

AGREEMENT

Between

THE BOARD OF EDUCATION OF THE
CLEVELAND MUNICIPAL SCHOOL DISTRICT
and

CLEVELAND BUILDING TRADES COUNCIL
AND ITS AFFILIATED LOCAL UNIONS

Effective July 1, 2013 through June 30, 2016

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TO BE ADDED

ARTICLE I

The Cleveland Municipal School District, (hereinafter referred to as the "District"), and the Cleveland Building Trades Council and its affiliated local unions, (hereinafter referred to as the "Union(s)") have, through good faith negotiations, reached certain agreements regarding the relationship of the District Trades Union and the employees represented by the Union, who are employed by the District.

ARTICLE II

RECOGNITION

Section 1. The Union(s) is recognized as the sole and exclusive bargaining representative for the purpose of establishing wages and terms and conditions of employment for all employees within the bargaining unit. The exclusive bargaining unit shall include all employees in the trades and the District will not recognize any other union, organization, or person as the representative for any employees within the following classifications:

Asbestos Specialists, Asbestos Workers, Boilermakers, Bricklayers, Bricklayer Helpers, Building Trade Laborers, Carpenters, Cement Masons, Electricians, Glaziers, Iron Workers, Painters, Pipefitters, Plasterers, Plumbers, Roofers, Sewermen, Sheet Metal Workers, and Tile Layers .

Excluded are all employees represented by other collective bargaining agreements, management level employees, confidential employees, office clerical employees, students, seasonal employees, supervisors (as defined by law), professional employees (as defined by law), and guards/security employees (as defined by law).

Section 2. Working Steward. The District shall agree to a working steward for each Trade Union, It is understood by the parties that working stewards shall only be paid by the District for Union business in presenting grievances, and shall be responsible for performing all regular duty as directed and scheduled by management without interference from the Union. The right to perform the above Union business while on the District's payroll shall be used reasonably, not excessively, and shall not be abused. Stewards shall have no other special privileges, rights or benefits.

ARTICLE III

MANAGEMENT RIGHTS

Except as specifically limited in this Agreement, 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 which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology and organizational structure;
- 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;
- 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.

ARTICLE IV

MISCELLANEOUS

Section 1. All previous rights and privileges and all wages and fringe benefits in effect prior to this Agreement shall remain in effect unless changed by this agreement.

Section 2. Classified And Coded Printout of Bargaining Unit – Employee Information. The Union will be given two computer printouts in October and February of each year; one alphabetically by employee name and the other by work site. The printout shall include the following information:

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

Such printouts will not be shared with private or commercial agencies for promotional purpose.

Section 3. The District is implementing a new pay system. Once implemented, all employee pay records, including pay stubs, reimbursement checks, W-2 forms, shall be in electronic format and the W2 forms will also be provided in paper format unless the employee elects otherwise. Until the new system is implemented, earnings statements shall be delivered individually in sealed envelopes.

Section 4. 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.

Section 5. On any day on which children are not required to attend school due to a public calamity or epidemic, such day is, unless specifically notified to the contrary, a work day for the bargaining unit members. As such, the members are expected to report to work and will be paid only for time worked and

notwithstanding Ohio Revised Code Section 3319.081(G) will not receive any type of payment in addition to the time worked.

Section 6. Accurate Contact Information. Employees must provide accurate contact information, including mailing address and telephone number. No Post Office boxes will be accepted.

ARTICLE V

UNION SECURITY, DUES DEDUCTIONS AND FAIR SHARE FEES

Section 1. All present employees who are members of the Union on the effective date of this Agreement or become members during the term of this Agreement shall remain members of the Union unless such employee resigns from the Union during a fifteen (15) day period prior to the expiration of this Agreement. Notice of resignation must be in writing and presented to the Union Representatives or the Employer during this period. The payment of an initiation fee and dues uniformly required of the membership shall be the only requisite condition of membership.

Section 2. All Bargaining Unit employees on the payroll for more than sixty (60) days who have not claimed religious exemption from the requirement to contribute to a labor organization shall be required to pay a Fair Share Fee consistent with the mandate of Chapter 4117 of the Ohio Revised Code. Implementation of this provision is contingent upon the District's implementation of its new payroll/personnel system.

Section 3. Employees who fail to comply with these requirements shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union.

Section 4. The District shall deduct from the first pay of each month of each member of the Union who has authorized such deductions any initiation fees and such monthly dues assessments as the Union's Constitution and By-Laws may provide. The District shall deduct from the first pay of each month of each non-member of the recognized Bargaining Unit a Fair Share Fee equal to the amount of monthly Union dues.

Section 5. The District shall transmit to the Union by the fifteenth day of the following month all monies withheld during the first pay of each month, along with an accounting as to each amount withheld; specifically, identifying Union members and those paying a Fair Share Fee, pursuant to the terms of the Ohio Revised Code 4117.09.

Section 6. All non-members have all rights and privileges in accordance with the Ohio Revised Code 411709(C) pertaining to political expenditures by the employee organization.

Section 7.

A. The Union represents to the District that:

- 1) When applicable, an internal advance fee reduction procedure has been established in accordance with Section 4117.09(C) of the Revised Code.
- 2) Where applicable, a procedure challenging the amount of the fair share fee has been established and will be given to each bargaining unit employee who does not join the Union.
- 3) Such procedure and notice, where applicable, shall be in compliance with all relevant state and federal laws and the Constitutions of the United States and State of Ohio.

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

ARTICLE VI

VACATIONS

All employees in the Bargaining Unit shall receive the vacation designated below, with pay, each year in accordance with their employment with the District.

SERVICE VACATION EARNED FOR EACH MONTH OF SERVICE

Less than 4 years 1.25 days (12 months — 15 days)

From 4 - 12 years 1.83 days (12 months = 22 days)

From 12 - 15 years1.92 days (12 months = 23 days)
From 15 - 16 years2.00 days (12 months = 24 days)
Beyond 16 years2.08 days (12 months = 25 days)

Employees hired after July 8, 2010 shall accrue vacation as follows:

SERVICE VACATION EARNED FOR EACH MONTH OF SERVICE

Less than 1 year 0 days
From 1— 7 0.83 days (12 months =10 days)
From 7 -151.25 days (12 months =15 days)
Beyond 15 years1.67 days (12 months = 20 days)

In the event an employee left the employ of the District while under Tier One of this Vacation Schedule, and, then returned to the employ of the District under Tier Two, s/he shall, on the effective date of this Agreement be placed back onto Tier One. Any such employee shall not be entitled to retroactive vacation accrual or monies. From July 1, 2000 through the duration of this Agreement, any employee who left the employ of the District while under Tier One, shall, upon return to the employ of the District, be placed back into Tier One.

ARTICLE VII

LEGAL AND DECLARED HOLIDAYS

Bargaining unit members shall receive Holiday pay for each of the following Holidays, provided that within a single school calendar year they are in pay status on their regularly scheduled work days immediately before and after the Holiday: New Year's Day (January 1), Martin Luther King, Jr. Day (the third Monday in January), President's Day (the third Monday in February), Memorial Day (the last Monday in May), Independence Day (July 4), Labor Day (the first Monday in September), Veteran's Day (November 11) or Discoverer's Day, Thanksgiving Day (the fourth Thursday in November), and the following Friday (Thanksgiving Friday) and Christmas Day (December 25).

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

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

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

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

ARTICLE VIII

SICK LEAVE WITH PAY

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

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

Section 3. Each employee is required to submit a written signed statement to justify the use of paid sick leave. Falsification of a statement is grounds for a suspension or termination of employment.

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

Section 5. Employees who render service on a part-time basis shall accumulate sick leave at the same rate granted to full-time employees, but shall only accumulate sick leave at that rate while working their regular appointed hours.

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

Section 7. An employee who is hurt on the job shall have the option of using paid sick leave, Workers' Compensation benefits or his vacation, whichever he prefers.

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

Section 9. The parties agree that the District will use the Attendance Policy Memorandum of Understanding attached as Appendix A effective July 1, 2007.

Section 10. The parties agree that the District will use the Transitional Work Salary Continuation Plan Memorandum of Understanding attached as Appendix B effective July 1, 2007. The Transitional Work Policy is attached as Appendix C.

Section 11. All employees must have on file with the Department of Human Resources a current home address and telephone number. Post office boxes are not acceptable.

Section 12. Sick Leave Donation. An employee may donate accumulated sick leave to an eligible employee under the following conditions:

a. Eligible Employees.

1. Only for the purpose of initiating this procedure, an employee hired prior to January 1, 1993 must have had at least one unused sick day between September 1, 1993 and when the employee becomes eligible under sub-paragraph b.
2. Any employee who is eligible for sick leave, and who has exhausted his/her own sick leave, will be eligible for donations.

b. Eligible Donors. Any employee may donate up to a maximum of 40 hours (5 days) to an eligible employee. In order to make a donation, an employee must have a sick leave balance of 120 hours (15 days) after the donation. The maximum number of 40 hours (5 days) can be donated within a fiscal year.

c. Donations.

1. Donations will be deducted from the donor's accumulated sick leave time at his/her hourly rate and credited to the account of the recipient at his/her hourly rate.
2. Donations may be made on a biweekly basis.
3. Donations made, but unused, shall be lost to both the donor and donee. Accordingly, no donated days may be used to increase the donee's severance payment, if any.
4. The District and the Union have established the above program with the intent that donations shall be made in a non-discriminatory manner. Jointly, the parties shall develop a notification form.

ARTICLE IX

LEAVES, LONGEVITY AND SEVERANCE PAY

Section 1. Special Privilege Leave. Employees of the District may be excused from duty as a matter of Special Privilege and granted leave of absence for a period not exceeding three (3) days in any one (1) school year, provided such request is made in writing and approved by the appropriate supervisor.

Such leave of absence will be granted without loss of pay, and shall not be deducted from the employee's accumulated days of sick leave.

1. These days shall not be taken for bargaining unit members (i) during the last two weeks of the school year and one week before the beginning of the school year; or (ii) the work day before or after a vacation period, holiday or recess period.
2. In emergency situations during the times noted in paragraph 1, above, approval may be granted by the immediate supervisor using the family emergency procedure. Emergency shall be defined as a situation of which the employee has no control and the employee did not participate in the decision for when the event was/is to occur.
3. Other than as an emergency, SPL days shall not require approval, explanation, or documentation so long as the day is requested at least five (5) work days in advance.
4. As of July 1 of each year, all unused Special Privilege days for the preceding year ending June 30 will be converted and credited to the employee's accrued sick leave.
5. Special privilege leave may be taken in half or full day increments.

Section 2. Assault Leave.

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

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

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

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

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

Section 3. Jury Duty.

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

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

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

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

Section 4. Military Leave.

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

Section 5. Severance Pay.

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

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

a. The benefit that would have been paid to the employee if he/she had elected to retire immediately before his/her death; or,

b. \$2,500.00, whichever is less.

The total available benefit pool shall not exceed \$10,000.00 in any contract year.

3. Calculation Of Severance Pay Based Upon Unused Sick Leave. The calculation of severance pay based on accumulated but unused sick leave shall be made on the basis of each eligible employee's regular daily base rate of pay at the time of retirement.

4. Advance Written Notice. Severance pay and retirement inducement bonuses, if any, will be given to those employees who have given the District reasonable advance written notice, on such forms as may be prescribed by the Division of Human Resources.

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

6. Severance Pay & Deferral Plan.

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

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

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

1. Any severance pay that is payable to a retiring bargaining unit employee under Article 12; and
2. Upon agreement of the parties, any payment made to an employee pursuant to an early

separation plan, should such a plan be offered at any time within the duration of this labor contract.

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

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

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

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

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

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

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

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

If a bargaining unit employee is entitled to a cash payment of Severance Pay, has elected to defer some or all of it to a TSA or Section 457 Plan, and dies prior to the date such amount is paid to the TSA or

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

e. 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 the Union 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.

f. 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.

Section 7. FMLA Leave. Employees may file for Family Medical Leave Act (FMLA) consistent with federal law. Leave forms may be obtained from Human Resources.

ARTICLE X

PROBATIONARY PERIOD

New employees shall serve a probationary period of one hundred twenty (120) calendar days. Discharge of an employee prior to the completion of the probationary period shall not be subject to the grievance procedure herein. This provision supersedes and preempts any Civil Service procedures and the parties agree that Civil Service shall have no jurisdiction over a discharge or discipline meted out during an employee's probationary period.

ARTICLE XI

LAYOFFS, BUMPING RIGHTS AND RECALLS

Section 1. No regular employee shall be laid off until after normal attrition and bumping rights specified herein have occurred. Layoffs shall be made on a classification by classification basis. The District may exercise its Article III Management Rights, and lay-off employees represented by the Union consistent with Ohio Revised Code §3319.172.

Section 2. Temporary layoffs (6 weeks or less) occasioned by such occurrences as strikes, calamity, act of God, etc., shall be made on a classification-by-classification basis. Employees temporarily laid off shall be laid off in inverse order of their service with the District in the classification in which the layoff occurs. There shall be no bumping between classifications in effectuating a temporary layoff. This provision supersedes any applicable Civil Service statute, rule, or regulation.

Section 3. Until the beginning of the 2015-2016, the current layoff, bumping and recall provisions shall remain in effect. Effective with the 2015-2016 school year, the following shall control:

Recall

Employees who are laid off or eventually bumped out of a classification shall be placed on a recall list. Employees will be recalled to work in the order in which they appear on the recall list except that if an employee has received the lowest evaluation rating for at least the initial and six (6) months evaluations, as set forth below, and is then laid off (in order of seniority), the District may decide to recall a less senior laid-off

former bargaining unit member prior to recalling such individual. If there is more than one employee with the lowest rating, the most senior employee with the lowest rating shall be recalled before the less senior employee with the lowest rating. An employee shall remain on a recall list for 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.

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

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

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

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

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

ARTICLE XII

JOB DESCRIPTIONS

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

ARTICLE XIII

DISCIPLINE

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

Section 2. Progressive discipline – Progressive discipline shall apply, consistent with the District's right to bypass any or all steps of progressive discipline, depending upon the nature of the offense.

Section 3. The process for termination or suspension of any bargaining unit member without pay for good and just cause shall be as follows:

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

- c. 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.
- d. The hearing will be held within a reasonable time (but no less than 48 hours) following receipt of the written allegations.
- e. The bargaining unit member will be given a meaningful opportunity to respond to the allegations.
- f. 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.
- g. 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.
- h. The CEO shall make a recommendation regarding discipline at the next scheduled board meeting.
- i. The Board can adopt or modify the recommendation but cannot impose more severe discipline.
- j. The Board shall notify the bargaining unit member and the Union of its decision.
- k. 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.
- l. The bargaining unit member can appeal the discipline through the grievance procedures specified in the CBA.

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

ARTICLE XIV

GRIEVANCE PROCEDURE

Section 1. Definition - A grievance is any matter concerning the interpretation, application or alleged violation of this Agreement.

Section 2. 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.

Section 3. 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 the maximum. Every effort shall be made to expedite the procedures; however, the time limits may be extended by written mutual agreement of both parties. The party seeking the extension shall notify the other party in writing and the notified party shall be deemed to have agreed unless it gives written objection within five (5) work days of receipt of the extension request. Time limits, specified in this procedure may be extended by written mutual agreement of the parties. The failure of the District to comply with any time limit within 10 days, providing all facts, information or other documentation were available or should have been available, will result in the automatic dismissal of any grievance action by the District. Similarly, failure of the Union to comply with any time limits within 10 days will result in the automatic dismissal of the grievance/action. The District will cooperate fully with the Union to find methods to expedite the grievance procedure to the maximum extent practicable.

Notification under this section by the Union to the District shall be made to the hearing officer for the Step for which the extension is requested. Notification under this section by the District to the Union shall be made to the Union Business Manager.

Section 4. Employee's Right To Continuous Representation. The aggrieved person or persons shall be represented at all stages of the grievance procedure by a Building Trades Council Representative.

Section 5. 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.

Section 6. 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.

Section 7. 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.

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 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.

- (A) The grievant is entitled to attend the mediation.
- (B) The parties must waive any time limits in their labor agreement while the grievance mediation step is being utilized.
- (C) 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.
- (D) 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.
- (E) The mediator will use problem solving skills to assist the parties, including joint and separate caucuses.
- (F) The mediator has not authority to compel a resolution.
- (G) If the parties cannot resolve the problem, the mediator may provide the parties in joint or separate session with an oral advisory opinion.
- (H) If the parties cannot resolve the grievance, they may proceed to arbitration according to the procedures in this Agreement.

- (I) Nothing said by the parties during a grievance mediation, nor any documents prepared for a mediation session can be used during arbitration proceedings.
- (J) The parties must agree to hold FMCS and FMCS Commissioners harmless for any claim or damages arising from the mediation process.

STEP FOUR:

- (A) If the matter is not resolved at Step Two, the Union shall have the right within thirty (30) work days of the date the Step Two answer is received by the Grievant to submit the matter to arbitration by informing the District that the matter is to be arbitrated. The fees and expenses of the arbitrator and the cost of the arbitration shall be borne equally by the District and the Union. The Union shall pay for its arbitration witnesses.
- (B) The arbitrator shall render a written decision and award resolving the controversy and ordering all appropriate relief. The decision and award of the arbitrator shall be final and binding on the District, the Union, and the employees' affected. The arbitrator is prohibited from making any decision or award adding to or subtracting from or modifying in any way the provisions of this Agreement or which is contrary to law.
- (C) The arbitration hearing shall be held and the award shall be made in Cuyahoga County, Ohio.
- (D) An arbitrator will be selected from the FMCS in accordance with the voluntary labor arbitration rules.
- (E) The Union has the right to expedited arbitration for any non-class action issue for which the District may immediately impose discipline pursuant to Step III, Paragraph 11 of this Article. Upon such declaration, the Union and the District will make immediate (within 24 hours) arrangements with the Federal Mediation and Conciliation Service for the expedited arbitration

procedure and such procedure shall begin as soon as the Federal Mediation and Conciliation Service can initiate a hearing. It shall be the specific request of both the Union and the District to have a decision within seven (7) days of the hearing. Notwithstanding anything to the contrary above, the parties may by mutual written agreement, choose another expedited arbitration procedure.

- (F) Class action grievances may be expedited by mutual agreement between the Union and the District.
- (G) A non-class action issue shall be defined as an issue which impacts on five (5) or fewer bargaining unit members.

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

ARTICLE XV

HOSPITALIZATION AND INSURANCE BENEFITS

Section 1. Medical Insurance.

A. Working Spouse Insurance Coverage.

1. Effective July 1, 2013 and except as provided in Section 7 below, if employee bargaining unit member enrolls his/her spouse in the District's health insurance program and that spouse is eligible to participate (either as a current employee or retiree) in group health insurance sponsored by his/her employer or retirement plan provider, the bargaining unit member shall pay a contribution of \$75.00 per month in addition to the employee monthly contribution for family coverage set forth in Section 2, below for a total of \$245.00.
2. Upon the spouse's enrollment in his/her employer's healthcare plan or retirement plan, that plan will provide primary coverage for the spouse and the District's plan will provide secondary coverage so long as the

bargaining unit member is enrolled in the District's family coverage, and the amount set forth in sub-section 1 above shall not apply.

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

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

5. If an employee submits false information about his/her spouse or fails to timely notify the District of a change in the spouse's eligibility for employer or retirement plan sponsored group health, the employee may be subject to disciplinary action up to and including termination. In addition, the bargaining unit member shall be personally liable to the District for reimbursement of the costs of benefits and expenses. The bargaining unit member's spouse shall also be immediately terminated from the District's group health insurance. Any action taken pursuant to this section shall be subject to Articles XIII and XIV.

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

7. Any bargaining unit member whose spouse is a retired District employee with at least 10 years of full-time service with the District and whose spouse is eligible for STRS or SERS health care and/or prescription benefits may elect to cover the spouse as primary. The retired spouse does not have to enroll in the STRS or the SERS health care and/or prescription plan. However, if the retired spouse should become employed, and such

employer offers group healthcare insurance, then that spouse and District employee are required to comply with Sub-sections 1 through 6 above.

B. Medical Benefits.

Medical Insurance.

A. Subject to the limitations in Section 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, Kaiser Permanente HMO, or Medical Mutual SuperMed Plus. The level of health insurance, prescription drug insurance, dental and vision coverage provided, or the case of self-insurance, under the self-insurance program, will be the same as provided on June 30, 2010, unless as otherwise set forth in Appendix F. (TO BE ADDED) All pre-existing conditions will be covered unless currently restricted by HIPAA guidelines.

Employees who enroll in either single or family coverage will pay the following monthly employee contributions effective July 1, 2013:

Employees who enroll in either single or family coverage will pay the following monthly premiums for Aetna, Kaiser and MMO SuperMed Plus PPO effective July 1, 2013: An amount equal to eight and one half percent (8.5%) of the monthly premium, subject to the following monthly caps: (i) for single coverage-\$75.00; and (ii) for family coverage-\$170.00.

All employees contributions are made by payroll deduction.

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

1.) Major medical deductible: \$250 single; \$500 family

2.) Twenty percent (20%) employee co-insurance for comprehensive major medical services.

Forty percent (40%) employee co-insurance for major medical services.

3.) Out-of-pocket maximums: \$1,000 single, \$2,000 family for comprehensive major medical services and \$2,000 single, \$4,000 family for major medical services.

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

Effective September 1, 2010, the following changes to substantive coverage were implemented:

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

Women's Health

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

Men's Health

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

General

1. Fecal occult blood test (annual)
2. Flexible Sigmoidoscopy (every 5 years)
3. Colonoscopy (every ten years)
4. Diabetes Fasting glucose (sugar)
5. Cholesterol (every 5 years)
3. Modification of all healthcare providers coverages:
 - a. Increase the co-payment to \$25 for specialist office visit.

C. Prescription Drug Plan. The level of prescription drug benefits shall be the same as provided in Appendix F, which is incorporated herein as if restated for a description of the benefits.

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

ARTICLE XVI

SCHOOL EMPLOYEES RETIREMENT SYSTEM (SERS) PAYMENT

The District agrees to implement the “pickup” of employee retirement contributions to the School Employees Retirement System (SERS) in accordance with Ohio Attorney General’s Opinion 82-097.

ARTICLE XVII

SUBCONTRACTING

The District will provide the Union with the bid notification at the time the notice is released to the public for bid.

ARTICLE XVIII

VACANCIES

If the District determines a vacancy exists, the District will follow its normal procedure for filling the vacancy. For the duration of this agreement, the District agrees to maintain at least thirty eight bargaining unit positions unless layoffs are necessary due to financial reasons.

ARTICLE XIX

EVALUATIONS

The parties have entered into the attached memorandum of understanding. Upon completion of the scope of work set forth in the memorandum the evaluation procedure will become effective and will remain as an attachment to this agreement.

ARTICLE XX

HOURS OF WORK AND OVERTIME

Section 1. Regular Work Week. The normal work week shall be from Monday through Friday of each week between the hours of 7:00 am to 4:30 pm with two fifteen (15) minute paid breaks, and with a one half (1/2) hour unpaid lunch.

Section 2. The four hours contiguous to the regular work day, either before or after, and up to twelve continuous hours that start and finish on Saturday, shall be paid at 1.5 times the regular hourly rate. All hours worked all day Sunday, and Holidays shall be paid at the double time pay rate.

Section 3. In computing overtime, an excused absence as defined by the Attendance Control policy shall be considered as time worked for the member who was on an excused absence.

Section 4. Minimum Pay When Required To Report Back To Work.

An employee required to report back to work after the close of his/her shift, or on any day that is not a regular work day or scheduled work day, shall perform necessary repairs, preventive maintenance or other assigned duties and be paid a minimum of one hour and three hours if there are others duties to perform as determined by management.

Section 5. Call Back Compensation.

If an employee is called back to work within four hours contiguous to his/her starting or ending time, all time worked as a result of that call in shall be paid at 1.5 times the employee's regular hourly rate. If an employee is called in outside of these four contiguous hours, all time worked as a result of any call outside of the four hour windows set forth in this paragraph shall be paid at 2 times the employee's regular hourly rate. However, the call-in hours shall not be used in computation of overtime.

ARTICLE XXII

WAGES

1. Year 1

3% base wage increase and 8.5% health care employee contribution (with a cap of \$75 for single and \$170 for family; plus \$75 surcharge for working spouse)

2. Year 2

- a. 0% base wage increase
- b. One time stipend based on implementation of the evaluation system agreed upon by the parties based upon 2013-2014 school year base wage.
 - i. \$25,000 and less, stipend value \$450.00
 - ii. \$25,001-\$59,999, stipend value \$650.00
 - iii. \$60,000 and above, stipend value \$950.00
- c. One-time stipend is not included in the base wage calculation
- d. 8.5% health care employee contribution (with a cap of \$75 for single and \$170 for family; plus \$75 surcharge for working spouse)

3. Year 3

- a. 1% base wage increase
- b. 8.5% health care employee contribution (with a cap of \$75 for single and \$170 for family; plus \$75 surcharge for working spouse)

Longevity – Longevity will be frozen midnight, June 30, 2012 for all bargaining unit members hired prior to July 1, 2011. Bargaining unit members hired prior to July 1, 2011 with less than 20 years, will be eligible to receive longevity compensation at his/her 20 year mark and will be then be frozen at the 20 year mark. Any employee hired after July 1, 2011 will not be eligible at any time to receive longevity.

ARTICLE XXIII

DRUG TESTING POLICY

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

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

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

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

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

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

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

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

ARTICLE XXIV

EMPLOYEE DISCLOSURE REQUIREMENTS

Section 1. Disclosure of Criminal Violations. Any employee who pleads guilty to or is convicted of any offense set forth in Section 3319.39 of the Ohio Revised Code, any substantively comparable ordinance of a municipal corporation or any substantively comparable statute of another State shall be required to disclose such conviction or plea of guilty to the School District. Failure to do so can result in disciplinary action up to and including termination. Convictions of, or pleas of guilty to the offenses described above are not an automatic bar to continued employment, but the District has the right, on a case-by-case basis and for just cause, to terminate employees convicted of such offenses, in the future.

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

Section 3. Disclosure of Arrest Warrants. Employees knowledgeable of outstanding arrest warrants must notify the School District of the warrant and resolve the warrant as expeditiously as possible. An employee may use a vacation day or a restricted special privilege leave day to resolve the warrant; otherwise, an employee arrested on a warrant will not be allowed to return to pay status until submission of documentation that the warrant has been resolved.

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

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

execution of these reopener provisions. However, such non-disclosure shall not insulate the employee from disciplinary action as set forth in Section 1, above, where such conviction or guilty plea has ultimately come to the attention of the District.

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

ARTICLE XXV

CONTRACT DURATION

The duration of this Agreement shall be from July 1, 2013 – June 30, 2016.

ARTICLE XIX

The above shall constitute the entire agreement between the parties and no other oral or extrinsic agreements or representations exist.

APPROVED BY:
CLEVELAND MUNICIPAL SCHOOL
DISTRICT

CLEVELAND BUILDING TRADES
COUNCIL AND ITS AFFILIATED UNIONS

By: SMR

Its: Chief Executive Officer

Vincent Seane
Bricklayers Local Union #5

Charles W. Wanst
Cement Masons Local Union #404

HA
Glaziers Local Union #181

Tom P. Ryan
Builders Laborers Local Union #310

James M. McCafferty
Steamfitters Local Union #120

William L. Barry
Plumbers Local Union #55

Michael Coleman
Sheet Metal Workers Local Union #33

Brian J. Sullivan
Asbestos Workers Local #3

Thomas J. P. [Signature]

IKORCC

By: David J. Winkler

Its: EXECUTIVE SECRETARY

Paul J. [Signature]
Tile Setters Local #36

James J. McManus
Boilermakers Local Union #744

James Mearns
Electricians Local Union #38

Tom M. [Signature]
Ironworkers Local Union #17

John [Signature]
Painters District Council #6

Paul [Signature]
Plasterers Local Union #80

William L. [Signature]
Roofers & Waterproofers Local Union #44

Date 11/14/14

ATTENDANCE CONTROL

MEMORANDUM OF UNDERSTANDING

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

1. As part of the 2013 negotiations for successor contracts between the District and Unions, the District made a proposal related to attendance control that would make consistent the attendance control provisions across all of the non CTU bargaining units.
2. The District and Unions agreed that the development of the attendance control provisions may be best addressed by establishing an Attendance Control Committee composed of members appointed by the District and members appointed by the Unions.
3. Given this, the District and Unions have agreed to the following:
 - a. The District shall have the right to appoint up to five District Representatives to the Attendance Control Committee but in no event shall the District representatives comprise more than 25% of the committee. There shall be Co-Chairs, one designated by the District and one designated by the Unions.
 - b. Each signatory union shall have the right to appoint two representatives who shall be bargaining unit members or union staff to the Attendance Control Committee.
 - c. The Attendance Control Committee may mutually agree upon one or more outside consultants to help the parties develop the Attendance Control provisions. The District shall pay for the outside consultants.
 - d. The Attendance Control Committee shall mutually agree upon one mediator/arbitrator who shall assist the Parties in resolving any differences, and if any differences remain as of December 1, 2013, those differences shall be submitted to binding arbitration. The District shall pay one half

of the mediator/arbitrator's fee, and the Unions shall pay the other half on a per capita basis (i.e. if 4 unions, then each union would pay one –quarter of their share of one half of the mediator/arbitrator's fee). If all the issues are not resolved among the Parties, then there shall be one arbitration regarding all unresolved issues, with the District paying one-half the fee, and the participating unions paying the remaining half on a per capita basis. The mediator/arbitrator shall decide upon one uniform attendance control policy which shall apply to all Parties.

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

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

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

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

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

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

APPENDIX B
RETURN TO WORK / TRANSITIONAL WORK PROGRAM

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

Option A

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

Option B

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

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

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

OPTION A — CLEVELAND MUNICIPAL SCHOOL DISTRICT WAGE CONTINUATION PROGRAM

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

request for wage continuation extension may not be considered. All benefits, including insurance, will continue during the duration of the Wage Continuation Program.

APPENDIX C

CLEVELAND MUNICIPAL SCHOOLS RETURN TO WORK/ TRANSITIONAL WORK PROGRAM

Statement of Policy

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

For Employee

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

For Management

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

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

Goals & Objectives

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

- Develop a plan to return injured employees to work safely and in a meaningful capacity, without risk of re-injury, aggravation of the injury, or risk to others.
- Ensure that managed return-to-work develops within the requirements of the Americans with Disabilities Act (ADA) and applicable state laws.
- Coordinate with Human Resources representatives.
- Create an effective process for monitoring injured employees from the date of injury or illness until the injury is resolved or the injured worker is maximum medically improved (MMI).

- Focus on what the employee can do, not on what he or she cannot do.
- Focus on the temporary nature of the modified work assignment or job accommodation.
- Enlist the support and commitment of management, labor, and co-workers.
- Perform detailed job assessment/analysis for each job classification identifying the physical demands and requirements of each job, especially for jobs or classifications that have a high accident rate, to include:
 - (a) the essential and nonessential tasks,
 - (b) the tools, machines, and equipment used,
 - (c) posture requirements,
 - (d) height and weight of object to be lifted and/or moved,
 - (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 BUILDING TRADES bargaining units are intended for BUILDING TRADES employees and not employees of any other bargaining unit unless specifically agreed to by the affected **Union President(s)** and Management.

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

Temporary alternate duty assignments. If job accommodations are not possible, another option is to place the disabled employee in temporary alternate duty assignments. In some cases, provisions shall be made to allow employees to *temporarily* perform work in a different job classification or even a different department. **An employee may only temporarily perform work in a different union under this program so long as the affected Union President(s) and Management agree in writing.** Alternate duty assignments shall be integrated into mainstream operations as much as possible. Jobs or tasks for alternate duty assignment shall be identified in advance and reviewed by both management and labor for approval. Each alternate duty job shall be

assessed/analyzed and its physical requirements documented. Returning injured employees will be matched with suitable alternate work, given his/her medical restrictions. Alternate duty assignments shall keep pace with the injured workers improvement and shall not be considered either long-term or permanent.

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

Coordinating with Treating Physician

A Cleveland Municipal Schools preferred provider network and facility(s) will be selected through the Cleveland Municipal School District **Transitional Work** Committee. **The employee will not be responsible for the cost of treatment by the CMSD preferred provider network and facility.**

Employees sustaining a work related injury that requires medical attention at a medical treatment facility (i.e., sprains, simple fractures, etc.) will receive treatment by a program physician or medical facility. The program physician, along with rendering a diagnosis and prognosis, will determine if the employee is capable of returning to work, and under which option as described above. This plan will include any necessary rehabilitation plan to be followed, the approximate duration of any return to work assignment, and indicate any physical therapy the injured employee may require. The program physician(s) may require follow-up medical evaluations.

Employees sustaining a work related emergency/trauma injury (i.e., life threatening, severe body injury) may be treated at any medical treatment facility to which emergency medical personnel transport them. The employee will subsequently be examined by the program physician. The designated program physician will determine if the employee is capable of returning to regular duties; or, if restricted, returning to work under the options as described above. This plan will include any necessary rehabilitation plan to be followed, the approximate duration of any return to work assignment, and indicate any physical therapy the injured employee may require. The program physician(s) may require follow-up medical evaluations.

An employee may, after the initial evaluation by the program physician, elect to continue treatment with their personal physician provided the program physician's recommendations are followed. The employee will sign any necessary waivers to allow their personal physician(s) to release information to the program physician. The employee's personal physician will be the physician of record for Workers' Compensation purposes.

Upon the program physician's determination that an injury requires the employee to be off work, paid leave shall be granted by Management so long as the employee reported the injury within twenty-four (24) hours of the incident of illness or injury.

If the opinion of the employee's treating physician conflicts with that of the program physician and such opinion is presented to Management in **seven (7)** work days of the program physician's evaluation, and if the physicians cannot agree after consultation, the employee will be referred for a third opinion. A panel of occupational health specialists for third opinions shall be established by the Cleveland Municipal School District **Transitional Work** Committee. The third opinion shall be determinative of the employee's injury pay status under the Contract and shall not be subject to further appeal or review. If the third opinion is consistent with the program physician's plan and the employee enters and later drops out of the plan, then Management can recoup injury wage continuation pay from the employee's sick time accumulation. If the employee does not

have a sufficient sick time balance, Management shall recoup the injury pay by reducing future sick leave earnings by one-half (1/2) until the injury pay is fully recouped.

Employees in an alternate work assignment shall be evaluated at least once a week and any appropriate modifications and upgrades shall be discussed with the program physician. A medical release from either the program or personal treating physician of an injured worker is required prior to returning an employee in an alternate work assignment to his/her original position.

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

Compensation

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

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

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

Permanent Restrictions/Disability

In the event that an employee cannot be returned to work due to permanent restrictions in their regular job or alternate position, or is applying for a disability retirement, and if the employee has followed the wage continuation program, Management will continue wage continuation for a period of forty-five (45) days in addition to the two (2) years of wage continuation for which the employee is eligible under Article 23 of the Collective Bargaining Agreement. Human Resources will continue to review the vacancy list every two (2) weeks for a position for which the employee would qualify. Where appropriate, if the employee qualifies for BWC rehabilitation, Management will cooperate with the BWC in allowing on-the-job training to help qualify the injured worker for a position.

Appendix D

EVALUATION

MEMORANDUM OF UNDERSTANDING

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

1. As part of the 2013 negotiations for successor contracts between the District and Unions, the District made a number of proposals related to evaluations and how the evaluations are to be used in employment related matters.
2. The District and Unions agreed that the development of the evaluation system and the use of the results of the evaluations on employment related matters may be best addressed by establishing an Evaluation Committee composed of members appointed by the District and members appointed by the Unions.
3. Given this, the District and Unions have agreed to the following:
 - a) The District shall have the right to appoint up to five District Representatives to the Evaluation Committee but in no event shall the District representatives comprise more than 25% of the committee. There shall be Co-Chairs, one designated by the District and one designated by the Unions.
 - b) Each signatory union shall have the right to appoint two representatives who shall be bargaining unit members or union staff to the Evaluation Committee.
 - c) The Evaluation Committee shall mutually agree upon one or more outside consultants to help the parties develop the evaluation system. The parties may mutually agree to a different consultant, should they mutually agree to replace the first consultant. The District shall pay for the outside consultant.

- d) The Evaluation Committee shall conclude its work with a final recommendation being issued no later than May 1, 2014. There shall be quarterly presentations to District and Union leadership regarding the Committee's progress, timelines and pending issues.
 - e) Upon recommendation by the Evaluation Committee, the evaluation system shall become effective July 1, 2014.
 - f) If the Evaluation Committee is unable to agree upon an evaluation system by May 1, 2014, the consultant(s) shall make a binding recommendation to the Board and Unions which shall become effective July 1, 2014.
4. The specific charge to the Evaluation Committee is as follows:
- a) The Evaluation Committee shall develop an evaluation instrument based upon to the extent possible objective criteria.
 - b) In developing this instrument, the Evaluation Committee may employ one or more outside consultants to help the Evaluation Committee develop the evaluation instrument and process.
 - c) Each of the signatory unions shall have the right to establish individual union specific subcommittees to develop portions of the evaluation instrument specific to the respective bargaining unit positions. For example, the Custodians have the right to establish a subcommittee to develop portions of the evaluation instrument relevant to the Custodian's job duties and responsibilities.
 - d) The Evaluation Committee shall address how and the extent to which the evaluation ratings should be used for any or all employment including recall decisions, except as set forth in subparagraph g. below.
 - e) The Evaluation Committee shall address the timing and sequence of evaluations.
 - f) The Evaluation Committee shall address if, when and the nature of professional development assistance to be provided to "at risk" employees.

- g) The Evaluation Committee shall have no authority to recommend that the evaluation system have any relationship to layoff (not including recall), wages, overtime, overtime opportunities or extra work opportunities.
- h) The evaluation system developed by the Evaluation Committee shall provide that if an employee receives the lowest evaluation rating established by the Evaluation Committee, the employee shall be re-evaluated in six (6) months, and if the employee continues to receive the lowest evaluation rating on that evaluation, the employee will be subject to interim reviews to assist the employee who has received the lowest evaluation rating. These interim reviews shall occur no less frequently than every ninety (90) days during the next twelve (12) months. If at the conclusion of this twelve (12) month process, the final composite evaluation is still of the lowest ranking, the employee shall be subject to termination. However, if at the conclusion of this twelve (12) month process the final composite evaluation is above the lowest rating, the employee shall be returned to the normal evaluation cycle unless a different cycle is agreed to by the Union and District.

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

In rendering a decision (regarding the evaluation process that leads to the employee's termination) the arbitrator shall only consider whether or not:

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

In the event the Union is able to demonstrate that any of the provisions of 1-3 above are applicable, the arbitrator shall then determine if the applicability of any of those provisions materially affected the outcome of the evaluation process. If the Arbitrator determines that it did not materially affect the outcome of the evaluation process, the arbitrator shall render a decision in favor of the Board and the employee shall be

dismissed. A grievance can only be filed if the employee is terminated. If the arbitrator determines that it did materially affect the outcome of the evaluation, the arbitrator shall only have the authority to return the grievant to the earliest point in the process where the violation of 1-3 above occurred.

5. The above timelines may be extended by mutual agreement.

Classified Salary Schedule

CLEVELAND BUILDING TRADES COUNCIL AND ITS AFFILIATED LOCAL UNIONS

Effective July 1, 2013

Job Class	Job Title	Hourly Rate		
		2013-14	2014-15	2015-16
530120	Asbestos Foreman	\$35.23	\$35.23	\$35.58
550010	Asbestos Worker	\$27.37	\$27.37	\$27.64
550220	Asbestos Abatement Specialist	\$33.33	\$33.33	\$33.66
550210	Boilermaker	\$33.33	\$33.33	\$33.66
530010	Bricklayer Foreman	\$36.11	\$36.11	\$36.47
550020	Bricklayer	\$34.36	\$34.36	\$34.70
550040	Cabinetmaker	\$21.69	\$21.69	\$21.91
530020	Carpenter Foreman	\$36.38	\$36.38	\$36.74
550050	Carpenter	\$33.74	\$33.74	\$34.08
550060	Cement Finisher	\$32.53	\$32.53	\$32.85
530030	Electrician Foreman	\$37.62	\$37.62	\$37.99
550070	Electrician	\$33.33	\$33.33	\$33.66
550080	Glazier	\$33.74	\$33.74	\$34.08
550095	Ironworker Foreman#	\$33.74	\$33.74	\$34.08
550090	Ironworker	\$33.74	\$33.74	\$34.08
550100	Laborer-Bldg Trades	\$28.09	\$28.09	\$28.37
550110	Bricklayer Helper	\$28.09	\$28.09	\$28.37
530040	Painter Foreman	\$34.45	\$34.45	\$34.80
550130	Painter	\$29.73	\$29.73	\$30.02
530050	Plasterer Foreman	\$35.01	\$35.01	\$35.36
550150	Plasterer	\$32.90	\$32.90	\$33.23
530060	Plumber Foreman	\$36.09	\$36.09	\$36.45
550160	Plumber	\$32.90	\$32.90	\$33.23
530090	Roofer Foreman	\$36.31	\$36.31	\$36.67
550170	Roofer	\$34.18	\$34.18	\$34.52
550180	Sewerman	\$28.76	\$28.76	\$29.05
650210	Stage Equipment Maintenance Man	\$25.46	\$25.46	\$25.72
530070	Steamfitter Foreman	\$36.53	\$36.53	\$36.90
550190	Steamfitter	\$33.33	\$33.33	\$33.66
550120	Tile Setter	\$32.53	\$32.53	\$32.85
530080	Tinner Foreman	\$34.76	\$34.76	\$35.11
550200	Tinner	\$33.54	\$33.54	\$33.87

*Differentials: Add to hourly rate - swing stage and window jack

\$0.69

Add to hourly rate - spray paint

\$0.93

Add to hourly rate - in-charge

\$1.13

Need to update foreman rate due to current grievance