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AGREEMENT

between the

CLEVELAND MUNICIPAL SCHOOL DISTRICT

and the

SERVICE EMPLOYEES INTERNATIONAL UNION  
DISTRICT 1199, WV/KY/OH,  
THE HEALTH CARE AND SOCIAL SERVICE UNION, CTW, CLC

Effective July 1, 2017 through June 30, 2019

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## AGREEMENT

### PREAMBLE

THIS AGREEMENT is made and entered into by and between THE CLEVELAND MUNICIPAL SCHOOL DISTRICT (hereinafter referred to as the "District") and the SEIU/ DISTRICT 1199, WV/KY/OH, THE HEALTH CARE AND SOCIAL SERVICE UNION, CTW, CLC (hereinafter referred to as the "Union").

This Agreement has as its purpose the promotion of harmonious relations between the District and the Union, the establishment of an equitable and peaceful procedure for the resolutions of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

### ARTICLE 1. RECOGNITION

Section 1. The District recognizes the Union as the sole and exclusive bargaining representative in all matters pertaining to salaries, fringe benefits, hours of work and all other conditions of employment for all ESS; all cafeteria workers, including lunchroom attendants, but not lunchroom managers; all junior and senior library aides; maintenance men; all clerical positions below and inclusive of the classification of Data Processing System Analyst I; and such additional classifications in which the majority of employees request representation of the Union. The list of active and inactive classifications is contained in Appendix A. The District recognizes the integrity of the bargaining unit and will not take action for the sole purpose of eroding the bargaining unit. No students or volunteers shall be used to replace any bargaining unit member.

Section 2. New Job Classifications. Whenever the District does create or

establish any new job classifications of non-certified personnel, for those specific classifications set forth in Article 1, Section 1 above, the District shall send written notifications of such action to representatives of 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 the 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 will create or establish such new job classification to negotiate the rate of pay to be received by said employees.

ARTICLE 2.  
UNION SECURITY, DUES DEDUCTIONS, C.O.P.E. DEDUCTIONS  
AND FAIR SHARE FEES

Section 1. It shall be a condition of employment that all employees covered by this Agreement on the effective date of this Agreement shall become and remain members of the Union, or in lieu of Union membership, pay to the Union fair share fees through payroll deduction. Additionally, it shall also be a condition of employment that employees covered by this Agreement who are hired, rehired, or transferred after the effective date of this Agreement shall, on the 60th day following the beginning of such employment, become and remain members of the Union, or in lieu of Union

membership, pay to the Union fair share fees through payroll deduction. Fair share fees shall be no greater than Union dues.

Section 2. For purposes of this Article, an employee shall be considered a member of the Union if the employee tenders to the Union periodic dues and initiation fees through payroll deduction.

Section 3. Upon notification to the District that an employee in the bargaining unit has failed to become or remain a member in the Union, or has failed to pay to the Union fair share fees through payroll deduction, such employee shall be immediately discharged upon written demand for such discharge by the Union.

Section 4. Upon receipt of a lawful, voluntary written authorization from an employee, the Employer shall, pursuant to such authorization, deduct from the wages due said employee each pay period, and remit to the Union, the regular dues, initiation fees, and as established by the Union and required by this Article. The initiation fees shall be deducted in two consecutive months beginning with the pay period after receipt of the authorization. Fair Share fee deductions shall be equal to the amount the employee would pay in dues and shall begin after sixty (60) calendar days.

The Employer shall be relieved from making any such check off deductions upon (1) termination of employment; (2) transfer to a job other than one covered by the bargaining agreement; (3) lay off from work; (4) unpaid leave of absence; or (5) revocation of the check off authorization in accordance with its terms or applicable law.

The Employer shall not be obligated to make deductions of any kind from any employee, who, during the pay period in which the dues were deducted from the employee, shall have failed to receive sufficient wages to equal the deductions.

Section 5. The Employer shall remit to the Union all deductions for dues, initiation fees, and fair share fees made from the wages of employees for the preceding pay period, together with a list that includes all employees from who dues, initiation fees, or fair share fees have been deducted, the amount deducted from the employee for the pay period, the employee's rate of pay and his/her number of hours worked and/or paid for under this agreement for such pay period, excluding overtime (i.e., work paid at 1.5 times usual rate), longevity, and differential pay.

Section 6. The Employer agrees to furnish to the Union each month with the names of newly hired employees, their addresses, social security numbers, for Union purposes only, consistent with federal and state law, employee identification number, classifications of work, and dates of hire; the names of terminated employees, together with their dates of termination; the names of employees on leaves of absence; and any address changes that may apply to existing employees. Such reports shall be submitted electronically.

The Employer agrees to furnish the Union, upon request, an electronically alphabetized list of employees, their current addresses, social security numbers, for Union purposes only, consistent with federal and state law, employee identification numbers, contact number(s) on file, classifications of work, descriptions of pay, their dates of hire and District employee e-mail addresses where applicable.

Section 7. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, beyond administrative costs, arising out of any of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by an employee arising from

deductions made by the Employer hereunder, including the cost of defending against such. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 8. Upon receipt of a written authorization from the employee, the Employer shall, pursuant to such authorization, deduct from the wages due said employee each pay period the sum specified in said authorization and remit same to the Union for its political action fund, together with a list that includes all employees for whom such deductions have been made and the amount deducted for such employees. The Union agrees to indemnify and hold harmless the Employer in any matters arising out of the Employer's compliance with this provision in accordance with Section 4 above.

### ARTICLE 3. NON-DISCRIMINATION

Both the District and the Union recognize their respective responsibilities under Federal and State Civil Rights Laws, Fair Employment Practice Acts and other similar constitutional and statutory requirements. Therefore, both parties hereby reaffirm their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicaps. Both the District and the Union recognize the right of all employees and all applicants for employment to be free to join or not to join the Union and to participate in Union or legal concerted activities. Therefore, both parties agree that there shall be no discrimination, interference, restraints, coercion or reprisal by the District or the Union, or by any agent or representative of either party, against any employee or any applicant for employment because of Union membership

or because of any lawful activity in an official capacity on behalf of the Union.

ARTICLE 4.  
EXCLUSIVE DUES CHECKOFF AND FAIR SHARE FEES

The Union is and shall continue to be the labor organization which shall have the exclusive right to have its dues or Fair Share Fees withheld by the District from the pay of the employees in the bargaining unit which it represents.

ARTICLE 5.  
LABOR MANAGEMENT COMMITTEE

Section 1. A Labor Management Committee shall be established to discuss matters of mutual concern between labor and management.

Section 2. The Committee shall consist of not more than four (4) representatives of the District and not more than four (4) representatives of the Union. The committee may request to meet with the Labor Management Committees of the other unions as determined necessary by the committee.

Section 3. The parties shall meet once every month, unless the Union or District chooses not to meet. Meetings shall be held during working hours unless otherwise mutually agreed. Before any meeting is scheduled, a written agenda containing a description of the topics to be discussed must be submitted by the Union and management to each other, at least five (5) days before the meeting. These agendas as well as the meetings themselves shall not consist of disputes which are subject to the grievance procedure.

Section 4. The results of such meetings shall neither alter the provisions of this Agreement nor be construed as continued negotiations on terms and conditions as set out in the Agreement.

Section 5. If the parties mutually agree, a third party (e.g., FMCS) shall be selected to participate in such meetings to assist in the improvement of the labor relationship. The third party's participation shall be terminated upon the mutual agreement of the parties.

Section 6. The Executive Director of Food and Child Nutrition Services will meet with appropriate Union representatives to discuss labor-management issues, including additional work guidelines.

ARTICLE 6.  
VACATION

Section 1. All twelve month employees in the bargaining unit shall receive the vacation designated below, with pay, each year in accord with their employment with the District.

No other employees shall be eligible for vacation.

Section 2. Twelve-month employees shall accrue vacation as follows:

SERVICE	VACATION EARNED FOR EACH MONTH OF SERVICE
Less than 4 years	1.25 days (12 months = 15 days)
From 4-12 years	1.83 days (12 months = 22 days)
From 12-15 years	1.92 days (12 months = 23 days)
From 15-16 years	2.00 days (12 months = 24 days)
Beyond 16 years	2.08 days (12 months = 25 days)

Section 3. Twelve (12) Month Employees. All twelve-month employees accumulate vacation for each month that they are in active pay status. Employees are on active pay status when they are working, on vacation, sick leave, special privilege leave, jury duty or leave with pay. All vacation time under this Section shall accumulate throughout the year beginning July 1 and ending June 30 of each year. Vacation days may be used upon accrual.

Section 4. Less than 12 Month Employees. 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.

Section 5. General Information.

1. Excluded from vacation benefits are playground and community center employees, all student employees, resident tutors, lunchroom attendants, breakfast aides, and any employee works less than 12 months.
2. Twelve-month members of the bargaining unit employed for less than eight (8) hours per day shall be entitled to accrue vacation based upon the number of hours worked.
3. Credit for a month's service will be granted if the employee is in pay status for fifteen (15) calendar days during a month, including weekends and holidays, if the employee is in pay status the day before and after the holiday and/or weekend days. Vacation will be accrued on an hourly and daily basis using the employee's regular straight-time appointed hours of work and the current definition of "in pay status".
4. At the end of the annual accumulation period, employees will have their

prior year's accumulation totaled and rounded up to the next hour for each portion of an hour accrued.

5. An employee does not earn vacation during any month that he/she is not in pay status.

6. All vacation allowances will be paid on regularly scheduled pay dates.

7. Holidays occurring within a vacation period will not be counted as vacation days.

8. Vacation is not earned for supplemental assignments such as night school or summer school appointments.

9. All vacation that has been earned by an employee will be paid in cases of resignation, discharge or death.

10. The employee's date of hire as a permanent (i.e., non-substitute) employee of the District, regardless of the original classification, shall be the date utilized in determining the vacation accrual rate.

11. Vacation Buyback

a. Before any vacation days may be cashed in, a bargaining unit member must have a minimum of fifty (50) vacation days accumulated.

b. A bargaining unit member may cash in up to ten (10) vacation days.

c. It is up to the discretion of the Chief Executive Officer and the Chief Financial officer as to whether a buy back will be available in any given year.

ARTICLE 7  
LEGAL AND DECLARED HOLIDAYS

Section 1. Employees shall receive holiday pay based on their regular appointed hours of work during the school year for each of the following holidays. They will receive this pay provided that within a single school calendar year they are in pay status and actually work the 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)  
Good Friday  
Memorial Day (the last Monday in May)  
Independence Day (July 4th)\*  
Labor Day (the first Monday in September)\*  
Veteran's Day (the 11th of November)  
Thanksgiving Day (the fourth Thursday in November)  
Thanksgiving Friday (the day following Thanksgiving Day)  
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.

For purposes of the holiday provisions of this Agreement, the phrase "actually work" is defined to mean working, on paid vacation or on paid leave (e.g., sick, special privilege, jury duty, etc.).

For ten-month employees hired before July 1, 1988, "actually work" shall be defined to mean actually work the last scheduled day before and the first scheduled day after the Independence Day and Labor Day holidays. For ten-month employees hired on or after July 1, 1988, "actually work" shall be defined to mean actually work the last scheduled day before and the first scheduled day after the Labor Day holiday.

Section 2. 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.

Section 3. 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 a paid holiday provided that the employee is in pay status and actually works on the work days immediately before and after the holiday. For ten month employees hired before July 1, 1988, "actually work" shall be defined to mean actually work the last scheduled day before and the first scheduled day after the Independence Day and Labor Day holidays.

Section 4. Regular employees working on the day before Christmas, will be given one-half (1/2) of their regularly appointed daily hours as holiday pay. When such early release occurs, regular employees not scheduled to work on those days will be given one-half (1/2) of their regularly appointed daily hours as holiday pay provided they are in pay status and actually work on the work days immediately before and after the holiday.

ARTICLE 8.  
SICK LEAVE WITH PAY

Section 1. Each current regular employee shall be credited with paid sick leave at the rate of .75 days for only the first twenty (20) pays during the school year up to a maximum of fifteen (15) days. Accordingly, there are twenty (20) pays during the school year which will afford the employee fifteen (15) total sick days. Unused sick leave shall be cumulative without limitation.

Section 2. Paid sick leave may, upon approval, be granted only for pregnancy leave and pregnancy-related medical conditions, actual sickness or injury, confinement by reason of contagious disease or visits to a doctor or dentist for medical care of the employee or his/her immediate family (i.e., spouse, child, parent, sibling) as defined by Family Medical Act Leave guidelines.

Section 3. Each employee is required to submit a written signed statement to justify the use of paid sick leave within three work days after his/her return from sick leave. Falsification of a statement is grounds for a suspension or termination of employment. Any bargaining unit member who misses greater than three (3) consecutive days of work shall submit a written doctor's statement.

Section 4. At the District's request, a certificate from a licensed physician shall be required of an employee immediately upon return to work from paid sick leave if the District suspects sick leave abuse, or to confirm the wellness of the individual to return to work.

When a bargaining unit member requires the use of sick leave exceeding three (3) consecutive days of work, the bargaining unit member shall provide written verification from a certified health care provider. The information on the requested

certification described above shall include the contact information for the health care provider, the date the medical condition began and date upon which the employee can perform the essential functions of his/her job. For sick leave to care for a family member, a statement of the care needed and an estimate of the length of time the care is necessary; and either the dates of any planned leave or the estimated frequency and duration of expected incapacity due to the condition.

Any bargaining unit employee who does not provide the requested certification within the time requested or fails to provide a complete and sufficient certification shall be given ten (10) working days to resubmit the certification. The District shall identify the specific information needed to complete the certification. If the bargaining unit employee does not submit within ten (10) working days, the bargaining unit member may be denied an excused absence and be subject to the District attendance policy.

Application for sick leave to be used where the employee anticipates that he or she will be absent more than five (5) days, shall be applied for thirty (30) days in advance, or as soon as reasonably possible. The leave application must state the beginning date of the leave, and the estimated duration of the leave so that appropriate plans can be made for staffing. All bargaining unit members must endeavor to schedule routine or regularly scheduled medical, dental or optical examinations or treatments for themselves or their immediate family outside of the regular school/work day whenever possible.

Section 5. Employees who render service on a part-time basis shall accumulate sick leave at the same rate granted to full-time employees, calculated in

accordance with Revised Code Sections 3319.141 and 124.38, but shall only accumulate sick leave at the rate while working their regular appointed hours.

Section 6. Any employee, who has exhausted his/her/hers paid sick leave, or a new employee, may be advanced up to five (5) days' paid sick leave within the current year. This advanced paid sick leave will be recovered during the remainder of the school contract year as sick leave is earned. Remaining unearned paid sick leave charged to an employee, will, at the end of the school year, or at the termination of service, whichever occurs earlier, result in loss of pay.

Section 7. Paid sick leave for night and summer school employees represented by the Union will be allowed from the employee's accumulated paid sick leave earned during the regular school year. An employee reporting sick on a regular day assignment will be paid for the night assignment, but a proportionate amount of a day's sick leave will be calculated by the Chief Financial Officer and deducted from his/her accumulated paid sick leave in addition to the deduction from his/her accumulated paid sick leave for his/her day's absence. An employee reporting sick on a summer school assignment may use his/her accumulated paid sick leave and will have a proportionate amount of a day's sick leave deducted from his/her accumulated paid sick leave in a manner to be calculated by the Chief Financial Officer.

Section 8. An employee who is hurt on the job shall have the option of using his/her paid sick leave, Workers' Compensation benefits consistent with the Transitional Work Program attached as Appendices D and E, or his/her vacation, whichever he/she prefers. The parties agree that the District will implement the Transitional Work Program, effective July 1, 2007.

Section 9. The District will place in each employee's pay voucher the current amount of accumulated but unused paid sick leave.

Section 10. An employee returning to work after a paid sick leave of three (3) months or less shall be entitled to return to his/her pre-leave job classification and geographic area of assignment. An employee returning to work from a paid sick leave of more than three (3) months shall not be entitled to return to his/her pre-leave job classification and geographic area; however, the District will make a reasonable effort to return the employee to his/her pre-leave job classification and geographic area of assignment, provided that the employee possesses the skills, qualifications and ability to perform the job. If the District is unable to return the employee to his/her pre-leave job classification and geographic area of assignment, the District will make reasonable efforts to return the employee to a comparable job classification within the District. The employee will be returned to his/her pre-leave classification and, if possible, his/her pre-leave geographic area of assignment when a vacancy arises, so long as the employee possesses the skills, qualifications and ability necessary to perform the job.

Section 11. Sick Leave Donation. Sick day donations shall be governed by the "Guidelines for Donating Sick Leave." (Appendix F).

Section 12. Absence Abuse. See Attendance Control Memorandum of Understanding

ARTICLE 9.  
ATTENDANCE  
POLICY

Section 1. Application

As a result of the 2013 negotiations there was a Memorandum of Understanding (MOU) created that outlined the formation of a committee to design a new Attendance

Control Policy. The committee, comprised of representative bargaining units, 244, 407, 436, 860, 777, 1199, CBCTC and including members of CMSD management, worked together to create a fair and consistent policy for all members. The following Attendance Policy has been developed to provide a clear understanding of employee attendance expectations as well as deter and/or address absenteeism.

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

This attendance policy supersedes all prior attendance policies applicable to members of the representative bargaining units, 244, 407, 436, 860, 777, 1199, CBCTC. This attendance policy shall be applied on January 1, 2014. The District shall not use any absences, AWOL, or tardiness occurring prior to January 1, 2014 as a basis for implementing discipline under this article. The district shall not apply this policy retroactively and all members shall begin with a clean slate. However, it is understood that an employee that is in the hearing process and/or serving a suspension under the current absentee policy on January 1, 2014 (or on the date of ratification, if applicable) will be governed under the prior CBA absentee policy (if applicable).

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

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

A single attendance infraction may only be disciplined under one of the appropriate areas: Absence Abuse, Tardiness, or AWOL. An employee may not be

disciplined for the same infraction under multiple processes (absence abuse, tardiness, or AWOL).

Section 2. Definitions:

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

Excused absence: an absence that qualifies for (i) documented sick leave (ii) Family Medical Leave; (iii) military leave, and (iv) assault leave or is an otherwise documented medical absence. An excused absence also includes any vacation leave, funeral leave, jury duty, special privilege or other documented leave so long as the leave is approved by the District. Medical documentation must be provided within 48 hours (2 working days) of the employee's return to work or the absence will be considered unexcused. District forms are not considered documentation.

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

Tardiness Instance:

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

Look Back Period: Any rolling 60 workdays

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

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

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

Absence Reporting: Supervisors must inform employees of the departmental absence reporting practices on an annual basis in writing, including where, when and whom to call when reporting an absence. Employees must report all absences prior to

the start of their work time, or as soon thereafter as possible. If an employee fails to report his/her absence, the employee will be considered absent without leave until a reasonable explanation is subsequently provided.

Absence Recordkeeping: All absences must be reported accurately by the employee on the District's Employee Absence Forms. (i.e. sick leave, vacation, special privilege, etc.)

### Section 3. Absence Abuse Process

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

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

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

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

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

*EXAMPLE: If an employee is first placed on the absence abuse list on 7/1/13, and has another infraction on 9/8/13, the date of the last infraction (9/8/13) begins the one-year time frame for application of the absence abuse policy. For example, an employee receives a written warning under the policy on 9/1/13, a one-day suspension for violation of the policy on 12/1/13. On 9/2/14, and the employee once again violated the policy; The next step of discipline will be a five day suspension. Accordingly, the 9/2/14 infraction continues the progressive discipline as outlined under the policy for the next 12 months. However, if an employee*

*completes one year with no new infraction of the attendance policy she shall be removed from the absence abuse list.*

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

#### Absence Occurrence Schedule

Based on an employees scheduled daily contractual hours, the absence hours listed below are used to determine when an employee will be considered for and/or continued in the Absence Abuse Program.

Scheduled Daily Contractual Hours	Absence Hours for Consideration
0:00 -3.99	10
4.00 -5.99	20
6.00 -8.00	30

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

#### PROGRESSIVE DISCIPLINE - Absence Abuse

1. The following six progressive steps will be preceded by a pre-disciplinary hearing. The employee and the union will be notified in writing by the District as to the date and time of such hearing in accordance with Article 27 (Grievance Procedure). The employee may request the presence of a union representative at the hearing.

2. a. Step One: Verbal Warning.

An employee accumulating more than the Absence Hours identified in the Absence Occurrence Schedule, or showing a pattern of absence, within 60 workdays, will be placed in the Absence Control Program at Step One and receive a verbal warning.

The Department Director or designee will issue and memorialize the verbal

warning to the employee and inform the employee that the next absence occurrence within a twelve-month period will result in the issuance of a written warning

b. Step Two: Written Warning.

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

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

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

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

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

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

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

f. Step Six: Termination.

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

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

Section 4. Absence Without Leave (AWOL) Abuse Process

District employees are responsible for reporting to work at their regularly scheduled times. If an employee is unable to report to work due to illness or for any other emergency or circumstances beyond the employee's control, the employee must, directly or indirectly, inform his or her Department Supervisor and/or radio dispatch no more than one (1) hour after the start of work, unless the emergency incapacitated the employee.

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

In addition to failing to report to work or providing acceptable notice as outlined above, an employee will also be considered AWOL, if he or she leaves his or her

worksite before the end of the shift or workday or for scheduled breaks, without the approval of his or her Supervisor.

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

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

Any tardiness incident lasting more than 60 minutes is considered AWOL

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

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

#### PROGRESSIVE DISCIPLINE - AWOL

1. The following four progressive steps will be preceded by a pre-disciplinary hearing. The employee and the union will be notified in writing by the District as to the date and time of such hearing in accordance with Article 27(Grievance Procedure),

and if applicable, said employee may request the presence of a union representative at the hearing.

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

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

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

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

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

Following receipt of a five-day suspension issued at Step Two, when an employee is found to have incurred an additional AWOL occurrence within a twelve month period, the employee will receive a ten (10) day suspension, without pay. The accompanying letter of suspension will include the warning that the next AWOL

occurrence within a twelve-month period from the step three occurrence will result in termination of employment.

d. Step Four Termination

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

AWOL Resignation

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

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

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

Section 5. Tardiness Control Process

1. Policy

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

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

- a. A supervisor may excuse a tardiness incident when justifiable circumstances exist.
- b. An employee who fails to adhere to the Tardiness Control Policy is subject to progressive discipline as detailed in the schedule of progressive discipline described in this policy. For the purpose of this Tardiness Control Policy, a 60 work day rule applies.
- c. Informal Supervisory Conference: The Union and the District require an informal attendance conference between the employee and their supervisor to discuss attendance and/or tardiness issues. The supervisor shall identify the problem(s) and attempt to resolve the issue through a discussion with the employee. The supervisor shall offer constructive suggestions and shall attempt to aid the employee in resolving the issue. It is understood that this conference will not result in disciplinary action. This section does not include AWOL.

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

#### PROGRESSIVE DISCIPLINE - Tardiness

The following seven progressive steps will be preceded by a pre-disciplinary hearing. The employee and the union will be notified in writing by the District as to the date and time of such hearing in accordance with Article 27 (Grievance Procedure), and

if applicable, said employee may request the presence of a union representative at the hearing.

1. Step One - Verbal Warning.

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

2. Step Two - Written Warning.

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

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

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

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

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

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

Following the three-day suspension at Step Four, the next tardiness instance

will result in a five-day suspension. The accompanying letter of suspension will include the warning that the next Tardiness instances within the next 60 work days will result in a ten-day suspension.

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

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

7. Step Seven - Termination Without Pay.

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

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

ARTICLE 10.  
PAID ASSAULT LEAVE

Section 1. An employee who is unable to work because of a physical disability resulting from an assault received in the course of employment, or in the discharge of other official assigned duties of the Cleveland Board of Education, shall be maintained in full pay status, on assault leave, for the period of time set forth in Section 4 herein.

The parties agree to meet, on a case by case basis, where the Union can present information for the District to review in its determination whether a Union member may receive assault leave related to psychological trauma. Assault leave granted under these conditions shall not be charged against sick leave earned or unearned provided the

incident is reported by the employee immediately, if medically able, to the principal, other District Administrator, or other appropriate District personnel if the principal or Administrator is not available, and the employee completes, if medically able, an incident report form and an assault leave form in order to be eligible for this benefit. The District may make reasonable modifications to the incident forms and the assault leave forms from time to time. In addition, the employee should file for worker's compensation as soon as reasonably possible.

Section 2. An employee must seek medical attention as soon as reasonably possible from the time that he/she has knowledge of an injury, must immediately report the assault to the principal, other District Administrator, or other appropriate District personnel if the principal or Administrator is not available, and must complete an incident report form and an assault leave form in order to be eligible for this benefit. The District may make reasonable modifications to the incident forms and the assault leave forms from time to time. The employee shall furnish a certificate from a licensed physician stating the nature of the disability and its anticipated duration with the 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 any employee's absence resulting from assault is covered by Workers Compensation, the District shall provide the additional compensation that will provide the employee with the same pay rate 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 Workers Compensation payments the District will make the employee whole for his/her or her full pay.

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

ARTICLE 11.  
FUNERAL LEAVE

Section 1. An employee will be granted a leave of absence with pay to be charged against his/her accumulated sick leave with pay in the event of the death of his or her spouse, mother, father, child, brother or sister.

Section 2. One (1) day's paid sick leave, to be charged against accumulated sick leave, is authorized to attend the funeral of the employee's niece, nephew, first cousin, aunt, uncle, step-parent, grandparents, grandchildren or person who has been in loco parentis to the employee, mother-in-law, father-in-law or immediate household member. If necessary, more than one (1) day's paid sick leave may be approved by the principal, custodian or other supervisor.

ARTICLE 12.  
JURY DUTY LEAVE

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

Section 1. Regular Pay During Jury Duty.

Bargaining unit members shall be paid by the District while serving on jury duty, providing that they notify the District when the notice to report is received.

Section 2. Reporting Back to Work Upon Release from Jury Duty.

Bargaining unit members must report at once to their immediate supervisors for upon their release from jury duty. Employees must present documentation of their jury service upon return to work.

Section 3. Funds Received.

The employee may retain the funds received for performing jury duty to offset the employee's cost.

ARTICLE 13.  
SPECIAL PRIVILEGE LEAVE

Section 1. Regular full-time bargaining unit members shall be excused from duty as a matter of special privilege and granted a leave of absence for a period not exceeding three (3) days in any one year (July 1 through June 30), provided that the employee submits a written request, and such request is approved by the appropriate supervisor.

Section 2. Such leaves of absence will be granted without loss of pay and shall not be deducted from the employee's accumulated days of sick leave. All such requests must be made in writing, in advance, except in emergency situation. In the case of an emergency, the request must be made in advance, if at all possible, but in no case later than five (5) working days after the date(s) involved.

Section 3. This leave shall not need justification or explanation by the employee, but the applicant will give five (5) working days' notice, except in emergencies. Emergency shall be defined as a situation in which the employee has no control and the employee did not participate in the decision for when the event was/is to occur. The principal or supervisor can otherwise allow for the taking of a special privilege leave day under the conditions described below in Section La. and Section 1.b. Such a decision will be within the sole discretion of the principal or supervisor.

Section 4. As of July 1 of each year, all unused special privilege days for the preceding year ending June 30, will be converted and credited to the employee's accrued sick leave.

Special Privilege Leave Guidelines

1. Special privilege leave requests will not be granted during the following time periods for all regular, full-time bargaining unit members:

- a. one (1) month prior to and two (2) weeks after the opening of schools in the Fall; one (1) month prior to and two weeks after the close of schools for the Summer.
- b. the day before or after any school vacation or holiday and anytime during Spring break and Winter break.

2. At no time will more than one (1) bargaining unit member per site or operational unit be granted special privilege leave except in documented emergency situations.

3. In emergency situations during the times noted in paragraph 1 above, approval may be granted by the principal or supervisor. "Emergency" shall be defined as a situation in which the employee has no control and the employee did not participate in

the decision for when the event was/is to occur.

4. Written notice must be on file in the appropriate office before pay for any special privilege day(s) is granted.

5. Special privilege leave may be taken in half or full day increments.

ARTICLE 14.  
SICK LEAVE WITHOUT PAY

Section 1. After an employee has exhausted his/her paid sick leave, an employee shall be granted a leave of absence because of personal illness, pregnancy, or personal injury as follows:

1. The employee must report the illness or injury to his/her department head or immediate supervisor by no later than the second day of absence unless failure to do so is due to reasons beyond his/her control and the employee does so as soon as possible thereafter;

2. The employee must make application for the leave of absence on forms furnished by the District within five work days after the exhaustion of his/her sick leave;

3. The employee must support his/her application with medical evidence from his/her physician establishing the need for a leave;

4. The application and supporting medical evidence must state the physician's best estimate of the specific dates which the employee requires the leave;  
and

5. The application must be approved by Human Resources and ratified by the Board of Education based on the recommendation by the Chief Executive Officer.

Section 2. Unpaid leaves of absence shall be granted in three (3) month

increments or less, but shall not continue beyond one (1) year. Employees who have been on such leaves may be required to provide a doctor's certificate certifying that the employee is fit to return to work. If the District so desires, it may require the employee to submit to a physical examination (paid by the District) before being permitted to return to work. If the employee's doctor and the District's doctor disagree concerning the employee's fitness to return to work, the Union and the District shall meet and choose a third doctor whose decision will be final. The expense of the third doctor will be borne equally by the Union and the District.

Section 3. Employees shall be granted a leave of absence because of industrial illness or injury provided the employee complies with the same terms and conditions as those set forth under Sections 1 and 2 of this Article relating to non industrial illness or injury, except:

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

Section 4. An employee returning to work after an unpaid sick leave of forty- five (45) days or less shall be entitled to return to his/her pre-leave job classification and geographic area of assignment. An employee returning to work from an unpaid sick leave of more than forty-five (45) days shall not be entitled to return to his/her pre-leave job classification and geographic area; however, the District will make a reasonable effort to return the employee to his/her pre-leave job classification and geographic area of

assignment, provided that the employee possesses the skills, qualifications and ability to perform the job. If the District is unable to return the employee to his/her pre leave job classification and geographic area of assignment, the District will make reasonable efforts to return the employee to a comparable job classification within the District. The employee will be returned to his/her pre-leave classification and, if possible, his/her pre-leave geographic area of assignment when a vacancy arises, so long as the employee possesses the skills, qualifications and ability necessary to perform the job.

Section 5. An employee returning to work after a Workers' Compensation leave of one (1) year or less shall be entitled to return to his/her pre-leave job classification and geographic area of assignment. An employee returning to work from a Workers' Compensation leave of more than one (1) year shall not be entitled to return to his/her pre-leave job classification and geographic area; however, the District will make a reasonable effort to return the employee to his/her pre-leave job classification and geographic area of assignment, provided that the employee possesses the skills, qualifications and ability to perform the job. If the District is unable to return the employee to his/her pre-leave job classification and geographic area of assignment, the District will make reasonable efforts to return the employee to a comparable job classification within the District. The employee will be returned to his/her pre-leave classification and, if possible, his/her pre-leave geographic area of assignment when a vacancy arises, so long as the employee possesses the skills, qualifications and ability necessary to perform the job.

Section 6. All leaves of absence and extensions shall be without pay and other economic benefits except that the District will continue to pay the premiums for all insurance coverage which may fall due during the first thirty (30) calendar days of a leave

of absence, except that if an employee does not return within thirty (30) calendar days, the employee is responsible for the payment of all premiums beginning the first of the month following the commencement of the leave of absence. Failure to report for duty following the expiration of a leave of absence, unless additional absence is authorized, or failure to comply with the provisions of the leave, may be considered by the Board as grounds for termination of the employee.

Section 7. A pregnant employee requesting maternity leave will use the Maternity Leave of Absence form as prescribed by the District. A pregnant employee shall be granted an unpaid maternity leave of absence of up to one (1) year for childbirth or a pregnancy-related disability. The employee shall be afforded the opportunity to use accumulated paid sick leave during such maternity leave, but use of such paid sick leave shall not extend the maternity leave beyond one (1) year. The employee may choose to use or not use accumulated sick leave.

The employee shall notify the Deputy Chief of Human Resources at least thirty (30) days in advance of the effective date of such leave except when such notice cannot be given because of medical considerations as determined by the employee's attending physician. An employee returning from a maternity leave of absence of twelve (12) weeks or less shall be returned to her pre-leave job classification and geographic

area of assignment. An employee returning from a maternity leave of absence of greater than twelve (12) weeks shall be subject to the return to work rules as set forth in Section 4 of this Article. An employee returning from a maternity leave of absence will retain all seniority. A pregnant employee may continue working until such date as she and her physician determine that she should no longer work. There are no restrictions relative to the number of maternity leaves that an employee may request.

An employee adopting a child shall be granted an unpaid leave of absence of up to twelve (12) weeks. The employee shall be afforded the opportunity to use up to ten (10) days of accumulated paid sick leave during such leave, but use of such sick leave shall not extend the adoption leave beyond twelve (12) weeks.

A male employee whose wife has given birth or who has adopted a child shall be granted an unpaid paternity leave of absence of up to twelve (12) weeks, provided that such leave is taken to care for the newborn child or newly adopted child.

Employees returning from a leave of absence related to an adoption or male employees returning from a paternity leave of absence shall be returned to their pre leave job classification and geographic area of assignment.

Section 8. Up to one (1) year of unpaid leave shall be granted, upon Human Resources approval and Board ratification, for the purpose of providing personal care for ill family members. Family is specifically defined as child, father, mother, sister, brother, spouse, step-parent, or step-child. The Board may grant unpaid leave only after all personal leave days and accumulated sick leave days have been used. An employee returning from a family care leave of twelve (12) weeks or less shall be entitled to return to his/her pre-leave job classification and geographic area of assignment. An employee returning from a family care leave of greater than twelve (12) weeks shall be subject to the return to work rules set forth in Section 4 of this Article. During the duration of the unpaid leave, the employee shall be responsible for payment of the full COBRA cost of his/her health insurance benefits, including, medical, dental, prescription, and vision except as provided in Section 6 above and consistent with FMLA.

Section 9. The District further commits to provide no less than the requirements

mandated under the Family Medical Leave Act, effective August 5, 1993.

Section 10. Perfect Attendance Program

How to Qualify

CMUSD'S Perfect Attendance Program rewards ELIGIBLE District 1199 bargaining unit members who have not used the following for a given quarter within a given school year:

Sick Leave  
Sick Family Leave  
Absent without pay leave  
Discipline time off

Qualification for Perfect Attendance is determined by the payroll system in cooperation with Human Resources.

Definition of Calendar Year

For bargaining units that participate in the Perfect Attendance Program, the applicable school year base periods are as follows:

Base Period 1-From Pay Period 1 through Pay Period 6 of the same school year

Base Period 2-From Pay Period 7 through Pay Period 13 of the same school year

Base Period 3-From Pay Period 14 through Pay Period 20 of the same school year

Base Period 4-From Pay Period 21 through Pay Period 26 of the same school year

Rewards

Bargaining Unit members who meet the criteria are eligible for Perfect Attendance rewards. The reward is \$50.00 per quarter period for a maximum of \$200.00 per school year.

Eligibility requirements:

The 1199 Bargaining Unit member staff attendance average must meet or exceed 95% as a whole per base period before any individual bargaining unit member is eligible to receive the attendance bonus.

Regular full-time bargaining unit members are eligible to receive the attendance bonus.

ARTICLE 15.  
EDUCATION LEAVE

An employee may be granted a leave of absence without pay for education purposes relating to the operations of the District.

ARTICLE 16.  
UNION LEAVE

At the request of the Union, a leave of absence without pay may be granted to any employee selected for Union office, employed by the Union or required to perform any other function on behalf of the Union necessitating a suspension of active employment of more than two (2) months, provided such leave of absence does not interfere with the operations of the affected department.

ARTICLE 17.  
SEVERANCE PAY AND RETIREMENT

Section 1. At retirement from active duty, employees who are eligible to retire under a normal severance retirement program, including those having ten (10) years of service, will receive a cash payment equal to the value of thirty percent (30%) of their accumulated sick leave credit up to \$30,000 maximum.

Section 2. The calculation of severance pay based on accumulated, but unused, sick leave will be made on the basis of each eligible employee's regular daily base rate of pay at the time of retirement. Excluded from such calculations will be longevity, annual differentials, shift differentials, in-service differentials, all premium payments, regularly scheduled overtime and all other forms of additional or supplemental compensation.

Section 3. Severance pay will be given to those employees who have given the District reasonable advance written notice on such forms as may be prescribed by the Deputy Chief of Human Resources.

Section 4. Individual employees who may qualify for severance pay based on accumulated but unused sick leave will be notified of eligibility at the time the notice of retirement from active status is given to the District.

Section 5. Employees who are eligible will receive their severance pay within ninety (90) days of their effective date of retirement unless otherwise mutually agreed.

Section 6. 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.

ARTICLE 18.  
HOSPITALIZATION AND INSURANCE BENEFITS

Section 1. For the purpose of this Section, regular and part-time employees shall be defined as follows:

Regular Employees:

Employees who have a regular assignment requiring a minimum of thirty (30) hours of work per week during the school year excluding all student employees, community center employees, breakfast aides and lunchroom attendants. Also excluded are any employees utilized on a substitute basis or for short term assignments such as summer employment.

Part Time Employees:

Employees who have a regular assignment requiring a minimum of nineteen (19) hours but less than thirty (30) hours of work per week during the school year excluding all student employees, community center employees, breakfast aides and lunchroom attendants. Also excluded are any employees utilized on a substitute basis or for short term assignments such as summer employment.

When an employee holds two or more positions, the determination of regular or part-time status is based on each separate assignment and not on a combined basis.

Section 2. Health Insurance.

1. Working Spouse Insurance Coverage.

a. Effective January 1, 2018 and except as provided in sub-section 1.g. below, if a bargaining unit member enrolls his/her spouse in the District's health insurance program and that spouse is eligible to participate (either as a current employee or retiree) in group health insurance sponsored by his/her employer or retirement plan, bargaining unit member's whose annual compensation is \$27,000 or less shall pay a contribution of \$75.00 per month in addition to the employee monthly contribution for family coverage set forth in 2 Medical Insurance below; bargaining unit members whose annual compensation is more than \$27,000 shall pay a contribution of \$125 per month in addition to the employee monthly contribution for family coverage set forth in Medical Insurance below.

b. Upon the spouse's enrollment in his/her employer's healthcare plan or retirement plan, that plan will provide primary coverage for the spouse and the District's plan will provide secondary coverage so long as the bargaining unit member is enrolled in the District's family coverage, and the amount set forth in sub-section 1.a. above shall not apply.

c. During the open enrollment period, every bargaining unit member who has family coverage which includes a spouse who participates in the District's group's health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the District a written declaration verifying whether his/her spouse is eligible to participate and the status of participation in group health insurance coverage and/or prescription drug insurance coverage sponsored by

the spouse's employer or retirement plan provider, effective not later than January 1, 2018

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

e. 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 and/or prescription drug insurance coverage, the member may be subject to disciplinary action up to and including termination. In addition, the bargaining unit member shall be personally liable to the District for reimbursement of the costs of benefits and expenses. The bargaining unit member's spouse shall also be immediately terminated from the District's group health insurance and prescription drug insurance coverage. Any action taken pursuant to this section shall be subject to the grievance procedure, Article ~~XX-VI~~ 27.

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

g. Any bargaining unit member whose spouse is a retired CMSD employee with at least 10 years of full-time service with CMSD 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 a through f above.

## 2. Medical Insurance

Subject to the limitations supra, 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 Super Med Plus, or UHChoice. The level of health insurance, prescription drug insurance, dental, and vision coverage provided, or in the case of self-insurance, under the self-insurance program, will be the same as provided on December 31, 2016, unless as otherwise summarized in Appendix G, infra. 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.

Aetna, Medical Mutual Super Med Plus, or UHChoice. The level of health insurance, prescription drug insurance, dental, and vision coverage provided, or in the case of self-insurance, under the self-insurance program, will be the same as provided on December 31, 2016, unless as otherwise summarized in Appendix G, infra. 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 whose annualized income is more than \$27,000, who enroll in either single or family coverage will pay the following monthly 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: (i) for single coverage - \$100.00; and (ii) for family coverage - \$220.00. Employees who enroll in either single or family coverage will pay the following monthly employee contributions for UHChose: (i) for single coverage - \$50.00; and (ii) for family coverage - \$120.00.

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: (i) for Aetna and MMO – single coverage - \$75.00, family coverage - \$170.00; and (ii) for UHChose – single covered - \$35.00, family coverage - \$100.00. 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 G, infra., and submit that form to an independent third party mutually selected by the District and the Union. 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 the Union will jointly promote participation in these tests.

Employees whose annualized income is \$27,000 or less, who enroll in either single or family coverage will pay the following monthly 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: (i) for single coverage - \$65.00; and (ii) for family coverage - \$143.00. Employees who enroll in either single or family coverage will pay the following monthly employee contributions for UHChoice: (i) for single coverage \$32.50; and (ii) for family coverage - \$110.50.

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 contributions shall be reduced to the following: (i) for Aetna and MMO – single coverage - \$48.75, family coverage - \$110.50 and (ii) for UHChoice – single coverage - \$22.75, family coverage - \$65.00. 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 the covered spouse, only with the covered 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 G, infra., and submit that form to an independent third

party mutually selected by the District and the Union. 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 the Union will jointly promote participation in these tests.

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

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

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

a) Women's Health

- Mammogram
- PapTest
- Bone mineral density test (age 60 and over)
  - HPV (ages 11-26)

b) Men's Health

- Prostate Specific Antigen and digital rectal exam
- Abdominal Aortic Aneurysm (age 65 and over)

c) General

- Fecal occult blood test (annual)
- Flexible Sigmoidoscopy (every 5 years)

- Colonoscopy (every ten years)
- Diabetes Fasting glucose (sugar)
- Cholesterol (every 5 years)

(See Appendix G for level of health care benefits.)

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

b. 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. If the employee declines coverage for the year, s/he shall receive two semi-annual payments of \$250.00. These payments will be made in April and October. If the employee elects to change his/her coverage from family coverage to single (but would otherwise be eligible for continued family-coverage), s/he will receive two semi-annual payments of \$125.00, payable in April and October. Any employee who has opted-out and has any change in spousal coverage may be eligible to re-enroll within the current year of employment provided that the employee returns a pro rata share of the payments received pursuant to this Section.

c. Open Enrollment and Hard Audit. Unless otherwise agreed by the District and Local 1199, open enrollment shall be the entire month of November for coverage effective January 1 of the following years. During the open enrollment period, 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 is not limited to, birth certificates, custody decrees, marriage licenses, working spousal coverage, and/or verification of student status. The District and Local 1199 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.

Section 3. Prescription Drug Plan. (See Appendix G.) 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 G below. The level of benefits shall be the same as provided in the previous Collective Bargaining Agreement between the District and Local 1199 as provided by Medical Mutual of Ohio.

Section 4. Shared Savings. An employee shall be eligible to receive 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.

Section 5. Vision Care. All employees will be covered by a vision care program administered through a provider mutually agreeable to the parties. The District will pay the full cost of this program. The level of vision care benefits shall be the same as provided in the previous Collective Bargaining Agreement between the District and the Union, provided that the United Health Care benefits Summarized in Appendix G.

Section 6. Dental Plan. (See Appendix G).

Section 7. Blood-Borne Pathogen. The District will follow its blood-borne pathogen exposure control plan when an employee has been involved in an exposure incident.

Section 8. Section 125 Plan.

1. The District shall continue to provide a "Cafeteria Plan". The existing Plan shall remain in effect through December 31, 2010. Effective January 1, 2011, that Cafeteria Plan will be expanded to: (a) allow employees who make employee contributions for health care coverage to elect to do on a pre-tax basis, (b) allow employees to elect to receive additional cash in lieu of Board paid health care coverage (as set forth herein), and (c) allow employees to elect to participate in the dependent care and medical care flexible spending accounts

("FSAs") described in paragraph 3 below.

2. The Cafeteria Plan will be designed to meet the requirements of Internal Revenue Code ("IRC") Section 125 and applicable regulations. Accordingly, each bargaining unit member will have an opportunity on an annual basis in November to enroll in the Cafeteria Plan. The election to participate may not be revoked during the current plan year unless there is a change in the employee's circumstances that, in accordance with IRC Section 125, permits the employee to change his or her election under the plan (e.g., divorce, death of spouse, change in employment status, a child losing eligibility for coverage, a court order requiring coverage, or other enrollment rights consistent with federal law). Details of the Cafeteria Plan will be provided on an annual basis at the time of enrollment and will also be available through the Human Resources Department.

3. Under the Cafeteria Plan, each employee will be allowed to make a pre-tax "salary reduction" election up to the maximum amount allowable under IRC Section 129 (currently \$5000 per year), and receive a corresponding credit under a child care/dependent care FSA. Under the dependent care FSA, reimbursement may be received for dependent care expenses described in IRC Section 129.

4. In addition, each bargaining unit member will be allowed to make a separate pre-tax "salary reduction" election up to the established Internal Revenue Service (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.

5. Medical Care Flexible Spending Accounts. The FSAs will each have a \$500 non-expiring carry forward limit as defined by the IRS.

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

Section 9. Life Insurance. The District shall underwrite the cost of \$10,000 group life insurance policy for all regular employees. The District also will provide employees with the option of purchasing life insurance up to the limits of the policies in effect through payroll deduction. Employees classified as lunchroom attendants having a regular assignment requiring a minimum of nineteen (19) hours of work per week, and who are employed on or before September 1, 1996 shall be covered by a \$3,000.00 District-paid Group Life Insurance policy.

Section 10. Extended Coverage.

1. Automatic Summer Coverage.

a. Both hospitalization/prescription drug and group life insurance protection will be extended into the summer months for covered persons employed in positions which are normally school year active only. This includes personnel as defined in Section 548 of the Administrative Code.

b. This extended coverage will terminate effective September 1 should the employee fail to return to active payroll status at that time.

2. Inactive Payroll Status. Health care and life insurance coverage may be continued for any employee who becomes payroll inactive (such as resignation or a leave of absence) as follows:

a. In order to continue health care coverage the inactive employee will have to pay directly to the District the bill that will be received from the District or its designee,

and should they return to active duty as an eligible employee they must re-enroll to obtain coverage.

- b. In order to continue life insurance coverage the inactive employee must contact the insurance company and arrange for direct bill within thirty-one (31) days from the last day of active payroll status.

Section 9. Out-Of-Network Charges. Employees enrolled in the Medical Mutual SuperMed Plus and SuperMed Select plans will pay the charges for services utilized outside of the plans' network as defined by those plans.

Section 10. SERS Pick-Up. The District agrees to continue the "pick-up" of employee retirement contributions to the School Employees Retirement System (SERS) in accordance with Ohio Attorney General's Opinion 82-097.

Section 11. Mental Health, Drug Abuse and Alcoholism. The District will continue to provide the same level of benefits for mental health, drug abuse and alcoholism treatment as provided under the previous collective bargaining agreement except for MMO SuperMed Plus plan. Effective September 1, 2016, there shall be no lifetime maximum for mental health, drug abuse and alcoholism treatment services under the MMO SuperMed Plus plan. However, there shall be a maximum of thirty (30) days inpatient care per year, and a maximum of twenty (20) outpatient visits per year.

Section 12. Durable Medical Equipment. Effective July 1, 2001, durable medical equipment will be provided in accordance with the standard durable medical equipment package under each plan.

Section 15. Health Care Subcommittee. A Health Care Subcommittee shall be established with up to five members appointed by the CEO and up to five members appointed by the District 1199 President. 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 District 1199 President regarding any terms and conditions set forth in this Article, including, without limitation: (1) mandatory re-enrollment; (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 modification 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 District 1199 President.

ARTICLE 19.  
TEMPORARY AND/OR SUBSTITUTE EMPLOYEES

The District shall not use temporary (substitute) employees to eliminate regular jobs or regular employees.

ARTICLE 20.  
PROBATIONARY PERIOD

New employees shall serve a probationary period of ninety (90) work days. If the employee's probationary period extends beyond the end of the school year and the employee is not scheduled to work in the summer, then the summer shall not be considered as "work days" for the probationary period. Discharge of an employee prior to the completion of the probationary period shall not be subject to the grievance procedure herein or any Civil Service Commission procedures. An employee must complete his/her probationary period before the employee is eligible for a transfer or promotion.

ARTICLE 21.  
UNION RIGHTS

Section 1. It shall not be a violation of this Agreement, and it shall not be a cause for discharge or disciplinary action for any employee to refuse to do work normally done by striking members of another Union.

Section 2. Officers and/or staff representatives of the Union shall be permitted to enter the District's premises during working hours but at no time shall such visitation rights

interfere with the work requirements of any employee or disrupt operations in any way unless expressly permitted by the District. The District agrees that during working hours, on the District's premises and without loss of pay, designated Union representatives shall be permitted to:

1. Collect Union dues, initiation fees and assessments (if these funds are not collected through payroll deduction);
2. Post Union notices;
3. Distribute Union literature;
4. Solicit Union membership during other than the employees' working time;
5. Attend negotiating meetings;
6. Transmit communications, authorized by the Union or its officers, to the District or its representatives; and
7. Consult with District representatives, Union officers, or other Union representatives concerning enforcement, interpretation, application or violation of any provision of this Agreement.

Section 3. The District specifically agrees that there will be no reduction of the hours worked by any employee represented by the Union without negotiations with the Union.

Section 4.

1. The Union shall have the authorization to use the school mails for matters pertaining to its members.
2. 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.
3. The Union shall be permitted use of the bulletin boards in each school building, or other buildings, for the posting of notices concerning official Union business. The Union shall not

post inappropriate material.

4. Permits shall be issued to the Union for Union meetings in District owned or operated buildings and other facilities, without any charge to the Union, unless the District incurs additional costs solely because of the holding of the meeting.

Section 5. The District will make every effort to cooperate with the Union to keep abreast of all pertinent programs and developments affecting working conditions of the employees.

Section 6. The Union will be given two computer print-outs in October and February of each year; one alphabetically by employee name and the other by work site. The print-out shall include the following information:

Employee name; Employee

number;

Date of appointment to current position;

Current rate of pay;

Asterisk the names of the employees whose union dues are being collected through District payroll deduction; and

Code by employment status.

Such print-outs will not be shared with private or commercial agencies for promotional purposes.

Section 7. The District will provide the Union with the opportunity to make a presentation on this Agreement for bargaining unit employees as part of the District's pre-school orientation meetings. If additional employee orientation sessions are held for new employees, the Union will be given an opportunity to make a presentation for the newly hired employees provided it does not interfere with the services or operations of the District.

Section 8. If a committee is formed that includes other bargaining unit personnel to address issues that materially affect or impact the duties of members of this bargaining unit, the Union will be provided immediate notice of the formation of the committee, and the Union shall

have the opportunity for input into this committee on such issues.

Section 9. The District recognizes the right of the Union to select Delegates, and Alternate Delegates for purposes of ascertaining whether the Agreement is being fulfilled and to provide employees at the various facilities of the District with Union Delegates.

Section 10. The District agrees that the Delegates or Alternate Delegates designated by the Union may be released from duty if the need arises to assist in the problems related to all personnel represented by the Union without loss of pay during working hours. In addition, the Grievance Chair, Executive Board member, or other similar-ranking single individual as the Union may select, shall be allowed one day per week for the purpose of handling Union Business. The Board shall not unreasonably deny the release of any Delegate, Alternate Delegate, Grievance Chair, Executive Board Member, or other Union representative.

Section 11. Permission is to be secured from the proper designated supervisor by a Delegate or Alternate Delegate who desires to be so released to visit or to otherwise assist in resolving problems or matters of concern. Any Delegate leaving his/her building is to notify the proper designated supervisor prior to vacating the premises.

Section 12. The District and the Union both recognize the benefits or training as related to Union leadership. The District shall release the Union Delegates and Executive Board members to attend selected Union related activities including leadership development programs. The Union Delegates and Executive Board members shall submit the appropriate leave of absence form in advance, to attend the Union related activity. The District will bear no cost associated with the training.

## ARTICLE 22. JOB POSTING - TRANSFERS AND PROMOTIONS

### Job Posting and Transfer

In the event the District elects to fill a vacancy in any of the classifications represented by the Union, the District will electronically post the job opportunity including the work

location, appropriate pay band, and the number of hours for a minimum of ten (10) working days. In addition, the District shall also send the posting to bargaining unit members through the District email system.

The District will establish a pool of eligible candidates comprised of employees who file preferential forms or respond to job postings and applications from individuals who are not District employees. All individuals hired into classifications represented by the Union will be obtained through this Candidate "Pool" Process.

Seniority based on length of service as a legally and permanently appointed employee and meritorious service shall be the basis for transfers, promotions, or filling of vacancies within the service. Such vacancies shall be filled as soon as practicable after such vacancies occur. In the filling of such vacancies, references will be made to the preferential lists of employees on file in the appropriate office at the date when vacancies occur.

1. Lateral Transfers (Job and Work Site Preference)

All lateral transfers within classifications represented by the Union shall be administered through the use of a preferential form system. Beginning July 1, 2010, preferential forms shall be in effect from July 1 through June 30 of each school year.

The bargaining unit member shall list each preference on the form in the order of that bargaining unit member's priority.

The Lateral Transfer of ESS to fill vacancies shall be based upon seniority and meritorious service. Each shall be given 50% weight as the basis for transfers within the service. Such vacancies shall be filled as soon as practicable after such vacancies occur. In the filling of such vacancies, references will be made to the preferential lists of employees on file in the

appropriate office at the date when vacancies occur.

"Meritorious service" shall be determined by giving equal weight to the employee's evaluations, attendance record and disciplinary records.

## 2. Special Transfers

Special Transfers are transfers requested by either the bargaining unit members or administrators for the purpose of promoting the best interests of the District. In the event it becomes necessary to assign, reassign or transfer a member, whether voluntary or involuntary on the part of the member for the purpose of promoting the best interest of the District, the Chief Talent Officer/designee shall first meet with the member, the principals of the affected building (with regard to secretaries) or the employee's immediate supervisor (with regard to dietary or ESS) and the Union designee. Assignment, reassignment or transfer shall not be delayed due to the unavailability of meeting participants who have been duly notified.

The special transfer provisions may not be used as a form of discipline.

## 3. Promotions

All promotions into classifications represented by the Union will be made through the Job Posting and Candidate "Pool" process. The District will establish a pool of eligible candidates from responses to District promotional postings. As promotional vacancies occur, the District will, subject to its hiring requirements, recommend qualified candidates from the pool to fill the promotional position. All promotions shall occur within two (2) weeks or as soon as practical after the effective date established by the District for the promotion.

When an employee is promoted into a higher classification, the employee will receive an increase in compensation of either three increments, or be paid the minimum salary for the position, whichever is greater. When an employee is promoted two

or more levels in a promotional classification series, the employee will receive an increase in compensation of six increments or be paid the minimum salary for the position, whichever is greater.

Members who successfully meet the requirements of the District's secretarial assessment tool and are promoted into an open posted School Secretary position shall be placed at the beginning level of the salary schedule for School Secretary but in no event shall receive less than the current salary in their existing secretarial job classification. Any Chief Secretary who is promoted to the School Secretary position will maintain their original seniority regardless of re-classification date.

Additionally, current bargaining unit members in the previous classifications (Junior, Senior, Principal, and Chief) will be eligible for a one-time \$500 stipend if they take the assessment, receive a qualifying score, and are reclassified.

#### 4. Governing Guidelines.

The recommendation for all new hires, lateral transfers, filling of vacancies, and promotions will be governed under the following guidelines:

- a. First consideration will be given to qualified employees in the same classification who have on file a preferential form requesting a lateral transfer;
- b. Second consideration will be given to qualified employees who have responded to relevant job postings; and
- c. Third consideration will be given to all qualified candidates who do not fall within categories 1 or 2.
- d. Any ESS hired on or after July 1, 2010, shall be classified as "Permanent Various". Such ESS shall not have permanent building/location assignments but will be assigned as needed by the District. Permanent/various ESS shall put in a preferential list by school within

a region so he/she can be assigned to any school in the region as determined by the District. Permanent/various ESS may be assigned to different schools within a region with two work days notice and shall work the same hours as the previous assignment.

The District will not hire an individual who is not a bargaining unit employee where there are current employees who have requested a transfer or bid on an opening so long as the bargaining unit employees are qualified, as determined by the criteria set forth below.

In making selections among candidates in any of the above categories, the District will abide by its recruitment and selection regulations. In determining whether or not an individual is qualified, the District will adhere to the principle of meritorious service and specifically will evaluate the individual's skill, ability, work record, disciplinary record, attendance record, evaluations, recommendations, experience, education, training, and other relevant factors, such as assessment results and test scores. Where the District determines that two or more individuals are equally qualified, the District shall recommend for hire the individual with greatest seniority. The parties agree that these procedures shall supersede any applicable Civil Service statute, rule, or regulation.

#### ARTICLE 23.

#### LAYOFFS - DISPLACEMENT AND BUMPING RIGHTS - RECALLS

Section 1. No regular 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 job category in which the layoff occurs. "Job category" shall be defined as either: clerical, dietary, or ESS. If an employee is targeted for layoff status, he/she will be offered any available positions within his/her classification without regard to the normal bidding procedure. The process for determining seniority in the event of a tie-breaker is as follows:

1. Original hire date; in job category

2. Date application signed (manually or electronically); and
3. Last four digits of the employees' social security number with the highest number being laid off first.

In the event layoffs become necessary, the District will notify an individual identified by the Union by certified mail when possible at least thirty (30) days prior to the effective date of the proposed layoffs. When the District notifies the Union, the notification letter shall provide the following:

1. Classifications affected by layoffs;
2. The Union members targeted for layoff;
3. Seniority lists by classification; and
4. Recall lists by classifications.

The District shall schedule a meeting with the Union within ten (10) days of the District's mailing the certified notice of layoff to the Union. At that time, the Union may present any information it believes could assist the District in its layoff decisions. The District will review the information and consider the Union's information and presentation. The Union's failure to meet with the District shall not infringe upon the District's Management Rights nor postpone or delay the District's right to move forward with the layoffs.

The Union members targeted for layoff shall be given the opportunity to rank their assignment preference based upon bumping rights. The District shall not unreasonably deny such preference.

Section 2. Consistent with Section 1, after reviewing the Union's information and presentation, if the District determines that layoffs are still necessary, the District will

use its best efforts to notify the Union members targeted for layoff ten (10) work days prior to the actual layoff date(s). The District will notify the employee via certified mail at the employee's address as contained in Human Resources. P.O. Boxes are not valid addresses. Where the Union member's last known address is a P.O. Box, the Union member's school or building of assignment shall serve as the last known address. The District shall also provide a copy of all lay-off notices to a designee identified by the Union.

Prior to any layoff or bumping, all temporary and probationary employees in the affected classifications shall be laid off. Employees who are targeted for layoff shall have the right to bump to a previously held classification provided that an employee cannot bump into a previously held higher pay band position if the employee was either voluntarily or involuntarily moved from such position and shall maintain their current wage rate or the top of the pay band, whichever is less. In no event will an employee be laid off where there is a less senior employee still employed anywhere in the District in the classification.

Section 3. 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 recalled to a previously held classification in the order in which they appear on the recall list. An employee shall remain on a recall list for two (2) years after his/her layoff or bumping out of a classification. The District shall provide the Union with a recall list for each classification in which it represents employees.

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

Section 4. 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.

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 that classification 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.

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.

Section 5. Temporary layoffs (six (6) weeks or less) occasioned by occurrences such as strike, calamity, or act of God shall be made on a classification-by classification basis. Employees temporarily laid off shall be laid off in inverse order of their service with the District on a site-by-site basis in the classification in which the layoff occurs. There shall be no bumping between sites in effectuating a temporary layoff.

Section 6. An employee who leaves the bargaining unit for a position within the District shall retain his/her seniority from the employee's previous classification for a period of one (1) year. If during that one-year period, the employee is bumped out of or laid off from the non-bargaining unit position, the employee may return to this bargaining unit, if a vacancy exists and no other bargaining unit employee is on the recall list that can perform the duties of that vacant position. In such a case, the employee shall return to the bargaining unit with the same seniority, for layoff and recall purposes only, as when the employee left the bargaining unit.

If, after the above one-year period, the employee is bumped out of or laid off from the non-bargaining unit position, the employee may return to this bargaining unit, if a vacancy exists and no other bargaining unit employee is on a recall list that can perform the duties of that vacant position. In such a case, the employee shall return to the bargaining unit and be considered a new employee, for purposes of layoff and recall only.

Notwithstanding the above, the employee who leaves and then returns to this bargaining unit under this Section shall retain seniority from the date the employee was originally hired as a permanent employee for all other purposes except for layoff and recall.

Section 7. Displacement. As used in this section, "displacement" shall mean a bargaining unit member who is without a position due to a building closure or program

ending. Such a person shall be referred to as a "displaced person."

A displaced bargaining unit member will be notified of building closures and/or program termination as soon as reasonably possible after the determination is made and approved by the CEO and/or the Board of Education as appropriate.

The District will identify the open bargaining unit positions, including those in which members are able to exercise their bumping rights. The displaced bargaining unit member(s) and Union will be notified by the District of the date and time of the meeting to review these positions which shall include the building location, number of contracted hours and hours of work. An open position list will be provided in writing to the Union and displaced members prior to the meeting. At the meeting, the displaced bargaining unit member(s) shall have ranked his/her preferences for the open positions and shall select the open positions by seniority. The Union shall have the right to have one or more representatives present at this meeting and the Union and the affected bargaining unit members shall have the opportunity to observe the selection process and the Union shall have the right to monitor the selection process. If a member is unable to attend, he/she may designate in writing an individual to select on his/her behalf. The District will use its best efforts to have the displacement meeting will take place prior to the end of the school year. This process takes precedence over a non-displaced employee's preference list.

Section 8. 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 (60) months after his/her layoff or bumping out of a classification. The District shall provide the Union with the recall list.

ARTICLE 24  
JOB DESCRIPTIONS

The District will furnish to the Union upon request a list of all job classifications represented by the Union and corresponding job descriptions.

ARTICLE 25  
DISCIPLINE

A. Discipline only for just cause - Employees covered by this agreement shall be disciplined, demoted, suspended, or discharged only for just cause under arbitral law.

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/pre-disciplinary. The administrator shall have twenty (20) 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/pre-disciplinary hearing will be held before the appropriate Deputy Chief/Executive Director or designee appointed by the CEO in accordance

with Loudermill and Weingarten in 3, 4 and 5 below, 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.

3. The hearing will be held within a reasonable time (but no less than 48 hours) following receipt of the written allegations.
4. The bargaining unit member will be given a meaningful opportunity to respond to the allegations.
5. Not later than ten (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.
6. If the administrator recommends termination or suspension without pay, the CEO/designee shall review the evidence to determine whether the recommended discipline is warranted.
7. The CEO shall make a recommendation regarding discipline within 30 days.
8. The Board can adopt or modify the recommendation but cannot impose more severe discipline.
9. The Board shall notify the bargaining unit member and the Union of its decision.
10. 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.

11. The bargaining unit member can appeal the discipline through the grievance procedures specified in the CBA.

Garrity Rights. Any bargaining unit member covered by this Agreement shall be afforded full treatment and protection under his or her Garrity rights.

Refusal to answer questions on the grounds that answers may incriminate the bargaining unit member shall not be subject to disciplinary action.

The Weingarten Protocol set forth in Article XX.VI 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.

12. All meetings or hearings held in regard to disciplinary action which an employee is required to attend will be held during the employee's working hours, whenever possible. If such meetings or hearings are held outside of an employee's working hours, he/she shall be compensated for the time spent at the meeting or hearing.

13. Progressive discipline, which ordinarily and involves increasingly severe levels of discipline, beginning with a verbal warning and concluding with termination, shall apply consistent with the District's right to bypass any or all steps of progressive discipline, depending on the nature of the offense.

ARTICLE 26 FACILITY  
CLOSURES

Effective July 1, 2010, subject to the provisions set forth below, all members who were assigned to a building at the time the building closed for renovations or rebuilding shall have the right to return to that building in their previously held classification prior to any staff who were not at the affected building. If there are insufficient openings to accommodate the requests, the positions will be filled by seniority within the classification.

For dietary staff, the first right of refusal only applies if the food service operation remains the same as when the building closed.

For school secretaries, the first right of refusal only applies if the grade levels are the same as when the building closed.

If a formal school closing committee is formed by the District, the Union shall select a representative to serve on the committee and release time shall be provided whenever meetings or school visits are scheduled during the school day.

The parties agree to develop a joint committee to discuss the District's plan for permanent and/or temporary building closures. A discussion item of the committee will be to review any displaced individuals affected by such building closures.

#### ARTICLE 27. GRIEVANCE PROCEDURE

Definition - A grievance is any matter concerning any alleged employee discipline or discharge without just cause or the interpretation, application or alleged violation of a specific clause of this agreement between the District and the Union.

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 ten (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 ten (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 grievance chair and the Administrative Organizer.

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

Discipline involving alleged criminal activity (Garrity rights). Any employee covered by this agreement shall be afforded full treatment and protection under Garrity. Under Garrity, a bargaining unit employee, who as part of or subject to a District investigation, disciplinary proceeding or grievance hearing, would be normally expected to answer questions regarding their official duties and who refuses to answer on the ground that

answers may tend to incriminate them will not be subject to disciplinary action. An employee exercising his/her Garrity right has a right to his/her own private legal representation at his/her own cost.

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

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

Any grievance at any step of the grievance procedure may be settled and any settlement that is reached shall be reduced to writing and signed by both parties.

#### 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 District Step One Hearing Officer within thirty (30) days of when the employee knew or should have known of the event giving rise to the grievance. The District's Designated Step One Hearing Officer shall take the necessary steps to consider the merits of the grievance. The District Step One Hearing Officer shall have six (6) working days in which to adjust the matter. If the District Step One Hearing Officer 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, the grievance shall be presented within six (6) additional working days to the District Step Two Hearing Officer 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:

Mandatory Mediation. If the grievance is not resolved at Step Two, then the Union

and the District shall utilize the grievance mediation process in an attempt to resolve a grievance before going to arbitration. The objective is to find a mutually satisfactory resolution of the dispute. A single mediator shall be chosen by the parties. A mediator may be chosen by the parties by informal means. If the parties cannot agree, the mediator shall be selected under the procedures of the Federal Mediation and Conciliation Service (FMCS). Two (2) representatives of the Union, and all necessary witnesses who are employees of the District shall receive their regular salaries or wages for the time spent in the grievance mediation proceeding, which shall be during working hours as stated in this Agreement.

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

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

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

1. The grievant is entitled to attend the mediation.

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

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

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

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

6. The mediator has no authority to compel a resolution.

7. If the parties cannot resolve the problem, the mediator may provide the parties in joint or separate session with an oral advisory opinion.

8. If the parties cannot resolve the grievance, they may proceed to arbitration according to the procedures in this Agreement.

9. Nothing said by the parties during a grievance mediation, nor any documents prepared for a mediation session can be used during arbitration proceedings.

10. The parties must agree to hold FMCS and FMCS Commissioners harmless for any claim for damages arising from the mediation process.

11. Any grievance settlement shall be reduced to writing and signed by the parties.

12. 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: Arbitration

1. If the matter is not resolved at Step Two or the grievance mediation process, the Union shall have the right within thirty (30) work days following the completion of the Union's arbitration review process 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. Two (2) representatives of the Union and all necessary witnesses who are employees of the District shall receive their regular salaries or wages for time spent in the arbitration proceeding, if conducted during working hours.

2. 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.

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

4. The Union shall request a panel of seven (7) arbitrators from FMCS. An Arbitrator will be selected from the FMCS in accordance with the voluntary labor arbitration rules.

#### EXPEDITED ARBITRATION

1. 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 12 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.

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

3. 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 28. GENERAL

1. The District shall make available to the Union upon its reasonable request, any and all available information, statistics and records relevant to negotiations or necessary for the implementation of the terms of this Agreement.

2. Proposals and information concerning funded programs will be shared with the Union upon request.

3. All bargaining unit members may file a "letter of inquiry" which requests information on salary, working conditions and/or fringe benefits. The Union shall process the letter of inquiry and where the Union believes it necessary, it may request in writing from the Chief Talent Officer or his/her designee information to enable the Union to respond to the inquiry. Information requested shall be provided to the Union in writing within thirty (30) calendar days of receipt by the Chief Talent Officer of the

request of the Union. Thereafter, the Union will respond to the member.

4. 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. Every effort will be made to discuss with the Union new policies or policy changes which may affect members of the bargaining unit.

6. No material derogatory to a bargaining unit member's conduct, service, character, or personality shall be placed in the member's file unless the member has the opportunity to read and discuss the material in question with the author. A member shall be provided with a copy of the material within six (6) working days, excluding days the member or supervisor is absent. After being provided a copy of that material, a member shall be given the opportunity to discuss the material as soon as possible after the receipt of the material by the supervisor but not later than ten (10) working days, excluding days the member or supervisor is absent, after such receipt. All such materials authorized by supervisory personnel shall be signed and dated. These time restrictions may be extended where circumstances warrant. The member shall acknowledge that such material has been read by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that the material to be filed has been read, and does not indicate agreement with its content. If the member refuses to sign the actual copy to be filed, it shall be noted on that copy by the supervisor involved who shall also procure the signature of one witness who must be present when the member refuses to sign. The signature of the witness shall constitute acknowledgement for the purposes of this paragraph. Any such material placed in a member's file, after the

date of this Agreement, without the acknowledgment of the member as set forth in this Article, cannot be used against the member in any proceeding, and is to be removed from the file. The employee shall have the right to answer any material filed, and his/her answer shall be attached to the file copy.

Where a supervisor is not normally stationed at the building where the member is assigned, or where a member is not normally stationed at the building where the supervisor is assigned, the material shall be provided to the member within twenty (20) working days of receipt and an opportunity to discuss the material will be scheduled no later than twenty (20) working days after the member is provided a copy, without reference to the absence of the member or supervisor. The employee shall have the right to answer any material filed, and that answer shall be attached to the file copy. Upon an appropriate request by an employee, he/she shall be permitted to examine his/her file. An employee may not remove or change any documents or information in his/her personnel file except in accordance with law.

7. If the District conducts a study on staffing, the District will seek input from the Union as it develops the plan. If the District develops a procedural manual for union members, the District will seek input into developing the procedural manual from three (3) representatives designated by the Union. By seeking input the District does not waive any of its Management Right outline in Article 41 of this Agreement.

8. If it is necessary for an employee to leave the premises for emergency and/or illness, the employee shall report only to the supervisor in charge.

9. The District will consult with the appropriate Union Delegates with respect to the selection of required uniforms.

10. The District shall furnish the Union a list of all supervisory personnel, in addition thereto and shall choose the singular supervisor from whom the employees will receive their orders.

The supervisors who are over the designated supervisor shall channel their orders and/or directions through the main supervisor.

11. Personal Information. The District is implementing a new pay system. Once implemented all employee pay records, except W-2 forms, but including pay stubs and reimbursement checks, shall be in electronic format and shall not be provided in paper format. The bargaining unit member shall have access to a working computer at his/her assigned building to use/print (if needed) all pay stubs, payroll records, reimbursement checks, etc. Until the new system is implemented, a printed statement shall be delivered in sealed envelopes, and shall include the employees earned sick time, vacation, and overtime earned from the pay period. Permit earnings shall be paid in the current pay period, but not to exceed two pay periods. Permit earnings will be referenced on the payroll stub, including the event and the date the event worked, provided the new payroll system has the capability to provide such information.

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

Until the new system is implemented, the District shall place improved information on pay slip as follows:

a. Identification Coding: When the employee receives pay for extra duties, in-service meetings, differentials, longevity, etc., the amount for each item shall be identified by a code on each pay slip.

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

12. 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.

13. The Union shall have the right to utilize the District's email system. The

District may review any literature intended to be sent out through email. The Union agrees to comply with any reasonable policy by the District regulating email and the District network policy. Upon request of a member, he/she shall be provided an email account upon submission of the required consent form.

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

15. 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.

16. Deferred Pay Option. Bargaining unit members shall have the option to select either the District's established twenty (20) or twenty-six (26) biweekly pay plan. The deferred amount for ten month hourly employees shall be calculated at 15 percent.

17. The Union recognizes the District's right to own and operate charter schools. If the District opens a charter school that it owns and operates such school shall be staffed by SEIU District 1199 members as identified in Article I of this agreement.

18. Adjustment of workload may be addressed by the Article 26 Grievance Procedure: A bargaining unit member at any worksite who feels that the workload is not fairly distributed may file a grievance for adjustment of said work.

#### ARTICLE 29.

#### HOURS OF WORK AND OVERTIME/SUPPLEMENTAL ASSIGNMENTS

Section 1. Clerical and library aide personnel shall be on duty seven and three-quarters (7-3/4) hours per day, five (5) days per week, excluding lunch hour. All personnel will be

scheduled in keeping with the needs of their assignments. Deviations may be authorized to meet unusual or unexpected operational requirements.

Section 2. On a case-by-case basis, and subject to prior approval of management, based on operational needs, overtime hours will be offered to employees in an equitable manner among affected employees at the specific site. For other overtime, the District and the Union shall develop a policy for the equitable distribution of overtime.

Section 3. If an employee is found to have been improperly passed over for an overtime opportunity, his/her remedy shall be limited to an offer of the next available opportunity for overtime of equal or greater hours. The District shall not be required to pay for missed overtime opportunities with cash, except where the Union establishes that such improper pass over was intentional.

Section 4. Employees who are assigned to work seven and three-quarters (7- 3/4) hours or over are entitled to two (2) fifteen (15) minute breaks.

Section 5. Supplemental assignments are those work assignments outside of the employees normal work schedule (i.e. night school, summer school, summer assignments). Employees shall be allowed to use a sick leave or special privilege leave during a supplemental assignment. Supplemental assignment pay is calculated at the straight time daily earning rate.

Section 6. Time and one-half of the current hourly rate is to be paid beyond eight (8) hours per day, forty (40) hours per week when authorized by the District.

Section 7. The Labor-Management Committee shall discuss the adjustment of hours of work for dietary workers.

ARTICLE 30.  
ASSIGNMENT OF AVAILABLE HOURS

Any employee whose schedule of hours to be worked in his/her regular job classification is reduced below nineteen (19) hours per week shall be offered any available employment in any other job classification for which he/she is qualified, to provide employment of at least nineteen (19) hours per week before any new employees are hired to fill such positions. A minimum of nineteen (19) hours of employment is hereby made available, if possible, to all employees to ensure the continuation of their coverage under all insurance programs. The District has the right to assign employees with hours below nineteen (19) to other non-classification duties where agreeable with the employee and at the appropriate rate of pay.

Whenever an employee working under the General Fund, i.e., non-dietary employees, regularly working at a facility, is terminated for any reason or laid off and the District has decided to fill the vacancy, or where hours are expanded in that classification, the remaining employees, by seniority, shall be permitted to acquire, at their respective facility, the available hours of the terminated or laid-off employee, or expanded hours, provided that said increase for the employee does not result in more than forty (40) hours per week. Further, the District will not assign any ESS in a facility whereby the employee is performing his/her duties alone in any property, unless the ESS consents to the assignment. The District will assign ESS consistent with the ESS Contingency Plan.

The purpose of this provision is to maximize an employee's hours worked per week. If an employee is hired or employed for less than nineteen (19) hours, said employee shall be offered any other available hours at other locations within and outside of his/her normal job responsibilities for which he/she is qualified, agreeable to the employee, in order to increase his/her

hours of work per week.

ARTICLE 31.  
ENVIRONMENTAL SERVICE SPECIALIST (ESS)

Section 1. Lead

There shall be one lead ESS for any building with three or more night shift ESS. In addition to his/her regular ESS assignments, the lead ESS shall have lead person responsibilities over the ESS staff and be responsible for issuing supplies and providing in-service training to substitute ESS and new employees assigned to the building. The lead ESS shall report any and all pertinent information to the custodian in charge in regard to the work site including any such information received from the ESS staff. The lead ESS will be compensated based on a differential under the following schedule:

3 ESS a building .....	35* per hour
4 to 6 ESS in a building .....	41* per hour
7 and above ESS in a building .....	47* per hour

\*Employees utilized as alternate lead ESS will be compensated at the same differential rate as the lead ESS for the time they are working in that position.

Individuals shall be selected for the position of lead ESS based upon seniority and meritorious service. An individual selected for lead ESS may continue in that position only so long as the employee continues to demonstrate meritorious service in the position. Lead ESS shall be reviewed at least annually on the effectiveness of ESS activities in their building. Upon their option, employees who achieve lead ESS positions may obtain additional in-service and training which would qualify them for positions in the custodial staff. The District will share the cost of the training and, the District will review applications from staff for such vacancies who possess the necessary qualifications. Applicants for assistant custodian positions must satisfy civil service and state testing and license requirements.

Section 2.

The Union and the District shall meet to discuss the relationship of the ESS and permit work through a Labor-Management Committee. The Union can request that the Executive Directory/Deputy Chief of Business Operations be present at such meeting.

Section 3.

The Union and the District agree to meet annually to discuss ESS staffing levels.

ENVIRONMENTAL SERVICE SPECIALIST CONTINGENCY PLAN:

Traditional High School (18-20 Bracket; 200,000+ Sq. Ft.) where the staffing has been reduced to three (3) ESS:

All restrooms, locker room areas, offices, dispensaries, multipurpose areas and corridors must be cleaned on a daily basis. All trash throughout the building is to be emptied on a daily basis. Stairways are to be cleaned on an as needed basis.

One half (50%) of the total number of classrooms and related areas are to be cleaned every other day. This means that 50% of the classroom and related areas are thoroughly cleaned every other day. (Keep a daily log of the alternating schedule for the rooms and areas that are cleaned).

Pre-K-8 Schools (17-18 Bracket; 100,000-149,999 and 150,000-199,999 Sq. Ft.) where the staffing has been reduced to two (2) ESS:

All restrooms, locker room areas, offices, dispensaries, multipurpose areas and corridors must be cleaned on a daily basis. All trash throughout the building is to be emptied on a daily basis. Stairways are to be cleaned on an as needed basis.

One half (50%) of the total number of classrooms and related areas are to be cleaned every other day. This means that 50% of the classroom and related areas are thoroughly cleaned every other day. (Keep a daily log of the alternating schedule for the rooms and areas that are cleaned).

ESS Options for Buildings That Only Have One (1) ESS Reporting:

In any situation where there is only one (1) ESS reporting to work (i.e., only one (1) ESS is assigned to the building, two (2) ESS are assigned but one ESS is out due to a leave of absence, etc.), that ESS may not be required to work beyond the time that the Custodian, Assistant Custodian, or District designee leaves the building, whichever person leaves the building last. If the ESS desires to continue working that day, the ESS must be given the choice of one of the following options:

1. The ESS can agree to either work the full normal shift hours alone or work any partial amount of the remaining normal shift hours after the District

staffing leaves. Time not worked shall be made up within ten (10) days.

2. If the ESS chooses not to work alone in the building at any time, the ESS must be given one (1) of the following choices:
  - a. The ESS shall be allowed to make up any missed portion of the full shift by coming in no more than one hour prior to the ESS's regular shift unless prior approval by the Facilities Manager. The make-up hours identified above cannot be used for any overtime calculations.
  - b. The ESS may be afforded the opportunity to work the remainder of his/her shift at another building while District staffing is present.
3. If the District offers overtime on a day that a ESS elects to come in in early to work their regular number of hours, then upon the completion of those hours, the ESS will be given the opportunity to work the overtime at the time and one half rate.
4. If the ESS declines all options, the ESS waives his/her right to work that day. However, the ESS's refusal to work shall not be deemed an unexcused absence under the Absence Abuse Policy.
5. ESS will not be allowed to use sick time arbitrarily if they choose not to work beyond the time the Custodian leaves.

**Note:**

All time must be made up within the ten (10) day period identified above. If not, the District is not obligated to allow the ESS to make up the missed time.

If more than ten (10) hours need to be made up, the custodian, the facilities manager, and the affected ESS will develop a plan in good faith to make up the time.

ESS Notification:

Every ESS is required to give the custodian a telephone number for contact purposes only. It is the ESS's responsibility to inform the custodian of any change to the telephone number.

When the Facilities Manager receives notification that the absence of one or more ERSS will result in only one ESS reporting on a particular day, the Facilities Manager must make every effort to contact that ESS. The Facilities Manager must inform the ESS of the absence and allow the ESS to report to work in compliance with the above-mentioned options.

If the Facilities Manager cannot contact the ESS on the first try the Facilities Manager's office will make 2 additional attempts to make contact. If contact cannot be made and the ESS arrives for regular duty at the regular time, and does not choose to stay beyond the time that the custodian, assistant custodian, or District designee leaves, then the ESS has

the right to choose one of the above-mentioned options.

Multi-ESS Building Where Staffing Is Reduced:

The custodian must develop a schedule that outlines what is to be cleaned, the corresponding day that the cleaning is to take place, and who is responsible for the cleaning. The custodian, assistant custodian, and laborer are to assist in the cleaning of the building wherever there has been a reduction in staff. No exceptions.

If at any time there is no ESS reporting to perform the ESS duties, the custodian and the rest of the custodial staff are to address all restrooms, corridors, and empty all trash throughout the building and provide other needed services that can be performed in the prescribed normal workday.

No overtime shall be granted or worked to clean the building, unless offered and authorized by the Facilities Manager.

Section 4.

Effective July 1, 2017, all ESS that work in traditional school buildings will become twelve month employees. The hours of work for the ESS will be eight (8) hours per day/ forty (40) hours per week during the school year. During the summer, the ESS will work a minimum of six (6) hours per day/thirty (30) hours per week. Those ESS positions that were considered 12 month employees prior to July 1, 2017 shall continue to work their existing schedules and hours.

Section 5.

As used in this contract the term "cleaner" will be changed to Environmental Service Specialist ("ESS").

ARTICLE 32.  
CALL-IN PAY

An employee required to report back to work after the close of his/her shift, or on

any day that is not a regular work day, shall perform necessary tasks or other assigned duties. In the event the matter for which one is called back to work takes less than three (2 3) hours to resolve, the union member 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 work to be determined by the District. A union member choosing option (b) shall provide a written summary of the tasks performed during the call back.

ARTICLE 33.  
INCLEMENTWEATHER

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 this inclement weather provision (and not actually worked will be paid at a straight-time rate and will not be considered in any overtime calculations.

ARTICLE 34.  
WORKING OUT OF CLASSIFICATION – FOOD SERVICE

Section 1. No person covered by this Agreement will be required to accept the responsibilities and carry out the duties of a position or rank other than that which he/she normally holds except in emergency situations. No employee shall be requested to perform duties that are in violation of law. Where the Union contends that employees are being unreasonably subjected to circumstances outside of their normal course of duties, the District shall meet and work to resolve said problem.

Section 2. When an employee is assigned by management to work in another

job classification which is higher in pay, he/she shall receive seventy five cents (\$.75) for each hour worked in the higher classification beginning with the first working day and each day worked thereafter. A secretary Union member assuming the head secretary position shall be paid an additional \$2.50 per hour for each hour worked as a head secretary. If an employee is required to accept the responsibilities and to carry out the duties of a position or classification below their current position or classification, the employee shall continue to receive his/her regular rate of pay. This clause shall not be construed to grant to bargaining unit members any rights to any higher paid classification. Additionally, this section supersedes all side letters and memorandums of understanding.

ARTICLE 35.  
WAGE DIFFERENTIAL

Section 1. Secretarial employees who volunteer and receive training shall be allowed to distribute medication to students. The District shall pay one secretary per building \$600 per school year in one lump sum payment for distributing medication.

Section 2. Secretarial employees who volunteer and receive training shall be allowed to distribute medication to students attending summer school. The District shall pay one secretary per summer school building \$70.68 per summer session for distributing medication.

ARTICLE 36.  
SUBCONTRACTING OF WORK

No work which is, or could be, performed by employees of the District without any additional training shall be subcontracted, 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 classification being returned to work. The District also will not subcontract services either to fill any vacated positions or to fill newly created positions within the Union's jurisdiction.

ARTICLE 37.  
CAREER LADDER

See Appendix C of this Agreement.

ARTICLE 38.  
WAGES

YEAR 1

One Dollar (\$1.00) per hour wage increase for all hourly job classifications effective July 1, 2017.

For all salaried employees with a current 260 day base salary of less than or equal to \$27,040:

Two Thousand Eighty Dollars (\$2,080) increase in base pay for 260 contract day employees effective July 1, 2017; prorated based on number of contract days.

2.75% increase in base pay (not increments or longevity) for all salaried employees with a current 260 day base salary of more than \$27,040;

YEAR 2

Fifty Cent (.50) per hour increment for all hourly bargaining unit members effective July 1, 2018.

2.75% increase in annual increment for all salaried bargaining unit members prorated based on number of contract days effective July 1, 2018.

2.75% increase in base pay for all salaried employees prorated based on number of contract days effective July 1, 2018.

Longevity Frozen and/or Eliminated. Effective June 30, 2012, longevity will be frozen for all bargaining unit members hired prior to July 1, 2011. Bargaining unit members hired prior to July 1, 2011 with less than 20 years, will be eligible to receive longevity compensation at his/her 20 year mark and will then be frozen at the 20 year mark. Other bargaining unit members with more than 20 years will be eligible for whichever threshold amount they obtain on or before June 30, 2012. Any

bargaining unit member hired after July 1, 2011, will not be eligible at any time to receive longevity.

ARTICLE 39.  
DIETARY

A. FOOD SERVICE EMPLOYMENT CONTINUATION, PHYSICALS AND SALARY SCHEDULE:

Section 1. In the event that the District subcontracts or otherwise changes the operation of its food service operations, employees currently employed in that program shall continue to be employed by the District in the same classifications in which they are currently employed, and shall continue to have Service Employees International Union, the Union, as their sole and exclusive representative during said employment, if said employees are represented by the Union at the time of the subcontracting or other change in food service operations. These employees shall also continue to be employed for the entire school year and shall work under the terms and conditions of employment contained in the current agreement or agreements between the District and the Union.

Section 2. Physical Examinations. Effective beginning the 1988-89 school year, all employees within the food service operation may be required to undergo physical examinations at the District's expense. Such physical examinations must be completed and filed with the food service director prior to the beginning of the school year. This provision shall not be applied in an arbitrary, capricious or discriminatory manner.

B. Issues pertaining to the reevaluation of Food Service Staffing shall be deferred to a Committee made up of management representatives and not more than three (3) Union representatives. The Committee shall issue a recommendation to the administration within ninety (90) days of ratification of this contract.

C. Dietary staff may be required to work or attend professional development

on the professional days associated with the Cleveland Teachers Union CBA during the school year if requested by the Executive Director of Food and Child Nutrition Service and/or his designee for dietary staff.

D. Effective July 1, 2017 all Satellite Cooks shall be reclassified to Assistant. Lunch room Managers and all Assistant Satellite Cooks will be reclassified to First Cooks.

E. Assignments over 4 hours that are temporary in nature will be offered on a seniority basis to those dietary employees in the appropriate classification. Where there are no candidates for the temporary position, the district can require the least senior employee in the appropriate classification to perform the work.

F. Dietary employees assigned to Central Kitchen will be considered 12 month Employees.

G. Dietary classifications Dietary I-IV shall be consolidated into one position known as "Dietary".

H. All Food Service office positions shall be consolidated into one position known as "Food Service Office Specialist."

I. Dietary Employees assigned to non-traditional school buildings (10 weeks on 3 weeks off) will be considered 12 month employees. These employees may be subject to reassignment during the periods the children are on break.

J. Twelve month dietary employees can be assigned by the District for the summer school as needed.

K. Food service employees shall be notified by their last work day of the school year as to the date of the opening meeting and their first day of work in the succeeding

school year.

#### L. REGARDING NON-SCHOOL DIETARY EMPLOYEES

##### Non-School Dietary Reclassification:

Those dietary employees who perform work at facilities other than school sites shall be reclassified as follows:

DIETARY II - (Formerly classified as Cashiers, Assistant Satellite Cook General Prep and Cook's Helper)

DIETARY III - (Formerly classified as First Cook and Satellite Cook)

DIETARY IV - (Formerly classified as Assistant Manager)

(These employees shall revert back to their original classification and seniority date if a lay-off should occur).

A Dietary employee transferring into the non-school work site shall be slotted into the proper pay band of their classification.

A new hire at a non-school building will be considered a Dietary II, paid within the pay band of a General Prep.

#### ARTICLE 40.

##### WORK DURING SUMMER SCHOOL AND HOLIDAY BREAKS

Section 1. All bargaining unit employees shall be given priority over all other employees for work within their respective classifications during summer school and/or supplemental assignments. If summer school or a supplemental assignment is to be conducted at a school, the bargaining unit employees working in that school at the end of the regular school year shall have priority in accord with their building seniority, for all positions available at that school. If openings exist for summer school or supplemental assignments for bargaining unit employees which are not filled by the bargaining unit employees at that school in which summer school or a supplemental assignment will operate, then the (a) most senior school secretary who applies,

regardless of the job classification; (b) most senior ESS who applies; (c) most senior dietary employee who applies based upon the food service operational needs will be notified and offered the opportunity to fill the position. Notice of summer school or supplemental assignments operations at a school will be given to the bargaining unit employees as soon as possible. The District will not assign substitute employees on a regular basis to summer and/or supplemental assignments as long as there are regular employees who have applied and are willing to take said assignments.

Section 2. On an employee-by-employee basis, based upon expressed organizational needs, clerical employees in the Transportation Department may be allowed to work during the Winter and Spring breaks, with the appropriate written administrative approval.

ARTICLE 41.  
SAVINGS CLAUSE

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

ARTICLE 42.  
MANAGEMENT RIGHTS

Except as specifically limited herein, the District shall have the sole and exclusive

right to control all functions, operations and set all policies regarding the Cleveland Municipal School District, including, but not limited to, the sole and exclusive right to:

1. Determine matters of inherent managerial policy in the best interest of children which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, 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 operations;
4. Determine the overall methods, process, means, or personnel by which 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 District as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the 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 43.  
STRIKES AND LOCKOUTS

There shall be no strikes, walkouts, sick-outs, or any other like or similar work stoppage during the life of this Agreement. Any employee engaging in such conduct will be subject to discipline, up to and including discharge.

In addition, the District may utilize the procedures and rights contained in Ohio Revised Code § 4117.15 and § 4117.23.

There shall be no lockout during the life of this Agreement.

ARTICLE 44.  
DURATION OF AGREEMENT

This Agreement shall be effective from July 1, 2017 through June 30, 2019.

ARTICLE 45.  
DRUG TESTING

When there is 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 COL 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/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 it 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/her choosing for a re-testing. An employee shall be deemed to have failed an alcohol test if:

1. The person has concentration of ten-hundredths (10/100) of one-percent (1%) or more by weight of alcohol in his/her blood;
2. The person has a concentration of ten-hundredths (10/100) of one (1) gram or more by weight of alcohol per two hundred ten (10) liters of his/her breath;
3. The person has a concentration of fourteen-hundredths (14/100) of one (1) gram or more by weight of alcohol per one hundred (100) milliliters of his/her 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 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/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/her 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 substantially similar drug/alcohol testing procedure with all other District employees.

ARTICLE 46.  
EMPLOYEE DISCLOSURE REQUIREMENTS

Section 1. Disclosure of Criminal Violations. Any employee who pleads guilty to or is convicted of any offense set forth in Section 3319.39 of the Ohio Revised Code, any substantively comparable ordinance of a municipal corporation or any substantively

comparable statute of another State shall be required to disclose such conviction or plea of guilty to the School District. Failure to do so can result in disciplinary action up to and including termination. Convictions of, or pleas of guilty to the offenses described above are not an automatic bar to continued employment, but 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.

Section 2. Disclosure on Employment Application. Pursuant to the Management Rights clause, the District reserves the right to take appropriate disciplinary action with regard to employees who fail to truthfully fill out their employment application.

Section 3. Disclosure of Arrest Warrants. Employees knowledgeable of outstanding arrest warrants must notify the School 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.

Section 4. Pre-Employment Criminal Background Investigation. Pursuant to Section 3319.39 of the Ohio Revised Code the employment of any employee is conditional until a criminal records check has been completed and reveals that the employee has not been convicted of any of the crimes listed in that statute.

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

of the reopener provisions. However, such non-disclosure shall not insulate the employee from disciplinary action as set forth in Section 1, 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 47.  
HEALTH AND SAFETY

1. Assault And Battery on Employee

When a bargaining unit member believes that he/she has suffered an assault, the bargaining unit member shall immediately, or as soon as possible, complete a Division of Safety and Security Incident Report Form and provide a copy to the building administrator/designee.

The District will investigate all claims of assault and inform the bargaining unit member and the Union of the results of its investigation.

If the District determines that an assault did occur, the District shall take immediate action, consistent with applicable law, District policy, regulations, and where applicable, the Student Code of Conduct.

The District will inform the bargaining unit member of its final determinations.

2. The District will provide protective services to the best of its ability. Employees represented by the Union will have meetings with high level representatives of the District, in response to agenda(s) submitted by the Union.

3. The administration shall exert its best efforts to protect all employees in this bargaining unit from verbal abuse and physical assault while engaged in the performances of their duties.

4. The administration will provide proper lighting at entry and exit doors and parking lots based on District facilities current configurations.

5. Where an employee has reasonable belief that equipment or supplies may cause bodily harm, the employee's immediate supervisor shall be notified of such belief, along with the employee's department head. Employees who have a medically verified detrimental reaction to chemicals may cease the use of such chemicals. If the District so desires, it may require the employee to submit to a physical examination (paid for by the District) to challenge the employee's medical verification. If the employee's doctor and the District's doctor disagree concerning the employee's medical verification concerning reaction to chemicals, the Union and the District shall meet and choose a third doctor whose decision will be final. The expense of the third doctor will be borne equally by the Union and the District.

6. The District agrees to provide all employees clean eating space within their facility.

7. Adult sanitary facilities shall be made available to all employees at all school facilities.

8. The parties will discuss at the Labor-Management Committee the availability/use of emergency communication devices for emergency communication for dietary staff and cleaning staff.

9. The parties will discuss at labor management committee meetings the need

to provide, on case by case basis ergonomic furniture.

10. The administration will exterminate the buildings within a reasonable time after verification that insects or rodents are present.

11. The District will perform routine cleaning of ventilation and air ducts as determined by District administration.

12. In those buildings with an automatic heating and cooling system, the temperature shall not be set below sixty-eight (68) degrees when employees are working in the building. The heating and cooling system at those buildings with boilers will be discussed at the Labor-Management Committee.

13. When and if the Kentucky building is used as a District facility, the ESS assigned to that building and the other school on that campus site shall clean the Kentucky building first. The ESS will then finish their shift cleaning the other building(s) on that campus.

14. Within 60 days of contract ratification, the Executive Director of Food Services (or designee) shall meet with the three members designated by the Union and develop a plan to address serving food on multiple floors when elevators are down in school buildings or not operational.

ARTICLE 48.  
EVALUATIONS

EVALUATION

MEMORANDUM OF UNDERSTANDING

1. 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: 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(s).

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's positions. For example, the Custodians have the right to establish a subcommittee to develop portions of the evaluation instrument relevant to the Custodian's job duties and responsibilities.

d. The Evaluation Committee shall address how and the extent to which the evaluation ratings should be used for any or all employment, including recall decisions, except as set forth in sub-paragraph g below.

e. The Evaluation Committee shall address the timing and sequence of evaluations.

f. The Evaluation Committee shall address if, when, and the nature of professional development assistance to be provided to "at risk" employees.

g. The Evaluation Committee shall have no authority to recommend that the evaluation system have any relationship to layoff, wages, overtime, overtime opportunities, work schedules, bidding, summer job assignments, or extra work opportunities. With respect to recall decisions, if an employee has received the lowest evaluation rating for at least the initial and six (6) months evaluations, as set forth below, and is then laid off (in order of seniority), the District may decide to recall a less senior laid-off former bargaining unit member prior to recalling such individual.

h. The evaluation system developed by the Evaluation Committee shall provide that if an employee receives the lowest evaluation rating established by the Evaluation Committee, the employee shall be re-evaluated in six (6) months, and if the employee receives the lowest evaluation rating on the evaluation at the conclusion of this twelve (12) months period, then the employee can be terminated for just cause and interim reviews, which shall occur no less frequently than every ninety (90) days during the twelve (12) month review process, necessary to assist any employee who has received the lowest evaluation rating. 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 removed from this process and returned to the normal evaluation cycle unless a different cycle is agreed to by the Union and District.

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

In rendering a decision (regarding the evaluation process which led to the

employee's termination) the Arbitrator shall only consider whether or not:

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

In the event the Union is able to demonstrate that any of the provisions of 1-3 above are applicable, the Arbitrator shall then determine if the applicability of any of those provisions materially affected the outcome of the evaluation process. If the Arbitrator determines that it did not materially affect the outcome of the evaluation process, the Arbitrator shall render a decision in favor of the Board and the employee shall be dismissed. If the Arbitrator determines that it did materially affect the outcome of the evaluation process, the Arbitrator shall only have the authority to return the grievant to the earliest point in the process where the violation of 1-3 above occurred.

The above timelines may be extended by mutual agreement.

ARTICLE 49.  
MILITARY LEAVE

Bargaining Unit members shall be permitted to take military leave consistent with state and federal law.

ARTICLE 50  
SECRETARIAL AND CLERICAL

If the member decides during the term of the this agreement to opt into the School Secretary classification, the member must meet the requirements of the School Secretary job description, including passing the District-developed assessment instrument,

prior to opting into the new School Secretary job classification. The District will seek input and participation from the Union in developing the School Secretary assessment instrument.

Additionally, any member holding one of the "old" classifications who bids on a School Secretary position and receives a satisfactory score on the assessment will be subject to reclassification to the School Secretary classification. Selection for the position will be made at the building level. The District will follow the language of Article 21 in making selections. Effective July 1, 2017, the pay scale range for a 260 contract day School Secretary is from \$28,001 (minimum) through \$53,678.00 (maximum), with an annual increment of \$709. The pay scale and increments for School Secretaries positions of less than 260 days shall be adjusted proportionately. Current bargaining unit members in the old classifications will be eligible for a one-time \$500 stipend if they take the assessment and receive a satisfactory score and are reclassified and will be placed on the School Secretary salary schedule at the higher of their current salary or the minimum School Secretary salary.

#### Secretary and Clerical Job Postings

The School Secretary job posting will be posted on the District website at any time, for any length of time. The District will maintain a candidate pool that includes both internal and external candidates at all times. The hiring manager may interview, select and hire based on criteria including, but not limited to, assessment score, skills, experience (District and non-District), employment records, and specific school needs. Candidates for Open Positions may be required to take the District Secretarial Assessment Tool. Candidates' scores on the assessment will be considered in the decision as to whether a candidate will be awarded a position.

1. Effective July 1, 2016, for those secretaries who work less than twelve (12) months per school year, the number of contract days per school year shall be 220 days, which shall include any mandatory professional development days, regardless of the number of contractual holidays observed in the calendar year.

2. The starting date for secretaries shall be determined by the District.

**SIDE LETTER - REGARDING STAFF DEVELOPMENT TRAINING**

Subject to the availability of appropriate funding, the District will consider the feasibility of implementing staff development training for Union members.

**SIDE LETTER – REGARDING ALL EMPLOYEES RECLASSIFIED UNDER THE 2017 AGREEMENT**

Effective July 1 2017, all employees who were reclassified under the 2017 Collective Bargaining Agreement SHALL carry their previous classification seniority into their new classification.

IN WITNESS WHEREOF, the parties have set their hand and seal this \_\_\_\_\_ day of \_\_\_\_\_.

SEIU/DISTRICT 1199, WV/KY/OH  
THE HEALTH CARE AND SOCIAL  
SERVICE UNION, CTW, CLC

BOARD OF EDUCATION OF THE  
CLEVELAND MUNICIPAL SCHOOL  
DISTRICT

By \_\_\_\_\_  
Becky Williams, President

By \_\_\_\_\_  
Eric Gordon, CEO

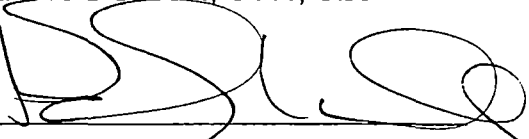
APPENDIX A  
POSITIONS CURRENTLY COVERED AS OF 7/01/00

Accounts Payable	Data Entry Operator II
Specialist Auditor	Data Entry Operator III
Cashier, General Prep and Cook's Helper)	Data Entry Operator Trainee
Chief Secretary	Data Processing Documentation Technician
ESS (Regular)	Data Processing Systems Analyst I
Clerk III	Dietary I (Lunchroom Attendant)
Clerk IV	Dietary II (Assistant Satellite Cook
Computer Operator I	Dietary III (Cook, Satellite Cook)
Computer Operator II	Dietary IV (Assistant Manager)
Computer Operator III	Exterminator
Data Control Clerk	Film Inspector
Data Entry Operator I	Internal Auditor Assistant
	Junior Bookkeeper

IN WITNESS WHEREOF, the parties have set their hand and seal this 16<sup>th</sup> day of September, 2018

SEIU/DISTRICT 1199, WV/KY/OH  
THE HEALTH CARE AND SOCIAL  
SERVICE UNION, CTW, CLC

By



Becky Williams, President

BOARD OF EDUCATION OF THE  
CLEVELAND MUNICIPAL SCHOOL  
DISTRICT

By



Eric Gordon, CEO

Junior Library Aide  
 Junior Payroll Audit Clerk  
 Junior Secretary  
 Junior Stenographer  
 Lead ESS  
 Library Technologist  
 Machinist  
 Maintenance Man  
 Network Support Specialist  
 Office Assistant I

Programmer Trainee  
 Records Retention Clerk (student records)  
 Resource Coordinator  
 Scheduler  
 School Secretary  
 Senior Bookkeeper  
 Senior Library Aide  
 Senior Secretary  
 Senior Stenographer  
 Senior Stores Clerk  
 Senior Typist  
 Specialist I  
 Specialist I- Adult Ed./Hrly.  
 Specialist I- Stranded Students  
 Specialist II  
 Specialist III  
 Systems Programmer I  
 Tabulation Machine Operator  
 Tape Librarian  
 Telephone Operator  
 Window Cleaner  
 Word Processor I  
 Word Processor II  
 Word Processor Trainee

Office Assistant II  
 Payroll Audit Clerk  
 Principal Bookkeeper  
 Principal Secretary  
 Principal Stenographer  
 Procurement Specialist I  
 Procurement Specialist III  
 Program Documentation Clerk  
 Programmer I  
 Programmer II  
 Programmer III

**APPENDIX B – SALARIES AND WAGES**

Classified Salary Schedule 2017-2018 – Secretarial/Non-Supervisory Positions  
 Effective July 1, 2017

Job Class	Title	Annual Salary Minimum	Annual Salary	Annual Increment
350020	D.P. Systems Analyst I	39,265.57	64,691.79	843
350070	Programmer III	39,265.57	64,691.79	843
350015	Network Support Specialist	39,265.57	64,691.79	843
350025	Systems Programmer I	39,265.57	64,691.79	843
350090	Specialist III	39,265.57	64,691.79	843
350091	Procurement Specialist III	39,265.57	64,691.79	843
450610	Office Assistant II	39,252.28	47,785.38	880
350040	Programmer II	37,182.50	62,226.60	843
450370	Computer Operator III	37,182.50	62,226.60	843

450450	Word Processing Operator II	37,182.50	62,226.60	843
450090	Chief Secretary	34,297.53	54,752.55	709
450090	Food Service Office Specialist	33,500.00	41,132.00	709
450060	Auditor	33,255.97	50,043.25	709
450360	Computer Operator II	33,255.97	50,043.25	709
450600	Office Assistant I	33,222.77	42,451.38	880
450541	Accounts Payable Specialist	31,755.92	58,219.18	796
450540	Specialist II	32,214.43	50,043.27	709
450030	D.P. Documentation Technician	32,214.43	50,043.27	709
450440	Word Processing Operator I	32,214.43	50,043.27	709
450445	Internal Auditor Assistant	32,214.43	50,043.27	709
450285	Lead Telephone Operator	32,214.43	50,043.27	709
450185	Procurement Specialist II	32,214.43	50,043.27	709
450380	Tape Librarian	29,824.13	44,077.77	567
450070	Payroll Audit Clerk	29,824.13	44,077.77	567
450200	Senior Storekeeper	29,824.13	44,077.77	567
450410	Data Control Clerk	29,824.13	44,077.77	567
450560	Clerk IV	29,824.13	44,077.77	567
450010	Computer Operator I	29,824.13	44,077.77	567
350030	Programmer I	29,824.13	44,077.77	567
450350	Program Documentation Clerk	29,824.13	44,077.77	567
450050	Data Entry Operator III	29,824.13	44,077.77	567
450385	Scheduler	29,824.13	44,077.77	567

\*Salaries indicated are for 12 months of service. Salaries are prorated for 10 months of service.

Classified Salary Schedule 2017-2018 – Secretarial/Non-Supervisory Positions  
Effective July 1, 2017

Job Class	Title	Annual Salary Minimum	Annual Salary Maximum	Annual Increment
450101	School Secretary	28,001.00	53,678.00	709
650250	Library Technologist	28,001.48	41,132.94	567
450140	Principal Bookkeeper	28,001.48	41,132.94	567
450220	Shipping Clerk	28,001.48	41,132.94	567
450530	Specialist I	28,001.48	41,132.94	567
450100	Principal Secretary	28,001.48	41,132.94	567
450550	Clerk III	28,001.48	41,132.94	567
450300	Principal Stenographer	28,001.48	41,132.94	567
350060	Programmer Trainee	28,001.48	41,132.94	567
650255	Resource Coordinator - Arts	28,001.48	41,132.94	567

450095	Procurement Specialist I	28,001.48	41,132.94	567
450522	Records Retention Clerk	28,001.48	41,132.94	567
450020	Tabulating Machine Operator	28,064.99	39,942.18	567
450210	Senior Stores Clerk	28,064.99	39,942.18	567
450400	Data Entry Operator 11	28,064.99	39,942.18	567
450430	Word Processor Trainee	28,064.99	39,942.18	567
450290	Senior Stenographer	27,558.13	38,015.15	567
450150	Senior Bookkeeper	27,558.13	38,015.15	567
450110	Senior Secretary	27,558.13	38,015.15	567
450270	Senior Library Aide	27,558.13	38,015.15	567
450320	Senior Typist	27,558.13	38,015.15	567
450040	Data Entry Operator I	27,558.13	38,015.15	567
450080	Junior Payroll Audit Clerk	26,797.94	35,951.53	567
450120	Junior Secretary	24,717.94	35,951.53	567
450310	Junior Stenographer	24,717.94	35,951.53	567
450260	Junior Library Aide	24,717.94	35,951.53	567
450490	Film Inspector	24,717.94	35,951.53	567
450160	Junior Bookkeeper	24,717.94	35,951.53	567
450280	Telephone Operator	24,717.94	35,951.53	567
450390	Data Entry Trainee	24,717.94	35,951.53	567

\*Salaries indicated are for 12 months of service. Salaries are prorated for 10 months of service. Number of contract days for 10-month secretaries shall be 220 days regardless the number of contractual holidays in the calendar year. These days include any mandatory professional development days.

Classified Salary Schedule 2017-2018  
 Secretarial/Non-Supervisory Positions  
 Service Employees International Union, District 1199  
 Effective July 1, 2017

Personnel identified below receive an **ANNUAL DIFFERENTIAL OF \$693** in addition to their salary. This differential is payable pro-rata for the period or portion of the year that the employee serves in the capacity listed below:

- Secretaries to personnel listed as Directors or above in certificated and classified positions.
- Head Secretary-In-Charge:

Senior High Schools (all schools) Middle

Schools (900+ enrollment) Elementary  
 School (900+ enrollment)

- Supervisory Telephone Operator (1)
- Secretaries to Directing Supervisors

Personnel identified below receive an **ANNUAL DIFFERENTIAL FOR DISPENSING MEDICATION** in addition to their salary. This differential is payable pro-rata for the period or portion of the year that the employee serves in the capacity listed below:

School Secretaries	\$565.00
Summer School Secretaries	\$70.68

Data Processing persons who serve in one of the capacities listed below receive an **HOURLY DIFFERENTIAL OF \$ .37** in addition to their salary.

- Afternoon Shift Duty
- Night Shift Duty

Classified Salary Schedule 2018-2019 - Secretarial/Non-Supervisory Positions Effective  
 July 1, 2018

Job Class	Title	260 Day Salary Min.	260 Day Salary Max.	230 Day Salary Min.	230 Day Salary Max.	220 Day Salary Min.	220 Day Salary Max.	Annual Incremen
450101	School Secretary	\$28,771.03	\$55,154.15	\$25,451.30	\$48,790.21	\$24,344.72	\$46,668.9	\$728.0
650250	Library Technologist	\$28,771.52	\$42,264.10	\$25,451.73	\$37,387.47	\$24,345.13	\$35,761.9	\$567.0
450140	Principal Bookkeeper	\$28,771.52	\$42,264.10	\$25,451.73	\$37,387.47	\$24,345.13	\$35,761.9	\$567.0
450220	Shipping Clerk	\$28,771.52	\$42,264.10	\$25,451.73	\$37,387.47	\$24,345.13	\$35,761.9	\$567.0
450530	Specialist I	\$28,771.52	\$42,264.10	\$25,451.73	\$37,387.47	\$24,345.13	\$35,761.9	\$567.00
450100	Principal Secretary	\$28,771.52	\$42,264.10	\$25,451.73	\$37,387.47	\$24,345.13	\$35,761.9	\$567.00
450550	Clerk III	\$28,771.52	\$42,264.10	\$25,451.73	\$37,387.47	\$24,345.13	\$35,761.9	\$567.0
450300	Principal Stenographer	\$28,771.52	\$42,264.10	\$25,451.73	\$37,387.47	\$24,345.13	\$35,761.9	\$567.0
350060	Programmer Trainee	\$28,771.52	\$42,264.10	\$25,451.73	\$37,387.47	\$24,345.13	\$35,761.9	\$567.0

650255	Resource Coordinator -Arts	\$28,771.52	\$42,264.10	\$25,451.73	\$37,387.47	\$24,345.13	\$35,761.9	\$567.0
450095	Procurement Specialist I	\$28,771.52	\$42,264.1	\$25,451.73	\$37,387.47	\$24,345.13	\$35,761.9	\$567.0
450522	Records Retention Oerk	\$28,771.52	\$42,264.1	\$25,451.73	\$37,387.47	\$24,345.13	\$35,761.9	\$567.0
450020	Tabulating Machine Operator	\$28,836.78	\$41,040.5	\$25,509.46	\$36,305.14	\$24,400.35	\$34,726.6	\$567.00
450210	Senior Stores Clerk	\$28,836.78	\$41,040.5	\$25,509.46	\$36,305.14	\$24,400.35	\$34,726.6	\$567.0
450400	Data Entry Operator 11	\$28,836.78	\$41,040.5	\$25,509.46	\$36,305.14	\$24,400.35	\$34,726.6	\$567.0
450430	Word Processor Trainee	\$28,836.78	\$41,040.5	\$25,509.46	\$36,305.14	\$24,400.35	\$34,726.6	\$567.0
450290	Senior Stenographer	\$28,315.98	\$39,060.5	\$25,048.75	\$34,553.58	\$23,959.68	\$33,051.25	\$567.0
450150	Senior Bookkeeper	\$28,315.98	\$39,060.5	\$25,048.75	\$34,553.58	\$23,959.68	\$33,051.2	\$567.0
450110	Senior Secretary	\$28,315.98	\$39,060.5	\$25,048.75	\$34,553.58	\$23,959.68	\$33,051.25	\$567.0
450270	Senior Library Aide	\$28,315.98	\$39,060.5	\$25,048.75	\$34,553.58	\$23,959.68	\$33,051.25	\$567.0
450320	Senior Typist	\$28,315.98	\$39,060.5	\$25,048.75	\$34,553.58	\$23,959.68	\$33,051.25	\$567.0
450040	Data Entry Operator I	\$28,315.98	\$39,060.5	\$25,048.75	\$34,553.58	\$23,959.68	\$33,051.2	\$567.0
450080	Junior Payroll Audit Clerk	\$25,534.88	\$36,940.2	\$22,588.55	\$32,677.87	\$21,606.44	\$31,257.0	\$567.0
450120	Junior Secretary	\$25,534.88	\$36,940.20	\$22,588.55	\$32,677.87	\$21,606.44	\$31,257.09	\$567.0
450310	Junior Stenographer	\$25,534.88	\$36,940.20	\$22,588.55	\$32,677.87	\$21,606.44	\$31,257.09	\$567.0
450260	Junior Library Aide	\$25,534.88	\$36,940.20	\$22,588.55	\$32,677.87	\$21,606.44	\$31,257.09	\$567.0
450490	Film Inspector	\$25,534.88	\$36,940.20	\$22,588.55	\$32,677.87	\$21,606.44	\$31,257.09	\$567.0
450160	Junior Bookkeeper	\$25,534.88	\$36,940.20	\$22,588.55	\$32,677.87	\$21,606.44	\$31,257.09	\$567.00
450280	Telephone Operator	\$25,534.88	\$36,940.20	\$22,588.55	\$32,677.87	\$21,606.44	\$31,257.09	\$567.00
450390	Data Entry Trainee	\$25,534.88	\$36,940.20	\$22,588.55	\$32,677.87	\$21,606.44	\$31,257.09	\$567.00

Classified Salary Schedule 2018-2019 - Secretarial/Non-Supervisory Positions Effective  
July 1, 2018

Job Class	Title	260 Day		230 Day		220 Day		Annual Increment
		Salary Min.	Salary Max.	Salary Min.	Salary Max.	Salary Min.	Salary Max.	
350020	D.P. Systems Analyst I	\$40,345.37	\$66,470.82	\$35,690.14	\$58,801.11	\$34,138.39	\$56,244.54	\$866.00
350070	Programmer III	\$40,345.37	\$66,470.82	\$35,690.14	\$58,801.11	\$34,138.39	\$56,244.54	\$866.00
350015	Network Support Specialist	\$40,345.37	\$66,470.82	\$35,690.14	\$58,801.11	\$34,138.39	\$56,244.54	\$866.00
350025	Systems Programmer I	\$40,345.37	\$66,470.82	\$35,690.14	\$58,801.11	\$34,138.39	\$56,244.54	\$866.00
350090	Specialist III	\$40,345.37	\$66,470.82	\$35,690.14	\$58,801.11	\$34,138.39	\$56,244.54	\$866.00
350000	Payroll Specialist III	\$40,345.37	\$66,470.82	\$35,690.14	\$58,801.11	\$34,138.39	\$56,244.54	\$866.00
350091	Procurement Specialist III	\$40,345.37	\$66,470.82	\$35,690.14	\$58,801.11	\$34,138.39	\$56,244.54	\$866.00
450610	Office Assistant II	\$40,331.72	\$49,099.48	\$35,678.06	\$43,434.16	\$34,126.84	\$41,545.7	\$904.00
350040	Programmer II	\$38,205.02	\$63,937.82	\$33,796.75	\$56,560.38	\$32,327.32	\$54,101.23	\$866.00
450370	Computer Operator III	\$38,205.02	\$63,937.82	\$33,796.75	\$56,560.38	\$32,327.32	\$54,101.23	\$866.00

450450	Word Processing Operator II	\$38,205.02	\$63,937.82	\$33,796.75	\$56,560.38	\$32,327.32	\$54,101.23	\$866.00
450090	Chief Secretary	\$35,240.71	\$56,258.26	\$31,174.47	\$49,766.92	\$29,819.06	\$47,603.14	\$728.00
450090	Food Service Office Specialist	\$34,421.25	\$42,263.13	\$30,449.57	\$37,386.62	\$29,125.67	\$35,761.11	\$728.00
450060	Auditor	\$34,170.51	\$51,419.44	\$30,227.76	\$45,486.43	\$28,913.51	\$43,508.76	\$728.00
450360	Computer Operator II	\$34,170.51	\$51,419.44	\$30,227.76	\$45,486.43	\$28,913.51	\$43,508.76	\$728.00
450600	Office Assistant I	\$34,136.39	\$43,618.79	\$30,197.58	\$38,585.85	\$28,884.64	\$36,908.21	\$904.00
450541	Accounts Payable Specialist	\$32,629.21	\$59,820.21	\$28,864.30	\$52,917.88	\$27,609.33	\$50,617.10	\$818.00
450540	Specialist II	\$33,100.33	\$51,419.46	\$29,281.06	\$45,486.45	\$28,007.97	\$43,508.77	\$728.00
450030	D.P. Documentation Technician	\$33,100.33	\$51,419.46	\$29,281.06	\$45,486.45	\$28,007.97	\$43,508.77	\$728.00
450440	Word Processing Operator I	\$33,100.33	\$51,419.46	\$29,281.06	\$45,486.45	\$28,007.97	\$43,508.77	\$728.00
450445	Internal Auditor Assistant	\$33,100.33	\$51,419.46	\$29,281.06	\$45,486.45	\$28,007.97	\$43,508.77	\$728.00
450285	Lead Telephone Operator	\$33,100.33	\$51,419.46	\$29,281.06	\$45,486.45	\$28,007.97	\$43,508.77	\$728.00
450185	Procurement Specialist II	\$33,100.33	\$51,419.46	\$29,281.06	\$45,486.45	\$28,007.97	\$43,508.77	\$728.00
450380	Tape Librarian	\$30,644.29	\$45,289.91	\$27,108.41	\$40,064.15	\$25,929.78	\$38,322.23	\$583.00
450070	Payroll Audit Clerk	\$30,644.29	\$45,289.91	\$27,108.41	\$40,064.15	\$25,929.78	\$38,322.23	\$583.00
450200	Senior Storekeeper	\$30,644.29	\$45,289.91	\$27,108.41	\$40,064.15	\$25,929.78	\$38,322.23	\$583.00
450410	Data Control Clerk	\$30,644.29	\$45,289.91	\$27,108.41	\$40,064.15	\$25,929.78	\$38,322.23	\$583.00
450560	Clerk IV	\$30,644.29	\$45,289.91	\$27,108.41	\$40,064.15	\$25,929.78	\$38,322.23	\$583.00
450010	Computer Operator I	\$30,644.29	\$45,289.91	\$27,108.41	\$40,064.15	\$25,929.78	\$38,322.23	\$583.00
350030	Programmer I	\$30,644.29	\$45,289.91	\$27,108.41	\$40,064.15	\$25,929.78	\$38,322.23	\$583.00
450350	Program Documentation Clerk	\$30,644.29	\$45,289.91	\$27,108.41	\$40,064.15	\$25,929.78	\$38,322.23	\$583.00
450050	Data Entry Operator III	\$30,644.29	\$45,289.91	\$27,108.41	\$40,064.15	\$25,929.78	\$38,322.23	\$583.00
450385	Scheduler	\$30,644.29	\$45,289.91	\$27,108.41	\$40,064.15	\$25,929.78	\$38,322.23	\$583.00

Classified Salary Schedule 2018-2019  
 Secretarial/Non-Supervisory Positions  
 Service Employees International Union, District 1199  
 Effective July 1, 2018

Personnel identified below receive an **ANNUAL DIFFERENTIAL OF \$693** in addition to their salary. This differential is payable pro-rata for the period or portion of the year that the employee serves in the capacity listed below:

- Secretaries to personnel listed as Directors or above in certificated and classified positions.
- Head Secretary-In-Charge:

Senior High Schools (all schools) Middle  
 Schools (900+ enrollment) Elementary

School (900+ enrollment)

- Supervisory Telephone Operator (1)
- Secretaries to Directing Supervisors

Personnel identified below receive an **ANNUAL DIFFERENTIAL FOR DISPENSING MEDICATION** in addition to their salary. This differential is payable pro-rata for the period or portion of the year that the employee serves in the capacity listed below:

School Secretaries	\$565.00
Summer School Secretaries	\$70.68

Data Processing persons who serve in one of the capacities listed below receive an **HOURLY DIFFERENTIAL OF \$ .37** in addition to their salary.

- Afternoon Shift Duty
- Night Shift Duty

Classified Hourly Rate Schedule 2017-2018  
 Food Service Positions  
 Service Employees International Union, District 1199  
 Effective July 1, 2017

Job Class	Title	Hourly Rate		Annual Increment
		Minimum	Maximum	
630060	Assistant Manager	12.91	16.79	.39
650450	First Cook	12.57	15.81	.39
650420	General Preparation	12.44	15.62	.39
650440	Cashier	12.44	15.62	.39
650480	Cook's Helper	12.44	15.62	.39
630068	Dietary	12.11	16.79	.39
650410	Lunchroom Attendant	12.11	12.11	N/A

N/A - Not Applicable

Classified Hourly Rate Schedule 2019-2019  
Food Service Positions  
Service Employees International Union, District 1199  
Effective July 1, 2018

Job Class	Title	Hourly Rate		Annual Increment
		Minimum	Maximum	
630060	Assistant Manager	13.41	17.29	.39
650450	First Cook	13.07	16.31	.39
650420	General Preparation	12.94	16.12	.39
650440	Cashier	12.94	16.12	.39
650480	Cook's Helper	12.94	16.12	.39
630068	Dietary	12.61	17.29	.39
650410	Lunchroom Attendant	12.61	12.61	N/A

N/A - Not Applicable

Classified Hourly Rate Schedule 2017-2018  
Other Classified Positions  
Service Employees International Union, District 1199  
Effective July 1, 2017

Job Class	Title	Minimum	Maximum	Hourly Assignment Differential	Hourly In-Charge Differential
450585	Specialist I Adult Education	14.53	20.85	NIA	NIA
650091	Environmental Service Specialist	14.02	NIA	.25**	NIA
650450	Window Cleaner	19.15	NIA	NIA	.28
650130	Exterminator	23.34	NIA	NIA	NIA
550490	Machinist	22.68	NIA	NIA	.47
650200	Maintenance Man	18.62	20.60	NIA	NIA

N/A - Not Applicable

\*An increment of twenty-five (25) cents per hour is paid for all hour worked between the hours of 10:00p.m. and 6:30 a.m.

\*\* One of the following in-charge differentials is added to the hourly rate of the in-charge Environmental Service Specialist based on the number of Environmental Service Specialists at a work site as follows:

3 ESS	.35 per hour
4-6 ESS	.41 per hour
7+ ESS	.47 per hour

Classified Hourly Rate Schedule 2018-2019

Other Classified Positions  
Service Employees International Union, District 1199  
Effective July 1, 2018

Job Class	Title	Minimum	Maximum	Hourly Assignment Differential	Hourly In-Charge Differential
450585	Specialist I Adult Education	15.03	21.35	NIA	NIA
650091	Environmental Service Specialist	14.52	NIA	.25**	NIA
650450	Window Cleaner	19.65	NIA	NIA	.28
650130	Exterminator	23.84	NIA	NIA	NIA
550490	Machinist	23.18	NIA	NIA	.47

650200	Maintenance Man	19.12	21.11	NIA	NIA
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N/A - Not Applicable

\*An increment of twenty-five (25) cents per hour is paid for all hour worked between the hours of 10:00p.m. and 6:30 a.m.

\*\* One of the following in-charge differentials is added to the hourly rate of the in-charge Environmental Service Specialist based on the number of Environmental Service Specialists at a work site as follows:

3 ESS	.35 per hour
4-6 ESS	.41 per hour
7+ ESS	.47 per hour

APPENDIX C  
MEMORANDUM OF UNDERSTANDING  
CAREER LADDER

A. All Career Ladder issues raised in these negotiations shall be deferred to the Career Ladder Committee. Any unresolved issues at the Committee level shall be referred to the Deputy Administrator for Support Services for a resolution. If no resolution can be achieved at the level of Deputy Chief of Human Resources, the Chief Executive Officer shall be the final arbiter for all unresolved issues. Both the Union and the District

representatives shall submit their respective positions in writing to the Chief Executive Officer. Nothing in this clause shall be construed to limit the final decision-making authority of the District with regard to financial matters.

B. The Board of Education is committed to the concept of the Clerical Career Ladder and is prepared to extend the operation of the ladder in existence until the expiration of the current collective bargaining agreement between the Union and the District. Funding shall be contingent upon the availability of financial resources as determined by the Chief Executive Officer. Persons currently placed in clerical career ladder positions shall maintain their career ladder positions, absent a uniform District-wide reduction in the clerical work force.

APPENDIX D  
RETURN TO WORK / TRANSITIONAL WORK PROGRAM

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 Municipal 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 Municipal 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 Municipal School District Wage Continuation Program agrees to the terms and stipulations as described in the Cleveland Municipal School District Return to Work/Transitional Work Policy. (See Appendix E).

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.

Option A. Cleveland Municipal School District Wage Continuation Program

Eligibility Requirements and Benefits. Eligibility for the Cleveland Municipal School District (CMSD) 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.

APPENDIX E  
TRANSITIONAL WORK POLICY

Statement of Policy

Cleveland Municipal Schools has experienced ever increasing costs in the area of Workers' Compensation. It is the goal of both management and labor, through the Cleveland Municipal 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 Municipal Schools Return to Work/ Transitional Work program include, but are not limited to:

- Develop a plan to return injured employees to work safely and in a meaningful capacity, without risk of re-injury, aggravation of the injury, or risk to others.
- Ensure that managed return-to-work develops within the requirements of the 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,

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 District 1199 bargaining units are intended for District 1199 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 Municipal Schools preferred provider network and facility(s) will be selected through the Cleveland Municipal 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 Municipal 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 Municipal 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 Appendix D 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 F  
GUIDELINES FOR DONATING SICK  
LEAVE

Employees of the Cleveland Municipal Schools are granted a specified number of sick leave days each year, and unused days accumulate without limit. The District and Unions are cooperating with employees who wish to "donate" days from their accumulated totals to other employees who are in need of sick leave for a serious illness or injury, but who have exhausted their own supplies. The District and Unions Joint Health Care Committee will continue to assess this program as it progresses.

Donated sick days used by a recipient represent an additional cost to the District. Each day used costs the District 100% of the user's daily rate, funds which would not have been expended if the sick day had remained in the donor's accumulated total. For this reason, and for the protection of both the donor and recipient, the District will regulate these transactions, in cooperation with the Joint Health Care Committee. The following guidelines will govern the practice of donating sick days.

1. Sick leave may be donated only for a serious illness or serious injury of the employee or the employee's immediate family.
2. The request to donate sick days will be made only on the official District form attached to these guidelines and must be reviewed by the employee's Supervisor. Any employee may donate to any other employee.
3. For all occurrences of five (5) consecutive work days or more, recipients of donated sick days must file with the Division of Employee Services an application for medical leave, or a letter from their physician describing their condition and prognosis, or a copy of their application for disability leave. This information shall be segregated from the employee's general personnel file and will not be subject to disclosure pursuant to a public records request.
4. Completed requests to donate sick days will be submitted by the Supervisor to the Division of Employee Services, which will check for medical leave or disability applications before forwarding them to the Payroll Division for processing.
5. An employee may receive an annual total of no more than 50 donated sick days.
6. The total of an employee's sick day donations to all recipients may not exceed 5 days per year with the following additional limitation: Only employees with an accumulated sick leave balance of 15 or more days may donate more than one day per year, and must, after the donated days are subtracted, maintain a balance of at least fifteen (15) sick days.
7. The donation of sick days is irrevocable. Any donated days which are not used by the recipient will remain credited to the recipient's accumulated sick day total and will not be returned to the donor by the District.
8. Unused donated sick days will not count toward the severance pay of the recipient. The total of all donated sick days, whether used or not, will be subtracted from the recipient's sick leave balance at retirement.

9. Donations to either classified or certificated recipients are permitted, regardless of the classification of donor.
10. The donation of sick leave days by one employee to another is a charitable act to be undertaken at the sole discretion of the donor. No employee has a right to expect to receive donated days, and no undue pressure on employees to donate sick days to another employee will be allowed. Solicitation of sick days must be undertaken by a third party, not by the intended recipient.
11. The sick day donation process is a discretionary service; any employee's refusal to donate will not be subject to formal grievances.

## 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 Telmed)	\$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 <sup>nd</sup> 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 to-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- Inpatient	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
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	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.

## VISION BENEFIT SUMMARY

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

<b>United Healthcare Optical Vision Plan (Local 1199)</b>	
<b>Description</b>	<b>Employee Benefit/Co-pay</b>
<p><b>Examination</b> 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</p>	<p>Exam \$0 Co-pay</p>
<p><b>Lenses /Frames</b> 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</p>	<p>Single Vision \$45.00 Co-pay Standard Bifocals Standard Trifocals Lenticular or Aphakic Lens Frames on display</p>
<p><b>Contact Lenses</b> One pair every 24 months for employees and dependents 19 years of age or older, and 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)</p>	<p>Contact lenses \$45.00 Co-pay</p>

**Dependent child coverage is provided to eligible children until age 26**

**DENTAL BENEFIT SUMMARY**

MetLife Insurance

Effective 1/1/18

Description	Basic		Enhanced	
	In-Network	Out-of-Network	In-Network	Out-of-Network
<b>Deductible</b>	\$25 Individual / \$50 Family		\$25 Individual / \$50 Family	
<b>Calendar Year Maximum</b>	\$1,500 per person		\$2,500 per person	
<b>Preventative</b> 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**
<b>Basic</b> 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**
<b>Major</b> 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**
<b>Orthodontics – Child Only</b> Dependents covered until age 19	20% of PDP Fee*	20% of R&C Fee**	80% of PDP Fee*	80% of R&C Fee**
<b>Orthodontia Lifetime Maximum</b>	\$1,500 per person	\$1,500 per person	\$2,500 per person	\$2,500 per person
*PDP Fee refers to the negotiated fees that participating PDP dentists have agreed to accept as payment in full.				

Description	Basic	Enhanced
<p>**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.



## Physician Certification Form

The Cleveland Metropolitan School District has established a wellness incentive for eligible participants that complete certain activities.

To qualify the member must submit this physician certification of having completed the listed activities. **Please note: The actual results, diagnoses and/or any other details of any testing or assessment are not to be included.**

Patient First Name	Patient Last Name	Patient Date of Birth
CMSD Employee First Name	CMSD Employee Last Name	CMSD Employee Date of Birth
Certifying Physician Name		
<p>1. The patient named above has completed a screening on or after 11/1/2016 that included the following at a minimum:</p> <ul style="list-style-type: none"> <li>• Cholesterol screening</li> <li>• Glucose screening</li> <li>• Blood Pressure screening</li> <li>• Body Mass Index (BMI)</li> </ul>		<p>Yes _____</p> <p>No _____</p>
<p>2. The patient named above has completed a screening on or after 11/1/2016 that included the following at a minimum:</p>		<p>Yes _____</p> <p>No _____</p>

\_\_\_\_\_  
Physician / Physician Assistant / Nurse Practitioner Signature Date

Send a copy of this completed and signed form for processing to:

**Via Email:**

[CMSDHRA@Hylant.com](mailto:CMSDHRA@Hylant.com) **Via Mail:**

Hylant

Attn: CMSD HRA

6000 Freedom Square Dr Ste 400

Cleveland, OH 44131

DO NOT SUBMIT THIS FORM TO ANYONE OTHER THAN YOUR HEALTHCARE PROVIDER

PHYSICIAN CERTIFICATION

DATE \_\_\_\_\_

[Name and Address of Independent Third Party]

To whom it may concern:

On \_\_\_\_\_, \_\_\_\_\_ successfully completed biometric testing consisting of BMI, glucose, blood pressure and cholesterol testing.

[Name and Address of Physician]