

AGREEMENT

Between the

BOARD OF EDUCATION
of the
CLEVELAND MUNICIPAL SCHOOL
DISTRICT

and the

CITY, COUNTY AND WASTE PAPER
DRIVERS UNION, LOCAL 244
AFFILIATED WITH THE IBT

Effective July 1, *2013*, through June 30, *2016*

TABLE OF CONTENTS

	Page
ARTICLE 1 PURPOSE	1
ARTICLE 2 RECOGNITION	1
ARTICLE 3 NON-DISCRIMINATION	1
ARTICLE 4 DUES DEDUCTION.....	2
ARTICLE 5 MANAGEMENT RIGHTS	3
ARTICLE 6 NO STRIKE.....	4
ARTICLE 7 BULLETIN BOARDS.....	4
ARTICLE 8 UNION REPRESENTATION.....	5
ARTICLE 9 DISCIPLINE.....	6
ARTICLE 10 GRIEVANCE PROCEDURE.....	6
ARTICLE 11 PROBATIONARY PERIOD.....	8
ARTICLE 12 SENIORITY	9
ARTICLE 13 ROUTE ASSIGNMENT	9
ARTICLE 14 HOURS OF THE WEEK.....	10
ARTICLE 15 OVERTIME-PREMIUM PAY	10
ARTICLE 16 TEN AND TWELVE-MONTH POSITIONS	10
ARTICLE 17 SICK LEAVE	12
ARTICLE 18 ASSAULT LEAVE AND TRANSITIONAL WORK PROGRAM.....	13
ARTICLE 19 SPECIAL PRIVILEGE LEAVE.....	15
ARTICLE 20 SEVERANCE	16
ARTICLE 21 REDUCTION IN WORK FORCE OR LAYOFFS	17
ARTICLE 22 HOLIDAYS	17
ARTICLE 23 VACATION.....	18
ARTICLE 24 SEVERANCE PAY & DEFERRAL PLAN	20
ARTICLE 25 HEALTH AND INSURANCE BENEFITS.....	23
ARTICLE 26 WAGES.....	29
ARTICLE 27 SCHOOL EMPLOYEES RETIREMENT SYSTEM (SERS) PAYMENT	30

ARTICLE 28	LEGALITY.....	30
ARTICLE 29	WORKING OUT OF CLASSIFICATION	31
ARTICLE 30	EMPLOYEE SELECTION	31
ARTICLE 31	MILITARY SERVICE	32
ARTICLE 32	JURY DUTY PAY-COURT TIME PAY	32
ARTICLE 33	EXAMINATIONS.....	32
ARTICLE 34	REVIEW OF PERSONNEL FOLDER	33
ARTICLE 35	EQUIPMENT AND SAFETY.....	34
ARTICLE 36	DRIVING RECORD AND DRIVER INSURABILITY	34
ARTICLE 37	DURATION	35

ARTICLE

PURPOSE

THIS AGREEMENT is made between the Cleveland Metropolitan School District, hereinafter referred to as the "District," and City and County Waste Paper Drivers Union, Local No. 244, hereinafter referred to as the "Union". The male pronoun or adjective where used herein refers to the female also, unless otherwise indicated. The term "employee" or "employees" where used herein refers to all employees in the bargaining unit. The purpose of this Agreement is to provide a fair and responsible method of enabling employees covered by this Agreement to participate through Union representation in the establishment of terms and conditions of their employment and to establish a peaceful procedure for the resolution of all differences between the parties.

ARTICLE 2

RECOGNITION

The Union is recognized as the sole and exclusive representative for a bargaining unit of all 10 and 12 month Cleveland Board of Education District Truck Drivers, except those individuals who are currently members of another bargaining unit.

ARTICLE 3

NON-DISCRIMINATION

A. Both the Board District and the Union recognize their respective responsibilities under the Federal and State Civil rights laws, fair employment practices acts and other similar constitutional and statutory requirements. Therefore, both the Board District and the Union hereby reaffirm their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of race, color, creed, national origin, sex or age.

B. The District recognizes the right of all employees and all applicants for employment to be free to join or not join the Union. The District and Union agree there shall be no discrimination, interference, restraint, coercion or reprisal by the District against any employee or any applicant for employment because of Union membership status.

ARTICLE 4

DUES DEDUCTION

A. All employees in the bargaining unit covered by this Agreement who are members of the Union on the date this Agreement is signed, and all other employees in such bargaining unit who become members of the Union at any time in the future, shall, for the term of this Agreement, continue to be members of the Union, and the employer will not honor dues deduction revocations from any such employee except as provided herein.

Effective on the 31st day after the effective date of this Agreement, or the 31' day after the date of employment, whichever is later, each employee which the Union represents under the terms of this Agreement shall be required to either be a member of the Union, or to pay a fair share service fee to the Union each month which is equal to the amount of the monthly dues required to be paid by such employee who is a member of the Union. This fair share service fee is required in recognition of the services of the Union to the employees in the bargaining unit, and the financial support necessary to continue those services. The amount of monthly dues shall be provided in the Union's Constitution and By-Laws, and shall be certified to the District by the Secretary-Treasurer of the Union prior to the effective date of this Article, and prior to the effective date of any change in that amount. The amount of the fair share service fee shall be changed at the same time that the amount of monthly dues is changed.

B. The District will deduct regular initiation fees and monthly dues from the pay of employees in the bargaining unit covered by this Agreement upon receipt of individual authorization cards voluntarily executed by an employee for that purpose and bearing his signature; provided that:

- (1) An employee shall have the right to revoke such authorization by giving written notice to the District and the Union at any time during the fifteen (15) day period preceding the termination of this Agreement, and the authorization card shall state clearly on its face the right of an employee to revoke during that period; and

- (2) The District's obligation to make deductions shall terminate automatically upon timely receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.
- (3) The Union will indemnify and save the District harmless from any action growing out of deductions hereunder commenced by an employee against the District (or the District and Union jointly)
- (4) The Union shall prescribe an internal procedure to determine a rebate, if any, for non-members. That internal rebate procedure shall be consistent with Section 4117.09(c) of the Ohio Revised Code and applicable Federal Law. The Union shall officially inform the District that the internal rebate procedure is established and of the procedure to be followed by nonmember employees who desire to challenge Union expenditures under Section 4117.09(c).

ARTICLE 5

MANAGEMENT RIGHTS

The Cleveland Metropolitan School 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 6

NO STRIKE

A. The Union shall not, directly or indirectly, call, sanction, encourage, finance and/or assist in any way, nor shall any employee instigate or participate, directly or indirectly, in any strike, slowdown, walkout, concerted "sick" leave or mass resignation, work stoppage, picketing or interference of any kind at any operation or operations of the District for the duration of this Agreement.

B. Violations of Section A of this Article shall be proper cause for discharge or other disciplinary action by the District.

C. The Union shall at all times cooperate with the District in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violation of Section A of this Article. In the event any violation of Section A of this Article occurs, the Union shall immediately notify all employees that the strike, slowdown, picketing, work stoppage or other interference at any operation or operations of the District is prohibited and is not in any way sanctioned or approved by the Union. Furthermore, the Union shall also immediately advise all employees to return to work at once.

The provisions of this Section operate as a limitation upon the authority of shop stewards and the Union shall not be held liable for any unauthorized acts of the shop stewards.

ARTICLE 7

BULLETIN BOARDS

The Union shall have access to, and the right to reasonable use without charge, a Bulletin Board; provided that:

- (1) Such Bulletin Board shall be used only for posting notices bearing the written approval of the President of the Union or an official representative of Local No. 244 and shall be solely for Union business;
- (2) No notice or other writing may contain anything political, controversial or critical of the District or any other institution or of any employee or other person; and
- (3) Upon request from the Supervisor or his designee, the Union will immediately remove any notice or other writing that the District believes violates subparagraphs (1) and (2).

ARTICLE 8

UNION REPRESENTATION

A. An employee selected by the Union to act as Union Representative for the purpose of processing and investigating, grievances under the Grievance Procedure shall be known as a "steward."

B. A steward may discuss a grievance with an employee and his supervisor during the final one-half hour of the shift.

C. A steward having an individual grievance in connection with his own work may ask for a Union representative to assist him in adjusting the grievance with his supervisor.

D. The District will grant the necessary time off, without discrimination or loss of seniority, and without pay not to exceed five (5) working days to any Union steward designated by the Union to attend a labor convention or to serve in any capacity on other official Union business, provided a written request is made by the employee no later than forty-eight (48) hours prior to the date the time off is needed and so long as District services are not interrupted. The Union understands in making its request that such request will be subject to the District's ability to operate efficiently.

E. The District agrees to allow reasonable use of its buildings and facilities for the purpose of holding union meetings based upon obtaining prior approval and availability of space.

ARTICLE 9

DISCIPLINE

- A. Discipline only for just cause – Employees covered by this agreement shall be disciplined, demoted, suspended or discharged only for just cause under arbitral law. For reasons including, but not limited to, intoxication, narcotics, criminal offenses, license suspensions, attendance, tardiness, absence without leave, neglect of duty, dishonesty or accidents, an employee may be disciplined up to and including discharge.*
- B. Progressive discipline – Progressive discipline shall apply, consistent with the District's right to bypass any or all steps of progressive discipline, depending upon the nature of the offense.*
- C. The process for termination or suspension of any bargaining unit member without pay for good and just cause shall be as follows:*
- 1. If the administrator determines after preliminary investigation that a bargaining unit member may have engaged in conduct that could lead to a recommendation for termination or suspension without pay then bargaining unit member is entitled to a fact-finding. The administrator shall have twenty work days after knowledge of the alleged violation to complete the preliminary investigation and notify the member of his/her determination that the member may have engaged in conduct that could lead to either a termination or suspension without pay.*
 - 2. The fact-finding hearing will be held before the appropriate Deputy Chief/Executive Director.*
 - 3. The bargaining unit member and the union are entitled to written notice of: the allegations and the right to request representation and also to be provided with copies of any written evidence related to the allegations.*
 - 4. The hearing will be held within a reasonable time (but no less than 48 hours) following receipt of the written allegations.*
 - 5. The bargaining unit member will be given a meaningful opportunity to respond to the allegations.*
 - 6. Not later than 10 days after the hearing the administrator shall notify the bargaining unit member and the Union in writing of the recommendation. If no discipline is recommended, the notification shall so state. If discipline is recommended, the notification shall state the discipline and the rationale, and shall provide a copy of the notice to the CEO*
 - 7. If the administrator recommends termination or suspension without pay then the CEO/designee shall review the evidence to determine whether the recommended discipline is warranted.*
 - 8. The CEO shall make a recommendation regarding discipline at the next scheduled board meeting.*
 - 9. The Board can adopt or modify the recommendation but cannot impose more severe discipline.*
 - 10. The Board shall notify the bargaining unit member and the Union of its decision.*
 - 11. Termination or suspension without pay shall be effective immediately; disciplinary action of less than thirty (30) days shall not become effective until grievance procedures (including arbitration) have been exhausted, except for reasons of physical incapacity, mental incapacity or reasonable suspicion of criminal or moral violation.*
 - 12. The bargaining unit member can appeal the discipline through the grievance procedures*

specified in the CBA.

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

The Weingarten Protocol set forth in Article 10 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 10

GRIEVANCE PROCEDURE

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

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

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

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

- ***Employee's right to continuous representation.*** *The aggrieved person or persons shall be represented at all stages of the grievance procedure by a Union representative.*
- ***Discipline involving alleged criminal activity (Garrity rights).*** *Any employee covered by this agreement shall be afforded full treatment and protection under Garrity. Under Garrity, a bargaining unit employee, who as part of or subject to a district investigation, disciplinary proceeding or grievance hearing, would be normally expected to answer questions regarding their official duties and who refuses to answer on the ground that answers may tend to incriminate*

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

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

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

- **GRIEVANCE PROCEDURE**

Grievances shall be resolved as follows:

STEP ONE:

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

STEP TWO:

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

grievant and the Union, stating the specific grounds for, evidence regarding and rationale for the decision.

STEP THREE:

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

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

- 1. Grievances which have been appealed to arbitration shall be referred to mediation. The mediation conference with respect to a particular grievance shall be scheduled in the order in which the grievance is appealed to mediation with the exception of suspension or discharge grievances which shall have priority.*
- 2. Within fifteen days, both parties shall notify FMCS and mutually agreeable arrangements shall be made for the conference.*

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

- 1. The grievant is entitled to attend the mediation.*
- 2. The parties must waive any time limits in their labor agreement while the grievance mediation step is being utilized.*
- 3. The grievance mediation process is informal and the rules of evidence do not apply. No record, stenographic or tape recordings of the meetings will be made.*
- 4. The mediator's notes are confidential and will be destroyed at the conclusion of the grievance mediation meeting. FMCS is a neutral agency created to mediate disputes and maintains a policy of declining to testify for any party, either in court proceedings or before government regulatory authorities.*
- 5. The mediator will use problem solving skills to assist the parties, including joint and separate caucuses.*
- 6. The mediator has not authority to compel a resolution.*
- 7. If the parties cannot resolve the problem, the mediator may provide the parties in joint or separate session with an oral advisory opinion.*
- 8. If the parties cannot resolve the grievance, they may proceed to arbitration according to the*

procedures in this Agreement.

9. *Nothing said by the parties during a grievance mediation, nor any documents prepared for a mediation session can be used during arbitration proceedings.*
10. *The parties must agree to hold FMCS and FMCS Commissioners harmless for any claim or damages arising from the mediation process.*
11. *Expedited Grievance Procedure- In the event a bargaining unit member is suspended for ten (10) working days or less, the bargaining unit member may omit STEP 1 of the grievance procedure and file a written request with the Director of Labor Relations, for a STEP 2 hearing, which shall take place within forty-eight (48) hours after said filing.*

STEP FOUR: Arbitration

- (A) *If the matter is not resolved at Step Two, the Union shall have the right within thirty (30) work days of the date the Step Two answer is received by the Grievant to submit the matter to arbitration by informing the District that the matter is to be arbitrated. The fees and expenses of the arbitrator and the cost of the arbitration shall be borne equally by the District and the Union. The Union shall pay for its arbitration witnesses.*
- (B) *The arbitrator shall render a written decision and award resolving the controversy and ordering all appropriate relief. The decision and award of the arbitrator shall be final and binding on the District, the Union, and the employees' affected. The arbitrator is prohibited from making any decision or award adding to or subtracting from or modifying in any way the provisions of this Agreement or which is contrary to law.*
- (C) *The arbitration hearing shall be held and the award shall be made in Cuyahoga County, Ohio.*
- (D) *An arbitrator will be selected from the FMCS in accordance with the voluntary labor arbitration rules.*
 - A. *The Union has the right to expedited arbitration for any non-class action issue for which the District may immediately impose discipline pursuant to Step III, Paragraph 11 of this Article. Upon such declaration, the Union and the District will make immediate (within 24 hours) arrangements with the Federal Mediation and Conciliation Service for the expedited arbitration procedure and such procedure shall begin as soon as the Federal Mediation and Conciliation Service can initiate a hearing. It shall be the specific request of both the Union and the District to have a decision within seven (7) days of the hearing. Notwithstanding anything to the contrary above, the parties may by mutual written agreement, choose another expedited arbitration procedure.*
 - B. *Class action grievances may be expedited by mutual agreement between the Union and the District.*
 - C. *A non-class action issue shall be defined as an issue which impacts on five (5) or fewer bargaining unit members.*

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

ARTICLE 11

PROBATIONARY PERIOD

A. New employees shall be considered to be on probation for a period of one hundred twenty (120) working days, and during such probationary period, the District shall have sole discretion to discipline or discharge such employees, and such actions during this period cannot be reviewed through the Grievance Procedure or through the Cleveland Civil Service Commission.

B. If an employee is discharged or quits while on probation and is later rehired, s/he shall be considered a new employee and subject to provisions of Section A of this Article.

ARTICLE 12

SENIORITY

A. Seniority, for the purpose of layoff, shall be an employee's uninterrupted length of continuous service with the Board as a member of the bargaining unit. An employee shall have no seniority during the probationary period provided in Article 11, but upon completion of the probationary period, seniority shall be retroactive to the date of hire.

B. The District shall provide the Union with a copy of the seniority list and the list shall be updated every six (6) months.

Seniority shall be broken when an employee: quits

or resigns;

2. is discharged for just or proper cause;
3. is laid off for a period of more than twenty four (24) consecutive months;
4. fails to report to work when recalled from layoff within three (3) working days from the date the District sends the employee notice by certified mail with return receipt (to the employee's last known address as shown on the District's records).

ARTICLE 13

ROUTE ASSIGNMENT

Local No. 244 shall have input into the development and scheduling of routes prior to the assignment of drivers. The purpose of the input shall be to insure the effective and efficient delivery of services. After route development, management shall have an absolute right to assign and schedule routes.

ARTICLE 14

HOURS OF THE WEEK

A. The normal work week for regular full-time employees in the bargaining unit shall be between 7:00 a.m. and 5:00 p.m for forty (40) hours of work in five (5) days of eight consecutive hours each day. However, the District may modify an employee's starting and quitting times upon 14 days written notice to the employee.

B. There shall be a one-half hour lunch period each work day as scheduled by management. The lunch period may be taken by bargaining unit employees while engaged in the business of the District.

C. This Section shall not be construed as a guarantee of hours of work per day or per week, and the District reserves the right to establish and change hours of work, shifts and schedule of hours.

ARTICLE 15

OVERTIME - PREMIUM PAY

Overtime premium pay will be paid at the rate of time and one-half (1-1/2) their regular rate of pay for all hours worked in excess of forty (40) hours in any one workweek, or for all hours worked in excess of eight (8) hours in any continuous twenty-four (24) hour period, beginning with the commencement of the employee's shift. Employees shall receive time and one-half (1-1/2) their regular rate of pay for all hours worked on Saturday and time and one-half (1-1/2) their regular rate of pay for all hours worked on Sunday. The District shall be the sole judge of the necessity of overtime. There shall be no pyramiding of overtime.

ARTICLE 16

TEN AND TWELVE-MONTH POSITIONS

Notwithstanding any other provision of this Agreement, the following conditions shall govern the implementation of ten and twelve-month positions:

1. The existing sub-contracting language will remain in effect.

2. Twelve month employees employed prior to July 1, 2007 will be "red circled" for as long as they are employees in their current position.
3. Twelve month employees hired prior to July 1, 2007 eligible for recall to existing positions shall be eligible for a "red circled" or a 12-month position subject to the 12-month conditions.
4. Effective July 1, 2007 the hourly rate for drivers shall be \$16.20 and the hourly rate for truck drivers (furniture crew) shall be \$16.83. A schedule of future contingent rates is listed in Appendix A attached hereto and incorporated by reference.
5. Both the 10-month and 12-month positions will be for 8 hours per day.
6. Subject to Article 14, the standard workweek for both the 10-month and 12-month positions shall be 40 hours per week.
7. Subject to Article 14, the standard work year for ten (10) month employees shall be the regular school year with start and end days determined by the District.
8. Ten (10) paid holidays shall be granted to twelve month (12) employees providing the employee works the day before and the day after the holiday. Those holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Veteran's Day, Thanksgiving Day and the following Friday, and Christmas Day. Ten month employees shall be granted nine (9) paid holidays and shall not be entitled to holiday pay for Independence Day.

The 12-month position will include the regular school year unless deemed essential longer by the District.

10. The annual pay will be paid over the 26-pay option.
11. Employees in both the 10-month and 12-month positions will only be eligible for the Kaiser medical insurance plan with applicable co-pay options as other 10-month and 12-month positions in the District.
12. Sick Leave will be accrued at the rate of 1.25 days per month.
13. Vacation will be granted at the contract rate on a prorated basis as for **twelve month** bargaining unit employees hired after September, 1987. The use of vacation days by twelve month employees shall not be allowed on days when students or teachers are in attendance. Vacation days may be used by twelve month employees during winter and/or spring break to maintain compensation continuity. Vacation days not used by twelve month employees during the fiscal year (July 1 through June 30) shall not be

carried to the next fiscal year without prior approval from the District. Ten month employees' vacation is governed by Article 23, H.

14. All 244 employees will accrue three 3 special privilege leave days per year prorated for 10 month employees. Special Privilege Leave shall be granted, subject to approval.
15. The District retains the exclusive right to bid the 12-month position to the private sector. The Union shall have the right to compete for the work on a total cost per employee and post-bid basis; however, the District shall have the sole and exclusive right to decide the means for accomplishing the required work.
16. For the 12 month positions, the Union shall have no right to the work, and negotiations relative to changes or to the award shall not be required.
17. If, for the 12 month positions, the District awards the work to a vendor, the award shall not be subject to the Grievance or SERB procedures.
18. In the event of extra work or reduction in force, recognized seniority rules shall prevail (i.e., Extra work shall go to the most senior employee, and least senior employees shall be reduced prior to more senior employees.)
19. The existing probationary period remains per the Agreement, and release during the period shall not require justification.
20. Discipline shall not require progression; however, the District shall be reasonable in the application of discipline.
21. All employees hired after June 30, 2007 shall be 10-month employees.
22. 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.

ARTICLE 17

SICK LEAVE

A. Each current regular employee shall be credited with paid sick leave at the rate of 1.25 days per month worked up to a maximum of fifteen (15) days. For example, 10 month employees are entitled to 12.5 days of sick leave.

B. Unused sick leave shall be cumulative without limitation.

C. Employees may, upon approval, use sick leave for absence due to personal illness, injury or exposure to contagious disease which could be communicated to others. Sick leave may also be used for absence due to illness, injury or death of the employee's family, i.e., spouse, child, parent, brother and sister.

D. One day's sick leave is authorized to attend the funeral of the employee's niece, nephew, first cousin, aunt, uncle, grandparent, grandchild, in-law, stepparent or immediate household member. If necessary, more than one (1) day sick leave may be approved by the employee's supervisor.

E. Each employee, upon return from sick leave, is required to submit a written, signed statement to justify the use of sick leave. At the District's request, a certificate from a licensed physician shall be required of an employee immediately upon return to work from paid sick leave if the District suspects sick leave abuse, or to confirm the wellness of the individual to return to work.

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

G. An employee who has exhausted his sick leave or a new employee may be advanced up to five (5) days sick leave within the current year at the discretion of management. This advance of sick leave must be earned during the remainder of the school contract year. Unearned sick leave charged to an employee will, at the end of the school year, or at the termination of services, whichever occurs earlier, result in loss of pay.

H. The District and Union agree to follow the terms of the Attendance Policy attached as Appendix B.

ARTICLE 18

ASSAULT LEAVE AND TRANSITIONAL WORK PROGRAM

Paragraph A. An employee who is unable to work because of a physical disability resulting from an assault received in the course of employment, or in the discharge of other official assigned duties for the District, shall be maintained in full pay status on assault leave, for the period of time set forth in paragraph B herein. Assault leave granted under these conditions shall not be charged against sick leave, earned or unearned. Provided the employee assault is

reported in writing within 24 hours and the employee immediately files for workers compensation.

An employee must seek medical attention as soon as reasonably possible from the time that he/she has knowledge of an injury, must immediately report the assault to the principal, other District Administrator or other appropriate District personnel if the principal or Administrator is not available, and must complete an incident report form and an assault leave form in order to be eligible for this benefit. The District may make reasonable modifications to the incident forms and the assault leave form from time to time.

A certificate from a licensed physician stating the nature of the disability and its anticipated duration must accompany an assault leave form furnished by the District.

Any assault leave extending five (5) days shall be subject to review by a District-appointed physician, including a physical examination at the physician's discretion to justify the use of assault leave. Falsification of either a signed statement or a physician's certificate will be grounds for termination of employment.

If an employee's absence resulting from assault is covered by Workers Compensation, the District shall provide the additional compensation that will provide the employee with the same pay rate received at the time of the assault for up to six (6) months from the date of the commencement of the assault leave or the duration of the school year (whichever is longer). If the payment from the District reduces Workers Compensation payments, the District will make the employee whole for his/her full pay.

Paragraph B. An employee shall be granted an assault leave of up to three (3) calendar months unless the employee has had a claim resulting from the assault approved by the Bureau of Workers Compensation, in which case the employee shall be granted an assault leave of up to six (6) months or the duration of the school year (whichever is longer). The employee shall be limited to compensation paid through Workers Compensation after six (6) months or the duration of the school year (whichever is longer). Along those lines, the District and Union agree to follow the terms of the Transitional Work Program attached as Appendix C. The Transitional Work Policy is attached as Appendix D.

ARTICLE 19

SPECIAL PRIVILEGE LEAVE

A. Consideration will be given to written requests for special privilege leave (not exceeding three (3) days in any school- year) which cannot be legally charged to sick leave. These shall include:

- 1) Religious and/or holy days not included in the school calendar.
- 2) Compulsory court appearances.
- 3) Marriage in the immediate family. Immediate family shall be considered self, son, daughter, brother, sister, mother, father, member of the immediate household.
- 4) College graduation of member of immediate family, as defined above. but shall include the spouse.
- 5) School related conference for employee's child.
- 6) Paternity.
- 7) Clearly specified family emergency. Family emergency is defined as a sudden and unexpected occurrence which requires the immediate attention of the employee and justifies interrupting the employer's work schedule.

B. Fractional use of special privilege leave shall be allowed in one-half (1/2) day increments.

C. Except in an emergency, such requests must be directed to the immediate supervisor well in advance of the date. Such leave may be granted, and if granted, shall be without loss of pay or accumulated sick leave.

D. Unrestricted Special Privilege Leave.

- 1) These days shall not be taken during or before two (2) weeks of student attendance or the last ten (10) working days of the school year or the work day before or after a paid holiday or vacation period.
- 2) In emergency situations during the times noted in 1, above, approval may be granted by the Supervisor using the family emergency procedure. Family emergency is defined as a sudden and unexpected occurrence which requires the immediate attention of the employee and justifies interrupting the employer's work schedule.

Other than as an emergency, Unrestricted Special Privilege Leave days shall not require approval, explanation, or documentation; however, no two (2) drivers shall be granted Unrestricted Special Privilege Leave for the same day. Approval shall be on a "first come" basis.

- 4) This leave shall not need justification or explanation by the employee but the applicant will give five (5) days notice except in emergency. Written notice must be on file in the payroll office before pay for that day is granted.
- 5) Unused Unrestricted Special Privilege Leave days shall roll-in to accumulated Sick Leave.
- 6) *Special privilege leave may be taken in half or full day increments.*

ARTICLE 20

SEVERANCE

A. An employee who has had ten (10) or more years of Cleveland Public School service may elect to receive at the time of retirement, under the appropriate state retirement system, a cash payment equal to the value of one-fourth (1/4) of his/her accumulated but unused sick leave credit. The maximum number of days available for such severance payment under these provisions are one hundred and twenty (120) days, which would result in a cash payment of thirty (30) days pay.

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

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

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

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

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

ARTICLE 21

REDUCTION IN WORK FORCE OR LAYOFFS

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

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

(B) 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:

(C) Recall

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

(E) 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.

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

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

(G) 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.

(H) 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.

(I) 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.

(J) 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.

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

(L) The District shall provide the President of the Union with a written notification of all transfers of bargaining unit personnel within ten (10) days after the effective dates of such transfers.

(M) Temporary layoffs (6 weeks or less) shall be made on a classification-by-classification basis. Employees temporarily laid off shall be laid off in inverse order of their service within the bargaining unit in the classification in which the lay-off occurs. This clause is intended to cover unanticipated emergencies and shall not be used to deprive bargaining unit members of work.

ARTICLE 22

HOLIDAYS

A. All full-time, permanent twelve (12) month hourly employees who have completed their probationary period shall be entitled to the following paid holidays:

New Year's Day Martin
Luther King Day
President's Day Good
Friday (1/2) Memorial
Day

Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Veterans Day/Discovery Day

Veterans' Day will be observed in years when it falls on a Friday, Saturday, Sunday, or Monday. In years when Veterans' Day falls on a Tuesday, Wednesday or Thursday, the District will observe Discoverer's Day. In years when Veterans' Day is not officially observed by the District, bonafide veterans will have the opportunity to utilize a Special Privilege Day to participate in Veterans' Day events. Ten (10) month employees shall be entitled to the above holidays but shall not be entitled to Independence Day.

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

C. An employee must have accrued earnings on that working day immediately preceding and succeeding the holiday to be paid for the holiday. Any employee required to work on a holiday shall be paid at two and one-half (2-1/2) the regular rate of pay for all hours worked.

D. Nothing under this article prohibits the Board of Education, President, Governor or State Legislature from declaring additional holidays for which all employees shall be paid.

E. Hours to be paid for purposes of holiday pay shall be calculated according to the number of hours the employee regularly works. In calculating the number of hours the employee regularly works, overtime hours shall not be included.

ARTICLE 23

VACATION

Twelve (12) Month Employees

A. All employees in the Bargaining Unit shall receive the vacation designated below, with pay, each year in accord with their employment with the Board.

<u>SERVICE</u>	<u>VACATION EARNED FOR EACH MONTH OF SERVICE</u>
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Less than 4 years	1.25 days (12 months - 15 days)
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From 4 - 12 years	1.83 days (12 months - 22 days)
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From 12 - 15 years	1.92 days (12 months - 23 days)
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From 15 - 16 years	2.00 days (12 months - 24 days)
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Beyond 16 years	2.08 days (12 months - 25 days)
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Twelve (12) Month Employees

B. Employees shall accumulate vacation for each month that they are in active payroll status. Each employee has available to him on July 1st of each year that vacation (and only that vacation) which he has earned since the previous July 1 st. Be then has a year within which to take this vacation. Once an employee has scheduled his vacation and received approval from the employer, the employer shall not make changes in the vacation schedule except under emergency situations. Vacation requests must be approved within ten (10) days after being submitted.

C. Because vacation may not be carried into the next school year, it is necessary for each employee to assure that his/her schedule at Christmas, Easter and the summer period will accommodate the vacation days due. In emergencies, employees may, if approved, take vacation during other times of the year. In the event that the delivery of basic student supplies resumes, the time period from July 15, through August 30 will not be available for vacation selection by bargaining unit employees.

D. Persons regularly employed for less than a full day will be entitled to vacation days at their normal rate of compensation and employment.

E. Twelve (12) month employees earning vacation from June 1st to the following June 1st must use all vacation earned during the following twelve (12) months, i.e., prior to the next June 1st. They may not carry it beyond this time.

F. Credit for a month's services will be granted:

1. If the employee works (or is otherwise in pay status) through the fifteenth (15th) of the month; or if he starts work on or before the fifteenth (15th) and works through the end of the month.

G. At the end of the annual accumulation period on June 1st, twelve (12) month employees will have their prior twelve (12) month accumulation totaled and rounded off with one (1) full day's credit being given for any accumulation of .50 days or more, while anything less than this amount will be dropped.

H. Any employee hired on or after July 1, 2013 for a ten- month position shall not be entitled to vacation time or vacation pay while he/she holds that position. If such employee is awarded a twelve month position, such employee will be entitled to vacation time or vacation pay in accordance with the contract. For purposes of calculating vacation in the twelve-month position, such employee will be given credit for his/her years of District service. Any employee holding a ten- month hourly position as of June 30, 2013 shall have the value of the vacation as of June 30, 2013 incorporated into the employee's hourly rate, and shall not accrue any vacation time after June 30, 2013. The value of the vacation as of June 30, 2013 shall be incorporated into the employee's hourly rate. For example, if a ten-month employee is regularly scheduled to work 1000 hours per year and such person would be entitled to \$1000.00 in vacation pay, the hourly rate shall be increased by \$1.00 per hour. Any accrued but unused vacation earned as of June 30, 2013 shall be paid out on _____. If a ten-month employee is paid on an annual salary basis as of June 30, 2013, his/her vacation is currently incorporated into the annual salary. Effective July 1, 2013, vacation will be eliminated for ten month salaried employees and shall not accrue any vacation time after June 30, 2013. The value of the vacation as of June 30, 2013 will be incorporated into his/her base salary thereby becoming his/her annual salary. For example, if a ten-month employee's annual base salary is \$30,000 and that employee as of June 30, 2013 is entitled to vacation worth \$1000, effective July 1, 2013, the annual salary shall be \$31,000. If a ten month employee hired on or before June 30, 2013 becomes a twelve month employee, his/her base hourly wage will be adjusted to eliminate the vacation conversion portion of the wages and the employee's base wage shall be the base wage without the vacation conversion portion of the wages.

I. An employee does not earn vacation during any month that he is out of pay status, such as on a Leave of Absence.

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

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

L. All vacation that has been earned by a twelve month employee will be made available in cases of resignation, discharge or death, except that an employee terminating prior to six (6) months of employment will not be paid for any vacation. Any vacation that may have been paid to a less than six (6) month employee will be deducted or otherwise recovered.

ARTICLE 24

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 20; and
- 2) Upon agreement of the parties, any payment made to an employee pursuant to an early separation plan, should such a plan be offered at any time within the duration of this labor contract.

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

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

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

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

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

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

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

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

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

H. All contributions to the 403(b) Plan and all deferrals to a TSA or Section 457 Plan, and all cash payments to all bargaining unit employees, shall be subject to reduction for any tax withholding or other withholding that the CFO determines is required by law. Neither the

District, nor the CFO, nor Local 244 guarantee any tax results associated with the 403(b) Plan or deferrals to a TSA or Section 457 Plan, or cash payments made to a bargaining unit employee.

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

ARTICLE 25

HEALTH AND INSURANCE BENEFITS

Section 1. Eligibility. All bargaining unit members employed prior to December 1,

1996, who work between 19 and 30 hours per week will be eligible for health insurance coverage (and are eligible for dental and vision care benefits) on the same terms as full-time employees.

Such employees hired after January 1, 1997, shall be eligible for Kaiser only.

Section 2. Working Spouse Insurance Coverage.

- 1) Effective ***July 1, 2013***, and except as provided below, if a bargaining unit member enrolls his/her spouse in 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, 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 family coverage, and the amount set forth in subsection 1 will not apply.
- 3) During the open enrollment period, every bargaining unit member who has family coverage which includes a spouse who participates in the District's group health insurance coverage and/or prescription drug

insurance coverage shall complete and submit to the District a written declaration verifying whether his/her spouse is eligible to and shall participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer or retirement plan provider, effective not later than January 1, 2014.

- 4) Any bargaining unit member whose spouse becomes eligible for any employer/retirement plan sponsored coverage after the open enrollment period shall notify the District within thirty days.
- 5) If a member submits false information about his/her spouse or fails to timely notify the District of a change in the spouse's eligibility for employer or retirement plan sponsored group health and/or prescription drug insurance coverage, the member may be subject to disciplinary action up to and including termination. In addition, the bargaining unit member shall be personally liable to the District for reimbursement of the costs of benefits and expenses. The bargaining unit member's spouse shall also be immediately terminated from the District's group health insurance and/or prescription drug insurance coverage. Any action taken pursuant to this section shall be subject to the *discipline and grievance procedure*.
- 6) Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer or retirement plan provider, (unless the bargaining unit member enrolls the spouse in the District's plan and pays the **\$75.00** monthly contribution as set forth above), as otherwise required by this section, shall be ineligible for benefits under the group insurance coverage sponsored by the District.
- 7) Any bargaining unit member whose spouse is a retired District employee with at least ten 10 years of full-time service with District and whose spouse is eligible for STRS or SERS health care and/or prescription benefits may elect to cover the spouse as primary. The retired spouse does not have to enroll in the STRS or the SERS health care and/or prescription plan. However, if the retired spouse should become employed, and such employer offers group healthcare insurance, then that spouse and District employee are required to comply with Subsections 1-6 above.

Section 3. Medical Benefits.

- 1) During the enrollment period each year (November) each eligible employee may elect either single or family coverage. The level of health insurance, prescription drug insurance, dental, and vision coverage provided,

or in the case of self-insurance, under the self-insurance program, will be summarized in Appendix _____, infra. All pre-existing conditions will be covered where an employee chooses during the election period to change plans, unless currently restricted by HIPAA guidelines.

Effective **July 1, 2013**, employees who enroll in either single or family coverage, will pay ten (10) percent of the respective annual fully insured premium (if any) or the actuarial equivalent rates ***capped at the rates set forth below***. All employee contributions will be made by payroll deduction with the annual cost of health care benefits charged equally from 26 pay periods.

2)

	Single	Family
Aetna	75.00	170.00
Kaiser	75.00	170.00
MMO Super Med Plus PPO	75.00	170.00

Effective September 1, 2010, the following changes were implemented.:

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) 2.

Modification to Kaiser coverage only:

- a. Modify existing generic/brand coverage from \$5/\$5 retail/mail to \$55/10 retail and \$5/\$10 mail for 90 day supply.
- b. Increase Emergency Room copayment from \$20 to \$50.
- c. Increase Urgent Care copayment from \$0 to \$25

NOTE NEEDS UPDATED CHART

B. Mental Health, Drug Abuse and Alcoholism. Coverage for in-patient and out-patient services for mental health, drug abuse, and alcoholism treatment shall remain unchanged in all plans MMO Super Med Plus.

C. Health Care Coverage Stability. The District may drop any health care provider during the term of this Agreement.

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

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

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

Section 3. Prescription Drug Plan. See Appendix _____. infra.

Section 4. Vision Care. All eligible employees will be covered by a vision care program administered through a provider mutually agreeable to the parties. The District will pay 90% of the cost of this program. The level of vision care benefits shall be the same as provided in the previous Collective Bargaining Agreement between the District and Local 244. (See Appendix E)

Section 5. Dental Plan. See Appendix ____, which is incorporated herein as if restated for a description of the benefits (***NEEDS UPDATED***). The dental changes shall be effective July 1, 2013.

A. Life Insurance. The District shall underwrite the cost of a Ten Thousand (\$10,000) Group Life Insurance policy for all regular employees. Effective January 1, 1997, additional coverage shall be made available to regular employees of up to \$150,000, who may purchase such additional insurance by means of payroll deduction. Employees may purchase up to \$40,000 of the \$150,000 coverage on a pre-tax basis.

B. Section 125 Plan. The District agrees to establish an IRS Section 125 plan with respect to employee insurance premium payments as well as child care and dependent care expenses under applicable provisions of the Internal Revenue Code. Employees who are enrolled in health insurance plans that require the employee to pay a portion of the monthly premiums may elect (on forms prescribed by the District) to have such payments deducted on a pre-tax basis to the maximum extent permitted by federal and state law. Employees may also elect (on forms prescribed by the District) to pay documented child care and dependent care expenses of up to \$5,000.00 per year on a pre-tax basis (or to the maximum extent permitted by law), provided that such expenses meet the requirements set forth in the applicable Internal Revenue Code and regulations. Employees may also elect (on forms provided by the District) to pay documented dental and vision care expenses and up to \$50,000 worth of life insurance with before-tax dollars through the District's Section 125 Plan, consistent with applicable federal law.

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

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

D. Continued Coverage.

1) School Year Employees. Both Hospitalization and Group Life Insurance protection will be extended through July and August for covered persons employed in positions which are normally school year active only. This includes teachers, school clerks, library aides, food service employees and cleaning personnel.

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

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

ARTICLE 26

WAGES

1. Year 1
 - a. 3% base wage increase
 - b. 3% increase will be calculated after vacation conversion
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
3. Year 3
 - a. 1% base wage increase

ARTICLE 27

SCHOOL EMPLOYEES RETIREMENT SYSTEM (SERS) PAYMENT

Effective January 1, 1994, the Cleveland Board of Education agrees to implement the "pick-up" of employee retirement contributions to the School Employment Retirement System (SERS) in accordance with Ohio Attorney General's Opinion 82-097.

ARTICLE 28

LEGALITY

It is the intent of the District and the Union that this Agreement comply in every respect with applicable legal statutes, and if it is determined that any provision of this Agreement is in conflict with law, that provision shall be null and void and shall not affect the validity of the remaining paragraphs of this Agreement. In the event of an unlawful determination, the Agreement shall be reopened on that provision and the District and the Union shall meet within thirty (30) days for the purpose of negotiating a lawful alternative provision.

ARTICLE 29

WORKING OUT OF CLASSIFICATION

Section 1. An employee (including employees assigned to work in the Food Service Division) temporarily assigned, by the appropriate administrative authority, to work in a classification with a higher rate, shall receive the rate of that higher classification for the period which he/she was so assigned and,

A. The individuals must be assigned to and must perform functions that are normally performed by the person who is replaced in order to receive compensation for that time period.

B. The term "higher rate of classification" refers to positions that have a higher degree of responsibilities, and pay a higher rate of pay.

Section 2. An employee may be temporarily assigned work in a lower classification, but, shall continue to receive his/her regular rate of pay during such assignment. This section is not intended to cover an employee who is demoted. This section is also not intended to interfere

with the right of management to make temporary assignments out of classification on an emergency basis.

ARTICLE 30

EMPLOYEE SELECTION

As vacancies occur in any of the classifications represented by the Union and the District desires to fill such vacancies, they will be filled through the job posting processes. In making selections among candidates for promotions, transfers or filling of vacancies, qualifications, skills and ability and seniority will be the basis for the selections. In determining whether or not an individual is qualified, the District will evaluate the individual's skill, ability, work record, disciplinary record, attendance record, evaluations, recommendations, experience, education, training, and other relevant factors, such as assessment results, test scores, etc. Where the District determines that two or more individuals are equally qualified, the District shall recommend for hire the individual with greatest seniority.

ARTICLE 31

MILITARY SERVICE/LEAVES

All leaves of absence for military duty and all rehire rights upon separation from active military service shall be granted to bargaining unit members in accordance with law.

ARTICLE 32

JURY DUTY PAY - COURT TIME PAY

Section 1. An employee called for jury duty shall be granted a leave of absence for the period of jury service and will be compensated for the difference between his regular pay and jury duty pay for work absences necessarily caused by the jury duty.

Section 2. To be eligible for jury duty pay, an employee must present to the District a jury pay voucher showing the period of jury service and the amount of jury pay received.

ARTICLE. 33

EXAMINATIONS

Section 1 . Physical, mental or other examinations required by a government body or the employer shall be promptly complied with by all employees, provided, however, the employer shall pay for all such examinations. The employer shall not pay for any time spent in the case of applicants for jobs and shall compensate other employees for time spent at the place of examination or examinations. All other physical exams taken by employees at the request of the Board and the employee shall be paid for the time off involved in taking the exam.

Section 2.

A. The possession, use or sale of alcohol, unauthorized or illegal drugs or the misuse of any legal drugs on District premises or while on Board business is grounds for termination.

B. Any employee observed in a condition, or demonstrating conduct which suggests that the employee is in violation of Section A shall be required to submit to such a medical test at a licensed medical facility without charge to the employee. Any employee refusing to submit to such a medical test shall be subject to immediate discharge.

C. Any employee who tests positive for alcohol, illegal drugs, or narcotics shall be subject to immediate discharge. The signature of the witness shall constitute acknowledgment for the purposes of this paragraph. Any such material placed in the member's files, after the date the member refuses, without the signature of a witness, cannot be used against the member in any proceedings, and is to be removed from the file.

Where a supervisor is not normally stationed at the building where the member is assigned, or where a member is not normally stationed at the building where the supervisor is assigned, the material shall be provided to the member within twenty (20) working days of receipt and an opportunity to discuss the material will be scheduled no later than twenty (20) working days after the member is provided a copy, without reference to the absence of the member or supervisor. For purposes of discipline only, the District will not take into account any prior derogatory information which was placed into the file more than two years previously. Any bargaining unit member who disagrees with information placed in his/her file shall have the

opportunity, within 30 days of the date the member had or should have had knowledge of the existence of the information in his/her file, to include a response to said information in the personnel file.

ARTICLE 34

REVIEW OF PERSONNEL FOLDER

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

ARTICLE 35

EQUIPMENT AND SAFETY

Safe Vehicles: The District and the Union agree that no vehicle shall be dispatched when the vehicle is unsafe for driving. If an employee believes that a vehicle is unsafe, he/she shall immediately report the unsafe condition to his/her immediate supervisor. The immediate supervisor will then take steps to insure that the vehicle is in safe working condition prior to being dispatched. The final decision as to whether a vehicle is safe for driving shall remain the responsibility of management with the advice of the maintenance supervisor. A vehicle which is deemed unsafe will be appropriately identified. No employee shall be discriminated against for reporting any unsafe conditions. However, once a decision is made that a vehicle is safe to drive,

the employee must perform his duties as ordered. Refusal to perform duties under these circumstances constitutes insubordination and is a grounds for discipline up to, and including termination.

ARTICLE 36

DRIVING RECORD AND DRIVER INSURABILITY

Section 1. All bargaining unit members must have a valid license and must qualify for insurance through the District's insurance provider (which includes a license not currently under suspension by the state) to continue their employment in their current position. Violation of these requirements is grounds for transfer to an available position or discipline up to and including discharge.

Section 2. Bargaining unit members are required to report all citations for moving violations, accidents, and any changes in the status of their license. Any driver with an excess of four (4) points accrued in any two (2) consecutive years while driving a District vehicle shall be subject to discipline up to and including suspension. Any driver involved in a chargeable accident as determined by management will be subject to discipline up to and including suspension. Recurring violations or accidents will result in discharge.

NEW ARTICLE

The district is implementing a new pay system. Once implemented, all employee pay records, including pay stubs, reimbursement checks shall be in electronic format and shall not be provided in paper format. The bargaining unit member shall have access to a working computer at his/her assigned building to view/print (if needed) all pay stubs, payroll records, reimbursement checks etc. Until the new system is implemented, earnings statement shall be delivered individually in sealed envelopes and shall include the employees earned sick time, vacation and overtime earned from the pay period. 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.

NEW ARTICLE

EVALUATION

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 sub-paragraph g. below.

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

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

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

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

the final composite evaluation is still of the lowest ranking, the employee shall be subject to termination. However, if at the conclusion of this twelve (12) month process the final composite evaluation is above the lowest rating, the employee shall be removed from this process and returned to the normal evaluation cycle unless a different cycle is agreed to by the Union and District.

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

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

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

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

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

DURATION

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

By: _____

Its: _____

Dated:

APPENDIX A
CLEVELAND METROPOLITAN SCHOOL DISTRICT
BOARD OF EDUCATION
PAYMENT SCHEDULE

TO BE UPDATED

Truck Drivers

Furniture Crew

Effective July 1, 2011, there will be no new longevity pay differential for any employee. Longevity pay differentials for existing employees will remain at their current rate(s).

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____, 20

FOR THE UNION

FOR THE BOARD

By: _____ By: _____

Its: _____ Its: _____

Dated: _____ Dated: _____

APPROVED BY:

CLEVELAND MUNICIPAL SCHOOL
DISTRICT

CITY, COUNTY AND WASTE PAPER
DRIVERS UNION, LOCAL 244
AFFILIATED WITH THE IBT

I

By: _____ By: _____

Its: _____ Its: _____

Dated: _____ Dated: _____

APPENDIX B
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:*
 - g. *The Attendance Control Committee shall develop an attendance control program that among other things defines unexcused absences, tardiness and AWOL.*

- h. 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 C

RETURN TO WORK / TRANSITIONAL WORK PROGRAM

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

Option A

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

Option B

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

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

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

APPENDIX D

CLEVELAND METROPOLITAN SCHOOLS RETURN TO WORK! TRANSITIONAL WORK PROGRAM

Statement of Policy

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

For Employee Increased

morale

Full wage vs. 72%, then 66-2/3% after 12 weeks of BWC compensation

No interruption of benefits

More hands-on" claims management

Ability to return to work as determined by physician

For Management

Reduced workers' compensation costs

Increased productivity

Decreased absenteeism

- Increased employee relations
- More "hands-on" claims management Assistance with compliance to ADA and FMLA

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

Goals & Objectives

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

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

Ensure that managed return-to-work develops within the requirements of the Americans with Disabilities Act (ADA) and applicable state laws.

Coordinate with Human Resources representatives.

Create an effective process for monitoring injured employees from the date of injury or illness until the injury is resolved or the injured worker is maximum medically improved (MMI).

Focus on what the employee can do, not on what he or she cannot do.

Focus on the temporary nature of the modified work assignment or job accommodation. Enlist the support and commitment of management, labor, and co-workers.

Perform detailed job assessment/analysis for each job classification identifying the physical demands and requirements of each job, especially for jobs or classifications that have a high accident rate, to include:

- (a) the essential and nonessential tasks,
- (b) the tools, machines, and equipment used,
- (c) posture requirements,
- (d) height and weight of object to be lifted and/or moved,
- (e) endurance factors, such as degree of strength and physical demands required.

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

RETURN TO WORK OPTIONS

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

Managed returns to work options include job accommodation, temporary alternate or modified duty assignments, and transitional work. Positions identified for such assignments are not intended to replace vacant positions. Return to work positions are recognized as temporary, supplemental positions and are not considered to be regular bid jobs or to become regular bid jobs. Such positions within the LOCAL 244 bargaining units are intended for LOCAL 244 employees and not employees of any other bargaining unit unless specifically agreed to by the affected Union President(s) and Management.

Job accommodation. The first choice is to bring the employee back to his/her regular job through a process called job accommodation, which is intended to allow employees to return to their regular jobs while recovering from an injury. Accommodation may require some modification of the injured employee's regular assignment. For example, it may be possible for

the employee to return to his/her regular job with instructions not to perform specific activities or to complete only a limited number of the tasks usually performed in a day's time. This type of job modification is often most desirable because it enables injured workers to perform familiar work. It also helps avoid injuries that could result from performing unfamiliar tasks.

Temporary alternate duty assignments. If job accommodations are not possible, another option is to place the disabled employee in temporary alternate duty assignments. In some cases, provisions shall be made to allow employees to *temporarily* perform work in a different job classification or even a different department. An employee may only temporarily perform work in a different union under this program so long as the affected Union President(s) and Management agree in writing. Alternate duty assignments shall be integrated into mainstream operations as much as possible. Jobs or tasks for alternate duty assignment shall be identified in advance and reviewed by both management and labor for approval. Each alternate duty job shall be assessed/analyzed and its physical requirements documented. Returning injured employees will be matched with suitable alternate work, given his/her medical restrictions. Alternate duty assignments shall keep pace with the injured workers improvement and shall not be considered either long-term or permanent.

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

Coordinating with Treating Physician

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

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

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

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

Upon the program physician's determination that an injury requires the employee to be off work, paid leave shall be granted by Management so long as the employee reported the injury within

- twenty-four (24) hours of the incident of illness or injury.

If the opinion of the employee's treating physician conflicts with that of the program physician and such opinion is presented to Management in seven (7) work days of the program physician's evaluation, and if the physicians cannot agree after consultation, the employee will be referred for a third opinion. A panel of occupational health specialists for third opinions shall be established by the Cleveland Metropolitan School District Transitional Work Committee. The third opinion shall be determinative of the employee's injury pay status under the Contract and shall not be subject to further appeal or review. If the third opinion is consistent with the program physician's plan and the employee enters and later drops out of the plan, then Management can recoup injury wage continuation pay from the employee's sick time accumulation. If the employee does not have a sufficient sick time balance, Management shall recoup the injury pay by reducing future sick leave earnings by one-half (1/2) until the injury pay is fully recouped.

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

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

Compensation

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

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

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

Permanent Restrictions/Disability

In the event that an employee cannot be returned to work due to permanent restrictions in their regular job or alternate position, or is applying for a disability retirement, and if the employee has followed the wage continuation program, Management will continue wage continuation for a period of forty-five (45) days in addition to the two (2) years of wage continuation for which the employee is eligible under Article 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 E
APPENDIX E NEEDS TO BE UPDATED

1 UNION/GROUP	CALENDAR YEAR 2011	
Full time Employees (assigned a minimum of 19 hours per week)*	Single	Family
Aetna	\$20.80	\$54.09
Kaiser HMO (PCP required)	\$22.89	\$60.81
MMO-SuperMed Plus PPO	\$21.93	\$54.82
Basic Dental	\$.55	\$1.52
Enhanced Dental	\$1.04	\$3.12

*Qualifying eligibility hours are based on District approved assignments and hours. Review your collective bargaining agreement for specific coverage and eligibility rules.

Medical Benefit Summary

Benefits	KAISER HMO Network Only (No coverage if	AETNA Network/Non- Network	MMO—SUPERMED SELECT POS Authorized/Non- Authorized	MAIO- SUPERMED PLUS PPO Network/Non- Network
Hospital Services (Emergency Co-pay (ER), Urgent Care Co- Physician Services (Office Visit)	\$20 Co-pay (ER) \$0 Co-pay (UC) \$10 Co-pay	\$75 Co-pay (ER) \$35 Co-pay (IC) / \$15 Co-pay / 70%	\$75 Co-pay (ER)* \$35 Co-pay (UC) / 70% \$15 Co-pay / 70%	\$75 Co-pay (ER)* \$35 Co-pay (UC) / 80% \$15 Co-pay / 80%
Physician Services (Surgery, 2 nd Surgery Opinion)	100%	100% / 70%	100% / 70%	100% / 80%
Physician Services (X-Ray & Prescription Drug—Generic Formulary Non-Formulary	100% \$5 Co-pay \$5 Co-pay \$5 Co-pay	100% / 70% \$5 Co-pay \$10 Co-pay \$10 Co-pay	100% \$5 Co-pay \$10 Co-pay \$15 Co-pay	100% \$5 Co-pay \$10 Co-pay \$15 Co-pay
Contraceptives	Covered	Covered	Covered	Covered
Mail Order/Days Supply per prescription	62 Days	90 Days	90 Days	90 Days
Generic Formulary Non-	\$5 Co-pay \$5 Co-pay \$5 Co-pay	\$10 Co-pay \$20 Co-pay \$20 Co-pay	\$10 Co-pay \$20 Co-pay \$30 Co-pay	\$10 Co-pay \$20 Co-pay \$30 Co-pay
Physical/Occupational Therapy Annual Maximum	\$10 Co-pay Up to 2 months or 30 visits per therapy; whichever	\$15 Co-pay / 70% 60 visits	\$15 Co-pay / 70% 60 visits	\$15 Co-pay / 80% 60 visits
Speech Therapy	\$10 Co-pay Up to 2 months or 30 visits whichever	\$15 Co-pay / 70% 20 visits per benefit period	\$15 Co-pay / 70% 20 visits per benefit period	\$15 Co-pay / 80% 20 visits per benefit period
Mental Health (MH) and Substance Abuse (SA)				
Mental Health—In Patient	100%	100% / 70%	100% / 70%	100% / 50%
Substance Abuse—In Patient	100% One (1) admittance	100% / 70%	100% / 50% Three (3) admissions per lifetime	100% / 50% Three (3) admissions per lifetime
MH & SA—In patient (Combined)	45 days per calendar period	30 days per benefit period	30 days per benefit period	30 days per benefit period
Mental Health—Outpatient	20 visits per year at	\$15 Co-pay / 70% after deductible	\$15 Co-pay / 70% after deductible	\$15 Co-pay / 80% after deductible
Substance Abuse—Outpatient	100%	\$15 Co-pay / 70% after deductible	\$15 Co-pay / 50% after deductible	\$15 Co-pay / 50% after deductible
MH & SA—Outpatient	Unlimited	50 visits per benefit	50 visits per benefit	50 visits per benefit
Major Medical				
Single (deductible)	\$0	\$0 / \$250	\$0 / \$250	\$0 / \$250
Family (deductible)	\$0	\$0 / \$500	\$0 / \$500	\$0 / \$500
Single (Max Out of Pocket)	\$0	\$0 / \$2,250	\$0 / \$2,250	\$0 / \$2,000
Family (Max Out of Pocket)	\$0	\$0 / \$4,500	\$0 / \$4,500	\$0 / \$4,000
Lifetime Maximum	Unlimited	Unlimited / \$2,500,000	\$2,500,000	\$2,500,000
<i>Dependent Age Limit</i>	To Age 23 (if allowed as a federal	To Age 23 (if allowed as a federal tax exemption)	To Age 23 (if allowed as a federal tax exemption)	To Age 23 (if allowed as a federal tax exemption)
Special Feature—Durable Med.	100%	100% / 70%	100% / 70%	100% / 80%
Special Feature—Hospice	100%	100%	100%	100%
Special Feature—Skilled Nursing	100%	100% / 70%	100% / 70%	100% / 80%
Special Feature—Organ Transplant	100%	100% / 70% (if pre- authorized)	100% / 50% Separate \$1 Million Lifetime	100% / 50% Separate \$1
Infertility Services	70%—See Certificate for	Not Covered	Limited Coverage—See Certificate for exclusions	Not Covered

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

Dental Benefit Summary

MetLife Insurance

Description	Basic		Enhanced	
Deductible	\$25 Individual/\$50 Family		\$25 Individual/\$50 Family	
Calendar-year Maximum	\$1,500 per person		\$1,000 per person	
	In-Network	Out-of-Network	In-Network	Out-of-Network
Preventative Oral Examinations—2 per year Prophylaxis (cleanings)—2 per year Topical Fluoride Applications—to age 19 annually Bitewing X-rays—2 per year Full Mouth X-rays—once every 36 months	80% of PDP Fee*	80% of R&C Fee**	80% of PDP Fee*	80% of R&C Fee**
Basic Fillings, Simple Extractions, Endodontics, Oral Surgery, Periodontics, General Anesthesia, Consultations	80% of PDP Fee*	80% of R&C Fee**	80% of PDP Fee*	80% of R&C Fee**
Major Bridges and Dentures—once every 5 years inlays, Onlays & Crowns—once every 5 years Prosthetics (Fixed)—once every 5 years Crown Build-ups Veneers, Harmful Habit Appliance, Crown, Denture & Bridge Repair	20% of PDP Fee*	20% of R&C Fee**	80% of PDP Fee*	80% of R&C Fee**
Orthodontics—Child Only Dependents covered until Age 19	20% of PDP Fee* F e e * *	20% of R&C	80% of PDP Fee*	80% of R&C Fee**
Orthodontia Lifetime Maximum	\$1,500 per person	\$1,500 per person	\$1,000 per person	\$1,000 per person
*PDP Fee refers to the negotiated fees that participating PDP dentists have agreed to accept as payment in full. **Reasonable and Customary charge is based on the lesser: (1) the dentist's actual charge, (2) the dentist's actual charge for the same or similar services, or (3) the usual charge of most dentists in the same geographical area for the same or similar service as determined by MetLife.				

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

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

Vision Insurance Benefits Summary	
Spectera (United Optical Vision Plan) (Locals 279, 701, 777, 1199, non-union, CCAS & Administrators)	
Description	Employee Benefit/Co-pay
Examination One exam every 24 months for employees and dependents 19 years of age or older, and once every 12 months for employees and dependents under age 19	E x a m \$ 0 C o p a y
Lenses/Frames One pair every 24 months for employees and dependents 19 years of age or older, and once every 12 months for employees and dependents under age 19. Covered in full, including lens options such as tinted lenses and scratch-resistant coatings.	Single Vision \$45.00 Co-pay Standard Bifocals Standard Trifocals Lenticular or Aphakic Lens Frames on display
Contact Lenses One pair every 24 months for employees and dependents 19 years of age or older, and once every 12 months for employees and dependents under age 19. In lieu of spectacle lenses and a frame, employees and dependents may choose contact lenses. Cosmetic and Medically Necessary contact lenses are covered in full (up to 4 boxes)	Contact lenses \$45.00 Co-pay
Union Eye Care (Locals 244, 407, and Building Trades)	
Examination One exam every 24 months for employees and dependents 19 years of age or older, and once every 12 months for employees and dependents under age 19.	Regular — spectacle — exam: Full coverage Contact lens exam: \$40.00 Allowance
Lenses/Frames One pair every 24 months for employees and dependents 19 years of age or older, and every 12 months for employees and dependents under age 19.	Single Vision Full Coverage Standard Bifocals Full Coverage Standard Trifocals Full Coverage Lenticular or Aphakic Lens Full Coverage Frames \$70.00 Allowance
Contact Lenses In lieu of frame and lenses, every 24 months for employees and dependents 19 years of age or older, and every 12 months for employees and dependents under age 19.	\$100 Allowance
Discounts Discounts are given before your benefit is applied.	Frames 45% -50% off MSRP Lens products not listed 45% off retail MSRP Non-prescription sunglasses 25% off retail MSRP Accessories 25% off retail MSRP Contact Lens Solution 25% retail MSRP
Fees for Lens Options: All fees are per pair.	Polycarbonate (polylite) Single Vision/ Multifocal \$25/\$45 fee Scratch Resistant Coating \$14 fee Ultraviolet Absorptive Coating \$12 fee Solid Tint \$6 fee Gradient Tint \$10 fee Anti-Reflective Coating \$35 fee Photochromic (glass) Single Vision/ Bifocal \$15/\$30 fee
When you are ready to use your benefit, simply call the Spectera/United Optical or Union Eye Care facility most convenient to you and make an	

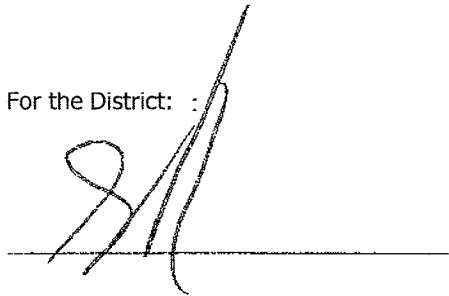
These charts are a broad summary of the medical, dental, life and vision insurance provisions. Other plan provisions and limitations may apply. If there is a discrepancy between the plan document and this bulletin, the plan document will prevail.

~~Side Letter Agreement Between The Cleveland Municipal School District and City, County and Waste
Paper Drivers Union, Local 244 Affiliated with the International Brotherhood of Teamsters~~

The District agrees to the following:

1. Furniture Crew. There will be a .60 per hour adjustment to be paid to all employees who move furniture pursuant to Article 16, Section 4.
2. Rich Allen will be made whole for the sixty cent adjustment in pay effective 2007 based on the amount agreed to by the District and Local 244.
3. Article 13 route assignment. No management level employee shall abuse his authority as it relates to route assignments. All such incidents shall be reported to Management and the Union immediately.
4. Coaching events shall not adversely affect an employee's attendance. Local 244 members may serve as coaches. To the extent that the hours of coaching overlap the employee's regular assigned working hours, then the employee and his/her supervisor shall agree to an adjustment of the employee's work hours on any given day so that the employee will work his/her regular daily hours.
- ~~5. The District will replace two truck drivers, based on operational needs, before the start of the 2011-2012 school year.~~
- ~~6. The District agrees that the value of the 5 % adjustment in compensation will not adversely affect Local 244 members to any greater extent than adjustments in compensation will affect members in other bargaining units, for the 2011-2012 school~~

For the District: :

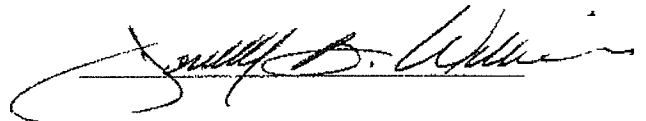


6-22-11

Date

year.

For the Union:



6-22-2011

Date