

AGREEMENT

Laborers' International Union of North America, Local 860
Laborers & Transportation
and
Board of Education for the Cleveland Metropolitan School District-

PREAMBLE

THIS AGREEMENT has been made and entered into effective the 1st day of July, 2017, by and between the Board of Education of the Cleveland Metropolitan School District (hereinafter the "District") and the National Conference of Firemen and Oilers, Local No. 860, and their Officers, Agents and Members (hereinafter the "Union"). Reference to Administration shall include all Supervisors at all levels employed by the Cleveland Metropolitan Schools.

ARTICLE 1

RECOGNITION AND COVERAGE

1.0. Exclusive Bargaining Representative. The District recognizes the Union as the exclusive bargaining representative in all matters pertaining to salaries, fringe benefits, hours of work and all other conditions of employment, for all employees of the Cleveland Metropolitan School District classified as: Laborer (excluding Labor Foremen), Elevator Operator, Chief Mechanic, Garage Mechanic (Bodyman, Upholster, Automotive Glass Repairman, Mobile Radio Serviceman), Garage Mechanic In-Charge (Lead Mechanic), Garage Mechanic Helper (Bodyman Helper and Parts Counterman), Dispatcher, Telephone Aid, and such other classifications in which the majority of employees request representation by Local 860.

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

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

- f. Code by employment status.

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

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

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

ARTICLE 2 UNION SECURITY

2.0. Fair Share Fee. All employees who are covered by this Agreement who are not members of the Union, and who have been employed by the District for sixty (60) days or more shall as a condition of employment pay a fair share fee equal to the dues required to be paid by members of the Union. Said fair share fee shall be paid by payroll deduction as provided in this Article.

- a. The Union represents to the District that:
1. Where applicable, an internal advance fee reduction procedure has been established in accordance with Section 4117.09(C) of the Revised Code.
 2. Where applicable, a procedure challenging the amount of the fair share fee has been established and will be given to each bargaining unit employee who does not join the Union.

3. Such procedure and notice, where applicable, shall be in compliance with all relevant state and federal laws and the Constitutions of the United States and State of Ohio.
- b. Where applicable, annually, the Union shall provide the District, within thirty (30) days after communicating with fair share fee payers, if any, a copy of each communication, if any, the Union sends to fair share fee payers, if any, relating to the deduction of fair share fees, provided, however, that the Union may redact any information which sets forth amounts of moneys the Union spends in various categories, or other specific information not necessary to comply with constitutional requirements.

2.1. Fair Share Fee To The Union. Any employee covered by this Union Agreement who is hired after April 1, 1984 or who is employed less than sixty (60) days on April 1, 1984, who does not become a member of the Union by the sixty-first (61) day of their employment shall, as a condition of employment, pay a fair share fee to the Union equal to the dues required to be paid by members of the Union. Said fair share fee shall be paid by payroll deduction as provided in this Article.

2.2. Discharge For Failure to Pay Fair Share Fee To The Union. Employees covered by this Agreement who fail to comply with the requirements of Section 2.0 or 2.1 of this Article, as applicable, shall be discharged by the District within two (2) weeks after receipt by the District of written notice to the District from the Union of such failure to comply.

2.3. Checkoff and Remittance. The District shall deduct from the pay of each month of each member of the Union who has authorized such deductions any dues, initiation fees, and assessments the Union may adopt. Said deduction shall be taken as follows: ½ monthly dues from the first pay and ½ monthly dues from the second pay (for 12 month hourly/daily employees no more than 24 deductions; for 10 month hourly/daily employees no more than 20 deductions). The District shall deduct from each pay of each employee covered by this Agreement who is not a member of the Union a fair share fee equal to the amount of dues required to be paid by members of the Union. Said deduction shall be taken as follows: ½ monthly fair share fee from the first pay and ½ monthly fair share fee from the second pay (for 12 month hourly/daily employees no more than 24 deductions; for 10 month hourly/daily employees no more than 20 deductions). The District shall transmit to the Union through direct

deposit to a Union bank account specified by the Union President and Treasurer on or before the Monday after deductions are taken said deductions, along with an accounting as to the amount withheld from the pay of each employee; specifically identifying union members and those employees paying a fair share fee.

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

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

ARTICLE 3 RIGHTS OF THE UNION

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

3.1. Attendance At Stewards' Meetings Without Loss Of Pay. The Union shall designate not more than four (4) stewards and shall so notify the Deputy Chief of Business Operations. Upon request and approval by the Facilities Manager or higher, the Union may conduct stewards' meetings during hours of employment. Those stewards who are on duty at the time of the meeting shall be released by the Administration to attend without loss of pay.

3.2. Leave For Conducting Union Business. Leaves of Absence with pay may be authorized to any member elected or selected to serve as an Officer or Delegate of the International Brotherhood of Firemen and Oilers, the Council of Ohio School Unions, or any legitimate Labor Group to which Local 860 is affiliated. Requests for such authorized leave shall be made to the Facilities Manager (Laborers)/Transportation Manager (Mechanics), Deputy Chief of Human Resources.

3.3. Use Of District Facilities. The Union may conduct Union business other than membership meetings on the school property during the hours of employment. The conduct of such business shall not interfere with the operation of the Cleveland Metropolitan School

District, nor hinder any employee's scheduled work. Permits shall be issued to Local 860 for Union meetings.

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

3.4. Use of Mails. The Union shall have the authorization to use the school mails for matters pertaining to its members. No other employee organization may use the school mails to communicate with employees covered by this Agreement.

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

3.5. Use Of Bulletin Boards. The Union shall be permitted use of the 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. Full-Time Union President.

3.6.1. Right To Be Released From Duties. The President of the Union who is an employee of the School District will, at the request of the Union, be released from his or her duties in full.

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

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

3.7. Participation On School Closing Committee. If a formal school closing committee is formed, Local 860 will be given the opportunity to select a representative to serve on the committee and release time shall be granted if a meeting and/or school visit is scheduled during that employee's work day.

3.8. Superseniority. Superseniority for layoff and recall only shall apply for all Executive Board Officers (i.e. President, First Vice President, Second Vice President, Treasurer and Secretary).

3.9. Monthly List Of New Employees To Be Provided To The Union. A list of all employees covered by this Agreement, hired during the previous month, shall be furnished to the President of Local 860 on the first of each month.

3.10. Seniority List. The Laborer seniority list is attached hereto under Appendix C and contains an employee's District and classification seniority date(s) for each 860 Laborer actively employed and currently on layoff. The Transportation seniority list is attached hereto under Appendix D and contains an employee's District and classification seniority date(s) for each 860 transportation employee actively employed. These lists shall be used for Article 7 purposes. This list will be modified by agreement during the term of the contract to reflect new hires or recalled employees. Any modification to the addendums during the agreement may be challenged by individual 860 members within 10 (ten) days of the modification. Failure to challenge modifications to the Addendum within the 10 (ten) day period constitutes a waiver under Article 17.

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

Part A: General Provisions (Laborers/Transportation)

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 four (4) 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 (i.e. searching for a bomb, explosive or other life threatening device in a building. In such a situation, the Laborer shall contact his/her Custodian (if on duty) or his/her Facilities Manager and a transportation employee shall notify the Transportation Manager) or abnormally strenuous activity which he could not reasonably be expected to perform.

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

5.5. No Responsibility For Non-Performance Because Of Lack Of Proper Tools. No laborer shall be held responsible for the non-performance of any task that is left undone because of the lack of proper tools to perform the job.

5.6. Safety Committee. It is the policy of the District to provide safe and healthful working conditions for all employees. In furtherance thereof, a committee of members of Local 860 will meet as the need arises with the Facilities Manager and/or Labor Foreman on Facilities matters or the Transportation Manager on Transportation matters to determine safety and health conditions of District property. Those conditions or items deemed improper shall be corrected as soon as possible.

5.7. Adult Bathrooms To Be Available. Adult sanitary facilities shall be made available to all employees at all school facilities and transportation depot(s).

5.8. 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 Laborers shall be relayed to the office of custodial staff as soon as possible. All incoming calls to 860 transportation members shall be relayed through the transportation depot office as soon as possible.

5.9. All Directives To Be Posted. All directives pertaining to bargaining unit employees shall be posted electronically, and shall be maintained in a file which shall be made available to employees.

5.10. No Obligation To Supervise Student. No Laborer or 860 transportation member shall be asked to or be expected to advise, discipline or supervise any pupil.

5.11. 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, a Laborer shall report this matter to his/her Facilities Manager and a 860 transportation member shall report this matter to his/her Transportation Manager. 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.

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

5.13. 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.

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

5.15. 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.

5.16. 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 by his designated superior. 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.

5.17. Personal Vehicles – Facilities & Transportation. No vehicle shall be used without the Deputy Chief of Business Operations written approval. If an employee uses his/her own

vehicle to conduct District business, the employee shall be reimbursed for mileage at a rate no less than the prevailing mileage reimbursement rate set by the Internal Revenue Service. No Local 860 member shall be required to transport another person in their personal vehicle.

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

5.18.1. Direct Deposit of Payroll Check. All employees must use direct deposit. However, a bargaining unit member will have the option of using a District pay card system once such a system is operational.

Part B: Laborers Only

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

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

5.21. Foul Weather Gear. Foul weather gear (raincoats and boots) will be made available to athletic field employees for use during inclement weather.

5.22. Athletic Field Laborer In Charge And Building/Field Laborer.

- a. Athletic Field Laborers In Charge shall fill out a written daily report. Building/Field Laborers shall not be required to fill out written daily reports unless they are serving as an Athletic Field Laborer In Charge.
- b. Athletic Field Laborers In Charge remaining at the athletic fields shall continue to be responsible to, and be supervised directly by, the Facilities Manager or Deputy Chief of Business Operations. The Athletic Field Laborers In Charge are responsible for the upkeep and maintenance of the operational athletic fields and surrounding ground, including all walkways on school property up to the steps. Custodians are responsible for the maintenance and upkeep of the school buildings and the steps leading directly into the schools. The parties agree that athletic field laborers in charge shall follow these procedures:

- (i) The Custodian SHALL NOT interfere with the operation of the athletic field. The Athletic Field Laborer In Charge is responsible for maintaining the athletic field and adjacent grounds at the site.
- (ii) Athletic Field Laborers In Charge shall sign in at the Custodian's office upon arrival and sign out before leaving the grounds for the day unless there is a permit activity outside the Custodian's duty hours.
- (iii) The Athletic Field Laborer In Charge shall enter all time worked on his payroll; the Custodian will countersign the payroll and all other documents before they are sent to the Building Operations Office. The Athletic Field Laborer In Charge shall retain the original copy of the payroll, and they shall make available, for informational purposes only, a copy to the Custodian. This same procedure applies, for informational purposes only, to field permits, daily time statements, daily operating statements for any activities outside the Custodian's regular duty hours, warehouse requisitions, repair requisitions, vacation requests, and special privilege leave requests.
- (iv) Except for a ½ hour lunch period, Athletic Field Laborers In Charge shall not leave the site without the approval of Building Operations Office and notice to the Custodian. The lunch period shall begin after the Athletic Field Laborer In Charge has worked four (4) hours.
- (v) The parties agree that the athletic fields are the primary assignment for the Athletic Field Laborers In Charge. During the season(s) where the District's athletic fields are in use, Athletic Field Laborer In Charge may be reassigned to another site only if there is an emergency condition at another facility and there is a need for their services. Such reassignment must first be authorized by the Building Operations Office.
- (vi) During the off seasons where the District's athletic fields are not in use, an Athletic Field Laborer In Charge may be reassigned to another building as determined and approved by the Building Operations Office.

Except as indicated above, the Custodians shall have no authority to plan, organize, monitor, or control the activities of Athletic Field Laborers In Charge, or assign, direct, evaluate, or discipline Athletic Field Laborers In Charge.

- a. An Athletic Field Laborer In Charge shall be paid at the Laborer V rate.
- b. The new job classification of building/field laborer is established. All building/field laborers shall be paid at Laborer IV rate unless working as an Athletic Field Laborer In Charge.
- c. At least one (1) Athletic Field Laborer In Charge or building/field laborer position shall be located at each school during the season(s) where there is an operational athletic field.
 - (i) Such positions shall be established immediately at John Marshall High School, and such positions shall be established at the other schools as soon as a building/field laborer position becomes vacant at such school.
- d. Building/field laborers working at a school that is contiguous with an athletic field shall be assigned to all field work that, after notice to and approval by the Building Operations Office, is performed by the Athletic Field Laborer In Charge.
 - (i) Where the building/field laborer is at a location not contiguous with the athletic field, then the building/field laborer shall be entitled to work all additional field work when practicable, provided that such building/field laborer cannot start working on an athletic field any earlier than the end of their normal scheduled shift and until they reach the work site, in which case the work can be performed by a laborer already assigned to the school contiguous to the athletic field until the end of the normal scheduled shift.
 - (ii) Building field/laborers shall be entitled to work all permits that occur on the weekends from the athletic field where they were originally transferred, provided that such building/field laborer shall not go on the permit until they reach the work site. If such building/field laborer is not available to perform such permit work, then it will be performed by other building/field laborers on a rotating basis.
 - (iii) If no such building/field laborer is available to perform such permit work, then it can be performed by another laborer.
 - (iv) Any laborer who performs field work authorized by the Building Operations Office shall be paid at the Athletic Field Laborer In Charge rate (Laborer V rate) for the time actually worked in the field for the duration of the

assignment. Where two laborers are assigned to work the same athletic field, the most senior laborer assigned will receive the Athletic Field Laborer In Charge rate (Laborer V rate) and the second laborer will receive the Laborer IV rate. Where a building field laborer is already assigned to an athletic field and the District assigns an additional laborer to assist with the athletic field, the building/field laborer will receive the Athletic Field Laborer In Charge rate (Laborer V rate) and the laborer will receive the Laborer IV rate.

Part C: Transportation Only

5.23. Bidding.

5.23.1. Job Posting And Bidding Procedure. All job openings shall be posted according to classification. Bids shall be posted for five work days (Sunday and Holidays excluded). The posted notice shall include the classification, pay rate, normal work week, shift, and site. Bids shall be awarded as soon as possible but no later than thirty (30) days after the bid is taken down or reposting of the job will occur. Employees wishing to bid for a posted classification shall sign bid sheet for that classification (in compliance with Civil Service rules and regulations).

5.23.2. Bidding By Classification. The following procedures shall be used to accomplish the proper assignment of transportation (garage) personnel. Job and site assignments shall be bid by classification, i.e. Lead Men bids, Lead Men openings, Mechanic bids, Mechanic openings, etc. The annual bidding will take place no later than August 1 of each year, and transfers shall be implemented the Monday following the last inspection, provided previously approved vacations may be altered for those individuals who transfer where such alteration is necessary for the efficient operation of the site. There shall be one annual bidding each calendar year.

5.23.3. Determining Seniority For Bidding. Seniority for bidding purposes shall be established based upon the following considerations, which are listed in order of priority:

- a. Date of Promotion or Assignment to a Classification.
- b. Starting Date of Employment with the District.
- c. In the event that two or more employees have the same date of promotion to a classification, the earliest date of hire as a District employee shall be

determinative. If all dates, classification and date of hire are the same, a lottery type drawing shall be used to establish the first bidder.

5.24. Assignments And Job Duties.

5.24.1. Lead Men Or Executive Assistants To Make work Assignments. The District has established an organizational work flow, which is presently known to all persons who have been in the division. Lead Men or executive assistants make work assignments at the various sites. (Transportation Department will make Chain of Command.) When two lead mechanics are on the same shift, the lead Mechanic duties shall be performed by the senior lead mechanic.

5.24.2. Substitute For Lead Mechanic. If the Lead Mechanic is not at work, the senior mechanic will be designated by management from a list of trained mechanics jointly selected annually by Union and Management. Mechanics not desiring to be considered can waive their eligibility until the next bid.

5.24.3. Employee Responsible Only For Work Assigned By Immediate Supervisor. An employee shall only be responsible for the work assigned to him by his immediate supervisor. In the absence of the immediate supervisor, the person next in command shall assign an employee his work.

5.24.4. Employee Not Responsible For Non-Performance Where Lack Of Necessary Tools Or Supplies. An employee shall not be responsible for the nonperformance of a task because of a lack of tools or supplies necessary to perform the job: provided, however, that a lack of personal tools shall not be a legitimate basis for nonperformance of work. An employee must notify his immediate supervisor what work was not completed and which tools and/or supplies were not available and are needed.

5.25. Job Classifications.

5.25.1. Classifications. Lead Mechanic, Mechanic, Mechanic's Helper and Servicemen and Transportation Dispatchers are union classifications. The union shall be furnished a copy of the job description for each of the above union classifications, salary and qualification for each of these jobs on or about July 1, 1981. The union shall be furnished a copy of the procedure for promotions from one classification to another.

5.25.2. New Classifications. Employees who are presently employed and apply for posted positions shall be given consideration for new jobs prior to the hiring of new employees.

5.25.3. All The Above Classifications Within The Bargaining Unit. Lead Mechanic, Mechanics, Mechanic's Helpers, Servicemen and any new classification are covered under the Union representation. (Unless Chief Mechanic classification is changed to another qualified position, employees in this classification will remain in the bargaining unit.)

5.26. Commercial Driver's License. All Lead Mechanics, Mechanics, Mechanic Helpers and Transportation Dispatchers shall be required as a condition of employment to obtain a Commercial Driver's License with school bus/passenger endorsement (exceptions will be Parts Counterman, Radio and Glass Repair and Upholsterer. Upholsterer and Radio and Glass Repair will be required to maintain a Class C Commercial Driver's License). The District will provide instruction and or an instructor to assist employees in obtaining said license. Further all employees who hold such licenses may in the course of the regular duties within their classification be required to drive or operate all district owned vehicles. In the event the State requires different licensure, all drivers will be required to meet license requirements by the State.

5.27. Shift And Starting Time Changes.

5.27.1. No Mandatory Shift Change Except In Case Of Emergency. No employee shall have his/her shift changed, temporarily or permanently, without his/her consent. The only exception shall be if s/he bids on another shift, or as provided in the next section.

In the case of an emergency, the supervisor shall have the right to assign staff as needed for ten days; voluntary transfer of staff shall be requested prior to use of emergency. Whenever an emergency transfer is required, the Director of Transportation shall furnish Local 860 with a letter, stating the reason for the emergency transfer or transfers. If the Union does not agree that the reasons are valid, then the issue shall be subject to the grievance procedures. Such letter of explanation shall be sent to the Union within three (3) days of the emergency transfer.

5.27.2. Starting Times for Mechanics, Mechanic Helpers, Parts Counterman and Radio & Glass Repairman. There shall be two shifts for Lead Mechanics, Mechanics and Mechanic Helpers as indicated herein.

Effective with the next bid (August 2014), and then annually thereafter, the District may with 60 days advance notice do the following:

- a. eliminate second shift at all depots;
- b. have a staggered start time between 6 a.m. and 8 a.m. for a duration of one year through August 2015, and annually thereafter;
- c. staff staggered start time through current bid/seniority provision;
- d. no more than 50% of the mechanics shall be required to work the staggered start time;

There shall be one shift for Parts Counterman and Radio & Glass Repairman as indicated herein.

First shift (day): An eight consecutive hour shift (excluding a ½ hour unpaid lunch break) Monday through Friday with a start time between 6:00 a.m. and 8:00 a.m.

Employees shall have the right to refuse or volunteer for shifts starting at these times on the basis of seniority. If a sufficient number of employees do not volunteer for these shifts, then the District may force the least senior employee to work these shifts until 50% of the Mechanics are working these shifts.

5.27.3. Transportation Dispatcher Shift. Except as noted below, for all Transportation Dispatchers hired prior to June 30, 2007, the following shift schedules shall apply. There shall be two shifts for Transportation Dispatchers as indicated herein.

First shift (day): An eight consecutive hour shift (excluding a ½ hour unpaid lunch break) Monday through Friday with a start time between 6:00 a.m. and 6:30 a.m. as determined by management.

Second shift (afternoon): An eight consecutive hour shift (excluding a 1 hour unpaid lunch break) Monday through Friday with a start time between 9:30 a.m. and 10:30 a.m. as determined by management.

The District may assign Transportation Dispatchers other duties as necessary consistent with the terms of the labor contract when not performing dispatch duties. Failure of a Transportation Dispatcher to carry out assigned duties and responsibilities is insubordination and will lead to disciplinary action consistent with the labor agreement up to and including termination.

The District may require one Transportation Dispatcher to split shifts. If the District deems split shifts necessary, it will so inform the union of its decision during labor management meetings. Employees shall have the right to refuse or volunteer for a split shift on the basis of seniority. If an employee does not volunteer for a split shift, then the District may force the least senior employee to split his or her shift.

5.27.4. Telephone Clerk Aide Shifts. Telephone clerk aides hired before July 1, 2000 shall work eight (8) consecutive hours per day (excluding lunch) assigned by the Director of Transportation. There shall be a first shift which shall begin between 6:00 a.m. and 6:30 a.m. and a second shift which shall begin between 7:00 a.m. and 8:00 a.m. Telephone clerk aides working eight (8) consecutive hours (excluding lunch) shall be entitled to a two and one-half (2 ½) hour unpaid lunch.

Telephone clerk aides hired after July 1, 2000 may be assigned to two shifts, four (4) consecutive hours per day, as assigned by the Director of Transportation, between the hours of 6:00 a.m. to 7:30 a.m., with no more than a three and one half (3 ½) hour span between the end of the first shift and the beginning of the second shift.

If, after a good faith effort to find an employee to work fulltime, the Director is unable to do so, the Director shall so notify the Union, and then may hire two part-time, twenty hour a week, employees.

5.28. Differentials.

5.28.1. Differential For Work Performed In Higher Classification. An employee who is assigned to do work of a higher classification shall receive a differential per hour for all hours worked in that classification provided.

This provision shall not apply to an employee assigned to a Lead Man position. An employee assigned to a Lead Man position shall receive the rate of the Lead Man classification. Mechanic's helpers shall be paid the mechanic's rate during the bus inspection period.

5.28.2. Shift Differential To Apply. A per hour shift differential shall be received by all second shift employees and all third shift employees as more fully set forth in Appendix "A" annexed hereto.

5.29. Equipment.

5.29.1. District Shall Provide Foul Weather Gear. The District shall provide foul weather gear such as raincoats, boots, etc., as determined by the supervisor in charge at each site.

5.29.2. District Shall Provide Safety Equipment. The District shall furnish safety equipment such as face shield, safety glasses, welding gloves, earplugs and such other items that are job related as determined by the supervisor in charge at each site.

5.29.3. District Shall Provide Work Site Equipment. Each work site shall be supplied with the following:

- a. Service trucks shall be appropriately equipped to perform assigned functions.
- b. Shop tools:
- c. All necessary heavy tools needed to perform work efficiently.
- d. A tool crib or safe storage area for the storage and disbursement of the mechanic's and their helper's personal tools and equipment. The District will provide one heavy duty set of tools for each site.

5.29.4. District Shall Provide Procedures For Availability Of And Allowance For The Replacement Of Tools. The Transportation Department will set up procedures for replacement of tools. Each Mechanic, Mechanic's Helper or Serviceman must supply their own personal hand tools. Procedures to control and account for the disbursement of these funds will be jointly prepared by the Union and the District. The District shall also provide one full set of hand tools per garage to be available to meet emergency demands when tools have been broken or are unavailable. The District will provide large tools such as driver impact wrenches and other power tools. The District will also provide all non-personal tools for employees to complete their assignments (e.g. safety glasses, practical masks, spray suits-complete and protective glasses). Tool Allowance for Mechanics shall be \$17,000.00 per year to be divided equally among the Mechanics. In addition, the District agrees to add \$2,000 per year to the tool allowance for a total of \$6,000 additional tool allowance dollars. Each Mechanic shall submit receipts for tool reimbursement no later than March 31 and the District shall be pay each Mechanic their portion of the tool allowance no later than May 31.

The initial tool allowance allotment is calculated by dividing the total annual tool allotment by the amount of mechanics. Employees who turn in receipts for less than their initial allotment shall waive the remainder of their portion of the initial allotment. The remainder shall then be divided equally among employees who turn in receipts in excess of their initial allotment to cover any reimbursement for those excess expenditures.

If a demonstrated need exists, such as additional hires or necessary replacement, the parties will review this issue in Labor-Management.

5.30. Safety.

5.30.1. District Shall Provide First Aid Supplies. The District shall furnish a fully stocked first aid cabinet for each work site. The contents of the first aid cabinet shall be determined by the supervisor in charge of each site.

5.30.2. District Shall Establish A Safety Training Program. The District shall set up a safety training program for all garage personnel.

5.30.3. Two People Required On Duty While Repairs Made. There shall be no less than two persons on duty while mechanical repairs are being performed at any site.

5.31. Facilities To Be Made Available. Each work site shall have the following:

- a. Clean-up area and lockers
- b. Toilet facilities
- c. The District will make available a space for eating areas.

5.32. District Shall Establish Training Programs. The District will set up training programs during the course of the school year in cooperation with manufacturers and companies to provide training on new procedures for vehicle repair. The District will also provide appropriate safety related training. These training programs shall be established as the need arises and shall be conducted on a local basis only.

5.33. Reimbursement For Approved Professional Leave. Upon approval of professional leave, the District shall reimburse the employee for charges as approved in addition to regular salary.

5.34. Meetings With Management. The Transportation Department shall, on a regular ongoing basis, schedule meetings to discuss and exchange ideas or problems related to the efficient and economic operation of the Transportation Department. These meetings shall be scheduled at the convenience of management and so as to facilitate the participation of all employees.

5.35. Vehicle Maintenance Pilot Program. In the interest of cost savings during non-inspection times, the District will develop through labor management a vehicle maintenance pilot program at one of the existing maintenance depots. The program will provide vehicle maintenance to departments/facilities other than the District's Department of Transportation. The

purpose of the program is to determine whether cost savings can be realized through the use of District mechanics and bodymen as opposed to outside providers.

ARTICLE 6
JOB PROTECTION – NO SUBCONTRACTING

6.0. General Provision. 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.

6.1. Transportation Only. Representatives of the Union will meet with representatives of the District to discuss flexibility in the restrictions of subcontracting the work of employees represented by the Union in the Transportation Department of the District, and the protections of those employees if any such subcontracting should occur.

ARTICLE 7
SENIORITY AND JOB BIDDING

7.0. Appointments.

7.0.1. Positions To Be Filled From Preferential Lists. Appointments to the below listed Laborer positions are to be made from employee preferential lists:

Building Laborer	Jeep Helper	
Night Laborer	Jeep Driver	Athletic Field Laborers In Charge
Athletic Field Crew	Garden Laborer	Building/Field Laborers
Warehouse Laborer	Station Wagon Driver	Truck Helper

Laborers moves shall occur four times a year (February, May, August and November) and whenever a bargaining unit member leaves the bargaining unit (including, without limitation, death, retirement, disability, finalized discharge (no further appeal rights by the Union), or resignation); all moves to be made on the first day of the first pay period of the applicable month.

With respect to the quarterly moves, the preferential list shall be frozen as of the beginning of the prior pay period.

7.0.2. Most Senior Qualified Employee To Be Appointed; Written Notification To Those Denied. When it is determined that a vacancy exists in any one of the above positions, it will be filled by appointing to the vacancy the highest seniority qualified employee who has included on his preferential list that position which is vacant. Any person denied appointment for just cause though the foregoing procedure shall be notified in writing of the reason.

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.

7.0.3. New Appointments To Be Posted. All jobs that are filled by bids shall be periodically confirmed by bulletin.

7.0.4. Employees To Sign Preferential List And Notices To Be Sent. Those persons having skills or interests in laborer as well as non-laborer positions may indicate such job interests on their preferential list. The Administration will refer to such lists when

considering applicants as they develop. At such times as a need develops for additional applicants for various non-laborer positions, notice will be sent out.

7.0.5. Opportunity To Bid To Various Labor Pool. Laborers shall have the opportunity to bid to the various labor pool. The low seniority various laborer may be assigned to fill the resultant vacancy.

7.0.6. Appointments To Laborer-In-Charge And Laborer Dispatcher. Appointments to Laborer-in-Charge, Laborer-in-Charge – Athletic Field, or Laborer Dispatcher will be made from those Laborers who respond to postings of vacancies in the above positions. Applicants to such posted vacancies will be judged and selected on the basis of ability and seniority.

7.0.7. Evaluations.

ANY LANGUAGE DEPENDENT UPON THE NEW EVALUATION
PROCEDURES AND SYSTEM SET FORTH BELOW WILL
BECOME EFFECTIVE ON JULY 1, 2015

EVALUATION

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 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 , recall, wages, overtime, overtime opportunities 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:

- a. *the employee’s evaluation failed to adhere substantially to the evaluation process including, but not limited to , providing a corrective action plan;*
- b. *there is a mistake in fact in the evaluation; and.*
- c. *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.

- d. *The above timelines may be extended by mutual agreement.*
- e. The agreed upon evaluation system shall be incorporated into this Agreement.

7.1. Layoffs, Bumping Rights, Recalls.

Until the beginning of the 2015-2016 school year, the current layoff, bumping, and recall provisions shall remain in effect. Effective with the 2015-2016 school year, the following shall control regarding recalls:

Recall

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

Additions to those recall lists shall be sent, in writing, to the Union as soon as the employees are laid off from or bumped out of a classification. A complete updated list shall be provided to the Union at least quarterly.

Filling of Vacancies from the Recall List. When a vacancy occurs within a classification, the vacancy shall be filled by the employees on the recall list for that classification in the order in which the employees are ranked on the list, provided the employee meets the requisite minimum qualifications for the classification, and/or has the required commission, certification, or licensing in his or her possession at the time of the recall. An employee who is offered such a vacancy, in writing, and refuses to accept that position shall be removed from the recall list. The District will not fill any position with a new hire while a recall list for that classification is in effect. All day-to-day, substitute, or temporary positions shall be hired from the recall list for the

classification in which employees are needed, if such a recall list exists. However, the employees who wish to be on the day-to-day, substitute, or temporary help list must inform the District of that in writing at the time their layoff becomes effective. The District will offer each employee the appropriate request form to be placed on that list prior to the last day of work of that individual laid off employee. If the day-to-day, substitute, or temporary position shall be for more than sixty (60) days, other than where the position is unstaffed due to an approved leave, the position shall be considered a vacancy and shall be filled by the employees on the recall list for that classification in the order in which the employees are ranked on the list.

The District shall send notification by certified mail to the Union and the laid off employee of vacancies to be filled from the recall list. The letter sent to the Union shall include the name of the laid off employee(s), the vacant position/classification and the building/location of the vacant position as they become available.

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

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

An employee who is offered such a vacancy, in writing, and refuses to accept that position shall be removed from the recall list. The District will not fill any position with a new hire while a recall list for that classification is in effect. All day-to-day, substitute or probationary employees shall be hired from the recall list for the classification in which employees are needed, if such a recall list exists. However, the employees who wish to be on the day-to-day substitute

list must inform the District of that in writing at the time their layoff becomes effective. The District will offer each employee the appropriate request form to be placed on that list prior to the last day of work of that individual laid-off employee.

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

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

If it should become necessary to reduce the size of the labor work force and employees are to be laid off, this shall be accomplished by laying off the laborer or laborers with the least amount of overall seniority, as determined by his date of hire.

In the event a decision is made to reduce personnel through layoffs, any such staff reduction will be accomplished by laying off the required number of employees in inverse order of seniority from a seniority list composed of employees within the classification.

7.1.2. Bumping Rights. If any vacancy exists at the time of layoff, the laid off employee may fill out a preferential list, which shall include at least one vacant position in the employee's classification, if such vacancy exists. S/he shall be assigned to an existing vacancy, rather than bump another employee in that classification. In the event no vacancy exists in the employee's classification at the time of the layoff, the laid off employee can bump the least senior employee in that classification. A laid off employee shall also have the right to bump back to a vacant position in any other classification in which the employee previously worked, or which is a lower classification within the employee's job classification series, as set forth below, and has the present skills, knowledge and ability to perform the work.

If no position is vacant in the bargaining unit, the employee may bump the least senior employee in any other classification in the bargaining unit, if the laid off employee has greater seniority in the classification than the classification seniority of the least senior employee and has the present skills, knowledge and abilities to perform the work.

Exercise of any preferential rights as an employee in a different classification than the one from which she/he was bumped will be based upon time as an employee in that new

classification only. For purposes of filling a vacancy in a lower classification, the following job classification series are listed below from highest classification within a series to lowest:

Transportation Series

Chief Mechanic

Garage Mechanic in Charge

Garage Mechanic

Garage Mechanic Helper

Dispatcher

Telephone Aid

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

7.1.3. 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. Each recall list will rank employees in accord with their service in the classification on that list. Employees will be recalled to work or called back to a higher rated classification in the order in which they appear on the recall list. An employee shall remain on a recall list for five (5) years after his 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.

7.1.4. Filling Of Vacancies From The Recall List. When a vacancy occurs within a classification, the vacancy shall be filled by the employees on the recall list for that classification in the order in which the employees are ranked on the list.

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

or temporary help list must inform the District of that in writing at the time their layoff becomes effective. The District will offer each employee the appropriate request form to be placed on that list prior to the last day of work of that individual laid off employee.

7.2. Work Site Seniority For Purposes Of Job Bidding And Layoff. Laborers at a work site shall have the right of selection of vacant laborer 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.

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

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.

7.4. Transfer Or Termination Of Probationary Employees. The District may transfer or terminate a probationary employee at any time during the ninety (90) day probationary period. However, any claim by a probationary employee that termination after sixty (60) days of employment is not for cause may be taken up as a grievance. A probationary employee establishes seniority upon satisfactory completion of a ninety (90) day 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.

7.7. Red-Circling of Wage Rate. When an employee is transferred, through no fault of his/her own, his/her wage rate shall not be reduced; provided, however, the employee does not

refuse a position for which the employee has the requisite seniority, the acceptance of which would mitigate the cost to the District.

7.8. Opening a Building. If the Assistant Custodian assigned to the Building is on sick leave or vacation leave, then the District may request the Custodian assigned to the Building to open the Building. If the Custodian assigned to the building is not available to open the building or refuses to open the building, then the District shall offer the opening of the school building to another Assistant Custodian on the basis of rotating seniority. If another Assistant Custodian does not volunteer to open the building, then the District shall offer the opening of school building to the Laborer assigned to the building. If the Laborer assigned to the building is not available to open the building, then the District shall offer the opening of school building to another Laborer on the basis of rotating seniority. Laborers will be paid the same rate the District would have paid an Assistant Custodian had an Assistant Custodian opened the building.

ARTICLE 8 HOURS, INSPECTIONS, AND OVERTIME COMPENSATION

8.0. Hours.

8.0.1. Regular Work Week for Laborers and Transportation. The normal work week shall be from Monday through Friday of each week. The normal daily schedule shall be eight (8) consecutive hours on each of the five days in the normal work week.

8.0.2. Regular Shift To Be Completed In Not More Than 8.5 Hours. Eight (8) hour work day shall be completed in not more than eight and one-half (8-1/2) clock hours.

8.0.3. Beginning And Ending Of Normal Work Day. Day shift Laborers shall have a regular Monday through Friday starting time between 5:00 a.m. and 8:00 a.m. as determined by management. However, the District may change a Laborer's Monday through Friday starting time upon fourteen (14) days notice as follows:

At the beginning of each school semester and two times per semester during the school year (changes during Christmas and Easter cleaning shall count as one change for each holiday period); and

At the beginning of summer vacation and one time during that period.

No Laborer who is scheduled to work afternoons shall be required to start the scheduled shift prior to 3:00 p.m. or later than 4:00 p.m. Exceptions to this afternoon schedule shall be made by mutual agreement.

8.0.4. Temporary Rescheduling Without Employee's Consent in Case of Emergency. Notwithstanding Article 8.0.3. the District may temporarily reschedule a Laborer'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. Summer Work for 10 Month Employees. The District shall determine whether additional staffing is required for summer work as soon as practicable during the third semester of the regular school year. 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.

8.0.6. 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.

8.0.7. Ten Minute Clean-Up Time. The employee shall report ready for work at the start time of his shift. Any employee shall be entitled to cleanup time not to exceed ten (10) minutes immediately prior to the end of his shift unless additional time is approved by the foreman or supervisor.

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

8.0.9. Additional Payment When Working Where Schools Closed Due To Inclement Weather. When the District is closed because of inclement weather and employees are not required to be present, the employee shall be paid eight (8) hours for the day, even if not required to work. If an employee typically works a shift with more than eight (8) hours in a day, i.e., ten hour shift, then he or she shall be paid ten (10) for the day. If the District requires employees to be present when the District or a school building is closed because of inclement weather, then any Custodian who is required to work shall be paid eight (8) hours pay, plus eight (8) hours mandatory report time. If an employee typically works a shift with more than eight (8)

hours in a day, i.e., ten hour shift, then he or she shall be paid ten (10) for the day, plus ten (10) hours mandatory report time.

8.1. Inspections.

A. Mandatory Inspections. The District shall designate by November 15 of each school year which fields will have mandatory inspections. For those fields designated for mandatory inspections, there will be mandatory, regularly scheduled Saturday, Sunday and Holiday inspections. The District will provide fourteen (14) days' notice as to when the mandatory inspection will start and end. The person making such inspection shall be compensated at the rate of time and a half of the building rate plus increments on Saturday for such inspection and at rates of double (2) the building rates and increments on Sundays and Holidays. A Laborer will not be subject to discipline where a building freezes or other damage occurs during weekends or holidays of non-inspection where such freeze-ups or damage are not otherwise caused by the Laborer's negligence or failure to perform his/her work duties during the work week.

B. Permissive Inspections. Permissive inspections may occur during the months November through March, subject to the following provisions:

- (i) The District will notify the Laborer of the need for inspection no later than noon on Friday or the last regular working day before the holiday.
- (ii) The Laborer will not be subject to discipline where a building freezes or other damage occurs during weekends or holidays of non-inspection where such freeze-ups or damage are not otherwise caused by the Laborer's negligence or failure to perform his or her duties during the work week.
- (iii) The person making such inspection shall be compensated at the rate of time and a half of the building rate plus increments on Saturday for such inspection and at rates of double (2) the building rates and increments on Sundays and Holidays.

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

C. Inspection Time & Compensation Variance. The District agrees to continue the present inspection procedures and premiums for all present Laborers hired on or before March 29, 1984. For employees hired on or before March 29, 1984, two (2) hour inspections are to be

worked by the Athletic Field Laborer In Charge. All Laborers hired after March 29, 1984 shall be covered by inspection procedures and premiums changed to provide as follows:

(i) **Mandatory Inspections:**

Buildings: Two (2) hours minimum pay credit at time and one-half on Saturdays and Sunday and double time on Holidays.

Fields: One and one-half (1-1/2) hours minimum pay credit at time and one-half on Saturdays and Sundays and double time on Holidays.

(ii) **Permissive Inspections:**

Buildings: Two (2) hours minimum pay credit at time and one-half on Saturdays and double time on Sundays and Holidays.

Fields: One and one-half (1-1/2) hours minimum pay credit at time and one-half on Saturdays and double time on Sundays and Holidays.

8.2. **Overtime.**

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

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

8.2.1.2. **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.

8.2.1.3. **Hours Worked Sunday or Holiday Shift.** On any Sunday or Holiday shift that an employee is present and working, he shall be paid at a rate of time and one-half. A shift qualifies if one-half or more of the shift hours are on a Sunday or Holiday. Qualifying shifts are not also eligible for weekend increments.

8.2.1.4. **Overtime/Distribution – Transportation.** The immediate supervisor shall have the authority to request employees to work overtime to meet the demands of the production schedule. Overtime shall be distributed equally among employees within the classification for which the need for overtime occurs. If an employee cannot accept an overtime assignment which is offered to him or her, the result will be that that overtime will be offered to the next senior person on the seniority list, and the person passing the opportunity for overtime

shall be deemed to have accepted for rotating purposes. Overtime shall be assigned based on the employee's seniority, on a rotating basis. Any employee newly assigned to a work site or different job classification, shall at the time of his or her assignment, be placed at the bottom of a list within the classification and site for overtime distribution purposes. (Law prohibits mandatory overtime requirements.)

8.2.2. Hours Included in Computing Overtime. In the computation of overtime, an excused absence as defined by the attendance policy in Article 23 shall be considered as time worked for the time you were on the excused absence.

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

8.2.4. Sharing Of Overtime.

8.2.4.1. Equal Distribution Of Overtime. The District shall distribute overtime on an equal basis between employees qualified to perform the work. The District further shall distribute overtime on an equal basis among employees at each work site and/or among each job grouping.

8.2.4.2. Overtime First To Employees With Least Overtime Hours, Except In Emergencies. Overtime shall first be offered to the person lowest in overtime hours, except in cases of emergency.

8.2.4.3. Records To Be Posted; If Overtime Declined, Employee Still Charged For Purpose Of Determining Employee's Pro Rata Share. Records shall be kept and posted at appropriate work sites, listing employees for the recording of overtime worked or charged. If an employee cannot or will not accept an overtime assignment which s/he is offered, s/he shall be charged with the same number of hours as s/he would have worked had s/he accepted the assignment.

8.2.4.4. New Assignments – Assume Highest Overtime. Any employee newly assigned to a building or different person grouping shall at the time of his/her assignment assume the overtime total of the highest person in the group to which s/he is newly assigned.

8.2.4.5. Sharing Of Overtime Among Various Laborers. The sharing of overtime among "Various Laborers" shall apply only to those employees who

specifically request that they be so listed and involved in the sharing of Various Laborer overtime.

8.2.5. Minimum Of Ten Hours Between Shifts. For mechanics only, when shifts are being combined during non-school periods, the hours will be adjusted the first day to allow a minimum of ten (10) hours between shifts.

Second shift mechanics can report to work early to allow completion of their work day in sufficient time to allow attendance at NIASE Certification Training. The ten (10) hour minimum time between shifts still applies. This may be waived by mutual consent.

8.2.6. Overtime Assignments To Be Reported Monthly To The Union. Overtime assignments among various laborers shall be reported monthly to the Union and the hours worked by each employee shall be listed.

8.2.7. 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.

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

8.3. Minimum Pay When Required To Report Back To Work. Any employee required to report back to work after the close of his/her shift, or on any day that is not a regular work day, shall secure the building at a closed sites, perform necessary repairs, preventative maintenance or other assigned duties. In the event the matter for which one is called back to work takes less than three (3) hours to resolve, the employee has the option of (a) resolving the matter and receiving pay for time worked with a minimum of one (1) hour pay; or (b) remaining on duty for three (3) hours and performing scheduled preventative maintenance or other repairs. An employee choosing option (b) shall provide a written summary of the tasks performed during the call back. This provision shall not apply to the two hour inspection time authorized for athletic field inspections. 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.

8.4. Permits.

8.4.1. General Provisions. When a permit or permits are in effect requiring more than a custodian and assistant custodian such additional personnel shall be laborers. In the event such laborers are not available in the building, it is permissible to assign assistant custodian(s) from the building. If it becomes necessary to secure persons from outside the building, such persons shall be laborers.

8.4.2. Permit Compensation.

A. Regular Work Hours: A Laborer 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: A Laborer 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. A Laborer shall not be entitled to work a permit on Saturday if s/he was on vacation or sick leave that Friday unless no other Laborer is able to perform said work.

C. Sundays & Holidays: A Laborer 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. A Laborer shall not be entitled to work a permit on a Sunday or a Holiday if s/he was on vacation or sick leave that Friday unless no other Assistant Custodian is able to perform said work.

8.4.3. Laborer To Guard Parking Lot. Whenever it is necessary to assign someone to guard a school property parking lot, a custodial employee shall be assigned in accordance with this section.

8.4.4. Dead Time/Assignment One Hour Before Permit Begins. When an employee covered by this Agreement is assigned for service in connection with the extension use of a school building, such employee shall be assigned to duty in order to prepare the building at least fifteen (15) minutes before the extension use permit begins. However, in the event additional set up time is needed, a Laborer so assigned may contact his/her Custodian to obtain additional time or staffing. There will be no payment from the end of the work day until one (1)

hour before the extension use permit begins unless the employee is assigned earlier for a particular permit or is otherwise assigned to duty during that period.

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

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

ARTICLE 9 SALARY SCHEDULE AND INCREMENTS

Employees shall be paid for the applicable periods in accordance with the schedules annexed hereto as Appendix A and made a part hereof.

General Wage Increase and Differentials

Effective July 1, 2017, the District shall pay a 2.75% increase on wages and differentials.

Effective July 1, 2018, the District shall pay a 2.75% increase on wages and differentials.

See attached Appendix A for new wage scale and differentials.

ARTICLE 10 LEGAL AND DECLARED HOLIDAYS

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

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.

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

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

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

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.

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 - Laborers. Employees shall be permitted to take vacation throughout the year. Requests for vacation shall not be unreasonably denied by the Custodian and Building Facilities Supervisor.

11.1. Scheduling of Vacations – Transportation. Vacations shall be scheduled with the most senior employee having first preference of vacation dates. The date of hire with the District shall be used for determining the seniority for vacation schedules. The employee shall submit to his immediate supervisor his preferential vacation schedule on or before May 30 of each year.

11.2. 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

11.3. Vacation Accumulated Monthly.

11.3.1. Twelve (12) Month Employees. Eligible employees shall accumulate vacation for each month that they are in active payroll status.

11.3.2. 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 within the second pay period after ratification. 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.

11.3.3. Vacation Accrual Even If Work Less Than Full Day. Persons regularly employed for less than a full day will be entitled to vacation days at their normal rate of compensation and employment.

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

11.4. Determination At End Of Annual Accumulation Period. At the end of the annual accumulation period of June 30, twelve (12) month employees will have their prior twelve (12) months accumulation totaled and rounded off with one (1) full day's credit being given for any accumulation of 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.

11.5. 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.

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

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

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

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

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

11.11. Vacation Upon Resignation, Discharge or Death. All vacation that has been earned by an employee will be made available in cases of resignation, discharge or death, except

that an employee terminating prior to six (6) months of employment will not be paid for any vacation. Any vacation that may have been paid to a less than six (6) months employee will be deducted or otherwise recovered.

11.12. Increased Allowable Vacation Upon Retirement. The maximum number of accrued vacation days which can be paid in a lump sum upon retirement is increased from seventy-five (75) to eighty-five (85) days.

11.13. Employees Eligible And Not Eligible For Vacation. Non-teaching employees who are eligible for vacation benefits include clerks, cleaners, laborers, teacher assistants, custodians, tradesmen, cafeteria personnel and other regular employees. Excluded from vacation benefits are playground and community center employees, all student employees, resident tutors, lunchroom attendants, breakfast aides, all substitute and short term assignment employees.

ARTICLE 12
LEAVES, IN-SERVICE, LONGEVITY AND SEVERANCE PAY, AND
RETIREMENT BONUS

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 23.

12.0.4. Sick Leave For Funeral Attendance. One (1) days' sick leave is authorized to attend the funeral of the employee's niece, nephew, first cousin, aunt, uncle, grandparent, grandchild, in-law, step-parent or immediate household member. If necessary, more than one (1) day sick leave may be approved by the Principal, Custodian or other Supervisor.

Verification is required upon return. Failure to provide appropriate verification is an unexcused absence under the Attendance Control Policy – Article 23.

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. An employee represented by the same local union may donate accumulated sick leave to an eligible employee represented by the same local union under the following conditions:

1. Eligible Employees.
 - a. Only for the purpose of initiating this procedure, an employee hired prior to January 1, 1993 must have had at least one (1) unused sick day between September 1, 1993 and when the employee becomes eligible under sub-paragraph b.
 - b. Any employee represented by this local union 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 represented by this local union may donate up a maximum of 40 hours (5 days) to an eligible employee who is also represented by this local union. 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 employees 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. Sick Days and Overtime. Up to three (3) sick days per year may count toward overtime.

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

12.1. Special Privilege Leave.

12.1.1. Special Privilege Leave - Laborers. Employees of the District may be excused from duty as a matter of special privilege and granted leave of absence for a period not exceeding three (3) days in any one (1) school year, provided such request is made in writing and approved by the appropriate supervisor. Special Privilege leave may be taken in half or full day increments.

12.1.2. Special Privilege Leave – Transportation. Mechanics will not take SPL days during the summer school bus inspection, unless an emergency arises, in which case the original restrictions will apply.

- a. Religious holy days not included in the school calendar.
- b. Compulsory court appearance (substantiated).

- c. Marriage in the immediate family (circle relationship), self, son, daughter, brother, sister, mother, father, member of immediate household.
- d. College graduation (circle relationship) self, son, daughter, brother, sister, mother, father, member of immediate household.
- e. School related conference for employees' child.
- f. Paternity.
- g. Clearly specified Family Emergency (Explain in detail on back of form).

12.1.3. General Provision (Laborers/Transportation). Such Special Privilege Leave will be granted without loss of pay, and shall not be deducted from the employee's accumulated days of sick leave.

a. 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.

b. As of July 1 of each year, all unused Special Privilege days for the preceding year ending June 30 will be converted and credited to the employee's accrued sick leave.

12.2. Assault Leave Policy.

Section 1. An employee who is unable to work because of a physical disability resulting from an assault received in the course of employment, or in the discharge of other official assigned duties of the District, shall be maintained in full pay status on assault leave, for the period of time set forth in Section 4 herein. Assault leave granted under these conditions shall not be charged against sick leave, earned or unearned provided the incident is timely reported and the employee timely files for workers compensation.

Section 2. An employee must timely seek medical attention from the time that s/he has knowledge of an injury, must timely report the assault to the immediate supervisor and Safety & Security, or other appropriate District personnel if the supervisor of Safety & Security is not available, and must complete an incident report form and an Assault Leave Form in order to become eligible for this benefit. The District may make reasonable modifications to the incident forms and the Assault Leave Forms from time to time. The District will make every effort to make a determination as to whether the employee's application for assault leave will be granted within five (5) working days of notification by the employee of the occurrence.

The employee shall furnish a certificate from a licensed physician stating the nature of the disability and its anticipated duration and the certificate should accompany a (completed Assault Leave Form furnished by the District. Any assault leave extending five (5) days shall be subject to review by a District-appointed physician, including a physical examination at the physician's discretion to justify the use of assault leave. Falsification of either a signed statement or a physician's certificate will be grounds for suspension or termination of employment.

Section 3. Any employee who wishes consideration for restoration of full pay and sick leave status (consistent with the passage and amending of Ohio Revised Code §3319.143 effective September 30, 1976) may submit this request to the District. In the event that the request is rejected, the employee may file an appeal through the dispute resolution procedure. If an employee's absence resulting from assault is covered by Worker's Compensation, the District shall provide the additional compensation and benefits (including, without limitation, physician, hospital, optical, dental and life insurance benefits) that will provide the employee with the same pay rate and benefits received at the time of the assault for up to six (6) months from the date of the commencement of the assault leave. If the payment from the District reduces worker's compensation payments, or benefits, the District will make the employee whole for his or her full pay and benefits.

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

12.3. In-Service Increments. By participating in the in-service program offered by the District, an employee may increase his salary by Six Hundred Dollars (\$600.00) over a minimum period of six (6) years.

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 an employee has completed 20, 25, 30, 35 years, rather than payable as of August 31st and January 31st only.

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

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

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

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

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

12.5. Longevity Anniversary Increments. Longevity increments are granted to all employees employed on an annual salary basis, as set forth in the Administrative Code in Section 556 according to the tables set forth in Appendix B annexed hereto and made a part hereof. Longevity increments will be paid beginning with the first pay period after eligibility.

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

Effective June 30, 2012, longevity will be frozen for all bargaining unit members hired prior to July 1, 2011. Bargaining unit members hired prior to July 1, 2011 with less than 20 years, will be eligible to receive longevity compensation at his/her 20-year mark and will then be

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

12.6. Severance Pay and Retirement Inducement Bonus.x

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

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

- a. The benefit that would have been paid to the employee if s/he had elected to retire immediately before his/her death; or,
- b. \$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 employee'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 employees who have given the District reasonable advance written notice, on such forms as may be prescribed by the Division of Employee Services.

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

12.6.6. 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 employees shall have their severance pay mandatorily paid into an annuity contract or custodial account that is designated to meet the tax-qualification requirements of IRC Section 403(b) ("Tax Sheltered Annuity" [TSA]), hereinafter referred to as the "403(b) Plan." The provisions of

this Article are effective for all employees whose effective date of retirement is after July 1, 2007.

B. Participation in the 403(b) Plan shall be mandatory for a bargaining unit employee who retires after the calendar year the employee has attained age 54 and is entitled to "Severance Pay." An employee who is required to participate in the 403(b) Plan is hereinafter referred to as a "Participant."

C. For purposes of the 403(b) Plan, the term "Severance Pay" shall include all of the following types of cash payments that are payable to a Plan Participant upon retirement:

1. Any severance pay that is payable to a retiring bargaining unit employee under Article 12; and
2. Upon agreement of the parties, any payment made to an employee pursuant to an early separation plan, should such a plan be offered at any time within the duration of this labor contract.

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

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

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

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

F. If a Participant is entitled to have a contribution paid to the 403(b) Plan and dies prior to such contribution being paid to the 403(b) Plan, the contribution shall be paid to the TSA provider and then paid to a Beneficiary of the employee in accordance with the terms of the TSA provider contract; provided, however, that if the Participant does not have a TSA in effect at the

date of death, the Severance Pay shall be paid in cash to the estate of the deceased bargaining unit employee.

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

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

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

H. All contributions to the 403(b) Plan and all deferrals to a TSA or Section 457 Plan, and all cash payments to all bargaining unit employees, shall be subject to reduction for any tax withholding or other withholding that the CFO determines is required by law. Neither the District, nor the CFO, nor Local 860 guarantee any tax results associated with the 403(b)

Plan or deferrals to a TSA or Section 457 Plan, or cash payments made to a bargaining unit employee.

I. The CFO of the District may execute any and all legal documents that may be required to establish and maintain the 403(b) Plan, including, without limitation, hold harmless agreements with TSA providers, and to make any required filings with the Internal Revenue Service or other governmental agencies. In addition, the terms of this 403(b) Plan that provide for the deferral of Severance Pay may be subsequently incorporated into the terms of a plan document that is adopted to comply with the requirements of IRC Section 403(b). Further, the CFO may adopt rules and regulations relating to plan administration as the CFO deems to be necessary or desirable for plan administration and compliance with applicable law.

12.7. FMLA Leave. Employees may file for Family Medical Leave Act leave (FMLA) consistent with federal law. Leave forms may be obtained from Employee Services.

ARTICLE 13 EMPLOYEE BENEFITS

13.0. Eligibility.

13.0.1. General. For the purpose of this Section, all bargaining unit employees are entitled to employee benefits set forth herein. Employee contribution toward premiums is set forth in Appendix _____, infra.

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

13.0.3. Spouse Working For the District. If a husband and wife are each District employees and each is eligible for District paid hospitalization, they may elect either (a) one (1) family plan covering both or (b) each may select a single plan or (c) reimbursement for dual medical benefits, as set forth below.

13.0.4. Working Spouse Insurance Coverage.

1. Except as provided in Section 7 below, if a bargaining unit employee enrolls his/her spouse in any of the District's health insurance plans and that spouse is eligible to participate (either as a current employee or retiree) in group health insurance sponsored by his/her employer or retirement plan provider, the bargaining unit employee shall pay a

contribution of \$100.00 per month in addition to the employee monthly contribution for family coverage set forth in Section 13.2.1, below.

2. Upon the spouse's enrollment in his/her employer's healthcare plan or retirement plan, that plan will provide primary coverage for the spouse and the District's plan will provide secondary coverage so long as the bargaining unit employee is enrolled in the District's family coverage, and the amount set forth in sub-section 13.04 above shall not apply.
3. During the open enrollment period, every bargaining unit employee who has family coverage which includes a spouse who participates in the District's group health insurance coverage shall complete and submit to the District a written declaration verifying whether his/her spouse is eligible to participate in group insurance coverage sponsored by the spouse's employer or retirement plan provider.
4. Any bargaining unit employee whose spouse becomes eligible for any employer/retirement plan sponsored group health insurance coverage any time outside of the annual open enrollment period shall notify the District within thirty (30) days of the initial eligibility date.
5. If a member submits false information about his/her spouse or fails to timely notify the District of a change in the spouse's eligibility for employer or retirement plan sponsored group health, the employee may be subject to disciplinary action up to and including termination. In addition, the bargaining unit employee shall be personally liable to the District for reimbursement of the costs of benefits and expenses. The bargaining unit employee's spouse shall also be immediately terminated from the District's group health insurance. Any action taken pursuant to this section shall be subject to Articles 16 (Discipline) and 17 (Grievance/Arbitration).
6. Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer or retirement plan provider (unless the bargaining unit member enrolls the spouse in any District health insurance plan and pays additional monthly contribution as set forth above), as otherwise required

by this section, shall be ineligible for benefits under any group healthcare/prescription plan sponsored by the District.

7. Any bargaining unit employee whose spouse is a retired District employee with at least 10 years of full-time service with the District and whose spouse is eligible for STRS or SERS health care and/or prescription benefits may elect to cover the spouse as primary. The retired spouse does not have to enroll in the STRS or the SERS health care and/or prescription plan. However, if the retired spouse should become employed, and such employer offers group healthcare insurance, then that spouse and District employee are required to comply with Sub-sections 1 through 6 above.

13.1. Enrollment or Opt-Out.

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

13.1.2. Health Insurance Opt-Out Option. During the enrollment period each year, employees will be provided with the option of declining health insurance coverage for the ensuing year. Such elections are irrevocable until the next annual enrollment period, provided, however, that if the employee's employment or marital status changes or the employee's spouse loses coverage, or any other "qualifying event" occurs, as that term is defined in ERISA, as amended, the employee and family may immediately be eligible for coverage. If the employee declines coverage for the ensuing year, he/she shall receive two semi-annual payments of \$250.00. These payments will be made in April and October. If the employee elects to change his/her coverage from family coverage to single coverage (but would otherwise be eligible for continued family coverage), he/she will receive two semi-annual payments of \$125.00, payable in April and October.

13.2. Medical Benefits.

13.2.1. Medical Insurance.

A. Subject to the limitations in Section 13.0 above, during the enrollment period each year (November) each eligible employee may elect either single or family coverage from one of the following health care provider plans: Aetna, Medical Mutual SuperMed Plus, or UHChoice. The level of health insurance, prescription drug insurance, dental and vision coverage provided, or the case of self-insurance, under the

self-insurance program, will be the same as provided on December 31, 2016, unless as otherwise set forth in Appendix F. The effective date of coverage shall be the first of the month following thirty (30) calendar days of employment. All pre-existing conditions will be covered where an employee chooses during the election period to change plans, unless currently restricted by HIPAA guidelines.

Employees who enroll in either single or family coverage will pay the following monthly employee contributions for Aetna and MMO SuperMed Plus PPO effective January 1, 2018 an amount equal to ten percent (10%) of the monthly premium (COBRA equivalency), subject to the following monthly caps:

	<u>Single</u>	<u>Family</u>
Aetna	100	220
UHChoice	50	120
MMO Super Med Plus	100	220

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

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

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

The tests and assessments shall be at no cost to the employee/covered spouse. Results will be shared only with the individual employee (in the case of a covered spouse, only with that spouse) and the employee's physician (in the case of the covered spouse, only with the covered spouse's physician). Where the District is the primary provider for healthcare to the employee and the employee's spouse, both the employee and spouse must successfully complete the testing and assessment to receive the lower rate set forth in this paragraph. The testing and/or assessment shall be conducted through the employee's physician (or, if the

employee's spouse is being tested/assessed, by the spouse's physician). The physician shall complete the form attached as Appendix 13-C, *infra*. and submit that form to an independent third party mutually selected by the District and Local 860. That independent third party shall advise the District only that: (i) the employee/covered spouse has completed the above test and assessment; and (ii) the date of such completion. The District and Local 860 will jointly promote participation in these tests.

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

In addition, the following coverage shall be maintained:

Preventative care-100% covered-for all services and frequencies per specified age/gender guidelines, and where no specific frequency/age/gender guidelines, then as determined by the doctor as to whether or not the service is preventative, in which case it shall be covered 100% by the District.

Women's Health

1. Mammogram
2. Pap Test
3. Bone mineral density test (age 60 and over)
4. HPV (ages 11-26)

Men's Health

1. Prostate Specific Antigen and digital rectal exam
2. Abdominal Aortic Aneurysm (age 65 and over)

General

1. Fecal occult blood test (annual)
2. Flexible Sigmoidoscopy (every 5 years)
3. Colonoscopy (every ten years)
4. Diabetes Fasting glucose (sugar)
5. Cholesterol (every 5 years)

The level of benefits is summarized in Appendix F, *infra*.

13.2.2. Prescription Drug Plan. All employees will be covered by a prescription drug program administered through a provider mutually agreeable to the parties. All employees covered by any medical plan will be covered by the Prescription Drug Plan as summarized in Appendix F, *infra*. The level of benefits shall be the same as provided in the previous Collective Bargaining Agreement between the District and Local 860 as provided by Medical Mutual of Ohio.

13.2.3. Health Care Coverage Stability. With the concurrence of Local 860, the District may drop, add or substitute any health care provider during the term of this Agreement. If the District wishes to add any new providers, Local 860 will be involved in the bidding process and the selection of providers.

13.3. Vision Care. All employees will be covered by a vision care program administered through a provider mutually agreeable to the parties. The District will continue to pay for a Vision Care Program for all employees represented by the Union and to provide a level of benefit through United Healthcare, whereby, for a forty-five dollar (\$45.00) employee co-payment, all other costs will be covered, and coverage shall be the same as provided in the previous Collective Bargaining Agreement between the District and Local 860 as provided by United Healthcare, and summarized Appendix F, *infra*.

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

A. Basic Plan. The District will provide for all employees a dental insurance plan with single or family coverage as required by each individual employee. The level of benefits are summarized in Appendix F, *infra*.

B. Enhanced Plan. The District shall continue to offer an enhanced dental plan, which benefits are modified effective January 1, 2018, and as summarized in Appendix F, *infra*. Employees who elect enhanced coverage shall pay the contribution amounts set forth in Appendix F, *infra*, via payroll deduction.

13.5. Open Enrollment and Hard Audit. Unless otherwise agreed by the District and Local 860, open enrollment shall be the entire month of November for coverage effective January 1 of the following year. During the open enrollment period, or earlier if the District and Local 860 so agree, the District shall have the right to conduct a hard audit, as described herein,

requiring employees to produce acceptable documentation to establish eligibility for coverage for the employee as well as any claimed dependents and/or spouse. The required documentation may include, but it not limited to, birth certificates, custody decrees, marriage licenses, working spousal coverage, and/or verification of student status. The District and Local 860 have agreed that the District will commence a hard audit prior to the November, 2018 open enrollment period. That process will begin with announcements to employees in September, 2018.

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

13.7. Mental Health, Drug Abuse And Alcoholism. Coverage for in-patient and out-patient services for mental health, drug abuse and alcoholism treatment shall remain unchanged in all plans as such coverage existed on June 30, 2016, and as summarized in Appendix F, infra.

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

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

13.10. Section 125 Plan.

A. The District shall continue to provide a “Cafeteria Plan” which will: (a) allow employees who make employee contributions for health care coverage to elect to do on a pre-tax basis, (b) allow employees to elect to receive additional cash in lieu of Board paid health care coverage (as set forth herein), and (c) allow employees to elect to participate in the dependent care and medical care flexible spending accounts (“FSAs”) described below.

B. The Cafeteria Plan will be designed to meet the requirements of Internal Revenue Code (“IRC”) Section 125 and applicable regulations. Accordingly, each bargaining unit member will have an opportunity on an annual basis in November to enroll in the Cafeteria Plan. The election to participate may not be revoked during the current plan year unless there is a change in the employee’s circumstances that, in accordance with IRC Section 125, permits the employee to change his or her election under the plan (e.g., divorce, death of spouse, change in

employment status, a child losing eligibility for coverage, a court order requiring coverage, or other enrollment rights consistent with federal law). Details of the Cafeteria Plan will be provided on an annual basis at the time of enrollment and will also be available through the Human Relations Department.

C. Under the Cafeteria Plan, each employee will be allowed to make a pre-tax "salary reduction" election up to the maximum amount allowable under IRC Section 129, and receive a corresponding credit under a child care/dependent care FSA. Under the dependent care FSA, reimbursement may be received for dependent care expenses described in IRC Section 129.

D. In addition, each bargaining unit member will be allowed to make a separate pre-tax "salary reduction" election up to a maximum amount allowed, but in no amount greater than the established IRS limit for that tax year, and receive a corresponding credit under a health care FSA. Under the health care FSA, reimbursement may be received for medical (including dental and vision care) expenses (under IRC Section 213) that are not otherwise reimbursable by the health care plans of the District or of another employer.

E. Medical Care Flexible Spending Account. (FSAs) will each have a \$500 non-expiring carry forward limit as defined by the IRS.

F. Employees may also elect (on forms prescribed by the District) to pay up to \$50,000 worth of life insurance per year with before-tax dollars through the District's Section 125 Plan, consistent with applicable federal law.

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

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

13.13. Health Care Subcommittee. A health care subcommittee shall be established with five (5) members appointed by the CEO and five (5) members appointed by the Local 860 Business Manager. Additional representatives may be invited to attend by agreement of the management and union representatives. The subcommittee shall review and make recommendations to the CEO and the Local 860 Business Manager regarding any terms and conditions set forth in this Article, including, without limitation: (1) mandatory reenrollment; (2)

selection of a Pharmacy Benefit Manager and review of that vendor's performance; (3) modifications to any portion of the article that will enhance benefits and/or control costs. Changes could include increased use of mail order prescriptions, drug deductibles, and such other modifications as the subcommittee may want to consider; and (4) such other matters as the subcommittee may elect to explore.

Should the Subcommittee propose or recommend a change in any benefit level set forth in this Article, the change requires the approval of the CEO and the Local 860 Business Manager.

The Health Care Subcommittee, no later than thirty (30) calendar days after the collective bargaining agreement has been ratified by the Union's membership and formally approved by the District's Board, shall meet with all current vendors and explore additional savings, including, without limitation: (i) reviewing with all medical vendors all wellness and disease management programs currently in place that are without additional cost to the District, and mutually agree, which, if any, to pursue; (ii) explore retaining an outside third party wellness provider that will put its entire fee at risk based upon meeting Return on Investment targets (verified by an independent actuary); (iii) review whether restricted formularies or restricted retail networks may be appropriate to implement; and (iv) such other initiatives as the parties mutually agree.

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

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

13.15. Hard Audit. During the open enrollment period, the District shall have the right to conduct a hard audit requiring employees to produce acceptable documentation to establish eligibility for coverage for the employee as well as any claimed dependents and/or spouse. The

required documentation may include, but is not limited to, birth certificates, custody decrees, marriage licenses, working spousal coverage, and/or verification of student status.

ARTICLE 14
PENSION-STATE 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 employees excluding pre-employment information shall be open for inspection to each employee upon request. The employee may have a representative of the Union present while he reviews his files.

15.0.1. Right To Review All Derogatory Material Before Inclusion Into File. No material derogatory to an employee's conduct, service, character, or personality shall be placed in the file unless the employee has an opportunity to read the material. The employee shall acknowledge that 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 employee refuses to sign, the District shall have a witness, in addition to an immediate Supervisor, attest in writing to the employee's refusal.

15.0.2. Right To Know And Receive Copy Of Anything In File. The employee 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 employee, he shall be permitted to examine his file, other than pre-employment reference material. 15.0.4.

15.0.4. Right To Answer Any Charge. The employee 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 employee receives pay for extra duties, in-service meetings, covering classes, differentials, etc., the amount for each item shall be identified by a code on each pay stub.

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

15.1.3. New Payroll System. The Cleveland 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. Employees must provide accurate contact information, including mailing address and telephone number. No Post Office boxes will be accepted.

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

ARTICLE 16 DISCIPLINE

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

16.1. Progressive Discipline. The purpose of discipline is to improve the work performance and conduct of the employee affected. Accordingly, progressive discipline shall apply, consistent with the District's right to bypass any or all steps of progressive discipline, depending upon the nature of the offense.

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

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

- b. Progressive discipline – Progressive discipline shall apply, consistent with the District’s right to bypass any or all steps of progressive discipline, depending upon the nature of the offense.
- c. The process for termination or suspension of any bargaining unit member without pay for good and just cause shall be as follows:
 - 1. If the administrator determines after preliminary investigation that a bargaining unit member may have engaged in conduct that could lead to a recommendation for termination or suspension without pay then bargaining unit member is entitled to a fact-finding. The administrator shall have twenty work days after knowledge of the alleged violation to complete the preliminary investigation and notify the member of his/her determination that the member may have engaged in conduct that could lead to either a termination or suspension without pay.
 - 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 within thirty (30) days of receiving the recommendation for discipline.
9. The Board can adopt or modify the recommendation but cannot impose more severe discipline.
10. The Board shall notify the bargaining unit member and the Union of its decision.
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.

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

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

ARTICLE 17 GRIEVANCE PROCEDURE, ARBITRATION, NO STRIKE – NO LOCKOUT

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

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

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

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

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

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

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

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

GRIEVANCE PROCEDURE

Grievances shall be resolved as follows:

STEP ONE:

If a dispute arises between the parties as to the meaning or interpretation or application of any provision of this Agreement or a claim or complaint based on an event which affects a term or condition of employment, an aggrieved employee and/or Union representative shall present a written grievance to the Deputy Chief of Business Operations within thirty (30) days of when the employee knew or should have known of the event giving rise to the grievance. The Deputy Chief of Business Operations shall take the necessary steps to consider the merits of the grievance. The Deputy Chief of Business Operations shall have six (6) working days in which to adjust the matter. If the Deputy Chief of Business Operations is the cause of the grievance, this first step shall be heard by another person designated by the Director of Labor Relations, or the Union or grievant can have the matter proceed directly to Step 2. The written grievance answer shall be delivered to the Union and grievant within six (6) working days of the hearing and shall state the rationale for the decision.

STEP TWO:

If the matter is not satisfactorily adjusted at Step One within six (6) working days, then the grievance shall be presented within six (6) additional working days to the Director of Labor Relations by the Union or the employee, unless no Step One decision has been timely rendered, in which case, the Union or the employee shall have the option to wait until such time as the Step One decision is rendered or the Union or the employee decides to proceed to Step Two. The District has the right to postpone a decision with written notification to the Union with a mutually agreed upon timeline for rendering of the decision. A Step Two meeting shall be held within six (6) working days after presentation of the written grievance among the Director of Labor Relations, the grievant and Union Representatives, to fully discuss the grievance. Both sides shall present evidence either by witnesses or by signed affidavit or affirmation to address the issues raised in the grievance, provided however, where the subject of the grievance is termination, the District is required to present its evidence with respect to the employee's alleged wrongdoing by witnesses only, where possible (excluding students). Within ten (10) working days after the hearing, a written response to the grievance shall be sent to the grievant and the Union, stating the specific grounds for, evidence regarding and rationale for the decision.

STEP THREE:

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

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

1. Grievances which have been appealed to arbitration may be referred to mediation if both the Union and the District agree. The mediation conference with respect to a particular grievance shall be scheduled in the order in which the grievance is appealed to mediation with the exception of suspension or discharge grievances which shall have priority.
2. Promptly after both parties have agreed to mediate, either party, by mutual agreement, shall notify FMCS and mutually agreeable arrangements shall be made for the conference.

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

1. The grievant is entitled to attend the mediation.
2. The parties must waive any time limits in their labor agreement while the grievance mediation step is being utilized.
3. The grievance mediation process is informal and the rules of evidence do not apply. No record, stenographic or tape recordings of the meetings will be made.
4. The mediator's notes are confidential and will be destroyed at the conclusion of the grievance mediation meeting. FMCS is a neutral agency created to mediate disputes and maintains a policy of declining to testify

for any party, either in court proceedings or before government regulatory authorities.

5. The mediator will use problem solving skills to assist the parties, including joint and separate caucuses.
6. The mediator has not authority to compel a resolution.
7. If the parties cannot resolve the problem, the mediator may provide the parties in joint or separate session with an oral advisory opinion.
8. If the parties cannot resolve the grievance, they may proceed to arbitration according to the procedures in this Agreement.
9. Nothing said by the parties during a grievance mediation, nor any documents prepared for a mediation session can be used during arbitration proceedings.
10. The parties must agree to hold FMCS and FMCS Commissioners harmless for any claim or damages arising from the mediation process.
11. Expedited Grievance Procedure- In the event a bargaining unit member is suspended for ten (10) working days or less, the bargaining unit member may omit STEP 1 of the grievance procedure and file a written request with the Director of Labor Relations, for a STEP 2 hearing, which shall take place within forty-eight (48) hours after said filing.

STEP FOUR:

A. If the matter is not resolved at Step Two, the Union shall have the right within thirty (30) work days of the date the Step Two answer is received by the Grievant to submit the matter to arbitration by informing the District that the matter is to be arbitrated. The fees and expenses of the arbitrator and the cost of the arbitration shall be borne equally by the District and the Union. The Union shall pay for its arbitration witnesses.

B. The arbitrator shall render a written decision and award resolving the controversy and ordering all appropriate relief. The decision and award of the arbitrator shall be final and binding on the District, the Union, and the employees' affected. The arbitrator is prohibited from making any decision or award adding to or subtracting from or modifying in any way the provisions of this Agreement or which is contrary to law.

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

D. An arbitrator will be selected from the FMCS in accordance with the voluntary labor arbitration rules.

E. The Union has the right to expedited arbitration for any non-class action issue for which the District may immediately impose discipline pursuant to Step III, Paragraph 11 of this Article. Upon such declaration, the Union and the District will make immediate (within 24 hours) arrangements with the Federal Mediation and Conciliation Service for the expedited arbitration procedure and such procedure shall begin as soon as the Federal Mediation and Conciliation Service can initiate a hearing. It shall be the specific request of both the Union and the District to have a decision within seven (7) days of the hearing. Notwithstanding anything to the contrary above, the parties may by mutual written agreement, choose another expedited arbitration procedure.

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

G. 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.

ARTICLE 18
SPECIAL PROVISIONS FOR STATION WAGON DRIVERS
AND GARAGE EMPLOYEES

18.0. **Determination Of Runs For Station Wagon Drivers.** All runs to be handled by station wagon drivers shall be posted prior to the opening of school each year. Drivers shall bid on the runs, with the employee who has been a driver the longest having his/her first choice of runs. After drivers have selected their runs, they shall retain their selected runs for the full school year. Any driver position that becomes open during the year shall be posted immediately and all station wagon drivers shall be given an opportunity to bid. The position remaining vacant after the drivers have bid shall be filled by means of the preferential lists.

18.1. Leaves Of Absence For Garage Employees. Garage employees may be allowed leaves of absence with pay to attend schools or training courses that would be beneficial to their job-related skills.

18.2. Agreement Generally Applicable To Garage Employees. All items in this Agreement shall apply to garage employees wherever applicable.

ARTICLE 19
TRAINING AND PREVENTATIVE MAINTENANCE
APPLICABLE TO ONLY LABORERS

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

19.1. The District will conduct in-building training programs, during regularly scheduled hours to increase the skills of assistant custodians and laborers concerning preventative maintenance, energy conservation, and supervisory training. Participation in these training programs is not compulsory for laborers.

19.2. The laborers who participate in the training classes required by the District will be compensated at their normal rate of pay for the time that they are in the training classes.

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

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

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

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

19.7. District management, with input from the Union, in a committee structure, shall develop a training program for assistant custodians and laborers. The focus of the program will be preventive maintenance, energy conservation, supervisory training and related building maintenance topics. The committee shall be comprised of three (3) members of management and three (3) members of the Union. The committee shall establish the guidelines and the content of the training program.

19.8. Implementation date – March 1, 1994.

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

ARTICLE 20 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 21 EMPLOYEE DISCLOSURE REQUIREMENTS

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

20.0.1. 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 NCFO Local 860 member

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

20.0.2. 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 NCFO Local 860 member charged with a non-Senate Bill 38 offense occurring on District property or while on duty shall be placed on unpaid administrative leave during the pendency of the criminal proceedings. The member's health benefits shall remain intact during the unpaid administrative leave with the employee contributing the employee's share. During the pendency of criminal proceedings, the District shall not take any disciplinary action against the NCFO Local 860 member relative to the pending charges. If the NCFO Local 860 member is found not guilty or charges are dismissed, the District must reinstate the NCFO Local 860 with full back pay and benefits. However, nothing precludes the District from immediately initiating disciplinary action up to and including termination consistent with the terms of the labor agreement. For non-Senate bill 38 offenses that occur off District property and while the member is off duty, the employee will remain in pay status with full benefits during the pendency of the criminal proceedings.

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

20.2. Disclosure of Arrest Warrants. Employees knowledgeable of outstanding arrest warrants must notify the District of the warrant and resolve the warrant as expeditiously as possible. An employee may use a vacation day or a restricted special privilege leave day to

resolve the warrant; otherwise, an employee arrested on a warrant will not be allowed to return to pay status until submission of documentation that the warrant has been resolved.

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

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

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

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

ARTICLE 22 DRUG TESTING POLICY

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

An employee may be referred for such fitness for duty screening if two (2) referring supervisors who have received drug/alcohol abuse education have a reasonable suspicion that the employee is then under the influence of alcohol or a controlled substance. The demand for a

urine, blood or breath specimen shall be made based only upon specific, objective facts, and reasonable inferences drawn from those facts in light of experience, that the employee is then under the influence of drugs or alcohol so as to endanger fellow employees, the public, or otherwise adversely impact on the employee's ability to perform his or her job duties. In addition, employees may be referred for mandatory urine, blood or breathalyzer tests to determine substance abuse as part of a disciplinary probation for employees who have violated the District's drug and alcohol rules.

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

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

The results of a drug 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:

- a. The person has a concentration of ten-hundredths (10/100) of one-percent (1%) or more by weight of alcohol in his blood;
- b. The person has a concentration of ten hundredths (10/100) of one (1) gram or more by weight of alcohol per two hundred ten (210) liters of his breath;
- c. The person has a concentration of fourteen-hundredths (14/100) of one (1) gram or more by weight of alcohol per one hundred (100) milliliters of his urine.

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

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

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

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

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

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

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

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

ARTICLE 23
ATTENDANCE POLICY

ATTENDANCE CONTROL

MEMORANDUM OF UNDERSTANDING

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

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

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

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

Attendance Incentive and Absence Management

Purpose

Regular, reliable and prompt attendance is essential for the functioning of the District and supports our District values. Poor attendance makes it difficult for the District to function effectively and has a negative impact on student achievement. Additionally, employees who do not maintain regular, reliable and prompt attendance place a hardship on other employees who must cover their absence. While some allowances may be made for situations beyond the control

of the employee, unexcused absenteeism, tardiness, early departure or failure to report absence or tardiness, will be cause for disciplinary action, up to and including termination.

Attendance Incentive

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

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

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

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

Absence and Tardiness Infraction Policy

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

Definitions

Excused Absence

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

Unexcused Absence/Tardy

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

Pattern Absence/Tardy Abuse

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

Excessive Absenteeism/Tardiness

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

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

Telemedicine/Minute Clinic

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

Tardiness/Early Departure

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

arriving late or leaving work early, along with any supporting documentation, within one day of the employee's return to work.

Employee Required to Provide Notification to Supervisor/Lead Person

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

Absence Reporting

Absence reporting is the duty of each employee to report his/her absence or tardiness to their supervisor/lead person prior to the start the employee's work day and to report a need for early departure to their supervisor/lead person as soon as the employee knows that he/she will need to leave work early.

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

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

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

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

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

Employees who will be absent in the morning only should notify the depot of their intent to return to work for the afternoon shift. A supervisor may deny an employee the right to return

to work in the afternoon if the employee did not indicate this intention when reporting the absence. If an employee is allowed to return to work after failing to report afternoon presence, a supervisor may assign the employee to other duties than the assigned route.

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

Absence Occurrence

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

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

Progressive Discipline for Absence, Tardy or Early Departure Infractions

Disciplinary Action Steps

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

Step One: Counseling/Verbal Warning

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

Step Two: Written Reprimand

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

Step Three: Three Day Suspension Without Pay

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

Step Four: Five Day Suspension Without Pay

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

Step Five: Termination

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

Disciplinary Action Track for Attendance Abuse-Infractions

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

for a tardiness issue would receive a second level warning for an attendance issue that warrants disciplinary action.

Length of Time Disciplinary Action Remains Active

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

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

ARTICLE 24 **RETURN TO WORK / TRANSITIONAL WORK PROGRAM**

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

Option A

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

Option B

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

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

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

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

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

Compensation claim will be filed for payment of medical benefits through the Bureau of Workers' Compensation. Paid leave shall be granted for a period of time as recommended by a Provider from the CMSD Preferred Provider Panel not to exceed two (2) years, during which time the employee will remain on the District's payroll, provided proof of continued disability is submitted. Such proof shall be accompanied by a "statement of attending physician" setting forth the illness or injury, work restrictions, if any, estimated duration of disability, and estimated return to work date. Attending physician statements must be submitted to the District within forty-eight (48) hours of treatment. Should these requirements not be fulfilled by the employee, a request for wage continuation extension may not be considered. All benefits, including insurance, will continue during the duration of the Wage Continuation Program.

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

24.1.3. Employee Reporting Requirements. Notice of intent to participate in the CMSD Wage Continuation Program must be given within three (3) work days of the injury. Otherwise, an injured worker who does not choose Option A will be placed in Option B.

24.1.4. Re-injury Provisions. If an employee returns to full duty work for less than six (6) months and then is disabled at a later date due to the same injury, he/she may request to reactivate the Wage Continuation Program provided 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.

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

- a. his/her sick leave accumulation and other accrued time; or
- b. 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.

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

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

24.1.7. Return to Work under Program. At all times during leave under this article, the employee will remain required to provide medical documentation and cooperate with the procedures of the CLEVELAND METROPOLITAN SCHOOL DISTRICT Return to Work/Transitional Work Program. An employee electing to participate in the CLEVELAND METROPOLITAN SCHOOL DISTRICT Wage Continuation Program, who returns to work during leave granted under Option A, will be reinstated to his/her former job classification (subject to any medical restriction(s) identified by the Physician).

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

24.1.9. Removal from the Program. An employee electing not to be treated by CMSD's Preferred Provider Panel physician or who elects not to follow that physician's recommended program and go only to the physician of their choice shall not be entitled to participate in the Wage Continuation Program as described above (Option A). Such an employee electing not to participate in the Wage Continuation Program will be removed from payroll and will be placed on an approved unpaid Workers' Compensation leave of absence. Any and all work-related injury claims will be processed through and conform with the Workers' Compensation Act. The District and employee will retain their respective rights to pursue/defend any claims under the Workers' Compensation Act, including but not limited to CMSD's right to offer work within the employee's work restrictions and CMSD's right to have the employee examined by a physician of its own choosing.

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

24.2. OPTION B – UNPAID WORKERS' COMPENSATION LEAVE.

24.2.1. Continuation of Benefits. An employee's eligibility for continuation of insurance benefits will be for the length of time the employee is eligible to receive temporary total disability or the length of the unpaid Workers' Compensation leave under this provision, whichever is less. Insurance benefits will also be continued during utilization of any sick leave

accumulation and other accrued time. The employee is responsible for the payment of the full cost of such wage continuation.

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

24.3. CMSD Transitional Work Committee. Such Return to Work/Transitional Work Program is a cooperative effort between labor and management, mutually agreed upon, and may be amended only upon the consent of the joint CLEVELAND METROPOLITAN SCHOOL DISTRICT-Transitional Work Committee. Local 860 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 25 DURATION OF AGREEMENT

Except as otherwise provided herein, this Agreement shall be effective July 1, 2017 through June 30, 2019. The parties shall begin negotiations on a successor agreement beginning April 15, 2019, 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, 2019, and no later than the first Monday in June, 2019. Nothing in this Agreement shall preclude the parties from agreeing to an alternative dispute resolution procedure different from this one.

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

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 27
CAPTIONS AND PARAGRAPH HEADINGS

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

ARTICLE 28
SAVINGS CLAUSE

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

ARTICLE 29
ME-TOO PROVISION

If any other Union executes a contract with the Board providing for any across-the-board base wage increases greater than 2.75% for the period July 1, 2017 through June 30, 2018, or for the period July 1, 2018 through June 30, 2019, then members of Laborers' Local 860 will receive the same increase in their compensation. This provision will not be triggered by any equity or market adjustments to the pay rate for specific, individual job classifications in another bargaining unit's contract, provided that the across-the-board increases are not greater than 2.75%.

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

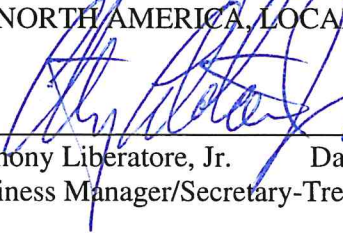
CLEVELAND METROPOLITAN
SCHOOL DISTRICT

By: 
Eric Gordon
Chief Executive Officer

Date

8/17/2021

LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA, LOCAL 860

By:  6-1-2021
Anthony Liberatore, Jr.
Business Manager/Secretary-Treasurer

Date

APPENDIX A

Laborers Salary Schedule

Classified Hourly Rate Schedule 2017 – 2018

2.75% Increase

Effective July 1, 2017

<u>Job Class</u>	<u>Title/Step</u>	<u>Hourly Rate</u>
650490	Laborer II – 90 Day Probationary	15.65
650500	Laborer – Step 1	15.93
650500	Laborer – Step 2	16.20
650500	Laborer – Step 3	16.51
650500	Laborer – Step 4	16.79
650500	Laborer – Step 5	17.25
650500	Laborer – Step 6	17.49
650560	Laborer – Step 7	17.82

Laborer IV

An in-charge increment of \$.64 per hour is to be paid in addition to the normal Laborer rate when a laborer is:

1. Appointed as a vehicle driver; or
2. Appointed as a Building/Field Laborer; or
3. Appointed by the labor foreman to the ash crew; or
4. Assigned by the labor foreman to a rug cleaning detail; or
5. Assigned by the labor foreman to work on furniture crews; or
6. Assigned by the labor foreman as in charge of a temporary labor detail of four (4) or more laborers; or

7. Assigned as one (1) laborer to assume the duties of the absent regularly assigned assistant custodian. This applies only if no other assistant custodian is on duty; or
8. Assigned to perform work at a higher classification, carrying a higher maximum rate.

Laborer V

A. An in charge increment of \$1.26 per hour is to be paid in addition to the normal Laborer rate when a laborer is:

1. Appointed as a laborer Athletic Field Laborer In Charge; or
2. Appointed as a labor dispatcher.

General Provisions Regarding Increments

1. An afternoon and nighttime shift increment of \$.50 per hour shall be received by second shift (afternoon) and third shift (evening) employees.
2. A weekend increment of \$.50 per hour shall be paid for all hours worked between Friday midnight and Sunday midnight. On any Sunday or Holiday shift that laborers are present and working, they shall be paid at a rate of time and one-half. A shift qualifies if one-half or more of the shift hours are on a Sunday or Holiday. Qualifying shifts are not also eligible for weekend increments.
3. No employee is to receive both an afternoon or night shift differential and a weekend differential, i.e. no pyramiding will be permitted.
4. A \$.61 per hour increment shall be paid to any laborer who is assigned to and works in an elementary school building operating a breakfast, a bag lunch, and/or a hot lunch program. This shall apply for non-overtime hours worked. Only a breakfast and hot lunch program may be pyramided.

Classified Hourly Rate Schedule 2018 – 2019

2.75% Increase
Effective July 1, 2018

<u>Job Class</u>	<u>Title / Step</u>	<u>Hourly Rate</u>
650490	Laborer II - 90 Day Probationary	16.08
650500	Laborer - Step 1	17.25
650500	Laborer - Step 2	17.49

Step increase on the above schedule become effective July 1st of each year for employees who have completed a minimum six (6) months service in the previous year. Effective July 1, 2017, the step rates shall be increased by 2.75% and shall be frozen at those rates. Effective July 1, 2018, Laborers on Steps 1-4 shall be moved to Step 5 and Steps 1-4 shall be eliminated. Effective July 1, 2018, Laborers on Steps 5-6 shall be moved to Step 7. Those employees receiving a raise effective July 1, 2018 due to the elimination of the steps, will receive the greater of the percentage increase due to the elimination of the steps or the 2.75%. Individuals at Step 7 prior to July 1, 2018, shall receive a 2.75% raise. Effective June 29, 2019, Laborers on Step 5 shall be moved to Step 7 and all steps shall be eliminated.

Laborer IV

An in-charge increment of \$.66 per hour is to be paid in addition to the normal Laborer rate when a laborer is:

1. Appointed as a vehicle driver; or
2. Appointed as a Building/Field Laborer; or
3. Appointed by the labor foreman to the ash crew; or
4. Assigned by the labor foreman to a rug cleaning detail; or
5. Assigned by the labor foreman to work on furniture crews; or
6. Assigned by the labor foreman as in charge of a temporary labor detail of four (4) or more laborers; or
7. Assigned as one (1) laborer to assume the duties of the absent regularly assigned assistant custodian. This applies only if no other assistant custodian is on duty; or
8. Assigned to perform work at a higher classification, carrying a higher maximum rate.

Laborer V

A. An in charge increment of \$1.29 per hour is to be paid in addition to the normal Laborer rate when a laborer is:

1. Appointed as a laborer Athletic Field Laborer In Charge; or
2. Appointed as a labor dispatcher.

General Provisions Regarding Increments

1. An afternoon and nighttime shift increment of \$.51 per hour shall be received by second shift (afternoon) and third shift (evening) employees.

2. A weekend increment of \$.51 per hour shall be paid for all hours worked between Friday midnight and Sunday midnight. On any Sunday or Holiday shift that laborers are present and working, they shall be paid at a rate of time and one-half. A shift qualifies if one-half or more of the shift hours are on a Sunday or Holiday. Qualifying shifts are not also eligible for weekend increments.
3. No employee is to receive both an afternoon or night shift differential and a weekend differential, i.e. no pyramiding will be permitted.
4. A \$.62 per hour increment shall be paid to any laborer who is assigned to and works in an elementary school building operating a breakfast, a bag lunch, and/or a hot lunch program. This shall apply for non-overtime hours worked.. Only a breakfast and hot lunch program may be pyramided.

Transportation Salary Schedule

Laborers' Local Union No. 860

Effective July 1, 2017

<u>Job Class</u>	<u>Title/Step</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Hourly In-Charge Differential</u>	<u>Hourly Shift Differential*</u>
550280	Garage Mechanic	22.10	N/A	2.00	0.59
550290	Garage Mechanic Helper	20.99	N/A	N/A	0.59
650800	Elevator Operator	12.32	15.37	N/A	N/A
450470	Transportation Telephone Aide	12.84	N/A	N/A	N/A
650700	Parts Counterman	21.00	N/A	N/A	N/A
550295	Upholsterer	21.00	N/A	N/A	N/A
550296	Transportation Dispatcher	18.89	N/A	N/A	N/A

* This differential is added to the base hourly rate for afternoon and night shifts.

N/A – Not Applicable

Garage mechanic and garage mechanic helpers: Hours in excess of eight (8) per day shall be paid at time and one-half. Sunday and holiday work shall be paid at a double time rate.

Afternoon and night shift differentials shall be \$.59 per hour. The in-charge garage mechanic will be paid an additional \$2.00 per hour.

Laborers' Local Union No. 860

Effective July 1, 2018

<u>Job</u> <u>Class</u>	<u>Title / Step</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Hourly</u> <u>In-Charge</u> <u>Differential</u>	<u>Hourly</u> <u>Shift</u> <u>Differential*</u>
550280	Garage Mechanic	22.71	N/A	2.0	0.61
550290	Garage Mechanic Helper	21.57	N/A	N/A	0.61
650800	Elevator Operator	12.66	15.79	N/A	N/A
450470	Transportation Telephone Aide	13.19	N/A	N/A	N/A
650700	Parts Counterman	21.58	N/A	N/A	N/A
550295	Upholsterer	21.58	N/A	N/A	N/A
550296	Transportation Dispatcher	19.41	N/A	N/A	N/A

* This differential is added to the base hourly rate for afternoon and night shifts.

N/A - Not Applicable

Garage mechanic and garage mechanic helpers: Hours in excess of eight (8) per day shall be paid at time and one-half. Sunday and holiday work shall be paid at a double time rate. Afternoon and night shift differentials shall be \$.61 per hour. The in-charge garage mechanic will be paid an additional \$2.00 per hour.

APPENDIX B

Longevity Anniversary Increments

Years of Service Completed	Increment Annual Base Salary	Increment Hour Base
20 years	\$ 854.88	\$.41
25 years	\$ 1,859.36	\$.89
30 years	\$ 3,077.57	\$ 1.48
35 years	\$ 4,594.98	\$ 2.21

APPENDIX C

Laborer Seniority Listing – By Seniority

<u>NAME</u>	<u>SENIORITY DATE & NUMBER</u>	
TORRES, JOHN	08/21/1972	6
DIETRICH, RICHARD	06/24/1974	7
WASIK, MICHAEL	01/10/1977	9
WIRT, JOE	08/10/1977	10
JONES, THEODIES	04/09/1979	12
RUTHERFORD, ROBERT	06/06/1979	15
BUTLER, RICHARD	06/11/1979	16
MILLS, ISIAH	08/30/1979	18
MARTIN, FREDERICK	07/21/1986	21
MARSHALL, BRIAN	08/18/1986	22
STOKES, DARRELL	02/24/1999	24
BERGEL, FRANCIS	06/30/1999	25
<u>PENDING REACTIVATION</u>		
<u>RECALL LIST</u>		
PAYNE JR, PHILLIP	10/30/1999	1
REDDIX JR, ARCHIE	5/2/2000	5
MOSS, RANDY	1/4/2003	11

APPENDIX D

Local 860 Lead Mechanics Seniority List

Name	Class Date	Board Date
STEVEN S. SOMODJI	08-23-1999	08-23-1999
JONATHAN R SHUTTY	09-29-2003	09-29-2003
JUSTIN KOBAK	05-21-2007	05-21-2007

Local 860 Mechanics Seniority List

<u>Name</u>	<u>Class Date</u>	<u>Board Date</u>
ELLISON A. DONERSON	01-06-1980	03-26-1979
ROY DENISON	07-21-1980	07-21-1980
TERANCE JONES	08-11-1986	08-11-1986
ALBERT A. BIHARI	08-09-1989	05-12-1980
PAUL HUSZARK	04-18-1994	04-18-1994
TERRENCE M. KELLY	08-21-2000	08-21-2000
JOHN KODEK	11-13-2006	11-13-2006
SULIM FUDZL	05-14-2007	05-14-2007
JOSEPH BONGIVONNI	05-21-2007	05-21-2007
RYAN CATHCART		
WILLIAM WERNER		

Local 860 Mechanic Helpers Seniority List

<u>Name</u>	<u>Class Date</u>	<u>Board Date</u>
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Local 860 Parts Counterman Seniority List

<u>Name</u>	<u>Class Date</u>	<u>Board Date</u>
FISCHER RICHARD	04-16-1997	04-16-1997

APPENDIX E

Permit E-1 to E-2

APPENDIX F

HEALTH BENEFITS

Medical Benefit Summary

Benefits	UHChoice Network Only (No coverage if outside UHChoice, except in emergency)	AETNA Network / Non-Network	MMO -SUPERMED PLUS PPO Network / Non-Network
Hospital Services (Emergency Co-pay (ER), Urgent Care Co-pay (UC))	\$50 Co-Pay (ER) \$25 Co-pay (UC)	\$75 Co-pay (ER) \$35 Co-pay (UC) / 70%	\$75 Co-pay (ER) \$35 Co-pay (UC) / 80%
Physician Services (Office Visit or Telemed)	\$10 Co-pay	\$20 Co-pay / 70%	\$20 Co-pay / 80%
Specialist Office Visit	\$25.00	\$30.00/70%	\$30.00/80%
Physician Services (Surgery, 2 nd Surgery Opinion)	100%	100% / 70%	100% / 80%
Physician Services (X-Ray & Lab)	100%	100% / 70%	100% / 80%
Prescription Drug – Generic Formulary Non-Formulary	\$ 5 Co-pay \$ 10 Co-pay \$ 10 Co-pay	\$ 5 Co-pay \$15 Co-pay \$20 Co-pay	\$ 5 Co-pay \$15 Co-pay \$20 Co-pay
Contraceptives	Covered	Covered	Covered
Mail Order /Days Supply per prescription	90 Days	90 Days	90 Days
Generic Formulary Non-Formulary	\$ 5 Co-pay \$ 10 Co-pay \$ 10 Co-pay	\$10 Co-pay \$30 Co-pay \$40 Co-pay	\$10 Co-pay \$30 Co-pay \$40 Co-pay
Physical / Occupational Therapy	\$10 Co-pay	\$15 Co-pay / 70%	\$15 Co-pay / 80%
Annual Maximum	Up to 2 months or 30 visits per therapy, whichever is greater	60 visits	60 visits
Speech Therapy	\$10 Co-pay Up to 2 months or 30 visits, whichever is greater	\$15 Co-pay / 70% 20 visits per benefit period	\$15 Co-pay / 80% 20 visits per benefit period
Mental Health (MH) and Substance Abuse (SA)			
Mental Health - In Patient	100%	100 % / 70%	100 % / 80%
Substance Abuse – In patient	100%	100% / 70%	100% / 80%
MH & SA – In patient (Combined)	Unlimited	Unlimited	Unlimited
Mental Health - Outpatient	\$10 Co-pay	\$15 Co-pay / 70% after deductible	\$15 Co-pay / 80% after deductible

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

The above chart is a broad summary of the medical and prescription drug insurance provisions. Other plan provisions and limitations may apply.
If there is a discrepancy between the plan document and this bulletin, the plan document will prevail. See Certificate of Coverage for details.

DENTAL BENEFIT SUMMARY
MetLife Insurance
Effective 1/1/18

Description	Basic		Enhanced	
Deductible	\$25 Individual / \$50 Family		\$25 Individual / \$50 Family	
Calendar Year Maximum	\$1,500 per person		\$2,500 per person	
	In-Network	Out-of-Network	In-Network	Out-of-Network
Preventative Oral Examinations – 2 per year Prophylaxis (cleanings – 2 per year Topical Fluoride Applications – to age 14 annually Bitewing X-rays – once per year Full Mouth X-rays – once every 60 months Space Maintainers for children under 14	100% of PDP Fee*	100% of R&C Fee**	100% of PDP Fee*	100% of R&C Fee**
Basic Fillings, Simple Extractions, Endodontics, Oral Surgery, Periodontics, General Anesthesia, Consultations	80% of PDP Fee*	80% of R&C Fee**	80% of PDP Fee*	80% of R&C Fee**
Major Bridges and Dentures – once every 5 years Inlays, Onlays & Crowns – once every 5 years Prosthetics (Fixed) – once every 5 years Crown Build-ups Veneers, Harmful Habit Appliance, Crown, Denture & Bridge Repair Implants (Covered under the Enhanced Plan only)-Installation once per 60 months; maintenance once per 12 months	20% of PDP Fee*	20% of R&C Fee**	80% of PDP Fee*	80% of R&C Fee**
Orthodontics – Child Only Dependents covered until age 19	20% of PDP Fee*	20% of R&C Fee**	80% of PDP Fee*	80% of R&C Fee**
Orthodontia Lifetime Maximum	\$1,500 per person	\$1,500 per person	\$2,500 per person	\$2,500 per person
<p>*PDP Fee refers to the negotiated fees that participating PDP dentists have agreed to accept as payment in full. **Reasonable and Customary charge is based on the lesser: (1) the dentist's actual charge (2) the dentist's actual charge for the same or similar services or (3) the usual charge of most dentists in the same geographical area for the same or similar service as determined by MetLife.</p>				

This Chart is a broad summary of the dental benefits provisions. Other plan provisions and limitations may apply. If there is a discrepancy between the plan document and this bulletin, the plan document will prevail.

Dental Coverage is extended to eligible dependents until age 19 or 23 if a full-time student.

This chart is a broad summary of the vision benefits provisions. Other plan provisions and limitations may apply. If there is a discrepancy between the plan document and this bulletin, the plan document will prevail

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

VISION INSURANCE BENEFITS SUMMARY

United Healthcare Optical Vision Plan (Local 860)	
Description	Employee Benefit/Co-pay
Examination One exam every 24 months for employees and dependents 19 years of age or older, and once every 12 months for employees and dependents under age 19	Exam \$0 Co-pay
Lenses / Frames One pair every 24 months for employees and dependents 19 years of age or older, and once every 12 months for employees and dependents under age 19. Covered in full, including lens options such as tinted lenses and scratch-resistant coatings	Single Vision \$45.00 Co-pay Standard Bifocals Standard Trifocals Lenticular or Aphakic Lens Frames on display
Contact Lenses One pair every 24 months for employees and dependents 19 years of age or older, and once every 12 months for employees and dependents under age 19. In lieu of spectacle lenses and a frame, employees and dependents may choose contact lenses. Cosmetic and Medically Necessary contact lenses are covered in full (up to 4 boxes of disposable lenses)	Contact lenses \$45.00 Co-pay

Dependent child coverage is provided to eligible children until age 26

[Physician Certification _____]

Date _____

[Name and Address of
Independent Third Party]

To whom it may concern:

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

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

[Name and address of Physician]

Preventive Services Covered Under the ACA | HHS.gov

ACA Appendix Insert

HHS.gov

U.S. Department of Health & Human Services

Health Care

Preventive Services Covered Under the Affordable Care Act

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

- Covered Preventive Services for Adults
- Covered Preventive Services for Women, Including Pregnant Women
- Covered Preventive Services for Children

15 Covered Preventive Services for Adults

1. Abdominal Aortic Aneurysm one-time screening for men of specified ages who have ever smoked
2. Alcohol Misuse screening and counseling
3. Aspirin use for men and women of certain ages

4. **Blood Pressure** screening for all adults
5. **Cholesterol** screening for adults of certain ages or at higher risk
6. **Colorectal Cancer** screening for adults over 50
7. **Depression** screening for adults
8. **Type 2 Diabetes** screening for adults with high blood pressure
9. **Diet** counseling for adults at higher risk for chronic disease
10. **HIV** screening for all adults at higher risk
11. **Immunization** vaccines for adults—doses, recommended ages, and recommended populations vary:
 - Hepatitis A
 - Hepatitis B
 - Herpes Zoster
 - Human Papillomavirus
 - Influenza (Flu Shot)
 - Measles, Mumps, Rubella
 - Meningococcal
 - Pneumococcal
 - Tetanus, Diphtheria, Pertussis
 - Varicella

Learn more about immunizations and see the latest vaccine schedules.

12. **Obesity** screening and counseling for all adults
13. **Sexually Transmitted Infection (STI)** prevention counseling for adults at higher risk
14. **Tobacco Use** screening for all adults and cessation interventions for tobacco users
15. **Syphilis** screening for all adults at higher risk

22 Covered Preventive Services for Women, Including Pregnant Women

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

1. **Anemia** screening on a routine basis for pregnant women
2. **Bacteriuria** urinary tract or other infection screening for pregnant women
3. **BRCA** counseling about genetic testing for women at higher risk
4. **Breast Cancer Mammography** screenings every 1 to 2 years for women over 40
5. **Breast Cancer Chemoprevention** counseling for women at higher risk

6. **Breastfeeding** comprehensive support and counseling from trained providers, as well as access to breastfeeding supplies, for pregnant and nursing women*
7. **Cervical Cancer** screening for sexually active women
8. **Chlamydia Infection** screening for younger women and other women at higher risk
9. **Contraception:** Food and Drug Administration-approved contraceptive methods, sterilization procedures, and patient education and counseling, not including abortifacient drugs”
10. **Domestic and interpersonal violence** screening and counseling for all women*
11. **Folic Acid** supplements for women who may become pregnant
12. **Gestational diabetes** screening for women 24 to 28 weeks pregnant and those at high risk of developing gestational diabetes*
13. **Gonorrhea** screening for all women at higher risk
14. **Hepatitis B** screening for pregnant women at their first prenatal visit
15. **Human Immunodeficiency Virus (HIV)** screening and counseling for sexually active women*
16. **Human Papillomavirus (HPV) DNA Test:** high risk HPV DNA testing every three years for women with normal cytology results who are 30 or older*
17. **Osteoporosis** screening for women over age 60 depending on risk factors
18. **Rh Incompatibility** screening for all pregnant women and follow-up testing for women at higher risk
19. **Tobacco Use** screening and interventions for all women, and expanded counseling for pregnant tobacco users
20. **Sexually Transmitted Infections (STI)** counseling for sexually active women”
21. **Syphilis** screening for all pregnant women or other women at increased risk
22. **Well-woman visits** to obtain recommended preventive services*

Learn more about Affordable Care Act Rules on Expanding Access to Preventive Services for Women.

(Effective August 1,2012)

26 Covered Preventive Services for Children

1. **Alcohol and Drug Use** assessments for adolescents
2. **Autism** screening for children at 18 and 24 months
3. **Behavioral** assessments for children of all ages Ages: 0 to 11 months 1 to 4 years 5 to 10 years 11 to 14 years 15 to 17 years.
4. **Blood Pressure** screening for children Ages: 0 to 11 months 1 to 4 years 5 to 10 years 11 to 14 years 15 to 17 years.
5. **Cervical Dysplasia** screening for sexually active females
6. **Congenital Hypothyroidism** screening for newborns
7. **Depression** screening for adolescents
8. **Developmental** screening for children under age 3, and surveillance throughout childhood
9. **Dyslipidemia** screening for children at higher risk of lipid disorders Ages: 1 to 4 years 5 to 10 years 11 to 14 years 15 to 17 years.
10. **Fluoride Chemoprevention** supplements for children without fluoride in their water source
12/18/2016 Preventive Services Covered Under the ACA I HHS.gov
11. **Gonorrhea** preventive medication for the eyes of all newborns
12. **Hearing** screening for all newborns
13. **Height, Weight and Body Mass Index** measurements for children Ages: 0 to 11 months 1 to 4 years 5 to 10 years 11 to 14 years 15 to 17 years.
14. **Hematocrit or Hemoglobin** screening for children
15. **Hemoglobinopathies** or sickle cell screening for newborns
16. **HIV** screening for adolescents at higher risk
17. **Immunization** vaccines for children from birth to age 18 —doses, recommended ages, and recommended populations vary:
 - Diphtheria, Tetanus, Pertussis
 - Haemophilus influenza type b
 - Hepatitis A
 - Hepatitis B
 - Human Papillomavirus
 - Inactivated Poliovirus
 - Influenza (Flu Shot)

- Measles, Mumps, Rubella
 - Meningococcal
 - Pneumococcal
 - Rotavirus
 - Varicella
18. **1/20 supplements** for children ages 6 to **12** months at risk for anemia
 19. **Lead** screening for children at risk of exposure
 20. **Medical History** for all children throughout development Ages: 0 to 11 months 1 to 4 years 5 to 10 years 11 to 14 years 15 to 17 years.
 21. **Obesity** screening and counseling
 22. **Oral Health** risk assessment for young children Ages: 0 to 11 months 1 to 4 years 5 to 10 years.
 23. **Phenylketonuria (PKU)** screening for this genetic disorder in newborns
 24. **Sexually Transmitted Infection (STI)** prevention counseling and screening for adolescents at higher risk
 25. **Tuberculin** testing for children at higher risk of tuberculosis
Ages: 0 to 11 months 1 to 4 years 5 to 10 years, 11 to 14 years, 15 to 17 years.
 26. **Vision** screening for all children

Learn more about the U.S. Preventive Services Task Force Recommendations.

Posted on: September 23, 2010

APPENDIX G

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 860 bargaining units are intended for LOCAL 860 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 24 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

Charter School MOU – H1 to H2

APPENDIX I

Option School MOU – I1 to I2

APPENDIX J

EVALUATION FORM

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

Cleveland Metropolitan School District

Performance Evaluation for Represented Educational Support Staff

May 22, 2014

Employee Name: _____

Position: _____

Evaluation Period: From: _____

To: _____

Evaluator: _____

Date: _____

Instructions

Objectives for the Performance Evaluation

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

Instructions for Completing the Evaluation Form

1. Reviews are to be conducted on an annual basis no earlier than 60 calendar days before the last scheduled work day of the year for ten month employees and no earlier than 60 calendar days before June 30 for twelve month employees.
2. Review the employee's job responsibilities and consider his/her performance during the entire review period, including documentation of significant events that have occurred.
3. For each factor, evaluate the sub-factors using the wording of the rubrics as a guide to determine your rating. All rating descriptions will only apply to this performance evaluation process. If a sub-factor does not apply to the employee, use "N/A."
4. If a rating on a sub-factor is below "Skilled" but there is no supporting evidence, the rating will become "Skilled."
5. Note accomplishments and performance improvement needs and plans in the comments section of the form.
6. Record the sub-factor ratings in the Ratings Summary section and determine the Total Performance Rating using the enclosed total performance ratings guide.
7. Any sub-factor rated as "Marginal" should be discussed and documented in the Summary of Accomplishments and Development Needs.
8. If A Total Performance Rating of "Ineffective/At Risk" requires a Performance Improvement Plan that includes (1) The specific performance improvement need, (2) The action to be taken, (3) The time period for completion, and (4) The timing for a follow up review. These Performance Improvement Plans are to be documented on the attached Performance Improvement Plan form.

Instructions for Conducting the Review

1. A meeting must be held between the evaluator and the employee to complete the evaluation process.

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

Employee Responsibilities

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

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

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

Total Performance Rating Guidelines

- | | | |
|--------------------------|-----------------------------|--|
| <input type="checkbox"/> | <u>Exemplary:</u> | Five or more sub-factors are rated <i>Accomplished</i> or higher with at least three of those sub-factors rated <i>Exemplary</i> , and no sub-factors are rated lower than <i>Skilled</i> . Performance exceeds the expectations for the position over two or more consecutive review periods. Note: At least four sub-factors are rated as <i>Exemplary</i> for leadership positions. |
| <input type="checkbox"/> | <u>Accomplished:</u> | Five or more sub-factors are rated <i>Accomplished</i> or higher and no sub-factors are rated lower than <i>Skilled</i> . Performance exceeds the expectations for the position. Note: Six sub-factors for leadership positions. |
| <input type="checkbox"/> | <u>Skilled:</u> | Performance is primarily <i>Skilled</i> and does not fall into the <i>Exemplary</i> , <i>Accomplished</i> , or <i>Ineffective/At Risk</i> categories. Total performance meets the expectations for the position. |
| <input type="checkbox"/> | <u>Ineffective/At Risk:</u> | Five or more sub-factors are rated <i>Marginal</i> or lower or two or more sub-factors are rated <i>Ineffective/At Risk</i> . Performance must improve and the employee is placed in a <i>Performance Improvement Program</i> . |

Performance Factors

All rating descriptions will only apply to this performance evaluation process

Performance Factor #1						
Job Knowledge						
Possesses and demonstrates the capabilities to perform the duties of the position						
	Sub-Factor	Ineffective/At Risk (I)	Marginal (M)	Skilled (S)	Accomplished (A)	Exemplary (E)
1a	Possesses and Applies Job Knowledge	Does not demonstrate the capabilities required to successfully perform the normal duties of the position.	Demonstrates most but not all of the capabilities required to successfully perform the normal duties of the position.	Demonstrates the capabilities required to successfully perform all of the normal duties of the position.	During the review period has demonstrated a level of capability beyond that which is required to successfully perform the normal job duties and is able to perform more complex assignments. Serves as a resource to others.	For two or more consecutive review periods has demonstrated a level of capability beyond that which is required to successfully perform the normal Job duties and is able to perform more complex assignments. Serves as a resource to others.
Rating						
<input type="checkbox"/>						
1b	Development of Job Knowledge	Has not demonstrated a willingness to obtain a level of capability required to successfully perform all of the normal duties of the position.	Has participated in some but not all of the development actions available to obtain the level of capability required to successfully perform all of the normal duties of the position.	Is willing to participate in the development actions needed to maintain the level of capability required to successfully perform all of the normal duties of the position.	During the review period has taken the initiative to obtain additional knowledge beyond that which is required to successfully perform normal duties to be able to take on more complex assignments and make additional contributions to the District's success.	For two or more consecutive review periods has taken the initiative to obtain additional knowledge beyond that which is required to successfully perform normal duties to be able to take on the more complex assignments and make additional contributions to the District's success.
Rating						
<input type="checkbox"/>						
1c	Problem Solving Ability	Frequently has had difficulty assessing the normal problems associated with the job and has required an excessive level of supervision to resolve.	At times has had difficulty assessing the normal problems associated with the job and has required more than the normal level of supervision to resolve.	Accurately assesses the normal problems associated with the job and resolves in an appropriate manner with only a normal level of supervision required.	During the review period has demonstrated the ability to accurately assess more complex problems associated with the job and resolves in an appropriate manner with only a minimal level of supervision required.	For two or more consecutive review periods has demonstrated the ability to accurately assess more complex problems associated with the job and resolves in an appropriate manner with only a minimal level of supervision required.
Rating						
<input type="checkbox"/>						

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

Performance Factor #3

Customer Service

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

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

	Sub-Factor	Ineffective/At Risk (I)	Marginal (M)	Skilled (S)	Accomplished (A)	Exemplary (E)
3a Rating <input type="checkbox"/>	Effectively Utilizes The S.T.A.R.T Approach To Interact With Students, Parents, Staff And Community Stakeholders To Understand Their Customer Service Needs <u>S</u> mile and greet warmly <u>T</u> ell your name, role, and what to expect <u>A</u> ctive listening and assistance <u>R</u> apport and relationship building <u>T</u> hank the person	Has frequently not effectively utilized the S.T.A.R.T Approach in situations, maintained composure, or exhibited willingness to resolve customer service situations.	At times does not effectively utilize the S.T.A.R.T Approach in situations, maintain composure, or exhibit a willingness to resolve customer service situations.	Effectively utilizes the S.T.A.R.T Approach in all situations, maintains composure, and exhibits a willingness to resolve all customer service situations.	During the review period has served as an example for others in effectively utilizing the S.T.A.R.T Approach in all situations, has maintained composure, and demonstrated a willingness to resolve difficult situations.	For two or more consecutive review periods has served as an example for others in effectively utilizing the S.T.A.R.T Approach in all situations, maintained composure, and demonstrated a willingness to resolve difficult situations.
3b Rating <input type="checkbox"/>	Effectively Utilizes The H.E.A.R.T. Approach To Resolve Customer Service Issues In A Timely Manner <u>H</u> ear <u>E</u> mpathize <u>A</u> pologize <u>R</u> espond <u>T</u> hank	Frequently does not utilizes the H.E.A.R.T. Approach to effectively find solutions to all normal customer service situations in a timely manner.	At times does not utilize the H.E.A.R.T. Approach to effectively find solutions to all normal customer service situations in a timely manner.	Effectively utilizes the H.E.A.R.T. Approach to find solutions to all normal customer service situations in a timely manner.	During the review period has served as an example for others in effectively utilizing the S.T.A.R.T Approach to resolve customer service issues and finding solutions to even the most difficult situations. Serves as a resource to others.	For two or more consecutive review periods has served as an example for others in effectively utilizing the S.T.A.R.T Approach to resolve customer service issues and finding solutions to even the most difficult situations. Serves as a resource to others.

Performance Factor #4
Work Habits
Exhibits work practices necessary to effectively perform job

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

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

Performance Factor #6
Leadership Effectiveness
 (Applicable only to positions that direct the work of others) — Demonstrates the ability to effectively train and direct the work of others

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

Summary of Ratings

Sub-Factor Ratings (Note With An X)

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

Summary of Accomplishments and Development Needs

The employee's signature acknowledges that he/she has received this performance evaluation, agrees that the evaluator has reviewed this performance summary, and that he/she understands how the ratings were established. The signature also indicates that the employee understands that he/she has an opportunity to attach his/her own comments to this document by the end of the following work day.

Employee Signature: _____ Date: _____

Evaluator Signature: _____ Date: _____

Final Review by: _____ Date: _____

Attachments as Applicable:

- ☐ 1. Performance Improvement Plan Form (Signed By Employee)
- ☐ 2. Performance Improvement Plan Flow Chart
- ☐ 3. Additional Narrative From Evaluator
- ☐ 4. Comments Provided By Employee: Total Number of Pages _____ (Are To Be Initialed By the Evaluator)
- ☐ 5. Supporting Evidence: Total Number of Pages _____

Performance Improvement Plan

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

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

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

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

Employee Signature: _____ Date: _____

Evaluator Signature: _____ Date: _____

Approved by: _____ Date: _____

Performance Improvement Plan Flow Chart

