

AGREEMENT  
BETWEEN

THE BOARD OF EDUCATION OF THE CLEVELAND MUNICIPAL SCHOOL DISTRICT

AND

TEAMSTERS TRUCK DRIVERS UNION, LOCAL 407  
International Brotherhood of Teamsters

Effective July 1, 2024 through June 30, 2026

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## AGREEMENT

This Agreement is entered into between the Board of Education of the Cleveland Metropolitan School District (hereinafter referred to as the "District") and Truck Drivers Union, Local No. 407, affiliated with the International Brotherhood of Teamsters (hereinafter referred to as "Union").

### ARTICLE 1 - RECOGNITION

Section 1.1 The District recognizes and acknowledges that Truck Drivers Union, Local 407, affiliated with the International Brotherhood of Teamsters, is the exclusive representative of all school bus drivers, and school bus attendants, for the purpose of collective bargaining subsequent to the election conducted on March 21, 1985 (Case No. 84-RC-04-0076) and certified on April 7, 1985 by the State Employment Relations Board.

### ARTICLE 2 - UNION MEMBERSHIP, DUES CHECKOFF AND FAIR SHARE

Section 2.1 Union Membership. Subject to the provisions in Sections 2.3 and 2.4, all employees covered by this Agreement, who are members of the Union on the effective date of this Agreement, may remain members in good standing, and those who are not members on that date may become and remain members in good standing; all employees hired after the effective date of this Agreement may become and remain members in good standing. A member in good standing is defined as an employee who tenders the periodic dues uniformly required as a condition of acquiring and maintaining membership in the Union.

Section 2.2 New Hires. The District will notify the Union of all new hires within ten (10) days after their having been accepted. The Union shall be furnished with the new employee's name, social security number, mailing address and the position for which he/she was hired. The Union Business Representative and/or a Steward shall be notified of and permitted to attend all new-hire orientation sessions and to distribute information about the Union and this Agreement.

Section 2.3 Dues Checkoff. An employee who is a member of the Union or who has applied for membership shall sign and deliver to the District an original assignment in the form to be prescribed by the Union authorizing deduction of membership dues in the Union. Such authorization shall continue in effect from year to year unless revoked or changed in writing. The Union will be responsible for providing the District with written confirmation of its member for whom such authorization has been secured. Upon receipt of such written confirmation from the Union the District shall deduct from the wages due said employee each pay period, and remit to the Union, the regular dues, initiation fees, and as established by the Union and required by this Article. The initiation fees shall be deducted in two consecutive months beginning with the pay period after receipt of the confirmation from the Union. The amounts deducted in any month shall be paid by the fifteenth (15th) of the month.

Within 90 days after the execution of this Agreement, the District will make arrangements to receive dues statements from the Union through the International Brotherhood of Teamsters "electronic injection" system for direct billing of the dues amounts for each member. The Union will cooperate in providing assistance to the District in registering for and implementing that system. The parties further will make arrangements for the District to remit payment to the Union via electronic transfer (ACH).

***The parties acknowledge that current law prohibits the enforcement of Sections 2.4 through 2.6 of this Article. The Union and the District agree that, if during the term of this Agreement the status of the law regarding fair share fees and/or the Union's representation requirements changes, the parties will reopen negotiations as to this Article only.***

Section 2.4 Fair Share Provision. It is agreed that all employees who do not join the Union or remain members in good standing shall be required to pay a fair share fee to the Union as a condition of employment. This provision shall not require any employee to become a member of the Union, nor shall the fair share fee exceed dues paid by members of the Union in the same bargaining unit. The deduction of a fair share fee by the District from the payroll check of the employee and its payment to the Union is automatic and does not require the written authorization of the employee.

Section 2.5 Bona Fide Religious Exemption. All non-members have all rights and privileges in accordance with Ohio Revised Code 4117.09(c) pertaining to bona fide religious exemption.

Section 2.6 Rebate Procedure. The Union represents to the District that:

- 1) An internal advanced fee reduction procedure has been established in accordance with Section 4117.09(C) of the Revised Code;
- 2) A procedure for challenging the amount of the fair share fee has been established and will be given to each bargaining unit employee who does not join the Union; and
- 3) Such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitution of the United States and the State of Ohio.

Where applicable, annually, the Union shall provide the District, within thirty (30) days after communicating with fair share fee payers, if any, a copy of each communication, if any, the Union sends to fair share fee payers, if any, relating to the deduction of fair share fees, provided, however, that the Union may omit any information which sets forth amounts of monies the Union spends in various categories, or other specific information not necessary to comply with constitutional requirement.

Section 2.7 D.R.I.V.E. The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to D.R.I.V.E. national headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's I.D. number and the amount deducted from that employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

### ARTICLE 3 - SCOPE OF REPRESENTATION

Section 3.1 The scope of representation shall be limited to matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification or deletion of existing provisions. Nothing herein may be construed to limit the right of the District to consult with the Union on any matter outside the scope of representation, to the extent that any agreement arrived at, through consultation, is reduced to writing and embodied in this agreement or any addendum to this agreement, the provision shall be binding on both parties.

This Article shall in no way restrict the management rights provision contained in Article VI of this Agreement.

### ARTICLE 4 - PROCEDURES FOR CONDUCTING NEGOTIATIONS

Section 4.1 Negotiating Teams. The District or the designated representatives of the District will meet with representatives designated by the Union for the purpose of discussing and reaching Agreement. All negotiations shall be conducted exclusively between said teams. The District's negotiating team and the Union's negotiating team will be limited to a reasonable member limit. Local 407's negotiating team will consist of six (6) individuals, not more than two (2) individuals assigned to any one depot. Although Local 407 members shall be released from work if negotiations conflict with members' scheduled work, Local 407 shall pay the wages of Local 407 members during such negotiation sessions. Neither party shall have control over the selection of the other party's team members. While no final Agreement shall be executed without ratification by the Union and adoption by the District, the negotiating teams will have the authority to make proposals, consider proposals and determine items acceptable to both parties involved in negotiations.

Section 4.2 Confidentiality. During negotiations, interim reports may be made to the Union by its representative and to the District by its representative. Each party will be responsible for requesting that the information from such reports be regarded as only proposals and shall be confidential information with the organization concerned. All negotiations shall be confidential.

Section 4.3 Negotiations in Accordance with Law. All negotiations shall be conducted in accordance with the provisions set forth in the Ohio Collective Bargaining Law, Ohio Revised Code, Section 4117.

Section 4.4 Request to Commence Negotiations. Within ninety (90) days of expiration of this Agreement, either party may advise the other that they wish to commence negotiations for an amended Agreement. If no request is received from either party, the Agreement shall continue in effect from year to year.

## ARTICLE 5 - NO DISCRIMINATION

Section 5.1 Discrimination Prohibited. 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 5.2 No Discrimination on Account of Union Activity. Neither the District nor Union shall interfere with, intimidate, restrain, coerce or discriminate against employees because of membership status or the exercise of rights to engage or not to engage in Union activity.

Section 5.3 Employee Relations. The District and its representatives will treat employees with respect and dignity at all times. Employees will also treat each other as well as the District representatives with dignity and respect.

## ARTICLE 6 - MANAGEMENT RIGHTS

Section 6.1 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 schools, including, but not limited to, the sole and exclusive right to:

- a) Determine matters of inherent managerial policy in the best interests 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 service, its overall budget, utilization of technology, and organizational structure;
- b) Direct, supervise, evaluate or hire employees;
- c) Maintain and improve the efficiency and effectiveness of governmental operations;
- d) Determine the overall methods, process, means or personnel by which governmental operations are to be conducted;
- e) Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees subject to the provisions of the existing contract;
- f) Determine the adequacy of the work force;
- g) Determine the overall mission of the employer as a unit of government;
- h) Effectively manage the work force;
- i) Take actions to carry out the mission of the public employer as a governmental unit; and,
- j) The District agrees for the term of this agreement, not to expand subcontracting beyond that presently in place in a manner that would result in job loss by the bargaining unit members. No driver vacancy as a result of resignation, retirement, etc. will be filled by subcontracting; it is understood that the District has the right to continue subcontracting presently in place (i.e. the use of private cabs and RTA to provide student transportation).

## ARTICLE 7 - EMPLOYEE RIGHTS

### Section 7.1 Personnel Files.

(A) The personnel files of each employee shall be maintained at the District's Central Administration office or at the employee's work site. Any file kept by the supervisor of any employee shall not contain any material that is not in the main personnel files.

(B) Employees shall be provided with copies of any derogatory written material within ten (10) days of when it is placed in the employee's personnel files. Any person who places written materials or drafts written material for placement in an employee's file shall sign and date the material. The employee shall be given an opportunity to initial and date the material, to prepare a written response to such material, and to have such written response placed in the employee's personnel file. Any employee may file a grievance to remove derogatory material unjustly contained in their file.

(C) Any employee shall have the right during their off-duty time, but within regular office hours, to examine and/or obtain copies of any material from their personnel file with the exception of material that includes ratings, reports or records which were obtained prior to the employment of the employee involved. Employees shall be permitted to inspect their files within five (5) days of the request. Employees are not permitted to add or take documents from the file, or alter in any way, documents in the file.

(D) All personnel files shall be kept in confidence and shall be available for inspection to authorized personnel of the District when actually necessary in the proper administration of the District's affairs or the supervision of the employee. However, personnel files may be made available upon proper request to the extent required by law. A violation of this provision may subject the violator to disciplinary action. Bargaining unit members will not be requested to file information into employee personnel files.

### Section 7.2 Personnel Evaluations.

Bus Drivers and Attendants will be evaluated at least two times per year. No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator. Nothing shall be placed in the employee's record which is not substantiated. Any negative evaluation may include specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations made. The employee shall have the right to review and respond to any derogatory evaluation in accordance with Paragraph (B) above.

Local 407 and the District will meet and negotiate an update to the current evaluation procedures.

Section 7.3 When an employee is provided or shown a copy of any derogatory material in their file, or warnings, reprimands or other documents are shown to the employee, the employee shall acknowledge such receipt or opportunity for review by affixing their signature where indicated on the form as requested by the supervisor. Such acknowledgment is for the sole purpose of demonstrating receipt or opportunity for review and shall not constitute agreement on the part of the employee with respect to the contents of the document.

## ARTICLE 8 - UNION RIGHTS

### Section 8.1 Access to Work Areas, Bulletin Boards, and District-owned Facilities.

(A) Authorized agents of the Union shall have access to work areas for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being followed. From time to time, Union members, limited to a reasonable amount, with prior District approval, shall be released with no loss of time to participate in related matters of the District and the Union as in the past.

(B) The District agrees to provide suitable space for the Union bulletin board in each depot or place of work. Postings by the Union on such boards are to be confined to official business of the Union.

(C) Members of the bargaining unit have the right to use District-owned facilities, equipment and buildings without charge except when such charge is required because of labor agreements.

(D) The Union has the right to make recommendations concerning the construction of any permanent facilities.

(E) Union members elected or appointed to serve as part-time Union officials will be considered spare drivers or attendants. If the part-time Union official does not have enough seniority to bid as a spare, he/she shall be considered the most junior spare. Union members elected or appointed to serve as full time Union officials shall be granted leaves of absence during the period of such Union employment, without pay, fringe benefits, discrimination or loss of seniority rights. The District will make arrangements with the Union for drivers who are elected or appointed to serve as full time Union officials to maintain their driving certifications so long as said arrangements are in accordance with the law.

#### Section 8.2 Union Rights to Information.

(A) The District will supply the Union with a "Hire Date" and seniority roster of all bargaining unit employees on the effective date of this Agreement and every six (6) months thereafter. The roster shall indicate the employee's present classification and primary job site. The District will notify the Union by letter of the newly hired bargaining unit employees in accordance with Section 2.2 of this Agreement.

(B) The District shall make available to the Union the Board agenda at each Board meeting open to the public and allow a Union representative to attend such meetings.

Section 8.3 Orientation Sessions. The District will provide the Union 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 newly hired employees provided it does not interfere with the services or operations of the District.

Section 8.4 Printing of Contract. The Union shall assume exclusive responsibility for printing the contract. After execution of the contract, the District and the Union will share the cost of printing the contract on an equal basis. The Union shall assume sole responsibility to provide without charge a copy of this Agreement in booklet form to every employee in the bargaining unit.

### ARTICLE 9 - STEWARDS

#### Section 9.1 Stewards' Duties.

The District recognizes the right of the Union to designate depot stewards and alternates from the District seniority list. The authority of depot stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

(A) The investigation and presentation of grievances with designated District representatives in accordance with the provisions of the collective bargaining agreement. Upon obtaining written releases from bargaining unit employees, stewards will be permitted to have access to the employee's personnel file for the purpose of investigating and presenting a grievance. A separate release must be obtained for each occasion.

(B) Stewards will be permitted to have access to employees' personnel files, payroll records, and any public information needed for the purpose of investigating and presenting grievances.

(C) The transmission of such messages and information which shall originate with and are authorized by the Union or its officers.

#### Section 9.2 Release Time

On an as-needed basis, release time shall be granted by the District to Union Stewards (up to two (2) at each Depot) to conduct Union business and hearings. In no event shall release time exceed ten (10) hours per week for each Steward at each Depot. The District shall pay for such release time for two (2) Stewards at each Depot. During the summer, release time for Union business shall be granted within the employee's time package, on an

as needed basis up to ten (10) hours per week, to at least one steward at each Depot that is employing 40 or more bargaining unit employees.

Release time shall be defined as non-driving time, unless pre-approved by the Director of Transportation. Only release time will be granted for Union activity and it will not be unreasonably withheld. On the rare occasion when it is impossible to allow release time, makeup time will be agreed to in cooperative discussions between the Vice-President of Teamsters Local 407 and the Director of Transportation. If the Steward is a spare, he/she will have the option of being the last spare sent on a route. If the Steward is not a spare, then the above option will not apply. Time spent as a Union Steward shall not be included in the total hours worked for purposes of computing overtime. Release time for Stewards will not be granted if it disrupts normal operations or the Stewards' own route schedules.

Concerning hearings - 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 meeting or hearing is held outside of an employee's working hours, the employee shall be compensated for the time spent at the meeting or hearing.

## ARTICLE 10 - BARGAINING UNIT WORK

### Section 10.1 Bargaining Unit Work.

(A) Bargaining unit work shall consist of:

1. All driving of school buses which are owned and/or operated for the District, for the transportation of students, except that which by past conduct of the District has not been performed by members of the bargaining unit.
2. All field trips, driving of athletic teams and other work in addition to regular school-day transportation will first be offered to available bargaining-unit members in accordance with Article XXI before it is assigned to outside service providers, whether private companies or other school districts, provided that such work does not conflict with the regular school day transportation of students. This provision does not apply to transportation of students which is paid directly by a third party to a vendor approved by the District, overnight trips or trips over 70 miles or two hours one way.
3. All general interior cleaning of buses during summer months (excluding mechanical interior cleaning) and emergency spot cleaning traditionally done by other employees. Moreover, it is the daily responsibility of each driver to sweep and maintain in clean condition the bus that they have been assigned to drive during the school year.
4. All exterior cleaning of buses which is not done by outside contractors or students hired for summer work.

(B) In extreme emergency situations only – defined as situations when no bargaining unit members are available to drive or work as attendants on their routes or on other routes due to extreme weather conditions or other acts of God or due to extraordinarily high absences of more than 10 percent of the bargaining unit on the day in question, but *not* due to the existence of more regular routes than can be covered by the existing bargaining unit members – the District may use non-bargaining unit mechanics or mechanic assistants employed by the District who are licensed and properly credentialed to serve in the capacity of temporary drivers or temporary attendants. Such non-bargaining unit employees may not drive any field trips or other extra work. The parties agree that the remedy for a proven violation of this paragraph from the District assigning non-bargaining-unit members to bargaining unit work outside the exceptions set forth here will be payment to a grievant for the hours worked by the non-unit employee.

The District will provide prior notice to Teamsters Local 407 of the use of non-bargaining unit employees to perform bargaining unit work. Where the need for such work is unforeseen, the District will notify Local 407 within 48 hours after the work is performed.



(C) The District will enforce Section 10.1 of the Agreement in a good faith, consistent and non-discriminatory manner. The District will not enforce Section 10.1 in a bad faith or discriminatory manner.

#### Section 10.2 Rights of Bargaining Unit Upon Change in the School District.

Any annexation, merger or change of school district boundaries or organization shall not affect the right of individual bargaining unit employees under this Agreement, nor alter the exclusive representation standing of the Union. This Agreement shall be binding upon any new governing board resulting therefrom, which employs employees currently a part of the bargaining unit during the term of this Agreement. Any and all new groups shall go to the bottom of the seniority list.

### ARTICLE 11 - LABOR-MANAGEMENT COMMITTEE

Section 11.1 In an effort to solve problems before they become formal grievances, the District agrees to establish a Labor-Management Committee consisting of representatives of both the Union and the District. Its main functions shall be to: confer on all matters of mutual concern, including health, safety, sanitation and working conditions; keep both parties to this contract informed of changes and developments caused by conditions other than those covered by this contract; and confer over potential problems in an effort to keep such matters from becoming major in scope. However, the meetings shall not consist of disputes which are subject to the grievance procedure. Before any meeting is scheduled, a written agenda containing a description of the topics to be discussed shall be submitted by the party requesting the meeting to the other members of the Labor Management Committee at least five (5) days before the meeting. The Local representatives shall be no more than four (4) from the Union, including the Local President or their designee. The District representatives shall be no more than four (4) in number. By mutual agreement, additional Union members or District members may be allowed to attend. Any member of the Labor-Management Committee can request a meeting of the labor management committee, but not more often than once a month unless mutually agreed upon by the Executive Director of Transportation and the Union President. The refusal or non-response of the Union to meet at any meeting called by the District within five (5) work days of the call shall constitute a waiver by the Union of the right to confer or negotiate over matters for which the meeting was called.

The Union may request that the Chief Operating Officer or his/her designee (from outside the Transportation Department) attend one scheduled Labor-Management Committee meeting per semester.

### ARTICLE 12 - GRIEVANCE PROCEDURE

Definition - a grievance is any matter concerning the interpretation, application or alleged violation of this agreement Definition of days. For the purpose of this provision, days shall mean a calendar day and work days shall mean a day, Monday through Friday, except for holidays.

Number of Days Indicated Are The Maximum; Extension By Written Mutual Agreement.

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

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

Employee's right to continuous representation.

The aggrieved person or persons shall be represented at all stages of the grievance procedure by a Union representative.

Discipline involving alleged criminal activity (Garrity rights).

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

Union's right to be present at all stages.

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

Thirty day limitation, except where grievance is continuing.

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

## GRIEVANCE PROCEDURE

Grievances shall be resolved as follows:

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

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

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

1. Grievances which have been appealed to arbitration may be referred to mediation if both the Union and the District agree. The mediation conference with respect to a particular grievance shall be scheduled in the order in which the grievance is appealed to mediation with the exception of suspension or discharge grievances which shall have priority.
2. Promptly after both parties have agreed to mediate, either party, by mutual agreement, shall notify FMCS and mutually agreeable arrangements shall be made for the conference. The parties must submit a signed, joint request for FMCS assistance. The parties must agree that grievance mediation is not a substitute for contractual grievance procedures.
3. The grievant is entitled to attend the mediation.
4. The parties must waive any time limits in their labor agreement while the grievance mediation step is being utilized.
5. 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. 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.
6. The mediator will use problem solving skills to assist the parties, including joint and separate caucuses.
7. The mediator has no authority to compel a resolution.
8. If the parties cannot resolve the problem, the mediator may provide the parties in joint or separate session with an oral advisory opinion.
9. If the parties cannot resolve the grievance, they may proceed to arbitration according to the procedures in this Agreement.
10. Nothing said by the parties during a grievance mediation, nor any documents prepared for a mediation session can be used during arbitration proceedings.
11. The parties must agree to hold FMCS and FMCS Commissioners harmless for any claim for damages arising from the mediation process.
12. Expedited Grievance Procedure- In the event a bargaining unit member is suspended for ten (10) working days or less, the bargaining unit member may omit STEP 1 of the grievance procedure and file a written request with the Director of Labor Relations, for a STEP 2 hearing, which shall take place within forty-eight (48) hours after said filing.

#### STEP FOUR:

- (A) If the matter is not resolved at Step Two, the Union shall have the right within thirty (30) work days of the date the Step Two answer is received by the Grievant to submit the matter to arbitration by informing the District that the matter is to be arbitrated. The fees and expenses of the arbitrator and the cost of the arbitration shall be borne equally by the District and the Union. The Union shall pay for its arbitration witnesses.
- (B) The arbitrator shall render a written decision and award resolving the controversy and ordering all appropriate relief. The decision and award of the arbitrator shall be final and binding on the District, the Union, and the employees' affected. The arbitrator is prohibited from making any decision or award adding to or subtracting from or modifying in any way the provisions of this Agreement or which is contrary to law.
- (C) The arbitration hearing shall be held and the award shall be made in Cuyahoga County, Ohio.
- (D) An arbitrator will be selected from the FMCS in accordance with the voluntary labor arbitration rules.

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

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

C. A non-class action issue shall be defined as an issue which impacts on five (5) or fewer bargaining unit members.

Civil Service Superseded. This provision supersedes and preempts any Civil Service procedures and the parties agree that Civil Service shall have no jurisdiction over any grievance.

#### ARTICLE 13 - DISCIPLINE

A. Discipline only for just cause - Employees covered by this agreement shall be disciplined, demoted, suspended or discharged only for just cause under arbitral law. For reasons including, but not limited to, intoxication, narcotics, criminal offenses, license suspensions, attendance, tardiness, absence without leave, neglect of duty, dishonesty or accidents, an employee may be disciplined up to and including discharge.

B. Progressive discipline - Progressive discipline shall apply, consistent with the District's right to bypass any or all steps of progressive discipline, depending upon the nature of the offense.

C. The process for termination or suspension of any bargaining unit member without pay for good and just cause shall be as follows:

1. If the administrator determines after preliminary investigation that a bargaining unit member may have engaged in conduct that could lead to a recommendation for termination or suspension without pay then bargaining unit member is entitled to a fact-finding. The administrator shall have twenty work days after knowledge of the alleged violation to complete the preliminary investigation and notify the member of his/her determination that the member may have engaged in conduct that could lead to either a termination or suspension without pay.

2. The fact-finding hearing will be held before the appropriate Deputy Chief/Executive Director.

3. The bargaining unit member and the union are entitled to written notice of: the allegations and the right to request representation and also to be provided with copies of any written evidence related to the allegations.

4. The hearing will be held within a reasonable time (but no less than 48 hours) following receipt of the written allegations.

5. The bargaining unit member will be given a meaningful opportunity to respond to the allegations.

6. Not later than 10 days after the hearing the administrator shall notify the bargaining unit member and the Union in writing of the recommendation. If no discipline is recommended, the notification shall so state. If discipline is recommended, the notification shall state the discipline and the rationale and shall provide a copy of the notice to the CEO.

7. If the administrator recommends termination or suspension without pay then the CEO/designee shall review the evidence to determine whether the recommended discipline is warranted.

8. The CEO shall make a recommendation regarding discipline at a scheduled Board meeting within thirty (30) days after receipt of the administrator's recommendation.

9. The Board can adopt or modify the recommendation but cannot impose more severe discipline.

10. The Board shall notify the bargaining unit member and the Union of its decision.

11. Termination or suspension without pay shall be effective immediately; disciplinary action of less than thirty (30) days shall not become effective until grievance procedures (including arbitration) have been exhausted, except for reasons of physical incapacity, mental incapacity or reasonable suspicion of criminal or moral violation.

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

The Weingarten Protocol set forth in Article XII 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.

Section 13.4 Any driver or attendant serving in-house suspension assignment will work the hours of his/her bidded time package.

Section 13.5 Any warning notice or other disciplinary action, except for absence or tardiness infractions only, shall only remain in effect for purposes of progressive discipline for two (2) years from the date of the underlying infraction. Any warning notice or other disciplinary action for absence or tardiness infractions remain in effect for the period specified in the Attendance Policy.

#### ARTICLE 14 - POINTS ON THE DRIVER'S LICENSE

Section 14.1 Any driver accumulating in excess of six (6) points on their license during any two consecutive years shall be discharged.

Any driver receiving a ticket for a moving violation is responsible for payment of the ticket directly to the required agency or municipality within the timeframe required by the citation. However, in cases where a ticket is received directly by the District and not the driver, this requirement will apply only if the District provides a copy of the ticket to the driver at least seven (7) calendar days before any deadline for appealing the citation or paying the fine. If the District does not provide a copy of the ticket to the driver in that time period, the District will reimburse the driver for any increase in the applicable fine and any another costs attributable to the delay in the driver's receipt of the ticket

Any driver accumulating points while driving for the District shall be subject to the following disciplinary measures: Any driver who accumulates two (2) points during any two consecutive years shall receive a verbal warning.

1) Any driver who accumulates four (4) points during any two consecutive years shall receive a written warning.

2) Any driver accumulating 5 to 6 points during any two consecutive years shall be suspended for five (5) days and receive mandatory retrains during the suspension.

Points due exclusively to snow or ice conditions shall not be considered for disciplinary purposes unless the points are determined to be preventable. Points which are determined to be the result of faulty equipment while driving for the District shall not be counted for purposes of this work rule. Employees will be notified of any changes in the law effecting driver's licenses.

#### Section 14.2 Accidents.

(A) A serious chargeable accident may result in disciplinary action up to and including suspension, discharge or reclassification to an available Attendant position. A serious chargeable accident is defined as any accident, which results in death, personal injury, and/or property damage of ten thousand dollars (\$10,000.00) or more.

(B) Discipline for all other chargeable accidents shall be as follows: In any two (2) year period:

- 1) The first chargeable accident up to \$2500 will be a written warning.
- 2) The first chargeable accident in excess of \$2500 will result in a three (3) day suspension without pay and retraining.
- 3) The second chargeable accident up to \$2500 will result in a three (3) day suspension without pay and retraining.
- 4) The second chargeable accident in excess of \$2500 will result in a five (5) day suspension without pay and retraining.
- 5) The third chargeable accident of any amount will result in either termination or reclassification to an available Attendant position, determination to be made on a case-by-case basis.

(C) Accidents arising exclusively due to snow or ice conditions shall not be considered for disciplinary purposes unless the accident is determined to be preventable.

(D) The District and the Union shall maintain a Standing Accident Review Committee composed of two members appointed by the District and two employees appointed by the Union that will allow drivers to appeal any accidents deemed preventable by the District, which the employee believes were not preventable. Committee members must be willing to undergo appropriate accident investigation training. In determining preventability, the Accident review Committee will consider circumstances and conditions and may utilize outside professionals to help in making this determination. In the event a consensus cannot be reached, the Director of Transportation retains the right to determine preventability. Any such determination is subject to the grievance procedure.

## ARTICLE 15 - EMPLOYEE DISCLOSURE REQUIREMENTS

Section 15.1 Disclosure of Accidents and Traffic Violations. Drivers are required to report all citations for moving traffic violations and any changes in the status of their C.D.L. monthly. License suspensions and all six (6) point violations must be reported at the beginning of the employee's next scheduled work day after the violation occurred. License suspensions must be reported as soon as the employee knows or should have known that their license has been suspended. Any such disciplinary action taken by the District must be in accordance with Article XIII.

Section 15.2 Disclosure of Criminal Violations. Any employee who pleads guilty to or is convicted of any felony, any violation of Section 2907.04 (Corruption of a Minor), or Section 2907.06 (Sexual Imposition), or Division A or Division C of Section 2907.07 (importuning) of the Revised Code, or any violation enumerated in any applicable provision of Chapter 3319 of the Revised Code, or any offense of violence, theft offense or drug abuse offense that is not a minor misdemeanor, or any substantively comparable ordinance of a municipal corporation shall be required to disclose such conviction to the Director of Transportation. Failure to do so can result in disciplinary action up to and including termination. Convictions of a crime are not an automatic bar to employment or continued employment, but the District has the absolute right, on a case-by-case basis, to terminate employees convicted of felonies in the future.

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 15.3 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 and completely fill out their employment application.

Section 15.4 Disclosure of Arrest Warrants. Employees knowledgeable of outstanding arrest warrants must notify the Director of Transportation or his/her designee 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 15.5 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.

Section 15.6 Provided: This Section shall not apply to employees hired by the District prior to October 29, 1993. Provided further, that employees who are conditionally employed under the term of this Section shall otherwise be subject to the terms of this Agreement.

## ARTICLE 16 - EQUIPMENT AND SAFETY

Section 16.1 Safe Buses. The District and the Union agree that no vehicle shall be dispatched nor shall a driver be required to transport school children when the vehicle is unsafe for driving. If a driver believes that a bus is unsafe, they shall immediately report the unsafe condition to their immediate supervisor. The immediate supervisor will then take steps to insure that the vehicle is in safe working condition prior to being dispatched. The final decision as to whether a bus is safe for driving shall remain the responsibility of the depot manager. When requested by the driver, verbal or written verification will be supplied that the bus is safe to drive. A bus which is deemed unsafe will be appropriately identified.

No employee shall be in any way discriminated against for reporting any unsafe condition.

To the greatest extent possible, the same bus shall be used for the a.m. and p.m. portions of a route.

Section 16.2 Fluid Team Inspections. The job of Fluid team inspections under the hood shall be incorporated as part of an eight-hour bid package.

### Section 16.3 GPS/Bus Tracker System

It is understood and agreed that the GPS units on the buses are for purposes of safety and security and to provide accurate information to parents/guardians about the location of their children's bus through the Bus Tracker system, and not for purposes of employee surveillance.

The GPS data from the buses will not be used on a random basis or to monitor the work performance of any individual employee except as follows:

1. After an incident in which the location of the bus at a specific time may be relevant to the investigation.
2. To assist in determining route efficiency.
3. For discipline only for serious infractions, including departing from the assigned route without authorization and without good cause (such as detours caused by accidents, road construction and the like).
4. To exonerate an employee suspected of any such infraction.
5. If GPS data is used to discipline or discharge an employee, the District must provide Local 407, within three working days of the decision by the District, an opportunity to review the data and with a copy, if requested. The Union may also request to review GPS data after an incident in which the location of a bus at a specific time may be relevant to the investigation.

### Section 16.4 Cameras on the Buses

The District has stated its intention to install cameras in its buses, to be phased in until all buses are equipped with cameras. It is understood and agreed that the primary purpose for installation of such cameras is for purposes of safety and security and to provide accurate information about any incidents that may occur on the buses, and not for purposes of employee surveillance.

The video and/or audio from the cameras on buses will not be used on a random basis or to monitor the work performance of any individual employee except as specified herein.

1. Drivers and attendants will be notified of which buses have cameras installed.
2. The District will review the video and/or audio obtained from any such cameras only a) after an accident or other incident, including an incident involving students, or after a complaint by a student, a parent, a school or a driver or attendant; or b) as part of an investigation of alleged intentional damage or destruction, theft, or other serious misconduct; or if there is a reasonable basis to review the video.
3. Information obtained from the cameras will not be used to discipline employees for minor rule infractions. Such information will be used for discipline only for serious infractions, including:
  - a. Theft, intentional damage to or destruction of District property;
  - b. Preventable accidents in accordance with District policy;
  - c. Violence, sexual harassment or other violation of District policy or law regarding conduct toward students;
4. Information from the cameras may be used to exonerate an employee suspected of any such infraction.
5. If information obtained from a video camera is used to discipline or discharge an employee, the District must provide Local 407, within three working days of the decision by the District, an opportunity to review the video recording containing the relevant information and with a copy of the video, if requested. The Union may also request to review video and/or audio evidence after an occurrence of any event of the type specified in section 2. Video images may be redacted or modified as required by law to protect student privacy

#### ARTICLE 17- SENIORITY

Section 17.1 Seniority Defined. To the extent permitted by law and unless otherwise stated in this agreement, and consistent with the responsibility of the District to provide appropriate services of good quality, the principle of seniority as hereinafter defined shall prevail.

(A) System seniority shall be defined as the length of continuous employment by an employee with the District as computed from the employee's most recent date of hire.

(B) Job classification seniority shall be defined as the length of continuous employment by an employee in a particular job classification, that is, Attendant, Driver Trainee, Spare Driver, Professional Driver, Lead Driver II, and Lead Driver I, as computed from the employee's most recent date of entry into such job classification.

Section 17.2 Seniority Lists. There shall be posted at each depot the following seniority lists of the bargaining unit:

- 1) Job classification: system-wide
- 2) Job classification: by depot
- 3) Spare Drivers system-wide
- 4) Spare Drivers by depot



Section 17.3 Seniority for Drivers and Attendants Hired in Mass. Drivers and Attendants hired in mass, having the same date of hire, shall be placed on the seniority list using the following criteria in order:

- 1) date of hire
- 2) date of system seniority
- 3) date of application
- 4) time of application

Section 17.4 Job Classifications and Order of Progression. There are six (6) job classifications in the transportation department: Attendant, Driver Trainee, Spare Driver, Professional Driver, Lead Driver II and Lead Driver I.

(A) Attendant. An attendant is an employee who assists the driver in providing transportation services to handicapped students who works for the school year only and is guaranteed seven (7) hours of pay per day. However, if the corresponding actual route time for a route is less than seven hours, the employee assigned to that route may waive their right to the seven-hour guarantee and instead work the actual route time. An employee must select between these options in writing during the initial route bid at the beginning of the school year. Any existing school bus attendant who, pursuant to the policy of the District, obtains a school bus driver certificate and is accepted as a regular school bus driver shall be placed at the bottom of the Spare Driver seniority list.

(1) Lead Attendants.

A Lead Bus Attendant is a twelve (12) month employee whose regular work day is eight (8) hours per day. The Lead Bus Attendant must bid the highest available route at the depot he/she selects. The regular work week of a Lead Bus Attendant shall consist of a forty (40) hour work week of five (5) consecutive days, Monday through Friday. A Lead Bus Attendant shall be eligible for overtime consistent with this Agreement.

Each July 1, the three (3) bus attendants with the most seniority will choose between working an Attendant or Lead Attendant position for the coming year.

(B) Driver. The order of progression for drivers is Driver Trainee to Spare Driver to Professional Driver to Lead Driver II to Lead Driver I.

(1) Driver Trainee. Driver Trainees are those individuals who are hired by the District for the purpose of becoming bus drivers. Employees in this category shall be trained to effectively drive a bus and shall be expected to learn the rules and regulations of the system regarding drivers. Such employees shall, upon successful completion of training, by appointment be added to the spare driver list. Driver Trainees shall not transport students except in cases of emergency. Upon successful completion of training, such employees shall be added to the intern driver list by appointment. All training must be completed no later than forty-five (45) calendar days after the completion of all required classroom time.

(2) Spare Drivers. The Spare Driver position is the position formerly referred to as the substitute driver, intern driver and non-bidded spare driver.

(3) Professional Driver. A professional driver is one who works for the school year only and is guaranteed seven (7) hours of pay per day. However, if the corresponding actual route time for a route is less than seven hours, the employee assigned to that route may waive their right to the seven-hour guarantee and instead work the actual route time. An employee must select between these options in writing during the initial route bid at the beginning of the school year.

(4) Lead Driver I. A Lead Driver I is one who works twelve (12) months a year, eight (8) hours a day.

a) Lead Drivers shall have the option to decline summer work.

b) Lead Drivers who decline summer work will receive vacation credits based on 12 months of employment.

(5) Lead Driver II. A Lead Driver II is one who works ten (10) months a year, eight (8) hours a day.

If a driver is medically disqualified from driving under state law or is receiving temporary total disability compensation benefits under Ohio workers compensation law, he/she can fill a vacant attendant position, if capable and qualified, before hiring any person outside the system. If there is no vacant position, the driver will be laid off and then recalled by seniority to fill a vacant position, if capable and qualified. Such drivers shall go to the bottom of the attendant seniority list, provided there is a vacancy. Whence-qualified, the driver may return to his/her original driver seniority date/slot.

(C) Administrative Driver, Field Support Driver and Driver Trainer Positions. If filled by the District, the positions of Administrative Driver, Field Support Driver and Driver Trainer shall be filled with Local 407 bargaining unit members employed by the District as school bus drivers or bus attendants. All Administrative Driver, Field Support Driver, and Driver Trainer positions shall be considered "spare drivers". Further, the positions shall be filled on the basis of qualifications, as set forth and posted by the District, experience and seniority.

In the event of a vacancy in the three positions listed above, such vacancy shall be posted for bid. The Joint Evaluation Committee, identified in Article XVIII, Section 18.6(D), shall rank the drivers that bid for the vacant positions after fairly applying each of the above-listed criteria. To the extent that bidding drivers and or attendants possess relatively equal qualifications and experience, seniority shall govern the selection. If the Joint Evaluation Committee cannot agree to the selection of a bidding driver, the Director of Transportation and the President of Local 407 may resolve the deadlock by making the selection after fairly applying the criteria set forth above.

It is understood that acceptance of one of the above-mentioned positions will still involve driving duties, from time to time. Along with the additional responsibility of this position comes the obligation to abide by the collective bargaining agreement and the commitment from the employee selected not to abuse this responsibility. Any employee selected for this position who, after investigation and an opportunity to present a response to the allegations, is found by the District to have abused their responsibility shall be removed from this position. No employee shall be removed from one of the above-mentioned positions for alleged misconduct except upon written allegations of a contract violation or work rules that have been verified as true by the Director of Transportation and a Business Agent. After verification of a violation, the employee shall be removed from the position and shall become a displaced driver until a new or vacated route becomes available.

If a member feels their rights were violated they must put this violation in writing with any and all supporting paperwork, and/or names of witnesses supporting the allegation(s). A copy of this letter is to be given to a supervisor, a union steward and the Business Agent. A meeting shall be held within five (5) days of the dated complaint. If the violation is sustained the aggrieved Local 407 member shall be reinstated to the position within five (5) days of the meeting.

#### Section 17.5 Probationary Period.

(A) There shall be a probationary period for Drivers and Attendants of sixty (60) work days. An Attendant's probationary period begins upon employment by the District. A Driver's probationary period shall commence after the Driver receives a commercial drivers' license and shall include all subsequent work days in Driver Trainee and/or substitute status. If the employee's probationary period extends beyond the end of the school year and the employee is not scheduled to work during the summer, the summer will not count toward the employee's probationary period. The probationary period will resume when the employee begins work in the fall. During such time, a new employee shall have no seniority rights except for placement on the spare driver seniority list and his/her qualification to do the work required, or his/her discharge or layoff for any reason, shall not be subject to the grievance or arbitration procedure set forth in this Agreement. Employees retained beyond this probationary period shall have their system seniority computed as of their date of hire and their job classification seniority computed as of their latest date of entry into the job classification. During the probationary period, each employee will be evaluated as to job performance and if the job performance is found to be unsatisfactory, the employee shall be so informed by their immediate supervisor. Any employee who is discharged or disciplined during the probationary period shall be notified in writing of the reason for such.

(B) Employees with system seniority who change job classifications shall not accumulate job classification seniority in their new job classification during their first ninety (90) work days of employment in such new job classification, but shall continue to retain their seniority in their former job classification during this period. Upon

completion of ninety (90) work days employment in the new job classification, such employees shall acquire seniority in the new job classification, and shall no longer retain their former job classification, except as provided otherwise in the Agreement.

## ARTICLE 18 - WORK SCHEDULE

### Section 18.1 Lead Drivers.

A) Each July 1, the fifteen (15) drivers with the most seniority will choose between working a Lead Driver I or Lead Driver II position for the coming year. The next thirty-five (35) most senior drivers will work Lead Driver II positions.

A Lead Driver I is one who works twelve (12) months a year, eight (8) hours a day. A Lead Driver II is one who works ten (10) months a year, eight (8) hours a day. The regular work week of all lead bus drivers shall consist of five (5) consecutive days, Monday through Friday, of eight (8) hours per day and forty (40) hours per week. The above provision shall not restrict the extension of a regular work day or work week on a voluntary overtime basis when such is necessary to carry on the business of the school district.

(B) Lead drivers must bid regular routes of eight (8) hours or more, or special routes with the highest available hours. Where there are less than fifty (50), eight (8)-hour routes available, the District will reduce the eight (8) hour requirement. If an employee does not bid to the available route as required in (B), the employee will only be paid for the number of hours for the time package bid.

(C) During non-school time or if there is no need for employees during periods when school is not in session, these employees may be used in other capacities. However, they may not be assigned in a manner that displaces other bargaining unit employees who have bid for and been awarded time packages which include routes servicing non-District students.

Section 18.2 Professional drivers. The work week for all professional drivers shall be a minimum of six (6) hours per day, Monday through Friday, for that school is in session pursuant to the school calendar. The five (5) hour period may be divided into three (3) segments/six punches maximum. No additional punches required if next assignment is thirty (30) minutes or less from end of previous assignment.

Section 18.3 Spare Drivers. Spare drivers are lead/professional drivers who bid on or hold a spare position rather than an assigned time package. There shall be an additional ten percent (10%) of the regular workforce above the daily required routes of the six (6) hour category or in other categories as provided by management.

Section 18.4 Lunch Period and Break Periods. All drivers who work both an A.M. and P.M. shift, or those drivers who work more than five (5) consecutive hours on any given day shall be entitled to an uninterrupted lunch period. The length of time for the lunch period shall be not less than thirty (30) minutes duration and shall be scheduled as nearly as possible at the midpoint of the work shift. Any break in the work schedules of less than thirty (30) minutes duration shall be considered paid work time. Any employee who is on the clock and has thirty (30) minutes or more break in driving in which to have lunch, shall not be entitled to an additional lunch period under this section.

Section 18.5 The parties recognize that continuity of drivers and attendants is desirable for both employees and student passengers. Therefore, if a regular route driver or attendant is off work for all or part of a work day, the District will use its best efforts to assign the same spare driver to replace the regular driver or attendant for as much of the absent driver or attendant's route for that day as practicable, so as to minimize any disruption of service to students. If a regular route driver or attendant notifies the depot he/she will be off work for five (5) days or more, the route will be offered by seniority to the spare drivers or attendants, upon the day of notification. The District will utilize uniform procedures and forms for notifying drivers/attendants of the available time package.

### Section 18.6 Driver Trainers.

(A) The District shall create and maintain up to eight (8) positions called Driver Trainers. The position shall be a twelve (12) month position with a guarantee of eight (8) hours per day. The position shall be a differential position, paying an additional \$3.00 per hour for each hour worked during the relevant school year. Any qualified

driver who performs on-the-job training for new hires but who is not in the Driver Trainer job position will be paid an additional \$2.00 per hour for each hour spent performing such training.

(B) In the first week of June in each year, any current driver or attendant who is properly qualified and/or certified to train bus drivers under state law may declare his/her intent to train or not to train for the upcoming year. All drivers making this declaration shall then be permitted to bid for the driver trainer positions that the District will be maintaining for that year. The bid will be held in June, and selections will be made by the end of June through the process described in Subsection (D) herein.

(C) Driver Trainers are subject to the provisions of Section 17.4(C).

The District will provide notice to all drivers who have previously been qualified and/or certified to train bus drivers under state law at the start of each school year as to the state requirement for maintaining such qualification/certification. The District will also provide such employees with time off to attend required classes upon request (this time will be unpaid unless vacation days are used and will also provide those employees with the opportunity to train a driver where necessary to maintain state qualification/certification.

If the trainer is one of the top thirty (30) drivers in seniority among drivers, the trainer shall retain his/her classification of "Lead Driver I" in the event the trainer reverts to a regular driving position.

(D) The position of Trainer shall include, but not be limited to, the following duties:

Training in all aspects of driving, including:

- Test giving, grading, and reporting
- Training in map and route reading
- Following up with employee training as needed for at-fault driver accidents
- School and student safety projects
- Submission of all reports in a timely manner
- Documenting down buses and spare bus assignments
- Entering bus substitutions into Edulog
- Review and submission of accident reports
- Filing Daily Inspection Logs
- Assistance with organizing and maintaining certification and training data and driver qualification files for bargaining unit employees and mechanics who have CDLs

Driver-trainers shall be permitted to perform check runs with experienced drivers, but shall not have the authority to fail an experienced driver. If the driver-trainer does not pass the experienced driver after the check run, the experienced driver shall repeat the check run with a supervisor, who shall pass or fail the driver. The position shall report to the Assistant Manager responsible for Driver Training.

(E) The following criteria will be utilized in filling driver trainer positions which have been bid:

1. expression of interest,
2. qualifications,
3. work record, and
4. seniority

The Joint Evaluation Committee shall rank the driver bidders for driver-trainer positions after equally applying each of the above criteria. For purposes of this selection process, only drivers and attendants who possess a valid state training certification and who are otherwise qualified to train drivers under state law shall be considered qualified. To the extent that bidding drivers and attendants possess relatively equal qualifications and work record, seniority shall govern.

If the Joint Evaluation Committee cannot agree to the selection of a bidding driver or attendant as a Driver Trainer, the Director of Transportation may resolve the deadlock by making the selection after fairly applying the criteria set forth above.

## ARTICLE 19 - DAYS AND HOURS OF WORK AND OVERTIME

### Section 19.1 Overtime.

(A) All overtime must be approved by the appropriate administrator. Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half the regular rate of pay of the employee for all work suffered or permitted. Overtime is defined to include any time worked in excess of eight (8) hours in any one day or any one shift or in excess of forty (40) hours in any calendar week. There shall be no pyramiding of premium pay.

(B) All hours worked on Saturday shall be paid at one and one-half (1½) times the regular rate of pay.

(C) All hours worked on Sunday shall be compensated at double (2) time the regular rate of pay. Section 19.2 Call-Back Time. Any employee called back to work after completion of his/her regular assignment shall be compensated for at least two (2) hours of work at the appropriate rate, irrespective of the actual time less than that required to be worked.

Section 19.3 Stand-by Time. All stand-by time shall be considered as regular hours worked and shall be compensated on a straight-time or overtime basis as are other hours worked under this Agreement.

Section 19.4 Minimum Call-in Time. Any employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of three (3) hours' pay at the appropriate rate of pay under this Agreement.

Section 19.5. Right of Refusal. Any employee shall have the right to reject any offer or request for overtime or call back, on call, or call-in time, except in emergency situations.

### Section 19.6 Transportation of Non-District Students on Days When District Students Are Not In Session.

On days when District students are not in session, all routes servicing non-District students will continue to be serviced by the bidded drivers and attendants at their bidded, hourly time package. The only exception is for Winter break/Christmas break and Easter break/spring break, when the bidded driver or attendant on a non-District route may notify the District that he or she does not wish to work. The District will establish a sign-up list for employees to perform such work and any other needed work on days when District students are not in session. Non-District route days that are posted as extra work will be posted at six (6) hours or the actual route time, whichever is greater. Employees who are awarded such extra work may not take special privilege days on those extra days. Employees who take a sick day on those extra days may be asked to provide verification of illness from a medical provider if sick leave abuse is suspected, provided the employee is notified by 10 a.m. on the missed day of the need for verification. If adequate employees fail to sign up or having signed up, fail to report to work on such days, the District has the right to require the least senior driver(s) and/or attendant(s) work those days. Employees working these days will be paid their regular hourly rate for all hours worked unless such time qualifies for overtime.

Section 19.7. Change in Schedule. Drivers and attendants will be given five (5) days notice of a change in their regular schedule provided, however, that in the event of an emergency which does not permit such notice, the notice shall be given at the earliest possible time.

### Section 19.8 Calamity, Epidemics, Inclement Weather Day Pay.

(A) All employees shall be paid their appropriate rate of pay for all days or part of a day when schools in which they are employed are closed owing to an epidemic or other public calamity or to inclement weather.

(B) When the schools are closed because of a public calamity or 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 straight time for all hours worked. Said hours worked will not be considered in determining any overtime calculations. When the schools are closed because of a public calamity or inclement weather, any employee who physically reports to work their worksite and signs in on Workday before notice of the closing is properly provided shall be paid for the day and in addition will be treated as if called in on a non-scheduled day and will receive a minimum of one (1) hour pay or the hours the employee spent at the depot

and/or beginning his or her route, whichever is greater. Said hours paid will not be considered in determining any overtime calculations.

(C) For the purpose of computing the number of hours worked, all hours in pay status shall be counted as hours worked, except as provided in subsection (B), above.

#### Section 19.9 In-Service Days

Employees shall be paid for any in-service/professional development time scheduled by the District which is not within the employee's normal scheduled working hours. Further, drivers and attendants will be provided substantive education and training on at least two (2) in-service/professional development days during each school year; the days will be paid at six (6) hours, or at eight (8) hours for eight-hour-guarantee employees. The subjects for the in-service education and training will be selected by the District, but shall include first aid and CPR training each year. The Union may provide input to the District as to the subject matter of training by requesting a meeting with the Transportation Department to discuss the training.

#### Section 19.10 Hours of Work on Light Duty

Whenever more than two bargaining unit employees are unable to perform their regular jobs and are on light duty, they will be scheduled to work their normal number of hours in a consecutive block, rather than a split shift, with the start times staggered to cover the necessary light duty work. In such cases, the most senior bargaining unit employee shall have preference as to which shift he or she will work. Adjustments may be made to this schedule on any particular day to accommodate an employee's medical appointments or treatment.

#### Section 19.11 CEO Release

The CEO, in his/her sole discretion, may release an employee or group of employees from work with pay for part or all of a scheduled work day, due to a reduced workload, the holiday schedule, or other reasons. Employees released from work shall not have the released hours considered as hours worked for overtime purposes under Section 19.1(A). The CEO's decision to release an employee or group of employees for all or part of a work day does not create an obligation to release any other employee or group of employees and shall not be subject to the grievance and arbitration provisions of this Agreement. This provision does not affect the provisions for release of employees due to a public calamity or inclement weather under Section 19.8.

### ARTICLE 20 - LAYOFF AND RECALL

Section 20.1 Whenever it becomes necessary to reduce the number of employees in a job classification due to abolition of a position or lack of funds, or lack of work, employees in that classification shall be laid off in the inverse order of seniority under the following rules:

(A) The person with the lowest job classification seniority in the classification affected shall be the first laid off. If further layoffs are necessary, the same procedure shall be used.

(B) In refilling vacancies caused by such layoffs, employees shall be recalled in the reverse order of layoffs.

(C) A person laid off under (A) above, shall have the right to bump into a job classification within the bargaining unit' on the basis of her/his bargaining unit seniority and qualifications at the time of layoff.

(D) A person on layoff shall maintain recall rights for a period of five (5) years from the date of layoff.

Section 20.2. Procedure. A laid-off employee shall be given two (2) week notice of recall by certified mail to their address of record. It shall be the employee's responsibility to immediately notify the District of any change of address. The employee must notify the employer within five (5) business days after receipt thereof, as to whether they intends to report to work at the designated time. Failure to give timely notice to the employer or to report at the agreed-upon time within the designated period will result in the loss of all seniority rights and the employee will be considered terminated.

Effective with the 2015-2016 school year, the following shall control:

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 laid off individuals who on the most recent composite evaluation prior to the effective date of the layoff achieved the lowest evaluation rating shall be the last recalled. 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 three (3) years after his/her layoff or bumping out of a classification. The District shall provide the Union with the recall list.

Additions to those recall lists shall be sent, in writing, to the Union as soon as the employees are laid off from or bumped out of a classification. A complete updated list shall be provided to the Union at least quarterly. When a vacancy occurs within a classification, the vacancy shall be filled by the employees on the recall list for that classification as provided above.

An employee who is offered such a vacancy, in writing, and refuses to accept that position shall be removed from the recall list. The District will not fill any position with a new hire while a recall list for that classification is in effect. All day-to-day, substitute or probationary employees shall be hired from the recall list for the classification in which employees are needed, if such a recall list exists. However, the employees who wish to be on the day-to-day substitute list must inform the District of that in writing at the time their layoff becomes effective. The District will offer each employee the appropriate request form to be placed on that list prior to the last day of work of that individual laid-off employee.

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

## ARTICLE 21 - BIDDING FOR ATTENDANTS AND DRIVERS

Section 21. Bid Eligibility. To be eligible to bid, drivers and attendants must do the following:

(A) Sign a release form in June so that the Department of Transportation can obtain driver abstracts from the State of Ohio. Any driver who fails to sign the release form during the month of June shall be individually responsible for getting the abstract from the state. Driver abstracts will be available upon written request for the drivers.

(B) Drivers and attendants will be notified by letter no less than two (2) weeks prior to all appointment times when to examine and bid time packages before school starts. Drivers and attendants will have the opportunity to come in one (1) hour and thirty (30) minutes before appointment time to examine time packages. There will be five (5) complete copies of all time packages available for examination. There will be an index showing each time package, number of hours, school served, bus information, depot location, starting time and other pertinent information. The chosen time packages will be examined in appropriate areas. Drivers will have an allocated ten (10) minute appointment time with a supervisor to discuss any time packages and then bid. As time packages are bid, the chosen package will be removed from the index. All bidding times will be administered by the District and the Union.

### Section 21.2 Annual Bidding.

1. There shall be one (1) bid prior to the regular school year. All time packages shall be considered vacant and they shall be bid by job classification seniority. All routes and spare positions will be posted and available from the beginning of the bid process and remain available throughout the bid process until selected. The postings for each route shall include the number of hours, school served, bus information, depot location, starting time and other pertinent information. If a route has three (3) tiers in the a.m. portion or three (3) tiers in the p.m. portion, the route will have an eight-hour guarantee. However, if the corresponding actual route time for such route is less than eight hours, the employee assigned to that route may waive their right to the eight-hour guarantee and instead work the actual route time. An employee must select between these options in writing during the initial route bid at the beginning of the school year. The District may create routes in which the a.m. or p.m. portion is a "spare" route. However, no bid packages will include both regular and spare routes in the a.m.

or p.m. portion. Any route with the a.m. or p.m. portion designated as a "spare" route will have an eight-hour guarantee. Drivers who bid on time packages which include extended school year schools are required to complete the assignment through the conclusion of the extended school year at their bidded time package.

2. The Union's Business Representative and the stewards at each depot will be provided, for review and discussion with the District if needed, copies of the time packages, including the number of hours, school served, bus information, depot location and starting times. The District will use its best efforts to provide all available information no less than five (5) working days prior to the posting and distribution of the bids, and the information will be updated as changes are made until the start of the bidding. Drivers and attendants will be notified by letter no less than two (2) weeks prior to all appointment times when to examine and bid time packages before school starts. Drivers and attendants will have the opportunity to come in one (1) hour and thirty (30) minutes before appointment time to examine time packages. There will be five (5) complete copies of all time packages available for examination. There will be an index showing each time package, number of hours, school served, bus information, depot location, starting time and other pertinent information. The chosen time packages will be examined in appropriate areas. Drivers will have an allocated ten (10) minute appointment time with a supervisor to discuss any time packages and then bid. As time packages are bid, the chosen package will be removed from the index. All bidding times will be administered by the District and the Union.

3. All absentee bids must contain two (2) signatures at the time the bid was taken (one management and one steward) along with the recorded time and date. Absentee bids must be presented at the time of drivers/attendants scheduled bid time. The absentee bid will state the drivers' and attendants' preference for the time package assignment. The Business Representative or designee must sign off on absentee bids on the day of the bid.

4. If no absentee bid is presented and the driver/attendant is not present at the designated bid time then the driver/attendant will be required to bid at the completion of the final scheduled bid. If the driver/attendant is not present and no absentee bid is presented at the scheduled bid time and the driver/attendant does not bid at the completion of the final scheduled bid, then the driver/attendant will select from any remaining routes by seniority on the first day of orientation/dry runs. Finally, if the driver/attendant fails to exercise his/her rights under this section an available route or position will be assigned by management. All displaced drivers/attendants will be placed at the bottom of the spare list.

5. An add-on route is any route that is created after the initial time packages are posted and awarded. An add-on route will first be assigned by the Director of Transportation and the Route Review Committee to any driver with available time in their time package, but shall not, in any event, be assigned if the assignment would cause that driver to exceed his/her bid time package.

If the add-on route cannot be assigned within the above-stated limit, it shall be posted for five (5) days for selection and awarded by seniority by depot to the individual whose scheduled routes will accommodate the add-on, so long as the add-on route does not cause the driver to violate any applicable DOT regulations. During the five (5) day period, if it becomes necessary to cover the posted route, it will be extra work. No employee will be permitted to sign an add-on route after the posting is removed. Union stewards at that depot shall receive copies of both the sign up and the route sheets after the route is assigned or awarded. Once a route is added, this information will be displayed upon the depot bulletin board.

All middays, high-techs and late runs which are not included in the annual bid or which remain open after all bidding are considered extra work and must be posted for five (5) days for selection and assignment by seniority, by depot. All such runs shall be added as a temporary bid time change to a driver's time package, except for late runs that are scheduled for less than the entire school year which will not be added to the time package.

#### Section 21.3 Route Review Committee.

There will be a Route Review Committee at each depot comprised of two (2) stewards and managers as determined by the Director of Transportation. The drivers shall be selected by the Union. For the first month of the school year, the Route Review Committee will meet on an as-needed basis at least once per week to: (i) review any recommendations made by the Director of Transportation or his/her designee for route(s) changes; and (ii) review routes and changes in student patterns to identify ways to create more efficient routing and then making a recommendation to the Director of Transportation regarding that change. Other issues may be brought



before the Committee by the Director of Transportation as necessary to maintain an efficient transportation system.

The Committee will be responsible for reviewing recommendations and making recommendations. The ultimate decision as relates to the route change, adjustment, or correction shall be made by the Director of Transportation. However, such decisions will preserve the integrity of the routes to the greatest extent possible once they have been bid and awarded to drivers and attendants, subject to the operational needs of the District. After the first month of school, the Committee shall meet as determined by the Director of Transportation. While the Union may file a grievance at Step Two with the Director of Human Resources, or his/her designee, alleging that the Director of Transportation's actions are arbitrary, capricious or unreasonable, no individual driver or attendant shall have the right to challenge any decision made under this Article.

#### Section 21.4 Changed, Eliminated, Vacated and New Time Packages During the School Year.

(A) Changed Time Packages. This is a current time package that has had an increase or decrease in services but for which the basic work remains. In the event that a time package should be lengthened, the driver and/or attendant will remain with the lengthened package and be paid therefor. In the event that a time package should be shortened, the driver and/or attendant will remain with the shortened package but be paid for the hours bid. The District has the right to assign employees with a shortened time package to other duties.

(B) Eliminated Time Package. This is a complete time package for which the District no longer requires a bus. Should a time package be eliminated for any reason, the driver and/or attendant shall be assigned work consistent with paragraph 21.3(G). The driver and/or attendant will be paid for the hours bid.

(C) Transfer Time Packages. This is a time package that has been removed from one unit and added to another. The transferred time package will be offered to the more senior driver involved. The driver and/or attendant will be paid for the bid time package and the driver and/or attendant shall be assigned work consistent with paragraph 21.3(G).

(D) Vacated Time Packages. Should a time package become vacated for any reason, the available position will be filled by the most senior spare driver at the time the package becomes vacated.

(E) New Time Packages. If a new time package is created that cannot be accommodated in any existing time package, it shall be filled by the most senior spare driver.

(F) Open Time Packages Due to Leave of Absence. Any time package open due to a leave of absence will be posted for the most senior available six (6) hour spare driver, the displaced driver at the depot. If no spare or displaced driver accepts the route, it will be assigned from the bottom up. Upon return of the driver who was on leave of absence, s/he shall reassume her/his bid time package. For purposes of this provision, "available" means not assigned a long-term time package.

(G) When a driver and/or attendant is displaced due to elimination, transfer or not meeting the bid requirements, that employee will be placed at the bottom of the spare list until a new or vacated route becomes available. At that time, time packages will be offered by seniority and/or assigned up in accordance with this Agreement.

(H) Any substantial punch-in or punch-out time changes caused by any of the above-described categories will be offered to the affected employee. If not accepted, the employee may assist within his/her original scheduled time, not to exceed a variance of fifteen (15) minutes of their punch time schedule unless agreed to by the employee.

(I) The District will insure that staff development training is given to drivers for PEP runs.

## ARTICLE 22 - DISTRIBUTION OF EXTRA WORK AND SUMMER JOB ASSIGNMENTS

### Section 22.1 Distribution of Extra Work During the Work Week.

For field trip and special use bus assignments during the school week, there shall be established a depot seniority list for each of the depots. Field trip assignments shall be assigned to the most senior available driver at that location so long as such an assignment does not interfere with that driver's regular work or delay travel services to children. Special use assignments shall be distributed on a depot-by-depot basis based on seniority and availability so long as such an assignment does not interfere with a driver's regular work or delay travel services to children. The District shall select the most senior available driver and post the assignment, if possible, seven (7) days prior to the extra work. If the driver selected fails to reject the assigned work within twenty-four (24) hours, it will be deemed accepted. If the driver selected cannot accept the extra work, the driver must notify the District on the form provided within twenty-four (24) hours. Upon timely notification of refusal, the District will then assign the extra work to the next most senior available driver.

The District also will forward to the Union Business Representative the relevant information about all system-wide field trip postings that are sent to the depots to be posted, in advance of the bidding for each such field trip.

All other extra work is that which is performed beyond an employee's assigned hours of work and will be assigned on a depot-by-depot basis by seniority and availability so long as such an assignment does not interfere with the driver's regular work or delay travel services to children.

Subject to the provisions of Article 10, all extra work will first be offered to available bargaining-unit members before it is assigned to outside service providers, whether private companies or other school districts.

In such cases where an employee does not show up to perform the assigned work, the District reserves the right to assign this work to any available employee by seniority on a depot-by-depot basis. Such an assignment constitutes a mandatory work assignment.

Provided: That where extra work departing from the depot requires an attendant, the attendant assigned to the bus receiving the extra assignment shall be offered the extra work so long as such an assignment does not interfere with the attendants regular work or delay travel services to children. In the event that the attendant declines the extra work, that work will be offered to attendants on the basis of seniority and availability. Such an assignment constitutes a mandatory work assignment.

Bus Attendants will remain with their assigned bus with all extra work.

For purposes of this Article, drivers and attendants will be considered "available" if they are not currently driving or working on a bus and the extra work does not conflict with their regular bid or assigned work. Employees will not be considered "unavailable" if they are still within the scheduled time of their bid or assigned route but have completed the driving work, nor will they be considered "unavailable" if they are stewards on release time for Union business.

Section 22.2 Distribution of Extra Work During the Weekend. The same procedures described in paragraph (A) of this section will apply for distribution of weekend work except that employees shall be selected off a seniority list of all employees, rather than by depot.

Subject to the provisions of Article 10, all extra work will first be offered to available bargaining-unit members before it is assigned to outside service providers, whether private companies or other school districts.

The District will forward to the Union Business Representative the "scans" of all weekend work assignments on a weekly basis.

Section 22.3 Summer Job Assignments. The Route Review Committee will meet no less than five working days before the posting of routes for summer work to discuss any changes or adjustments that may need to be made before the routes are posted. Summer work available shall be selected based on seniority. Subject to the provisions of Article 10, all extra work will first be offered to available bargaining-unit members before it is assigned to outside service providers, whether private companies or other school districts.

Any work deemed to be attendants' work will be selected off the attendants' seniority list in the same manner.

No bargaining unit member working a summer assignment will be guaranteed an opportunity to work beyond his/her regular assignment (e.g. an employee selecting and working a six-(6)-hour time package assignment is not guaranteed an opportunity to work beyond six (6) hours). Lead drivers may elect to drive a route during the summer in lieu of performing cleaning work but in such a case will be guaranteed on the bidded time for their chosen route, not eight (8) hours, for all days on which the route operates.

Transportation "Bus Garage" summer work shall be performed by bargaining unit members.

Bargaining unit members accepting summer work under this Section are expected to be present every work day during the summer work assignment. If a bargaining unit member misses more than four (4) days of work during the summer assignment, except in cases of bona fide emergency, the employee will be released from the summer assignment and replaced with another bargaining unit member.

Section 22.4 The District shall make available pre-trip positions for any days employees are required to work.

Work performed on all buses shall not exceed one hour. Other than required by law or by management, pre-trips shall be limited to one per bus per day.

## ARTICLE 23 - EMPLOYEE MATERIALS AND FACILITIES

Section 23.1 Uniforms. The District shall pay the full cost of the purchase, lease, rental, cleaning and maintenance of uniforms, equipment, identification badges, emblems and cards required by the District to be worn or used by bargaining unit employees.

Section 23.2 Tools. The District agrees to provide all tools, equipment and supplies reasonably necessary to bargaining unit employees for performance of employment duties.

Section 23.3 Safety Equipment. Should the employment duties of an employee in the bargaining unit require use of any equipment or gear to ensure the safety of the employee or others, the District agrees to furnish such equipment or gear.

Section 23.4 Facilities. The District agrees to maintain a clean and sanitary washroom having hot and cold running water and toilet facilities. The District also agrees to maintain sanitary drinking water at all depot locations, an adequate and clean lunchroom and an emergency first aid kit at all depots.

## ARTICLE 24 - VACATION

Section 24.1 Length of Vacation Earned.

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

Section 24.2 Vacation Accrual.

Employees do not earn vacation during any month that they are out of pay status, such as on a leave of absence without pay.

(A) Twelve (12) Month Employee. Employees shall accumulate vacation for each month that they are in active payroll status. Each employee has available to her/him on July 1st of each year that vacation (and only

that vacation) which they have earned since the previous July 1. They then have a year within which to take this vacation; however, vacation cannot be taken on days school is in session.

(B) Any employees hired on or after July 1, 2014 for a ten-month position shall not be entitled to vacation time or vacation pay while they hold that position. If such employee is awarded a twelve month position, such employee will be entitled to vacation in the twelve-month position, such employee will be given credit for their years of District service. Any employees holding a ten-month hourly position as of June 30, 2014 shall have their vacation eliminated and the value of the vacation as of June 30, 2014 shall be incorporated into the employee's hourly rate. Hourly vacation conversion example: If a ten-month employee is regularly scheduled to work 1000 hours per year and such person would be entitled to \$1000.00 in vacation pay, the hourly rate shall be increased by \$1.00 per hour.

Any accrued but unused vacation earned as of June 30, 2014 shall be paid out in the first full pay period following the pay period that includes June 30, 2014.

Salary vacation conversion example: If a ten-month employee is paid on an annual salary basis as of June 30, 2014, their vacation is currently incorporated into the annual salary. Effective July 1, 2014, vacation will be eliminated for ten month salaried employees and the value of the vacation as of June 30, 2014 will be incorporated into their base salary thereby becoming their annual salary. For example, if a ten-month employee's annual base salary is \$30,000 and that employee as of June 30, 2014 is entitled to vacation worth \$1000, effective July 1, 2014, the annual salary shall be \$31,000.

Conversion assistance: ten-month employees affected by the conversion of vacation time to hourly rate shall be able to seek and receive assistance from the Employer's Human Resources department in planning for this change.

(C) Credit for a month's service will be granted:

(1) If the employee works (or is otherwise in pay status) through the fifteenth (15th) of the month;  
or

(2) If s/he starts work on or before the fifteenth (15th) and works through the end of the month.

(D) At the end of the annual accumulation period on July 1, twelve (12) month employees will have their prior twelve (12) months' accumulation totaled and rounded off with one (1) full day's credit being given for any accumulation of .50 days or more, while anything less than this amount will be dropped. An employee does not earn vacation during any month that he/she is out of pay status, such as on a Leave of Absence without pay.

(E) All vacation allowances will be paid on regularly scheduled pay dates. The employee has the option to take vacation payments in a lump sum. The employee must sign a waiver of payroll deductions, acknowledging that retirement contributions will not be made on any lump sum payment. In addition, employees may be eligible to cash in a limited number of vacation days provided as follows:

(a) An employee may cash in up to 10 days vacation per fiscal year. Such cash-in payments also will be paid as lump sums, with the employee required to sign a waiver of retirement contributions on the payments.

(b) It is up to the Chief Executive Officer and Chief Financial officer to determine in their discretion whether a cash-in option will be available to any District employees in any given fiscal year.

(F) Holidays occurring within a vacation period will not be counted as vacation days.

(G) Vacation accrual for employees shall be calculated based on the employee's actual hours in pay status.

(H) Lead Drivers I and II will be paid up to a maximum of 8 hours. All other Drivers and Attendants will accrue and be paid at route time not to exceed 8 hours per day.

(I) All vacation that has been earned by an employee will be made available in cases of resignation, discharge or death, except that an employee terminating prior to six (6) months of employment will not be paid

for any vacation. Any vacation that may have been paid to a less than six (6) month employee will be deducted or otherwise recovered.

(J) Vacation accrual for spare drivers shall be calculated based on the average of the actual hours in pay status.

Section 24.3 Vacation Scheduling. Because vacation may not be carried into the next school year, it is necessary for each employee to assure that their schedule at Christmas, Easter and the summer period will accommodate the vacation days due. In emergencies, employees may, if approved, take vacation during other times of the year. An employee must provide at least two (2) weeks advance notice requesting vacation to his/her supervisor depot manager. The supervisor depot manager will decide whether to approve a vacation request. Vacation will not be approved where it would disrupt services to children or the operation of the District.

Twelve (12) month employees earning vacation from July 1 to the following July 1 must use all vacation earned during the following twelve (12) months, i.e., prior to the next July 1. They may not carry it over beyond this time unless approved by management.

## ARTICLE 25- HOLIDAYS

Section 25.1 Scheduled Holidays. The District agrees to provide all employees in the bargaining unit with the following paid holidays:

New Year's Day  
Martin Luther King Day  
President's Day  
Good Friday  
Memorial Day  
Juneteenth\* (only for employees who are in active pay status during the week of Juneteenth)  
Independence Day (only for employees who are in active pay status during the week of July 4)  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Friday after Thanksgiving Day  
Christmas Day

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

Section 25.2 In addition to the holidays in Section 25.1, twelve (12) month employees shall be entitled to the following paid day: July 4.

Section 25.3 When a holiday falls on a Saturday, the preceding working day not a holiday shall be deemed to be that holiday. When a holiday falls on a Sunday, the following work day not a holiday shall be deemed to be that holiday.

Section 25.4 An employee must have accrued earnings on the day immediately preceding and succeeding the holiday to be paid for the holiday. Any employee required to work on a holiday shall be paid at two and one-half (2-1/2) times the regular rate of pay for all hours worked on the holiday. For the holidays occurring over the Winter Break, an employee must have accrued earnings on the scheduled immediately preceding the holiday to be paid for the holiday. Holiday pay will be included in the employees' paychecks for the regular pay period during which the holiday occurs.

Section 25.5 Nothing under this article prohibits the District, President, Governor or State Legislature from declaring additional holidays for which all employees shall be paid.

Section 25.6 Hours to be paid for purposes of holiday shall be calculated according to the number of hours the employee regularly works on the time package or six (6) hours, whichever is greater. Overtime shall not be included in the calculation of an employee's regular hours worked.

## ARTICLE 26 - SICK LEAVE AND ATTENDANCE INCENTIVE

Section 26.1 Each regular employee shall accrue a maximum of fifteen (15) days sick leave each year. Lead Drivers 1 and 2 will be paid sick time at a maximum of 8 hours. All other Drivers and Attendants will be paid at their actual route time. This formula will be proportionately adjusted for all spares and all other employee based upon average yearly hours in pay status. The spares and other employees shall be paid the adjusted sick leave pay in the pay period affected by the leave.

Section 26.2 Unused sick leave shall be cumulative without limitation.

Section 26.3 Employees may, upon approval, use sick leave for absence due to personal illness, injury or exposure to contagious disease which could be communicated to others. Sick leave may also be used for absence due to illness, injury or family illness. Employees may also use sick time for death of a family member if special privilege leaves are exhausted.

Section 26.4 Each employee, upon return from sick leave, is required to submit a written signed statement to justify the use of sick leave.

Section 26.5 An employee who renders service on a part-time basis shall accumulate sick leave at the same rate as that granted like full-time employment.

### Section 26.6

An employee who has perfect attendance during sixty (60) consecutive work days will receive one day's pay (pro-rated hours worked) plus a payment of fifty dollars (\$50.00). Moreover, any employee missing less than two days during the entire year can cash out one sick day. Subpoenaed court appearances, special privilege days used as funeral leave, jury duty and tardies which do not result in a violation will not count in determining perfect attendance under this Attendance Incentive Plan. Employees are responsible for notifying the District (on forms provided by the District) that they may be eligible for an attendance incentive. An employee who has perfect attendance for sixty (60) consecutive work days also will be notified in writing that they are no longer under suspicious attendance under the District's work rules, if the employee had been in that status.

### Section 26.7 Sick Leave Donation.

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 Union 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 Union leadership. 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.

#### Section 26.8. Compliance

The District will meet the mandates set forth in this Article. The Director of Transportation shall meet with no more than three (3) representatives appointed by Local 407 once per month to insure compliance with this Article for all Local 407 members.

### ARTICLE 27 - LEAVES OF ABSENCE

#### Section 27. Assault Leave.

(A) 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 officially assigned duties of the District shall be maintained in full pay status, on assault leave, for the period of time set forth in Paragraph D herein. Assault leave granted under these conditions shall not be charged against sick leave earned or unearned.

(B) Employees must seek medical attention as soon as reasonably possible from the time they have knowledge of an injury, must immediately report the assault to a supervisor or the Director of Transportation 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 of the incident forms and the assault leave forms from time to time. The Union will receive a copy of any modified forms.

The employee shall furnish a certificate from a licensed physician stating the nature of the disability and its anticipated duration and should accompany an 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.

(C) Any employee who wishes consideration for restoration of full pay and sick leave status may submit this request to the District. In the event that the request is rejected, the employee may file an appeal through the dispute resolution procedure. If an employee's absence resulting from assault is covered by 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 or the duration of the school year, whichever is longer. If the payment from the District reduces workers' compensation payments, the District will make the employee whole for their full pay.

(D) An employee shall be granted an assault leave of up to six (6) months or the duration of the school year, whichever is longer. Provided, however, that an employee who is granted an assault leave shall have his/her health insurance benefits continued for up to two (2) years (under the same terms as if the employee was in pay status) to the extent that the employee is physically unable to return to work during that time and otherwise meets the requirements set forth in paragraph B of this Section.

#### Section 27.2 Disability Leave.

(A) Consistent with District regulations, an employee who presents satisfactory evidence of disability, due to an illness, accident or pregnancy, excluding Workers Compensation and Assault Leave, shall be granted a leave of absence for a specified period of time subject to extension by the District, but not for a period to exceed one (1) year. Employees may use accumulated and unused sick leave for the period of disability.

(B) The leave of absence for disability due to an illness, accident or pregnancy, shall be granted based upon proper application by the employee on forms provided by the District. As soon as practicable after the disability is confirmed, the employee must provide to the District a written statement, signed by the attending physician indicating the date on which it is expected that the employee will be/is no longer physically able to perform their regular duties and that the employee can work until that date without risking injury. An employee may remain out beyond the period of disability, for child-bearing purposes, for the duration of that school year.

(C) Failure to return to work at the time for expiration of an approved leave of absence or any authorized renewal thereof shall be considered as grounds for termination.

(D) Paternity leave shall be granted for purposes of child-rearing in accordance with the notification dates and durations contained herein.

(E) All bargaining unit members who are on approved disability leave may not bid for a time package route unless they are off approved disability leave two (2) weeks prior to the annual bid

(F) The District shall comply with all provisions of the Family and Medical Leave Act.

(G) When an employee returns from an approved medical leave, the District shall provide the bid hours to the employee that s/he he/she left to the extent permitted required by law.

#### Section 27.3 Special Privilege Leave.

On July 1 of each year, employees will be granted three (3) special privilege days. A special privilege day may be used by an employee for any reason subject to the following five conditions:

- (1) The employee must provide the Assistant Depot Manager with notice three (3) work days prior to taking the special privilege day;
- (2) Special privilege days will not be taken the day before or the day after a paid holiday; and,
- (3) Special privilege days cannot be taken during the first two (2) weeks of school or the last two (2) weeks of school.
- (4) It does not interfere with the effective and efficient operation of the Transportation



Department.

- (5) Employees may request an exception to the conditions in paragraphs (1) through (3) and be granted a special privilege day for: religious holidays not included in the school's calendar (for example, Muslim, Jewish or Eastern Orthodox holy days); compulsory court appearance (substantiated); marriage in the immediate family; college or high school graduation in the immediate family; death in the family; school-related conference for employee's child (substantiated); military graduation – basic training; and clearly specified family emergencies not covered by the sick leave provision of this contract. Family emergency is defined as a sudden and unexpected occurrence which requires immediate attention of the bargaining unit member and justifies interrupting the employer's work schedule. Such requests shall not be unreasonably denied. The District may request documentation of the need for the requested exception.

- (6) If multiple employees wish to take a special privilege day on the same date, and the Transportation Department cannot grant all requests due to operational needs, requests will be granted on a first-come/first-served basis.

Unused special privilege leave days will roll into sick time.

Special privilege days will be granted without loss of pay and shall not be deducted from the employee's accumulated days of sick leave. The District shall respond in writing to an employee's request for a special privilege day within two (2) working days.

In the case of clearly specified family emergencies not covered by the sick leave provision of this contract, special privilege days may be used with less than the required three (3) days' notice. A family emergency is defined as a sudden and unexpected occurrence which requires immediate attention of the bargaining unit member and justifies interrupting the employee's work schedule. All such requests must be made in advance of the family emergency, if possible, but in no case later than one week after the date of the emergency.

Special privilege leave may be used during Christmas/winter or Easter/spring break and other periods when school is not in session by employees who are scheduled to work 12 months.

#### Section 27.4 Jury Duty.

- (A) Employees shall be paid by the District their regular pay (not to exceed eight (8) hours) while serving on jury duty, providing that they notify the District when the jury summons or notice to report is received. An employee called to jury duty must present documentation of their service upon their return to work at the conclusion of their time of jury duty.

- (B) Employees must report for duty if they can complete any distinct portion of their regular work day (morning, mid-day or afternoon route) while on jury duty.

- (C) To help offset the employee's out-of-pocket costs, the employee may retain the funds he or she receives from the court system for performing jury service.

#### Section 27.5. Personal Leave of Absence/Unpaid day(s) without pay.

Any employee desiring a leave of absence from his/her employment shall secure written permission from both the Union and the Employer for both the leave and the terms of the leave. The maximum leave of absence shall be for ninety (90) days and may be extended for like periods. Permission for extension must be secured from both the Local Union and the Employer. The Leave of Absence will not be granted for the purpose of trying out for another job.

For shorter term leaves needed to attend to personal or family matters an employee may request up to three (3) unpaid days of personal leave, subject to approval of the Director of Transportation.

#### Section 27.6 Court Leave

- A. When a bargaining unit member is required to appear for court, an administrative agency, a deposition, or any other legal proceeding related to matters arising out of the course and scope of their employment (other than an arbitration between Local 407 and the District), it shall be considered Work-Related Court Leave. The employee will notify their supervisor, report their absence using their normal reporting procedure, and submit documentation into Workday. Work-Related Court Leave shall not apply if the bargaining unit member is the plaintiff or claimant in the action.
- B. Employees on an approved Work-Related Court leave falling on a contracted workday will be released from their duties for the amount of time necessary to participate in the appearance and the employee will be compensated at their regular rate of pay for the number of hours the employee was required to appear. Employees on approved Work-Related Court Leave falling on a non-contracted workday will receive their regular rate of pay for the number of hours the employee was required to appear.
- C. If the employee's obligation to appear for the work-related legal proceeding is canceled or reduced for any of the scheduled days, the employee must modify their leave request accordingly and report to work as otherwise scheduled.
- D. If an employee provides documentation to the Depot Manager in advance that they have been subpoenaed to appear for court, an administrative agency, a deposition, or any other legal proceeding relating to matters not arising out of the course and scope of their employment – provided the employee is not a party in the legal proceeding – the time required for such an appearance shall not be considered an unexcused absence for purposes of the attendance policy.

#### Section 27.7 Military leave

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

#### Section 27.8 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.

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.

Qualifying events for 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 and the qualifying event must occur on or after July 1, 2024.

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.

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.

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.

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

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 includes 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 28 - HEALTH AND INSURANCE BENEFITS

Section 28.1 Eligibility. Subject to Section 28.3, each school bus driver and school bus attendant regularly scheduled to work a minimum of nineteen (19) hours of work per week during the school year (i.e., eligible employees) shall receive insurance benefits. With regard to the nineteen (19) hours per week threshold, spares will be considered as eligible employees. Otherwise, bid time will determine eligibility.

### Section 28.2 Working Spouse Insurance Coverage.

1) Effective July 1, 2013, and except as provided below, if a bargaining unit member enrolls his/her spouse in any of District's health insurance plans and that spouse is eligible to participate (either as a current employee or retiree) in group health insurance sponsored by his/her employer or retirement plan, the bargaining unit member shall pay a contribution of \$150.00 per month in addition to the employee monthly contribution for family coverage set forth in Section 2 below.

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

3) During the open enrollment period, every bargaining unit member who has family coverage which includes a spouse who participates in the District's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the District a written declaration verifying whether his/her spouse is eligible to and shall participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer or retirement plan provider, effective not later than January 1, 2014.

4) Any bargaining unit member whose spouse becomes eligible for any employer/retirement plan sponsored coverage any time outside of the annual open enrollment period shall notify the District within thirty days of initial eligibility date.

5) If a member submits false information about his/her spouse or fails to timely notify the District of a change in the spouse's eligibility for employer or retirement plan sponsored group health 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/or prescription drug insurance coverage. Any action taken pursuant to this section shall be subject to the discipline and grievance procedure.

6) Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer or retirement plan provider, (unless the bargaining unit member enrolls the spouse in the District's plan and pays the \$150.00 monthly contribution as set forth above), as otherwise required by this section, shall be ineligible for benefits under any group healthcare/prescription drug plan sponsored by the District.

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

### Section 28.3. Medical Benefits.

1) Subject to the limitations in Section 28.1 above, during the enrollment period each year (November) each eligible employee may elect either single or family coverage from one of the following health care provider plans: Aetna, Medical Mutual 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 summarized in Appendix G, infra. The effective date of coverage shall be the first 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.

Effective January 1, 2018, employees who enroll in either single or family coverage will pay ten (10) percent 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 2, 2019 and recalculated effective each January 1 thereafter. All employee contributions will be made by payroll deduction with the annual cost of health care benefits charged equally installments twice each month.

The monthly contributions for Aetna 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 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 Aetna 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. Results will be shared only with the individual employee (in the case of a covered spouse, only with that spouse) and the employee's physician (in the case of the covered spouse, only with the covered spouse's physician). Where the District is the primary provider for healthcare to the employee and the employee's spouse, both the employee and spouse must successfully complete the testing and assessment to receive the lower rate set forth in this paragraph. The testing and/or assessment shall be conducted through the employee's physician (or, if the employee's spouse is being tested/assessed, by the spouse's physician). The physician shall complete the form attached as Appendix H, infra, and submit that form to an independent third party mutually selected by the District and Local 407. That independent third party shall advise the District only that: (i) the employee/ covered spouse has completed the above test and assessment; and (ii) the date of such completion. The District and Local 407 will jointly promote participation in these tests.

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

forth below. The District's obligation shall continue without regard to the continuing existence of the Affordable Care Act.

The District may change the named providers above so long as the new provider's plan design remains substantially similar and provided that a disruption analysis shows minimal impact to employee plan participants with regards to the participants' health care providers.

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

#### Women's Health

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

#### Men's Health

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

#### General

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

The level of benefits is summarized in Appendix G.

B. Mental Health Drug Abuse and Alcoholism. Coverage for in-patient and out-patient services for mental health, drug abuse, and alcoholism treatment shall remain unchanged in all plans as such coverage existed on June 30, 2017 and as summarized in Appendix G.

Section 28.4 Self-Insurance. The District may explore and implement self-insurance for any or all components of its health insurance program including medical, prescription, dental, and vision, provided (a) the level of .benefits and services set forth in this agreement or any extensions thereof and the respective Certificates of Coverage are equal to or better than those in effect on June 30, 2007; (b) the disruption analysis of the non-Kaiser network of providers and facilities is less than ten percent; (c) the self-insurance network will include both the University Hospitals Health System Network and the Cleveland Clinic Health Systems Network; (d) all preexisting conditions will be covered unless currently restricted by HIPAA. Notwithstanding the above language, Kaiser shall remain as an option through the end of the 2009-2010 school year and shall not be considered as part of the disruption analysis.

Section 28.5 Open Enrollment and Hard Audit. Unless otherwise agreed by the District and Local 407, open enrollment shall be the entire month of November for coverage effective January 1 of the following year. 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 28.6. Prescription Drug Plan. All employees will be covered by a prescription drug program administered through a provider mutually agreeable to the parties. All employees covered by any medical plan will be covered by the Prescription Drug Plan(s) as summarized in Appendix G. The level of benefits shall be the same as provided in the previous Collective Bargaining Agreement between the District and Local 407..

Section 28.7. Vision Care. All eligible employees will be covered by a vision care program administered through a provider mutually agreeable to the parties. The District will pay the 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 Local 407. (See Appendix J)

Section 28.8. Dental Plan. All employees will be covered by a dental care program administered through a provider mutually agreeable to the parties.

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

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

Section 28.9. Life Insurance. The District shall underwrite the cost of a Ten Thousand (\$10,000) Group Life Insurance policy for all regular employees. Effective January 1, 1997, additional coverage shall be made available to regular employees of up to \$150,000, who may purchase such additional insurance by means of payroll deduction. Employees may purchase up to \$500,000 up to the limits of the policy in effect but not less than \$10,000 coverage.

Section 28.10. Section 125 Plan.

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

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

C. Under the Cafeteria Plan, each bargaining unit member during open enrollment or other qualifying event will be allowed to make a pre-tax "salary reduction" election up to the maximum amount allowable under IRC Section 129 at the start of open enrollment, and receive a corresponding credit under a child care/dependent care FSA. Under the dependent care FSA, reimbursement may be received for dependent care expenses described in IRC Section 129.

D. The maximum amount allowed, but in no amount greater than the established Internal Revenue Service (IRS) limit for that tax year, and receive a corresponding credit under a health care FSA. Under the health care FSA, reimbursement may be received for medical (including dental and vision care) expenses (under IRC Section 213) that are not otherwise reimbursable by the health care plans of the District or of another employer.

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

Section 28.11. Pathogen Control Plan. The District will follow its blood-borne pathogen exposure control plan when an employee has been involved in an exposure incident.

Section 28.12. Continued Coverage.

A. School Year Employees. Both Hospitalization and Group Life Insurance protection will be extended through July and August for covered persons employed in positions which are normally school year active only.

B. Inactive Employees. Insurance and Hospitalization coverage may be continued for any employee who becomes payroll inactive (such as resignation or a leave of absence) as indicated below:

In order to continue Hospitalization, the inactive employee will have to pay directly to the hospitalization agency the bill that will be received from them, and should they return to active duty as an eligible employee, they must re-enroll to obtain coverage. In order to continue Life Insurance Coverage, the inactive employee must contact the insurance Company and complete conversion requirements within thirty-one (31) days from the last day of active payroll status.

Section 28.13. Reduction of Benefits. The District will not reduce the level of health insurance benefits provided to employees under this Agreement without the express agreement of the Union.

Section 28.14. Shared Savings. An employee shall be eligible to receive a payment from the District equal to one-half (1½ of up to \$500 in savings recovered by the District where the savings result from the identification by the employee of errors in his/her medical bills.

Section 28.15. Reimbursement For Dual Medical Benefits.

A. Married employees, both employed by the Board District, may opt to waive one (1) medical insurance plan. The savings (based on respective premiums), from such waiver will be split evenly between the employee and the Board.

B. If an employee can furnish proof he/she is adequately covered by a comparable insurance plan and the employee opts to waive his/her coverage with the Board, the savings from such waiver shall be split evenly between the employee and the Board.

C. Only those individuals identified in Appendix K shall be eligible for reimbursement under this section.

The guidelines for the implementation of this program will be developed by the Joint Health Care Committee which will also determine the timeliness for implementation. The Local Union shall have the right, once a Plan is adopted, to accept or reject the Plan.

Section 28.16. Life Insurance. The District shall underwrite the cost of a Ten Thousand Dollar (\$10,000.00) Group Life Insurance policy for all bargaining unit employees. Additional coverage shall be made available to bargaining unit employees who may purchase such additional insurance by means of payroll deduction. Employees may purchase up to the limits of the policies in effect, but not less than \$150,000 coverage.

Section 28.17. Extended Coverage of Hospitalization and Life Insurance.

Coverage under the health and insurance programs will be extended through July and August for covered persons employed in positions which are normally school year active only. This extended coverage will terminate August 31 should the employee fail to return to active payroll status at this time.

Section 28.18. SERS Pick-Up. The district agrees to continue the "pickup" of employee retirement contributions to the School Employees Retirement System (SERS) in accordance with Ohio Attorney General's Opinion 82-097.

Section 28.19. 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 Local 407 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 Local 407 President regarding any terms and conditions set forth in this Article, including, without limitation: (1) mandatory re-enrollment; (2) selection of a Pharmacy Benefit Manager and review of that vendor's performance; (3) modifications to any portion of the article that will enhance benefits and/or control costs. Changes could include increased use of mail order prescriptions, drug deductibles, and such other modifications as the Subcommittee may want to consider; and (4) such other matters as the Subcommittee may elect to explore.

Should the Subcommittee purpose or recommend a change in any benefit level set forth in this article, the change requires the approval of the CEO and the Local 407 President.

Section 28.20. Opt-Out Option. During the enrollment period each year, employees will be provided with the option of declining health insurance coverage for the ensuing year. Such elections are irrevocable until the next annual enrollment period, provided, however, that if the employee's employment or marital status changes or the employee's spouse loses coverage, or any other "qualifying event" occurs, as that term is defined in ERISA, as amended, the employee and family may immediately be eligible for coverage. If the employee declines coverage for the year, s/he shall receive two semi-annual payments of \$250.00. These payments will be made in April and October. If the employee elects to change his/her coverage from family coverage to single (but would otherwise be eligible for continued family coverage) s/he will receive two semi-annual payments of \$125.00, payable in April and October. Any employee who has opted-out and has any change in spousal coverage may be eligible to re-enroll within the current year of employment provided that the employee returns a pro rata share of the payments received pursuant to this Section.

## ARTICLE 29 - PAY AND ALLOWANCE

**Section 29.1 Regular Rate of Pay.** The regular rate of pay for each position shall be in accordance with the rate established for each class as provided in the salary schedule.

**Section 29.2 Pay Checks.** All regular pay checks of employees in the bargaining unit shall be itemized to include all deductions, overtime, holiday pay, and additional wage benefits and will show sick leave accrued as of the date of issue.

**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.

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

The District will give employees the option to receive their pay spread over twenty-six (26) bi-weekly pay periods per year. Ten-month employees who do not make a specific affirmative choice to have their pay spread over 26 pay cycles will continue to be paid for the time worked on the regular bi-weekly pay cycle.

### Section 29.3 Pay Error.

(A) Any District pay error resulting in inaccurate payment for an employee in the bargaining unit shall be corrected and a supplemental check issued as soon as possible but not to exceed five (5) working days after the employee provides notice to the Transportation Department's Depot Manager of the error on a form supplied by the District. In the event that an accurate supplemental check is not issued within five (5) working days after the employee provides notice to the Transportation Department's payroll clerk, the District shall pay to the employee a penalty equaling five percent (5%) of the amount of the error. If the supplemental check is not issued within ten (10) working days, the District shall pay an additional one percent (1%) penalty to the employee, totaling six percent (6%) of the amount of the error. An additional one percent (1%) penalty shall accrue for each successive five (5) working day period in which the supplemental check was not issued.

If an inaccurate payment is the result of driver or attendant error, then the employee should notify the Transportation Depot Manager. Payment will be issued in the next regularly scheduled paycheck and no penalty amount shall apply if payment is made in the next regularly scheduled paycheck.



(B) The District will conduct sick and vacation audits on a yearly basis to be reported to local Union business representative by June 15 for 10-month employees and July 15 for 12-month employees.

Section 29.4 Special Payments. Any payroll adjustment due an employee in the bargaining unit as a result of working out of class, recomputation of hours, or other reasons other than procedural errors shall be made on a supplemental check issued as soon as practicable following notice to the Payroll Department. Any adjustments due to settlements and sustained grievances shall be made to the employee within thirty (30) calendar days after the grievance is sustained, settled or won.

Section 29.5 Lost Checks. Any pay check for an employee in the bargaining unit which is lost after receipt shall be replaced as soon as possible, but not to exceed seven (7) working days following the employee's demand of the Payroll Department for replacement of the check. Pay checks will not be mailed except when a pay day falls on a non-school day, or when the employee requests the check to be mailed during extended sick leave, leaves of absence and the employee's vacation.

Section 29.6 Pay for Promotions. Any employee in the bargaining unit receiving a promotion under the provisions of this Agreement shall be paid commensurate with the schedule established for the new classification. When an employee is promoted to a higher class, his salary or wage shall not be less than the wage which s/he left.

Section 29.7 Mileage. Any employee in the bargaining unit required to use their vehicle on District business shall be reimbursed as per the District authorized schedule in the Administrative Code for all miles driven on behalf of the District. The mileage computation shall include mileage necessary to return to the employee's normal job site after the completion of District business. Payment shall be requested and processed through the Workday payroll system.

Section 29.8 Meals. Any employee in the bargaining unit who, as a result of a work assignment, must have meals away from the District shall be reimbursed for costs as per rates established by District policy. Payment shall be requested and processed through the Workday payroll system.

Section 29.9 Lodging. Any employee in the bargaining unit who, as a result of a work assignment, must be lodged away from home overnight shall be reimbursed by the District as per the District authorized schedule in the Administrative Code. The District shall reimburse the employee for out-of-pocket expenses as soon as practicable after the employee has submitted an expense claim.

## ARTICLE 30 - WAGES

For all positions, effective July 1, 2024, all base wages will receive an increase of 4.0%, rounded to the nearest cent.

Effective July 1, 2025, all base wages will receive an increase of 2.0%, rounded to the nearest cent.

In the event the contract is extended to the 2026-27 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 base wages will receive an increase of 3.0%, rounded to the nearest cent.

Differentials, Longevity Increments and Stipends identified within the agreement will not be increased during the term of the agreement.

In addition to the wages increases described above:

- the Bus Driver salary schedule will be updated by the addition of a Step 8 that is 1.5% higher than the current Step 7; and
- the Bus Attendant salary schedule will be updated by the addition of a Step 5 that is 1.5% higher than the current Step 4.

In addition to the wages described in this Article, all members in active pay status on October 1, 2024, will receive a one-time stipend in the amount of five hundred dollars (\$500) payable on or before November 15, 2024. This stipend is not a base wage increase and is nonrecurring.

<b>Job Classification</b>	<b>July 1, 2024</b>	<b>July 1, 2025</b>	<b>July 1, 2026 (if extended)</b>
Bus Driver – Step 0	\$20.61	\$21.02	\$21.65
Bus Driver – Step 1	\$21.74	\$22.17	\$22.84
Bus Driver – Step 2	\$22.57	\$23.02	\$23.71
Bus Driver – Step 3	\$23.34	\$23.81	\$24.52
Bus Driver – Step 4	\$23.81	\$24.29	\$25.02
Bus Driver – Step 5	\$24.29	\$24.78	\$25.52
Bus Driver – Step 6	\$24.77	\$25.27	\$26.03
Bus Driver – Step 7	\$25.26	\$25.77	\$26.54
Bus Driver – Step 8	\$25.64	\$26.15	\$26.93

<b>Job Classification</b>	<b>July 1, 2024</b>	<b>July 1, 2025</b>	<b>July 1, 2026 (if extended)</b>
Bus Attendant – Step 0	\$17.76	\$18.12	\$18.66
Bus Attendant – Step 1	\$19.39	\$19.78	\$20.37
Bus Attendant – Step 2	\$20.21	\$20.61	\$21.23
Bus Attendant – Step 3	\$20.61	\$21.02	\$21.65
Bus Attendant – Step 4	\$21.02	\$21.44	\$22.08
Bus Attendant – Step 5	\$21.34	\$21.77	\$22.42

Lead Driver (650770) and Bus Driver Trainer (650780) Hourly Rates will be updated to reflect:

- 
- \$20.61 - \$25.64 in 2024-25
- \$21.02 - \$26.15 in 2025-26
- \$21.65 - \$26.93 in 2026-27 (if extended)

Bus Driver – Trainee Hourly Rates will be updated to reflect:

- \$12.31 in 2024-25
- \$12.56 in 2025-26
- \$12.94 in 2026-27 (if extended)

Bus Attendants who hold a Commercial Driver's License (CDL) will be paid an additional 1.5 hours of pay at their regular rate of pay for each day that Attendant drives.

Going forward, all eligible employees will progress by one step level effective September 1 of each year of the Contract.. Advancement to the next step becomes effective as of September 1 of each year for those employees who have completed a minimum of 6 months of service in the previous year.

Longevity Increments for Employees in Above Classifications

After twenty (20) years of service add \$.40 per hour to hourly rate. After twenty-five (25) years of service add \$.47 per hour to hourly rate. After thirty (30) years of service add \$.57 per hour to hourly rate. After thirty-five (35) years of service add \$.71 per hour to hourly rate.

Effective June 30, 2013, longevity will be frozen for all bargaining unit members hired prior to July 1, 2013. Bargaining unit members hired prior to July 1, 2013 with less than 20 years, will be eligible to receive longevity compensation at his/her 20-year mark and will then be frozen at the 20-year mark. Other bargaining unit members with more than 20 years will be eligible for whichever threshold amount they obtain on or before September 30, 2013. Any employee hired after July 1, 2013, will not be eligible at any time to receive longevity.

## ARTICLE 31 - SEVERANCE PAY

Section 31.1 An employee who has had ten (10) or more years of Cleveland Public School service may elect to receive at the time of retirement, under the appropriate state retirement system, a cash payment equal to the value of thirty percent (30%) their accumulated but unused sick leave credit to a maximum of \$30,000.00. In addition, ten percent of the accumulated but unused sick leave credit will be allocated to the District's sick leave bank to be available for use by Local 407 bargaining unit members.

If the retiring employee is on less than a full-time schedule at the time of retirement, the calculation of the thirty (30) days (or whatever days are due) is to be based on the average work day during the year immediately preceding the effective date of retirement.

The calculation of severance pay shall be made on the basis of each eligible employee's regular daily rate of compensation at the time of retirement. Excluded from such calculations shall be longevity differentials, all premium payments, regularly scheduled overtime and all other forms of additional or supplemental compensation.

Severance pay shall be given only to those employees who have given the District written notice, on such forms as may be prescribed by the Human Resources or Payroll Department prior to the date of retirement or Division of Personnel prior to the date of retirement or prior to the last day in earning status, whichever may occur earlier.

The receipt of severance pay shall eliminate and forever cancel all future claims to all sick leave accumulated but unused by the employee at the time of retirement.

The payment of severance pay shall be made only once to any employee. Such payment shall be made in January following the year in which the retirement becomes effective.

### Section 31.2. Severance Pay & Deferral Plan.

A. Notwithstanding anything in district policies to the contrary, in accordance with this labor contract and any related provisions of a plan document adopted by the District to comply with the requirements of Internal Revenue Code ("IRC") Section 403(b), retiring employees shall have their severance pay mandatorily paid into an annuity contract or custodial account that is designated to meet the tax-qualifications requirements of IRC Section 403(b) ("Tax Sheltered Annuity" [TSA]), hereinafter referred to as the "403(b) Plan." The provisions of this Article are effective for all employees whose effective date of retirement is after July 1, 2007.

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

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

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

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

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

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

maximum amount that is permitted under the 403(b) Plan for such calendar year, the excess shall be paid to the Participant in cash.

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

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

G. If a bargaining unit employee is entitled to Severance Pay and is not required to be a Participant in the 403(b) Plan, the bargaining unit member's Severance Pay shall be payable to the bargaining unit employee in a lump sum cash payment by a date selected by the Chief Financial Officer (CFO) that is no later than 2-1/2 months after the last day of the bargaining unit employee's employment. However, in accordance with the requirements of IRC Section 403(b) and other applicable federal income tax law, a bargaining unit employee may elect to have all or a portion of the bargaining unit employee's Severance Pay deferred into a TSA or into a trust, custodial account or annuity that is intended to be part of a deferred compensation plan that is tax-qualified under IRC Section 457(b) ("Section 457 Plan") that is otherwise maintained by the District for its employees.

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

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

H. All contributions to the 403(b) Plan and all deferrals to a TSA or section 457 Plan, and all cash payments to all bargaining unit employees, shall be subject to reduction for any tax withholding or other withholding that the CFO determines is required by law. Neither the District, nor the CFO, nor Local 407 guarantee any tax results associated with the 403(b) Plan or deferrals to a TSA or Section 457 Plan, or cash payments made to a bargaining unit employee.

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

## ARTICLE 32 - NO STRIKE/NO LOCKOUT

Section 32. Employees represented by the Union shall not engage in any strike, sit down or work stoppage during the life of this Agreement, nor will the District engage in a lockout during the life of this Agreement.

## ARTICLE 33 - SAVINGS CLAUSE

Section 33.1 Any provision of this Agreement which may be in violation of State or Federal laws, State or Federal Acts, statutes, regulations or orders, or any revision thereof, now effective or which may become effective during the term of this Agreement, shall be considered void. In the event that any provision of this Agreement is thus voided, the balance of the Agreement and its provisions shall remain in effect for the term of the Agreement. Either party will, at the request of the other, negotiate with respect to the subject matter of such voided provisions, but such negotiations shall not include other terms or provisions of this Agreement, except to the extent that they are affected by the voided provision.

#### ARTICLE 34 - WORK RULES

SECTION 34.1. When existing work rules are changed or new work rules are established, the Union shall receive a copy of the changed or new work rule no later than thirty (30) days prior to implementation of the rule. The Union shall have the right to meet and confer with the District on the application of the rule(s). Provided, however, that the district will negotiate with the Union before adding any offenses to the work rules, changing conditions resulting in points, or increasing the number of points for a particular offense.

#### ARTICLE 35 - DRUG TESTING POLICY

Where 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 CDL Drug Testing regulations such employee will be directed to report to the District designated physician or medical clinic, on District time and expense, for a fitness for duty examination. This will involve appropriate testing, including possible urine or blood tests or breathalyzer exam as determined by the appropriate medical personnel. The circumstances supporting the allegation shall be reduced to writing, signed by two (2) referring supervisors who have received drug/alcohol abuse education, and provided to the appropriate personnel and the Union prior to testing.

An employee may be referred for such fitness for duty screening if two (2) referring supervisors who have received drug/alcohol abuse education have a reasonable suspicion that the employee is then under the influence of alcohol or a controlled substance. The demand for a urine, blood or breath specimen shall be made based only upon specific, objective facts, and reasonable inferences drawn from those facts in light of experience, that the employee is then under the influence of drugs or alcohol so as to endanger fellow employees, the public, or otherwise adversely impact on the employee's ability to perform his or her job duties. In addition, employees may be referred for mandatory urine, blood or breathalyzer tests to determine substance abuse as part of a disciplinary probation for employees who have violated the District's drug and alcohol rules.

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

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

No employee who is out of service due to a positive drug test shall be returned to work until he/she has a negative drug test. However, an employee who has been out of service due to a positive drug test and who tests positive before returning to work shall not be terminated by reason of a second positive test, provided that, in the opinion of the testing physician, the second positive test is a result of the substance not being fully processed out of the employee's system. If, however, the testing physician determines that the second positive test is a result of continued substance abuse said employee may be terminated as having a second positive test within twenty-four (24) months, as provided in the Side Letter of Agreement. Employees shall be provided a copy of all test results, including the amount/ level of substance(s) detected. If a second positive test is performed by the District, the employee shall pay the \$25.00 for the cost of the test.

The results of a drug or alcohol screening test will be kept strictly confidential. An employee who tests positive for drugs and/or alcohol will have the opportunity to review the test results and, if desired, a reasonable opportunity to rebut the results. Copies of any such evaluation shall be provided to the District and to the individual tested. Where urine or blood samples have been taken, the samples will be preserved for a reasonable period of time and such employee will have the opportunity to take these samples to a reputable physician, or laboratory of his or her choosing for a re-testing. An employee shall be deemed to have failed an alcohol test if:

(1) The person has a concentration of ten-hundredths (10/100) of one-percent (1%) or more by weight of alcohol in his 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 his breath;

(3) The person has a concentration of fourteen-hundredths (14/100) of one (1) gram or more by weight of alcohol per one hundred (100) milliliters of his urine.

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

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

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

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

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

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

The Union shall be indemnified and held harmless by the District for any violation of an employee's constitutional common law, or statutory rights. The District agrees that it will employ this or a substantially similar drug/alcohol testing procedure with all other District employees.

## ARTICLE 36 - ATTENDANCE POLICY

### A. Satisfactory Attendance

Absenteeism occurs when a District employee fails to report to work as scheduled. The impact of excessive absenteeism is increased cost in:

1. Lost wages/salaries
2. Benefit payments

3. Premium pay for overtime work
4. Under-utilization of facilities
5. Substandard transportation services (both quantity and quality)

Satisfactory attendance and punctuality are conditions of employment. We can achieve success in serving the community only if employees are committed to being on the job and on time every day.

B. Attendance Policy

The Attendance Policy applicable to bargaining unit employees is contained in a Memorandum of Understanding attached to this Agreement.

C. Sick Leave

- 1) Employees must report absences and the reasons for such absences to their supervisor in order to be eligible for paid sick leave and/or be considered an excused absence.
- 2) Employees shall submit a signed statement on forms provided by the board to justify the use of sick leave. If medical attention is required, the employee's statement shall list the name, address and phone number of the attending physician along with the date and actual time of the appointment.

ARTICLE 37 - RETURN TO WORK/TRANSITIONAL WORK PROGRAM

Effective 07/01/2007, any employee who is assaulted or disabled while in the performance of his/her duties, under such circumstances as would cause such injury or disability to be compensable under the Workers' Compensation Laws of the State of Ohio shall have the following options:

Option A

Remain on the regular payroll of Management through the Cleveland Metropolitan School District Wage Continuation Program; or

Option B

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

However, an employee who has settled his/her workers' compensation claim with Cleveland Metropolitan School District through the Industrial Commission will not be eligible to participate in the Return-to-Work/Transitional Work Program for the conditions which were settled.

**OPTION A- Cleveland Metropolitan School District Wage Continuation Program** An employee who elects to participate in the Cleveland Metropolitan School District (CMSD) Wage Continuation Program agrees to the terms and stipulations as described in the Cleveland Metropolitan School District Return to Work/Transitional Work Program (See Appendix L). Such Return to Work/Transitional Work Program is a cooperative effort between labor and management, mutually agreed upon.

Eligibility for the Cleveland Metropolitan School District Wage Continuation Program requires the employee to be off work due to a work related injury, provided the employee reports the injury within twenty-four (24) hours of the incident of illness or injury. A Workers' Compensation claim will be filed for payment of medical benefits through the Bureau of Workers' Compensation. Paid leave shall be granted for a period of time as recommended by a Provider from the CMSD Preferred Provider Panel not to exceed two (2) years from the date of injury during which time the employee will remain on the District's payroll, provided proof of continued disability is submitted. Such proof shall be accompanied by a "statement of attending physician" setting forth the illness or injury, work restrictions, if any, estimated duration of disability, and estimated return to work date. Attending physician statements must be submitted to the District within forty-eight (48) hours of treatment. Should these requirements not be fulfilled by the employees, the request for wage continuation extension may not be considered. All benefits, including insurance, will continue during the duration of the Wage Continuation Program.

If an employee returns to full duty work for less than six (6) months and then is disabled at a later date due to the same injury, he/she may request to reactivate the Wage Continuation Program provided the employee is still following the requirements of the program and proper medical proof is submitted to Management; and, thereafter, may follow the procedure outlined above for the remainder of time unused of the original two (2) years of eligibility under the program. Such an employee who has returned to work for six (6) months or longer is eligible for an additional two (2) years of eligibility under the program.

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

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

When electing to utilize accumulated sick leave and other accrued leave, the employee will remain on payroll and will continue to receive all benefits, including insurance, but will not be eligible to receive compensation from the Bureau of workers' Compensation.

When electing to utilize unpaid Workers' Compensation leave the employee will go off payroll and will continue to receive health insurance for the period of time applicable under any requested eligible leave. The employee may file to receive Workers' Compensation payments for which he/she may be eligible. The employee and the District retain their respective rights under the Workers' Compensation Act.

When the amount of time the employee has available under one alternative has been exhausted, he/she will be placed under the other alternative. If the employee does not elect an alternative, the employee will be placed on unpaid Workers' Compensation leave. Continuation of insurance benefits, once all leave is exhausted, shall be for the balance of the month plus two (2) additional months. Thereafter, the employee may continue benefits according to COBRA regulations.

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

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

#### OPTION B- UNPAID WORKERS' COMPENSATION LEAVE

Notice of intent to participate in the CMSD Wage Continuation Program must be given within three (3) work days of the injury. Otherwise, an injured worker who does not choose Option A will be placed in Option B. An employee electing not to be treated by CMSD's Preferred Provider Panel physician or who elects not to follow that physician's recommended program and go only to the physician of their choice shall not be entitled to participate in the Wage Continuation Program as described above (Option A). Such an employee electing not to participate in the Wage Continuation Program will be removed from payroll and will be placed on an approved unpaid Workers' Compensation leave of absence. Any and all work-related injury claims will be processed through and conform with the Workers' Compensation Act. The District and employee will retain their respective rights to pursue/defend any claims under the Workers' Compensation Act, including but not limited to CMSD's right to



offer work within the employee's work restrictions and CMSD's right to have the employee examined by a physician of its own choosing.

An employee's eligibility for continuation of insurance benefits will be for the length of time the employee is eligible to receive temporary total disability or the length of the unpaid Workers' Compensation leave under this provision, whichever is less. Insurance benefits will also be continued during utilization of any sick leave accumulation and other accrued time. The employee is responsible for the payment of the full cost of such wage continuation.

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

## GENERAL

CMSD reserves the right to recoup benefit payments to any employee who is guilty of submitting a false claim, or abuse of any of the provisions covered in Article 37 or working for another employer while 'on leave under this policy, and may take disciplinary action.

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

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

Any employee choosing Assault Pay will be eligible for Option A provided that CMSD's Preferred Provider Panel is utilized. Leave used under Assault Pay will be deducted from the two year paid Wage Continuation Program.

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

Attached as Appendix L is the Return to Work/Transitional Work Program Statement of Policy.

## ARTICLE 38 - DURATION

Section 38.1. This Agreement shall be effective, July 1, 2024 through June 30, 2026.

If, by January 1, 2025, 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 certify the availability of funds 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 certify the availability of funds 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 described in Article 30 will go into effect for that year.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the dates listed below.

THE BOARD OF EDUCATION OF THE CLEVELAND  
MUNICIPAL SCHOOL DISTRICT

By

Date

1-23-2025

TRUCK DRIVERS UNION, LOCAL NO. 407  
Affiliated with the  
International Brotherhood of Teamsters

By

Dennis Roberts, President

By

Paul Wojnar, Secretary-Treasurer

By

Mark Bresky, Recording Secretary

### Negotiating Committee

Jermiah Cheffen  
James Savage  
Norman Sullivan  
Kimberly Williams

## APPENDIX A

### CLASSIFIED HOURLY RATE SCHEDULE

For all positions, effective July 1, 2024, all base wages will receive an increase of 4.0%, rounded to the nearest cent.

Effective July 1, 2025, all base wages will receive an increase of 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 base wages will receive an increase of 3.0%, rounded to the nearest cent.

Differentials, Longevity Increments and Stipends identified within the agreement will not be increased during the term of the agreement.

In addition to the wages increases described above:

- the Bus Driver salary schedule will be updated by the addition of a Step 8 that is 1.5% higher than the current Step 7; and
- the Bus Attendant salary schedule will be updated by the addition of a Step 5 that is 1.5% higher than the current Step 4.

In addition to the wages described in this Article, all members in active pay status on October 1, 2024, will receive a one-time stipend in the amount of five hundred dollars (\$500) payable on or before November 15, 2024. This stipend is not a base wage increase and is nonrecurring.

<b>Job Classification</b>	<b>July 1, 2024</b>	<b>July 1, 2025</b>	<b>July 1, 2026 (if extended)</b>
Bus Driver – Step 0	\$20.61	\$21.02	\$21.65
Bus Driver – Step 1	\$21.74	\$22.17	\$22.84
Bus Driver – Step 2	\$22.57	\$23.02	\$23.71
Bus Driver – Step 3	\$23.34	\$23.81	\$24.52
Bus Driver – Step 4	\$23.81	\$24.29	\$25.02
Bus Driver – Step 5	\$24.29	\$24.78	\$25.52
Bus Driver – Step 6	\$24.77	\$25.27	\$26.03
Bus Driver – Step 7	\$25.26	\$25.77	\$26.54
Bus Driver – Step 8	\$25.64	\$26.15	\$26.93

<b>Bus Attendant</b>				
<b>Job Classification</b>		<b>July 1, 2024</b>	<b>July 1, 2025</b>	<b>July 1, 2026 (if extended)</b>
Bus Attendant – Step 0		\$17.76	\$18.12	\$18.66
Bus Attendant – Step 1		\$19.39	\$19.78	\$20.37
Bus Attendant – Step 2		\$20.21	\$20.61	\$21.23
Bus Attendant – Step 3		\$20.61	\$21.02	\$21.65
Bus Attendant – Step 4		\$21.02	\$21.44	\$22.08
Bus Attendant – Step 5		\$21.34	\$21.77	\$22.42

Lead Driver (650770) and Bus Driver Trainer (650780) Hourly Rates will be updated to reflect:

- 
- \$20.61 - \$25.64 in 2024-25
- \$21.02 - \$26.15 in 2025-26
- \$21.65 - \$26.93 in 2026-27 (if extended)

Bus Driver – Trainee Hourly Rates will be updated to reflect:

- \$12.31 in 2024-25
- \$12.56 in 2025-26
- \$12.94 in 2026-27 (if extended)

## APPENDIX B

# Memorandum of Understanding – Attendance

This Attendance Policy is in effect for all drivers and attendants without regard to the attendance policy that may be in effect for employees in any other bargaining unit in the District.

### Absence and Tardiness Infraction Policy

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

### Definitions

#### Excused Absence

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

#### Unexcused Absence/Tardy

An unexcused absence can be 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.

#### Excessive Absenteeism/Tardiness

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

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

#### Tardiness/Early Departure

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

#### Employee Required to Provide Notification to Supervisor/Lead Person

An employee is required to provide notification to his/her supervisor/lead person if the employee is unable to be at work on time or are otherwise unable to work as scheduled. When an employee cannot avoid being late to work or is unable to work as scheduled, the employee is expected to provide notice to his/her supervisor/ lead

person using the designated call-in procedure as soon as possible in advance of the anticipated tardiness or absence.

### **Absence Reporting**

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

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

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

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

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

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

Employees who will be absent in the morning only should notify the depot of their intent to return to work for the afternoon shift. A supervisor may deny an employee the right to return to work in the afternoon if the employee did not indicate this intention when reporting the absence. If an employee is allowed to return to work after failing to report afternoon presence, a supervisor may assign the employee to other duties than the assigned route.

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

### **Absence Occurrence**

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

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

### **Progressive Discipline for Absence, Tardy or Early Departure Infractions**

#### **Disciplinary Action Steps**

The District policy of disciplinary action for attendance consists of 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 his/her request and will have a meaningful opportunity to respond to the allegations and present information about any mitigating circumstances.

#### **Step One: Counseling**

After the first occurrence, (or two half occurrences) as defined above, the supervisor will provide a warning to the employee through a documented conversation with the employee in order to improve the attendance concerns and put the employee on notice that additional attendance issues will result in disciplinary action. The purpose of this counseling meeting is to provide the employee with an opportunity to be made aware of conduct which could lead to discipline and to provide the employee with an opportunity to improve. This counseling meeting will not be considered as discipline and will not be included in the employee's personnel file.

#### **Step Two: Written Reprimand**

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

#### **Step Three: Three Day Suspension Without Pay**

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

#### **Step Four: Five Day Suspension Without Pay**

Following Step Three, when an employee incurs an additional absence occurrence (or two half occurrences), the employee will receive a five-day suspension.

#### **Step Five: Termination**

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

#### **Disciplinary Action Track for Attendance Infractions**

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

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

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

#### **Length of Time Disciplinary Action and Occurrences Remain Active**

Occurrences will "drop off" the employee's record and not be counted against him or her after 12 months. Disciplinary action is active for a period of rolling twelve months after the date of the underlying occurrence and will then "drop off" the employee's record and not be counted against him or her for purposes of progressive discipline.

#### **Progressive Discipline Matrix**

Step	Infraction/Occurrences	Penalty
1	One occurrence (or two half occurrences) in a rolling 12-month period	Verbal Counseling
2	Two occurrences (or combination of full and half occurrences equaling two) in a rolling 12-month period	Written Warning
3	Three occurrences (or combination of full and half occurrences equaling three) in a rolling 12-month period	Three-Day Unpaid Suspension

4	Four occurrences (or combination of full and half occurrences equaling four) in a rolling 12-month period	Five-Day Unpaid Suspension
5	Five occurrences (or combination of full and half occurrences equaling five) in a rolling 12-month period	Termination
	Knowingly falsifying time records	Up to and including termination
	Four days no-call/no-show	Termination



APPENDIX C

PERSONAL HEALTH INFORMATION  
RESTRICTED USE AGREEMENT AND AUTHORIZATION FORM:

The undersigned hereby is authorized to receive, and agrees to use, individually identifiable health information of \_\_\_\_\_ only in the manner described below. This Agreement and Authorization is voluntary and may be revoked at any time except to the extent any party signatory hereto has taken action in reliance on this Agreement and Authorization. I further understand if the person or organization authorized to receive this information is not a covered entity under applicable law, the released information may no longer be protected by the Federal privacy regulation.

Describe in detail the personal health information that is subject to this Agreement and Authorization:

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Describe in detail the personal health information that is subject to this Agreement and Authorization:

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After completion of the authorized use of the identifiable health information as described above, any party signatory to this Agreement and Authorization and in possession of such information agree that they shall either destroy all documents, or promptly return them to \_\_\_\_\_, or his or her designated representative. Under no circumstances shall any party signatory to this Agreement and in possession of such identifiable health information, be authorized to use such information for any purpose other than as described above.

\_\_\_\_\_  
Expiration Date of Authorization

\_\_\_\_\_  
Signature of Individual filing This Authorization

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Date

=====

\_\_\_\_\_  
Signature of User of Identifiable Health Information

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Organization Using Identifiable Health Information

\_\_\_\_\_  
Date

## APPENDIX D

### *Basic, Voluntary, Dependent and Portable Life Insurance*

Life Insurance Benefits	Consumer Life Insurance Company (A MMOH subsidiary)
Basic Life Insurance	All employees who belong to an eligible class, and are working a minimum of 19 hours per week are eligible for this coverage.
Late Enrollees or Increases In Coverage	If you do not enroll in Voluntary or Portable Life when you are first eligible as a new hire and wish to enroll at a later time or increase your amount during Open Enrollment, you will be required to complete an Evidence of Insurability Form. Premiums will be deducted from your paycheck beginning the month following approval by the insurance company.

- **Basic Life Insurance** is paid in full by Cleveland Metropolitan School District
- **Voluntary Life Insurance** is elected and paid in full by you. You may purchase Voluntary Life in units. One (1) unit equals \$25,000. The maximum you may buy is six (6) units. The maximum life insurance volume that you may purchase is \$150,000. Voluntary insurance reduces by 50% at age 70 and terminates on retirement. If you are not actively at work on the date of any increase in benefits, your increase in coverage will not become effective until return to work. This Life Insurance product is not portable and terminates when you leave CMSD.
- **Voluntary Portable Life Insurance** is elected and paid in full by you. Portable Life insurance is purchased in units. One (1) unit equals \$10,000. The maximum you may buy is thirty (30) units. The maximum volume of insurance that you may purchase is \$300,000. The benefit of this Life Insurance product is that you may continue your coverage should you leave CMSD.
- **Voluntary Dependent Life Insurance** is elected and paid in full by you. There are two choices of Dependent Life Insurance benefit amounts available to you.
- **Beneficiary Designation:** You may update your beneficiary designation through the benefits email box. The email address is [\*\*benefits@clevelandmetroschools.org\*\*](mailto:benefits@clevelandmetroschools.org)

### *Voluntary, Dependent and Portable Life Insurance*

Employee Contributions for Voluntary Life Insurance		
Employee Contributions for Voluntary Life Insurance	Age Schedule	Monthly Rate per <b>\$25,000</b>
	Under age 34	\$ 1.50
	35-39	1.75
	40-44	1.75
	45-49	2.75
	50-54	4.00
	55-59	6.25
	60-64	12.50
	65-69	18.50
	70 and over	26.75

Employee Contributions for Portable Life Insurance		
Employee Contributions for Portable Life Insurance	Age Schedule	Monthly Rate per <b>\$10,000</b>
	Under age 34	\$ 0.30
	35-39	0.40
	40-44	0.60
	45-49	1.00
	50-54	1.40
	55--59	2.40
	60-64	4.10
	65-69	6.40
	70 and over	10.00

Dependent Life Insurance		
Employee Contributions for Dependent Life Insurance	<b>Option I</b>	<b>Option II</b>
	Spouse \$ 5,000	Spouse \$ 10,000
	Child(ren) \$ 2,500	Child(ren) \$ 5,000
	\$100 age 15 days to 6 months	\$100 age 15 days to 6 months
	\$2,500 age 6 months to 21 years or age 23 if a full time student	\$5,000 age 6 months to 21 years or age 23 if a full time student
	<i>Option I monthly rate:</i>	<i>Option II monthly rate:</i>
	Family Unit \$ 1.75	Family Unit \$3.50
	Spouse Only \$ 1.35	Spouse Only \$2.70
	Child(ren) Only \$ 0.40	Child(ren) Only \$0.80

*The above chart is a broad summary of benefits and other plan provisions and limitations may apply. If there is a discrepancy between the plan document and this summary, the plan document will prevail.*

## APPENDIX E

### Employee Assistance Program (EAP)

The District recognizes that from time to time each of us may experience difficulties that we may be unable to handle on our own. Help is provided through our Employee Assistance Program at **no charge to you**. This program is managed by the Center for Families and Children. The name of the program is EASE@WORK.

**216-241-EASE (3273) or 1-800-521-3273 or <http://www.easeatwork.com>**

All employees and eligible family members have confidential and convenient access to:

- A network of highly qualified, independently licensed counselors
- Short-term assessment and counseling services
- 24/7 availability for emergencies

EASE@WORK offers a variety of counseling programs:

- Stress management
- Depression / anxiety
- Relationship issues
- Conflict resolution
- Anger management
- Grief
- Substance abuse and dependency

EASE@WORK provides short-term counseling, referral services for child care and elder care needs, legal and financial assistance, retirement coaching and wellness services. The goal is to help identify problems, find solutions and plan for the future. Note that in-person or Virtual Counseling is also offered.

***One call or email is all it takes!***

## APPENDIX F

### CLEVELAND METROPOLITAN SCHOOL DISTRICT

#### Payroll Deductions (Bi-Monthly) Effective 1/1/22

Local 407	CALENDAR YEAR			
Full time Employees	Single – Wellness	Single – No Wellness	Family <sup>1</sup> – Wellness	Family <sup>1</sup> – No Wellness
Aetna	\$ 42.50	\$ 55.00	\$ 95.00	\$ 117.50
UHChoice	\$ 17.50	\$ 25.00	\$ 50.00	\$ 60.00
MMO-SuperMed Plus PPO	\$ 42.50	\$ 55.00	\$ 95.00	\$ 117.50
Basic Dental	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Enhanced Dental	\$ 6.83		\$ 22.15	
Vision-United Healthcare, Union Eye Care	\$0.00			

<sup>1</sup> Working Spouse shall pay the following monthly surcharge for coverage as primary under any CMSD plan option: \$150.00 for the life of the contract (\$75.00 each bi-monthly payroll deduction).

For Aetna and MMO coverage, at present the rates are unknown; the amounts in the chart represent the maximum amount that an employee could have deducted. Employees will pay 10% of the premium (COBRA equivalency), subject to the hard caps referenced above. The effective date of the rate change shall be January 1, 2022 and each January 1 thereafter.

Changes to deductions are made on the calendar year.

---

<sup>1</sup> Working Spouse shall pay the following monthly surcharge for coverage as primary under any CMSD plan option: \$150.00 for the life of the contract (\$75.00 each bi-monthly payroll deduction).

## APPENDIX G

### Medical Benefit Summary

<b>Benefits</b>	<b>UHChoice</b>  <b>Network Only</b> (no coverage if outside UHChoice, except in emergency)	<b>AETNA</b>  <b>Network/Non-Network</b>	<b>MMO-SUPERMED PLUS PRO</b>  <b>Network/Non-Network</b>
<b>Hospital Services</b> (Emergency Co-pay (ER), Urgent Care Co-pay (UC))	\$50 Co-Pay (ER) \$25 Co-pay (UC)	\$100 Co-pay (ER) \$35 Co-pay (UC) / 70%	\$100 Co-pay (ER) \$35 Co-pay (UC) / 80%
<b>Physician Services</b> (office Visit)	\$10 Co-pay	\$20 Co-pay / 70%	\$20 Co-pay / 80%
<b>Specialist Office Visit</b>	\$25.00	\$30.00 / 70%	\$30.00 / 80%
<b>Physician Services</b> (Surgery, 2 <sup>nd</sup> Surgery Opinion)	100%	100% / 70%	100% / 80%
<b>Physician Services</b> (X-Ray & Lab)	100%	100% / 70%	100% / 80%
<b>Prescription Drug</b>			
Generic	\$5 Co-pay	\$5 Co-pay	\$5 Co-pay
Formulary	\$10 Co-pay	\$15 Co-pay	\$15 Co-pay
Non-Formulary	\$10 Co-pay	\$20 Co-pay	\$20 Co-pay
Contraceptives	Covered	Covered	Covered
<b>Mail Order / Days Supply per prescription</b>	90 Days	90 Days	90 Days
Generic	\$5 Co-pay	\$10 Co-pay	\$10 Co-pay
Formulary	\$10 Co-pay	\$30 Co-pay	\$30 Co-pay
Non-Formulary	\$10 Co-pay	\$40 Co-pay	\$40 Co-pay

<b>Physical / Occupational Therapy</b>	\$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
<b>Speech Therapy</b>	\$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
<b>Mental Health (MH) and Substance Abuse (SA)</b>			
Mental Health – In Patient	100%	100% / 70%	100 % / 80%
Substance Abuse – In patient	100%	100% / 70%	100% / 50%
MH & SA – In patient (Combined)	Unlimited	Unlimited	Unlimited
Mental Health – Outpatient	20 visits per year at \$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 / 50% after deductible
MH & SA – Outpatient (Combined)	Unlimited	Unlimited	Unlimited
<b>Major Medical</b>			
Single (deductible)	\$0	\$0 / \$250	\$0 / \$250
Family (deductible)	\$0	\$0 / \$500	\$0 / \$500
Single (Max Out-of-Pocket for Co-Insurance)	\$0 (excludes payroll contributions)	\$0 / \$2,250 (excludes deductible and payroll contributions)	\$0 / \$2,000 (excludes deductible and payroll contributions)
Family (Max Out-of-Pocket for Co-Insurance)	\$0 (excludes payroll contributions)	\$0 / \$4,500 (excludes deductible and payroll contributions)	\$0 / \$4,000 (excludes deductible and payroll contributions)
Dependent Age Limit	To Age 26	To Age 26	To Age 26
Lifetime Maximum	Unlimited	Unlimited	Unlimited
Special Feature-Durable Med. Equip.	100%	100% / 70%	100% / 80%
Special Feature-Hospice	100%	100%	100%
Special Feature-Skilled Nursing	100%	100% / 70%	100% / 80%
Special Feature-Organ Transplant	100%	100% / 70% (if pre-authorized)	100% / 50% Separate \$1 Million Lifetime
Infertility Services	70% - See Certificate for exclusions	Not Covered	Not Covered

The above chart is a broad summary of the medical and prescription drug insurance provisions. Other plan provisions and limitations may apply.

If there is a discrepancy between the plan document and this bulletin, the plan document will prevail. See Certificate of Coverage for details.



APPENDIX H

[Physician Certification]  
Form available on line on District website

Date \_\_\_\_\_

[Name and Address of  
Independent Third Party]

To whom it may concern:

On \_\_\_\_\_, \_\_\_\_\_ successfully completed biometric  
[Date of completion] [Individual's name]  
testing consisting of BMI, glucose, blood pressure and cholesterol testing.

\_\_\_\_\_  
[Name and address of Physician]

Appendix I

DENTAL BENEFIT SUMMARY

**MetLife Insurance**  
**Effective 1/1/22**

Description	Basic		Enhanced	
<b>Deductible</b>	\$25 Individual / \$50 Family		\$25 Individual / \$50 Family	
<b>Calendar Year Maximum</b>	\$1,500 per person		\$2,500 per person	
	In-Network	Out-of-Network	In-Network	Out-of-Network
<b>Preventative</b> Oral Examinations – 2 per year Prophylaxis (cleanings – 2 per year Topical Fluoride Applications – to age 14 annually Bitewing X-rays – once per year Full Mouth X-rays – once every 60 months Space Maintainers for children under 14	100% of PDP Fee*	100% of R&C Fee**	100% of PDP Fee*	100% of R&C Fee**
<b>Basic</b> Fillings, Simple Extractions, Endodontics, Oral Surgery, Periodontics, General Anesthesia, Consultations	80% of PDP Fee*	80% of R&C Fee**	80% of PDP Fee*	80% of R&C Fee**
<b>Major</b> Bridges and Dentures – once every 5 years Inlays, Onlays & Crowns – once every 5 years Prosthetics (Fixed) – once every 5 years Crown Build-ups Veneers, :Harmful Habit Appliance, Crown, Denture & Bridge Repair Implants(Covered under the Enhanced Plan only)-Installation once per 60 months; maintenance once per 12 months	20% of PDP Fee*	20% of R&C Fee**	80% of PDP Fee*	80% of R&C Fee**

<b>Orthodontics</b> – Child Only Dependents covered until age 19	20% of PDP Fee*	20% of R&C Fee**	80% of PDP Fee*	80% of R&C Fee**
<b>Orthodontia Lifetime Maximum</b>	\$1,500 per person	\$1,500 per person	\$2,500 per person	\$2,500 per person
<p>*PDP Fee refers to the negotiated fees that participating PDP dentists have agreed to accept as payment in full.</p> <p>**Reasonable and Customary charge is based on the lesser: (1) the dentist's actual charge (2) the dentist's actual charge for the same or similar services or (3) the usual charge of most dentists in the same geographical area for the same or similar service as determined by MetLife.</p>				

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

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

## APPENDIX J

# Vision insurance benefits summary

Union Eye Care (Locals 407, 436, and Building Trades)	
<b>Examination</b> One exam every 24 months for employees and dependents 19 years of age or older, and once every 12 months for employees and dependents under age 19	Regular spectacle exam; Full Coverage Contact lens exam: \$40.00 Allowance
<b>Lenses / Frames</b> One pair every 24 months for employees and dependents 19 years of age or older, and once every 12 months for employees and dependents under age 19	Single Vision Full Coverage Standard Bifocals Full Coverage Standard Trifocals Full Coverage Lenticular or Aphakic Lens Full Coverage Frames \$70.00 Allowance
<b>Contact Lenses</b> In lieu of frame and lenses, every 24 months for employees and dependents 19 years of age or older, and every 12 months for employees and dependents under age 19	\$100.00 Allowance

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

## APPENDIX K

### EMPLOYEES ELIGIBLE FOR REIMBURSEMENT FOR DUAL MEDICAL BENEFITS

Employee	Coverage Type	Eligibility
Canady, Patricia A.	Single	Eligible for family
Sanchez, Ruth	Family	
Stanton, Clarence	Family	
Young, Sharron D.	Family	
Torres, Angel	Single	

## APPENDIX L

### CLEVELAND METROPOLITAN SCHOOLS RETURN TO WORK/ TRANSITIONAL WORK PROGRAM

#### Statement of Policy

Cleveland Metropolitan Schools has experienced ever increasing costs in the area of Workers' Compensation. It is the goal of both management and labor to implement a return to work/transitional work program that will assist in reducing these costs as well as benefiting the injured employee and Management. These benefits include, but are not limited to:

#### For Employee

- Increased morale
- Full wage vs. 72%, then 66-2/3% after 12 weeks of BWC compensation
- No interruption of benefits
- More "hands-on" claims management
- Ability to return to work as determined by physician

#### For Management

- Reduced workers' compensation costs
- Increased productivity
- Decreased absenteeism
- Increased employee relations
- More "hands-on" claims management
- Assistance with compliance to ADA and FMLA

This program shall emphasize that job accommodation, modified duty activity or transitional work will not aggravate the medical condition of injured employees. Every effort will be made to ensure that their safety and health will be protected while they are working within physical restrictions. Additionally, job accommodation, alternate duty assignments, and transitional work are meant to be temporary, not permanent work assignments.

#### Goals & Objectives

Managed return to work allows employees who are temporarily or partially disabled due to work-related injuries or illnesses to return to the workplace in a restricted or modified capacity and be productive before they are able to return to their normally assigned duties at full capacity. The goals and objectives for the Cleveland Metropolitan Schools Return to Work/ Transitional Work program include, but are not limited to:

- Develop a plan to return injured employees to work safely and in a meaningful capacity, without risk of re-injury, aggravation of the injury, or risk to others.
- Ensure that managed return-to-work develops within the requirements of the Americans with Disabilities Act (ADA) and applicable state laws.
- Coordinate with Human Resources representatives.
- Create an effective process for monitoring injured employees from the date of injury or illness until the injury is resolved or the injured worker is maximum medically improved (MMI)/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 LOCAL 407's bargaining units are intended for LOCAL 407's 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. 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. Each alternate duty job shall be assessed/analyzed and its physical requirements documented. Returning injured employees will be matched with suitable alternate work, given his/her medical restrictions. Alternate duty assignments shall keep pace with the injured workers improvement and shall not be considered either long-term or permanent.

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

be obtained off-site in a hospital or rehabilitation center setting.

### **Coordinating with Treating Physician**

A Cleveland Metropolitan Schools preferred provider network and facility(s) will be selected 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 Metropolitan Schools' Managed Care Organization. If scheduling during non-working hours is not possible, an employee shall be given up to two (2) hours release time with approval of Management, if needed, for follow-up appointments and/or physical therapy appointments.

## **Permanent Restrictions/Disability**

In the event that an employee cannot be returned to work due to permanent restrictions in their regular job or alternate position, 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 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 an independent medical examination 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 his 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 independent medical examination and the employee's preferred provider on the employee's work restrictions and/or vocational rehabilitation eligibility, and the employee should request it, 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.

*Affiliated with the International Association of Humanists*

CLEVELAND MUNICIPAL SCHOOL DISTRICT A  
TRUCK DRIVERS UNION, LOCAL 437

Paragraph to the Drug Testing Policy contained in the collective bargaining agreement, the parties agree that the following provisions shall apply:

Employees who lack predictive on a drug screen pursuant to a valid random, reasonable suspicion, post-accident or annual physical testing shall be taken out of service without pay, but with health care benefits, for the period of time necessary to complete items one (1) through three (3) enumerated below. Any employee taken out of service due to a valid, positive drug screen shall not be eligible to utilize any paid leave time for the first thirty (30) calendar days he/she is out of service.

- 10 The employee must participate in a developmental assessment through the District's EAP program;
- 21 The employee must comply with the recommendations of the assessment, satisfying, but not limited to, the participation in a recognized developmental treatment program, which to be paid through the employee's health insurance;
- 31 The employee shall be returned to work the earlier of:
  - a) ~~the~~ successful completion of the treatment program; or
  - b) ~~upon~~ the return to work by the treating professional; and
  - c) ~~upon~~ obtaining medical clearance by a qualified physician;

If no treatment is recommended, the employee shall be removed to work upon obtaining medical clearance by a qualified physician.

If an employee is out of work for more than thirty (30) calendar days for the purpose of compliance with these provisions, said employee shall be entitled to utilize any accrued, unused sick leave and vacation leave for all days beyond the first thirty (30) calendar days.

Upon returning to work, the employee may be randomly tested for a period of twenty-four (24) months. Employees shall not be randomly tested while on any approved leave. If a returning employee tests positive for drugs and/or alcohol within this twenty-four (24) month period, he/she shall be considered without recourse to the grievance and arbitration provisions; provided that, the employee may utilize the grievance and arbitration provisions to challenge the validity of the testing procedures (e.g., contaminated sample, broken chain of command, etc.).

Signed this fourth day of August, 2001.

FOR THE DISTRICT:

Richard Brett-Schmitt  
Richard Brett-Schmitt

FOR LOCAL 407:

[Signature]

## APPENDIX N

### **MEMORANDUM OF UNDERSTANDING – “L” AND “Z” RESTRICTIONS TO CDLs**

This Memorandum of Understanding is entered into between the Board of Education of the Cleveland Municipal School District (the “District”) and Truck Drivers Union, Local No. 407, affiliated with the International Brotherhood of Teamsters (the “Union” or “Local 407”).

The parties acknowledge that it is desirable for bargaining unit drivers who currently have an “L” restriction on their Commercial Driver’s Licenses, which would preclude them from driving vehicles that have any type of air brakes, to have the opportunity to obtain a “Z” restriction to permit them to drive buses that have air parking/emergency brakes. Therefore, the District and the Union agree as follows:

1. The District will, as soon as feasible, train all driver trainers as necessary to qualify them to train other drivers to obtain a Z restriction.

2. The District will make available to any driver who has taken the written test for obtaining a Z restriction the necessary training to allow the driver to take the skills test; this training will be offered when and as trainers have available time to conduct the training. Requests for the training are to be submitted to the manager at the driver’s assigned depot. If multiple drivers have taken the written test and requested the training at the same time, it will be provided in seniority order. All training will be provided at times that do not interfere with the regular work duties of the trainers or the drivers being trained. The District will allow drivers to use District-owned buses to take the skills test necessary to obtain the Z restriction after completing the training, provided that the testing and the use of a District-owned bus does not interfere with any driver’s regular work duties.

3. For drivers who previously have had licenses that permitted them to operate vehicles with air brakes, for whom written testing and training may not be required, the District will allow them to use District-owned buses to take any skills test necessary to remove an L restriction, provided that the use of a District-owned bus does not interfere with any driver’s regular work duties.

4. Drivers will be paid for any time spent in necessary training for the Z restriction but not for time spent in written or skills testing. Any fees associated with the testing and licensing will be the drivers’ responsibility.

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## **APPENDIX O**

### **MEMORANDUM OF UNDERSTANDING BETWEEN THE CLEVELAND MUNICIPAL SCHOOL DISTRICT AND TEAMSTERS LOCAL 407 REGARDING THE OFFICE OF CONTRACT IMPLEMENTATION**

This Memorandum of Understanding between the Cleveland Municipal School District ("District") and Teamsters Local 407 ("Local 407") memorializes the District and Local 407's shared commitment to a collaborative working relationship.

The District recognizes that all provisions in the 2019-20 Collective Bargaining Agreement between the District and Local 407, and future CBAs as ratified, as well as other binding agreements on Local 407 and the District in the form of Memoranda of Understanding (hereinafter collectively "CBA") shall remain in full force and effect.

The District and Local 407 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 12, Step 2

It is specifically understood and agreed that the OCI representative who serves as the District Step 2 Hearing Officer in the grievance process under Article 12 will not be the same OCI representative who served as the District hearing officer in the investigative and discipline process under Article 13 when the subject of the grievance is the discipline imposed.

3. A designee will participate in Labor Management Committees as set out in the following contractual provisions:

- Article 11 – Labor-Management Committee

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 13, Section C (2-6) – Discipline

It is specifically understood and agreed that the OCI representative who serves as the District hearing officer in the investigative and discipline process under Article 13 will not serve as the District Step 2 hearing officer in the grievance process under Article 12 when the subject of the grievance is the discipline imposed.

5. Article 12, Step 1, p. 9 – 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 Local 407 to determine what if any communications are necessary to implement the result of any grievance resolution.

6. The Office of Contract Implementation will be responsible for the implementation/communication of any Memoranda of Understanding between the Local 407 and CMSD.
7. The Office of Contract Implementation will facilitate prompt resolution of overpayment/underpayment issues that are not resolved at the District Depot Manager level under Article 19, Section 3. Local 407 and CMSD will develop a process to be shared by September 1, 2021, 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. Nothing in this paragraph supersedes the provisions of Article 29, Section 3 regarding penalty pay or the provisions of Article 29, Section 4 regarding special payments.
9. At the request of either party, the parties will revisit this MOU on a quarterly basis 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. If there are any conflicting provisions with the CBA, this Memorandum of Understanding shall take precedence over the CBA.