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STATE EMPLOYMENT
RELATIONS BOARD

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AGREEMENT

by and between the

BOARD OF EDUCATION

of the

CINCINNATI CITY SCHOOL DISTRICT

---

and

**LOCAL 20 of the
International Union of
Operating Engineers**

January 1, 2010 – December 31, 2012

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A G R E E M E N T

The Board of Education of the Cincinnati City School District (herein called "the Board") and Local 20 of the International Union of Operating Engineers (herein called "the Union"), in order to insure the skilled-service support for the accomplishment of the basic objective of the Cincinnati Public Schools, which is to provide comprehensive educational opportunities for all children attending the Cincinnati Schools, do hereby agree as follows:

ARTICLE 1

Recognition

The Board recognizes the Union as the sole and exclusive bargaining representative in all matters concerning wages, hours and other terms and conditions of employment for all Building Engineers, HVAC Technicians, Automotive Mechanics, Refrigeration Technicians, Training Coordinator, Building Systems Operator and Security Alarm Technicians. In recognition of the Union's bargaining agent status, the Union shall have the right to use interschool mail services.

ARTICLE 2

No Discrimination

1. The Board agrees that it will not discriminate against any employee because of their membership in the Union or as the result of negotiations with the Board, or their institution of any grievance under their Agreement.

The parties agree that there shall be no discrimination on the basis of race, color, creed, national origin, religion or sex.

ARTICLE 3

Check Off

1. Commencing with the effective date of the Agreement and continuing thereafter during the term of this Agreement, and upon written request by the employee, the Board shall deduct uniform Union dues monthly from the wage payment made to that employee.

2. The amount deducted shall be remitted to the Union no later than the thirtieth day of the following month together with a statement setting forth the name of, and the amount deducted for, each employee from whose wages the deduction was made.

3. If an employee desires to revoke their dues check off authorization, written notice shall be given to the Board in the following manner. The employee shall obtain a "revocation of dues check off" form from the office of the Union and shall sign and date such revocation form. The completed card may then be turned in by the employee to the office of the Treasurer of the Board only during the month of April of each year of this Agreement. Under no circumstances shall the Union deny the right of any employee to revoke authorization of payroll deduction of union dues pursuant to the above procedure.

The Board shall not be liable to the Union for the remittance of payment of any sum other than that constituting actual deductions made from the wages of employees. The Union shall indemnify and hold the Board harmless against any and all claims, demands, suits or other forms of liability including by way of example and not limitation, the cost of any judgment against the Board and the reasonable value of any attorney fees incurred, that may arise out of or by reason of action taken by the Board or not taken by the Board for the purpose of complying with any provision of Section 3.

4. The Board agrees to provide differential dues deduction.

5. Fair Share Fees.

A. 1) Effective at the beginning of the pay period, four (4) weeks after a negotiated wage increase is effective, as allowed by O.R.C. Section 4117.09(C), all full-time employees covered by their Agreement who are not members of Local 20 shall pay to Local 20 through deductions from each paycheck their fair share of the costs of the collective bargaining services rendered by Local 20 that are properly chargeable to non-members under state and federal law, as determined through the method described below (referred to hereafter as "fair share").

2) Effective at the beginning of the pay period, four (4) weeks after an individual full-time employee (i) has received a twenty cents ($0.20) longevity increment, or (ii) has received a promotional or step increase (in each case resulting in a net increase in pay after the " fair share" deduction is made), or (iii) has resigned from membership in Local 20, as allowed by O.R.C. Section 4117.09(C), such individual full-time employee covered by this Agreement who is not a member of Local 20 shall pay to Local 20 through deductions from each paycheck their fair share of the costs of the collective bargaining services rendered by Local 20 that are properly chargeable to non-members under state and federal law, as determined through the method described below (referred to hereafter as "fair share").

3) The obligation of non-members to pay such fair share commences with the first paycheck due in the pay period, four (4) weeks after a net increase in pay, or with the first paycheck due sixty (60) days after initial employment in the bargaining unit, whichever occurs later. The obligation of an individual full-time employee who has resigned from membership in Local 20 commences with the first paycheck due in the pay period, four weeks after resignation, or with the first paycheck due sixty (60) days after initial employment in the bargaining unit, whichever occurs later. In all cases, the "fair share" procedures set forth in the paragraph below must be in place.

B. Such fair share payment by non-members shall be deducted by the Board from the earnings of the non-member full-time employees and remitted to Local 20, provided, however, that Local 20 shall submit to the Board at least fourteen(14) days prior to the first paycheck to employees at the beginning of each school year an affidavit which specifies the amount constituting said fair share not exceeding the dues uniformly required of members of Local 20, and which describes the rationale and method by which the fair share was determined,

including a list of the expenditures which were excluded in determining the fair share. Local 20 shall also certify to the Board that a notice concerning the calculation of fair share payments by non-members has been published for at least twenty-one (21) days prior to the first paycheck to employees at the beginning of each school year, pursuant to Local 20 "Non-member Fair Share Payments Implementation and Appeal Procedure", a copy of which is attached to their contract as Appendix E.

C. Local 20 shall prepare a form of notice to employees by which non-member employees shall be informed of the percentage and method of calculation of the fair share fee which shall include the report of an independent auditor disclosing and verifying the major categories of expenses upon which the fee calculation shall be based. The notice shall inform employees of their right to object to the calculation of the fair share fee and to utilize Local 20's internal appeal procedure, culminating in arbitration. Such right to object shall require the objector to send a letter to Local 20's president by certified or registered mail or by delivery to the Local 20 office at any time after the notice, but within sixty (60) days after the first wage payment of the school year from which their fair share fee has been deducted. The notice to non-members shall set forth the address and telephone number of Local 20 and the manner in which such employee may obtain a copy of Local 20's internal appeal procedure.

D. Prior to the delivery of the first paycheck due to employees in September of each school year, Local 20 shall distribute the notice and appeal procedure described above by:
(1) posting them on a bulletin board in each building;
(2) providing Union stewards with copies of the notice for distribution to employees identified as non-member employees of the Board pursuant to Paragraph(a) above, and
(3) publishing the internal appeal procedure as an appendix to their Agreement (see Appendix E).

E. Upon Local 20's timely receipt of an objection under Local 20's internal appeal procedure, Local 20 shall deposit in an escrow account separate from all other Local 20 funds, the amount of fee payments received on behalf of any objector(s) that is fairly placed at issue by their objection, but not less than ten percent (10%) of the fair share fee as verified by an independent auditor. Until such time as the report of the independent auditor is received by the Board, if any objector files an objection with the Board as to the amount placed in escrow, the Board will deposit the entire fair-share fee in the interest-bearing account referred to in their Article. Local 20 shall furnish the objectors and the Board with verification of the terms of the escrow arrangement, and, upon request, the status of the fund as reported by the Bank.

The escrow account will be established and maintained with a federally insured commercial bank with offices in Cincinnati, Ohio and the Agreement therefore shall provide that the escrow accounts be interest bearing at the highest possible rate; that the escrowed funds be outside of Local 20's control until the final disposition

as provided for herein; and that the escrowed funds will terminate and the funds therein be distributed only by the terms of an ultimate award, determination or judgment, including any appeals, or by the terms of a mutually agreed settlement between Local 20 and any objector(s), or if the objector(s)abandons the objection.

F. If an ultimate decision in any proceeding hereunder directs that the amount of the fair share fee should be lower than the amount fixed by Local 20, Local 20 shall promptly adopt such determination and notify the Board to reduce deductions from the earnings of non-members to said prescribed amount. Such adjustment shall not entitle any non-member who had not made a timely objection to a refund or rebate for past fair share fee payments.

G. As an express condition to the Board's agreement to grant a fair share fee arrangement to Local 20, Local 20 shall indemnify and hold harmless the Board, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, refunds, rebates, or other forms of liability including attorney fees and expenses paid or payable by the Board that shall arise by reason of action taken by the Board for the purpose of complying with the provisions of their Article with respect to fair share fees, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions by Local 20.

Local 20's counsel shall be the lead counsel during any litigation concerning the fair share fee.

H. Nothing in this Article shall inhibit or interfere with the rights of any employees objecting to the payment of Local 20 dues or fair share fees based on religious grounds. The rights of such members shall be resolved under the provisions of Section 4117.09(C) of the Ohio Revised Code, allowing for the contribution of an equivalent amount to a charitable organization.

I. In order to continue to enjoy fair share fee, Local 20 shall maintain a membership equal to seventy percent (70%) or more of the bargaining unit as of the expiration of this contract.

J. Local 20 represents to the Board and to the employees it represents that its "non-member fair share payments implementation and appeal procedure" and its other practices and conduct in the course of implementing the fair share fee arrangement conform to state and federal law.

ARTICLE 4

Grievance Procedure

Should any differences, disputes, or complaints of any employee or the Union arise over the interpretation and application of this Agreement, there shall be an earnest effort on the part of both parties

to settle such promptly through the following steps:

1. Any employee(s) having a grievance must first take the matter up with their immediate Supervisor.

2. In the event the grievance has not been satisfactorily resolved at Step 1, then the grievance shall be reduced to writing and filed with the appropriate Director within ten (10) working days from the date the employee knew, or should reasonably have known, of the occurrence which gave rise to the grievance. Within five (5) working days thereafter, there shall be a meeting between the employees and/or the Business Representative and the appropriate Director. The appropriate Director shall give an answer to the grievance within five (5) working days from the date of the meeting.

3. If the grievance is not satisfactorily resolved in Step 2, the Union may request, within five (5) working days, a meeting between the Business Manager, the employee and the Superintendent's designee. This meeting shall take place seven (7) working days from the date it is requested by the Union. The Superintendent's designee shall give an answer to the grievance within three (3) working days from the date of the meeting.

4. Grievances which have not been settled under the foregoing procedure may be appealed to arbitration by the Union by written notice to the Employer within thirty-one days of receipt of the Step 3 answer. The arbitrator will be selected by alternate striking from a panel of five arbitrators previously agreed to by both parties. After any arbitrator on the panel has rendered at least two awards, either party, within fourteen (14) days, may remove such arbitrator from the panel and agree upon their replacement on the panel. The decision of the arbitrator

shall be final and binding on both parties. The arbitrator shall have no authority to alter in any way the terms and conditions of this agreement and shall confine their decision to determination of the facts and the interpretation and application of this agreement. The fee and other expenses of the arbitrator shall be shared equally. No section of Article 4 shall prohibit an employee from appealing any formal discipline through the Civil Service Commission in lieu of arbitration.

Grievance-Mediation

At the written request of the Union or the Board within five (5) days of the Step 3 decision, disciplinary suspensions of one (1) or two (2) days may be submitted to grievance-mediation under the voluntary ground rules of the Federal Mediation and Conciliation Service.

Any accredited Union Official shall be granted access to the place of employment during normal working hours. It is understood that there will be no interference with the work duties of employees or officials of the Board.

ARTICLE 5

Hours of Work and Overtime

1. The normal work days shall consist of eight (8) hours per day and forty (40) hours per week. Employee shall have two (2) ten minute breaks and an unpaid lunch period not to exceed one hour in duration each day. When employees are required to continuously monitor a work station and are not available to leave they shall have a one half (1/2) hour lunch period built into their eight (8) hour work day. It is understood that nothing contained herein shall prohibit the parties from mutually agreeing to work schedules which include work day durations in excess of eight (8) hours.

2. An employee assigned to work in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) week shall either be paid time and one-half their regular rate or receive compensatory time off on the basis of one and one-half (1 and 1/2) hours off for each hour of assigned overtime. However, when Sunday work is required and the employee is not notified by midnight of the preceding Friday or when schools are closed because of an epidemic or other public calamity, and employees of the bargaining unit are the only classified employees of the Board required to work during such calamity, the wage for the work performed shall be double the regular rate. Overtime shall not be pyramided.

3. Employees in Central Building Monitoring Service (CBMS) may be required to work up to twelve (12) hour shifts which shall include rotating shifts and rotating days off. For the purpose of calculating leave balances for employees who work up to twelve (12) hour shifts, vacation, sick leave, and personal leave shall be converted from days to hours. An employee that works up to a twelve (12) hour shift on a holiday, as defined in Article 9 of the labor agreement, shall receive one (1) hour paid for each hour worked in addition to time and one-half (1/2) the regular hourly rate. An employee who's regularly scheduled off day falls on the holiday shall receive eight (8) hours holiday pay.

4. Employees shall have the option of being paid or receiving compensatory time off for all overtime worked. Compensatory time off may be accrued up to 240 hours (160 hours of actual overtime worked) and may be taken on the approval of the Board within 180 days of the time it was earned. Any compensatory time not taken within 180 days shall be paid to the employee at the appropriate rate.

5. The Board will make every effort to promote the equalization

of overtime assignments in all work units considering the appropriate person for the specific assignment.

6. Emergency Call in Pay: An employee who is called into work at a time outside of their normal work schedule where additional travel is necessary, shall be compensated at a minimum of four (4) hours pay.

ARTICLE 6

Vacancies

1. Vacancies in bargaining unit positions, which are in the classified service, shall first be filled in so far as practicable by the transfer of employees requesting transfer. The transfer shall be in compliance with Article 7 of their agreement. After all transfer requests are considered, promotion of employees will be handled in accordance with Section 3 of this article.

2. If a temporary vacancy is declared by the employer and a qualified Building Engineer is temporarily assigned such vacant position, the Building Engineer shall receive the regular rate of pay or the pay rate for the position they are filling, whichever is greater. If a vacancy is declared by the employer and there is no eligible, qualified Building Engineer to be assigned, transferred, promoted, or employed, the employer may temporarily assign the Building Engineer's work of heating and maintenance of the equipment to the District HVAC crew until a qualified Building Engineer is available for the vacancy. This assignment shall not last for a duration of longer than thirty-five (35) days, unless the Director of Building Operations provides a reasonable explanation and request in writing to the Business Manager for temporary help from the union's labor pool. The crews shall be comprised of HVAC

Technicians. When an eligibility list for bargaining unit positions is exhausted, the Building Operations Branch will immediately request that another examination be scheduled within sixty (60) days. For promotion to Level II HVAC Technicians or higher, employees must have completed all prerequisite training in addition to two years of related experience.

3. This provision establishes the sole source of rights and obligations of the parties with respect to the promotion of bargaining unit employees. Whenever a vacancy occurs in the bargaining unit above the lowest rank and grade, such vacancy shall be filled insofar as practicable by the promotion of bargaining unit employees. Promotion of employees will be based on competitive examination where applicable, past work performance, attendance, experience and qualifications. If the foregoing criteria is met and are substantially equal, the employee with the greatest bargaining unit seniority shall be selected.

4. The employer agrees to notify the Chief Steward and the union office in writing of any vacancies in the bargaining unit before such vacancies are filled. Further, the aforementioned notice shall be required in the event the employer decides to create or abolish a position.

ARTICLE 7

Transfer Procedures

1. The transfer shall mean the reassignment of an employee to another school, department, branch or work location within the same classification or job category. A request for transfer should be made on the proper form which can be obtained from the Human Resources Department and may be submitted at any time. All transfer requests will expire on August 31. A new transfer request must be resubmitted to remain active.

2. Requests for transfer does not guarantee that such a transfer will be made because each request will be considered in terms of factors as available vacancies, classification seniority, number of requests for such transfers, number of transfers which have to be made for administrative reasons, balancing staffs and schools and making the best use of employees.

3. Any qualified bargaining unit member who is the senior employee with no rating on their recent appraisal of less than satisfactory applying for a transfer, will receive up to a thirty calendar day trial period in the new assignment. Either the employer or the employee, no sooner than fifteen calendar days and no later than thirty calendar days during the trial period, may decide to return the employee to their former assignment. Nothing other than a transfer record shall be included in the personnel file and the return is not subject to the grievance procedure.

4. No Building Engineer will be administratively transferred from a school until a conference has been held by the administration with a bargaining unit representative.

5. When an employee is assigned duties of another job, the employee shall receive their current rate of pay or the rate of pay of the first step of the lowest level of the Building Engineer assigned to the location, whichever rate is higher. When the rate of pay would be increased, such increase shall occur if the temporary assignment is for one full day or more.

ARTICLE 8

Seniority

When seniority is required for any purpose stated under any Article

or Appendix in this contract, the following forms of seniority are to be used in the order listed:

1. Classification seniority shall be defined as the total continuous service in days and years an employee has served in a particular classification.

2. Bargaining unit seniority shall be defined as the total continuous service in days and years an employee has served in a classification covered by this bargaining agreement.

3. Total seniority shall be defined as the total continuous service in days and years of employment with Cincinnati Board of Education.

If an additional tie breaker is necessary date and time stamp of initial employment application will be used.

An employee shall not accumulate seniority during their probationary period, however, upon successful completion of the probationary period, seniority shall be credited to the original date of hire.

An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

ARTICLE 9

Sick Leave

1. All employees earn sick leave credit at the rate of 4.6 hours per eighty (80) hours of completed service. An unlimited number of days may be accumulated.

2. Sick leave allowance is credited by pay periods in proportion to the time paid during the pay period. The statement of earnings

accompanying each regular pay check shows the amount of sick leave accumulated at the beginning of that payroll period. The amount of sick leave available for any pay period shall not exceed the amount accrued at the beginning of such period.

3. A physician's statement because of illness or injury to the employee or to a member of the employee's immediate family shall be required under either of the following circumstances:

A. An absence of more than five (5) days.

B. In absences of one (1) or more days but less than six (6) days where that employee has been placed on written notice that a physician's statement shall be required for a shorter period of absence. An employee who has been on one (1) day medical notice for a period of six (6) months may petition the appropriate administrator to be removed from such notice. An employee who has petitioned to be removed from medical notice and has a satisfactory or better attendance rating for the last six (6) months shall be removed from the requirements of their section. If approved, such absence is charged to sick leave.

4. Subject to the provisions of Section 124.39 of the Ohio Revised Code, an employee retiring shall be eligible to be paid for one-half (1/2) of their accrued but unused sick leave at the daily rate of pay utilized in calculating their final pay. Said payment shall eliminate all sick leave accrued by the employee.

An employee retiring who was hired on or after July 1, 2004 shall be eligible for one fourth (1/4) of their accrued but unused sick leave up to 200 days at the daily rate of pay utilized in calculating

their final pay. Said payment shall eliminate all sick leave accrued by the employee.

Employees hired January 1, 1997 or after shall not be eligible upon retirement for conversion of sick leave earned with another Ohio public employer. When such employees use sick leave, they shall first use the sick days earned with the other Ohio public employer(s) until fifty percent (50%) of such sick leave is exhausted. Thereafter, when sick leave is used, the Board shall alternately deduct one (1) day of leave earned with the district and one (1) day of leave earned with other employers.

5. Sick leave conversion shall be paid to survivors upon the death of an employee who had ten (10) years of service with the Board on the basis of one (1) day's pay for each two (2) days accumulated, unused sick leave.

For employees hired after July 1, 2004, sick leave conversion shall be paid to survivors upon the death of an employee who had ten (10) years of service with the Board on the basis of one (1) day's pay for each four (4) days accumulated unused sick leave.

ARTICLE 10

Holidays

1. Full-time regular employees who are entitled to pay on the working day before and the working day after a holiday shall be paid the number of assigned hours at their regular hourly rate for the following holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day. When a holiday

falls on a Saturday, it shall be observed on the Friday preceding the holiday, and when a holiday falls on a Sunday, it shall be observed on the Monday following the holiday.

2. Full-time (permanent) employees who are entitled to pay on the working day before and the working day after a holiday shall be paid eight (8) hours at their regular hourly rate for Christmas Eve when that holiday falls on a Monday, Tuesday, Wednesday or Thursday. Such employees shall be paid four (4) hours at their regular hourly rate for Christmas Eve when Christmas Eve falls on a Friday (the holiday being observed on the preceding Thursday), when Christmas Eve falls on a Saturday (the holiday being observed the preceding Friday), and when Christmas Eve falls on a Sunday (the holiday being observed on the preceding Friday).

3. Such holiday shall not be charged to sick leave if the employee is otherwise eligible for holiday pay.

4. Employees who are scheduled or called in to work on a holiday as defined in Section 1 shall be compensated at a rate of time and one-half in addition to one (1) hour pay for each hour worked.

ARTICLE 11

Vacation

1. Pursuant to Section 3319.084 of the Ohio Revised Code, each full-time regular employee, after service of one year, shall be entitled, during each year thereafter of continuing employment to vacation leave of ten (10) days, excluding legal holidays, and such additional days for employment beyond ten (10) years as is hereafter provided. Such vacation leave shall be accumulated by pay periods beginning with the first full period in the month of September and extending through the last full pay

period in June.

However, a new employee after service of six (6) months shall be entitled to use no more than five (5) days of accrued vacation prior to their anniversary date of employment.

2. Full-time regular employees eligible for vacation leave shall be entitled to an additional vacation allowance in any year in which they will have completed the specified periods of service with the Board on or before September 30 as follows:

10 through 14 years	-	5 days
15 or more years	-	10 days

3. Eligibility for additional vacation allowance shall be based upon the total number of years of service, not necessarily consecutive, for the Board. Any period of absence due to a layoff or leave of absence, except absence for military service or because of injury in line of duty, shall not be included in such total.

4. Vacation leave shall be credited to pay periods in proportion to the time paid during the pay period. Vacation leave for any employee shall be cumulative to a maximum of the sum of the amounts credited to their account during the three preceding school years. The amount of vacation leave available for any pay period shall not exceed the amount standing as a credit at the beginning of the said period.

5. Upon separation from employment an employee shall be entitled to compensation at their current rate of pay for all lawfully accrued and unused vacation leave to their credit at the time of separation, not to exceed the vacation leave accrued to their credit for the two years immediately preceding their separation and the prorated portion of their earned but unused vacation leave for the current year. In case of the

earned but unused vacation leave for the current year. In case of the death of an employee such accrued and unused vacation leave and prorated portion for the current year shall be paid in accordance with Section 2113.04 of the Ohio Revised Code or to their estate.

6. Regular employees completing the following years of service by September 30 of a given year will receive pay in lieu of vacation to be included in the first regular paycheck in December each year as follows:

After 20 years	1 day's pay
After 25 years	1 day's pay

7. In any contract year where an employee may reach maximum accrual of vacation time, the employee shall, on or before June 1 of such year, make a request in writing to the district supervisor to take vacation time so that such accrued vacation will be either scheduled or paid for by the Board.

8. Scheduling of vacations is subject to approval of the employee's supervisor. Approval shall not be unreasonably withheld.

ARTICLE 12

Personal Leave

Full-time regular employees shall be eligible for personal leave up to three (3) days each year according to the provisions set forth on Form CT-P-135 (March 81 Rev.). Earned and unused personal leave may be converted to sick leave on a day-for-day basis on August 31, of each year. Use of personal leave will not affect the attendance factor on the appraisal form.

ARTICLE 13

Group Hospitalization, Medical, and Term Life Insurance Coverage

1. Employee Contributions

Employees electing medical coverage shall choose a New Point of Service(POS)Plan or a MERP medical plan.

The medical/dental chart for 2010-12 on the following pages supersedes any language in this agreement to the extent any inconsistencies exist.

The monthly employee contribution for coverage under Board group medical and dental plans shall be as set forth on the attached schedule. The Board established a §125 Plan that treats employee contributions as pre-tax payments. A Working Spouse Provision is continued - Spouses of employees who (1) are employed and (2) are eligible for any other employer sponsored health coverage costing less than $150.00 per month (least expensive option from that employer) cannot be enrolled as a dependent under the CPS health plan unless he/she also selects his/her employer's health care plan. The CPS health plan will include coordination of benefits (COB) equal to the current COB provision in place. In such cases, however, employees may continue to cover their spouses under the Board's Family or Employee + 1 plans, subject to COB. If a spouse is not subject to the Working Spouse Provisions due to items (1) and/or (2) above not being met, the Spousal Premiums shown in the Spousal Premium section below will continue to apply, as set forth on the schedule. CPS will conduct another dependent eligibility audit prior to January 1, 2011 (or as soon after January 1, 2011 as administratively feasible).

Employee Contribution
As Percentage of Base Salary (Medical Plan) & Monthly Premium for Dental

	Single	Employee + 1	Family
New POS	2.653%	5.250%	7.429%
Dental	$22.16	$55.39	$55.39

Medical, Prescription, Employees Assistance Program and Dental Coverage Changes

Deductibles	January 1, 2011
	In/Out of Network
	New POS Plan
Single	$300 / $600
Single + One	$600 / $1200
Family	$600 / $1200

Coinsurance	January 1, 2011
	In/Out of Network
	New POS Plan
Coinsurance (after deductible)	20% / 40%

Rx Co-Pay	January 1, 2011
	New Core Plan
	In/Out of Network
Generic	$10 / $10 + $30
Name Brand	$30 / $30 + $30
Non Formulary	$55 / $55 + $30
Maintenance Rx-Mandatory Mail	
If out-of-network pharmacies are used, a 30% coinsurance applies after copay	

Mail-Order Rx Copay Limit	3.0 times retail copay
Diabetic Supplies	No copay (100% plan paid)
Maintenance Rx-Mandatory Mail	
All Rx tiers and coverage conditions are converted to Humana's standard Rx3 formulary (except diabetes supplies – see above)	

	January 1, 2011
	New POS Plan
*Primary (PCP)**	See Deductible/Coinsurance Above Includes OB/GYN & Endocrinologist
Specialist	See Deductible/Coinsurance Above
Allergy Injections	See Deductible/Coinsurance Above
Vision/Hearing Exam/Testing	See Deductible/Coinsurance Above
Reconstruction Surgery	See Deductible/Coinsurance Above
Chiropractic	See Deductible/Coinsurance Above
Infertility	See Deductible/Coinsurance Above
Pregnancy	See Deductible/Coinsurance Above
Birthing Center	See Deductible/Coinsurance Above
PT/OT/ST	See Deductible/Coinsurance Above
Second Surgical Opinion	See Deductible/Coinsurance Above
Urgent Care (in/out)	See Deductible/Coinsurance Above
Emergency Room (in/out)	See Deductible/Coinsurance Above

Opt Out Provision	January 1, 2011
	New POS Plan
Single + One	$100
Family	$200

Spousal Premium/ Month	January 1, 2011
	New POS Plan
Under $30,000	$80
$30-$60,000	$100
$60-$90,000	$120
$90,000+	$140

MERP Health Plan Option

- A MERP Health plan will be offered as it was in 2009.
- Because this is not a standard health plan which employees rely upon for basic coverage, details may need to be changed from year to year. These details will be discussed in the Benefit Committee.

Wellness Plan

- A wellness program will be put into place January 1, 2011
- The plan design is to be determined by the CPS Benefit Committee
- The plan will cover Disease Mgmt, Lifestyle Mgmt and Case Mgmt
- Employees & spouses will be provided with the opportunity to earn $500 each per year in wellness credit. Earned credits will be applied to individual Health Reimbursement Accounts (HRA) in the calendar year following the year in which they were earned. (2011 credits will be applied in 2012)
- Maximum HRA balances will be $1,500 at any one time (applies to both Single/Family accounts)
- Humana Health Assessments completed in the 2010 calendar year will be applied to the HRA's in the 2011 calendar year
- Separation from Employment
  Employees will have 6 months to submit HRA claims incurred prior to their separation from employment. Any balances remaining in the HRA after this 6 month period will be returned to CPS.

Dental Plan

- The dental plan will stay the same except that major dental coverage will be paid at 80%.

2. Right of Board to Change Carriers

The Board may change the health (medical and/or dental) insurance carrier(s), or provide coverage through self-insurance, provided that;

(1) The resultant coverage(s) is at least equivalent to the coverage(s) as of January 1, 2010;

(2) The Board has given the Union sixty (60) days' notice of the proposed change and an opportunity to be consulted about the proposed change;

(3) The Board has selected the new carrier(s) through solicitation of proposals, unless the change is to self-insurance; and

(4) The joint Employee Benefits Committee has been given the opportunity to evaluate and make recommendations about the change.

3. Term Life Insurance

The Board shall pay the full premium of a term life insurance policy in the amount of $35,000. Eligibility for the term life insurance shall be extended to the employees who work in a position requiring at least six (6) hours per day for a minimum service period of 190 days.

4. Employee Benefits Committee

(A) Composition

The Board and the Union agree to continue the Employee Benefits Committee with representation from all unions, representing Board of Education employees. The Committee shall include a minimum of two (2) members from each bargaining unit with proportional representation among the bargaining units. The Committee shall not be less than fifteen (15) or more than nineteen (19) in number. The Board shall also be represented on the Committee. Representatives on the Committee may call for smaller caucuses of their choosing at any time during the meeting.

(B) The role of the Employee Benefits Committee is to:

(1) recommend needed benefit changes;

(2) research, analyze, and recommend benefit providers and changes;

(3) communicate to and educate employees about

utilization of benefits to promote cost containment and effective implementation of benefits; and

(4) provide on-going monitoring of providers' performance and employee concerns.

(C) The Employee Benefits Committee shall meet at least once monthly to review health care utilization and plan for future design of the plan. No later than twelve (12) months prior to the expiration of the Board's contract with the health care provider or administrator, the Committee shall meet and reveal the plan's utilization and cost. No less than six (6) months prior to the expiration of the health care contract, said committee shall make recommendations to the bargaining units and the Board. Requests for proposals and resulting bids shall be accepted no later than five months prior to the contract expiration with the Committee making a recommendation to the parties as to the carrier, cost and design. Agreement on the carrier, plan design and cost shall be reached no later than three months prior to expiration of the health care contract. Employees on the Committee shall not suffer any loss of pay for reasonable hours of committee duty which conflict with the employee's scheduled duty hours.

5. No later than April 1, 2007, the Board will arrange to offer as voluntary programs group plans for home, auto, long-term care and prepaid legal services payable 100% by employees.

ARTICLE 14

Wages

1. Any State-mandated salary increase for employees shall be a part of, and shall not be in addition to, any salary increase resulting from the application of this Article.

2. Wages shall be paid in strict accordance with Appendix B.

3. Effective July 1, 2007 all regular employees shall receive a longevity increment of:

a. thirty-five cents ($0.35) per hour, granted upon the anniversary date of employees who complete twenty (20) years of service;

b. forty cents ($0.40) per hour, granted upon the anniversary date of employees who complete twenty-five (25) years of service;

c. forty-five cents ($0.45) per hour, granted upon the anniversary date of employees who complete thirty (30) years of service.

4. Appearance in Court: Employees summoned for Jury Duty shall incur no loss in pay benefits or accrued leave in case of absence in response to a subpoena in (1) a court proceeding, or (2) an administrative hearing, in which neither the employee nor a labor organization recognized by the Board is a party. The Board shall deduct from the employee's salary only the amount of any witness fee or other compensation in excess of $35.00 per day.

5. Mileage Reimbursement: Whenever an employee is using their personal vehicles for employer assigned work they shall receive mileage reimbursement at the maximum reimbursement allowed by the IRS for employee's business expenses. The reimbursement shall be made by the Treasurer's Office after receiving the mileage report form signed by the employee and approved by the branch administrator.

6. An evening shift differential of forty-five cents ($0.45) cents per hour shall be paid for all hours worked for employees working shifts which end between the hours of 6:00 P.M. and 9:00 A.M.

The contract is for a three (3) year term January 1, 2010 through December 31, 2012 with a re-opener for wages for the third (3) year beginning January 1, 2012.

7. In the event that any other bargaining group negotiates a wage increase the board agrees to reopen the wage portion of the contract to negotiate a possible adjustment to the agreement. This zero salary increase also protects against a decrease in salary for the agreed zero increase years.

ARTICLE 15

Union Privileges

1. The Union shall be permitted to post union materials on the existing bulletin boards at the two (2) Iowa Avenue locations.

2. The Union shall be represented on official committees established by the Superintendent when all other employee groups are represented.

3. The Employee Benefit Committee shall be continued with representation from all Unions representing Board employees. The Committee shall include a minimum of two (2) members from each bargaining unit with the Committee attempting to ensure proportional representation between units.

4. The Board shall allow Union representatives adequate time to conduct official Union business as long as Board operations are not interrupted. If a Union official who is a Board employee is needed during their regular work time, they should request time from their

immediate supervisor. Such time shall not be unreasonably withheld. Any accredited Union official will be granted access to schools, offices and shops during normal working hours after reporting to the office in the schools, or to the office or shop administrator in other buildings.

5. It is understood that should any hearing lead to disciplinary action against an employee, the employee shall be advised of their right to union representation before the hearing takes place.

6. The Board shall have available for the Union Business Manager or their designee at the Office of General Counsel, a copy of Superintendent's Recommendations, including Personnel Actions affecting Union members by 10:00 A.M. on the day of any regular Board meeting and every special meeting if there are Superintendent recommendations for the special meeting affecting Union members.

ARTICLE 16

Savings

If any provision of the Agreement or any application of the Agreement is contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Said invalid provision shall be renegotiated at the request of either party.

ARTICLE 17

Discipline of Employees

No employee shall, for disciplinary reasons, be reduced in pay, suspended without pay or discharged except for just cause.

Except in instances of serious misconduct or neglect of duty,

discipline will be applied in a progressive manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct.

Discipline may include:

1. Verbal warning;
2. Written reprimand;
3. Suspension or demotion; or
4. Termination

An employee will be notified when any notation is made in the employee's personnel file that may lead to disciplinary action. In addition, when the Employer determines that an employee may be reduced in pay, suspended without pay, or terminated for disciplinary reasons, the Employer will notify the employee in writing of the charges against the employee.

An employee shall be notified in writing of an administrative hearing for disciplinary reasons, and the reason(s) for the hearing, no later than three (3) working days before the hearing. The hearing shall precede the discipline unless the seriousness of the circumstances required that an employee be removed from the job prior to the hearing. Any documentation that will be presented at the hearing shall be given to the Union at least three (3) working days before the hearing. If documentation is late, either party may reschedule the hearing.

Appeals of suspensions and termination shall be handled in accordance with Civil Service regulations, unless the Union has selected binding Arbitration under Article 4.

No employee shall be removed from the job without a hearing unless in the judgment of the appropriate director an emergency situation exists that requires such action.

After January 1, 1998 when the Employer determines that an employee shall be demoted for disciplinary reasons, employees without a record of previous demotion shall not be reduced in pay more than one pay grade. An employee with a previous demotion on record shall not be subject to the aforementioned limitation.

The employee will have an opportunity to respond orally at the hearing or in writing within twenty-four (24) hours to the charges prior to discipline being imposed. The employee may be accompanied by a Union representative to the hearing.

The Board shall not refer to a reprimand either written or oral that was issued more than two (2) years prior to the current disciplinary action. Any employee who reviews their personnel file may have such reprimands pulled out of their file.

ARTICLE 18

Amendment

This Agreement may be amended by mutual written agreement of the Board and the Union. Nevertheless, the parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, for the life of their Agreement, each party agrees that the other shall not be obligated to negotiate with respect to any subject

matter not specifically referred to or covered in this Agreement.

ARTICLE 19

Management

1. The management of the School District and the direction of its employees, including the right to plan, direct, and control operations; to hire; promote, demote, discipline, suspend or discharge for just cause; to transfer or relieve employees from duty, to arrange schedules of operation and determine the time and place of the employee's daily work; to study and introduce new and improved methods or facilities; to establish and maintain rules and regulations governing operations; and to combine or limit its operations; are vested exclusively in the Board according to its sole, free and uncontrolled discretion and in such manner as it deems proper; provided, however, that these rights shall not be used for the purpose of discrimination against any employee solely because of membership in the Union. The foregoing enumeration of management's rights shall not be deemed to exclude other rights not specifically set forth, and the Board, therefore, retains all rights not otherwise specifically relinquished by this Agreement.

2. It is recognized that the Board of Education has statutory and charter rights and obligations in contracting for matters relating to its operations. The right of contracting or subcontracting includes essential public needs where it is uneconomical for Board employees to perform said work. The Board agrees that it will not layoff any employees who have completed their probationary periods and have regular employment status, because of the exercise of its contracting and subcontracting rights.

ARTICLE 20

Job Classifications

1. A Building Engineer will be assigned to each school. The regular duties of a Building Engineer shall include monitoring, cleaning and maintenance of the equipment as well as general cleaning and maintenance of the school building and other represented activities and requirements as described in Appendix A. The classifications of the schools will vary according to the needs of each school. All district schools will be manned by a Level I, or Level II Building Engineer at pay steps which are more fully defined in Appendix B. Certain schools may be designated for additional pay steps based on physical plant size or complexity where higher skill levels may be necessary. Determining which buildings will be designated for additional pay steps will be negotiated between the union and the employer. Schools in which Building Engineers are assigned may be changed as the needs of the employer require provided that the union will be notified in advance of each such change and provided further that such change does not conflict with any other rights set forth in this agreement.

2. Incumbent Building Engineers who are assigned to classifications within the bargaining unit shall not suffer a reduction in pay during the re-qualification period. Further, no pay reduction shall be required of a Building Engineer whose assigned school has been reclassified unless they refuse an opportunity to administratively transfer to a school carrying their

classification or the classification of the school has been temporarily grandfathered through negotiation of the parties.

3. The HVAC Technician position shall be filled by civil service promotional examination.

4. The employer agrees to provide any newly assigned Building Engineers a sufficient break in period up to 3 days with the Building Engineer who has site specific knowledge and understands the technical aspects of the equipment and position. Break in periods may be extended for new or renovated buildings. The employer may provide additional assistance from the area Level II Technicians during the orientation period.

5. Within a year or as close to a year, as scheduling of mandatory classes permits, new employees assuming a building engineer position must have satisfactorily completed course work or certification in HVAC R1, UNIVERSAL CFC, Homeland Security and either Boiler Operation or Stationary Engineering I and II. To assume responsibility for a building, the employer agrees to provide not less than 240 hours of orientation training with a building engineer, at least twenty (20) of which shall be classroom training hours.

6. In order for employees to progress and promote through the classifications, they must first obtain the required prerequisite training as outlined in the classification specification of the position into which they seek advancement. The employer agrees to pay the full cost of any training which is required to maintain or advance into the classifications series

covered by this agreement.

7. In order to provide incentive for continued training and education, the employer agrees to provide a one time payment of $750.00 for each level of training successfully completed. It is understood that employees shall not be eligible for the incentive payments more than once in a twenty-four month period. If an employee successfully completes more than one training level in a twenty-four (24) month period, they are entitled to the additional payment but it shall not be due until twenty-four (24) months has elapsed from the previous payment.

8. Building Engineer Level I shall have five pay steps. Each Building Engineer will start at Step 1 and with a satisfactory appraisal, automatically progresses one pay step on their anniversary date until they have reached Step 5. Level IA, Level IB, Level II and Level III shall have two pay steps in their pay range. Level 1A and 1B Building Engineers positions are attained by application to vacant positions which are classified as Level 1A or 1B. Pay step advancement shall be handled in accordance with Level 1 criteria.

9. The Building Engineer assigned to the school will perform general maintenance as defined in Appendix A. The employer will create Area HVAC Technician positions who are assigned specific schools. They will be responsible for performing technical maintenance and repair of equipment in their assigned schools. These positions will be created on an as needed basis in conjunction with the new school construction schedule.

ARTICLE 21

No Strike

The Union shall not strike nor condone any wildcats or slowdowns during the length of this Agreement. The Board agrees that it will not lockout employees during the term of this Agreement.

ARTICLE 22

Miscellaneous

1. Whenever the Supervisor discovers that work is not being performed by the night shift(s), a written report shall be filed with the Building Engineer.

2. Should an entry be made to an employee's personnel file concerning job performance, a copy of the entry shall be given to the employee within five (5) days of the entry.

3. The Board agrees to send notification to the Union of any change in the Operating Procedures Manual which effect employees represented by the Union. Such notice will state the date the change is to become effective.

ARTICLE 23

Probationary Period

A new employee shall have a probationary period of six months which shall start as soon as the employee assumes the duties of the position. Probationary periods for employees promoted to a new

position shall be for three (3) months (which must fall during the regular school year) beginning on the date the employee assumes the duties of the position unless the employee has been appointed to fill a temporary vacancy and is so informed in writing.

ARTICLE 24

Layoff and Recall

1. An employee may be subject to a non-disciplinary, involuntary termination through layoff in connection with a shortage of funds, abolition of position, or lack of need for the work performed by an employee or group of employees. In such cases, affected employees will be given as reasonable an amount of advance notice as conditions permit, as follows: In the reduction in force (layoffs) and recall of union employees, seniority and qualifications shall prevail as follows:

2. For reduction in force within the bargaining unit, employees having the lowest seniority within the classification identified for reduction will be laid off.

3. When employees are subject to a reduction in force, the Board shall have the right to prioritize the layoff by classification. For the purpose of layoff employees in the classification of Building Engineer I, IA, IB, II, III, HVAC Technician, Training Coordinator and Building Systems Operators shall be considered one classification series.

4. Employees shall be laid off in accordance with classification seniority. Employees having the least

classification seniority with the classification identified for layoff shall be laid off first. Employees who are identified for layoff may bump back into the next lowest previously held classification, within the classification series, provided said employee has more bargaining unit seniority than that of the employee they seek to displace.

Further, employees in Level I and II may bump laterally across the classification series provided their classification seniority is sufficient to bump a less senior employee. No employee shall be bumped from the bargaining unit ahead of any employee who has less bargaining unit seniority.

5. Employees who are displaced may utilize their seniority to select the position of their choice which have been designated as available through the layoff procedure. CBMS employees are considered to be Level I for layoff purposes.

6. The bargaining unit member(s) who is subject to layoff shall be sent a letter of notification by certified mail at least seventeen (17) calendar days or shall have the letter of notification hand-delivered at least fourteen (14) calendar days in advance of the effective date of action, provided that such notice shall not be required with respect to temporary layoffs or lack of work occasioned by floods, fire, utility failures, acts of God, or other causes beyond the Board's control.

7. Notice of recall to an employee shall be made by certified mail to the last known address of such employee. A copy shall be forwarded to the Union. If the notice is undeliverable,

the Board's obligation shall be considered to be fulfilled. The recalled employee must notify the Board within two (2) working days of the date of receipt of notice of their intention to return to work. The date for returning to work shall be determined by the Board. Failure to return from layoff shall subject the employee to termination of service. In the event that an employee is unable to return to work due to illness or injury certified by a physician, that employee shall so notify the Board within two (2) working days of the date of receipt of the notice and shall provide the Board with a physician's certification upon request. Failure to notify the Board and/or to provide a physician's certification upon request shall subject the employee to termination.

8. The obligation to recall an employee shall cease after a full twenty-four (24) months of layoff.

9. The recall of employees laid off shall be in reverse order of layoff except that probationary employees shall have no right to recall.

10. The Board reserves the right to abolish or freeze positions as it deems necessary.

11. In the event an employee is unable to return to work due to illness or injury certified by a physician, the employee shall not lose their right to a subsequent recall; however, The Board will not be obligated to hold the position open until such time as the employee is able to return to work.

ARTICLE 25

Retirement

Each full time employee of the bargaining unit shall be entitled to participate in the School Employee's Retirement System. Eligibility and participation in the retirement system is governed by the respected terms and conditions of the retirement system as established and amended by respective governmental bodies. Both the Board and the employee contribute on behalf of the employee to the respective retirement program. Employee contributions to SERS are made on a pre-tax basis.

ARTICLE 26

Health and Safety

1. It is the responsibility of every department to provide adequately safe working conditions, tools, equipment, and work methods for its employees. The foreman or supervisor must correct unsafe conditions promptly. He must see that all safety rules and good working methods are used by all employees. It is the duty of all employees to use the safety equipment provided by their supervisor and to follow all the safety rules and safe working methods recommended for their safety.

2. In the event of an on-the-job injury, the immediate supervisor must seek prompt medical attention, prepare an injury report and forward the report to Human Resources.

3. When an employee is injured on the job and notifies the Employer, the Employer shall be responsible for processing the appropriate Worker Compensation documents in a timely manner.

4. The Board shall be responsible for keeping all vehicles utilized by employees in safe operating condition. Employees shall notify supervision of any safety defects on Board vehicles.

ARTICLE 27

Labor Management Meetings

The Board and the Union shall establish Labor Management Meetings which shall meet on an as needed basis but no less than four(4) times annually. The Labor Management Meetings shall be comprised of appropriate members from management and the Union as requested by the parties. The purpose of the Labor Management Meetings is to promote positive communications between Labor and Management, to proactively deal and resolve problems being experienced by the parties. Labor Management Meetings shall not be a mechanism to resolve grievances or to discuss terms and conditions of employment which may be applicable to collective bargaining. The agenda for Labor Management Meetings shall be sent to participating parties no later than three days prior to the scheduled meeting date.

ARTICLE 28

Education Committee

An Education Committee shall be established. The Committee shall create, evaluate and recommend curriculum to meet the needs of job specific duties. The Committee will be chaired by the Training Coordinator. Committee recommendations will be presented to Management.

ARTICLE 29

Apprenticeship Study

The Board of Education and Local 20 will meet to discuss the feasibility of creating an apprenticeship Program.

ARTICLE 30

Term of Contract

The Agreement between the Cincinnati Board of Education and Local 20 of the International Union of Operating Engineers shall be in effect until December 31, 2012.

THE BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF CINCINNATI

BY: _____
William Moehring
Director, School Services

BY: _____
Terry Effers
Chief Operating Officer

BY: _____
Jonathan Boyd
Treasurer/CFO

BY: _____
Eve Bolton
President, Board of Education

Date: MAY 17, 2011

LOCAL 20, INTERNATIONAL UNION OF OPERATING ENGINEERS

BY: _____
Terry Ware, Sr.
Business Manager

BY: _____
John Black

BY: _____
Cary Grant

BY: _____
Onnerro Jones

BY: _____
Scott Kitz

BY: _____
Keith Fischer

BY: _____
Leroy Anderson

BY: _____
Renee Evans

Date: MAY 17, 2011

APPENDIX A

Job Classifications

BUILDING SYSTEMS OPERATOR

General Characteristics:

Monitor, manage, update and respond to indications of malfunctions in Energy Management or Building Automation systems, facility security and building access control, and fire alarm systems. Communicate emergency situations to the designated personnel and/or authority.

Experience and Training Guidelines:

- Computer skills, basic understanding and use of MS Office and GroupWise software applications.
- HVAC R1 or equivalent.
- Good verbal and written communication skills.
- Excellent customer service skills.

BUILDING SYSTEMS LEAD OPERATOR

General Characteristics:

Serves as working supervisor in the Building Systems Monitoring Station. Supervises, trains, and schedules Building Systems Operators. Performs all duties assigned to the building system operators, required to also work a full shift as Building System Operator.

Experience and Training Guidelines:

- DDC Software programming skills.
- HVAC - R1 or equivalent.
- Computer skills, basic understanding and use of MS Office or other word processing, spreadsheet, and database software and GroupWise software applications.
- Good verbal and written communication skills.
- Excellent customer service skills.

LEVEL I BUILDING ENGINEER

General Characteristics:

Minor maintenance, monitoring and operation of HVAC equipment, i.e. replacing filters, checking chemical feed systems, and troubleshooting complaint calls.

Performs custodial related tasks including grounds maintenance, provides supervision of custodial staff, general maintenance, building security and safety. Performs other work, such as moving furniture, receiving and sorting supplies, snow and ice removal, etc. necessary to operating a school.

LEVEL I BUILDING ENGINEER

Experience and Training:

Current P.O.1 - P:O.6 will be temporarily assigned into their classification. Classification will become permanent upon successful completion of HVAC RI and UNIVERSAL CFC Certification or equivalent training within three (3) years of the execution date of their agreement.

Level I Building Engineers assigned to buildings with central air conditioning must pass HVAC RI training and possess UNIVERSAL CFC Certification or equivalent.

Minimum of three (3) years of satisfactory work experience in building operations or commercial custodial work. New employees must satisfactorily complete courses in HVAC RI, UNIVERSAL CFC Certification, and Boiler Operation prior to employment.

Certification:

HVAC R-1
UNIVERSAL CFC Certification
Homeland Security
Basic computer training
Optional: Basic Electricity encouraged but only required to apply for a Level II HVAC technician vacancy

LEVEL II HVAC TECHNICIAN

General Characteristics:

Maintains heating, ventilating and air conditioning (HVAC) systems at designated buildings or for multiple sites as primary responsibility, and performs general building maintenance as required. Responsible for other building maintenance and operations duties including snow, ice removal, general clean-up, etc, as directed.

Experience and Training:

Must have all certification required for Level I Building Engineer. Demonstrates satisfactory service with four (4) years of work experience in HVAC systems maintenance and/or operations and successful completion of the following training:

- IUOE HVACR-II or equivalent
- IUOE DDC Controls or equivalent
- Emergency response/Homeland Security training
- Basic electricity
- IUOE UNIVERSAL CFC or equivalent
- Blueprint reading, electrical diagrams,
- IUOE-IAQ or equivalent
- Basic supervision

LEVEL III HVAC TECHNICIAN

General Characteristics:

Performs advanced level maintenance and troubleshooting of heating, ventilating and air conditioning (HVAC) systems at designated buildings or for multiple sites as primary responsibility, and performs general building maintenance as required. Performs other building maintenance and operations duties including snow, ice removal, general clean-up, etc, as directed.

Experience and Training:

One year of satisfactory service as a Level II HVAC Technician and six years of work experience in HVAC systems, or eight (8) years experience maintaining/ repairing/ or installing HVAC systems and equipment and successful completion of the following training:

- IUOE Advanced Testing and Balancing or equivalent.
- IUOE DDC Controls or equivalent.
- Emergency response/Homeland Security training
- Basic electricity
- IUOE UNIVERSAL CFC or equivalent
- Blueprint reading, electrical diagrams,
- IUOE-IAQ or equivalent
- Basic supervision

FACILITIES TRAINING COORDINATOR

General Characteristics:

Coordinates all training activities related to the training of Building Engineers and HVAC Technicians. Schedules classes, evaluates training packages, attends meetings and seminars and monitors training budget. Performs training assessments and assists in determining acceptable training equivalencies. Develops in-house training programs as needed and maintains a data base of employee training information. Performs hands-on training of Building Engineers and all facets of other related duties as required.

Experience and Training:

- In the immediate past three (3) years, must have been classified as a Level II in the Cincinnati Public Schools.
- Excellent verbal and written communication skills.

APPENDIX B
Salary Schedules

Effective January 1, 2010 through December 31, 2011

Position	Service Period	Salary Steps						
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Building Engineer Level 1	52 Wks. Hr.	1515.10 18.94	1555.59 19.44	1601.49 20.02	1642.88 20.54	1687.85 21.10		
Building Engineer Level 1A	52 Wks. Hr.	1829.10 22.86	1868.69 23.35					
Building Engineer Level 1B	52 Wks. Hr.	1951.46 24.39	1995.56 24.94					
Building Engineer Level 2	52 Wks. Hr.	2204.28 27.55	2254.66 28.18					
HVAC Area Technician Level 2	52 Wks. Hr.	2204.28 27.55	2254.66 28.18					
HVAC District Technician Level 2	52 Wks. Hr.	2204.28 27.55	2254.66 28.18					
HVAC CBMS Technician Level 2	52 Wks. Hr.	2204.28 27.55	2254.66 28.18					
Building Systems Operator	52 Wks. Hr.	1515.10 18.94	1555.59 19.44	1601.49 20.02	1642.88 20.54	1687.85 21.10	1732.84 21.66	1777.80 22.22
Building Systems Lead Operator	52 Wks. Hr.	1951.46 24.39	1995.56 24.94					
Training Coordinator	52 Wks. Hr.	2204.28 27.55	2254.66 28.18					
Refrigeration Technician	52 Wks. Hr.	2204.28 27.55	2254.66 28.18					
Automotive Mechanic	52 Wks. Hr.	1829.10 22.86	1868.69 23.35					
Automotive Mechanic Foreman	52 Wks. Hr.	1951.46 24.39	1995.56 24.94					
Alarm Installer	52 Wks. Hr.	1616.78 20.21	1718.45 21.48					

(1.) Employees in the above classifications shall be eligible for a thirty-five cents ($0.35) per hour longevity increment for twenty (20) or more years of services, five cents ($0.05) additional to forty cents ($0.40) per hour total for twenty-five (25) years of service, and five cents ($0.05) additional to forty-five cents ($0.45) per hour total for thirty (30) years of service. This increment shall be granted once a year to employees who complete twenty (20), twenty-five (25) or thirty (30) years of service by September 30.

(2.) Eligible to receive an additional twenty-eight dollars ($28.00) biweekly when assigned to the maintenance crew. Employees shall be eligible for an additional ten dollars ($10.00) after two (2) years on the maintenance crew.

(3.) A HVAC Technician designated as "in charge" will receive an additional twenty-four dollars ($24.00) biweekly.

(4.) Whenever it becomes necessary to establish regular work shifts, all employees assigned to shifts shall be paid a shift differential of forty-five cents ($0.45) per hour in addition to the day rate for shifts which end between the hours of 6:00 p.m. and 9:00 p.m.

NOTE – Hourly rates shown are derived from the biweekly rate and, therefore, may be rounded to the nearest cent.

APPENDIX C
PLAN FOR REIMBURSEMENT BANK

1. This document amends and restates, effective January 1, 1998, the Plan for Reimbursement Bank (the "Plan") which covers those regular full-time employees and regular employees working one-half time or more (the "eligible employees") who are employed by the Cincinnati Board of Education (the "Board") and Engineers (the "Union"). This amendment and restatement of the bargaining agreement between the Board and the Union, to meet new provisions of a federal law requiring certain continued coverage under group health plans, and to clarify certain of the Plan's provisions.

2. A. Under this Plan, the Board will establish or maintain for each eligible employee a bookkeeping account (called herein a "reimbursement bank") on the records of the Board. In addition to amounts credited to an eligible employee's reimbursement bank prior to the effective date of the Plan amendment and reinstatement, the Board will credit to each eligible employee(s) reimbursement bank those amounts called for under the provisions of paragraphs B. and C. below.

B. Subject to amounts listed in Article 13.

C. If an eligible employee would otherwise have their reimbursement bank credited in accordance with clause 2. Of paragraph B. above, but the eligible employee's spouse is also employed as an eligible employee by the Board and would otherwise also have their reimbursement bank under the same clause, then the following rules set forth in paragraph C. apply. If such eligible employee and spouse have no dependent children (as defined in accordance with the provisions of the Board's regular medical expense plan) as of the date the credit is to be made, then both the eligible employee and spouse will have their reimbursement banks credited under clause 1. (instead of clause 2.) under paragraph B. above, as applicable. If such eligible employee and spouse have dependent children on such date, then one of the eligible employee and spouse will have their reimbursement bank credited under clause 1. (instead of clause 2.) of paragraph B, as applicable, while the other will have their reimbursement bank credited under clause 2. Of the same paragraph.

3. A. Amounts credited to the reimbursement bank of an eligible employee will be used only to pay or reimburse the eligible employee for Covered Charges which are incurred by the eligible employee (or their dependents) while the eligible employee's reimbursement bank is maintained pursuant to their plan.

B. Upon written application and proper documentation provided by an eligible employee to the Treasurer of the Board, the Board will pay or reimburse the eligible employee for Covered Charges incurred by the eligible employee (or their dependents) while their reimbursement bank is maintained under their Plan, to the extent any balance then exists in the eligible employee reimbursement bank. The eligible employee's reimbursement bank will be reduced by reason of any such payments or reimbursements made therefrom.

C. An eligible employee's reimbursement bank will be maintained (and the eligible employee will be covered) under their Plan until all amounts credited thereto have been exhausted pursuant to paragraph B. above; except that if the eligible employee terminates employment with the Board for any reason other than retirement, their reimbursement bank will, even if a balance still remains, terminate no later than 18 months following such termination. For purposes hereof, "retirement" means a termination of employment with the Board under which the applicable eligible employee is entitled to a retirement benefit commencing immediately upon the retirement under a retirement plan contributed to by the Board. In no event, however, will any additional amounts be credited to an eligible employee's reimbursement bank after the eligible employee's employment with the Board terminates for any reason (including retirement). If an eligible employee retires, he/she has no time limit on the use of any remaining balance in their reimbursement bank.

D. For purposes hereof, a Covered Charge, based on a service or supply, will be deemed incurred as of the date such service or supply is provided or furnished.

4. For purposes of their Plan, "Covered Charges" include all expenses for medical care (as defined in Section 213of Internal Revenue Code of 1986, as amended) not covered by another medical plan or insurance policy, and generally includes charges for:

(1) Doctors, dentists, eye doctors, chiropractors, osteopaths, podiatrists, psychiatrists, and physical therapists;
(2) Medical examinations (including routine physical exams), x-ray and laboratory services, and insulin treatment;
(3) medical aids, such as hearing aids (and batteries therefore), eyeglasses, contact lenses, braces, orthopedic shoes, crutches, wheelchairs, guide dogs, and the cost of maintaining the same;
(4) Medicine, drugs, birth control pills, vaccines, and vitamins prescribed in all such cases by a doctor;
(5) medically necessary nursing help;
(6) ambulance service and other travel costs to obtain medical care; and
(7) Deductibles and co-pay amounts under the Board's other medical plans.

5. Their Plan will be administered by the Treasurer of the Board, and their final decisions and interpretations of the terms of their Plan will be conclusive on all persons, subject to the collective bargaining agreement. The Treasurer may adopt rules for the administration of the Plan.

6. Until actually paid, all benefit amounts provided by their Plan will constitute general assets of the Board and will not be held in trust (or in any way segregated from such general assets of the Board).

7. Their plan will, for all reporting purposes, be considered as a part of the total medical expense plan maintained by the Board for eligible employees.

APPENDIX D

LOCAL 20 NON-MEMBER FAIR SHARE PAYMENTS IMPLEMENTATION PROGRAM AND APPEAL PROCEDURE

1. Fair Share Fee Determination

Prior to the commencement of each calendar year, Local 20 shall obtain an independent audit from a certified accountant selected from a list of three certified accountants with offices in Cincinnati, Ohio, submitted to Local 20 upon written request, by the Board. The selected independent auditor shall continue to serve unless a new selection process in initiated, in writing by Local 20. The accountant will prepare a detailed analysis and audit of Local 20's expenditures in the preceding calendar year, verifying that portion of Local 20's union dues which may be appropriately charged to non-members through fair share fee under federal and state law.

Prior to the commencement of each calendar year, Local 20 shall set the fair share fee for the upcoming calendar year, in strict conformity with the audit and report of the accountant described above, and Local 20's anticipated collective bargaining expenditures for the coming year. Local 20 shall communicate the fair share amount to the Board at least fourteen (14) days prior to the issuance of the first pay check to employees at the beginning of each calendar year.

2. Notification to Non-Members of Fair Share Fee and Right to Appeal

Local 20 shall prepare, date, and distribute prior to the distribution of the first paycheck to employees in January of each calendar year a notice to non-members which shall be distributed and published as required in the agreement between Local 20 and the Board. The notice shall incorporate the accountant's audit including an identification of those amounts considered to be chargeable to non-members, pursuant to federal and state law, and shall describe the rights of non-members to object to the amount of the fair share fee set by Local 20.

3. Filing Objections to Fair Share Payments

Any non-member employee making fair share payments may object to the fair share calculation on grounds that the fee charged is contrary to state or federal law. Any such objection may be made by the objector individually by sending a letter addressed to the Business Manager of Local 20, 1216 E. McMillan Street, Room 202, Cincinnati, OH 45206, stating any objections, the desire to invoke Local 20's internal appeal procedure, and the objector's address and bearing the objector's signature. The letter must be postmarked or delivered at any time after notice by Local 20 of the amount of the fee, as required by the

collective bargaining agreement, but before the sixtieth (60th) day following the first deduction of the fee from the objecting non-member's earnings.

4. Escrow Arrangements

Upon Local 20's receipt of a letter invoking their procedure, Local 20 shall deposit in an escrow account, separate from all other Local 20 funds, the amount of the fee received on behalf of the objector that is fairly placed at issue by any objection stated in the letter. Local 20 shall furnish the objector with independent verification of the terms of the escrow account. The escrow account will be established with and maintained by a federally insured commercial bank with offices in Cincinnati, Ohio, and the escrow agreement shall provide that the escrow account will be interest bearing at the highest available rate; that the escrowed funds remain intact until the final disposition is provided and that the escrowed funds will terminate and the fund therein be distributed by only the terms of an ultimate award, determination, or judgment including any appeals or by the terms of a mutually agreed settlement between Local 20 and any objector(s).

5. Appeal Procedure

Within ninety (90) days following the first deduction of the agency fee from the paychecks of

objecting non-members at the beginning of each calendar year, Local 20 shall meet to consider all written objections received by Local 20 and may respond to such objectives by either voluntary reducing the agency fee for all non-members, or by notifying the objectors that the agency fee will remain as originally calculated. The decision of Local 20 shall be dated and reported in writing to all objectors. Within such ninety (90) day period, Local 20 shall provide to the American Arbitration Association (AAA), copies of all objections received to date during the calendar year, and Local 20 shall request the AAA to commence arbitration proceedings pursuant to the AAA's Rules for Impartial Determination of Union Fees.

Thereafter, the AAA will appoint an arbitrator, select a hearing date, and otherwise administer the arbitration proceeding in accordance with such Rules.

To the extent possible, the arbitrator shall schedule the arbitration during hours after the regular work day, or on weekends or holidays, so as to avoid disruption of the participant's performance of their regular duties for the Board.

6. Arbitration Proceedings

The fees and any expense of the arbitrator and the cost of Reproducing records agreed to or

ordered by the arbitrator shall be borne by Local 20. Any party may record or transcribe the hearing at its own cost.

Non-members who do not object to the agency fee shall not be entitled to any portion of escrowed funds, not shall non-objectors be entitled to any rebate of agency fees already paid, should the arbitrator order a reduction or the agency fee for the year in question. If the arbitrator rules that the fee should be reduced, the agency fees paid by all non-members from that date forward in the calendar year shall be reduced accordingly.

Local 20 shall not be responsible for the payment of any lost wages or compensation incurred by objectors as a result of participating in the arbitration.

The decision of the arbitrator with respect to the objections made to the agency fee will be final and binding all parties.

7. Objections Received from Newly Hired Employees During the Calendar Year

Newly hired employees are obliged under the collective bargaining agreement to commence the payment of the fair share fee with the first paycheck due following the sixtieth (60th) day after initial employment. Such new hired employees may exercise their right to object by following the objection procedure described above within sixty (60) days of their first fair share fee payroll deduction. Upon

receipt of such objection, Local 20 shall forward the objector's name to AAA, for the purpose of consolidation of such objection with any ongoing arbitration, and Local 20 shall also commence and escrow of the appropriate amount of the objector's fair share fee.

If the objection is forwarded to AAA subsequent to the commencement of a fair share fee arbitration hearing during the ongoing calendar year, then the objector's fair share fee shall continue to be escrowed until such time as the objector has an opportunity to participate in the subsequent year's arbitration. In the alternative, such objectors may agree in writing to accept the results of the current year's arbitration, and upon such agreement, any funds escrowed for such objector shall be distributed in accordance with that arbitration decision.

8. Arbitration Award

The arbitrator shall issue a written award, based on the evidence and relevant provisions of the collective bargaining agreement and federal state law, determining whether the fair share fee was appropriately calculated and, if not, what the appropriate calculation should have been. The award shall be final and binding on all parties. The applicable escrow funds and the interest accrued thereon shall be disbursed pursuant to the award unless an action for judicial review, or review by SERB, is filed and served within thirty-five (35) days of the date of the award.

9. Religious Objections to Fair Share Fees

Any objections to the payment of fair share fees based upon Religious beliefs shall be handled in accordance with O.R.C. 4117.09 (c), which provide:

> "Any public employee who is a member of and adheres to established and traditional tenets or teaching of a bona fide religion or religious body which has theatrically held conscientious, objections to joining or financially supporting any employee organization and which is exempt from taxation under the provisions of the Internal Revenue Code, shall not be required to join or financially support any employee organization as a condition of employment. Upon submission of proper proof of religious conviction to the State Employment Relations Board, the Board shall declare the employee exempt from becoming a member of or financially supporting an employee organization. The employee shall be required in lieu of the fair share fee, to pay an amount of money equal to such fair share fee to a non-religious charitable fund, exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code, mutually agreed upon by the employee and representative of the employee organization to which the employee would otherwise be required to pay the fair share fee. The employee shall furnish to the employee organization written receipts evidencing such payments, and failure to make such payments, or furnish such receipts shall subject the employee to the same sanctions as would non-payment of dues under applicable collective bargaining agreement."

APPENDIX E

Transition Plan for Vacant Positions

A training transition period shall be established through December 31, 2006. During the transition period, employees will be eligible for promotion without having completed the required training, provided said employee has participated and continues enrollment in the required training. Promoted employees shall be paid at a rate commensurate with their attained level. Employees who are promoted without completing training are expected to complete training. Employees who accept promotion must remain in required classes. Failure to do so will result in demotion to previous level.

The employer agrees to pay the full cost of training during the transition period so employees can attain eligibility for promotion as soon as possible. The Board, Local 20 and the training coordinator, shall review any special circumstances related to the Transition Plan.

During the transition period employees promoting from Level 1, Level 1A, Level 1B or Level II will be based on the following criteria.

Existing Buildings

1. Use current testing and interview procedures. Pay will increase at time of promotion.

2. Promoted employees must complete all training for Level II by December 31, 2006

   (Tech positions to be filled in the aforementioned manner)

New & Renovated Buildings

1. Preference shall be given to employees who have completed training.

2. Only employees who have completed, or enrolled in training shall be eligible for promotion.

3. Employees promoted without having completed training shall be compensated at a rate commensurate with their duties, provided they maintain enrollment in training.

APPENDIX F

Building Engineer Position Classification by School

Building Name	Current Address	BE
Ed Center	2651 Burnet Avenue	2
Iowa Avenue	2315 & 2355 Iowa Avenue 2364 Reading Road	1
Aiken College & Career High School	5641 Belmont Ave / 2240 Baltimore	2
AMIS	1908 Seymour Ave	1
AWL	2030 Fairfax Avenue	1
Baltimore A2S/A2E (Old North Fairmont)	2001 Baltimore Ave	1
Bond Hill	1510 California Ave	1
Carson	4323 Glenway Avenue	1
Chase (Old Kirby Rd)	1710 Bruce Ave./ 4151 Turrell St	1
Cheviot	4040 Harrison Ave	1
Clark	5425 Winton Ridge Ln / 3030 Erie Ave	1B/1
College Hill	1625 Cedar Ave	1
Covedale	5130 Sidney Road	1
Dater High School	2146 Ferguson Rd	NA
Dater Montessori	2840 Boudinot Ave	1A
Douglass (New)	2627 Park Avenue	1
Douglass (Old) A2S/A2E WRC/STEP	2825 Alms Place	1
Ethel Taylor	1930 Fricke Avenue	1
Fairview/Clifton	3689 Clifton Ave	1
Hartwell	125 W. North Bend Rd / 8320 Vine St	1
Havs-Porter	1030 Cutter	1
Hoffman	3060 Durrell Ave / 1835 Fairfax Ave	1
Hughes Center	2515 Clifton Ave	2
Jacobs Center	5425 Winton Ridge Lane	1
John P. Parker	5051 Anderson Place	1
Kilgour	1339 Herschel Ave	1
Midway Academy	3156 Glenmore Avenue	1
Mt. Airy	5730 Colerain Ave	1
Mt Washington	3401 Edwards Rd / 1730 Mears Ave	1
North Avondale (Old Burton)	615 Clinton Springs Ave	1
Oyler	2121 Hatmaker St / 1700 Grand	1A
Pleasant Hill Academy	1350 W. North Bend Ave	1
Pleasant Ridge	5945 Montgomery Rd	1
Quebec Heights	1655 Ross Ave / 2475 White St	1
R.A. Taft HS (Heinold Site)	2240 Baltimore Avenue 420 Ezzard Charles Dr	1A/1A
Rees E. Price Academy	1228 Considine Avenue	1
Riverview East(East End)	3555 Kellogg Avenue	1
Roberts Paideia	1702 Grand Avenue	1
Rockdale Academy	335 Rockdale Avenue	1
Roll Hill Academy	2411 Baltimore Avenue	1

Building Name	Current Address	BE
Roselawn Condon	7735 Greenland Pl	1A
Rothenberg Prep (Old Vine)	2120 Vine St / 241 East Clifton Ave	1
Sands Montessori	6421 Corbly St	1
Sayler Park	6700 Home City Ave	1
School for Creative and Performing Arts	108 W Central Pky	2
Shroder	5030 Duck Creek Road	1A
Silverton	6829 Stewart Rd	1
South Avondale	636 Prospect Pl	1
Wm H.Taft Elementary	270 Southern Ave	1
Virtual HS (QCVC)	425 Ezzard Charles Drive	1
Walnut Hills High School	3250 Victory Pkwy	2
Western Hills Design Tech High School	2144 Ferguson Rd	2
Western Hills University High School	2144 Ferguson Rd	
James N. Gamble Montessori	5425 Winton Ridge Ln/2601 Westwood Northern	NA/1
Westwood (Old Gamble)	2601 Westwood-Northern / 2981 Montana Ave	1A / 1
Winton Hills Academy	5310 Winneste Avenue	1
Winton Montessori	4750 Winton Rd / 4370 Beech Hill Ave	1
Withrow High School	2488 Madison Rd	2
Woodford Paideia	3500 Lumford Pl / 6065 Red Bank Rd	1
Woodward	7005 Reading Road	2