Care.....	66
13.1.5.	Dental Plan .....	66
13.2.	Life Insurance .....	67
13.3.	Mental Health, Drug Abuse And Alcoholism .....	67
13.4.	Durable Medical Equipment Benefit .....	67
13.5.	Health Insurance Opt-Out Option.....	67

13.6.	Shared Savings.....	68
13.7.	Section 125 Plan .....	68
13.8	Pathogen Control Plan .....	69
13.9	Union Review of Information and Enrollment Forms for Medical Insurance and Dental Plan Prior to Distribution.....	70
13.10	Health Care Subcommittee .....	70
13.11	Hospitalization/Health Care Labor Management Committee .....	71
13.12	Union Participation in Competitive Bidding .....	71
13.13	Continued Coverage .....	72
	13.13.1 Automatic Summer Coverage .....	72
	13.13.2 Inactive Payroll Status .....	72
13.14	Health Care Coverage Stability .....	73
13.15	Self-Insurance .....	73
13.16	Hard Audit .....	73
13.17	Life Insurance .....	74
ARTICLE 14	PENSION-STATE PUBLIC EMPLOYEE RETIREMENT SYSTEM.....	74
ARTICLE 15	INFORMATION AND NOTICES TO EMPLOYEES .....	74
15.0.	Personnel Files To Be Made Available .....	74
	15.0.1. Right To Review All Derogatory Material Before Inclusion Into File.....	74
	15.0.2. Right To Know And Receive Copy Of Anything In File .....	75
	15.0.3. Right To Examine File .....	75
	15.0.4. Right To Answer Any Charge.....	75
15.1	Improved Information On Pay Stubs .....	75
	15.1.1. Identification Coding.....	75
	15.1.2. Listing Fringe Benefit Costs .....	75
	15.1.3. New Payroll System .....	75
	15.1.4. Accurate Contact Information .....	76
15.2.	Employee Notification Of Garnishee Order .....	76
ARTICLE 16	DISCIPLINE .....	76



ARTICLE 17	GRIEVANCE PROCEDURE, ARBITRATION, NO STRIKE – NO LOCKOUT .....	78
17.1.	No Strike – No Lockout.....	78
ARTICLE 18	SPECIAL PROVISIONS FOR SECURITY EMPLOYEES, STATION WAGON DRIVERS AND GARAGE EMPLOYEES.....	86
18.0.	Security Officers’ Right To Request Other Work When Security Work Not Available.....	86
18.1	In-Charge Duties.....	86
18.1.1.	Building (Security Officer.....	86
18.1.2.	Cleveland Metropolitan School District Mobile Deputies, Investigative Counselor, Field (Security Officer .....	86
ARTICLE 19	TUITION-FREE EDUCATION .....	87
ARTICLE 20	EMPLOYEE DISCLOSURE REQUIREMENTS .....	87
20.1.	Disclosure of Criminal Violations .....	87
20.2.	Disclosure on Employment Application.....	89
20.3.	Disclosure of Arrest Warrants .....	89
20.4.	Pre-Employment Criminal Background Investigation .....	89
ARTICLE 21	DRUG TESTING POLICY.....	90
ARTICLE 22	ATTENDANCE POLICY.....	92
22.0	Application .....	92
22.0.1	Application .....	92
22.2.	Definitions .....	94
22.3	Absence Abuse Process .....	95
22.4	Absence Without Leave (Awol) Abuse Process.....	99
22.5	Tardiness Control Process .....	103
ARTICLE 23	RETURN TO WORK / TRANSITIONAL WORK PROGRAM.....	108
23.1.	General.....	108
23.2.	OPTION A – CLEVELAND METROPOLITAN SCHOOL DISTRICT WAGE CONTINUATION PROGRAM .....	109
23.2.1.	Eligibility Requirements and Benefits .....	109
23.2.2.	Holiday/Vacation Pay.....	110
23.2.3.	Employee Reporting Requirements .....	110
23.2.4.	Reinjury Provisions .....	110
23.2.5.	Options After Exhaustion of Wage Continuation.....	110

23.2.6. False Claims – District Right to Recoup Benefit Payments .....	111
23.2.7. Return to Work under Program .....	112
23.2.8. Unable to Return to Work Under Program – BWC Vocational Rehabilitation .....	112
23.2.9. Removal from the Program .....	112
23.2.10. Assault Leave.....	113
23.3. OPTION B – UNPAID WORKERS’ COMPENSATION LEAVE.....	113
23.3.1. Continuation of Benefits .....	113
23.3.2. Return to Work .....	113
23.4. CMSD Transitional Work Committee.....	114
ARTICLE 24 PART-TIME OFFICERS .....	114
ARTICLE 25 DURATION OF AGREEMENT .....	115
ARTICLE 26 MUTUAL RELEASES AND NO REPRISALS.....	116
ARTICLE 26 CAPTIONS AND PARAGRAPH HEADINGS .....	116
ARTICLE 27 SAVINGS CLAUSE .....	117
APPENDIX A Wage & Differential Schedule Safety & Security.....	118
APPENDIX B Longevity Anniversary Increments .....	122
APPENDIX C Teamsters Local Union No. 436.....	123
APPENDIX D Gang Task Force Officers .....	124
APPENDIX E Permit E1 to E2 .....	125
APPENDIX F Health Benefits F1 to F5 .....	126
APPENDIX G Cleveland Metropolitan Schools Return To Work/ Transitional Work Program .....	127
APPENDIX H School Resource Officer .....	132
APPENDIX I Charter School MOU L1 to L2.....	133
APPENDIX J Option Schools MOU M1 to M2.....	134
APPENDIX K Orientation.....	135

SAFETY & SECURITY  
AGREEMENT

between

Teamsters Local Union No. 436 a/w  
International Brotherhood of Teamsters 436

and

Board of Education for the Cleveland Metropolitan School District

PREAMBLE

THIS AGREEMENT has been made and entered into effective the 1<sup>st</sup> day of July, 2013, by and between the Board of Education of the Cleveland Metropolitan School District (hereinafter the "District") and Teamsters Local Union No. 436 a/w International Brotherhood of Teamsters 436 (hereinafter the "Union"). Reference to Administration shall include all Supervisors at all levels employed by the Cleveland Metropolitan Schools.

ARTICLE I

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. This Agreement is entered into to set forth in their entirety the full and complete understanding and agreements between the parties governing wages, hours, terms and other conditions of employment of bargaining unit members. 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, Gang Task Force, School Resource Officers, Flex Team Officer, Mobile Patrol

Officers and such other classifications in which the majority of employees request representation by Local 436. 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 two computer printouts 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 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 IBT 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 no later than September 1 of each school year.

2.2 Fair Share Service Fees. Each employee covered by this Agreement who is not a member of the Union, has not submitted a dues authorization card, or subsequently revokes his dues authorization card and who has been employed by the District for sixty (60) days or more shall as a condition of employment pay a fair share fee which shall not exceed the dues required to be paid by members of the Union who are in the bargaining unit covered by this Agreement;

provided, however, any employee who has been declared exempt for religious convictions by the State Employment Relations Board shall not be required to pay said fee. However, such employee shall pay, in lieu of such fee, on the same time schedule as Union dues are payable, an amount of money equal to such fee to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, mutually agreed upon by such employee and the Union Secretary-Treasurer. Such employee shall furnish to the Union Secretary-Treasurer written receipts evidencing payment to such agreed upon non-religious fund. The District shall deduct from the salary of employees the fair share fee as set forth in the Union dues schedule presented to the District by the Secretary-Treasurer of the Union, or his designee.

2.3. Objection to Fee Amounts. If any member of the bargaining unit from whom a fair share service fee is charged objects to the imposition of such fee either on the grounds that the amount charged is inaccurate or that the bargaining unit member is one against whom a service fee may not be assessed, this objection shall be raised with the Union and be subjected to the Union's internal rebate procedure.

2.4. 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.

2.5. D.R.I.V.E. The District shall deduct contributions from the wages of each employee in the amount the employee voluntarily authorizes in a written authorization form. The District shall remit contributions of each employee to D.R.I.V.E, by the 15th of the month following the month for which contributions were deducted, together with an accurate list of employees from whose wages said contributions were deducted and the amounts applicable to each employee. Employees who wish to have D.R.I.V.E deductions made must elect to do so by

July 1st of each year. The Union agrees to defray costs sufficient only to reimburse the District for expenses incurred by the District in making payroll deductions for contributions.

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

2.7. 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.

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

### ARTICLE 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 Steward/Officer Release Time While on Duty. The Union shall designate not more than seven (7) stewards 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. Stewards may receive and discuss complaints and grievances of employees on the premises of the District provided it does not interfere with the necessary operation of the District. Stewards may use a reasonable amount of time to perform steward duties. Before leaving the assignment, the Steward shall notify his/her supervisor of the need to leave, the estimated time he/she will be away from the assignment and receive approval from a supervisor before leaving the assignment. The approval of the supervisor will not be unreasonably denied. Employees who have a legitimate need for the services of their steward shall notify their supervisor. Stewards and employees who participate in grievance/discipline/termination/arbitration meetings or hearings shall not suffer loss of pay. The Union may conduct Union business other than membership meetings on District property during the hours of employment with advance notice to the 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 International Brotherhood of Teamsters, Teamsters Local Union No. 436, or any legitimate Labor Group to which Local 436 is affiliated. 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 Local 436 for Union meetings. The Union shall reimburse the District for the standard facility use charge.

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 Local 436 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, Local 436 will be given the opportunity to select a representative to serve on the committee and release time shall be granted if a meeting and/or school visit is scheduled during that employee's work day.

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. Classification seniority shall be defined as the uninterrupted length of service by an employee in a particular job classification as computed from the most recent date of entry into such job classification.

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 five (5) working days from the date that the employee receives a recall notice and/or fails to report to work within five (5) days after such notification by certified mail with return receipt to the employee's last known address as shown on the District's records.

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

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 President of Local 436 on the first of each month.

3.10. Seniority List. The District shall create a seniority list for Safety & Security Local 436 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. The seniority list shall be provided to Local 436 by April 30. 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.

5.1. Labor-Management Co-Operation Workshops. Representative(s) of the District and no more than five (5) 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.

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 Local 436 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 expected 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.

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

5.13. Protection Against Verbal abuse And Physical 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 Gang 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.

A. Uniforms: Subject to funding availability, the District shall provide all new hires with uniforms. Once a new hire successfully completes her/his probationary period, the District will provide the uniform. 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.

B. 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).

C. 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.

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. Any other person who wishes to change the duties of said employee shall accomplish this through the employee's superior, except in case of emergencies.

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. The District shall pay for private police commission for Cleveland Metropolitan School District Mobile Deputies, 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. The District shall pay for private police commission for Mobile Patrol Force, if such commission is required by law.

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.

5.25. Personal Information. The district is implementing a new pay system. Once implemented, 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. Until the new system is implemented, earnings statement shall be delivered individually in sealed envelopes and 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 training for all school years covered in this collective bargaining agreement.

5.28. Dispatchers – Facilities Central Command Center Training. As the District implements its Facilities Central Command Center, it 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, setting forth a description of the position, rate of pay, 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.

7.03 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 vacancy occurs during the summer months, a notice of such vacancy shall be posted on the District's website.

7.0.5. Applications. Applications for posted positions may be made electronically on the District's website.

## 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.

An employee may submit a preferential list at any time.

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, and except in the case of transformation schools. Vacancies in transformation schools will be filled by selection of the School Governance Council.

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.

Gang Task Force 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.

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 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 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. The District shall complete a mid-year evaluation no later than January 31, 2008, an annual evaluation no later than June 30, 2008 and yearly evaluations after that no later than June 30 of each year. The District may use an evaluation to determine whether one is qualified beginning February 2009 only if the District made a good faith effort to evaluate all bargaining unit members at least



twice for the 07-08 school year and one evaluation annually thereafter. 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

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between the Board of Education of the Cleveland Municipal School District (the "District") and the signatory unions (collectively referred to as the "Unions") to this Memorandum as follows:

1. As part of the 2013 negotiations for successor contracts between the District and Unions, the District made a number of proposals related to evaluations and how the evaluations are to be used in employment related matters.
2. 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.
3. 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.
  - d. The Evaluation Committee shall conclude its work with a final recommendation being issued no later than May 1, 2014. There shall be quarterly presentations to District and Union leadership regarding the Committee's progress, timelines and pending issues.
  - e. Upon recommendation by the Evaluation Committee, the evaluation system shall become effective July 1, 2014.
  - f. If the Evaluation Committee is unable to agree upon an evaluation system by May 1, 2014, the consultant(s) shall make a binding recommendation to the Board and Unions which shall become effective July 1, 2014.
4. 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.

5. 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. 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, 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.

1. Until the beginning of the 2015-2016, the current layoff, bumping and recall provisions shall remain in effect. 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 of 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. A probationary employee establishes seniority upon satisfactory completion of a probationary period, with the date of hire becoming the employee's seniority date.

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 Gang Task Force Officer shall have a normal work week from Monday through Friday of each week. The Investigative

Counselor, Security Officer, and Gang Task Force 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 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. Gang Task Force Officer (10 month): There shall be one shift for the ten (10) month Gang Task 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 9:00 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 choose 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 district 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 Local 436. 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 Local 436. This procedure shall occur only once per semester.

8.0.4. Temporary Rescheduling Without Employee's Consent. 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. 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 system. 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 Local 436. 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 Local 436 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.

8.1. 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 on an equal basis based upon seniority. 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.

## ARTICLE 9

### SALARY SCHEDULE AND INCREMENTS

9.01 Year 1. 3% base wage increase - the 3% increase will be calculated after vacation conversion

*In Charge Rates set forth in Appendix A shall be as follows:*

#### In-Charge Rate

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

- (a) Where there are four (4) or more Security Officers in the building, **\$1,200.00** per school year;
- (b) Where there are three (3) Security Officers in the building, **\$950.00** per school year;
- (c) *The corporal rate shall be \$100.00 higher than the applicable in charge rate.*

*The differentials shall be as follows:*

#### General Provisions Regarding Differentials – Applicable all S&S classifications.

- 1. An afternoon and nighttime shift increment of **\$.65** per hour shall be received by second shift (afternoon) and third shift (evening) employees.
- 2. A weekend increment of **\$.65** 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.

9.02 Year 2

- a. 0% base wage increase
- b. One time stipend based on implementation of the evaluation system agreed upon by the parties based upon 2013-2014 school year base wage.
  - i. \$25,000 and less, stipend value \$450.00
  - ii. \$25,001-\$59,999, stipend value \$650.00
  - iii. \$60,000 and above, stipend value \$950.00
- c. One-time stipend is not included in the base wage calculation
- d. Employees must be benefit eligible for the stipend.

9.03 Year 3

- a. 1% base wage increase

ARTICLE 10

LEGAL AND DECLARED HOLIDAYS

10.1. 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), Memorial Day (the last Monday in May), Independence Day (July 4), Labor Day (the first Monday in September), Veteran's Day (the eleventh of November) or Discoverer's Day, Thanksgiving Day (the fourth Thursday in November), and the following Friday (Thanksgiving Friday) and Christmas Day (December 25).

10.2. Veterans Day. Veteran's Day will be observed in years when it falls on Friday, Saturday, Sunday or Monday. In years when Veteran's Day falls on Tuesday, Wednesday or Thursday, the District will observe Discoverer's Day. In years when Veteran's Day is not officially observed by the District, bona fide veterans will have the opportunity to utilize a special privilege day to participate in Veteran's Day events.

10.3. 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.

10.4. 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.

10.5. 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.

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

10.7. 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.

10.8. 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.

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 on . If a ten-month employee is paid on an annual salary basis as of June 30, 2013, his/her vacation is currently incorporated into the annual salary. Effective July 1, 2013, vacation will be 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.

11.5. Carryover Of Vacation. Bargaining unit member shall be able to carryover from year to year unlimited vacation earnings. The District shall not unreasonably deny vacation requests from twelve (12) month bargaining unit members.

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 remainder of the school contract year. Unearned Sick Leave charged to an employee will at the end of the school year or at the termination of services, whichever occurs earlier, result in loss of pay.

12.0.7. Sick Leave Donation. 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 subparagraph 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 both the donor and 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 For Certain Days in 1983 and 1984. All bargaining unit members represented by the Union who reported to the District that they were sick on December 5, 1983, or on January 11 or 12, 1984, shall be paid for those days out of their accumulated sick leave pay.

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.
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 half or full day increments.

#### 12.2. 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.

### 12.3 Jury Duty.

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

12.3.2. Bargaining unit members must report at once to their immediate supervisors for duty if released prior to noon of the work day while on jury duty.

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

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

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

12.4. 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.

12.5 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.

12.6. Severance Pay.

12.6.1. 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.

12.6.2. 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.

12.6.3. 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.



12.6.4. 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.

12.6.5. 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.

12.6.6. 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 Local 436 guarantee any tax results associated with the 403(b) Plan or deferrals to a TSA or Section 457 Plan, or cash payments made to 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.

12.7 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.

## ARTICLE 13

### EMPLOYEE BENEFITS

13.0 General. For the purpose of this Section, regular employees entitled to employee benefits shall be defined as follows:

(a) Bargaining unit members having a regular assignment requiring a minimum of thirty (30) hours of work per week during the school year, excluding all student employees, community center employees, breakfast aides and lunchroom attendants. Also excluded are employees utilized on a substitute basis or for short term assignments such as summer employment. When an employee holds two (2) or more positions, the determination of regular status is based on each separate assignment and not on a combined basis.

(b) Bargaining unit members hired prior to December 31, 1996, who work between nineteen (19) and thirty (30) hours per week will be eligible for health insurance coverage (and are eligible for dental and vision care benefits) on the same terms as full-time employees.

(c) Bargaining unit members hired after January 1, 1997, who work nineteen (19) or more hours per week shall be eligible for Kaiser only single or family health insurance coverage.

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.

For any covered employee who is not a regular employee, the following rules shall apply with respect to medical insurance only:

Employees who work between 19 and 30 hours per week, may either enroll in Kaiser or may opt-out. If the employee enrolls, the employee shall be eligible for healthcare/prescription coverage on the same terms and conditions as full-time employees.

13.0.1. Working Spouse Insurance Coverage.

1. Effective July 1, 2013 and except as provided in Section 7 and 8 below, if employee bargaining unit member enrolls his/her spouse in the District's health insurance program 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 member shall pay a contribution of \$75.00 per month in addition to the employee monthly contribution for family coverage set forth in Section 2, below for a total of \$245.00.
2. Upon the spouse's enrollment in his/her employer's healthcare plan or retirement plan, that plan will provide primary coverage for the spouse and the District's plan will provide secondary coverage so long as the bargaining unit member is enrolled in the District's family coverage, and the amount set forth in sub-section 13.0.1.1 above shall not apply.
3. During the open enrollment period, every bargaining unit member who has family coverage which includes a spouse who participates in the District's group 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, effective not later than January 1, 2014.

4. Any bargaining unit member whose spouse becomes eligible for any employer/retirement plan sponsored group health insurance coverage after the open enrollment period shall notify the District within thirty (30) days.

5. If an employee 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 member shall be personally liable to the District for reimbursement of the costs of benefits and expenses. The bargaining unit member's spouse shall also be immediately terminated from the District's group health insurance. Any action taken pursuant to this section shall be subject to Articles 16 and 17.

6. Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer or retirement plan provider (unless the bargaining unit member enrolls the spouse in the District's plan and pays the \$75.00 monthly contribution as set forth above), as otherwise required by this section, shall be ineligible for benefits under the group healthcare/prescription insurance coverage sponsored by the District.

7. Any bargaining unit member 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. Medical Benefits.

#### 13.1.1. 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: Aetna, Kaiser Permanente HMO, or Medical Mutual SuperMed Plus. 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 June 30, 2010, unless as otherwise set forth in Appendix F. All pre-existing conditions will be covered unless currently restricted by HIPAA guidelines.

Employees who enroll in either single or family coverage will pay the following monthly employee contributions effective effective July 1, 2013: 7.9% of the COBRA rates capped at the rates set forth below; July 1, 2014 8.8% of the COBRA rates capped at the rates set forth below; July 1, 2015 10% of the COBRA rate capped at the rates set forth below.:

	<u>Single</u>	<u>Family</u>	<u>Working Spouse</u>
Aetna	75	170	245
Kaiser	75	170	245
MMO Super Med Plus	75	170	245

All employees contributions are made by payroll deduction.

B. Employees enrolled in the Medical Mutual SuperMed Plus plans will pay the following charges for services utilized outside of the plans' network as defined by that plan:

- 1.) Major medical deductible: \$250 single; \$500 family
- 2.) Twenty percent (20%) employee co-insurance for comprehensive major medical services. Forty percent (40%) employee co-insurance for major medical services.
- 3.) Out-of-pocket maximums: \$1,000 single, \$2,000 family for comprehensive major medical services and \$2,000 single, \$4,000 family for major medical services.

The lifetime maximum for each individual covered under Medical Mutual plans shall be \$2,500,000. For the plan years beginning on or after September 23, 2010, the lifetime maximum shall be eliminated. All employees who are not currently covered by the Medical Mutual program will be given an opportunity to enroll under that plan after they are informed of the contents of the coverage referred to in this paragraph.

13.1.2. Changes Effective September 1, 2010. Effective September 1, 2010, the following changes to substantive coverage shall be implemented:

1. 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)
2. Modification to Kaiser coverage only:
  - a. Modify existing generic/brand coverage from \$5/\$5 retail/mail to \$5/\$10 retail and \$5/\$10 mail for 90 day supply.
  - b. Increase Emergency Room copayment from \$20 to \$50.
  - c. Increase Urgent Care copayment from \$0 to \$25.

3. Modification of all healthcare providers coverages:

- a. Increase the co-payment to \$25 for specialist office visit.13.1.2. Prescription Drug Plan. The level of prescription drug benefits shall be the same as provided in the previous Collective Bargaining Agreement between the District and the Union. See Appendix F, which is incorporated herein as if restated for a description of the benefits.

13.1.3. Union's Right To Participate in Negotiating Committee With Kaiser.

When a committee is formed by the District for the purpose of meeting and negotiating with Kaiser in an attempt to reach agreement concerning providing extended prescription plan hours, emergency prescription service and out-of-town coverage, the Union shall elect a representative to serve on the committee and any meetings shall not be scheduled during the school day.

13.1.4. Vision Care. All employees will be covered by a vision care program administered through a provider mutually agreeable to the parties. The District will pay the full cost of this program. The level of vision care benefits shall be the same as provided in the previous Collective Bargaining Agreement between the District and the Union, provided that the Spectera benefits shall be described in correspondence from Spectera to the Unions and the District dated August 23, 2000. Appendix F contains a summary of the level of benefits for vision care.

13.1.5. Dental Plan. The level of dental benefits shall be the same as provided in the previous Collective Bargaining Agreement between the District and the Union. See Appendix F, which is incorporated herein as if restated for a description of the benefits. The dental changes shall become effective July 1, 2013.

13.2. Life Insurance. The District shall underwrite the cost of a Ten Thousand Dollar (\$10,000.00) Group Life insurance Policy for all regular employees. The District will also provide employees with the option of purchasing up to \$150,000 of life insurance through payroll deduction.

13.3. 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 except MMO SuperMed Plus.

Effective September 1, 2000, there shall be no life time maximum for mental health, drug abuse and alcohol treatment services under the MMO SuperMed Plus Plan. However, there shall be a maximum of thirty (30) days in-patient care per year, and a maximum of twenty (20) out-patient visits per year.

13.4. Durable Medical Equipment Benefit. Effective July 1, 2001, durable Medical Equipment benefits will be provided in accordance with the standard DME package of each carrier.

13.5. 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, the employee and family may immediately be eligible for coverage. If the employee declines coverage for the ensuing year, s/he shall receive two semi-annual payments of \$250.00. These payments will be made in April and October. If the employee elects to change his/her coverage from family coverage to single coverage (but would otherwise be eligible for continued family coverage) s/he will receive two semi-annual payments of \$125.00, payable in April and

October. Any employee who has opted-out and has any change in spousal coverage may be eligible to re-enroll within the current year of employment provided that the employee returns a pro rata share of the payments received pursuant to this section.

13.6. Shared Savings. An employee shall be eligible to receive a payment from the District equal to one-half (1/2) of up to \$500 in savings recovered by the District where the savings result from the identification by the employee of errors in his/her hospital/surgical/medical bills.

13.7. Section 125 Plan.

13.7.1 The District shall continue to provide a "Cafeteria Plan". The existing Plan shall remain in effect through December 31, 2010. Effective January 1, 2011, that Cafeteria Plan will be expanded to: (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 in paragraph C. below with respect to employee insurance premium payments as well as child care and dependent care expenses under applicable provisions of the Internal Revenue Code.

13.7.2 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.

13.7.3 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 (currently \$5000 per year), 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.

13.7.4 In addition, each bargaining unit member will be allowed to make a separate pre-tax "salary reduction" election up to a maximum amount of \$10,000, 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.

13.7.5 To comply with the requirement of IRC Section 125, the FSAs will each have a 2-1/2 month grace period during which amounts remaining in the FSAs at the end of each plan year can be expended for permissible benefits. However, at the end of the grace period, any remaining amounts will be forfeited.

13.7.6 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.

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

13.9. Union Review Of Information And Enrollment Forms For Medical Insurance and Dental Plan Prior To Distribution. All literature or enrollment forms concerning the implementation of the improved medical insurance and the dental plan, referred to in Sections 13.1.1 and 13.1.4 of this Article shall be reviewed by the representatives of the Unity Committee prior to being distributed to any of the employees.

13.10. 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 presidents of the five (5) largest unions representing District employees, each President to appoint one (1) member. 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 Presidents regarding (1) mandatory reenrollment; (2) opt-out options; (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 committee may want to consider; (4) conversion to a pharmacy benefit manager format; and (5) such other matters as the subcommittee may elect to explore.

The Subcommittee's first task shall be to determine the most efficient, accurate and cost effective method of completing benefit reenrollment for all of the District's employees. The Subcommittee will submit its report for the reenrollment process to be followed to the CEO and the Presidents of the five (5) largest unions representing District employees by February 1, 2001. If the CEO and each of the five (5) Union Presidents are unable to unanimously agree to the terms of the reenrollment, then the last best offer of the District and the Unions shall be submitted to an arbitrator for final, binding arbitration with the arbitrator selecting either the District's or the Unions' proposal. Implementation shall take place as soon as practicable.



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 primary officer of the affected Union.

Any recommended changes regarding this Article shall require the affirmative vote of (a) each and every one of the five (5) Union Presidents and (b) the Chief Executive Officer. If the parties agree upon such a change but dispute what, if any, future improvement should be made with the savings, if any, resulting from the change(s), the amount of the savings, the amount of the savings to be applied to future improvements or the projected costs of such future improvements, the majority of the unions or the CEO may determine to submit the matter to arbitration. All unions involved will present one (1) position and will select one (1) representative at such arbitration and twenty (20) days in advance will identify the issue or issues to be arbitrated on behalf of all unions.

The Union agrees that any savings realized from the modifications negotiated to this Article have been used to fund a part of the wage increase.

13.11. 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.

13.12. Union Participation in Competitive Bidding. The District may invite competitive bidding each year for additional health care plan providers to be offered as coverage options for its employees, and the District may select additional health-care plan providers as health care plan options for its employees. Union representatives shall participate in the selection process, such

carriers to provide the same basic level of benefits, monthly co-payments, deductibles and maximum out-of-pocket payment.

- 1) The Union will be notified when such bids are solicited and may provide the District with input as to the selection of additional providers. The District will notify the Union of the providers who are selected as additional provider options before the enrollment period each year.
- 2) The enrollment period will be the month of November.
- 3) Selected additional providers must provide coverage comparable to the basic coverage provided by the Kaiser Permanente HMO, and the other providers listed above shall not decrease their basic level of coverage during the term of this agreement.

13.13. Continued Coverage.

13.13.1. Automatic Summer Coverage. Both Healthcare/prescription drug and Group Life Insurance protection will be extended into the summer months for covered persons employed in positions which are normally school year active only. This includes personnel as defined in Section 548 of the Administrative Code.

This extended coverage will terminate effective September 1 should the employee fail to return to active payroll status at that time. Any payroll deductions being made for hospitalization and/or group life insurance will be effected on a monthly basis during the school year with a triple deduction being made in June to cover the summer months.

13.13.2. Inactive Payroll Status. Healthcare/prescription and life insurance coverage may be continued for any employee who becomes payroll inactive (such as resignation

or a leave of absence). Said coverage continuation will be pursuant to Article 20 or as indicated below:

- a. In order to continue health care/prescription drug insurance, the inactive employee will have to pay directly to the hospitalization agency the bill that will be received from them.
- b. In order to continue life insurance coverage, the inactive employee must contact the Insurance Company and arrange for direct billing within thirty-one (31) days from the last day of active payroll status.

13.14. Health Care Coverage Stability. With the concurrence of Local 436, the District may drop any health care provider during the term of this Agreement. If the District wishes to add any new providers, Local 436 will be involved in the bidding process and selection of providers.

13.15. Self-Insurance. The District may explore and implement self-insurance for any or all components of its health insurance program including medical, prescription, dental and vision, provided (a) the level of benefits and services set forth in this agreement or any extensions thereof and the respective Certificates of Coverage are equal to or better than those in effect on September 1, 2010; (b) the disruption analysis of the non-Kaiser network of providers and facilities is less than ten (10) percent; (c) the self-insurance network will include both the University Hospitals Health System Network and the Cleveland Clinic Health Systems Network; (d) all pre-existing conditions will be covered unless currently restricted by HIPAA. Local 436 will be involved in the development of the self-insurance program.

13.16. 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.

13.17 Life Insurance. The District shall underwrite the cost of a Ten Thousand Dollar (\$10,000.00) Group Life Insurance Policy for all regular employees. The District also will provide employees with the option of purchasing life insurance through payroll deduction up to the limits of the policies in effect, but not less than \$150,000.

#### 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 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 an 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. New Payroll System. The Cleveland School District is in the process of implementing a new payroll system. Items in the two paragraphs above will be made part of the new system.

15.1.4. 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 \_\_\_\_\_ 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

#### 17.1. No Strike – No Lockout.

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

17.7.2. 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.

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

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

- GRIEVANCE PROCEDURE

Grievances shall be resolved as follows:

STEP ONE:

If a dispute arises between the parties as to the meaning or interpretation or application of any provision of this Agreement or a claim or complaint based on an event which affects a term or condition of employment, an aggrieved employee and/or Union representative shall present a written grievance to the 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 not authority to compel a resolution.
7. If the parties cannot resolve the problem, the mediator may provide the parties in joint or separate session with an oral advisory opinion.
8. If the parties cannot resolve the grievance, they may proceed to arbitration according to the procedures in this Agreement.
9. Nothing said by the parties during a grievance mediation, nor any documents prepared for a mediation session can be used during arbitration proceedings.
10. The parties must agree to hold FMCS and FMCS Commissioners harmless for any claim or damages arising from the mediation process.
11. Expedited Grievance Procedure- In the event a bargaining unit member is suspended for ten (10) working days or less, the bargaining unit member may omit STEP 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 who are former security guards 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

20.1. 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.

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

20.3. Disclosure of Arrest Warrants. Employees knowledgeable of outstanding arrest warrants must notify the District of the warrant and resolve the warrant as expeditiously as

possible. An employee may use a vacation day or a restricted special privilege leave day to resolve the warrant; otherwise, an employee arrested on a warrant will not be allowed to return to pay status until submission of documentation that the warrant has been resolved.

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

Provided: This Section shall not apply to the above-described offenses for which a plea of guilty, or conviction was made prior to October 29, 1993, unless such plea or conviction was misrepresented on the employee application. Except as required on the employment application, employees shall not be required to disclose O.R.C. 3319.39 convictions or guilty pleas occurring between October 29, 1993 and June 19, 2002. However, such non-disclosure shall not insulate an employee from disciplinary action as set forth in Section I above, where such conviction or guilty plea has ultimately come to the attention of the District.

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

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

## ARTICLE 21

### DRUG TESTING POLICY

When there is a reasonable cause to believe that an individual employee is using illegal drugs or alcohol at work or is under the influence of drugs or alcohol at work, and/or pursuant to current District CDL Drug Testing regulations, such employee will be directed to report to the

District designated physician or medical clinic, on District time and expense, for a fitness for duty examination. This will involve appropriate testing, including possible urine or blood tests or breathalyzer exam as determined by the appropriate medical personnel. The circumstances supporting the allegation shall be reduced to writing, signed by two (2) referring supervisors 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, 436, 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).

#### 22.2. Definitions.

Absence Occurrence: any absence, including a single day or a combination that would total half of your regularly scheduled shift.

Excused absence: an absence that qualifies for (i) sick leave under Article ...; (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.

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 on the District's Employee Absence Forms. (ie-sick leave, vacation, special privilege, etc.)

22.3 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.

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

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 \_ (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 twelvemonth 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.

22.4 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.

### 22.5 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.

This Memorandum of Understanding is entered into between the Board of Education of the Cleveland Municipal School District (the "District") and the signatory unions (collectively referred to as the "Unions") to this Memorandum (District and Unions are collectively referred to as "Parties")as follows:

As part of the 2013 negotiations for successor contracts between the District and Unions, the District made a proposal related to attendance control that would make consistent the attendance control provisions across all of the non CTU bargaining units.

The District and Unions agreed that the development of the attendance control provisions may be best addressed by establishing an Attendance Control Committee composed of members appointed by the District and members appointed by the Unions.

Given this, the District and Unions have agreed to the following:

The District shall have the right to appoint up to five District Representatives to the Attendance Control 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.

Each signatory union shall have the right to appoint two representatives who shall be bargaining unit members or union staff to the Attendance Control Committee.

The Attendance Control Committee may mutually agree upon one or more outside consultants to help the parties develop the Attendance Control provisions. The District shall pay for the outside consultants.

The Attendance Control Committee shall mutually agree upon one mediator/arbitrator who shall assist the Parties in resolving any differences, and if any differences remain as of December 1, 2013, those differences shall be submitted to binding arbitration. The District shall pay one half of the mediator/arbitrator's fee, and the Unions shall pay the other half on a per capita basis (i.e. if 4 unions, then each union would pay one-quarter of their share of one half of the mediator/arbitrator's fee). If all the issues are not resolved among the Parties, then there shall be one arbitration regarding all unresolved issues, with the District paying one-half the fee, and the participating unions paying the remaining half on a per capita basis. The mediator/arbitrator shall decide upon one uniform attendance control policy which shall apply to all Parties.

The Attendance Control Committee shall conclude its work with a final recommendation being issued no later than January 1, 2014.

Upon recommendation by the Attendance Control Committee, or decision by the mediator/arbitrator, the attendance control program shall be incorporated into the then existing collective bargaining agreements as attached to this agreement .

4. The specific charge to the Attendance Control Committee is as follows:

The Attendance Control Committee shall develop an attendance control program that among other things defines unexcused absences, tardiness and AWOL.

The Committee will establish the basis upon which an employee will be placed in the attendance control program and how the employee can exit the program.

The Committee will establish progressive disciplinary action for employees who violate the attendance control program which shall culminate in termination

### ARTICLE 23

#### RETURN TO WORK / TRANSITIONAL WORK PROGRAM

23.1. 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.

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

23.2.1. 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.

23.2.2. 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.

23.2.3. 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.

23.2.4. 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.

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

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

When electing to utilize accumulated sick leave and other accrued leave, the employee will remain on payroll and will continue to receive all benefits, including insurance, but will not be eligible to receive compensation from the Bureau of Workers' Compensation. When electing to utilize unpaid Workers' Compensation leave the employee will go off payroll and will continue to receive health insurance. The employee may file to receive Workers' Compensation payments for which he/she may be eligible. The employee and the District retain their respective rights under the Workers' Compensation Act.

When the amount of time the employee has available under one alternative has been exhausted, he/she will be placed under the other alternative. If the employee does not elect an alternative, the employee will be placed on unpaid Workers' Compensation leave.



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.

23.2.6. 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.

23.2.7. 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).

23.2.8. 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.

23.2.9. 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.

23.2.10. 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.

### 23.3. OPTION B – UNPAID WORKERS’ COMPENSATION LEAVE

23.3.1. 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.

23.3.2. 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.

23.4. 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. Local 436 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

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

24.2 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..

24.3 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.

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

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

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

24.8 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.

24.9 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, 2013 through June 30, 2016. The parties shall begin negotiations on a successor agreement beginning April 15, 2016, or earlier, if the District begins negotiations with any other bargaining representative. 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, 2016, and no later than the first Monday in June, 2016. 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, including, without limitation of the generality of the foregoing, any claims or causes of action arising because employees were ill or otherwise not at work, on December 5, 1983, and January 11 and 12, 1984. The District also agrees that no discipline will be imposed or any reprisals of any kind taken because of any activity of any employees which may have arisen out of or be related to said collective bargaining negotiations.

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

## ARTICLE 26

### 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 27

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 by their respective presidents and attested by their respective authorized representatives.

CLEVELAND METROPOLITAN  
SCHOOL DISTRICT

By: ΣNR 1/17/14  
Eric Gordon Date  
Chief Executive Officer

TEAMSTERS LOCAL UNION NO. 436

By: Gary M. Tiboni 1/16/14  
Gary Tiboni Date  
President

By: John M. Fortesque 1-16-14  
John (Jack) Fortesque Date  
Secretary Treasurer

## APPENDIX A

### Wage & Differential Schedule Safety & Security

#### II. EFFECTIVE JULY 1, 2013 :

	<u>Minimum</u>	<u>Maximum</u>	<u>Annual Increment</u>	
<b>Security Officer</b>				
<b>10-month</b>	\$25,524.00	\$28,799.58		\$732.00
<b>12-month</b>	\$32,293.14	\$34,746.56		\$732.00
<b>Gang Task Force Officer</b>				
<b>10-month</b>	\$25,524.00	\$28,799.58		\$732.00
<b>12-month</b>	\$32,293.14	\$34,746.56		\$732.00
<b>Flex-Team Officer</b>				
<b>10-month</b>	\$25,524.00	\$28,799.58		\$732.00
<b>12-month</b>	\$32,293.14	\$34,746.56		\$732.00
<b>Investigator Counselor</b>				
<b>10-month</b>	\$32,450.19	\$39,691.19		\$732.00
<b>12-month</b>	\$41,305.02	\$47,446.79		\$732.00
<b>Dispatcher</b>				
<b>10-month</b>	\$29,106.27	\$30,522.63		
<b>12-month</b>	\$36,826.89			
<b>Mobile Patrol Officer</b>				
<b>12 – month</b>	\$32,887.90	\$35,009.70		\$732.00
<b>Mobile Deputy</b>	Probationary Period	Step 1	Step 2	Step 3
<b>12-month</b>	\$33,202.50	\$33,202.50	\$34,199.05	\$35,225.05
<b>School Resource Officer</b>	Hourly Rate \$23.53			

A Mobile Deputy will move to the next step on July 1 with the exception of the probationary period. After completion of the probationary period, the employee will move to the Step 1 rate. Annual increments based upon 12 month salaries. Ten month assignments are prorated.



## APPENDIX A

### Wage & Differential Schedule Safety & Security

#### II. EFFECTIVE JULY 1, 2014

		<u>Minimum</u>	<u>Maximum</u>	<u>Annual Increment</u>
650190	Dispatcher			
	10-month	\$28,480.48	\$29,866.38	
	12-month	\$36,035.11		
650290	Gang Task Force Officer			
	10-month	\$24,975.23	\$28,180.39	\$716.00
	12-month	\$31,598.83	\$33,999.51	\$716.00
630150	Investigator/Counselor			
	10-month	\$31,752.51	\$38,837.83	\$716.00
	12-month	\$40,416.95	\$46,426.68	\$716.00
650282	Mobile Patrol Officer			
	12-month	\$32,180.81	\$34,256.99	\$716.00
650290	Security Officer			
	10-month	\$25,218.30	\$31,057.25	\$716.00
	12-month	\$31,598.83	\$33,999.51	\$716.00
650292	Part-Time Security Officer	\$11.74	\$13.21	
650283	Mobile Deputy			
	Probationary	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
	<u>Period</u>			
	12-month	\$32,290.50	\$34,198.58	\$35,225.02
				\$36,281.80
		<u>Hourly Rate</u>		
650286	School Resource Officer	\$23.02		

A Mobile Deputy will move to the next step on July 1 with the exception of the probationary period. After completion of the probationary period, the employee will move to the Step 1 rate. Annual increments based upon 12 month salaries. Ten month assignments are prorated.

# APPENDIX A

## Wage & Differential Schedule Safety & Security

### II. EFFECTIVE JULY 1, 2015

		<u>Minimum</u>	<u>Maximum</u>	<u>Annual Increment</u>
650190	Dispatcher			
	10-month	\$28,765.28	\$30,165.04	
	12-month	\$36,395.46		
650290	Gang Task Force Officer			
	10-month	\$25,224.98	\$28,462.19	\$723.00
	12-month	\$31,914.82	\$34,339.51	\$723.00
630150	Investigator/Counselor			
	10-month	\$32,070.04	\$39,226.21	\$723.00
	12-month	\$40,821.12	\$46,890.95	\$723.00
650282	Mobile Patrol Officer			
	12-month	\$32,502.61	\$34,599.56	\$723.00
650290	Security Officer			
	10-month	\$25,470.48	\$31,367.82	\$723.00
	12-month	\$31,914.82	\$34,339.51	\$723.00
650292	Part-Time Security Officer	\$11.86	\$13.34	
650283	Mobile Deputy			
		<u>Probationary Period</u>	<u>Step 1</u>	<u>Step 2</u>
	12-month	\$32,613.41	\$34,540.57	\$35,577.27
				\$36,644.62
		<u>Hourly Rate</u>		
650286	School Resource Officer	\$23.25		

A Mobile Deputy will move to the next step on July 1 with the exception of the probationary period. After completion of the probationary period, the employee will move to the Step 1 rate. Annual increments based upon 12 month salaries. Ten month assignments are prorated.

#### In- Charge Rate

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

Where there are four (4) or more Security Officers in the building, \$1200 per school year;

Where there are three (3) Security Officers in the building, \$950.00 per school year;

- (c) The corporal rate shall be \$100.00 higher than the applicable in charge rate.

#### General Provisions Regarding Differentials – Applicable all S&S classifications.

4. An afternoon and nighttime shift increment of \$.65 per hour shall be received by second shift (afternoon) and third shift (evening) employees.
5. A weekend increment of \$.65 per hour shall be paid for all hours worked between Friday midnight and Sunday midnight.
6. No employee is to receive both an afternoon or night shift differential and a weekend differential, i.e. no pyramiding will be permitted.

The current wage rates are as follows:

Cleveland Metropolitan

APPENDIX B  
Longevity Anniversary Increments

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

APPENDIX C

TEAMSTERS LOCAL UNION NO. 436

Gary Tiboni  
President

Jack Portesque  
Secretary-Treasurer

Chris Payone  
Vice-President

Mary Zart  
Recording Secretary

John Golish  
Trustee

Dennis Kashi  
Trustee

Fred Crow  
Trustee

UNION REPRESENTATIVE'S  
STATEMENT OF OFFICIAL BUSINESS

\_\_\_\_\_ WILL BE AWAY/WAS ON \_\_\_\_\_  
(Name) (Month, Date Year)

ATTENDING TO OFFICIAL BUSINESS ON BEHALF OF TEAMSTERS LOCAL  
UNION NO. 436 (describe official union business attended giving date/time):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THANK YOU FOR YOUR COOPERATION.

\_\_\_\_\_  
UNION REPRESENTATIVE'S SIGNATURE

\_\_\_\_\_  
WORKSITE SUPERVISOR NAME (PRINTED)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(TIME LEAVING)

\_\_\_\_\_  
(TIME RETURNING)

APPROVED: \_\_\_\_\_  
(CHIEF OF SAFETY AND SECURITY OR DESIGNEE)

## APPENDIX D

### Gang Task Force Officers

1. The District agrees that any current Local 436 member becoming a Gang Task Force Officer after March 1, 1996 shall not receive a decrease in pay and will continue at their then current rate and shall receive all additional rates to which Gang Task Force 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.
2. The District agrees that any new employee hired to fill a Gang Task Force 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 Gang Task Force 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 E  
Permit E1 to E2

APPENDIX F  
Health Benefits F1 to F5



## APPENDIX G

### 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 employee back to work, the focus should be on what the employee can do during recovery to accommodate the injury or disability. (One hundred percent recovery means the employee has regained his or her pre-injury physical capacity. MMI means the employee has recovered as much as possible.)

Managed returns to work options include job accommodation, temporary alternate or modified duty assignments, and transitional work. Positions identified for such assignments are not intended to replace vacant positions. Return to work positions are recognized as temporary, supplemental positions and are not considered to be regular bid jobs or to become regular bid jobs. Such positions within the LOCAL 436 bargaining units are intended for LOCAL 436 employees and not employees of any other bargaining unit unless specifically agreed to by the affected Union President(s) and Management.

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

**Temporary alternate duty assignments.** If job accommodations are not possible, another option is to place the disabled employee in temporary alternate duty assignments. In some cases, provisions shall be made to allow employees to temporarily perform work in a different job classification or even a different department. 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.

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

### **Coordinating with Treating Physician**

A Cleveland Metropolitan Schools preferred provider network and facility(s) will be selected 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 in an alternate work assignment shall be evaluated at least once a week and any appropriate modifications and upgrades shall be discussed with the program physician. A medical release from either the program or personal treating physician of an injured worker is required prior to returning an employee in an alternate work assignment to his/her original position.

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

### **Compensation**

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

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

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

### **Permanent Restrictions/Disability**

In the event that an employee cannot be returned to work due to permanent restrictions in their regular job or alternate position, 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.

## APPENDIX H

### School Resource Officer

The School Resource Officers shall receive the same options regarding health insurance, sick leave, special privilege leave and vacation leave as any other bargaining unit member employee. Since the position is a twenty-five (25) hour position the benefits will be calculated in the same manner as calculated for other part-time union employees in the District. The remaining portions of the contract apply to School Resource Officers with the exception that these employees shall not be eligible for consideration for permits.

## APPENDIX I

### Charter School MOU L1 to L2

## APPENDIX J

### Option Schools MOU M1 to M2



## APPENDIX K

### Orientation