

AGREEMENT

between the

CLEVELAND MUNICIPAL SCHOOL DISTRICT

and the

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



Effective July 1, 2024, through June 30, 2026

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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"), and collectively referred to as "the Parties".

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; 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

DURATION OF AGREEMENT

This Agreement shall be effective from July 1, 2024 through June 30, 2026.

In the event the District is able to certify the availability of funds to extend the Agreement for one additional year (from July 1, 2026 through June 30, 2027), the District will, no later than January 1, 2025, notify the union in writing of its election to extend the Agreement and the Agreement shall remain in effect for the additional year.

In the event the District is not able to provide such certification by January 1, 2025 but is able by January 1, 2026 to certify the availability of funds to extend the Agreement for one additional year (from July 1, 2026 through June 30, 2027), the District will, no later than January 1, 2026, notify the union in writing of its election to extend the Agreement and the Agreement shall remain in effect for the additional year.

If the Agreement is extended through June 30, 2027, pursuant to this section, the wages identified in Article 37 and the Dietary Staff additional days identified within Article (15 section 4 attributable to the 2026-27 year will go into effect for that year.

In the event the final year of this Agreement cannot be certified by January 1, 2026, the parties shall promptly enter into negotiations and this Agreement shall remain in full force and effect until the June 30, 2026.

ARTICLE 3

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 4

UNION SECURITY, DUES DEDUCTIONS, AND C.O.P.E. DEDUCTIONS

Section 1. 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 2. The Union will be responsible for securing authorization from its members, in any form accepted by the Union, for dues to be deducted from members' wages and remitted to the Union. The Union will be responsible for providing the District written confirmation of its members for whom such authorization has been secured. Upon receipt of such written confirmation from the Union, the Employer shall deduct from the wages due said employee each pay period, and remit to the Union the regular dues and initiation fees, 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 confirmation from the Union.

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 3. The Employer shall remit to the Union all deductions for dues and initiation fees made from the wages of employees for the preceding pay period, together with a list that includes all employees from whom dues and initiation fees have been deducted, the amount deducted from the employee for the pay period, the employee's rate of pay and 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 4. 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 5. 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 6. Upon receipt of the written confirmation described in Section 2, above, the Employer shall 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 2 above.

ARTICLE 5

EXCLUSIVE DUES CHECKOFF

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

ARTICLE 6

NON-DISCRIMINATION

Section 1. 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.

Section 2. The District shall provide equal opportunities for employment, retention, and advancement of all personnel by administering all terms and conditions of employment regardless of race, color, ethnicity, ancestry, national origin, religion, sex, disability or genetic information, age, citizenship status, military status, sexual orientation or expression, socio-economic status, title, other dimensions of identity, or any other characteristic protected by law.

Section 3. The District and the Union recognize that all members of the District and Union are responsible for moving equity and inclusion efforts forward. The parties recognize the importance of continuously learning and acting to make systemic changes required to value, include and be fair to all employees. The parties agree that full participation in decisions that shape the institution and inclusion of diverse cultures, interests and world views are essential. The parties affirm a commitment to leading the way and allying in combating inequities and building inclusion.

ARTICLE 7

PROBATIONARY PERIOD

Section 1. New employees shall serve a probationary period of ninety (90) workdays. 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 "workdays" 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 their probationary period before the employee is eligible for a transfer or

promotion. An employee who is terminated during the probationary period is not entitled to any of the procedures set forth in Article 25.

Section 2. If a member changes from one position classification within 1199 to another position classification within 1199 without an interruption in their service and is then recommended for probationary termination within their first ninety (90) days within the new classification, the member will retain the right to revert back to their immediately prior position so long as:

- 1) The basis for the probationary termination recommendation is performance-based and not based on an allegation relating to misconduct or attendance.
- 2) The employee had previously served in their immediately prior position for at least three years of continual service.
- 3) The employee received an evaluation score of “skilled” or better in their most recent year-end evaluation for the immediately prior position.
- 4) Their immediately prior position at their prior location remains vacant and the time of their reversion election; and
- 5) The employee notifies the Talent Department in writing of their election to revert to their prior position in advance of the Board of Education acting upon the probationary termination recommendation.

Section 3. Upon the Union’s request, the probationary employee, their supervisor, and a Union representative will meet and discuss the probationary employee’s progress.

ARTICLE 8

TEMPORARY AND/OR SUBSTITUTE EMPLOYEES

Section 1. The District shall not use temporary (substitute) employees to eliminate regular jobs or regular employees.

If a temporary (substitute) employee is hired as a substitute for a bargaining unit position, the District will first offer the employee the opportunity to be hired on a permanent basis to the corresponding bargaining unit position so long as; 1.) the prospective employee meets the eligibility

criteria for the bargaining unit position and, 2.) a vacancy exists for the corresponding bargaining unit position. The District will reoffer a permanent position every 60 days.

Section 2. Upon request from the Union, the District will provide information regarding substitute employees, including but not limited to their names, classification, worksite, shift, date of hire and rate of pay.

ARTICLE 9

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 10

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:

- a. Collect Union dues, initiation fees and assessments (if these funds are not collected through payroll deduction)
- b. Post Union notices
- c. Distribute Union literature

- d. Solicit Union membership during other than the employees' working time
- e. Attend negotiating meetings
- f. Transmit communications, authorized by the Union or its officers, to the District or its representatives; and
- g. 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.

- a. The Union shall have the authorization to use the school mail for matters pertaining to its members.
- b. 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.
- c. The Union shall be permitted to use 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.
- d. 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 the working conditions of the employees.

Section 6. The Union will be given two computer printouts 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 printouts 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. Any person released to assist with such problems must return to work once the meeting regarding the problem is concluded. 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 properly 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 their 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 11

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 12

LABOR MANAGEMENT COMMITTEE

Section 1. A Labor Management Committee for facilities shall be established to discuss matters of mutual concern between labor and management. The Facilities 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. The Executive Director of Facilities should attend this meeting when possible.

Section 2. The Executive Director of School Nutrition and not more than three (3) additional management designees, will meet with no more than four (4) appropriate Union representatives to discuss labor-management issues, including additional work guidelines.

Section 3. The Chief Talent Officer or designee, and two (2) additional management designees will meet with no more than three (3) appropriate Union representatives to discuss labor-management issues from school secretaries, Non-School Support, and Preschool Monitors, including additional work guidelines.

Section 4. The parties shall meet once every month unless the Union or District chooses not to meet. The Union and the District shall meet between July 15th and September 1st of each year to set a tentative schedule for the Labor Management Committee meetings to be held during that school year. Meetings shall be held during working hours unless otherwise mutually agreed.

Before any meeting is held, 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. Labor Management Meetings may be held either virtually or in-person. If a meeting is held in-person, attendees will have the option to attend virtually.

Section 5. 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 6. 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.

ARTICLE 13

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. Any adjustments by the District shall be discussed by the parties during the next applicable Labor Management Meeting. The District will inform the Union of any changes to job descriptions at the next scheduled Labor Management meeting before the changes are to take effect.

ARTICLE 14

ENVIRONMENTAL SERVICE SPECIALISTS (ESS)

Section 1. Lead. There shall be one lead ESS for any building with three-or-more night shift ESS. In addition to their 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	.36* per hour
4 to 6 ESS in a building	.42* per hour
7 and above ESS in a building	.48* 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. In the event that an alternate lead ESS is needed, the District will notify members of the need to ensure an equal opportunity is given to assume the alternate lead ESS 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 cover the cost of the training and, the District will review applications from cleaning 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. and buildings between 80,000-100,000 Sq. Ft. with learning cottages) 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, including learning cottages, and related areas are to be cleaned every other day. This means that 50% of the classrooms, including learning cottages, 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 one hour or more prior to the ESS's regular shift with 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 their 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 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 their 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 ESS 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 cleaning 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. Shift hours will be determined by the District. Employees may submit written requests for modification of shift hours to the Facilities Manager. The District shall consider and respond to any such request within fourteen (14) days of receipt of the written request. 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”).

Section 6. Mobile ESS Crew. The District has the right to establish one (1) or more Mobile Environmental Service Specialist crews (“Mobile ESS Crew”). If the District establishes one or more Mobile ESS crews, the following terms shall apply to such crews:

- a. A Mobile ESS Crew shall consist of three (3) Environmental Service Specialists. These positions are a 12-month position with an eight (8) hour workday.
- b. Members assigned to a Mobile ESS Crew must possess a valid drivers’ license.
- c. Mobile ESS Crews will be staffed based upon current ESS staff submission of preferential forms.
- d. Each Mobile ESS Crew shall have a designated Lead ESS who will be paid the applicable Lead ESS differential. The Lead ESS will be responsible for driving the assigned District vehicle, ensuring the vehicle is cleaned and maintained, and reporting any issues regarding the vehicle to the appropriate Facilities Manager.
- e. The Lead ESS is additionally responsible for all duties of a Lead ESS as required by Article 31, Section.
- f. For purposes of granting overtime, if a Mobile ESS Crew is assigned to a building for a specific task or limited period of time, that Crew will be entitled to overtime opportunities arising out

of that assigned task or for that limited period of time necessary to complete the assigned task at that building.

Section 7: Working Out of Classification (ESS)

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 they 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.

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 their regular rate of pay. This clause shall not be construed to grant bargaining unit members any rights to any higher paid classification. Additionally, this section supersedes all side letters and memorandums of understanding.

When an employee is assigned by management to work in another job classification which is higher in pay, they shall receive seventy-five cents (\$.75) for each hour worked in the higher classification beginning with the first working day and each day worked.

Section 8: ESS Mentors

A newly-hired ESS shall be assigned an ESS mentor. The ESS mentor will be assigned to a comparably-sized school as the newly-hired ESS when possible. The ESS mentor is responsible for providing instruction to the newly-hired ESS regarding cleaning practices and protocols.

The ESS mentor will have up to four (4) hours to mentor and train the newly-hired ESS at the mentor's building before the newly-hired ESS reports to their assigned building. The ESS mentor will receive a \$7.50 more per hour stipend which will be paid in addition to their base rate of pay, for the time spent training the newly-hired ESS up to four hours. If an ESS Mentor believes additional time beyond the initial four hours of mentoring is needed, the ESS Mentor may request additional mentoring time to be spent with the newly-hired ESS at the newly-hired ESS' building. Such request must be approved by the Executive Director of Facilities or designee.

ARTICLE 15
SCHOOL NUTRITION

A: SCHOOL NUTRITION EMPLOYMENT CONTINUATION, PHYSICALS, AND SALARY SCHEDULE

Section 1. In the event that the District subcontracts or otherwise changes the operation of its School Nutrition 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 school nutrition 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 school nutrition operation may be required to undergo physical examinations at the district's expense. Such physical examinations must be completed and filed with the Executive Director or designee prior to the beginning of the school year. This provision shall not be applied in an arbitrary, capricious, or discriminatory manner.

Section 3. Reevaluation. 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 the start of the school year, and annually each October thereafter.

Section 4. Professional Days. 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 designee for dietary staff.

Section 5. Effective July 1, 2017, all Satellite Cooks shall be reclassified to Assistant. Lunchroom Managers and all Assistant Satellite Cooks will be reclassified to First Cooks.

Section 6. The hours of work at CMSD schools for Assistant Managers and Cooks shall be no less than seven (7) paid hours per day/thirty-five (35) paid hours per week. The hours of work for General Preps shall be no less than four (4) paid hours per day/twenty (20) paid hours per week. On an employee-by-employee basis, the shift hours of General Prep employees can be adjusted based on the need of their assignment and as determined by management. 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.

Section 7. Dietary employees assigned to year-round schools, as defined by the district, and administrative sites that are twelve (12) month facilities will be considered twelve (12) month Employees.

Section 8. Dietary classifications Dietary I-IV shall be consolidated into one position known as “Dietary”.

Section 9. All Food Service office positions shall be consolidated into one position known as “Food Service Office Specialist.”

Section 10. 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.

Section 11. Twelve-month dietary employees can be assigned by the District for the summer school as needed.

Section 12. Food service employees shall be notified by their last workday of the school year as to the date of the opening meeting and their first day of work in the succeeding school year.

B: REGARDING NON-SCHOOL NUTRITION EMPLOYEES

Section 1. 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.

C: WORKING OUT OF CLASSIFICATION

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 they normally holds except in emergency situations. No employee shall be requested to perform duties that are in violation of the 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, they 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. 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 bargaining unit members any rights to any higher paid classification. Additionally, this section supersedes all side letters and memorandums of understanding.

D: MOBILE ASSISTANT MANAGER

Section 1. Beginning with the 2024-25 academic year, the District will create a Mobile Assistant Manager position within the Food Services Positions schedule. This position will receive the same wages, hours, and benefits of the Assistant Manager position, will be designated within the Food Services Positions schedule, and is a bargaining-unit position. The District will only hire Mobile Assistant

Managers if the then-current vacancy rate is 10% or lower across the combined positions of Assistant Manager, First Cook, General Preparation, Cashier, and Cook's Helper.

Section 2. Mobile Assistant Managers are assigned at the District's discretion on a daily basis to any food services location within the District and can be assigned to perform the duties associated with any food services position or a combination of multiple position duties. Regardless of which dietary staff position they are assigned to perform the Mobile Assistant Manager will be assigned to work no less than seven (7) paid hours per day/thirty-five (35) paid hours per week. Absent an operation need to assign otherwise, management will give consideration to the assignment of any Mobile Assistant Managers to schools where dietary staff absences are expected to result in zero or one food services staff being otherwise assigned.

E: ADDITIONAL PAID DAYS FOR 10-MONTH DIETARY EMPLOYEES

Section 1. During the 2024-25 academic year, 10-month Food Service Positions (comprised of the Assistant Manager, Mobile Assistant Manager, First Cook, General preparation, Cashier, Cook's Helper, Dietary, Lunchroom Attendant, and Preschool Monitor positions) will be compensated at their base wage rate for six additional days (four days during winter break, and two days during the spring break).

Section 2. During the 2025-26 academic year, 10-month dietary staff will be compensated at their base wage rate for nine additional days (inclusive of the prior six days): (six days during winter break and three days during the spring break).

Section 3. In the event the contract is extended to the 2026-27 academic year, 10-month dietary staff will be compensated at their base wage rate for twelve additional days (inclusive of the prior nine days): (one day on the Wednesday before Thanksgiving, six days during winter break, and five days during the spring break).

Section 4. Payment for these additional days is conditional on being in active pay status for the duration of the break in question. Payment for these days will not be counted toward overtime eligibility. In years where two full weeks of winter break span two pay periods, the additional days during the winter break will be evenly split between the two pay periods.

The additional days will be paid for by:

- a 3.15% wage reduction for all 10-month Food Service Positions for the 2024-25 academic year;
- a 1.575% wage reduction for all 10-month Food Service Positions for the 2025-26 academic year; and
- if the contract is extended for the 2026-27 academic year, a 1.575% wage reduction for all 10-month Food Service Positions for the 2026-27 academic year.

These reductions will offset and be subtracted from the negotiated wage increases that these positions would otherwise receive.

The additional days and the associated wage reductions described in this section are continuous in nature and will continue to be afforded through future extensions of the Agreement, unless otherwise negotiated, without additional offset in wages.

F: DIETARY CONTINGENCY PLAN

Section 1. In the event only a single food services employee is working at a building, the employee will first work with Food Services management to attempt to secure additional staffing support. If no additional support is available and provided, management will supply the employee with individually wrapped food options and the employee will then provide meal service with a combination of cold food and individually wrapped food options.

ARTICLE 16

SECRETARIES AND SCHOOL-BASED CLERICAL

This Article applies to the following job classifications; School Secretary, Chief Secretary, Principal Secretary, Senior Secretary, Junior Secretary, and school-based clerical (Specialist III) employees.

If the employee decides during the term of this agreement to opt into the School Secretary classification, the member must meet the requirements of the School Secretary job description, including passing the School Secretary assessment instrument. The District will seek input and participation from the Union in developing the School Secretary assessment instrument. Any member who does not pass the assessment shall be given the opportunity to retake the assessment on the next scheduled testing date.

Additionally, any employee holding one of the "old" classifications who bids on a School Secretary position and receives a satisfactory score on the assessment will be reclassified to a School Secretary. The reclassified School Secretary must respond to the job posting and shall receive an interview for posted open positions. The employee will be eligible for a one-time \$500 stipend if they take the assessment. The employee shall be placed on the School Secretary salary schedule at the higher of their current salary or the minimum School Secretary salary.

A Chief Secretary may apply and be selected for or receive a special transfer to a School Secretary position while remaining in their classified salary schedule without being required to otherwise reclassify as a School Secretary.

School Secretary Job Postings

Secretary and School-Based Clerical (Specialist III) Job Posting and Selection will be governed by this Article. Job posting will be posted on the District website internally and externally for a minimum of ten (10) working days. Preferred skills and/or training may be identified in the job posting as preferred. The District will establish a pool of eligible candidates comprised of employees who respond to job postings and applications from individuals who are not District employees. All individuals hired into classifications represented by the Union shall be obtained through this candidate pool process. Candidates for open School Secretary positions may be required to take the Secretarial Assessment Tool. Candidates' scores on the assessment will be considered in the decision as to whether a candidate will be placed in the candidate pool.

The hiring manager shall interview internal and external candidates and select and hire based on the following hiring criteria: an interview score, skills, experience (District and non-District), employment records, performance evaluations, attendance records, and specific school needs. The interview score will be determined using a rubric developed with the Union's input and will outline a specific scoring mechanism that gives preference to qualified members.

The hiring manager shall interview internal and external candidates at the same time, however, all qualified members who respond to the job posting must be interviewed and given first consideration for the position. Exceptions may be made with mutual agreement between the District and the Union in cases with a large volume of candidates. Only members with a performance rating of skilled or above

on their most recent evaluation will be eligible for consideration. Where the District determines that two or more individuals are equally qualified, based on the hiring criteria above, the District shall recommend hiring the individual with greatest District seniority. The parties agree that these procedures shall supersede any applicable Civil Service statute, rule, or regulation.

Displacements

Secretary and School-Based Clerical (Specialist III) employees who are displaced shall follow the contract language in Article 23. For bidding purposes, where there is a displaced School Secretary and a secretary holding the “old” classification (Principal Secretary and Chief Secretary only), the Secretary with more District seniority shall have first right to bid.

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. The request shall be submitted to the Chief Talent Officer/designee for all clerical employees. The special transfer process shall be completed within thirty (30) workdays of any such request. 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 employee’s immediate supervisor, and the Union designee. The District shall consider the employee’s requested placement based upon current vacancies. After it is determined that the employee will be transferred, a follow-up meeting will be held with the District designee, the employee, the supervisor of the receiving building and the Union designee prior to the employee’s first day to report to the new site or as soon as practicable after the Employee’s first day at his or her new site. If the District designee, the employee, the supervisor of the receiving building, and the Union designee are unable to meet, the special transfer effective date will not be delayed and the member will report as directed. Assignment, reassignment or transfer shall not be delayed due to the unavailability of meeting participants who have been duly notified. The District shall notify the Union in advance of any periods of time that special transfers cannot occur due to staffing adjustments. The special transfer provisions may not be used as a form of discipline.

Workdays

For those secretaries who work less than twelve (12) months per school year and are assigned to traditional calendar schools, the number of contract days shall be 220. For those secretaries assigned to extended year schools the number of contract days shall be 230. These contract days shall include all professional development days, regardless of the number of contractual holidays observed in the calendar year.

Thanksgiving Wednesday, Easter Monday and days during Winter or Spring breaks are workdays for twelve (12) month/260 day employees. In order to take off one or more of these days an employee must use an approved personal day (vacation or special privilege day).

The Board shall make best-faith efforts to identify and communicate to the Union the starting date(s) for secretaries by May 1 of each year. However, the Parties recognize that reasonable modifications may be required by the District after this date upon the recommendation of the CEO.

Wage Differentials

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 \$655.77 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 \$76.83 per summer session for distributing medication.

ARTICLE 17

SCHOOL NUTRITION, ESS, CLERICAL JOB POSTING - TRANSFERS AND PROMOTIONS

Section 1. The provisions of this Article apply to all bargaining unit positions other than those set forth in Article 17 (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 internally and externally, including the work location, appropriate pay band, and the number of hours for a minimum of five (5) working days. In addition, the District shall also send the posting to bargaining unit members through the District email system. Each posting shall contain a list of vacancy locations and the date each vacancy location was added.

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. Each shall be given 50% weight as the basis for transfer within the service. Seniority will be the governing factor in the event of a tie. 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 current practice of ESS staffing by seniority is to be accomplished by a preferential form system based on seniority where vacancies exist. These transfers shall be effective at the end of the first pay period in August, November, February, and May. With respect to these quarterly moves, the preferential list shall be frozen as of the beginning of the prior pay period. These dates shall be agreed upon and set at the May Labor Management Meeting to be effective for the following 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 and the employee.

The request shall be submitted in writing to the Union and the Office of Contract Implementation/District Designee. The special transfer process shall be completed within thirty (30) workdays of any such request. 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 Office of Contract Implementation/designee shall first meet with the member, the employee's immediate supervisor, and the Union designee.

The District shall consider the employee's requested placement based on current vacancies. Where a School Nutrition, Clerical, or ESS employee's transfer has been determined, the new supervisor, the employee, and the Union shall be notified of the new location.

Assignment, reassignment, or transfer shall not be delayed due to the unavailability of meeting participants who have been duly notified. The District shall notify the Union in advance of any periods of time that special transfers cannot occur due to staffing adjustments.

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.

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, 2015, 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 they 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 (2) workdays' 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 hiring the individual with greatest seniority. The parties agree that these procedures shall supersede any applicable Civil Service statute, rule, or regulation.

Thanksgiving Wednesday, Easter Monday, and days during Winter or Spring breaks are workdays for twelve (12) month / 260 day employees. In order to take off one or more of these days, an employee must use an approved personal day (vacation or special privilege day).

The Board shall make best-faith efforts to identify and communicate to the Union the starting date(s) by May 1 of each year. However, the Parties recognize that reasonable modifications may be required by the District after this date upon the recommendation of the CEO.

ARTICLE 18

ASSIGNMENT OF AVAILABLE HOURS

Any employee whose schedule of hours to be worked in their regular job classification is

reduced below nineteen (19) hours per week shall be offered any available employment in any other job classification for which they are 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 their 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 their normal job responsibilities for which they are qualified, agreeable to the employee, in order to increase their hours of work per week.

ARTICLE 19

HOURS OF WORK AND OVERTIME / SUPPLEMENTAL ASSIGNMENTS

Section 1.

- a. 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 their uninterrupted, unpaid lunch hour. To be "uninterrupted" means that no duties shall be assigned to employees by management during the unpaid lunch break.
- b. All Dietary and ESS employees shall be allowed a thirty (30) minute uninterrupted, unpaid break. To be "uninterrupted" means that no duties shall be assigned to employees by management during the unpaid lunch break.

- c. 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, their 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 passover was intentional.

Section 4. In addition to any breaks provided by Section 1, above, employees who are assigned to work seven and three-quarters (7- 3/4) paid hours or over are entitled to two (2) uninterrupted fifteen (15) minute breaks. To be “uninterrupted” means that no duties shall be assigned to employees by management during the unpaid lunch break.

Section 5. Supplemental assignments are those work assignments outside of the employee’s normal work schedule (i.e. night school, summer school, summer assignments). Employees shall be allowed to use 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 20

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 School Nutrition Services operational needs will be notified and offered the opportunity to fill the position. Notice of summer school assignments will be provided no later than April 20th of each year. Notice of supplemental assignments 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.

Any employee selected for summer assignments is expected to be present every day of the assignment. An employee working a summer assignment may use one (1) Special Privilege Leave day during the summer assignment. If an employee is absent more than two days during the summer school assignment, that employee must upon request provide medical documentation or verification acceptable to the District to justify the absence within 48 hours of return from the absence. Failure to provide acceptable documentation/verification in a timely manner may result in removal from the summer assignment.

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

ARTICLE 21

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, they will be offered any available positions within their classification without regard to the normal bidding procedure. The process for determining seniority in the event of a tiebreaker 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) workdays 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 their 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 their 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 their 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 their 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, they may designate in writing an individual to select on their 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.

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

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 their layoff or bumping out of a classification. The District shall provide the Union with the recall list.

ARTICLE 22

CALL-IN PAY

An employee required to report back to work after the close of their shift, or on any day that is not a regular workday, 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 (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 23

ATTENDANCE POLICY

Employees who received progressive discipline above Step 1 pursuant to the previously existing attendance policy will have their disciplinary progression step preserved on this Attendance Policy at the Step incurred under the prior policy (i.e. an employee who received Step 2 under the prior policy shall maintain the Step 2 upon ratification of this Policy for the applicable remaining time period):

Attendance Policy

Absence and Tardiness Infraction Policy

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

DEFINITIONS

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

If the employee is absent greater than (3) consecutive days of work, medical documentation must be provided from a medical provider within (3) working days of the employee's return to work, or the absence will be considered unexcused.

Unexcused Absence/Tardy. An unexcused absence can be either a single unexcused absence occurrence, Pattern Absence Abuse, or Excessive Absenteeism.

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

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

If the employee is absent greater than (3) consecutive days of work, medical documentation must be provided from a medical provider within (3) working days of the employee's return to work, or the absence will be considered unexcused.

Tardiness/Early Departure

- Tardiness is arriving up to 1 hour late
- Early Departure is leaving up to 1 hour early

- Being late returning from lunch or a contractually required break will be considered tardiness.
- An employee will not be considered to be tardy or to have departed early in situations involving illness or emergency. The employee shall submit in writing the reason for arriving late or leaving work early, along with any supporting documentation, within one day of the employee's return to work.

Employee Required to Provide Notification to Supervisor and/or their designee

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

Absence Reporting

Absence reporting is the duty of each employee to report their absence or tardiness to their supervisor and/or designee prior to the start of the employee's workday and to report: a need for early departure to their supervisor and/or designee as soon as the employee knows that they will need to leave work early.

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

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 they leave their worksite before the end of the shift or workday or for scheduled breaks, without the approval of their Supervisor.

Unexcused absence reporting is the failure of an employee to report their absence, tardiness, or early departure as required in the immediately preceding notification section above.

Excused absence reporting occurs if the employee either:

- 1) reports their absence or tardiness consistent with the process designated in writing by the employee's supervisor and/or designee; or
- 2) is unable to report their absence, tardiness, or early departure as stated above due to an emergency or situation beyond the control of the employee. In such cases the employee shall be required to report the absence, tardiness, or early departure within 48 hours of the employee's return to work, otherwise the failure to report shall be deemed to be unexcused.

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

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

Employees should notify management the night before an absence occurs where possible. Employees must call in an absence or tardy arrival as early as possible but in no case less than sixty (60) minutes before their starting time for a morning absence.

Absence Occurrence

- Each single day of unexcused absence (or portion of a day beyond the one (1) hour threshold for unexcused tardiness or unexcused early departure) counts as one (1) occurrence.
- Each unexcused tardy or unexcused early departure instance (arriving between fifteen (15) minutes and one (1) hour late or leaving between fifteen (15) minutes and one (1) hour early) counts as one half (1/2) occurrence. Two half-occurrences combine to count as one occurrence.
- Each unexcused absence reporting by an employee will count as one (1) occurrence.
- Each single instance of AWOL will count as one (1) occurrence.
- If an employee is tardy and a substitute has already replaced them, management may, at its discretion, send the employee home for the shift, without pay.

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

PROGRESSIVE DISCIPLINE FOR ABSENCE, AWOL, TARDY, OR EARLY DEPARTURE INFRACTIONS

Disciplinary Action Steps

The District policy of disciplinary action for attendance consists of an informal, non-disciplinary counseling step and four disciplinary steps which are administered in progressive order. At each of these steps the employee will be entitled to a meeting with union representation at their request and will have a meaningful opportunity to respond to the allegations and present information about any mitigating circumstances. An employee may progress through the Disciplinary Action Steps even if disciplinary processes for underlying infraction have not been resolved to completion. For example, an employee who has previously received a Step One Counseling and who commits two (2) additional absence occurrences may be subject to the Step Two (Written Reprimand) and a Step Three (One Day Suspension Without Pay) processes for the two (2) additional occurrences.

Step One: Counseling

After the first two (2) occurrences as defined above within sixty (60) workdays, the supervisor will provide a warning to the employee through a documented conversation in order to improve the attendance concerns and put the employee on notice that additional attendance issues will result in disciplinary actions. The purpose of the counseling meeting is to improve the attendance concerns and put the employee on notice that additional attendance issues will result in disciplinary action. This documented conversation will not be considered as discipline and will not be included in the employee's personnel file.

Step Two: Written Reprimand

When an employee incurs a total of three (3) absence occurrences, the employee will receive a written reprimand. The written reprimand is a formal method of informing an employee of an absence or tardy infraction. The written reprimand occurs after an employee has received counseling from their supervisor related to the issue(s), and it is intended to encourage the employee to change the behavior.

Step Three: One Day Suspension Without Pay

When an employee incurs a total of four (4) absence occurrences the employee will receive a one-day suspension without pay.

Step Four: Three Day Suspension Without Pay

When an employee incurs a total of five (5) absence occurrences, the employee will receive a three-day suspension.

Step Five: Five Day Suspension Without Pay

When an employee incurs a total of six (6) absence occurrences, the employee will receive a five-day suspension.

Step Six: Termination

When an employee incurs a total of seven (7) absence occurrences, the employee will be terminated.

Disciplinary Action Track for Attendance, AWOL, Tardy or Early Departure Infractions

Absence, AWOL, tardiness and early departure issues are addressed as a single track in the attendance infraction disciplinary action process. For example, an employee who has been issued a first level warning for a tardiness issue would receive a second level warning for an attendance issue that warrants disciplinary action.

Knowingly falsifying time reporting entries will result in discipline up to and including termination.

Failure to report to work for five consecutively scheduled workdays without notifying the immediate supervisor will result in termination.

Twelve-Month Restart

For purposes of infractions subject to the six-step disciplinary progression, an Employee will progress sequentially through the Disciplinary Steps unless the employee goes a period of twelve consecutive months without an attendance-related infraction or occurrence. If an employee does go twelve consecutive months without an infraction or occurrence that gives rise to disciplinary action under this section, their next infraction or occurrence will restart at Step One of the Disciplinary Action Steps.

The date of an infraction, not the date any resulting discipline is imposed, will control when identifying the applicable 12-month period.

This restart provision will also apply to individuals who had their progressive step preserved from the previously existing attendance policy, based on the dates of the relevant infractions.

Progressive Discipline Matrix

Step	Infraction / Occurrence	Penalty
1	Two (2) occurrences (or combination of full and half occurrences equaling two) without a 12-consecutive month restart	Verbal Counseling
2	Three (3) occurrences (or combination of full and half occurrences equaling three) without a 12-consecutive month restart	Written Warning
3	Four (4) occurrences (or combination of full and half occurrences equaling four) without a 12-consecutive month restart	One-Day Unpaid Suspension
4	Five (5) occurrences (or combination of full and half occurrences equaling five) without a 12-consecutive month restart	Three-Day Unpaid Suspension
5	Six (6) occurrences (or combination of full and half occurrences equaling six or a fifth AWOL occurrence) without a 12-consecutive month restart	Five-Day Unpaid Suspension
6	Seven (7) occurrences (or combination of full and half occurrences equaling seven) without a 12-consecutive month restart	Termination
No Step	Knowingly Falsifying Time Records	Up to and including termination
No Step	Five consecutive days no-call / no-show	Termination

ARTICLE 24

DISCIPLINE

Section 1. Discipline only for just cause. Employees covered by this agreement shall be disciplined, demoted, suspended, or discharged only for just cause under arbitral law.

Section 2. 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.

Section 3. 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, the bargaining unit member is entitled to a fact-finding/pre-disciplinary hearing. The administrator shall have twenty (20) workdays after knowledge of the alleged violation to complete the preliminary investigation and notify the member of their determination that the member may have engaged in conduct that could lead to either a

termination or suspension without pay. The administrator shall provide the evidence related to the allegations obtained during the preliminary investigation to the Union seventy-two (72) hours prior to the scheduled factfinding/pre-disciplinary hearing.

2. The fact-finding/pre-disciplinary hearing will be held before the appropriate 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 72 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 individual holding the factfinding/pre-disciplinary hearing 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 individual holding the factfinding/pre-disciplinary hearing 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 of receiving the recommendation resulting from the fact finding/pre-disciplinary hearing.
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.

12. Garrity Rights. Any bargaining unit member covered by this Agreement shall be afforded full treatment and protection under their 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 25 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.

13. 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, they shall be compensated for the time spent at the meeting or hearing.
14. 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 25

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 workdays 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) workdays 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 and/or steps of the grievance procedure by a Union representative, either in person and/or by phone.

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 their Garrity right has a right to their own private legal representation at their 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 and/or steps of the specified grievance procedure, including mediation and arbitration, either in person and/or by phone.

Thirty (30) 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 submit a written grievance, in person or electronically, 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 submitted 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, either in person or by phone, 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, within thirty (30) working days following submission of the District's Step Two response, a representative of the Union will notify the District, in writing, of its intent to mediate. The District and a representative of the Union 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 and/or a representative of the Union may omit STEP 1 of the grievance procedure and file a written or electronic request with the Director of Labor Relations for a STEP 2 hearing, which shall take place, either in person or by phone, 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) workdays following the completion of the mediation 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 26

LEAVES OF ABSENCE

ARTICLE 26(a): 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.

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 scheduled hours.

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 their 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 (3) workdays after their 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.

Leave of Absence for Extended Illness

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 their 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 being 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/workday whenever possible.

Section 5. Any employee who has exhausted their 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 6. 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 their accumulated paid sick leave in addition to the deduction from their accumulated paid sick leave for their day's absence. An employee reporting sick on a summer school assignment may use their accumulated paid sick leave and will have a proportionate amount of a day's sick leave deducted from their accumulated paid sick leave in a manner to be calculated by the Chief Financial Officer.

Section 7. An employee who is hurt on the job shall have the option of using their paid sick leave, Workers' Compensation benefits consistent with the Transitional Work Program attached as Appendices C and D, or their vacation, whichever they prefer. The parties agree that the District will implement the Transitional Work Program, effective July 1, 2007.

Section 8. The District will place in each employee's pay voucher the current amount of accumulated but unused paid sick leave.

Section 9. An employee returning to work after a paid sick leave of three (3) months or less shall be entitled to return to their 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 their pre-leave job classification and geographic area; however, the District will make a reasonable effort to return the employee to their 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 their 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 their pre-leave classification and, if possible, their 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 10. Sick Leave Donation. Sick day donations shall be governed by the "Guidelines for Donating Sick Leave." (Appendix E).

Section 11. Absence Abuse. See Article 23 (Attendance Policy)..

ARTICLE 26(b): Sick Leave Without Pay

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

- a. The employee must report the illness or injury to their department head or immediate supervisor by no later than the second day of absence unless failure to do so is due to reasons beyond their control and the employee does so as soon as possible thereafter.
- b. The employee must make application for the leave of absence on forms furnished by the District within five (5) workdays after the exhaustion of their sick leave.
- c. The employee must support their application with medical evidence from their physician establishing the need for a leave.
- d. The application and supporting medical evidence must state the physician's best estimate of the specific dates which the employee requires the leave; and
- e. 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 leave 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 for 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:

- a. 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
- b. 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 their 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 their pre-leave job classification and geographic area; however, the District will make a reasonable effort to return the employee to their 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 their 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 their pre-leave classification and, if possible, their 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 their 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 their pre-leave job classification and geographic area; however, the District will make a reasonable effort to return the employee to their 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 their 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 their pre-leave classification and, if possible, their 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 Chief Talent Officer or Designee 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 a 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.

An employee whose partner 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 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, stepparent, or stepchild. 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 their pre-leave job classification and geographic area of assignment. An employee returning from 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 their 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: CMSD'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 26(c): 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 they have 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 their full pay.

Section 4. An employee shall be granted an assault leave of up to three (3) calendar months from the date of the alleged assault 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 from the date of the alleged assault.

ARTICLE 26(d): Funeral Leave

Section 1. An employee will be granted a leave of absence with pay to be charged against their accumulated sick leave with pay in the event of the death of a 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, stepparent, 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, or immediate supervisor.

ARTICLE 26(e): Jury Duty Leave. Bargaining unit members will be paid their regular pay (not to exceed eight (8) hours per day) for the duration of jury duty.

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

Section 2. Reporting Back to Work Upon Release from Jury Duty. Bargaining unit members must report at once to their immediate supervisors 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 26(f): 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 or electronic request, and such request is approved by the appropriate Executive Director or designee.

Section 2. Such leave 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 or electronically through the District's Workday system, in advance, except in emergency situations. 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. An 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 (for secretaries) or appropriate Executive Director or designee (for all other bargaining unit employees) can otherwise allow for the taking of a special privilege leave day under the conditions described below in Section 1.a. and Section 1.b. Such a decision will be within the sole discretion of the principal or Executive Director or designee.

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 (2) weeks after the closing 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 or electronic notice must be on file with the appropriate Executive Director or designee's office before pay for any special privilege day(s) is granted.
5. Special privilege leave may be taken in increments of one (1) hour.

ARTICLE 26(g): Education Leave

An employee may be granted a leave of absence without pay for education purposes relating

to the operations of the District. The request for an Education Leave should be submitted to the Talent Department along with supporting documentation or rationale as to the relationship between the educational leave and operations of the District. Should an Educational leave of absence be requested and denied, the Employee requesting such leave shall, upon request, be granted a meeting with the Talent Department to further discuss the reasons for the denial and for the member to provide additional documentation or information to support the request for leave. This Meeting will be held virtually unless both parties mutually agree to meet in-person. Following this meeting, the District retains the right to approve or deny the request for leave.

ARTICLE 26(h): 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 26(i): Military Leave

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

ARTICLE 26(j): Paid Parental Leave

The District is committed to the health and wellbeing of educators, including the support of life transitions related to the expansion of their families. This policy entitles eligible employees to a continuous paid leave of absence during the twelve (12) month period following the birth of a newborn or the placement of a newly adopted child.

Section 1. All regular full-time District employees who have completed sixty (60) days of continuous employment with the District are eligible for Paid Parental Leave. Eligible employees may use up to twelve (12) continuous weeks of Paid Parental Leave (60 workdays), paid at 100% of their base pay.

Section 2. Qualifying events during the twelve-week period include:

- Birth of a child; or
- Adoption of a child who is eighteen (18) years of age or younger or is over eighteen

(18) years of age and is incapable of self-care due to a physical or mental disability.

For all the qualified events above, the employee must be the biological parent or adoptive parent.

Section 3. If the two parents are both CMSD employees, each shall be entitled to twelve (12) weeks of continuous Paid Parental Leave. Utilization of Paid Parental Leave must be continuous in nature. Multiple births or adoptions within twelve (12) months of each other shall be considered as one qualifying event for purposes of determining eligibility for Paid Parental Leave.

Section 4. In the event that a newly born or adopted child dies during the period of time that the employee is on Paid Parental Leave, the employee shall be entitled to the full extent of the Paid Parental Leave - the Paid Parental Leave shall not terminate due to the death of the child.

Section 5. If an employee is FMLA eligible, Paid Parental Leave must be taken concurrently with FMLA Leave and be counted against FMLA Leave.

Sick Day Donations may be collected, but will not be eligible to be applied, during Paid Parental Leave. Donated Sick Days for a medically necessary leave beyond the 12-weeks provided through this policy will be administered consistent with collective bargaining agreements.

Section 6. Upon separation of employment, unused Paid Parental Leave is forfeited; under no circumstance will this benefit be paid out.

Section 7. Employees must submit a Leave Request at least 30 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible) and provide all required documentation. Required Documentation for Paid Parental Leave for Birth or Adoption include a birth certificate or adoption certification.

If the documentation provided by the employee is insufficient or incomplete, the District will contact the employee in writing to request additional information. The employee will have seven (7) days to resolve any deficiencies.

The authorized representative of the District may contact the employee's health care provider for authentication and clarification so long as the employee has first been offered the opportunity to

resolve incomplete documentation.

Employees returning from a leave of absence granted pursuant to this section shall be returned to their pre-leave job classification and geographic area of assignment.

ARTICLE 27

INCLEMENT WEATHER

When the schools are closed because of inclement weather and employees who are not required to be present are paid for the day, then any employee who is required to work shall also be paid for the day and in addition will be paid for all hours worked. This applies to regular employees only.

Those hours paid because of 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 28

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)
Juneteenth (June 19th)
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)

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 worked the last scheduled day before and the first scheduled day after the Labor Day holiday.

To be eligible for payment for the Juneteenth holiday, the employee must actually work the scheduled workday before and the scheduled workday after the holiday.

Section 2. Should New Year's Day, Juneteenth, 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, Juneteenth, 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 workdays 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 workdays immediately before and after the holiday.

ARTICLE 29

VACATION

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

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 their 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 who 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 they are 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 buyback will be available in any given year.
12. All vacation requests are subject to operational needs and the approval of the Chief Operating Officer or designee. All vacation requests must be submitted as soon as practicable but in no event less than ten days prior to the commencement of the vacation.
13. Vacation leave requests shall not be granted during the following time periods for all regular, full-time bargaining unit members:
- a. Two (2) weeks prior to and one (1) week after the opening of the school to which the employee requesting vacation is assigned at the time of the request; two (2) weeks prior to and one (1) week after the close of the school to which the employee requesting vacation is assigned at the time of the request for the Summer.

- b. On a site by site, and classification by classification basis, approval may be granted by the member's immediate supervisor.

ARTICLE 30

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 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 their 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 their 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, they shall be permitted to examine their 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 11 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 their 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, they 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 1 of this agreement.
18. Adjustment of workload may be addressed by the Article 25 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.
19. The District shall notify the Union within twenty-four (24) hours before, when possible, but no later than twenty-four (24) hours after moving an employee for safety, discipline, or for any other reason other than an emergency situation.
20. Clerical Additional Responsibilities. No person covered by this Agreement shall be required to accept the responsibilities and carry out the duties of a position or rank other than that which they normally hold 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.

A clerical employee may agree to assume additional responsibilities beyond their regular assignment through a written agreement between:

- 1) the clerical employee,
- 2) their supervisor for payroll purposes, and
- 3) the supervisor over the additional responsibilities they will perform (if different from

their supervisor for payroll purposes).

Such agreement must specify:

- 1) the additional responsibilities the Secretary employee will perform,
- 2) the approved number of hours for the additional responsibilities (for example, four hours per week),
- 3) whether the responsibilities will be performed within or outside of the regularly scheduled day, and
- 4) the anticipated duration of the additional responsibilities (for example, for a period of six weeks).

For purposes of this section, additional responsibilities may include:

- 1) performing work in support of a school or department other than and in addition to their assigned school or department
- 2) performing work otherwise designated to a position or classification above their current position or classification, or
- 3) performing work towards special projects consisting of tasks outside the scope of any existing clerical position.

For agreed upon additional responsibilities that occur within the Clerical employee's regular work day, the Clerical employee will enter time as Approved Additional Responsibilities During Work Hours and shall be paid an additional three dollars (\$3.00) per hour for each hour of additional responsibilities worked within their regular work day. This time entry may not be used for work that occurs outside the regular workday.

For agreed upon additional responsibilities that occur outside the Clerical employee's regular workday, the Clerical employee will enter the additional hours worked as part of their regular time entry submission and receive pay at their regular hourly rate (except that they will be paid a time-and-one-half rate for hours beyond a total of forty hours within a work week).

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 their regular rate of pay. This clause shall not be construed to grant bargaining unit members any

rights to any higher paid classification. Any agreement for the assumption of additional responsibilities arising under this section may be rescinded by management at any time through written notice to the Secretarial employee. In such event the Secretarial employee will be paid for the previously agreed-upon and completed additional responsibilities. Any agreement for the assumption of additional responsibilities arising under this section does not carry forward from one academic year to the next without a new written agreement being executed.

Additionally, this section supersedes all side letters and memorandums of understanding.

21. The CEO, in their sole discretion, may release one or more employees from work with pay for part or all day of the employee's workday. An employee released from work under this provision shall not have the released hours considered as hours worked for overtime purposes under Article 19, Section 6. The CEO's decision to release an employee or group of employees for part or all of an employee's workday shall not be subject to the grievance and arbitration provisions.

The parties agree and acknowledge that the CEO's decision to release an employee or group of employees under this section does not create an expectation or obligation to release any other member. Moreover, notwithstanding any other provision in this agreement, the CEO's decision to release one or more employees under this section does not affect any non-released employee's rate of pay or work obligations during the release period and the provisions of Article 27 – Inclement Weather do not apply to the release of one or more employees under this section.

ARTICLE 31

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 ESS 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 32

EVALUATIONS

EVALUATION MEMORANDUM OF UNDERSTANDING

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

- 1) As part of the 2013 negotiations for successor contracts between the District and Unions, the District made a number of proposals related to evaluations and how the evaluations are to be used in employment related matters.
- 2) The District and Unions agreed that the development of the evaluation system and the use of the results of the evaluations on employment related matters may be best addressed by establishing an Evaluation Committee composed of members appointed by the District and members appointed by the Unions.
- 3) Given this, the District and Unions have agreed to the following:
 - a. The District shall have the right to appoint up to five District Representatives to the

Evaluation Committee but in no event shall the District representatives comprise more than 25% of the committee. There shall be Co-Chairs, one designated by the District and one designated by the Unions.

- b. Each signatory union shall have the right to appoint two representatives who shall be bargaining unit members or union staff to the Evaluation Committee.
 - c. The Evaluation Committee shall mutually agree upon one or more outside consultants to help the parties develop the evaluation system. The parties may mutually agree to a different consultant, should they mutually agree to replace the first consultant. The District shall pay for the outside consultant(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:

- i. the employee's evaluation failed to adhere substantially to the evaluation

- process including, but not limited to providing a corrective action plan;
- ii. there is a mistake in fact in the evaluation; and
- iii. 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 33

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 34
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 their 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 ensure 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 their 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 their 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 (210) liters of their breath;
3. The person has a concentration of fourteen-hundredths (14/100) of one (1) grain or more by weight of alcohol per one hundred (100) milliliters of their 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 their 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 35

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 36

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. Except as provided in sub-section 1. g. below, if a bargaining unit member enrolls their 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 their employer or retirement plan, bargaining unit member's whose annual compensation is \$27,000 or less shall pay a contribution of \$100.00 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 \$150 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.

- 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 of the initial eligibility date.
- e. If a member submits false information about their 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 25.
- f. Any spouse who fails to enroll in any group health insurance coverage sponsored by their 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: Anthem, 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 F, 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.

Anthem, 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 F, 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.

Employees whose annualized income is more than \$27,000, who enroll in either single or family coverage will pay the following monthly contributions for Anthem, and MMO SuperMed Plus PPO effective July 1, 2021: an amount equal to ten percent (10%) of the monthly premium (COBRA equivalency). The employee contribution based upon the COBRA equivalency rate shall be calculated and become effective for the coverage periods beginning January 1, 2019, and recalculated effective each January 1 thereafter.

The monthly contributions for Anthem and MMO SuperMed Plus PPO shall be subject to the following monthly caps for the duration of this agreement: (i) for single coverage - \$110.00 and (ii) for family coverage - \$235.00. Employees who enroll in either single or family coverage will pay the following monthly employee contributions for the duration of this agreement for UHChoice: (i) for single coverage - \$50.00; and (ii) for family coverage - \$120.00.

However, if an employee and covered spouse (if the District is the primary provider for health care for both the employee and spouse) annually voluntarily participates prior to the open enrollment period (1) in biometric testing consisting of Body Mass Index (BMI), glucose, blood pressure and cholesterol testing and (2) completes a health risk assessment, the above employee contribution shall be reduced to the following: (i) for Anthem and MMO – single coverage - \$85.00, family coverage - \$190.00; and (ii) for UHChoice- single coverage- \$35.00, family coverage- \$100.00. The tests and assessments shall be at no cost to the employee/covered spouse if billed by the provider as preventative care services as defined below and in Appendix F. 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 in Appendix F 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

Employees whose annualized income is \$27,000 or less, who enroll in either single or family coverage will pay the following monthly contributions for Anthem, and MMO SuperMed Plus PPO effective July 1, 2021: an amount equal to ten percent (10%) of the monthly premium (COBRA equivalency). The employee contribution based upon the COBRA equivalency rate shall be calculated and become effective for the coverage periods beginning on January 1, 2022, and recalculated effective each January 1 thereafter.

The monthly contributions for Anthem and MMO SuperMed Plus PPO shall be subject to the following monthly caps for the duration of this agreement: (i) for single coverage - \$71.50 and (ii) for family coverage - \$152.75. Employees who enroll in either single or family coverage will pay the following monthly employee contributions for the duration of this agreement for UHChoice: (i) for single coverage \$32.50; and (ii) for family coverage - \$110.50.

However, if an employee and covered spouse (if the District is the primary provider for health care for both the employee and spouse) annually voluntarily participates prior to the open enrollment period (1) in biometric testing consisting of Body Mass Index (BMI), glucose, blood pressure and cholesterol testing and (2) completes a health risk assessment, the above employee contributions shall be reduced to the following: (i) for Anthem and MMO – single coverage - \$55.25, family coverage - \$123.50 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 if billed by the provider as

preventative care services as defined below and in Appendix F. 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 in Appendix F 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.

For All Employees

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 F, infra. The district's obligation shall continue without regard to the continuing existence of the Affordable Care Act.

In addition, the following coverage shall be maintained:

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
 - Pap Test
 - 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 F 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.

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, they shall receive two semi-annual payments of \$250.00. These payments will be made in April and October. If the employee elects to change their coverage from family coverage to single (but would otherwise be eligible for continued family-coverage), they 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.

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.

Section 3. Prescription Drug Plan. (See Appendix F) 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(s) as summarized in Appendix F. 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 their 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, as provided by United Health Care and summarized in Appendix F.

Section 6. Dental Plan. All employees will be covered by a Basic Dental Care program as set forth in Appendix F. Employees may also elect to participate in the Enhanced Dental Program as set forth in Appendix F.

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" which will (a) allow employees who make employee contributions for health care coverage to elect to do on a pre-tax basis, (b) allow employees to elect to receive additional cash in lieu of Board paid health care coverage (as set forth herein), and (c) allow employees to elect to participate in the dependent care and medical care flexible spending accounts ("FSAs") described 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 their 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 childcare/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 during open enrollment or other qualifying event, 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, at the start of open enrollment and receive a corresponding credit under a health care FSA. Under the health care FSA, reimbursement may be received for medical (including dental and vision care) expenses (under IRC Section 213) that are not otherwise reimbursable by the health care plans of the District or of another employer.
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. Any basic life insurance coverage provided at the District's expense as defined in Section 9 below shall be included in the \$50,000 allowance.

Section 9. Life Insurance. The District shall underwrite the cost of the \$10,000 group life insurance policy for all regular employees. The District also will provide employees with the option of purchasing up to \$500,000 life insurance up to the limits of the policies in effect, but not less than \$10,000. 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. Any payroll deductions being made for health care / prescription drug and/or group life insurance will be affected on a monthly basis during the school year.

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 / prescription drug insurance, the inactive employee will be provided rights consistent with COBRA eligibility.
- 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 11. 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 12. 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 13. 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 14. Durable Medical Equipment. 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 other modifications 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 37

WAGES

Effective beginning July 1, 2024 the salaries and wages in Appendix B shall be updated as follows:

1. The base pay for all unit members shall be as set forth in Appendix B.
2. For all positions that are not 10-month Food Service Positions, effective July 1, 2024, employees will receive a wage increase of 4.0%, rounded to the nearest cent, in addition to any increment otherwise afforded; the wage minimums, increments, and maximums will be increased by 4.0%, rounded to the nearest cent.

Effective July 1, 2025, all positions that are not 10-month Food Service Positions, will receive a wage increase of 2.0%, rounded to the nearest cent, in addition to any increment otherwise afforded; the wage minimums and maximums will be increased by 2.0%, rounded to the nearest cent.

In the event the contract is extended to the 2025-26 year in advance of the January 1, 2025 or January 1, 2026 deadlines identified in the Duration section of this Agreement,

effective July 1, 2026, all positions that are not 10-month Food Service Positions will receive a wage increase of 3.0%, rounded to the nearest cent, in addition to any increment otherwise afforded; the wage minimums and maximums will be increased by 3.0%, rounded to the nearest cent.

3. Effective July 1, 2024, 10-month Food Service Positions (comprised of the Assistant Manager, Mobile Assistant Manager, First Cook, General Preparation, Cashier, Cook's Helper, Dietary, Lunchroom Attendant, and Preschool Monitor positions) will receive a wage increase of 0.85%, rounded to the nearest cent, in addition to any increment otherwise afforded. The wage minimums, increments, and wage maximums will be increased by 0.85%, rounded to the nearest cent.

Effective July 1, 2025, 10-month Food Service Positions will receive a wage increase of 0.425%, rounded to the nearest cent, in addition to any increment otherwise afforded. The wage minimums, increments, and wage maximums will be increased by 0.425%, rounded to the nearest cent.

In the event the contract is extended to the 2025-26 year in advance of the January 1, 2025, or January 1, 2026, deadlines identified in the Duration section of this Agreement, effective July 1, 2026, 10-month Food Service Positions will receive a wage increase of 1.425% rounded to the nearest cent, in addition to any increment otherwise afforded. The reduced rates identified for 10-month Food Service Positions compared to other bargaining unit members is due to the payment of additional days described in Article 15, Section 4 which is provided in lieu of 0.525% worth of salary increase for each additional day described in Article 15, Section 4.

In order to effectuate the 10-month Food Services Position pay adjustments described above, the corresponding salary schedule for Food Service Positions will be split into separate tables to describe 10-month and 12-month positions and their respective rates.

4. Differentials and Stipends identified within the agreement will not be increased during the term of the agreement.

5. Longevity Frozen and/or Eliminated: Effective June 20, 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 their 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.

Longevity increments will be earned as of September 1 or February 1 following an employee's attainment of the necessary years of service. Such payments will be implemented automatically without the need for application by the employee. These longevity payments will be paid on a per-paycheck basis distributed over the applicable year's pay cycles from the time of attainment.

Longevity shall be:

20 years: hourly \$.40/ salary \$855

25 years: hourly \$.87/ salary \$1822

ARTICLE 38

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.

If a bargaining unit member with a minimum of ten (10) years' retirement credit with the District notifies the District of retirement by December 1st of that school year and completes the remainder of that academic year, the Bargaining Unit member will receive a cash payment equal to the value of 35% of their accumulated sick leave credit. This payment will not exceed \$60,000.

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 39

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 40
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 A

POSITIONS CURRENTLY COVERED

Accounts Payable Specialist	Junior Bookkeeper
Bookkeeper	Junior Secretary
Cashier	Junior Stenographer
General Prep	Junior Library Aide
Cook's Helper	Junior Payroll Audit Clerk
Chief Secretary	Lead ESS
Clerk	Library Technologist
Clerk III	Machinist
Clerk IV	Maintenance Man
Computer Operator I	Network Support Specialist
Computer Operator II	Office Assistant I
Computer Operator III	Office Assistant II
Data Control Clerk	Payroll Audit Clerk
Data Entry Operator I	Preschool Monitor
Data Entry Operator II	Principal Secretary Principal
Data Entry Operator III	Principal Bookkeeper
Data Entry Operator Trainee	Stenographer
Data Processing	Procurement Specialist I
Documentation Technician	Procurement Specialist III
Data Processing Systems	Program Documentation Clerk
Analyst I	Programmer I
Dietary I (Lunchroom Attendant)	Programmer II
Dietary II (Assistant Satellite Cook)	Programmer III
Dietary III (Cook, Satellite Cook)	Programmer trainee
Dietary IV (Assistant Manager)	Records Retention Clerk
ESS (Regular)	<i>(student records)</i>
Exterminator	Resource Coordinator
Film Inspector	Scheduler
Internal Auditor Assistant	School Secretary Senior
Senior Library Aide	Senior Secretary
Senior Stenographer	Senior Stores Clerk
Senior Typist	Specialist I
Specialist I-Adult Ed./Hourly	Specialist I—Stranded
Students Specialist II	Specialist III
Systems Programmer I	Tabulation Machine Operator
Tape Librarian	Telephone Operator Window
ESS	Word Processor I
Word Processor II	Word Processor Trainee

Compensation Schedules
Classified Salary Schedule 2024-2027
Secretarial/Non-Supervisory Positions (1 of 3)
Service Employees International Union, District 1199

Job Class	Title	2024-2025 - 4%			2025-2026 - 2%			2026-2027 - 3%		
		260 days			260 days			260 days		
		Minimum	Maximum	Increment	Minimum	Maximum	Increment	Minimum	Maximum	Increment
450101	School Secretary	\$34,656.06	\$62,691.34	\$764	\$35,349.18	\$63,945.17	\$779	\$36,409.66	\$65,863.53	\$802
650250	Library Technologist	\$34,656.64	\$48,039.77	\$612	\$35,349.77	\$49,000.57	\$624	\$36,410.26	\$50,470.59	\$643
450140	Principal Bookkeeper	\$34,656.64	\$48,039.77	\$612	\$35,349.77	\$49,000.57	\$624	\$36,410.26	\$50,470.59	\$643
450220	Shipping Clerk	\$34,656.64	\$48,039.77	\$612	\$35,349.77	\$49,000.57	\$624	\$36,410.26	\$50,470.59	\$643
450530	Specialist I	\$34,656.64	\$48,039.77	\$612	\$35,349.77	\$49,000.57	\$624	\$36,410.26	\$50,470.59	\$643
450100	Principal Secretary	\$34,656.64	\$48,039.77	\$612	\$35,349.77	\$49,000.57	\$624	\$36,410.26	\$50,470.59	\$643
450550	Clerk III	\$34,656.64	\$48,039.77	\$612	\$35,349.77	\$49,000.57	\$624	\$36,410.26	\$50,470.59	\$643
450300	Principal Stenographer	\$34,656.64	\$48,039.77	\$612	\$35,349.77	\$49,000.57	\$624	\$36,410.26	\$50,470.59	\$643
350060	Programmer Trainee	\$34,656.64	\$48,039.77	\$612	\$35,349.77	\$49,000.57	\$624	\$36,410.26	\$50,470.59	\$643
650255	Resource Coordinator - Arts	\$34,656.64	\$48,039.77	\$612	\$35,349.77	\$49,000.57	\$624	\$36,410.26	\$50,470.59	\$643
450095	Procurement Specialist I	\$34,656.64	\$48,039.77	\$612	\$35,349.77	\$49,000.57	\$624	\$36,410.26	\$50,470.59	\$643
450522	Records Retention Clerk	\$34,656.64	\$48,039.77	\$612	\$35,349.77	\$49,000.57	\$624	\$36,410.26	\$50,470.59	\$643
450020	Tabulating Machine Operator	\$31,434.00	\$46,649.06	\$612	\$32,062.68	\$47,582.04	\$624	\$33,024.56	\$49,009.50	\$643
450210	Senior Stores Clerk	\$31,434.00	\$46,649.06	\$612	\$32,062.68	\$47,582.04	\$624	\$33,024.56	\$49,009.50	\$643
450400	Data Entry Operator II	\$31,434.00	\$46,649.06	\$612	\$32,062.68	\$47,582.04	\$624	\$33,024.56	\$49,009.50	\$643
450430	Word Processor Trainee	\$31,434.00	\$46,649.06	\$612	\$32,062.68	\$47,582.04	\$624	\$33,024.56	\$49,009.50	\$643
450290	Senior Stenographer	\$34,107.92	\$44,398.46	\$612	\$34,790.08	\$45,286.43	\$624	\$35,833.78	\$46,645.02	\$643
450150	Senior Bookkeeper	\$34,107.92	\$44,398.46	\$612	\$34,790.08	\$45,286.43	\$624	\$35,833.78	\$46,645.02	\$643
450110	Senior Secretary	\$34,107.92	\$44,398.46	\$612	\$34,790.08	\$45,286.43	\$624	\$35,833.78	\$46,645.02	\$643
450270	Senior Library Aide	\$34,107.92	\$44,398.46	\$612	\$34,790.08	\$45,286.43	\$624	\$35,833.78	\$46,645.02	\$643
450320	Senior Typist	\$34,107.92	\$44,398.46	\$612	\$34,790.08	\$45,286.43	\$624	\$35,833.78	\$46,645.02	\$643
450040	Data Entry Operator I	\$34,107.92	\$44,398.46	\$612	\$34,790.08	\$45,286.43	\$624	\$35,833.78	\$46,645.02	\$643
450080	Junior Payroll Audit Clerk	\$31,434.00	\$41,988.33	\$612	\$32,062.68	\$42,828.10	\$624	\$33,024.56	\$44,112.94	\$643
450120	Junior Secretary	\$31,434.00	\$41,988.33	\$612	\$32,062.68	\$42,828.10	\$624	\$33,024.56	\$44,112.94	\$643
450310	Junior Stenographer	\$31,434.00	\$41,988.33	\$612	\$32,062.68	\$42,828.10	\$624	\$33,024.56	\$44,112.94	\$643
450260	Junior Library Aide	\$31,434.00	\$41,988.33	\$612	\$32,062.68	\$42,828.10	\$624	\$33,024.56	\$44,112.94	\$643
450490	Film Inspector	\$31,434.00	\$41,988.33	\$612	\$32,062.68	\$42,828.10	\$624	\$33,024.56	\$44,112.94	\$643
450160	Junior Bookkeeper	\$31,434.00	\$41,988.33	\$612	\$32,062.68	\$42,828.10	\$624	\$33,024.56	\$44,112.94	\$643
450280	Telephone Operator	\$31,434.00	\$41,988.33	\$612	\$32,062.68	\$42,828.10	\$624	\$33,024.56	\$44,112.94	\$643
450390	Data Entry Trainee	\$31,434.00	\$41,988.33	\$612	\$32,062.68	\$42,828.10	\$624	\$33,024.56	\$44,112.94	\$643

Compensation Schedules
Classified Salary Schedule 2024-2027
Secretarial/Non-Supervisory Positions (2 of 3)
Service Employees International Union, District 1199

Job Class	Title	2024-2025 - 4% 260 days			2025-2026 - 2% 260 days			2026-2027 - 3% 260 days		
		Minimum	Maximum	Increment	Minimum	Maximum	Increment	Minimum	Maximum	Increment
350020	D.P. Systems Analyst I	\$43,650.14	\$75,554.49	\$910	\$44,523.14	\$77,065.58	\$928	\$45,858.83	\$79,377.55	\$956
350070	Programmer III	\$43,650.14	\$75,554.49	\$910	\$44,523.14	\$77,065.58	\$928	\$45,858.83	\$79,377.55	\$956
350015	Network Support Specialist	\$43,650.14	\$75,554.49	\$910	\$44,523.14	\$77,065.58	\$928	\$45,858.83	\$79,377.55	\$956
350025	Systems Programmer I	\$43,650.14	\$75,554.49	\$910	\$44,523.14	\$77,065.58	\$928	\$45,858.83	\$79,377.55	\$956
350090	Specialist III	\$43,650.14	\$75,554.49	\$910	\$44,523.14	\$77,065.58	\$928	\$45,858.83	\$79,377.55	\$956
350091	Procurement Specialist III	\$43,650.14	\$75,554.49	\$910	\$44,523.14	\$77,065.58	\$928	\$45,858.83	\$79,377.55	\$956
350094	Payroll Specialist III	\$43,650.14	\$75,554.49	\$910	\$44,523.14	\$77,065.58	\$928	\$45,858.83	\$79,377.55	\$956
450610	Office Assistant II	\$43,635.37	\$55,809.25	\$950	\$44,508.08	\$56,925.43	\$969	\$45,843.32	\$58,633.19	\$998
350040	Programmer II	\$41,334.47	\$69,175.09	\$910	\$42,161.16	\$70,558.59	\$928	\$43,425.99	\$72,675.35	\$956
450370	Computer Operator III	\$41,334.47	\$69,175.09	\$910	\$42,161.16	\$70,558.59	\$928	\$43,425.99	\$72,675.35	\$956
450450	Word Processing Operator II	\$41,334.47	\$69,175.09	\$910	\$42,161.16	\$70,558.59	\$928	\$43,425.99	\$72,675.35	\$956
450090	Chief Secretary	\$38,127.35	\$63,946.33	\$765	\$38,889.90	\$65,225.26	\$780	\$40,056.60	\$67,182.02	\$803
450014	Food Service Office Specialist	\$37,240.77	\$48,038.67	\$765	\$37,985.59	\$48,999.44	\$780	\$39,125.16	\$50,469.42	\$803
450060	Auditor	\$36,969.48	\$58,446.25	\$765	\$37,708.87	\$59,615.18	\$780	\$38,840.14	\$61,403.64	\$803
450360	Computer Operator II	\$36,969.48	\$58,446.25	\$765	\$37,708.87	\$59,615.18	\$780	\$38,840.14	\$61,403.64	\$803
450600	Office Assistant I	\$36,932.57	\$49,579.60	\$950	\$37,671.22	\$50,571.19	\$969	\$38,801.36	\$52,088.33	\$998
450541	Accounts Payable Specialist	\$35,301.94	\$67,995.04	\$859	\$36,007.98	\$69,354.94	\$876	\$37,088.22	\$71,435.59	\$903
450540	Specialist II	\$35,811.64	\$58,446.27	\$765	\$36,527.87	\$59,615.20	\$781	\$37,623.71	\$61,403.65	\$804
450030	D.P. Documentation Technician	\$35,811.64	\$58,446.27	\$765	\$36,527.87	\$59,615.20	\$781	\$37,623.71	\$61,403.65	\$804
450440	Word Processing Operator I	\$35,811.64	\$58,446.27	\$765	\$36,527.87	\$59,615.20	\$781	\$37,623.71	\$61,403.65	\$804
450445	Internal Auditor Assistant	\$35,811.64	\$58,446.27	\$765	\$36,527.87	\$59,615.20	\$781	\$37,623.71	\$61,403.65	\$804
450285	Lead Telephone Operator	\$35,811.64	\$58,446.27	\$765	\$36,527.87	\$59,615.20	\$781	\$37,623.71	\$61,403.65	\$804
450185	Procurement Specialist II	\$35,811.64	\$58,446.27	\$765	\$36,527.87	\$59,615.20	\$781	\$37,623.71	\$61,403.65	\$804
450380	Tape Librarian	\$33,154.43	\$51,479.08	\$612	\$33,817.52	\$52,508.66	\$624	\$34,832.05	\$54,083.92	\$642
450070	Payroll Audit Clerk	\$33,154.43	\$51,479.08	\$612	\$33,817.52	\$52,508.66	\$624	\$34,832.05	\$54,083.92	\$642
450200	Senior Storekeeper	\$33,154.43	\$51,479.08	\$612	\$33,817.52	\$52,508.66	\$624	\$34,832.05	\$54,083.92	\$642
450410	Data Control Clerk	\$33,154.43	\$51,479.08	\$612	\$33,817.52	\$52,508.66	\$624	\$34,832.05	\$54,083.92	\$642
450560	Clerk IV	\$33,154.43	\$51,479.08	\$612	\$33,817.52	\$52,508.66	\$624	\$34,832.05	\$54,083.92	\$642
450010	Computer Operator I	\$33,154.43	\$51,479.08	\$612	\$33,817.52	\$52,508.66	\$624	\$34,832.05	\$54,083.92	\$642
350030	Programmer I	\$33,154.43	\$51,479.08	\$612	\$33,817.52	\$52,508.66	\$624	\$34,832.05	\$54,083.92	\$642
450350	Program Documentation Clerk	\$33,154.43	\$51,479.08	\$612	\$33,817.52	\$52,508.66	\$624	\$34,832.05	\$54,083.92	\$642
450050	Data Entry Operator III	\$33,154.43	\$51,479.08	\$612	\$33,817.52	\$52,508.66	\$624	\$34,832.05	\$54,083.92	\$642
450385	Scheduler	\$33,154.43	\$51,479.08	\$612	\$33,817.52	\$52,508.66	\$624	\$34,832.05	\$54,083.92	\$642

Compensation Schedules
Classified Salary Schedule 2024-2027
Secretarial/Non-Supervisory Positions (3 of 3)
Service Employees International Union, District 1199

Annual Differential

Personnel identified below receive an *Annual Differential* of \$700 in addition to their salary. This differential is payable pro-rata for the period or portion of the year that the employee

- 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 Schools (900+ enrollment)
- Supervisory Telephone Operator (1)
- Secretaries to Directing Supervisors

2024-2025	2025-2026	2026-2027
\$758.00	\$758.00	\$758.00
\$758.00	\$758.00	\$758.00

Annual Differential for Dispensing Medication

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

Job Class	2024-2025	2025-2026	2026-2027
School Secretaries	\$655.77	\$655.77	\$655.77
Summer School Secretaries	\$76.83*	\$76.83*	\$76.83*

*One time payment

Hourly Differential

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

	2024-2025	2025-2026	2026-2027
Afternoon Shift Duty	\$0.37	\$0.37	\$0.37
Night Shift Duty	\$0.37	\$0.37	\$0.37

Compensation Schedules
Classified Salary Schedule 2024-2027
Secretarial 220 day(s), 230 day(s), and 260 day(s)
Service Employees International Union, District 1199

Job Class	Title	2024-2025 260 days			2025-2026 260 days			2026-2027 260 days		
		Minimum	Maximum	Increment	Minimum	Maximum	Increment	Minimum	Maximum	Increment
450101	School Secretary	\$34,656.06	\$62,691.34	\$764	\$35,349.18	\$63,945.17	\$779	\$36,409.66	\$65,863.53	\$802
450100	Principal Secretary	\$34,656.64	\$48,039.77	\$612	\$35,349.77	\$49,000.57	\$624	\$36,410.26	\$50,470.59	\$643
450110	Senior Secretary	\$34,107.92	\$44,398.46	\$612	\$34,790.08	\$45,286.43	\$624	\$35,833.78	\$46,645.02	\$643
450120	Junior Secretary	\$31,434.00	\$41,988.33	\$612	\$32,062.68	\$42,828.10	\$624	\$33,024.56	\$44,112.94	\$643
450090	Chief Secretary	\$38,127.35	\$60,866.49	\$765	\$38,889.90	\$62,083.82	\$781	\$40,056.60	\$63,946.33	\$804

Job Class	Title	2024-2025 230 days			2025-2026 230 days			2026-2027 230 days		
		Minimum	Maximum	Increment	Minimum	Maximum	Increment	Minimum	Maximum	Increment
450101	School Secretary	\$30,657.28	\$55,457.72	\$676	\$31,270.43	\$56,566.88	\$689	\$32,208.55	\$58,263.89	\$709
450100	Principal Secretary	\$30,657.80	\$42,496.72	\$541	\$31,270.95	\$43,346.66	\$552	\$32,209.08	\$44,647.06	\$569
450110	Senior Secretary	\$30,172.39	\$39,275.56	\$541	\$30,775.84	\$40,061.07	\$552	\$31,699.11	\$41,262.90	\$569
450120	Junior Secretary	\$27,807.00	\$37,143.52	\$541	\$28,363.14	\$37,886.40	\$552	\$29,214.03	\$39,022.99	\$569
450090	Chief Secretary	\$33,728.04	\$53,843.43	\$677	\$34,402.60	\$54,920.30	\$691	\$35,434.68	\$56,567.91	\$711

Job Class	Title	2024-2025 220 days			2025-2026 220 days			2026-2027 220 days		
		Minimum	Maximum	Increment	Minimum	Maximum	Increment	Minimum	Maximum	Increment
450101	School Secretary	\$29,324.36	\$53,046.52	\$646	\$29,910.84	\$54,107.45	\$659	\$30,808.17	\$55,730.68	\$679
450100	Principal Secretary	\$29,324.85	\$40,649.04	\$518	\$29,911.34	\$41,462.02	\$528	\$30,808.68	\$42,705.88	\$544
450110	Senior Secretary	\$28,860.55	\$37,567.93	\$518	\$29,437.76	\$38,319.29	\$528	\$30,320.89	\$39,468.86	\$544
450120	Junior Secretary	\$26,598.00	\$35,528.59	\$518	\$27,129.96	\$36,239.16	\$528	\$27,943.86	\$37,326.33	\$544
450090	Chief Secretary	\$32,261.60	\$51,502.41	\$647	\$32,906.84	\$52,532.46	\$661	\$33,894.05	\$54,108.43	\$680

Notes:

260 day Salary / 260 days = Daily Rate

Daily Rate * the number of scheduled days for the given school year = the employees' salary

Compensation Schedules
Classified Hourly Schedule 2024-2027
Other Classified Positions
Service Employees International Union, District 1199

Job Class	Title	2024-2025				
		Minimum	Maximum	Increment	Hourly Wage Differential	Hourly In-Charge Differential
450585	Specialist I Adult Education	\$16.27	\$24.27	N/A	N/A	N/A
650091	Environmental Service Specialist	\$15.60	\$20.71	\$0.53	\$0.25**	***
650450	Window Cleaner	\$21.26	N/A	N/A	N/A	\$0.28
650130	Exterminator	\$25.79	N/A	N/A	N/A	N/A
550490	Machinist	\$25.07	N/A	N/A	N/A	\$0.47
650200	Maintenance Man	\$20.69	\$23.99	N/A	N/A	N/A

Job Class	Title	2025-2026				
		Minimum	Maximum	Increment	Hourly Wage Differential	Hourly In-Charge Differential
450585	Specialist I Adult Education	\$16.60	\$24.76	N/A	N/A	N/A
650091	Environmental Service Specialist	\$15.91	\$21.12	\$0.54	\$0.25**	***
650450	Window Cleaner	\$21.69	N/A	N/A	N/A	\$0.28
650130	Exterminator	\$26.31	N/A	N/A	N/A	N/A
550490	Machinist	\$25.57	N/A	N/A	N/A	\$0.47
650200	Maintenance Man	\$21.10	\$24.47	N/A	N/A	N/A

Job Class	Title	2026-2027				
		Minimum	Maximum	Increment	Hourly Wage Differential	Hourly In-Charge Differential
450585	Specialist I Adult Education	\$17.10	\$25.50	N/A	N/A	N/A
650091	Environmental Service Specialist	\$16.39	\$21.75	\$0.55	\$0.25**	***
650450	Window Cleaner	\$22.34	N/A	N/A	N/A	\$0.28
650130	Exterminator	\$27.10	N/A	N/A	N/A	N/A
550490	Machinist	\$26.34	N/A	N/A	N/A	\$0.47
650200	Maintenance Man	\$21.73	\$25.20	N/A	N/A	N/A

**An increment of twenty-five (25) cents per hour is paid for all hours worked between the hours of 10:00 pm and 6:30 am

N/A - Not applicable

Compensation Schedules
Classified Hourly Schedule 2024-2027
Food Service Positions
Service Employees International Union, District 1199

Job Class	Title	2024-2025			2025-2026			2026-2027		
		<i>10-Month Positions Only</i>			<i>10-Month Positions Only</i>			<i>10-Month Positions Only</i>		
		Minimum	Maximum	Increment	Minimum	Maximum	Increment	Minimum	Maximum	Increment
630060	Assistant Manager	\$16.09	\$19.05	\$0.51	\$16.16	\$19.13	\$0.51	\$16.39	\$19.40	\$0.52
650450	First Cook	\$15.67	\$17.97	\$0.51	\$15.74	\$18.05	\$0.51	\$15.96	\$18.31	\$0.52
650420	General Preparation	\$15.52	\$17.77	\$0.51	\$15.59	\$17.85	\$0.51	\$15.81	\$18.10	\$0.52
650440	Cashier	\$15.52	\$17.77	\$0.51	\$15.59	\$17.85	\$0.51	\$15.81	\$18.10	\$0.52
650480	Cook's Helper	\$15.52	\$17.77	\$0.51	\$15.59	\$17.85	\$0.51	\$15.81	\$18.10	\$0.52
630068	Dietary	\$15.52	\$19.05	\$0.51	\$15.59	\$19.13	\$0.51	\$15.81	\$19.40	\$0.52

Job Class	Title	2024-2025			2025-2026			2026-2027		
		<i>10-Month Positions Only</i>			<i>10-Month Positions Only</i>			<i>10-Month Positions Only</i>		
		Minimum	Maximum	Increment	Minimum	Maximum	Increment	Minimum	Maximum	Increment
650410	Lunchroom Attendant	\$13.91	\$13.91	n/a	\$13.97	\$13.97	n/a	\$14.17	\$14.17	n/a
650412	Preschool Monitor	\$13.91	\$13.91	n/a	\$13.97	\$13.97	n/a	\$14.17	\$14.17	n/a

Job Class	Title	2024-2025			2025-2026			2026-2027		
		<i>12-Month Positions Only</i>			<i>12-Month Positions Only</i>			<i>12-Month Positions Only</i>		
		Minimum	Maximum	Increment	Minimum	Maximum	Increment	Minimum	Maximum	Increment
630060	Assistant Manager	\$16.59	\$19.65	\$0.53	\$16.92	\$20.04	\$0.54	\$17.43	\$20.64	\$0.56
650450	First Cook	\$16.16	\$18.53	\$0.53	\$16.48	\$18.90	\$0.54	\$16.97	\$19.47	\$0.56
650420	General Preparation	\$16.01	\$18.32	\$0.53	\$16.33	\$18.69	\$0.54	\$16.82	\$19.25	\$0.56
650440	Cashier	\$16.01	\$18.32	\$0.53	\$16.33	\$18.69	\$0.54	\$16.82	\$19.25	\$0.56
650480	Cook's Helper	\$16.01	\$18.32	\$0.53	\$16.33	\$18.69	\$0.54	\$16.82	\$19.25	\$0.56
630068	Dietary	\$16.01	\$19.65	\$0.53	\$16.33	\$20.04	\$0.54	\$16.82	\$20.64	\$0.56

APPENDIX C

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 unpaid Workers' Compensation leave and receive compensation through the Bureau of Workers' Compensation, if eligible.

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 D).

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 they are 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 from the date of injury or until the employee's work restrictions reach a permanency level, whichever occurs first, during which time the employee will remain on the District's payroll, provided proof of continued temporary 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 D
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 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 Employees

- 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

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) / placed under permanent work restrictions.
- Focus on what the employee can do, not on what he or she cannot do.
- Focus on the temporary nature of the modified work assignment or job accommodation.
- Enlist the support and commitment of management, labor, and co-workers.
- Perform detailed job assessment/analysis for each job classification identifying the physical demands and requirements of each job, especially for jobs or classifications that have a high accident rate, to include:
 - a. the essential and nonessential tasks,
 - b. the tools, machines, and equipment used,
 - c. posture requirements,
 - d. height and weight of object to be lifted and/or moved,
 - e. endurance factors, such as degree of strength and physical demands required.

- Develop detailed job descriptions (including essential and nonessential functions and physical requirements) to help medical care providers and medical care reviewers understand the physical and mental demands of each job.

Return to Work Options

When an injury occurs, Management intent is to return the employees to work as quickly as circumstances permit as determined by the provider of record. Instead of waiting until an injured employee reaches maximum medical improvement (MMI), or 100 percent recovery, to bring the employee back to work, the focus should be on what the employee can do during recovery to accommodate the injury or disability. (One hundred percent recovery means the employee has regained his or her pre-injury physical capacity. MMI means the employee has recovered as much as possible.)

Managed returns to work options include job accommodation, temporary alternate or modified duty assignments, and transitional work. Positions identified for such assignments are not intended to replace vacant positions. Return to work positions are recognized as temporary, supplemental positions and are not considered to be regular bid jobs or to become regular bid jobs. Such positions within the 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 worker's 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 workday 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 by the District. 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 and the employee continues to follow up with the program physician and their treatment recommendations as directed. The employee will sign any necessary waivers to allow their personal physician(s) to release information to the program physician. The employee's program 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.

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, he or she will no longer be eligible for the District's Salary and Wage/Transitional Work program. In this event, he or she will be referred to Human Resources and instructed to apply for appropriate work accommodations. Human Resources will determine whether or not reasonable accommodations can be made under their guidelines.

In the event that an employee is released off of work for a consecutive 3-month period, or under work restrictions for a consecutive 6-month period, CMSD may schedule an Independent Medical Examination (IME) to determine the employee's work restrictions and/or the duration of the restrictions (temporary or permanent) as well as the employee's feasibility for vocational rehabilitation and act upon the doctor's recommendations accordingly. CMSD will continue to have the ability to schedule another IME at its discretion every three months thereafter for as long as the employee remains in the program. Should the Independent Medical Physician release the employee

to work with restrictions, find that the restrictions have become permanent, or find that the employee is eligible for vocational rehabilitation, the light duty job offer, permanency finding, and/or vocational opinion will be sent to the employee's preferred provider for his or her review and opinion. Should an agreement not be reached between the physician who conducted the IME and the employee's preferred provider on the employee's work restrictions and/or vocational rehabilitation eligibility, and if the employee so requests, a third opinion will be obtained from another Independent Medical Physician. The third opinion shall be determinative of the employee's work status, restrictions, and/or vocational rehabilitation eligibility status under the program and shall not be subject to further appeal or review. Failure of the employee to follow such recommendations will result in the employee becoming ineligible for the program.

APPENDIX E
GUIDELINES FOR DONATING SICK LEAVE

Employees of the Cleveland Metropolitan School District 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 related to an approved leave of absence but who have exhausted their own supplies. Donated sick days used by a recipient represent an additional cost to the District. For this reason, and for the protection of both the donor and recipient, the District will regulate these transactions, in cooperation with the Union. The following guidelines will govern the practice of donating sick days.

1. Sick leave may be donated only to an employee who has been approved by the District for a Leave of Absence for Extended Illness, Parental Leave, or Family Care Giving. A recipient must be a member of an employee group participating in a Sick Leave Donation program. An employee must have exhausted their own sick leave balance before donated days will be applied to their account and may receive an annual total of no more than 50 donated sick days per fiscal year.
2. The request to donate sick days will be made by a sponsor employee who is not the intended recipient of the donated sick days. A sponsor’s request to initiate a sick day donation solicitation shall be completed through an online donation process maintained by the District. A sponsor who initiates a sick day donation solicitation will receive an email requiring their validation of the request.
3. Upon a sponsor’s validation of the donation request, confirmation emails regarding the donation request will be sent to the sponsor, recipient, recipient’s supervisor, and identified potential donors.
4. Any employee who is a member of an employee group participating in a Sick Leave Donation program may donate to the recipient employee utilizing the online donation process. Donor employees must have an accumulated sick leave balance of fifteen (15) or more days in order to donate and must, after the donated days are subtracted, maintain a balance of at least fifteen (15) sick days. The total of an employee’s sick day donations to all recipients may not

exceed 5 days per fiscal year. A donor employee will confirm their donation offer through the online donation process.

5. Upon exhaustion of accrued Sick Leave by the intended recipient, completed offers to donate sick days will be submitted from the Talent Department to the Payroll Department for review and processing. This review will include confirmation that the recipient, donor, and offered donations meet the qualification requirements of the program.
6. The processing of approved donations will consist of the removal of donated days from the sick leave balance of the donor and the application of the donated days to the sick leave balance of the recipient.
 - a. A donor whose donation offer is processed will receive an email confirming the transaction, including the number of days donated.
 - b. The recipient of donated days will receive an email confirming the number of days received.
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. 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. 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.
10. The sick day donation process is a discretionary service; any employee's refusal to donate will not be subject to formal grievances.

APPENDIX F
MEDICAL, VISION, AND DENTAL BENEFIT SUMMARIES

Medical Benefit Summary

Benefits	UHChoice Network Only (No coverage if outside UHChoice network, except in emergency)	ANTHEM http://www.Anthem.com Network /Non-Network	MMO-SUPERMED PLUS PPO https://member.medmutual.com Network /Non-Network
Major Medical			
Single (deductible)	\$0	\$0 /\$250	\$0 /\$250
Family (deductible)	\$0	\$0 /\$500	\$0 /\$500
Co-insurance	100%	100% /70%	100% /80%
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)
Lifetime Maximum	Unlimited	Unlimited	Unlimited
Hospital Services (Emergency Co-pay (ER), Urgent Care Co-pay (UC))	\$50 Co-pay (ER) \$25 Co-pay (UC)	\$100 Co-pay \$35 Co-pay (UC) /70%	\$100 Co-pay \$35 Co-pay (UC) /80%
Physician Services (Office Visit or Telemed) Specialist	\$10 Co-pay \$25 Co-pay	\$20 Co-pay /70% \$30 Co-pay /70%	\$20 Co-pay /80% \$30 Co-pay /80%

Physician Services (Surgery, 2 nd Surgery Opinion)	100%	100%/70%	100%/80%
Physician Services (X-Ray & Lab)	100%	100%/70%	100%/80%
Prescription Drug – Generic – Formulary – Non-Formulary	\$5 Co-pay \$10 Co-pay \$10 Co-pay	\$5 Co-pay \$15 Co-pay \$20 Co-pay	\$5 Co-pay \$15 Co-pay \$20 Co-pay
Contraceptives	Covered	Covered	Covered
Mail Order/Days Supply per prescription	90 Days	90 Days	90 Days
Generic Formulary Non-Formulary	\$5 Co-pay \$10 Co-pay \$10 Co-pay	\$10 Co-pay \$30 Co-pay \$40 Co-pay	\$10 Co-pay \$30 Co-pay \$40 Co-pay
Physical/Occupational Therapy	\$10 Co-pay	\$15 Co-pay /70%	\$15 Co-pay /80%
Annual Maximum	Up to 2 months or 30 visits per therapy, whichever is greater	60 visits	60 visits
Speech Therapy	\$10 Co-pay Up to 2 months or 30 visits, whichever is greater	\$15 Co-pay /70% 20 visits per benefit period	\$15 Co-pay /80% 20 visits per benefit period
Mental Health – In Patient	100%	100% /70%	100% /80%
Substance Abuse – In Patient	100%	100% /70%	100% /80%
MH & SA – In Patient (Combined)	Unlimited	Unlimited	Unlimited
Mental Health – Outpatient	\$10 Co-pay	\$15 Co-pay /70% after deductible	\$15 Co-pay /80% after deductible
Substance Abuse – Outpatient	100%	\$15 Co-pay /70%-after deductible	\$15 Co-pay / 80% after deductible
Dependent Age Limit	To Age 26	To Age 26	To Age 26
Special Feature – Durable Meds. Equip.	100%	100%/70%	100%/80%
Special Feature – Hospice	100%	100%	100%

Special Feature – Skilled Nursing	100%	100%/70%	100%/80%
Special Feature – Organ Transplant	100%	100% /70%, (if pre-authorized)	100% /50% Separate 1 Million Lifetime
Infertility Services	70% - See Certificate for exclusions	Not Covered	Not Covered

Medical benefit forms will be submitted separately for printing.

Medical Benefit Summary

The above chart is a broad summary of the medical, dental, life and vision 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.

APPENDIX G
MEMORANDUM OF UNDERSTANDING
REGARDING THE OFFICE OF CONTRACT IMPLEMENTATION

This Memorandum of understanding between the Cleveland Municipal School District (“District”) and the Service Employees International Union, District 1199 (“SEIU”) memorializes the District and SEIU’s shared commitment to a collaborative working relationship.

The District and SEIU agree to the following:

1. The District has established an Office of Contract Implementation with personnel as the District has determined or may determine in the future to be necessary.
2. A designee within the Office of Contract Implementation will have the duties and responsibilities previously performed by the District Step Two Hearing Officer as set out in the following contractual provisions:
 - Article 24 Discipline
3. A designee within the Office of Contract Implementation will participate in Labor Management Committees as set out in the following contractual provisions:
 - Article 12, Sections 1,3 Labor Management Committee
 - Article 12, Section 2 School Nutrition Labor Management Meetings
4. A designee within the Office of Contract Implementation will have the duties and responsibilities previously performed by the Deputy Chief/Executive Director or designee appointed by the CEO as set out in the following contractual provisions:
 - Article 24 Discipline
5. A designee within the Office of Contract Implementation will have the duties and responsibilities previously performed by the Chief Talent Officer or designee appointed by the CEO as set out in the following contractual provisions:
 - Article - 17 Special Transfers
 - Article – 16 Special Transfers (Secretaries)
6. Article 25– The Office of Contract Implementation shall receive electronic notification from the District Step 1 hearing officer at the same time such notice is provided to the Union and Grievant of the respective answers.

A designee within the Office of Contract Implementation will be the individual to interface with SEIU to determine what if any communications are necessary to implement the result of any grievance resolution.

7. The Office of Contract Implementation will be responsible for the implementation/communication of any Memoranda of Understanding between the SEIU and CMSD.
8. The Office of Contract Implementation will facilitate prompt resolution of overpayment/underpayment issues. The SEIU and CMSD will develop a process within 60 days of the ratification of this Agreement that includes who to report overpayment/underpayment to, steps for due process hearings, steps to resolve overpayment/underpayment, and method of communicating conclusion of process.
9. At the request of either party, the parties will revisit this MOU and may jointly revise this MOU to improve upon the effectiveness of the Office of Contract Implementation.

All provisions of the CBA shall be in full force and effect except those mutually agreed to be modified in this Memorandum of Understanding.

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.

SIDE LETTER
INCLUSION OF PRESCHOOL MONITOR INTO SERB

The Parties agree that the Preschool Monitor shares a community of interest with Dietary I (Lunchroom Attendant) and should be included into the Union's existing bargaining unit. The parties shall submit a joint petition for amendment of certification to SERB directly following the execution of this agreement.

The Parties agree that the CBA and Appendixes shall be considered amended to reflect the inclusion of the Preschool Monitor. The Preschool Monitor shall have all rights and benefits afforded to bargaining unit members in accordance with the CBA.

The Parties have agreed upon a job description for the Preschool Monitor position that reflects the actual duties of the position. The current state of the job description is identified in Exhibit 1 and is subject to future revision consistent with the collective bargaining agreement. The Preschool Monitor's rate of pay shall be consistent with Dietary I (Lunchroom Attendant) detailed in Appendix B of the CBA.

The District has identified all employees currently serving in a Dietary 1 (Lunchroom Attendant) who will be converted into the position of Preschool Monitor based on having previously completed duties more closely aligned with those of the Preschool Monitor than those of the Dietary 1 (Lunchroom Attendant) position. The District will execute the automatic conversion of those employees' positions during the summer of 2019. The employees to be converted are identified in Exhibit 2 (the "converted employees"). The classification of remaining Dietary 1 (Lunchroom Attendant) employees will not be affected by the conversion.

Converted employees' dates of seniority and years of service accrued within the Dietary 1 (Lunchroom Attendant) position will automatically convert to dates of seniority and years of service within the Preschool Monitor position regardless of any date a converted employee's actual duties became more closely aligned with the duties of the Preschool Monitor position. All converted employees' seniority and service history within the Dietary 1 (Lunchroom Attendant) position will be forfeited. Total years of service with the District will not be affected by the conversion.

Once the conversion takes place, the positions will be treated as two separate and distinct job classifications for all purposes. The District will review the designations of whether an employee shall convert to the Preschool Position or remain in the Dietary 1 (Lunchroom Attendant) position in advance of the conversion.

Side Letter

Compensation Deferment

The parties agree that a small group committee consisting of no more than four representatives of the District and four representatives of the Union will be convened by February 1, 2022, for the purpose of discussing and exploring potential deferred compensation payments to be made over the District's Winter and Spring Breaks during the school year.

If the committee reaches consensus, the recommendation will be returned to the larger bargaining teams for formalization of the proposed contractual language and ratification by the Union membership and CMSD Board of Education.

SIDE LETTER

WAGE INCREASES WITH OTHER UNIONS

During the life of this agreement, if the District contracts with another recognized labor union and provides all members of that union a general-base-wage increase that:

1. is uniformly applied at the same rate to all positions within the other union; and
2. is uniformly applied at the same rate across all members within the other union; and
3. exceeds the combined 9% offered to 1199 through this Agreement, in combination of fiscal years 2025, 2026, and 2027; then

The District will grant the excess portion of the other union's general wage increase to 1199 as an additional wage increase.

This requirement will not be effective if:

1. higher wage increases provided only to one or some, but not all, positions within another labor union;
2. transition to different pay scale structures either in general or for specific positions; or
3. any wages that are not base wages.

IN WITNESS WHEREOF, the parties have set their hand and seal as of the dates indicated below.

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

By


Becky Williams, President

Date

10-24-24

BOARD OF EDUCATION OF THE
CLEVELAND MUNICIPAL SCHOOL
DISTRICT

By


Dr. Warren G. Morgan II, CEO


Date

10/22/24




SEIU DISTRICT 1199 NEGOTIATING TEAM


Scherhera Shearer


Margaret Wilson


Brandi Robinson


Sherrie Winemiller


Patricia Moore


Jerome Gibson


Wain Elder Sr.


Marilyn Moore


Rebecca Eckenfels


Carol Doss


Annie Murrell


Erica McLain


Lashona Franklin-Birks