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AGREEMENT

between the

CLEVELAND MUNICIPAL SCHOOL DISTRICT

and the

SERVICE EMPLOYEES INTERNATIONAL UNION  
DISTRICT 1119, CTW, CLC

Effective July 1, 2007 10 through June 30, 2010-13

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## AGREEMENT

### PREAMBLE

THIS AGREEMENT is made and entered into by and between THE CLEVELAND MUNICIPAL SCHOOL DISTRICT (hereinafter referred to as the "District") and the SERVICE EMPLOYEES INTERNATIONAL UNION, DISTRICT 1199, CTW, CLC (hereinafter referred to as the "Union").

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

### ARTICLE I

#### RECOGNITION

Section 1. The District recognizes the Union as the sole and exclusive bargaining representative in all matters pertaining to salaries, fringe benefits, hours of work and all other conditions of employment for all cleaners; all cafeteria workers, including lunchroom attendants, but not lunchroom managers; all junior and senior library aides; ~~all exterminators; piano tuners; typewriter repairmen; machinists; clock repairmen;~~ maintenance men; all clerical positions below and inclusive of the classification of Data Processing System Analyst I; and such additional classifications in which the majority of employees request representation of the Union. The District recognizes the integrity of the bargaining units and will not take action for the sole purpose of eroding the bargaining units.

Section 2.     New Job Classifications. Whenever the District does create or establish any new job classifications of non-certified personnel, for those specific classifications set forth in Article I, Section 1 above, the District shall send written notifications of such action to representatives of the Cleveland Classified School Employees Unity Committee and representatives of the Union. In its notifications, the District shall describe the work to be performed by this classification and the Union will have the same opportunity as all other unions to include said employees in its bargaining unit. If the District creates or establishes any new job classifications in which the employees perform work substantially similar to the work being performed by employees then represented by the Union, the employees in the newly created or established job classification shall be represented by the Union beginning with the first day of employment of any such employees. The full terms and conditions of the Agreement shall apply to those employees as of the first day of their employment, except that the District and the Union shall meet immediately after the Union is informed that the District will create or establish such new job classification to negotiate the rate of pay to be received by said employees.

## ARTICLE II

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

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

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

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

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

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

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

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

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

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

The Employer agrees to furnish the Union, upon request, an electronically alphabetized list of employees, their current addresses, social security numbers, home phone numbers, classifications of work, descriptions of pay, their dates of hire and employee e-mail addresses.

Section 7.

It is specifically agreed that the Employer assumes no obligation, financial or otherwise, beyond administrative costs, arising out of any of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by an employee arising from deductions made by the Employer hereunder, including the cost of defending against such. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 8.

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

ARTICLE III

NON-DISCRIMINATION

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

#### ARTICLE IV

##### EXCLUSIVE DUES CHECKOFF AND FAIR SHARE FEES .

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

#### ARTICLE V

##### LABOR MANAGEMENT COMMITTEE

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

Section 2. The Committee shall consist of not more than four (4) representatives of the District and not more than four (4) representatives of the Union.

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

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

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

ARTICLE VI

VACATION

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

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

Employees hired after September 1, 2000, shall accrue vacation as follows:

<u>SERVICE</u>	<u>VACATION EARNED FOR EACH MONTH OF SERVICE</u>	
Less than 1 year .....	0 days	
From 1 - 7 years .....	83 days	(12 months = 10 days)
From 7 - 15 years .....	1.25 days	(12 months = 15 days)
Beyond 15 years .....	1.67 days	(12 months = 20 days)

Section 1. Twelve (12) Month Employees. All twelve-month employees accumulate vacation for each month that they are in active pay status. Employees are on active pay status when they are working, on vacation, sick leave, special privilege leave, jury duty or leave with pay. All vacation time under this Section shall accumulate beginning July 1 and ending June 30 of each year. Effective July 1 of each year, each twelve-month employee has available that vacation time which has been accumulated during the previous year. Consistent with the parties' agreement of July 2, 2002, twelve (12) month employees are permitted to carry-over accrued but unused vacation time as allowed by the Ohio Revised Code.

Section 2. Ten (10) Month Employees. Persons employed on a school year basis, such as school secretaries, cleaners, cafeteria personnel and library aides, accumulate vacation for each month of active employment during the school year at whatever monthly rate is appropriate for their years of service in the same manner as do twelve (12) month employees. In addition, a full twelve (12) month vacation credit will be granted to each ten (10) month employee hired prior to September 1, 2000, who has rendered regular service for the full ten (10) month school year.

The above listed employees (who are not eligible for the Article XXVII, Section 34 twenty (20) pay option) differ from the year round employees in that ten (10) month employees who work 1,000 or more hours per school year and whose work schedules are predictable in nature, such as clerical and library employees, will be paid on a salaried basis over twenty-six (26) annual pays, with vacation pay included in their salary, pursuant to Article XXVII, Section 26 of this Agreement. The ten (10) month employees who work 1,000 or more hours per school year and whose work schedules are relatively unpredictable in nature, such as food service and

cleaning personnel, will also be paid pursuant to Article XXVII, Section 26 of this Agreement. However, these classifications will continue on an hourly deferred basis and will continue to accrue and use vacation time separately. At the end of the school year, any earned but unused vacation time will be calculated at the employees regular District rate and will be added to the deferred amounts owed the employees payable over the pay periods occurring prior to the start of the next school year.

Because vacations may not be carried into the next school year, it is necessary for each employee to assure that their schedule at Winter, Spring and Summer breaks will accommodate the vacation days due them. In cases of approved emergencies, employees may opt to take vacations during other times of the year. Ten (10) month employees hired after September 1, 1990 shall accrue vacation only when they are in pay status subject to the conditions set forth in Section 3, Item 4, of this Article.

Section 3. General Information.

1. Employees who are eligible for vacation benefits include secretaries, clerks, cleaners, cafeteria and other regular employees. Excluded from vacation benefits are playground and community center employees, all student employees, resident tutors, lunchroom attendants, breakfast aides, all substitute and short-term assignment employees.

2. Members of the bargaining unit employed for less than eight (8) hours per day shall be entitled to vacation pay at their regular appointed hours of work. Where the employee's daily hours of work change during the vacation accumulation period, compensation shall be based upon the person's average number of regular appointed hours worked (e.g., a ten-month employee (190 days of work) whose regular appointed hours are eight (8) per day during the first 95 days transfers to a position for which the regular appointed

hours of work are six (6) per day for the remaining 95 days shall receive vacation compensation based upon a regular appointed work day of seven (7) hours for purposes of vacation accumulation).

3. Credit for a month's service will be granted if the employee is in pay status for fifteen (15) calendar days during a month, including weekends and holidays, if the employee is in pay status the day before and after the holiday and/or weekend days. Vacation will be accrued on an hourly and daily basis using the employee's regular straight-time appointed hours of work and the current definition of "in pay status" for purposes of making the calculation as it pertains to the 1987-1990 contract/15 days.

4. At the end of the annual accumulation period, employees will have their prior year's accumulation totaled and rounded off with one (1) full day's credit being given for accumulations of .50 days or more, while anything less than this amount will be dropped.

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

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

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

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

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

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

## ARTICLE VII

### LEGAL AND DECLARED HOLIDAYS

Section 1. Employees shall receive holiday pay based on their regular appointed hours of work during the school year for each of the following holidays. **However, for the 2010-2011 school year, the eligible employees shall only be paid for 6.5 of these days with the remaining 3.5 days used to partially offset the 4.62% wage reduction.** They will receive this pay provided that within a single school calendar year they are in pay status and actually work the days immediately before and after the holiday:

- New Year's Day (January 1)
- Martin Luther King, Jr. Day (the third Monday in January)
- President's Day (the third Monday in February)
- Memorial Day (the last Monday in May)
- Independence Day (July 4th)\*
- Labor Day (the first Monday in September)\*
- Veteran's Day (the 11th of November)
- Thanksgiving Day (the fourth Thursday in November)
- Thanksgiving Friday (the day following Thanksgiving Day)
- Christmas Day (December 25)

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

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

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

Section 2. Should New Year’s Day, Independence Day, Veteran’s Day and/or Christmas Day occur on a Saturday, the immediately preceding Friday will be observed as the paid holiday. Likewise, should any of these holidays occur on a Sunday, the immediately following Monday will be observed as the paid holiday.

Section 3. Any Monday which may immediately precede or any Friday which may immediately follow New Year’s Day, Independence Day and/or Christmas Day will also be granted as a paid holiday provided that the employee is in pay status and actually works on the work days immediately before and after the holiday. For ten-month employees hired before July 1, 1988, “actually work” shall be defined to mean actually work the last scheduled day before and the first scheduled day after the Independence Day and Labor Day holidays.

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

## ARTICLE VIII

### SICK LEAVE WITH PAY

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

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

Section 3. Each employee is required to submit a written signed statement to justify the use of paid sick leave **within three work days after his/her return from sick leave.** Falsification of a statement is grounds for a suspension or termination of employment.

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

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

Section 6. Any employee who has exhausted his/her/her paid sick leave, or a new employee, may be advanced up to five (5) days' paid sick leave within the current year. This

advanced paid sick leave will be recovered during the remainder of the school contract year as sick leave is earned. Remaining unearned paid sick leave charged to an employee, will, at the end of the school year, or at the termination of service, whichever occurs earlier, result in loss of pay.

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

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

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

Section 10. An employee returning to work after a paid sick leave of three (3) months or less shall be entitled to return to his/her pre-leave job classification and geographic area of assignment. An employee returning to work from a paid sick leave of more than three (3) months shall not be entitled to return to his/her pre-leave job classification and geographic area; however, the District will make a reasonable effort to return the employee to his/her pre-leave job

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

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

## ARTICLE IX

### PAID ASSAULT LEAVE

Section 1. An employee who is unable to work because of a physical disability resulting from an assault received in the course of employment, or in the discharge of other official assigned duties of the Cleveland Board of Education, shall be maintained in full pay status, on assault leave, for the period of time set forth in Section 4 herein. The parties agree to meet, on a case by case basis, where the Union can present information for the District to review in its determination whether a Union member may receive assault leave related to psychological trauma. Assault leave granted under these conditions shall not be charged against sick leave earned or unearned provided the incident is reported ~~as soon as possible~~ by the employee immediately, if medically able, to the principal, other District Administrator, or other appropriate District personnel if the principal or Administrator is not available, and the employee completes, if medically able, an incident report form and an assault leave form in order to be eligible for this benefit. The District may make reasonable

**modifications to the incident forms and the assault leave forms form time to time. and that**  
**In addition, the employee must should files for worker's compensation as soon as reasonably possible.**

Section 2. An employee must seek medical attention as soon as reasonably possible from the time that he/she has knowledge of an injury, must immediately report the assault to the principal, other District Administrator, or other appropriate District personnel if the principal or Administrator is not available, and must complete an incident report form and an assault leave form in order to be eligible for this benefit. The District may make reasonable modifications to the incident forms and the assault leave forms from time to time. The employee shall furnish a certificate from a licensed physician stating the nature of the disability and its anticipated duration with the completed assault leave form furnished by the District. Any assault leave extending five (5) days shall be subject to review by a District-appointed physician, including a physical examination at the physician's discretion to justify the use of assault leave. Falsification of either a signed statement or a physician's certificate will be grounds for suspension or termination of employment.

Section 3. Any employee who wishes consideration for restoration of full pay and sick leave status (consistent with the passage and amending of Ohio Revised Code §3319.143 effective September 30, 1976) may submit this request to the District. In the event that the request is rejected, the employee may file an appeal through the dispute resolution procedure. If any employee's absence resulting from assault is covered by Workers Compensation, the District shall provide the additional compensation that will provide the employee with the same pay rate received at the time of the assault for up to six (6) months from the date of the commencement of

the assault leave. If the payment from the District reduces Workers Compensation payments the District will make the employee whole for his/her or her full pay.

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

**ARTICLE X**

**FUNERAL LEAVE**

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

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

**ARTICLE XI**

**JURY DUTY LEAVE**

**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/her 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 the record of the jury duty payment received showing the period of jury service and the amount of jury pay received.

**ARTICLE XII**

**SPECIAL PRIVILEGE LEAVE**

**Section 1.** Regular full-time bargaining unit members shall be excused from duty as a matter of special privilege and granted a leave of absence for a period not exceeding three (3)

days in any one year (July 1 through June 30), provided that the employee submits a written request.

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

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

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

#### Special Privilege Leave Guidelines

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

- a. One (1) month prior to and two (2) weeks after the opening of schools in the Fall;
- b. one (1) month prior to and two (2) weeks after the close of schools for the Summer;

- c. the day before or after any school vacation or holiday and anytime during Spring break and Winter break.
2. At no time will more than one (1) bargaining unit member per site or operational unit be granted special privilege leave except in documented emergency situations.
3. In emergency situations during the times noted in No. 1 above, approval may be granted by the principal or supervisor. "Emergency" shall be defined as a situation in which the employee has no control and the employee did not participate in the decision for when the event was/is to occur.
4. Written notice must be on file in the appropriate office before pay for any special privilege day(s) is granted.
5. Special privilege leave may be taken in half or full day increments.

### ARTICLE XIII

#### SICK LEAVE WITHOUT PAY

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

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

**Section 2.** Unpaid leaves of absence shall be granted in three (3) month increments or less, but shall not continue beyond one (1) year. Employees who have been on such leaves may be required to provide a doctor's certificate certifying that the employee is fit to return to work. If the District so desires, it may require the employee to submit to a physical examination (paid by the District) before being permitted to return to work. If the employee's doctor and the District's doctor disagree concerning the employee's fitness to return to work, the Union and the District shall meet and choose a third doctor whose decision will be final. The expense of the third doctor will be borne equally by the Union and the District.

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

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

**Section 4.** An employee returning to work after an unpaid sick leave of forty-five (45) days or less shall be entitled to return to his/her pre-leave job classification and geographic area of assignment. An employee returning to work from an unpaid sick leave of more than forty-five (45) days shall not be entitled to return to his/her pre-leave job classification and geographic area; however, the District will make a reasonable effort to return the employee to his/her pre-leave job classification and geographic area of assignment, provided that the employee possesses the skills, qualifications and ability to perform the job. If the District is unable to return the employee to his/her pre-leave job classification and geographic area of assignment, the District will make reasonable efforts to return the employee to a comparable job

classification within the District. The employee will be returned to his/her pre-leave classification and, if possible, his/her pre-leave geographic area of assignment when a vacancy arises, so long as the employee possesses the skills, qualifications and ability necessary to perform the job.

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

Section 6. All leaves of absence and extensions shall be without pay and other economic benefits except that the District will continue to pay the premiums for all insurance coverage which may fall due during the first ninety (90) calendar days of a leave of absence, except that if an employee does not return within ninety (90) calendar days, the employee is responsible for the payment of all premiums beginning the first of the month following the commencement of the leave of absence.

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

The employee shall notify the Deputy Chief of Human Resources at least thirty (30) days in advance of the effective date of such leave except when such notice cannot be given because of medical considerations as determined by the employee's attending physician. An employee returning from a maternity leave of absence of twelve (12) weeks or less shall be returned to her pre-leave job classification and geographic area of assignment. An employee returning from a maternity leave of absence of greater than twelve (12) weeks shall be subject to the return to work rules as set forth in Section 4 of this Article. An employee returning from a maternity leave of absence will retain all seniority.

A pregnant employee may continue working until such date as she and her physician determine that she should no longer work. There are no restrictions relative to the number of maternity leaves that an employee may request.

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

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

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

Section 8. Up to one (1) year of unpaid leave shall be granted, upon request, for the purpose of providing personal care for ill family members. Family is specifically defined as child, father, mother, sister, brother, spouse, step-parent, or step-child. Unpaid leave shall be granted only after all personal leave days and accumulated sick leave days have been used. An employee returning from a family care leave of twelve (12) weeks or less shall be entitled to return to his/her pre-leave job classification and geographic area of assignment. An employee returning from a family care leave of greater than twelve (12) weeks shall be subject to the return to work rules set forth in Section 4 of this Article.

Section 9. The District further commits to provide no less than the requirements mandated under the Family Medical Leave Act, effective August 5, 1993.

#### ARTICLE XIV

#### EDUCATION LEAVE.

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

ARTICLE XV

UNION LEAVE

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

ARTICLE XVI

SEVERANCE PAY AND RETIREMENT

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

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

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

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

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

## ARTICLE XVII

### HOSPITALIZATION AND INSURANCE BENEFITS

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

#### Regular Employees:

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

#### Part Time Employees:

- (b) Employees who have a regular assignment requiring a minimum of nineteen (19) hours but less than thirty (30) hours of work per week during the school year excluding all student employees, community center employees, breakfast aides and lunchroom attendants. Also excluded are any employees utilized on a substitute basis or for short term assignments such as summer employment.
- (c) When an employee holds two or more positions, the determination of regular or part-time status is based on each separate assignment and not on a combined basis.

#### Section 2. Health Insurance.

##### A. Working Spouse Insurance Coverage

~~1. Effective January 1, 2008 and except as provided in Sections A (7) and A(8) below, if a bargaining unit member's spouse is eligible to participate (either as a current employee or retiree) in group health insurance and/or prescription drug insurance sponsored by his/her employer or retirement plan provider, the spouse must enroll in such employer or retirement plan sponsored group insurance coverage(s). The spouse is not required to enroll in family coverage in his/her employer or retirement plan sponsored group insurance coverage(s); nor is the spouse required to cover children.~~

~~2. Upon the spouse's enrollment in any such employer 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.~~

~~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, 2008.~~

~~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 Articles XXIV and XXVI.~~

~~6. Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer or retirement plan provider, as required by this section, shall be ineligible for benefits under the group insurance coverage sponsored by the District.~~

~~7. Any bargaining unit member who selects family coverage provided by Kaiser shall not be subject to the provisions in Article XVII Section 2(A).~~

~~8. Any bargaining unit member whose spouse is a retired CMSD employee with at least 10 years of full-time service with CMSD and whose spouse is eligible for STRS or SERS health care and/or prescription benefits may elect to cover the spouse as primary. The retired spouse does not have to enroll in the STRS or the SERS health care and/or prescription plan. However, if the retired spouse should become employed, he/she is required to enroll in his/her employer's health care and/or prescription plan for single coverage, as provided in Sections A(3) and A(4) above.~~

#### Working Spouse Insurance Coverage

1. Effective January 1, 2011~~08~~ and except as provided in Section 7 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 and/or prescription drug insurance sponsored by his/her employer or retirement plan, **the bargaining unit member shall pay a contribution of \$50.00 per month in addition to the employee monthly contribution for family coverage set forth in Section 2, below** ~~provider, the spouse must enroll in such~~

~~employer, or retirement plan sponsored group insurance coverage(s). The spouse is not required to enroll in family coverage in his/her employer or retirement plan sponsored group insurance coverage(s); nor is the spouse required to cover children.~~

2. Upon the spouse's enrollment in **his/her any such employer's healthcare plan** or retirement plan, that plan will provide primary coverage for the spouse and the District's plan will provide secondary coverage so long as the bargaining unit member is enrolled in the District's family coverage, **and the amount set forth in sub-section E.1. above shall not apply.**
3. During the open enrollment period, every bargaining unit member who has family coverage which includes a spouse who participates in the District's group's health insurance coverage ~~and/or prescription drug insurance coverage~~ shall complete and submit to the District a written declaration verifying whether his/her spouse is eligible to ~~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, 2011~~08~~.
4. Any bargaining unit member whose spouse becomes eligible for any employer/retirement plan sponsored **group health insurance** coverage after the open enrollment period shall notify the District within thirty (30) days.
5. If 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 ~~Articles 6 and 18. Article \_\_\_\_.~~
6. Any spouse who fails to enroll in any group health insurance coverage sponsored by his/her employer or retirement plan provider (**unless the bargaining unit member enrolls the spouse in the District's plan and pays the \$50.00 monthly contribution as set forth above**), as otherwise required by this section, shall be ineligible for benefits under the group **health care/prescription drug** insurance coverage sponsored by the District.
7. ~~Any bargaining unit member who selects family coverage provided by Kaiser shall not be subject to the provisions in this Article 29 Section 1 (E).~~

- 8- Any bargaining unit member whose spouse is a retired CMSD employee with at least 10 years of full-time service with CMSD and whose spouse is eligible for STRS or SERS health care ~~and/or prescription~~ benefits may elect to cover the spouse as primary. The retired spouse does not have to enroll in the STRS or the SERS health care ~~and/or prescription~~ plan. However, if the retired spouse should become employed, **and such employer offers group healthcare insurance, then that spouse and District employee are required to comply with Sub-sections 1 through 6 he/she is required to enroll in his/her employer's health care and/or prescription plan for single coverage, as provided in Sections 3 and 4 above.**

**Medical Insurance.**

A. Subject to the limitations of Section 1 and Section 2(A), during the enrollment period each year (November), each eligible employee, may elect either single or family coverage from one of the following health care provider plans: Aetna, Kaiser Permanente HMO, ~~Medical Mutual SuperMed Select~~ or Medical Mutual SuperMed Plus. The level of health insurance, prescription drug insurance, dental, and vision coverage provided, or in the case of self insurance, under the self-insurance program, will be the same as provided on June 30, ~~2007-10~~ **unless as otherwise** ~~These benefit levels are~~ set forth in Appendix G. All pre-existing conditions will be covered unless currently restricted by HIPAA guidelines.

Employees who enroll in either single or family coverage will pay the following monthly **employee contributions effective August 1, 2010 premiums (However, if the other unsigned unions agree to a different date, that date shall be used as the effective date) If it is retroactive, the parties will meet to decide how the retroactive portion will be paid.:**

<b>Single</b>	<b>Family</b>		
Aetna-15	30		
Kaiser-0	10		
<del>MMO SuperMed Plus-15</del>	30		
<del>MMO SuperMed Select-15</del>	30		
		Single	Family
	Aetna	<del>4015</del>	<del>7530</del>
	Kaiser	<del>400</del>	<del>7510</del>
	MMO Super Med Plus PPO	<del>4015</del>	<del>7530</del>
	MMO Super Med Select POS	<del>4015</del>	<del>7530</del>

All employee contributions are made by payroll deduction.

**Effective September 1, 2010, the following changes to substantive coverage shall be implemented:**

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

**Women's Health**

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

**Men's Health**

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

**General**

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

2. **Modification to Kaiser coverage only:**
  - a. **Modify existing generic/brand coverage from \$5/\$5 retail/mail to \$5/\$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.**
3. **Modification of all healthcare providers coverages:**
  - a. **Increase the co-payment to \$25 for specialist office visit.**

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

~~All employee contributions are made by payroll deduction.~~

~~\* Part time employees are eligible for single or family coverage from Kaiser only unless the employee agrees to pay the difference between Kaiser and the selected carrier.~~

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

C. 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 **September**

1, 2010 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 pre-existing conditions will be covered unless currently restricted by HIPAA. The Union will be involved in the development of the self-insurance program. ~~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.~~

D. **Opt-Out Option.** During the enrollment period each year, employees will be provided with the option of declining health insurance coverage for the ensuing year. Such elections are irrevocable until the next annual enrollment period. If the employee declines coverage for the year, s/he shall receive two semi-annual payments of \$250.00. These payments will be made in April and October. If the employee elects to change his/her coverage from family coverage to single (but would otherwise be eligible for continued family-coverage), s/he will receive two semi-annual payments of \$125.00, payable in April and October. Any employee who has opted-out and has any change in spousal coverage may be eligible to re-enroll within the current year of employment provided that the employee returns a pro rata share of the payments received pursuant to this Section.

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 G).

**Section 4. Shared Savings.** An employee shall be eligible to receive payment from the District equal to one-half (1/2) of up to \$500 in savings recovered by the District where the savings result from the identification by the employee of errors in his/her hospital/surgical/medical bills.

**Section 5. Vision Care.** All employees will be covered by a vision care program administered through a provider mutually agreeable to the parties. The District will pay the full cost of this program. The level of vision care benefits shall be the same as provided in the previous Collective Bargaining Agreement between the District and the Union, provided that the Spectera benefits shall be described in correspondence from Spectera to the Unions and the District dated August 3, 2000. (Appendix G).

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

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

**Section 8. Section 125 Plan.** ~~The District agrees to provide 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 prescribed by the District) to pay documented dental and vision care expenses and up to \$50,000 worth of life insurance per year with before-tax dollars through the District's Section 125 Plan, consistent with applicable federal law.~~

**A. The District shall continue to provide a "Cafeteria Plan". The existing Plan shall remain in effect through December 31, 2010. Effective January 1, 2011, that Cafeteria Plan will be expanded to: (a) allow employees who make employee contributions for health care coverage to elect to do on a pre-tax basis, (b) allow employees to elect to receive additional cash in lieu of Board paid health care coverage (as set forth herein), and (c) allow employees to elect to participate in the dependent care and medical care flexible spending accounts ("FSAs") described in paragraph C. below with respect to employee insurance premium payments as well as child care and dependent care expenses under applicable provisions of the Internal Revenue Code.**

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

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

**D In addition, each bargaining unit member will be allowed to make a separate pre-tax "salary reduction" election up to a maximum amount of \$10,000, and receive a corresponding credit under a health care FSA. Under the health care FSA, reimbursement may be received for medical (including dental and vision care) expenses (under IRC Section 213) that are not otherwise reimbursable by the health care plans of the District or of another employer.**

**E To comply with the requirement of IRC Section 125, the FSAs will each have a 2-1/2 month grace period during which amounts remaining in the FSAs at the end of each plan year can be expended for permissible benefits. However, at the end of the grace period, any remaining amounts will be forfeited.**

~~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.~~

F. ~~Employees may also elect (on forms prescribed by the District) to pay documented dental and vision care expenses and up to \$50,000 worth of life insurance per year with before-tax dollars through the District's Cafeteria Section 125 Plan, consistent with applicable federal law.~~

**Section 9. Life Insurance.** The District shall underwrite the cost of \$10,000 group life insurance policy for all regular employees. The District also will provide employees with the option of purchasing ~~up to \$150,000 of~~ life insurance through payroll deduction **up to the limits of the policies in effect, but not less than \$150,000.** Employees classified as lunchroom attendants having a regular assignment requiring a minimum of nineteen (19) hours of work per week, and who are employed on or before September 1, 1996 shall be covered by a \$3,000.00 District-paid Group Life Insurance policy.

**Section 10. Extended Coverage.**

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

This extended coverage will terminate ~~effective in~~ September 1 should the employee fall to return to active payroll status at that time. Any payroll deductions being made for ~~health care/prescription drug hospitalization~~ and/or group life insurance will be effected on a monthly basis during the school year with a triple deduction being made in June to cover the summer months.

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

1. In order to continue ~~health care/prescription drug hospitalization~~ the inactive employee will have to pay directly to the ~~District hospitalization agency~~ the bill that will be received from ~~the District or its designee~~ them, and should they return to active duty as an eligible employee they must re-enroll to obtain coverage.

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

Section 11. Out-Of-Network Charges. Employees enrolled in the Medical Mutual SuperMed Plus and SuperMed Select plans will pay the charges for services utilized outside of the plans' network as defined by those plans.

Section 12. SERS Pick-Up. The District agrees to continue the "pick-up" of employee retirement contributions to the School Employees Retirement System (SERS) in accordance with Ohio Attorney General's Opinion 82-097.

Section 13. Mental Health, Drug Abuse and Alcoholism. The District will continue to provide the same level of benefits for mental health, drug abuse and alcoholism treatment as provided under the previous collective bargaining agreement except for MMO SuperMed Plus plan. Effective September 1, 2000, there shall be no lifetime maximum for mental health, drug abuse and alcoholism treatment services under the MMO SuperMed Plus plan. However, there shall be a maximum of thirty (30) days inpatient care per year, and a maximum of twenty (20) outpatient visits per year.

Section 14. Durable Medical Equipment. Effective July 1, 2001, durable medical equipment will be provided in accordance with the standard durable medical equipment package under each plan.

~~Section 15. Health Care Subcommittee. A Health Care Subcommittee shall be established with five members appointed by the CEO and five members appointed by the Presidents of the five largest unions representing District employees, each President to appoint one member. Additional representatives may be invited to attend by agreement of the management and Union representatives. The Subcommittee shall review and make recommendations to the CEO and the Union Presidents regarding (1) mandatory re-enrollment; (2) opt out options; (3) modifications to any portion of this Article that will enhance benefits and/or control costs. Changes could include increased use of mail order prescriptions, drug deductibles, and such other modifications as the subcommittee may want to consider; (4) conversion to a pharmacy benefit manager format; and (5) such other matters as the Subcommittee may elect to explore.~~

~~The Subcommittee's first task shall be to determine the most efficient, accurate and cost effective method of completing benefit re-enrollment for all of the District's employees. The Subcommittee will submit its report for the re-enrollment process to be followed to the CEO and the Presidents of the five largest unions representing District employees by February 1, 2001. If the CEO and each of the five Union Presidents are unable to unanimously agree to the terms of re-enrollment, then the last best offer of the District and the Unions shall be submitted to an arbitrator for final, binding arbitration with the arbitrator selecting either the District's or the Unions' proposal. Implementation shall take place as soon as is practicable.~~

~~Should the Subcommittee propose or recommend a change in any benefit level set forth in this article, the change requires the approval of the CEO and the Presidents of the affected Unions.~~

~~Any recommended changes regarding this Article shall require the affirmative vote of (a) each and every one of the five (5) union Presidents and (b) the Chief Executive Officer. If the parties agree upon such a change but dispute what, if any, future improvement should be made with the savings, if any, resulting from the change(s), the amount of the savings to be applied to future improvements or the projected costs of such future improvements, the majority of the unions or the CEO may determine to submit the matter to arbitration. All Unions involved will present one position and will select one representative at such arbitration and 20 days in advance will identify the issue or issues to be arbitrated on behalf of all unions.~~

~~The Union agrees that any savings realized from the modifications negotiated in Article XVII have been used to fund a part of the wage increase.~~

## ARTICLE XVIII

### TEMPORARY AND/OR SUBSTITUTE EMPLOYEES

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

## ARTICLE XIX

### PROBATIONARY PERIOD

New employees shall serve a probationary period of ninety (90) work days. If the employee's probationary period extends beyond the end of the school year and the employee is not scheduled to work in the summer, then the summer shall not be considered as "work days"

for the probationary period. Discharge of an employee prior to the completion of the probationary period shall not be subject to the grievance procedure herein or any Civil Service Commission procedures. An employee must complete his/her probationary period before the employee is eligible for a transfer or promotion.

## ARTICLE XX

### UNION RIGHTS

Section 1. It shall not be a violation of this Agreement, and it shall not be a cause for discharge or disciplinary action for any employee to refuse to enter upon any property involved in a primary labor dispute, to refuse to go through or work behind any lawful primary picket line, or to refuse to do work normally done by striking members of another Union.

Section 2. Officers and/or staff representatives of the Union shall be permitted to enter the District's premises during working hours but at no time shall such visitation rights interfere with the work requirements of any employee or disrupt operations in any way unless expressly permitted by the District. The District agrees that during working hours, on the District's premises and without loss of pay, designated Union representatives shall be permitted to:

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

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

**Section 4.**

(a) The Union shall have the authorization to use the school mails for matters pertaining to its members.

(b) The Union may conduct Union business, other than membership meetings, on the school property during the hours of employment. The conduct of such business shall not interfere with the operation of the Cleveland Municipal Schools District, nor hinder any employee's scheduled work.

(c) The Union shall be permitted use of the bulletin boards in each school building, or other buildings, for the posting of notices concerning official Union business. The Supervisor in charge at each work site shall be responsible for such posting.

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

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

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

- (1) Employee name;
- (2) Employee number;

- (3) Date of appointment to current position;
- (4) Current rate of pay;
- (5) Asterisk the names of the employees whose union dues are being collected through District payroll deduction;
- (6) Code by employment status.

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

Section 7.

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

Section 8.

If a committee is formed that includes other bargaining unit personnel to address issues that materially affect or impact the duties of members of this bargaining unit, the Union will be provided immediate notice of the formation of the committee, and the Union shall have the opportunity for input into this committee on such issues.

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

**Section 10. The District agrees that the Delegates or Alternate Delegates designated by the Union may be released from duty if the need arises to assist in the problems related to all personnel represented by the Union without loss of pay during working hours. In addition, the**

Grievance Chair, Executive Board member, or other similar-ranking single individual as the Union may select, shall be allowed one day per week for the purpose of handling Union Business.

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

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

## **ARTICLE XXI**

### **JOB POSTING - TRANSFERS AND PROMOTIONS**

In the event the District elects to fill a vacancy in any of the classifications represented by the Union, the District will post the job opportunity including the work location, appropriate pay band and the number of hours for a minimum of ten (10) working days on bulletin boards in every organizational unit where bargaining unit members are employed. **In addition, the District shall also send the posting to bargaining unit members through the District e mail system.**

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

obtained through this Candidate "Pool" Process.

Lateral Transfers (Job and Work Site Preference).

All lateral transfers within classifications represented by the Union shall be administered through the use of a preferential form system. ~~All bargaining unit members who desire to transfer under this procedure shall file a preferential form, and all preferential forms shall expire effective December 31 of each year.~~ **Beginning July 1, 2010, preferential forms shall be in effect from July 1 through June 30 of each school year.** The bargaining unit member shall list each preference on the form in the order of that bargaining unit member's priority.

The current practice of transferring cleaners by seniority is accomplished by a preferential form system based on seniority where vacancies exist. These transfers will be effective at the end of the first pay period in August, January and April.

Promotions

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

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

### Governing Guidelines

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

- (1) First consideration will be given to qualified employees in the same classification who have on file a preferential form requesting a lateral transfer;
- (2) Second consideration will be given to qualified employees who have responded to relevant job postings; and
- (3) Third consideration will be given to all qualified candidates who do not fall within categories 1 or 2.

**(4) Any cleaner hired on or after July 1, 2010, shall be classified as "Permanent/Various". Such cleaners shall not have permanent building/location assignments but will be assigned as needed by the District. Permanent/various cleaners shall put in preferential list by school within a region so he/she can be assigned to any school in the region as determined by the District. Permanent various cleaners may be assigned to different schools within a region with two work days notice and shall work the same hours as the previous assignment.**

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

In making selections among candidates in any of the above categories, the District will abide by its recruitment and selection regulations. In determining whether or not an individual is qualified, the District will adhere to the principle of meritorious service and specifically will evaluate the individual's skill, ability, work record, disciplinary record, attendance record, evaluations, recommendations, experience, education, training and other relevant factors, such as assessment results, 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.

The parties agree that these procedures shall supersede any applicable Civil Service statute, rule or regulations.

ARTICLE XXII

LAYOFFS - DISPLACEMENT AND BUMPING RIGHTS -  
RECALLS

Section 1. No regular employee shall be laid off until after all normal attrition and bumping rights specified herein have been effectuated. Layoffs shall be made on a classification-by-classification basis. Employees shall be laid off in inverse order of their service with the District in the classification in which the layoff occurs. If an employee is targeted for layoff status, he/she will be offered any available positions within his/her classification without regard to the normal bidding procedure. **The process for determining seniority in the event of a tie-breaker is as follows:**

- 1. Current job entry date**
- 2. District seniority date**
- 3. Original hire date**
- 4. Date application signed (manually or electronically)**
- 5. Last four digits of the employees' social security number shall be used as the final tie-breaker with the highest number being laid off first**

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

When the District notifies the Union, the notification letter shall provide the following:

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

4. Recall lists by classifications.

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

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

Section 2.

Consistent with Section 1, after reviewing the Union's information and presentation, if the District determines that layoffs are still necessary, the District will use its best efforts to notify the Union members targeted for layoff ten (10) work days prior to the actual layoff date(s). The District will notify the employee via certified mail at the employee's address as contained in Human Resources. P.O. Boxes are not valid addresses. Where the Union member's last known address is a P.O. Box, the Union member's school or building of assignment shall serve as the last known address. The District shall also provide a copy of all lay-off notices to a designee identified by the Union.

Prior to any layoff or bumping, all temporary and probationary employees in the affected classifications shall be laid off first. Employees who are targeted for layoff shall have the right to bump ~~from a higher rated classification to a lower rated classification if they~~ to a previously held ~~the lower rated~~ classification **provided that an employee cannot bump into a previously**

**held higher pay band position if the employee was either voluntarily or involuntarily moved from such position and shall maintain their current wage rate or the top of the pay band, whichever is less. In no event will an employee be laid off where there is a less senior employee still employed anywhere in the District in the classification.**

**Section 3. Employees who are laid off or eventually bumped out of a classification shall be placed on a recall list for all classifications from which they have been laid off or bumped. Each recall list will rank employees in accord with their service in the classification on that list. Employees will be recalled to work ~~or called back to a higher-rated~~ or recalled to a **previously held** classification in the order in which they appear on the recall list. An employee shall remain on a recall list for two (2) years after his/her layoff or bumping out of a classification. The District shall provide the Union with a recall list for each classification in which it represents employees.**

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

**Section 4. When a vacancy occurs within a classification, the vacancy shall be filled by the employees on the recall list for that classification in the order in which the employees are ranked on the list.**

The District shall send notification by certified mail to the Union and the laid off employee of vacancies to be filled from the recall list.

The letter sent to the Union shall include the name of the laid off employee(s), the vacant position/classification and the building/location of the vacant position as they become available.

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

The District will then send a letter to the employee by certified mail indicating the laid off employee's acceptance or rejection of the vacant position. Included with the letter will be a form to be completed, signed and dated by the laid off employee indicating acceptance or rejection of the vacant position, and return instructions.

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

Section 5. An employee working for the District is earning service credit with the District regardless of the source of the funds for all or part of his or her compensation.

Section 6. Temporary layoffs (six (6) weeks or less) occasioned by such occurrences

as strike, calamity, act of God, etc., shall be made on a classification-by-classification basis. Employees temporarily laid off shall be laid off in inverse order of their service with the District on a site-by-site basis in the classification in which the layoff occurs. There shall be no bumping between sites in effectuating a temporary layoff.

Section 7. An employee who leaves the bargaining unit for a position within the District shall retain his/her seniority from the employee's previous classification for a period of one (1) year. If during that one-year period, the employee is bumped out of or laid off from the non-bargaining unit position, the employee may return to this bargaining unit, if a vacancy exists and no other bargaining unit employee is on the recall list that can perform the duties of that vacant position. In such a case, the employee shall return to the bargaining unit with the same seniority, for layoff and recall purposes only, as when the employee left the bargaining unit.

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

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

#### **Section 8 - Displacement**

**(A) As used in this section, "displacement" shall mean a bargaining unit member who is without a position due to a building closure or program ending. Such a person shall be referred to as a "displaced person".**

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

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

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

#### ARTICLE XXIII

#### JOB DESCRIPTIONS

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

#### ARTICLE XXIV

#### DISCIPLINE

~~For reasons including, but not limited to, intoxication, narcotics, criminal offenses, insubordination, excessive absenteeism or tardiness, absence without leave, neglect of duty, dishonesty and unsatisfactory job performance, employees may be disciplined up to and including discharge.~~

~~The District shall not count funeral days, jury duty days or any other excused absence in reviewing an employee's attendance.~~

The parties agree that the District will implement the Absence Abuse Policy, attached as Appendix H, effective July 1, 2007 will be incorporated into the collective bargaining agreement as Section \_\_\_ in Article VIII.

~~In the event that an employee is suspended or discharged, he/she will be advised of his/her right to have a Union Delegate present and, upon request, will be permitted to discuss his/her suspension or discharge with the Delegate. When a supervisor determines that reprimands, suspensions or other disciplinary actions, up to and including discharge, are in order, such action will be taken in a private meeting with the employee and the Union Delegate. All disciplinary actions may be grieved through the contractual grievance procedure. Upon complaints or charges made against any employee, he/she may have a conference with the appropriate designated supervisor. At such hearing, the employee may have the assistance of a representative from the Union.~~

**Disciplinary action may be imposed upon an employee only for just cause.**

**Generally, progressive discipline will be followed. The progressive discipline steps are:**

- A. Verbal reprimand**
- B. Written reprimand**
- C. Suspension**
- D. Termination**

**The District has the right to skip any and all of the steps set forth above depending upon the offense.**

**Prior to the imposition of discipline, consistent with the Loudermill decision, the employee shall be afforded the opportunity to be confronted with the charges and offered an opportunity to offer his/her side of the story. Where appropriate, the employee will be provided his/her Garrity rights.**

**This meeting shall be held in private. The employee shall have the right to union representation at this meeting.**

Whenever in the performance of his/her duties as an employee and in carrying out the necessary duties thereof, an employee becomes the object of legal action directed against him/her, the District will provide the employee with legal defense in accordance with its obligations under R.C. § 2744.07.

If complaints or charges are made against any employee, he/she may have a conference with the appropriate supervisor or his/her designee or at a higher supervision level. At such hearing, he/she may have the assistance of a Union representative.

**ARTICLE XXV**

**MOVED TO ARTICLE XX**

## DELEGATES

~~Section 1.~~ The District recognizes the right of the Union to select Delegates, and Alternate Delegates for purposes of ascertaining whether the Agreement is being fulfilled and to provide employees at the various facilities of the District with Union Delegates.

~~Section 2.~~ The District agrees that the Delegates or Alternate Delegates designated by the Union may be released from duty if the need arises to assist in the problems related to all personnel represented by the Union without loss of pay during working hours. In addition, the Grievance Chair, Executive Board member, or other similar ranking single individual as the Union may select, shall be allowed one day per week for the purpose of handling Union Business.

~~Section 3.~~ Permission is to be secured from the proper designated supervisor by a Delegate or Alternate Delegate who desires to be so released to visit or to otherwise assist in resolving problems or matters of concern. Any Delegate leaving his/her building is to notify the proper designated supervisor prior to vacating the premises.

## NEW LANGUAGE

### FACILITY CLOSURES

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

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

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

ARTICLE XXVI

GRIEVANCE PROCEDURE

Section 1. A grievance is any matter concerning any alleged employee discipline or discharge without just cause, or the interpretation, application or alleged violation of a specific clause of this Agreement between the District and the Union. A grievance must be brought within ten (10) days of the date that the alleged violation occurred or within ten (10) days of the date that the employee should reasonably have known that the violations occurred. Pending and future grievances shall be resolved in the following manner:

**Step 1:** An aggrieved employee and/or his/her Union representative shall inform his/her immediate supervisor of the grievance, and the immediate supervisor shall have five (5) working days in which to adjust the matter.

**Step 2:** If the matter is not adjusted by the immediate supervisor within five (5) working days, then a written grievance shall be prepared and presented within five (5) additional working days to the supervisory personnel designated by the District for the involved employee. A meeting shall be held within five (5) days after presentation of the written grievance between said supervisory personnel and the Union representatives to discuss the grievance. Within five (5) days after that meeting, said supervisory personnel shall present a written answer to the Union.

**Step 3:** If the Step 2 written response is not satisfactory, then within five (5) days, the Union shall appeal the grievance in writing to the Deputy Chief of Human Resources. A meeting shall be held between the Deputy Chief of Human Resources and his/her designee and the representatives of the Union within five (5) days after receipt of the written appeal. Within five (5) days after that meeting, a written response to the grievance shall be sent to the Union. Where the District denies a grievance, such denial shall include the specific grounds for, evidence regarding and rationale for the decision. All suspensions and terminations shall be initiated at Step 3.

**Step 4:**

(A) All grievances which have been appealed to arbitration will be referred to mediation. Arbitration scheduling will give priority to cases which have first been mediated.

The District and the Union agree that a grievance mediation session will be held at some regular interval by mutual agreement of the parties to settle unresolved grievances properly submitted for mediation.

No later than 60 work days after the effective date of this Agreement the parties shall select a panel of five (5) mediators to serve for the first year of the contract. The mediator from the selected panel will be rotated alphabetically for succeeding sessions.

The selection of a panel of five (5) mediators for successive years of the agreement shall be conducted not later than thirty (30) days prior to each successive anniversary date of the contract. The parties may, by mutual agreement, use the same mediators in successive years.

(B) At the grievance mediation session the mediator shall hear outstanding post Step III grievances which have not been previously mediated, but have been appealed to arbitration as set forth above. It is the intent of the parties to make every effort to settle, grant or withdraw all such outstanding grievances.

The Union may have the grievant(s) and appropriate Union representatives. Employees who attend the grievance mediation session shall do so on paid time. Every effort will be made to conduct mediation discussions as concisely as possible.

The District may have any appropriate supervisor(s), and shall have management personnel empowered to settle grievances at the mediation session.

The parties agree they will make every effort to provide each other with any and all information which will facilitate the resolution of outstanding grievances.

(C) The mediator may employ all of the techniques commonly associated with mediation, including private caucuses with the parties, but the taking of oaths and the examination of witnesses shall not be permitted and no verbatim record of the proceedings shall be taken. The purpose of the proceedings is to reach a mutually agreeable resolution of the dispute, and there will be no procedural constraints in reviewing the facts and arguments. There shall be no formal evidence rules, Written evidence presented to the mediator will be returned to the party at the conclusion of the mediation setting.

(D) Mediation efforts shall be informal in nature and shall not include written opinions or recommendations from the mediator.

(E) Any grievance settlement, whether it represents a compromise between the parties or a full granting of the grievance, shall be reduced to writing and signed at the grievance mediation session. Grievances not withdrawn or settled in the mediation session will automatically proceed to arbitration.

(F) Any settlement discussions held in the course of the grievance mediation process shall be considered "off the record" and shall be inadmissible in any subsequent arbitration hearing. The function of the mediator is to provide the parties with skilled advice as to what is likely to happen in an arbitration hearing in order to make settlement of the grievances more likely.

(G) Fees and expenses, if any, for the grievance mediation session shall be shared equally by the parties.

Section 2.     Arbitration. If the answer to the grievance is not satisfactory, the Union shall have the sole and exclusive right within sixty (60) days to submit the matter to arbitration by requesting a panel of seven (7) arbitrators from the Federal Mediation and Conciliation

Service (FMCS) with a copy of the request to the District. The parties shall select a single arbitrator, to hear the matter, by the "strike off" method. Upon mutual written agreement, the parties may elect to expedite the arbitration of particular grievances. In the event either party seeks expedited arbitration set forth at 62 FR 48949, effective September 18, 1997, or as otherwise agreed to between the parties. The fees and expenses of the arbitrator shall be paid equally by the District and the Union. Two (2) representatives of the Union, and all necessary witnesses, shall receive their regular salaries or wages for time spent in the arbitration proceeding, if conducted during working hours.

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 upon the District, the Union and the employees affected by the decision and award. The arbitrator is prohibited from making any decision or award which is inconsistent with the terms of this Agreement between the District and the Union or contrary to law. The arbitration hearing shall be held and the award shall be made in Cuyahoga County, Ohio.

Section 3.     Definition of Days. For the purpose of this provision, days shall mean a day that the aggrieved employee is at work unless the Union specifies in writing that for a particular grievance a day is to be each day, Monday through Friday, except for holiday.

Section 4.     Time Limits. Time limits specified in this procedure may be extended by mutual agreement of the parties. The failure of the District to comply with any time limit herein means that the Union may automatically process the grievance to the next step of the grievance procedure. Failure of the Union to comply with any time limits herein will result in the automatic dismissal of the grievance, if the District is in any way prejudiced by the Union's failure to meet the time requirements.

**Section 5.** Pursuant to Section 4117.10(a) of the Ohio Revised Code, this dispute resolution procedure hereby replaces and supersedes all grievance and arbitration procedures contained in any other agreements between the District and the Union. The District, the Union and the employee are subject solely to this grievance procedure and the Civil Service Commission shall have no jurisdiction to receive and determine any appeals relating this final and binding grievance procedure.

**Section 6.** In grievances challenging the discharge of a non-probationary employee, the Union may, within the time limits prescribed above, submit the grievance to an expedited arbitration process which shall differ from other arbitrations and arbitration procedures only in the following ways:

- A. The Federal Mediation and Conciliation Service shall be asked to submit to the parties a panel of fifteen (15) arbitrators. All arbitrators on the panel shall have a bona fide residence within the Northeast Ohio area. The parties may agree to establish a permanent list of no less than five (5) arbitrators.
- B. An arbitrator will be selected by the parties using the “Alternate strike” method, with the Union having the first “strike.”
- C. The parties shall notify the arbitrator selected of his/her selection within three (3) days of that selection.
- D. A hearing will be scheduled to be conducted within twenty-one (21) days of notice to the selected arbitrator that he/she has been selected.
- E. The arbitration process shall be informal, with an option for transcripts. The parties may, by mutual consent, agree to a bench decision. If there is no agreement to a bench decision, the arbitrator shall render a decision within

fourteen (14) days of the hearing. If the parties desire to submit written briefs, they shall do so within seven (7) days of the date of the hearing. (Seven (7) days is inclusive of the fourteen (14) day period.)

**NEW SECTION 7:**

**ANY GRIEVANCE AT ANY STEP OF THE GRIEVANCE PROCEDURE  
MAY BE SETTLED BUT ANY SETTLEMENT THAT IS REACHED  
SHALL BE REDUCED TO WRITING AND SIGNED BY BOTH PARTIES.**

ARTICLE XXVII

GENERAL

- 1) No students or volunteers shall be used to replace any **bargaining unit member cafeteria or library employees.**
- 2) The District will provide protective services to the best of its ability. Employees represented by the Union will have meetings with high level representatives of the District, including the persons in charge of the food service and library operations of the District, in response to agenda(s) submitted by the Union.
- 3) Adult sanitary facilities shall be made available to all employees at all school facilities.
- 4) An employee at any building who feels that the workload is not fairly distributed may file a grievance for adjustment of said work.
- 5) The administration shall exert its best efforts to protect all employees in this bargaining unit from verbal abuse and physical assault while engaged in the performances of their duties.

6) Upon advance written request, approval may be given for vacation of less than three (3) days' duration where unusual circumstances may warrant such approval.

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

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

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

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

11) No employee shall be required to perform a duty that is in violation of any applicable state law, city ordinance, rule or regulation issued by any federal, state or local regulatory agency, board or commission.

12) Where an employee has reasonable belief that equipment or supplies may cause bodily harm, that employee's immediate supervisor shall be notified of such belief, along with

the employee's department head. Employees who have a medically verified detrimental reaction to chemicals may cease the use of such chemicals. If the District so desires, it may require the employee to submit to a physical examination (paid for by the District) to challenge the employee's medical verification. If the employee's doctor and the District's doctor disagree concerning the employee's medical verification concerning reaction to chemicals, the Union and the District shall meet and choose a third doctor whose decision will be final. The expense of the third doctor will be borne equally by the Union and the District.

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

14) No material derogatory to a bargaining unit member's conduct, service, character or personality shall be placed in the member's file unless the member has the opportunity to read and discuss the material with the author. A member shall be provided with a copy of the material within six (6) working days\* (excluding days the member or supervisor is absent) of the receipt of the material by the supervisor in question. After being provided a copy of that material, a member shall be given the opportunity to discuss the material as soon as possible after the receipt of the material by the supervisor but not later than ten (10) working days\* (excluding days the member or supervisor is absent) after such receipt. All such materials authorized by supervisory personnel shall be signed and dated. These time restrictions may be extended where circumstances warrant. The member shall acknowledge that such material has been read by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that the material to be filed has been read, and does not 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. The signature of the witness shall constitute acknowledgement for the purposes of this paragraph. Any such material placed in a member's file, after the date of this Agreement, without the acknowledgment of the member, or where the member refuses to sign, the signature of a witness, cannot be used against the member in any proceedings, and is to be removed from the file. The employee shall have the right to answer any material filed, and his/her answer shall be attached to the file copy.

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

15) The District is currently conducting a study on staffing. The District will use Union representation on the committee which is gathering preliminary information necessary to refine and implement cleaning standards, prior to finalizing a staffing plan. The Union will designate three (3) representatives for this purpose.

The District will develop a procedural manual and job description for cleaners. The District will seek input into developing the procedural manual and the job description from three (3) representatives designated by the Union.

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

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

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

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

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

20) The District shall place improved information on pay stubs as follows:

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

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

21) An employee shall be notified when garnishee orders are received by the District.

Such notification shall be given as soon as such order is received.

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

23) Seniority based on length of service as a legally and permanently appointed employee and meritorious service shall be the basis for transfers, promotions, or filling of vacancies within the service. Such vacancies shall be filled as soon as practicable after such

vacancies occur. In the filling of such vacancies, references will be made to the preferential lists of employees on file in the appropriate office at the date when vacancies occur.

24) The District will develop a procedural manual for clerical personnel. The District will seek input into developing the procedural manual from three (3) representatives designated by the Union.<sup>1</sup>

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

26) All employees working over one thousand (1,000) hours per year, except those noted in paragraph 34 below, shall be paid on a calendar year (rather than school year) basis. This provision shall not increase or decrease the annual compensation to be paid to employees pursuant to the wage and salary schedules set forth in this Agreement and its attachments, nor shall it be applied to any employee if the application of the provision would result in the reduction of public assistance for which the employee would otherwise be entitled.

27) The Union shall have the right to utilize the District's E-Mail system. The District may review any literature intended to be sent out through E-Mail. The Union agrees to comply with any reasonable policy by the District regulating E-Mail. **Upon request of a member, the member shall be provided an e mail account upon submission of the required consent form.**

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

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<sup>1</sup> It is understood that the representatives from the Union for the clerical procedural manual may be different from the representatives for the procedural manual for cleaners, and that representatives on the clerical procedural manual may vary as different clerical areas and needs are addressed.

29) Secretaries and cleaners may be required to work on the two (2) professional days associated with Cleveland Teachers Union members during the school year if requested by the principal for the secretaries, and the Deputy Chief of Business Operations, or his/her designee for cleaners. Secretaries and cleaners will be paid their appropriate hourly rate for all time worked.

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

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

32) The District will establish and maintain the following minimum clerical positions at the below listed school sites:

High School – Chief Secretary

Pre-K-8 – Principal Secretary

Middle School – Principal Secretary

Elementary School – Senior Secretary

33) The Union and the District agree to meet annually to discuss cleaner staffing levels.

34) **Deferred Pay Option.** Bargaining unit members shall have the option to select either the District's established twenty (20) or twenty-six (26) biweekly pay plan. ~~The option will be phased in, with 20% of bargaining unit members by seniority offered the option each year starting with the 2007-2008 school year. The deferred amount for ten month hourly employees shall be calculated at 15 percent.~~

35) The parties agree that the District may carry out the Charter School Memorandum of Understanding, attached as Appendix I, effective July 1, 2007. **The Union recognizes the District's right to own and operate charter schools. If the District opens a charter school that it owns and operates such school shall be staffed by SEIU District 1199 members as identified in Article I of this agreement.**

36) **Food service employees shall be notified by their last work day of the school year as to their first day of work in the succeeding school year.**

#### ARTICLE XXVIII

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

Section 1. Clerical and library aide personnel shall be on duty seven and three-quarters (7-3/4) hours per day, five (5) days per week, excluding lunch hour. All personnel will be scheduled in keeping with the needs of their assignments. Deviations may be authorized to meet unusual or unexpected operational requirements.

Section 2. On a case-by-case basis, and subject to prior approval of management, based on operational needs, overtime hours will be offered to General Fund employees in an equitable manner among the affected employees at the specific site.

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

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

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

**ARTICLE XXIX**

**ASSIGNMENT OF AVAILABLE HOURS**

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

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

consistent with the Cleaner Contingency Plan, attached as Appendix J, effective July 1, 2001.

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

ARTICLE XXX

LEAD CLEANER

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

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

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

Individuals shall be selected for the position of lead cleaner based upon seniority and meritorious service. An individual selected for lead cleaner may continue in that position only so long as the employee continues to demonstrate meritorious service in the position. Lead cleaners shall be reviewed at least annually on the effectiveness of cleaning activities in their building. Upon their option, employees Who achieve lead cleaner positions may obtain additional in-

service and training which would qualify them for positions in the custodial staff. The District will share the cost of the training and, prior to advertising outside the District to fill assistant custodial positions, the District will solicit and review applications from cleaning staff for such vacancies. Applicants for assistant custodian positions must satisfy civil service and state testing and license requirements.

#### ARTICLE XXXI

##### CALL-IN PAY

An employee required to report back to work after the close of his/her shift, or on any day that is not a regular work day, shall perform necessary tasks or other assigned duties. In the event the matter for which one is called back to work takes less than three (3) hours to resolve, the union member has the option of (a) resolving the matter and receiving pay for time worked with a minimum of one (1) hour pay; or (b) remaining on duty for three (3) hours and performing work to be determined by the District. A union member choosing option (b) shall provide a written summary of the tasks performed during the call back.

#### ARTICLE XXXII

##### INCLEMENT WEATHER

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

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

#### ARTICLE XXXIII

##### WORKING OUT OF CLASSIFICATION

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

Section 2. When an employee is assigned by management to work in another job classification which is higher in pay, he/she shall receive a flat increase of ten cents (\$.10) for food service workers for each hour worked in the higher classification beginning with the first (1st) working day and each day worked thereafter. For a secretary Union member assuming the head secretary position, that member shall be compensated for each hour worked as a head secretary. If an employee is required to accept the responsibilities and to carry out the duties of a position or classification below their current position or classification, the employee shall continue to receive his/her regular rate of pay. This clause shall not be construed to grant to bargaining unit members any rights to any higher paid classification.

#### ARTICLE XXXIV

#### WAGE DIFFERENTIAL

Section 1. An increment of eleven and eight-tenths cents (.118) per hour shall be paid for all hours worked between the hours of 10:00 p.m. and 6:30 a.m.

Section 2. Secretarial employees who volunteer and receive training shall be allowed to distribute medication to students. The District shall pay one secretary per building \$565.00 per school year for distributing medication (equally divided over 20 pays). Secretarial employees who volunteer and receive training shall be allowed to distribute medication to students

attending summer school. The District shall pay one secretary per summer school building \$70.68 per summer school session for distributing medication.

ARTICLE XXXV

SUBCONTRACTING OF WORK

No work which is, or could be, performed by employees of the District without any additional training shall be subcontracted, so long as active employees of the District or employees on a recall list are willing to perform that work. If said employees are unable to complete the job within a reasonable time, then outside services shall be contracted, but only after or simultaneously with all employees on the recall list in the affected classification being returned to work. The District also will not subcontract services either to fill any vacated positions or to fill newly created positions within the Union's jurisdiction.

ARTICLE XXXVI

CAREER LADDER

See Appendix C of this Agreement.

ARTICLE XXXVII

WAGES

- ~~A. Effective July 1, 2007, there shall be an increase of 3% on base hourly rates.~~
- ~~B. Except as provided in section a. below, effective July 1, 2008, there shall be an increase of 3% on base hourly rates,~~
- ~~a. This increase is contingent upon the District continuing to receive in fiscal year 2009 no less than the amount of monies in total state foundation aid (not including pre-school and special education transportation) as received in fiscal year 2007 as stated in line 22 of the 2007 SF-3. If the District notifies the designated Union official no later than January 15, 2008 of the reduction in total state foundation aid (not including pre-school and special education transportation), the increase shall not apply and the District and the Union shall reopen negotiations for all matters except subcontracting, as found in Article XXXV, and insurance benefits as found in Article XVII (including health insurance, dental, vision, prescription coverage, and life insurance). In such case, the parties shall immediately commence negotiations and the impasse procedure in Article XLIII shall apply and the provisions of Article XVII section 2(A) (i.e., Working Spouse) shall expire effective January 1, 2009.~~

~~C. Except as provided in section a. below, effective July 1, 2009, there shall be an increase of 3% on base hourly rates~~

~~a. This increase is contingent upon funds sufficient to support the rates. If the District notifies the designated Union official no later than March 1, 2009, or such later date as mutually agreed, that there are not sufficient funds to support these wage rates, the increase shall not apply and the District and the Union shall reopen negotiations for all matters except subcontracting, as found in Article XXXV, and insurance benefits as found in Article XVII (including health insurance, dental, vision, prescription coverage, and life insurance). In such case, the parties shall immediately commence negotiations and the impasse procedure in Article XLIII shall apply and the provisions of Article XVII section 2(A) (i.e., Working Spouse) shall expire effective January 1, 2010.~~

**For the 2010-2011 school year, employee wages shall be reduced by 4.62%. This reduction shall be accomplished for employees working more than four hours per day (a) modifying Article VII, Holidays to provide eligible employees 6.5 paid holidays instead of 10 paid holidays; (b) two cost savings days to be selected by such employees subject to District approval ( a committee will be established to establish parameters for use of these days); and foregoing any annual increment provided for in this agreement. For employees working four hours or less, the wages paid those individuals will be reduced by 4.62% which shall include the holidays and foregoing any annual increment provided for in this agreement. Cost savings days shall not be used for employees working four hours or less to account for any portion of the 4.62% reduction.**

### ARTICLE XXXVIII

#### FOOD SERVICE EMPLOYMENT CONTINUATION,

#### PHYSICALS AND SALARY SCHEDULE

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

under the terms and conditions of employment contained in the then current agreement or agreements between the District and the Union.

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

#### ARTICLE XXXIX

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

Section 1. All bargaining unit employees shall be given priority over all other employees for work within their respective classifications during summer school and/or supplemental assignments. If summer school or a supplemental assignment is to be conducted at a school, the bargaining unit employees working in that school at the end of the regular school year shall have priority in accord with their building seniority, for all positions available at that school. If openings exist for summer school or supplemental assignments for bargaining unit employees which are not filled by the bargaining unit employees at that school in which summer school or a supplemental assignment will operate, then the most senior **school secretary who applies, regardless of the job classification** ~~qualified applicant~~ will be notified and offered the opportunity to fill the position. Notice of summer school or supplemental assignments operations at a school will be given to the bargaining unit employees as soon as possible.

The District will not assign substitute employees on a regular basis to summer and/or supplemental assignments as long as there are regular employees who have applied and are

willing to take said assignments.

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

#### ARTICLE XL

#### SAVINGS CLAUSE

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

#### ARTICLE XLI

#### MANAGEMENT RIGHTS

Except as specifically limited herein, the District shall have the sole and exclusive right to control all functions, operations and set all policies regarding the Cleveland Municipal School District, including, but not limited to, the sole and exclusive right to:

1. Determine matters of inherent managerial policy in the best interest of children which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate or hire employees;
3. Maintain and improve the efficiency and effectiveness of operations;
4. Determine the overall methods, process, means, or personnel by which operations are to be conducted;

5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the District as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the District as a governmental unit.

Notwithstanding Section 4117.08 of the Ohio Revised Code, the District is not required to bargain on any subjects -- including, but not limited to, those enumerated above -- reserved to and retained by the District under this Article.

Therefore, the Union agrees that during the life of this Agreement, the District shall have no obligation to bargain collectively with respect to the exercise of any rights reserved to and retained by it in this Article. Provided, however, that where the exercise of such a management right impacts upon the wages, hours or other terms and conditions of employment of employees in this bargaining unit, the District will bargain collectively with the Union over the effects of such management decisions when requested by the Union.

#### ARTICLE XLII

#### STRIKES AND LOCKOUTS

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

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

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

#### ARTICLE XLIII

#### DURATION OF AGREEMENT

~~The duration of this Agreement shall be from July 1, 2007<sup>10</sup> through June 30, 2010.~~  
~~However, if the District notifies the designated Union official no later than January 15, 2008, as~~

~~provided in Article XXXVII, Section B, the contract shall expire on June 30, 2008 for all matters except subcontracting, as found in Article XXXV, and insurance benefits, as found in Article XVII (including health insurance, dental, vision, prescription coverage, and life insurance). In such case, the negotiation procedure found in Article XXXVII, Section B shall apply. If the District notifies the designated Union official no later than January 15, 2009, as provided in Article XXXVII, Section C, the contract shall expire on June 30, 2009 for all matters except subcontracting, as found in Article XXXV, and insurance benefits, as found in Article XVII (including health insurance, dental, vision, prescription coverage, and life insurance). In such case, the negotiation procedure found in Article XXXVII, Section C shall apply.~~

**A. This Agreement shall be effective from July 1, 2010 through June 30, 2013, except as provided below.**

**B. The Union shall have the right to reopen negotiations for salaries only upon the availability of new monies in excess of Five Million Dollars from sources where such funds are not earmarked and not restricted or directed to be used for specific purposes, but, rather, may be used for compensation of bargaining unit members. In such case, the Parties shall immediately commence negotiations and the contractual impasse procedure shall apply. The District shall immediately inform the Union in writing if such new monies become available. Nothing in this paragraph shall limit the right of the District to re-open under paragraphs C. and D., infra.**

**C. If the Board projects a deficit in general fund monies of more than Five Million Dollars as of June 30, 2012, the District may re-open this Agreement only with respect to any economic provision, including but not limited to, wages, holidays, vacations, differentials, increments, health insurance and any other provision of the agreement with an economic impact on the District by notifying the designated Union representative no later than January 15, 2011. In such case, the Parties shall immediately commence negotiations and the contractual impasse procedure shall apply.**

**D. If the Board projects a deficit in general fund monies of more than Five Million Dollars as of June 30, 2013, the District may re-open this Agreement only with only with respect to any economic provision, including but not limited to, wages, holidays, vacations, differentials, increments, health insurance and any other provision of the agreement with an economic impact on the District by notifying the designated Union representative no later than January 15, 2012. In such case, the Parties shall immediately commence negotiations and the contractual impasse procedure shall apply.**

## ARTICLE XLIV

### DRUG TESTING

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

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

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

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

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

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

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

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

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

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

The District, after bargaining with the Union, shall adopt random drug testing policies only for employees who are required to be randomly tested under law (e.g., Department of

Transportation regulations regarding employees required to have a Commercial Drivers License).

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

The Union shall be indemnified and held harmless by the District for any violation of an employee's constitutional common law, or statutory rights.

The District agrees that it will implement this or a substantially similar drug/alcohol testing procedure with all other District employees.

#### ARTICLE XLV

##### EMPLOYEE DISCLOSURE REQUIREMENTS

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

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

Section 3. Disclosure of Arrest Warrants. Employees knowledgeable of outstanding arrest warrants must notify the School District of the warrant and resolve the warrant as

expeditiously as possible. An employee may use a vacation day or a restricted special privilege leave day to resolve the warrant; otherwise, an employee arrested on a warrant will not be allowed to return to pay status until submission of documentation that the warrant has been resolved.

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

Provided: This Section shall not apply to the above-described offenses for which a plea of guilty, or conviction was made prior to October 29, 1993, unless such plea or conviction was misrepresented on the employee application. Except as required on the employment application, employees shall not be required to disclose O.R.C. 3319.39 convictions or guilty pleas occurring between October 29, 1993 and the date of execution of the reopener provisions. However, such non-disclosure shall not insulate the employee from disciplinary action as set forth in Section 1, above, where such conviction or guilty plea has ultimately come to the attention of the District.

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

The District agrees that it will implement this or a substantially similar Employee Disclosure procedure with all other District employees.

**SIDE LETTER**

The District shall be entitled to schedule cleaners to work up to four (4) weeks prior to the start of school in September, and cleaners shall have taken all accrued vacation by that time, except where the District implements a voluntary work schedule program for General Cleaning.

### SIDE LETTER

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

SIDE LETTER

REGARDING NON-SCHOOL DIETARY EMPLOYEES

Non-School Dietary Reclassification:

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

- DIETARY II        -    (Formerly classified as Cashiers)
- DIETARY IV       -    (Formerly classified as Assistant Manager)

Four individuals will be promoted to the Dietary II classification due to the work that they perform. (These employees shall revert back to their original classification and seniority date if a lay-off should occur).

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

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

SIDE LETTER

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

SIDE LETTER

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

IN WITNESS WHEREOF, the parties have set their hands and seals this 31 day of

December, 2007.

SERVICE EMPLOYEES  
INTERNATIONAL UNION, DISTRICT  
1199, CTW, CLC

BOARD OF EDUCATION OF THE  
CLEVELAND MUNICIPAL  
SCHOOL DISTRICT

By \_\_\_\_\_  
Dave Regan, President

By \_\_\_\_\_

By \_\_\_\_\_  
Lisa Hetrick, Secretary Treasurer

By \_\_\_\_\_

By \_\_\_\_\_  
Carol Sims, Coordinator

By \_\_\_\_\_

By \_\_\_\_\_  
Marquis Frost, Administrative Organizer

By \_\_\_\_\_  
Lynn A. Radcliffe, Executive Board

By \_\_\_\_\_  
Lorraine Bradley, Executive Board

By \_\_\_\_\_  
Cecelia Flonnoy, Executive Board

By \_\_\_\_\_  
Jacquelyne Lane, Executive Board

By \_\_\_\_\_  
Barbara Smith, Executive Board

By \_\_\_\_\_  
Margaret Wilson, Executive Board

By \_\_\_\_\_  
Lorraine Donnelly, Negotiating Team

By \_\_\_\_\_  
Brenda Evans, Negotiating Team

ICE EMPLOYEES  
INTERNATIONAL UNION, DISTRICT  
1199, CTW, CLC

By \_\_\_\_\_  
Maler Goddard, Negotiating Team

By \_\_\_\_\_  
Ava Hicks, Negotiating Team

By \_\_\_\_\_  
Velita Hill, Negotiating Team

By \_\_\_\_\_  
Carolyn Henderson, Negotiating Team

By \_\_\_\_\_  
Betty Johnson, Negotiating Team

By \_\_\_\_\_  
Patricia Kovar, Negotiating Team

By \_\_\_\_\_  
Martha Landers, Negotiating Team

By \_\_\_\_\_  
Renee Lindsley, Negotiating Team

By \_\_\_\_\_  
Joseph McCrystal, Negotiating Team

By \_\_\_\_\_  
Delisa Pryor, Negotiating Team

By \_\_\_\_\_  
Kathleen Scott, Negotiating Team

By \_\_\_\_\_  
Patricia Smith, Negotiating Team

By \_\_\_\_\_  
Kimberly Ward, Negotiating Team

## APPENDIX A

### Positions Currently Covered as of 07/01/00

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

**APPENDIX B**

**Classified Salary Schedule\* 2007-2008 (3%)  
Clerical Non/Supervisory Positions  
Service Employees International Union District 1199  
Effective July 1, 2007**

<b><u>Job Class</u></b>	<b><u>Title</u></b>	<b><u>Minimum</u></b>	<b><u>Maximum</u></b>	<b><u>Annual Increment</u></b>
350020	D.P. Systems Analyst	34965.05	57606.48	787
350015	Network Support Specialist	34965.05	57606.48	787
350070	Programmer III	34965.05	57606.48	787
350090	Specialist III	34965.05	57606.48	787
350025	System Programmer I	34965.05	57606.48	787
450610	Office Assistant II	34953.21	42551.73	822
450370	Computer Operator III	33110.12	55411.28	787
350040	Programmer II	33110.12	55411.28	787
450450	Word Processing Operator II	33110.12	55411.28	787
450090	Chief Secretary	30541.13	48755.82	662
450060	Auditor	29613.64	44562.30	662
450360	Computer Operator II	29613.64	44562.30	662
450600	Office Assistant I	29584.07	37801.93	822
450030	D.P. Documentation Technician	28686.17	44562.32	662
450445	Internal Auditor Assistant	28686.17	44562.32	662
450285	Lead Telephone Operator	28686.17	44562.32	662
450185	Procurement Specialist II	28686.17	44562.32	662
450540	Specialist II	28686.17	44562.32	662
450440	Word Processing Operator I	28686.17	44562.32	662
450560	Clerk IV	26557.66	39250.18	529
450010	Computer Operator I	26557.66	39250.18	529
450410	Data Control Clerk	26557.66	39250.18	529
450050	Data Entry Operator	26557.66	39250.18	529
450070	Payroll Audit Clerk	26557.66	39250.18	529
450350	Program Documentation Clerk	26557.66	39250.18	529
350030	Programmer I	26557.66	39250.18	529
450385	Scheduler	26557.66	39250.18	529
450200	Senior Storekeeper	26557.66	39250.18	529
450380	Tape Librarian	26557.66	39250.18	529

**Classified Salary Schedule\* 2007-2008 (3%)**  
**Clerical Non/Supervisory Positions**  
**Service Employees International Union District 1199**  
**Effective July 1, 2007**

<u>Job Class</u>	<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Annual Increment</u>
450550	Clerk III	24934.64	36627.89	529
650250	Library Technologist	24934.64	36627.89	529
450140	Principal Bookkeeper	24934.64	36627.89	529
450100	Principal Secretary	24934.64	36627.89	529
450300	Principal Stenographer.	24934.64	36627.89	529
450095	Procurement Specialist I	24934.64	36627.89	529
350060	Programmer Trainee	24934.64	36627.89	529
450522	Records Retention Clerk	24934.64	36627.89	529
650255	Resource Coordinator - Arts	24934.64	36627.89	529
450220	Shipping Clerk	24934.64	36627.89	529
450530	Specialist I	24934.64	36627.89	529
450400	Data Entry Operator II	23775.33	35567.53	529
450210	Senior Store Clerk	23775.33	35567.53	529
450020	Tabulating Machine Operator	23775.33	35567.53	529
450430	Word Processor Trainee	23775.33	35567.53	529
450040	Data Entry Operator I	23311.57	33851.57	529
450150	Senior Bookkeeper	23311.57	33851.57	529
450270	Senior Library Aide	23311.57	33851.57	529
450110	Senior Secretary	23311.57	33851.57	529
450290	Senior Stenographer	23311.57	33851.57	529
450320	Senior Typist	23311.57	33851.57	529
450390	Data Entry Trainee	22616.02	32013.96	529
450490	Film Inspector	22616.02	32013.96	529
450160	Junior Bookkeeper	22616.02	32013.96	529
450260	Junior Library Aide	22616.02	32013.96	529
450080	Junior Payroll Audit Clerk	22616.02	32013.96	529
450120	Junior Secretary	22616.02	32013.96	529
450310	Junior Stenographer	22616.02	32013.96	529
450280	Telephone Operator	22616.02	32013.96	529

\*Salaries indicated are for twelve-month services. Ten-month service employees are on the deferred 26-pay plan.

**Clerical/Non-Supervisory Positions  
Service Employees International Union District 1199  
Effective July 1, 2007**

Below listed personnel receive an **ANNUAL DIFFERENTIAL of \$693.00** in addition to their salary. This differential is payable pro-rata for the period or portion of the year that the employee serves in the capacity listed below.

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

Senior High Schools (all schools)  
PreK -- 8, Middle Schools (900+ enrollment)  
Elementary Schools (900+ enrollment)

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

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

School Secretaries            \$565.00  
Summer School Secretaries \$ 70.68 one payment

- Data Processing persons who serves in the capacity listed below receive an **HOURLY DIFFERENTIAL** of \$0.37 in addition to their salary.
- Afternoon Shift Duty
- Night Shift Duty

<u>LONGEVITY</u>	<u>YEARS OF SERVICE</u>	<u>ANNUAL RATE</u>
	20	\$855
	25	\$1822
	30	\$3039
	35	\$4499

**Classified Salary Schedule\* 2008-2009 (3%)  
 Clerical Non/Supervisory Positions  
 Service Employees International Union District 1199  
 Effective July 1, 2008**

<u>Job Class</u>	<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Annual Increment</u>
350020	D.P. Systems Analyst	36014.00	59334.67	811
350015	Network Support Specialist	36014.00	59334.67	811
350070	Programmer III	36014.00	59334.67	811
350090	Specialist III	36014.00	59334.67	811
350025	System Programmer 1	36014.00	59334.67	811
450610	Office Assistant II	36001.81	43828.28	846
450370	Computer Operator III	34103.42	57073.62	811
350040	Programmer II	34103.42	57073.62	811
450450	Word Processing Operator II	34103.42	57073.62	811
450090	Chief Secretary	31457.36	50218.50	682
450060	Auditor	30502.05	45899.17	682
450360	Computer Operator II	30502.05	45899.17	682
450600	Office Assistant I	30471.59	38935.99	846
450030	D.P. Documentation Technician	29546.76	45899.19	682
450445	Internal Auditor Assistant	29546.76	45899.19	682
450285	Lead Telephone Operator	29546.76	45899.19	682
450185	Procurement Specialist II	29546.76	45899.19	682
450540	Specialist II	29546.76	45899.19	682
450440	Word Processing Operator I	29546.76	45899.19	682
450560	Clerk IV	27354.40	40427.69	545
450010	Computer Operator I	27354.40	40427.69	545
450410	Data Control Clerk	27354.40	40427.69	545
450050	Data Entry Operator	27354.40	40427.69	545
450070	Payroll Audit Clerk	27354.40	40427.69	545
450350	Program Documentation Clerk	27354.40	40427.69	545
350030	Programmer I	27354.40	40427.69	545
450385	Scheduler	27354.40	40427.69	545
450200	Senior Storekeeper	27354.40	40427.69	545
450380	Tape Librarian	27354.40	40427.69	545

**Classified Salary Schedule\* 2008-2009 (3%)**  
**Clerical Non/Supervisory Positions**  
**Service Employees International Union District 1199**  
**Effective July 1, 2008**

<u>Job Class</u>	<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Annual Increment</u>
450550	Clerk III	25682.68	37726.73	545
650250	Library Technologist	25682.68	37726.73	545
450140	Principal Bookkeeper	25682.68	37726.73	545
450100	Principal Secretary	25682.68	37726.73	545
450300	Principal Stenographer	25682.68	37726.73	545
450095	Procurement Specialist I	25682.68	37726.73	545
350060	Programmer Trainee	25682.68	37726.73	545
450522	Records Retention Clerk	25682.68	37726.73	545
650255	Resource Coordinator - Arts	25682.68	37726.73	545
450220	Shipping Clerk	25682.68	37726.73	545
450530	Specialist I	25682.68	37726.73	545
450400	Data Entry Operator II	24488.59	36634.57	545
450210	Senior Store Clerk	24488.59	36634.57	545
450020	Tabulating Machine Operator	24488.59	36634.57	545
450430	Word Processor Trainee	24488.59	36634.57	545
450040	Data Entry Operator I	24010.92	34867.12	545
450150	Senior Bookkeeper	24010.92	34867.12	545
450270	Senior Library Aide	24010.92	34867.12	545
450110	Senior Secretary	24010.92	34867.12	545
450290	Senior Stenographer	24010.92	34867.12	545
450320	Senior Typist	24010.92	34867.12	545
450390	Data Entry Trainee	23294.50	32974.38	545
450490	Film Inspector	23294.50	32974.38	545
450160	Junior Bookkeeper	23294.50	32974.38	545
450260	Junior Library Aide	23294.50	32974.38	545
450080	Junior Payroll Audit Clerk	23294.50	32974.38	545
450120	Junior Secretary	23294.50	32974.38	545
450310	Junior Stenographer,	23294.50	32974.38	545
450280	Telephone Operator	23294.50	32974.38	545

\* Salaries indicated are for twelve-month services. Ten-month service employees are on the deferred 26-pay plan.

**Clerical/Non-Supervisory Positions  
Service Employees International Union District 1199  
Effective July 1, 2008**

Below listed personnel receive an **ANNUAL DIFFERENTIAL of \$693.00** in addition to their salary. This differential is payable pro-rata for the period or portion of the year that the employee serves in the capacity listed below.

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

Senior High Schools (all schools)  
PreK — 8, Middle Schools (900+ enrollment)  
Elementary Schools (900+ enrollment)

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

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

School Secretaries                      \$565.00  
Summer School Secretaries \$ 70.68 one payment

- Data Processing persons who serves in the capacity listed below receive an **HOURLY DIFFERENTIAL of \$0.37** in addition to their salary.
- Afternoon Shift Duty
- Night Shift Duty

<u>LONGEVITY</u>	<u>YEARS OF SERVICE</u>	<u>ANNUAL RATE</u>
	21	\$855
	26	\$1822
	31	\$3039
	35	\$4499

**Classified Salary Scheduler\* (3%)  
Clerical Non/Supervisory Positions  
Service Employees International Union District 1199  
Effective July 1, 2009**

<u>Job Class</u>	<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Annual Increment</u>
350020	D.P. Systems Analyst	37094.42	61114.71	835
350015	Network Support Specialist	37094.42	61114.71	835
350070	Programmer III	37094.42	61114.71	835
350090	Specialist III	37094.42	61114.71	835
350025	System Programmer I	37094.42	61114.71	835
450610	Office Assistant II	37081.86	45143.17	871
450370	Computer Operator III	35126.52	58785.83	835
350040	Programmer II	35126.52	58785.83	835
450450	Word Processing Operator II	35126.52	58785.83	835
450090	Chief Secretary	32401.81	51725.06	702
450060	Auditor	31417.11	47276.15	702
450360	Computer Operator II	31417.11	47276.15	702
450600	Office Assistant I	31385.74	40104.07	871
450030	D.P. Documentation Technician	30433.16	47276.17	702
450445	Internal Auditor Assistant	30433.16	47276.17	702
450285	Lead Telephone Operator	30433.16	47276.17	702
450185	Procurement Specialist II	30433.16	47276.17	702
450540	Specialist II	30433.16	47276.17	702
450440	Word Processing Operator I	30433.16	47276.17	702
450560	Clerk IV	28175.02	41640.52	561
450010	Computer Operator I	28175.02	41640.52	561
450410	Data Control Clerk	28175.02	41640.52	561
450050	Data Entry Operator	28175.02	41640.52	561
450070	Payroll Audit Clerk	28175.02	41640.52	561
450350	Program Documentation Clerk	28175.02	41640.52	561
350030	Programmer I	28175.02	41640.52	561
450385	Scheduler	28175.02	41640.52	561
450200	Senior Storekeeper	28175.02	41640.52	561
450380	Tape Librarian	28175.02	41640.52	561

**Classified Salary Schedule\* (3%)  
Clerical Non/Supervisory Positions  
Service Employees International Union District 1199  
Effective July 1, 2009**

<u>Job Class</u>	<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Annual Increment</u>
450550	Clerk III	26453.16	38858.53	561
650250	Library Technologist	26453.16	38858.53	561
450100	Principal Secretary	26453.16	38858.53	561
450140	Principal Bookkeeper	26453.16	38858.53	561
450300	Principal Stenographer	26453.16	38858.53	561
450095	Procurement Specialist	26453.16	38858.53	561
350060	Programmer Trainee	26453.16	38858.53	561
450522	Records Retention Clerk	26453.16	38858.53	561
650255	Resource Coordinator - Arts	26453.16	38858.53	561
450220	Shipping Clerk	26453.16	38858.53	561
450530	Specialist I	26453.16	38858.53	561
450400	Data Entry Operator II	25223.25	37733.61	561
450210	Senior Store Clerk	25223.25	37733.61	561
450020	Tabulating Machine Operator	25223.25	37733.61	561
450430	Word Processor Trainee	25223.25	37733.61	561
450040	Data Entry Operator I	24731.25	35913.13	561
450150	Senior Bookkeeper	24731.25	35913.13	561
450270	Senior Library Aide	24731.25	35913.13	561
450110	Senior Secretary	24731.25	35913.13	561
450290	Senior Stenographer	24731.25	35913.13	561
450320	Senior Typist	24731.25	35913.13	561
450390	Data Entry Trainee	23993.36	33963.61	561
450490	Film Inspector	23993.36	33963.61	561
450160	Junior Bookkeeper	23993.36	33963.61	561
450260	Junior Library Aide	23993.36	33963.61	561
450080	Junior Payroll Audit Clerk	23993.36	33963.61	561
450120	Junior Secretary	23993.36	33963.61	561
450310	Junior Stenographer	23993.36	33963.61	561
450280	Telephone Operator	23993.36	33963.61	561

\* Salaries indicated are for twelve-month services. Ten-month service employees are on the deferred 26-pay plan.

**Clerical/Non-Supervisory Positions  
Service Employees International Union District 1199  
Effective July 1, 2009**

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Elementary Schools (900+ enrollment)

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

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

School Secretaries                      \$565.00  
Summer School Secretaries    \$ 70.68 one payment

- Data Processing persons who serves in the capacity listed below receive an **HOURLY DIFFERENTIAL of \$0.37** in addition to their salary.
- Afternoon Shift Duty
- Night Shift Duty

<u>LONGEVITY</u>	<u>YEARS OF SERVICE</u>	<u>ANNUAL RATE</u>
	22	\$855
	27	\$1822
	32	\$3039
	35	\$4499

**Classified Salary Schedule 2007 (3%)  
 Food Service Positions  
 Service Employees International Union District 1199  
 Effective July 1, 2007**

<u>Job Class</u>	<u>Title</u>	<u>Hourly Rate</u>		<u>Annual Increment</u>
		<u>Minimum</u>	<u>Maximum</u>	
630067	Dietary IV	10.89	14.45	0.37
630060	Assistant Manager*	10.89	14.45	0.37
630065	Dietary III	10.58	13.55	0.37
650450	First Cook	10.58	13.55	0.37
650430	Satellite Cook	10.58	13.35	0.37
650445	Dietary II	10.47	13.38	0.37
650380	Assistant Satellite	10.47	13.38	0.37
650420	General Preparation	10.47	13.35	0.37
650440	Cashier	10.47	13.38	0.37
650480	Cook's Helper	10.47	13.38	0.37
650415	Dietary I	10.16	N/A	N/A
650410	Lunchroom Attendant	10.16	N/A	N/A

\* May be rotated from facility to facility as directed by the Executive Director of Food and Child Nutrition Services. School settings only.

N/A — Not applicable

<u>LONGEVITY</u>	<u>YEARS OF SERVICE</u>	<u>HOURLY RATE</u>
	20	0.40
	25	0.86
	30	1.44
	35	2.15

**Classified Salary Schedule 2008 (3%)  
Food Service Positions  
Service Employees International Union District 1199  
Effective July 1, 2008**

<u>Job Class</u>	<u>Title</u>	<u>Hourly Rate</u>		<u>Annual Increment</u>
		<u>Minimum</u>	<u>Maximum</u>	
630067	Dietary IV	11.22	14.88	0.38
630060	Assistant Manager	11.22	14.88	0.38
630065	Dietary III	10.90	13.96	0.38
650450	First Cook	10.90	13.96	0.38
650430	Satellite Cook	10.90	13.96	0.38
650445	Dietary II	10.78	13.78	0.38
650380	Assistant Satellite	10.78	13.78	0.38
650420	General Preparation	10.78	13.78	0.38
650440	Cashier	10.78	13.78	0.38
650480	Cook's Helper	10.78	13.78	0.38
650415	Dietary I	10.47	N/A	N/A
650410	Lunchroom Attendant	10.47	N/A	N/A

\* May be rotated from facility to facility as directed by the Executive Director of Food and Child Nutrition Services. School settings only.

N/A - Not applicable

<u>LONGEVITY</u>	<u>YEARS OF SERVICE</u>	<u>HOURLY RATE</u>
	20	0.40
	25	0.86
	30	1.44
	35	2.15

**Classified Salary Schedule 2009 (3%)  
Food Service Positions  
Service Employees International Union District 1199  
Effective July 1, 2009**

**Hourly**

<u>Job Class</u>	<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Annual Increment</u>
630067	Dietary IV	11.56	15.33	0.39
630060	Assistant Manager	11.56	15.33	0.39
630065	Dietary III	11.23	14.38	0.39
650450	First Cook	11.23	14.38	0.39
650430	Satellite Cook	11.23	14.38	0.39
650445	Dietary II	11.10	14.19	0.39
650380	Assistant Satellite	11.10	14.19	0.39
650420	General Preparation	11.10	14.19	0.39
650440	Cashier	11.10	14.19	0.39
650480	Cook's Helper	11.10	14.19	0.39
650415	Dietary I	10.78	N/A	N/A
650410	Lunchroom Attendant	10.78	N/A	N/A

\* May be rotated from facility to facility as directed by the Executive Director of Food and Child Nutrition Services. School settings only.

N/A - Not applicable

<u>LONGEVITY</u>	<u>YEARS OF SERVICE</u>	<u>HOURLY RATE</u>
	20	0.40
	25	0.86
	30	1.44
	35	2.15

**Classified Salary Schedule 2007 (3%)  
Other Classified Positions  
Service Employees International Union District 1199  
Effective July 1, 2007**

<u>Job Class</u>	<u>Title</u>	<u>Hourly Rate</u>		<u>Assignment Differential</u>	<u>In-Charge Differential</u>
		<u>Minimum</u>	<u>Maximum</u>		
450585	Specialist I Adult Education	12.38	18.16	N/A	N/A
650595	Specialist I Stranded Students	12.38	18.16	N/A	N/A
650060	Lead Cleaner	11.90	N/A	** .26	*
650090	Cleaner	11.90	N/A	** .26	N/A
650450	Window Cleaner	16.60	N/A	N/A	0.28
650130	Exterminator	20.04	N/A	N/A	N/A
550490	Machinist.	19.83	N/A	N/A	0.47
650200	Maintenance Man	16.12	17.94	N/A	N/A

\*The following in-charge differentials are added to the hourly rate. Differentials may vary according to the number of cleaners at worksite as follows:

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

\*\*The assignment differential is added to hourly rate after 10:00 pm or for "Mat Cleaning."

<u>LONGEVITY</u>	<u>YEARS OF SERVICE</u>	<u>HOURLY RATE</u>
	20	0.40
	25	0.86
	30	1.44
	35	2.15

**Classified Salary Schedule 2007 (3%)  
Other Classified Positions  
Service Employees International Union District 1199  
Effective July 1, 2008**

<u>Job Class</u>	<u>Title</u>	<u>Hourly Rate</u>		<u>Assignment Differential</u>	<u>In-Charge Differential</u>
		<u>Minimum</u>	<u>Maximum</u>		
450585	Specialist I Adult Education	12.75	18.71	N/A	N/A
650595	Specialist I Stranded Students	12.75	18.71	N/A	N/A
650060	Lead Cleaner	12.26	N/A	** .26	*
650090	Cleaner	12.26	N/A	** .26	N/A
650450	Window Cleaner	17.10	N/A	N/A	0.28
650130	Exterminator	20.64	N/A	N/A	N/A
550490	Machinist	20.43	N/A	N/A	0.47
650200	Maintenance Man	16.60	18.48	N/A	N/A

\*The following in-charge differentials are added to the hourly rate. Differentials may vary according to the number of cleaners at worksite as follows:

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

\*\*The assignment differential is added to hourly rate after 10:00 pm or for "Mat Cleaning."

<u>LONGEVITY</u>	<u>YEARS OF SERVICE</u>	<u>HOURLY RATE</u>
	20	0.40
	25	0.86
	30	1.44
	35	2.15

**Classified Salary Schedule 2007 (3%)  
Other Classified Positions  
Service Employees International Union District 1199  
Effective July 1, 2009**

<u>Job Class</u>	<u>Title</u>	<u>Hourly Rate</u>		<u>Assignment Differential</u>	<u>In-Charge Differential</u>
		<u>Minimum</u>	<u>Maximum</u>		
450585	Specialist I Adult Education	13.13	19.27	N/A	N/A
650595	Specialist I Stranded Students	13.13	19.27	N/A	N/A
650060	Lead Cleaner	12.63	N/A	**26	*
650090	Cleaner	12.63	N/A	**26	*
650450	Window Cleaner	17.61	N/A	N/A	0.28
650130	Exterminator	21.26	N/A	N/A	N/A
550490	Machinist	21.04	N/A	N/A	0.47
650200	Maintenance Man	17.10	19.03	N/A	N/A

\*The following in-charge differentials are added to the hourly rate. Differentials may vary according to the number of cleaners at worksite as follows:

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

\*\*The assignment differential is added to hourly rate after 10:00 pm or for "Mat Cleaning."

<u>LONGEVITY</u>	<u>YEARS OF SERVICE</u>	<u>HOURLY RATE</u>
	20	0.40
	25	0.86
	30	1.44
	35	2.15

**APPENDIX C**

**MEMORANDUM OF UNDERSTANDING**

**CAREER LADDER**

A. All Career Ladder issues raised in these negotiations shall be deferred to the Career Ladder Committee. Any unresolved issues at the Committee level shall be referred to the Deputy Administrator for Support Services for a resolution. If no resolution can be achieved at the level of Deputy Chief of Human Resources, the Chief Executive Officer shall be the final arbiter for all unresolved issues. Both the Union and the District representatives shall submit their respective positions in writing to the Chief Executive Officer. Nothing in this clause shall be construed to limit the final decision-making authority of the District with regard to financial matters.

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

## APPENDIX D

### **RETURN TO WORK / TRANSITIONAL WORK PROGRAM**

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

#### **Option A**

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

#### **Option B**

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

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

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

**OPTION A - CLEVELAND MUNICIPAL SCHOOL DISTRICT**  
**WAGE CONTINUATION PROGRAM**

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

## **APPENDIX E**

### **CLEVELAND MUNICIPAL SCHOOLS** **RETURN TO WORK/ TRANSITIONAL WORK PROGRAM**

#### **Statement of Policy**

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

#### **For Employee**

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

#### **For Management**

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

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

#### **Goals & Objectives**

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

- Develop a plan to return injured employees to work safely and in a meaningful capacity, without risk of re-injury, aggravation of the injury, or risk to others.
- Ensure that managed return-to-work develops within the requirements of the Americans with Disabilities Act (ADA) and applicable state laws.

- Coordinate with Human Resources representatives.
- Create an effective process for monitoring injured employees from the date of injury or illness until the injury is resolved or the injured worker is maximum medically improved (MMI).
- Focus on what the employee can do, not on what he or she cannot do
- Focus on the temporary nature of the modified work assignment or job accommodation.
- Enlist the support and commitment of management, labor, and co-workers.
- Perform detailed job assessment/analysis for each job classification identifying the physical demands and requirements of each job, especially for jobs or classifications that have a high accident rate, to include:
  - (a) the essential and nonessential tasks,
  - (b) the tools, machines, and equipment used,
  - (c) posture requirements,
  - (d) height and weight of object to be lifted and/or moved,
  - (e) endurance factors, such as degree of strength and physical demands required.
- Develop detailed job descriptions (including essential and nonessential functions and physical requirements) to help medical care providers and medical care reviewers understand the physical and mental demands of each job.

### **RETURN TO WORK OPTIONS**

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

Managed returns to work options include job accommodation, temporary alternate or modified duty assignments, and transitional work. Positions identified for such assignments are not intended to replace vacant positions. Return to work positions are recognized as temporary, supplemental positions and are not considered to be regular bid jobs or to become regular bid jobs. Such positions within the District 1199 bargaining units are intended for District 1199 employees and not employees of any other bargaining unit unless specifically agreed to by the affected Union President(s) and Management.

**Job accommodation.** The first choice is to bring the employee back to his/her regular job through a process called job accommodation, which is intended to allow employees to return to their regular jobs while recovering from an injury. Accommodation may require some

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

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

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

### **Coordinating with Treating Physician**

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

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

Employees sustaining a work related emergency/trauma injury (i.e., life threatening, severe body injury) may be treated at any medical treatment facility to which emergency medical personnel transport them. The employee will subsequently be examined by the program physician. The

designated program physician will determine if the employee is capable of returning to regular duties, or, if restricted, returning to work under the options as described above. This plan will include any necessary rehabilitation plan to be followed, the approximate duration of any return to work assignment, and indicate any physical therapy the injured employee may require. The program physician(s) may require follow-up medical evaluations.

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

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

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

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

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

### **Compensation**

An employee working in the return to work/transitional work program will be compensated at their regular rate of pay. The employee will not be entitled to bid rights, overtime (unless the employee is performing within his/her bid position and overtime does not violate work

restrictions), etc., since the employee is not fit to perform all of the duties of the classification. With regard to the rights of other employees, the employee in the return to world transitional work program will be deemed not to be working out of classification.

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

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

#### **Permanent Restrictions/Disability**

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

## **APPENDIX F**

### **CLEVELAND MUNICIPAL SCHOOLS GUIDELINES FOR DONATING SICK LEAVE**

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

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

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

Sick Day Donation Request

The undersigned agree to donate the specified number of their accumulated sick days to the recipient identified below. The signatories understand and agree that the donation of sick days is IRREVOCABLE and may affect severance pay. Any donated days which are not used by the recipient will remain credited to the recipient's accumulated sick day total and will not be returned to the donor. Donated days will not count toward the recipient's severance pay at retirement. Donors may give no more than 5 days per year. Recipients are limited to a total of 50 donated days per year. EXCEPT WHERE INDICATED, PLEASE TYPE OR LEGIBLY PRINT ALL INFORMATION.

SS#: LAST 4  
DIGITS

Recipient \_\_\_\_\_ Phone: \_\_\_\_\_ ONLY: \_\_\_\_\_ School/Office: \_\_\_\_\_  
(as shown on paycheck)

(Complete One Column)

DONOR NAME (Please Print)	SIGNATURE	JOB CLASSIFICATION	WORK SITE	DATE	Last 4 digits only of Social Security number	NO. OF DAYS DONATED	NO. OF HRS. DONATED

CONTACT PERSON: \_\_\_\_\_ SCHOOL/OFFICE: \_\_\_\_\_ PHONE: \_\_\_\_\_

REVIEWED: \_\_\_\_\_  
Name of Recipient's Principal or Supervisor Signature Date

HUMAN RESOURCES: \_\_\_\_\_ PAYROLL: \_\_\_\_\_  
Signature Signature

"The primary goal of the Cleveland Municipal School District is to become a premier school district in the United States of America"

**APPENDIX G**

**Payroll Deductions  
Eff. 01/01/07**

<b>UNION/GROUP</b>	<b>CALENDAR YEAR 2007</b>	
	<b>Single</b>	<b>Family</b>
<b>Full Time Employees</b> (assigned a minimum of 19 hours per week)*		
<b>Aetna</b>	\$15.00	\$30.00
<b>Kaiser HMO (PCP required)</b>	\$0.00	\$10.00
<b>MMO SuperMed Select POS (PCP required)</b>	\$15.00	\$30.00
<b>MMO SuperMed Plus PPO</b>	\$15.00	\$30.00
<b>Basic Dental</b>	\$0.00	\$0.00
<b>Enhanced Dental</b>	\$11.94	\$38.80
<b>Vision — Union Eye Care</b> LOCALS 244, 407 & Building Trades	\$0.00	
<b>Vision — Spectera</b> LOCALS 1199, 279, 701, 777, non-union, CCAS & Administrators	\$0.00	

\*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

	Kaiser-HMO Network Only (No coverage if outside Kaiser, except in emergency)	AETNA Network/ Non-Network	MMO-SUPERMED SELECT-POS	MMO- SUPERMED PLUS-PPG Network/ Non-Network
Benefits				
Hospital Services (Emergency Co-pay (ER))	\$20 Co-pay (ER)	\$75 Co-pay (ER)	\$75 Co-pay (ER)*	\$75 Co-pay (ER)*
Urgent Care Co-pay (UC)	\$0 Co-pay (UC)	\$35 Co-pay (UC)/70%	\$35 Co-pay (UC)/70%	\$35 Co-pay (UC)/80%
Physician Services (Office Visit)	\$10 Co-pay	\$15 Co-pay/70%	\$15 Co-pay/70%	\$15 Co-pay/80%
Physical Services (Surgery, 2nd Surgery Opinion)	100%	100%/70%	100%/70%	100%/80%
Physician Services (X-Ray & Lab)	100%	100%/70%	100%	100%
Prescription Drug - Generic	\$5 Co-pay	\$5 Co-pay	\$5 Co-pay	\$5 Co-pay
Formulary	\$5 Co-pay	\$10 Co-pay	\$10 Co-pay	\$10 Co-pay
Non-Formulary	\$5 Co-pay	\$10 Co-pay	\$15 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	\$5 Co-pay	\$10 Co-pay	\$10 Co-pay	\$10 Co-pay
Formulary	\$5 Co-pay	\$20 Co-pay	\$20 Co-pay	\$20 Co-pay
Non-Formulary	\$5 Co-pay	\$20 Co-pay	\$30 Co-pay	\$30 Co-pay
Physical/Occupational Therapy	\$10 Co-pay	\$15 Co-pay/70%	\$15 Co-pay/70%	\$15 Co-pay/80%
Annual Maximum	Up to 2 months or 30 visits per therapy, whichever is greater	60 visits	60 visits	60 visits
Speech Therapy	\$10 Co-pay Up to 2 months or 30 visits, whichever is greater	\$15 Co-pay/70% 20 visits per benefit period	\$15 Co-pay/70% 20 visits per benefit period	\$15 Co-pay/80% 20 visits per benefit period
Mental Health (MH) and Substance Abuse (SA)	100%	100%/70%	100%/70%	100%/50%
Mental Health - In Patient	100%	100%/70%	100%/50%	100%/50%
Substance Abuse - In Patient	One (1) admission per year	Three (3) admissions per lifetime	Three (3) admissions per lifetime	Three (3) admissions per lifetime
MH & SA - in patient (Combined)	45 days per calendar year	30 days per benefit period	30 days per benefit period	30 days per benefit period
Mental Health - Outpatient	20 visits per year at \$10 Co-pay	\$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 (combined)	Unlimited	50 visits per benefit period	50 visits per benefit period	50 visits per benefit period

Medical Benefit Summary (continued)

Benefits	Kaiser HMO Network Only (No coverage if outside Kaiser, except in emergency)	AETNA Network/ Non-Network	MMO-SUPERMED SELECT-POS Authorized/ Non-Authorized	MMO- SUPERMED PLUS PPO Network/ Non-Network
<b>Major Medical</b>				
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 tax exemption)	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. Equip.	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%/150% Separate \$1 Million Lifetime	100%/50% Separate \$1 Million Lifetime
Infertility Services	70%—See Certificate for exclusions	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	
	\$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
<b>Preventative</b> 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**
<b>Basic</b> Fillings, Simple Extractions, Endodontics, Oral Surgery, Periodontics, General Anesthesia, Consultations	80% of PDP Fee*	80% of R&C Fee**	80% of PDP Fee*	80% of R&C Fee**
<b>Major</b> Bridges and Dentures—once every 5 years Inlays, Onlays & Crowns—once every 5 years Prosthetics (Fixed)—once every 5 years Crown Build-ups Veneers, Harmful Habit Appliance, Crown, Denture & Bridge Repair	20% of PDP Fee*	20% of R&C Fee**	80% of PDP Fee*	80% of R&C Fee**
<b>Orthodontics—Child Only</b> Dependents covered until Age 19	20% of PDP Fee*	20% of R&C Fee**	80% of PDP Fee*	80% of R&C Fee**
<b>Orthodontia-Lifetime Maximum</b>	\$1,500 per person	\$1,500 per person	\$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. If there is a discrepancy between the plan document and this bulletin, the plan document will prevail.*

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

**Vision Insurance Benefits summary**

<b>Spectera (United Optical Vision Plan)</b> <b>(Locals 279, 701, 777, 1199, non-union, CCAS &amp; Administrators)</b>	
<b>Description</b>	<b>Employee Benefit/Co-pay</b>
<p><b>Examination</b> One exam every 24 months for employees and dependents 19 years of age or older, and once every 12 months for employees and dependents under age 19</p>	Exam \$0 Co-pay
<p><b>Lenses / Frames</b> One pair every 24 months for employees and dependents 19 years of age or older, and once every 12 months for employees and dependents under age 19. Covered in full, including lens options such as tinted lenses and scratch-resistant coatings.</p>	Single Vision \$45.00 Co-pay Standard Bifocals Standard Trifocals Lenticular or Aphakic Lens Frames on display
<p><b>Contact Lenses</b> One pair every 24 months for employees and dependents 19 years of age or older, and once every 12 months for employees and dependents under age 19. In lieu of spectacle lenses and a frame, employees and dependents may choose contact lenses. Cosmetic and Medically Necessary contact lenses are covered in full (up to 4 boxes of disposable lenses.)</p>	Contact lenses \$45.00 Co-pay
<b>(Union Eye Care (Locals 244, 447, and Building Trades))</b>	
<p><b>Examination</b> One exam every 24 months for employees and dependents 19 years of age or older, and once every 12 months for employees and dependents under age 19.</p>	Regular spectacle exam: Full Coverage Contact lens exam: \$40.00 Allowance
<p><b>Lenses / Frames</b> One pair every 24 months for employees and dependents 19 years of age or older, and one pair every 12 months for employees and dependents under age 19.</p>	Single Vision Full Coverage Standard Bifocals Full Coverage Standard Trifocals Full Coverage Lenticular or Aphakic Lens Full Coverage Frames \$70.00 Allowance
<p><b>Contact Lenses</b> In lieu of frame and lenses, every 24 months for employees and dependents 19 years of age or older, and every 12 months for employees and dependents under age 19.</p>	\$100 Allowance

<b>Discounts</b> Discounts are given before your benefit is applied.	<b>Frames 45% - 50% off MSRP</b> <b>Lens products Not listed 45% off retail MSRP</b> <b>Non-prescription sunglasses 25% off retail MSRP</b> <b>Accessories 25% off retail MSRP</b> <b>Contact Lens Solution 25% retail MSRP</b>
<b>Fees for Lens Options</b> All fees are per pair.	<b>Polycarbonate (polylite) Single Vision/ Multifocal \$25 / \$45 fee</b> <b>Scratch Resistant Coating \$14 fee</b> <b>Ultraviolet Absorptive Coating \$12 fee</b> <b>Solid Tint \$6 fee</b> <b>Gradient Tint \$10 fee</b> <b>Anti-Reflective Coating \$35 fee</b> <b>Photochromic (glass) Single Vision/ Bifocal \$15 / \$30 fee</b>

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 appointment. Spectera/United Optical will request the employee's social security number and patient's date of birth to verify eligibility.

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.

### APPENDIX T (All medical benefit forms will be submitted separately for printing.)

#### Medical Benefit Summary

BENEFITS	KAISER HMO Network Only (No coverage if outside Kaiser, except in emergency)	AETNA Network / Non-Network	MMO-SUPERMED SELECT POS Authorized/ Non-Authorized	MMO-SU PLUS Network / Nt
Hospital Services (Emergency Co-pay (ER), Urgent Care Co-pay (UC))	\$20 Co-pay (ER) \$ 0 Co-pay (UC)	\$75 Co-pay (ER) \$35 Co-pay (UC) / 70%	\$75 Co-pay (ER)* \$35 Co-pay (UC) / 70%	\$75 Co-pay (ER) \$35 Co-pay (UC)
Physician Services (Office Visit)	\$10 Co-pay	\$15 Co-pay / 70%	\$15 Co-pay / 70%	\$15 Co-pay
Physician Services (Surgery, 2 <sup>nd</sup> Surgery Opinion)	100%	100% / 70%	100% / 70%	100% / 70%
Physician Services (X-Ray & Lab)	100%	100% / 70%	100%	100% / 70%
Prescription Drug - Generic Formulary Non-Formulary	\$ 5 Co-pay \$ 5 Co-pay \$5 Co-pay	\$ 5 Co-pay \$10 Co-pay \$10 Co-pay	\$ 5 Co-pay \$10 Co-pay \$15 Co-pay	\$ 5 Co-pay \$10 Co-pay \$15 Co-pay
Contraceptives	Covered / \$5 Co-pay	Covered	Covered	Covered
Mail Order /Days Supply per prescription	62 Days	90 Days	90 Days	90 Days
Generic Formulary Non-Formulary	\$ 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
<b>Physical / Occupational</b>	\$10 Co-pay	\$15 Co-pay / 70%	\$15 Co-pay / 70%	\$15 Co-pay

<b>Therapy</b>				
<b>Annual Maximum</b>	Up to 2 months or 30 visits per therapy, whichever is greater	60 visits	60 visits	
<b>Speech Therapy</b>	\$10 Co-pay Up to 2 months or 30 visits, whichever is greater	\$15 Co-pay / 70% 20 visits per calendar year	\$15 Co-pay / 70% 20 visits per benefit period	\$15 Co-pay / 70% 20 visits per benefit period
<b>Mental Health (MH) and Substance Abuse (SA)</b>				
<b>Mental Health - In Patient</b>	100%	100 % / 70%	100 % / 70%	100 % / 70%
<b>Substance Abuse – In patient</b>	100% One (1) admittance per year	100% / 70%	100 % / 50% Three (3) admissions per lifetime	100 % / 50% Three (3) admissions per lifetime
<b>MH &amp; SA – In patient (Combined)</b>	45 days per calendar year	30 days per calendar year	30 days per benefit period	30 days per benefit period
<b>Mental Health - Outpatient</b>	20 visits per year at \$10 Co-pay	\$15 Co-pay / 70% after deductible	\$15 Co-pay / 70% after deductible	\$15 Co-pay / 70% after deductible
<b>Substance Abuse - Outpatient</b>	100%	\$15 Co-pay / 70% after deductible	\$15 Co-pay / 50% after deductible	\$15 Co-pay / 50% after deductible
<b>MH &amp; SA – Outpatient (Combined)</b>	Unlimited	50 visits per calendar year	50 visits per benefit period	50 visits per benefit period
<b>Major Medical</b>				
<b>Single (deductible)</b>	\$0	\$0 / \$ 250	\$0 / \$ 250	\$0 / \$ 250
<b>Family (deductible)</b>	\$0	\$0 / \$ 500	\$0 / \$ 500	\$0 / \$ 500
	Single (Max Out-of-Pocket for Co-Insurance)	\$0	\$0 / \$2,250 (excludes deductible)	\$0 / \$2,250 (excludes deductible)
	Family (Max Out-of-Pocket for Co-Insurance)	\$0	\$0 / \$4,500 (excludes deductible)	\$0 / \$4,500 (excludes deductible)
<b>Annual Maximum</b>	Unlimited	Unlimited / \$2,500,000	\$2,500,000	\$2,500,000
<b>Age Limit</b>	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)	To Age 23 (if allowed as a federal tax exemption)
<b>Prescription Med.</b>	100%	100% / 70%	100% / 70%	100% / 80%
<b>Speech</b>	100%	100%	100%	100%
<b>Skilled Nursing</b>	100%	100% / 70%	100% / 70%	100% / 80%
<b>Organ Transplant</b>	100%	100% / 70% (if pre-authorized)	100% / 50% Separate \$1 Million Lifetime	100% / 50% Separate \$1 Million Lifetime
<b>Services</b>	70%—See Certificate for exclusions	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 DOCUMENT WILL PREVAIL. \*SEE CERTIFICATE OF COVERAGE FOR DETAILS.

REV. 04/04/07/MM

**CLEVELAND METROPOLITAN SCHOOL DISTRICT  
Vision Insurance Benefits Summary**

<b>Spectera (United Optical Vision Plan) (Local 279)</b>	
<b>Description</b>	<b>Employee Benefit/Co-pay</b>
<p><b>Examination</b> One exam every 24 months for employees and dependents 19 years of age or older, and once every 12 months for employees and dependents under age 19.</p>	Exam \$0 Co-pay
<p><b>Lenses / Frames</b> One pair every 24 months for employees and dependents 19 years of age or older, and once every 12 months for employees and dependents under age 19. Covered in full, including lens options such as tinted lenses and scratch-resistant coatings.</p>	Single Vision \$45.00 Co-pay Standard Bifocals Standard Trifocals Lenticular or Aphakic Lens Frames on display
<p><b>Contact Lenses</b> One pair every 24 months for employees and dependents 19 years of age or older, and once every 12 months for employees and dependents under age 19. In lieu of spectacle lenses and a frame, employees and dependents may choose contact lenses. Cosmetic and Medically Necessary contact lenses are covered in full (up to 4 boxes of disposable lenses.)</p>	Contact lenses \$45.00 Co-pay
<p>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 appointment. Spectera/United Optical will request the employee's social security number and patient's date of birth to verify eligibility.</p>	

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

CLEVELAND METROPOLITAN SCHOOL DISTRICT

**Dental Benefit Summary**

**MetLife Insurance**

<b>Description</b>	<b>Basic</b>		<b>Enhanced</b>	
<b>Deductible</b>	\$ 25 Individual / \$ 50 Family		\$ 25 Individual / \$ 50 Family	
<b>Calendar Year Maximum</b>	\$1,500 per person		\$ 1,000 per person	
	<b>In-Network</b>	<b>Out-of-Network</b>	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Preventative</b> 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 Space Maintainers for children under 19	80% of PDP Fee*	80% of R&C Fee**	80% of PDP Fee*	80% of R&C Fee**
<b>Basic</b> Fillings, Simple Extractions, Endodontics, Oral Surgery, Periodontics, General Anesthesia, Consultations	80% of PDP Fee*	80% of R&C Fee**	80% of PDP Fee*	80% of R&C Fee**
<b>Major</b> Bridges and Dentures – once every 5 years Inlays, Onlays & Crowns – once every 5 years Prosthetics (Fixed) – once every 5 years Crown Build-ups Veneers, Harmful Habit Appliance, Crown, Denture & Bridge Repair	20% of PDP Fee*	20% of R&C Fee**	80% of PDP Fee*	80% of R&C Fee**
<b>Orthodontics – Child Only</b>	20 % of PDP Fee*	20% of R&C Fee**	80% of PDP Fee*	80% of R&C Fee**

Dependents covered until age 19				
<b>Orthodontia Lifetime Maximum</b>	\$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. If there is a discrepancy between the plan document and this bulletin, the plan document will prevail.

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

CLEVELAND METROPOLITAN SCHOOL DISTRICT

## Payroll Deductions Eff. 01/01/0708/01/10

UNION/GROUP	CALENDAR YEAR 2007	
	Single	Family
<b>Full Time Employees (assigned a minimum of 19 hours per week)*</b>		
<b>Aetna</b>	<del>\$15.00</del> \$40.00	<del>\$ 30.00</del> \$75.00
<b>Kaiser HMO (PCP required)</b>	<del>\$ 0.00</del> \$40.00	<del>\$ 10.00</del> \$75.00
<b>MMO-SuperMed Select POS (PCP required)</b>	<del>\$15.00</del> \$40.00	<del>\$ 30.00</del> \$75.00
<b><u>MMO-SuperMed Plus PPO</u></b>	<del>\$15.00</del> \$40.00	<del>\$ 30.00</del> \$75.00
<b>Basic Dental</b>	\$ 0.00	\$ 0.00

<b>Enhanced Dental</b>	<b>\$ 11.94</b>	<b>\$ 38.80</b>
<b>Vision – Union Eye Care</b> LOCALS 244, 407 & Building Trades	<b>\$ 0.00</b>	
<b>Vision – Spectera</b> LOCALS 47, 279, 701, 777, non-union, CCAS & Administrators	<b>\$0.00</b>	

## **APPENDIX H**

### **ABSENCE ABUSE**

For purposes of this Article, the District shall not count absences for vacation days, Special Privilege leave days, funeral days, jury duty days, or any other documented excused absences or leaves when suspecting absence abuse.

#### **Section 1. Definition of Absence Abuse**

- a. Abuse of sick leave is the use of sick leave other than legitimate reasons as cited in Articles VIII (Sick Leave with Pay); IX (Paid Assault Leave); X (Funeral Leave); XI (Jury Duty Leave); XII (Special Privilege Leave) XIII (Sick Leave Without Pay); Article XIV (Education Leave); and XV (Union Leave) of the CBA.
- b. Pattern absence may be abuse of absence privileges. Pattern absence abuse will be defined as those undocumented absences that occur with repetition. Repetition of undocumented absences shall include incidents of undocumented absences immediately before or after vacation and/or Special Privilege leave days; immediately before or after weekends or holidays; immediately before or after paydays; immediately before jobs or assignments that are scheduled to meet a deadline.

**Section 2. Implementation of the Absence Abuse Program.** If there are five (5) incidents of undocumented absences or suspected and documented pattern abuse, as defined in Section 1 above, the following steps will apply:

#### **Step One**

- a. The supervisor will notify the employee and the appropriate Union Hearing Chair, in advance, in writing, that a meeting will be held to discuss the employee's alleged absence or pattern abuse. The supervisor will include in the notification the documentation supporting the alleged absence or pattern abuse. All rights afforded by the Loudermill & Weingarten Rights shall apply. The supervisor will inquire of the employee whether there is/are specific problem(s) which may be the reason(s) for the employee's absences. The employee shall be provided the opportunity to explain his/her reasons for the absences. If a reasonable explanation is provided, the matter will be considered resolved. If a reasonable explanation is not provided, the employee shall be informed that if the absence or pattern abuse persists, this step will be considered a verbal notification and that discipline measures may be taken.
- b. A letter summarizing the meeting and its conclusion(s) will be presented to the employee, in writing, and sent to the Union Hearing Chair/Delegate, within three (3) working days after the meeting has been held. The letter shall be kept on file with the employee's immediate supervisor.

- c. The employee will acknowledge receipt of the letter by affixing his/her signature and entering the date received on the original letter in the appropriate space provided. The appropriate space shall include the following statement: "The employee's signature merely signifies that the employee has read the letter, is in receipt of the letter and does not necessarily indicate agreement with its content" along with a signature and date line. The supervisor will also affix his/her signature on the original letter and enter the date signed. If the employee refuses to acknowledge receipt by signature, the supervisor shall note the refusal and shall procure the signature of one witness along with the date signed. The signature of the witness shall only constitute acknowledgement for the purposes of this paragraph.

### **Step Two**

- a. After seven (7) incidents of undocumented absences or suspected and documented pattern abuse, as defined in Section 1 above, the supervisor will notify the employee and Union Hearing Chair, in advance, in writing, that a meeting will be held to discuss the employee's undocumented absences or pattern abuse. The supervisor will include in the notification the documentation supporting the alleged absence or pattern abuse. A Corrective Action Plan will be presented to the employee and the Union Hearing Chair/Delegate within 30 days.
- b. A letter summarizing the meeting and its conclusion(s) will be presented to the employee, in writing, within three (3) working days after the meeting has been held. The supervisor will include in the written conclusion the Corrective Action Plan.

### **Step Three**

- a. If there is an incident of an undocumented absence or suspected and documented pattern abuse, as defined in Section I above, during the time period identified in the Corrective Action Plan, the supervisor will notify the employee and the Union Hearing Chair, in advance, in writing, that a pre-disciplinary hearing will be held. The supervisor will include in the notification the documentation supporting the alleged absence or pattern abuse.
- b. If the employee does not provide a reasonable explanation for the undocumented absence or suspected and documented pattern abuse, the employee may be subject to appropriate discipline. A letter summarizing the meeting and its conclusion(s) will be presented to the employee, in writing, within three (3) working days after the meeting has been held.
- c. The Rolling Twelve (12) Month Calendar Rule will be in effect the date the employee is in receipt of the summary letter as indicated in Section b of Step Three. Occurrences of undocumented absences or documented pattern abuse shall not be considered for purposes of this Article after the rolling twelve (12) calendar months period.

### **Step Four**

If an employee continues to demonstrate undocumented absences and suspected

and documented pattern abuse, as identified in Section 1 above, during the rolling twelve (12) month calendar period the issue shall go to the Executive Director of Human Resources. The Deputy Chief of Human Resources, or his/her designee, shall schedule a hearing and advise all parties, including the Union Hearing Chair, of the date, time and place of the hearing. Based on the information presented at the hearing, the Executive Director of Human Resources will summarize the hearing and its conclusion(s) in a letter and send a copy of the letter to all parties, including the Union Hearing Chair/Delegate within 30 workdays.

Any suspensions and termination shall be initiated at Step 3 of the Grievance Procedure of the Agreement.

This policy shall take effect on July 1, 2007. No incidents prior to this date may be used after the effective date of the policy.

### Tardy

For the purpose of this Article, tardiness is defined as being late to work:

- at the beginning of the scheduled starting time;
- returning from lunch; or
- returning from break.

District employees are responsible for reporting to work at their regularly scheduled time. Tardiness abuse may exist if an employee repeatedly is late without reasonable excuse so that the tardiness recognizably interferes with the employee's performance of assigned duties or disrupts the performance of other employees' duties.

### Early Departure

Any employee leaving his/her building before the end of the shift or workday is to notify the designated supervisor prior to vacating the premises. Employees may not substitute their lunch hour to report to work late or to leave early without prior approval.

### Absent Without Leave (AWOL)

District employees are responsible for reporting to work at their regularly scheduled time. For purpose of this Article, any employee who is unable to report to work due to illness or for any other emergency will not be considered Absent Without Leave (AWOL). Employees who do not report to work and do not provide notice will be considered AWOL and may be subject to discipline in accordance with Article XXIV, Discipline.

## APPENDIX I

### MEMORANDUM OF UNDERSTANDING BETWEEN THE CLEVELAND MUNICIPAL SCHOOL DISTRICT AND DISTRICT 1199 REGARDING DISTRICT SPONSORED CHARTER SCHOOLS.

The Cleveland Municipal School District (hereinafter "District") and Service Employees International Union District 1199 (hereinafter "SEIU 1199") agree to follow the terms of the following Memorandum of Understanding (MOU) that will govern the District's selection and assignment of any eligible SEIU 1199 bargaining unit members assigned by the District to provide secretarial or cleaning services to District Sponsored Charter Schools in District buildings.

1. SEIU 1199 represents those bargaining unit members identified in Article I (hereinafter "1199 Members") of the Collective Bargaining Agreement (hereinafter "Agreement") between the District and SEIU 1199. The District intends to sponsor charter schools during the existence of the 2007-2010 Labor Contracts.
2. The District represents that it will notify the Board of Directors (hereinafter "Board") of any District Sponsored Charter School that SEIU 1199 is the sole bargaining agent for the bargaining unit members identified in Article I of the Agreement between the District and SEIU 1199. The District further represents that any District Sponsored Charter School Board of Directors or agent, acknowledges and understands the District's obligations relative to this MOU. The Parties recognize, agree and understand that pursuant to R.C. § 4117.103 the District and any District Sponsored charter school may use volunteers.
3. SEIU 1199 shall identify and appoint a non-voting advisor to any District Sponsored Charter School's Personnel Selection Committee ("PSC") to assist the PSC in making the secretarial assignments for the District Sponsored Charter School. The advisor shall meet with the PSC prior to the selection and assignment of a secretary. The SEIU 1199 advisor will: (1) be available to meet with the PSC; (2) advise the PSC on the skill sets necessary to meet the unique needs of the District Sponsored Charter School; (3) review the applications and personnel file(s) of all SEIU 1199 members who have applied for the District Sponsored Charter School secretarial position; (4) offer opinions on the applicants; (5) participate in the applicant interviews; (6) rank the candidates based on criteria established by the PSC and the SEIU 1199 advisor. The District Sponsored Charter School will use the opinions of the SEIU 1199 advisor as a non-binding guide when making the secretarial assignment. SEIU 1199 cannot grieve the PSC's selection and assignment process, selections or assignments.
4. If the District Sponsored Charter School selects an eligible SEIU 1199 member to provide secretarial services, the District shall compensate the person so that the SEIU 1199 member so selected receives compensation at the entry-level rate of pay for a Secretary or the appropriate level of increments as set forth in the Labor Agreement.

5. SEIU 1199 members chosen to provide secretarial services at a District Sponsored Charter School shall maintain seniority within their classification pursuant to the Agreement. Any eligible SEW 1199 member desiring to bid on an available District position may do so at any time in accordance with the Agreement.
6. SEIU 1199 shall identify and appoint a non-voting advisor to the PSC to assist the PSC in making the cleaning services assignments for the District Sponsored Charter School. The advisor shall meet with the PSC prior to the selection and assignment of a cleaning services employee. The SEIU 1199 advisor will: (1) be available to meet with the PSC; (2) advise the PSC on the skill sets necessary to meet the unique needs of the District Sponsored Charter School; (3) review the applications and personnel file(s) of all SEIU 1199 members who have applied for the District Sponsored Charter School cleaning services position; (4) offer opinions on the applicants; (5) participate in the applicant interviews; (6) rank the candidates based on criteria established by the PSC and the SEIU 1199 advisor. The PSC will use the opinions of the SEIU 1199 advisor as a non-binding guide when making the cleaning services selection and assignment. SEIU 1199 cannot grieve the PSC's selection and assignment process, selections or assignments.
7. SEIU 1199 members chosen to provide cleaning services at the District Sponsored Charter School shall maintain seniority within their classification pursuant to the Agreement. Any eligible SEIU 1199 member desiring to bid on an available District position may do so at any time in accordance with the Agreement.
8. The District shall determine the hours of work for the SEIU 1199 member chosen to provide services to the District Sponsored Charter School. All hours worked by eligible SEIU 1199 members beyond 40 hours per week are overtime hours and shall be paid at the time and one-half rate.
9. SEIU 1199 members covered by this MOU are entitled to all benefits and holiday pay provided to SEIU 1199 members covered by the Agreement.
10. This agreement expires on June 30, 2010.
11. The Parties agree that a District sponsored charter school administrator may transfer a SEIU 1199 member for just cause but may not utilize the transfer as a means of disciplining a SEIU 1199 member. The decision of the District Sponsored Charter School to transfer a SEIU 1199 member is not challengeable by SEIU 1199 through the grievance procedure established in the Agreement. Instead, SEIU 1199 may request a meeting with the Governing Board, or a representative of the Governing Board, to discuss the transfer and may request that such transfer be overturned. The ultimate determination of the Governing Board, or a representative of the Governing Board, regarding the transfer is not a grievable decision. However, any SEIU 1199 member may grieve consistent with Articles III and XXVI of the labor agreement. If an SEIU 1199 member is transferred he or she will return to a vacant secretary or cleaner position consistent with his or her current classification, or his or her previous classification.

12. Any existing SEIU 1199 member or an SEIU 1199 member who transfers from his or her current bargaining unit position to a position at a District Sponsored Charter School will not be required to undergo a criminal records check.
13. Unless expressly stated herein, all other terms of the CBA between SEIU 1199 and the Board of Education of the Cleveland Municipal School District shall apply.
14. The District and SEIU 1199 agree that all provisions of the Agreement as modified and extended through June 30, 2010, as well as other binding agreements in the form of a memorandum of understanding shall remain in full force and effect.

Cleveland Municipal School District

SEIU District 1199

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **APPENDIX J**

### **CLEANER CONTINGENCY PLAN**

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

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

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

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

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

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

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

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

1. The cleaner can agree to either work the full normal shift hours alone or work any partial amount of the remaining normal shift hours after the District staffing leaves. Time not worked shall be made up within five days.
2. The cleaner shall be afforded the opportunity to work the remainder of his/her shift at another building while District staffing is present.

**IF THE CLEANER DECLINES EITHER OPTION, THEN THE CLEANER WAIVES HIS/HER RIGHT TO WORK THAT DAY. HOWEVER, THE CLEANER'S REFUSAL TO WORK SHALL NOT BE DEEMED AN UNEXCUSED ABSENCE UNDER THE ABSENCE ABUSE POLICY.**

**CLEANERS WILL NOT BE ALLOWED TO USE SICK TIME ARBITRARILY IF THEY CHOOSE NOT TO WORK BEYOND THE TIME THE CUSTODIAN LEAVES.**

#### **Cleaner Notification**

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

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

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

#### **Multi-cleaner Building Where Staffing Is Reduced**

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

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

**NO OVERTIME SHALL BE GRANTED OR WORKED TO CLEAN THE BUILDING.**

**SIDE LETTER OF AGREEMENT**

**between**

**SERVICE EMPLOYEES INTERNATIONAL UNION, DISTRICT 1199**

**&**

**CLEVELAND METROPOLITAIN SCHOOL DISTRICT**

On or about December 31, 2008, the parties executed a Collective Bargaining Agreement, effective July 1, 2007 through June 30, 2010.

During the course of negotiations, the parties agreed to make no changes to Appendix B, regarding the Longevity and Years of Service. Furthermore, the parties agree that there was not a proposal or intent to modify the language regarding the Longevity and Years of Service provisions of this Agreement.

However, upon further review, the Employer and the Union agree that the changes that exist on pages 80 and 83 of the July 1, 2007 through June 30, 2010 executed Collective Bargaining Agreement were typographical errors. Therefore the Employer and the Union have corrected the typographical errors and agree that page 80 and page 83 of the Collective Bargaining Agreement should read as attached hereto.

The Union agrees to send a copy of this Side Letter of Agreement along with the corrected copy of page 80 and page 83, by U. S. mail to all current bargaining unit members. The Employer agrees to include a copy of this Side Letter of Agreement and a copy of the corrected page 80 and page 83 in all current printed copies of the Collective Bargaining Agreement that they distribute.

The parties further agree that any copies of the Collective Bargaining Agreement created in the future shall contain the corrected pages 80 and 83.

For the Union:

For the Employer:

\_\_\_\_\_  
President

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date