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**MASTER
AGREEMENT**

between the

EAST CLEVELAND BOARD OF EDUCATION

and

**THE OHIO ASSOCIATION OF
PUBLIC SCHOOL EMPLOYEES**

Effective July 1, 2010 to June 30, 2013

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AGREEMENT

This Agreement made and entered into effective the 1st day of July 2010, by and between the Board of Education of the East Cleveland City School District (hereinafter referred to as the "Board"), and the Ohio Association of Public School Employees (OAPSE) affiliated with AFSCME/AFL-CIO and Local 181 (hereinafter referred to as the "Union").

PURPOSE

It is the intent and purpose of this Agreement to facilitate the educational process of the children of the District by providing them with the uninterrupted services of the District's classified (nonteaching) employees, to promote harmonious relations between the parties hereto and to establish an orderly and peaceful means of conducting negotiations and resolving grievances arising hereunder.

ARTICLE I - RECOGNITION

- A. The Board hereby recognizes the Union as the sole and exclusive bargaining representative for all of its classified (non-teaching) employees now employed or to be employed with the exception of:
1. Confidential Secretaries
 - a. Secretary to the Superintendent.
 - b. Secretary to the Assistant Superintendent/Business Manager (should the Assistant Superintendent and Business Manager have separate secretaries both shall be excluded).
 - c. Secretary to the Treasurer.
 - d. Secretary (2) to the Personnel Director.
 2. Exempt Central Office Staff
 - a. Data Processing Manager, and Computer Techs (2).
 - b. Building & Grounds Supervisor, Food Service Coordinator and Transportation Coordinator.
 - c. Assistant Treasurer and Head Payroll Clerk

This shall preclude the recognition of any other organization representing these employees.

- B. For negotiation of the ensuing Agreement, the Board agrees to bargain with the Union as the sole and exclusive bargaining representative of its classified (nonteaching) employees in matters concerning wages, hours and conditions of employment, subject to the following provisions:
1. It is understood if thirty percent (30%) or more of all employees in the unit, as presently recognized, petition the Board between February 1, 2001 and February 28, 2001, an election shall be held to determine the bargaining agent no later than March 15, 2001.
 2. It is further understood that any election to determine a bargaining agent shall be administered by the American Arbitration Association.
- C. Upon the creation of any additional classifications within the bargaining unit during the life of this Agreement, said classification shall be incorporated as negotiated addendum to this Agreement.
- D. This letter is to express the parties mutual understanding that should the East Cleveland Board of Education exercise its prerogative during the term of the parties' present contract and create any central administrative supervisory personnel positions in addition to those enumerated in paragraph A above and should the Union contend that any positions in addition to those enumerated in paragraph A above and should the Union contend that any newly created positions are not central supervisory positions, such dispute is subject to the grievance procedure of the parties' contract. The intent of this section is not to deprive the Union of members but to allow the Board needed flexibility to create a bonafide supervisory position.
- E. It is recognized that there is importance to providing job security to members of your bargaining unit. There is no present intention of contracting out any departments. It is agreed that the Board will not engage in any such contracting out that would involve the laying off of employees in the bargaining unit except if it is necessary to avoid a deficit.
- Should it become necessary to consider entering such contracts due to such an economic emergency, OAPSE will be given at least thirty (30) days notice and the opportunity to engage in discussion concerning such plans before they are submitted to the Board for final decision. The intent of this section in no way relates to the practice of contracting out work which presently exists.
- F. The Personnel Director, upon ratification of this Agreement, will provide to the Union a breakdown of current positions in each classification in Group 5 (See Article I(2)(a)).

ARTICLE II - PRINCIPALS

- A. Full-time or regular short-term non-teaching personnel have the right to join in, participate in, and assist the Union and the right to refrain from membership but not fair-share fee; however, fair-share fee participation as more particularly detailed in Article VI shall be a condition of employment or continuation of employment.

- B. The Board and the Union shall do everything required to comply with all the laws and regulations of the State of Ohio.

ARTICLE III – BOARD (MANAGEMENT) RIGHTS

The Board has the responsibility and shall exercise at all times its exclusive authority to manage and direct in behalf of the public all the operations and activities of the school district to the full extent authorized by law. The exercise of these powers, rights, authority, duties and responsibilities by the Board and the adoption of such policies, regulations and rules as it may deem necessary shall be limited only by the specific and express terms of this Agreement, as entered in the Board minutes with the organization representing the negotiating unit.

ARTICLE IV – PROFESSIONAL COMMUNICATION COMMITTEE

- A. The Board or its designated representatives, and the Union or its designated representatives agree to meet and discuss with the other, operational personnel matters and other matters of mutual concern, including, but not limited to, investigating and recommending safety changes to the Administration or the Board. Such meetings may be held monthly. Advance request shall be made at least ten (10) days before a proposed meeting date, except in the event of an emergency involving safety issues, when reasonable advance notice shall be given. Along with the request for a meeting shall be included the agenda of items wished to be discussed.
- B. The Board and the Union shall be limited to 4 persons at such meetings, except when safety matters are on the agenda. When specific safety problems appearing on the agenda require the attendance of other persons, this limitation is waived to the extent required to obtain the information necessary to properly consider the matter.
- C. All meetings shall be held at agreed to times and places and shall not exceed two (2) hours in length, unless both parties agree to extend the length of the meeting.
- D. At the request of either party, a subcommittee shall be established to commence a review of all classifications, positions, workloads and staffing pertaining to classified staff and may prepare a report and recommendations to be submitted to the Superintendent.
- E. The Board of Education recognizes its responsibility to maintain adequate staffing within the limitations of its financial capabilities and sound managerial practices.

ARTICLE V – PROCEDURES OF NEGOTIATION

- A. Negotiation Terms
1. The Board, or the designated representative(s) of the Board, will meet with representatives designated by the Union for the purpose of discussing and

reaching Agreements. All negotiations shall be conducted exclusively between said teams. The Board's negotiating team and the Union's negotiating team will be limited to a reasonable member limit. Neither party shall have control over the selection of the other party's team members. While no final Agreement shall be executed without ratification by the Union and adoption by the Board, the negotiating teams will have the authority to make proposals, consider proposals, and determine items acceptable to both parties involved in negotiations.

2. Necessary clerical assistance may be provided if both parties agree and, if such is the case, the cost will be shared equally by the Board and the Union.

B. Exchange of Information

Prior to and during the period of negotiations, or impasse provision, the Board and the Union agree to provide to each other, upon request, all regularly and routinely prepared information concerning the issue(s) under consideration.

C. Request for Meeting

Upon receipt of a written request for an initial negotiating meeting either party will have five (5) working days to reply to the request. A meeting date shall be agreed to within ten (10) days of such initial request. Such initial request shall not be made earlier than ninety (90) days prior to the termination date of this Agreement. All days in this section shall refer to calendar days unless otherwise noted.

D. Submission of Issues

All issues for negotiations by the parties shall be exchanged simultaneously at the first negotiation session. No additional issues shall be submitted by either party following the designated meeting, unless, agreed by both parties.

E. Negotiations Procedures

1. The parties shall meet at places and times agreed upon at the beginning of the prior meeting. Length of meetings as well as times and places of the meetings, as well as times and places of the following meetings, shall be agreed upon at the onset of the beginning of each session. All meetings shall be held in Executive Session.
2. Upon request of either party, the negotiations meeting shall be recessed to permit the requesting party a period of time within which to caucus in privacy.
3. During negotiations, interim reports may be made to the Union by its representatives and to the Board of Education by its representatives. Each party will be responsible for requesting that the information from such reports be regarded as only proposals and shall be confidential information within the organization concerned.

4. News releases either during negotiations or at the conclusion of negotiations shall be made only by mutual agreement as to when and content of the release.
5. No action to coerce, censor, or penalize any participant in negotiations shall be made or implied by any other negotiator or member of either party so represented. Both sides agree to conduct themselves in a professional and non-personal manner.
6. As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall be construed as tentative agreement by both parties on that item, or issue, subject to finalization by ratification by the membership of the Union and adoption by the Board.

F. Agreement

1. When an agreement is reached through negotiations, the outcome shall be reduced to writing. Both parties shall review the agreement together to determine the accuracy of the document. If the Agreement is then in proper form, it shall be submitted to the Union and the Board for ratification and adoption. When adopted by the Board, the Agreement shall become part of the official Board minutes and binding on both parties. Said Agreement shall be signed by the Board's representative and by the Union's representative.
2. Prior to the negotiated Agreement being presented to the Union and to the Board, each member of both negotiating teams shall pledge to recommend adoption of the tentative Agreement.

G. Disagreement

1. In the event an Agreement is not reached by negotiations after full consideration of proposals and counter proposals, either of the parties shall have the option of declaring impasse.
2. Impasse is when, after many bargaining sessions have been held, the position of parties has become intransigent pertaining to unresolved negotiation issues.
3. If impasse is declared by either party, it is with the understanding that impasse proceedings are declared on all the issues where Agreement has not been reached by either party.
4. The parties shall jointly prepare a request for a Mediator and direct such request to the Federal Mediation and Conciliation Service.
5. The assigned Mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties.
6. The Mediator has no authority to recommend or to bind either party to any agreements.

ARTICLE VI - PAYROLL DEDUCTIONS

- A. The Board agrees to deduct, in eighteen (18) equal installments from the paycheck of an employee commencing in October of each year, dues for the Ohio Association of Public School Employees and for the Local.
- B. The Board agrees that all employees in the Union's bargaining unit will be required to be a member of the Union or pay a fair share fee as a condition of employment. Each employee shall receive from the Board an OAPSE membership application supplied by the Union and a letter explaining to the new employee the contractual requirement to be a union member or pay a fair share fee as a condition of employment when initial hiring is taking place. A copy of the letter is set forth in Appendix C. Each employee shall indicate to the Board as to whether he/she desires to be a union member or a fair share fee participant within ten (10) days of initial hire. Dues rate and fair share fee rates shall be transmitted by the OAPSE Local President to the Board's Treasurer. Said amounts shall be payroll deducted and forwarded to the State Union. The Board agrees to accompany each transmittal with a list of names of bargaining unit members for whom all such deductions were made, the period covered, and the amount deducted for each.
- C. Authorization for membership dues or fair share fee deductions should be delivered to the Treasurer on or before October 1, of each year, and shall remain in full force, except OAPSE membership dues deduction may be withdrawn, by a request in writing during a ten (10) day period from September 1 through September 10. If membership dues deduction is not revoked in writing during such period it shall remain, in effect; if revoked, fair share fee deduction shall take effect.
- D. Upon timely demand, non-members may appeal to the State Union the calculation of the fair share fee pursuant to the internal procedure adopted by the State Union, or such non-members may submit appeals as provided by law.
- E. The Union shall indemnify and hold the Board harmless including legal fees expended against any and all claims, demands, suits or other forms of liability that may arise out of or are in any way related to the deduction of dues or fair share fees or the operation of this fair share fee arrangement. If any provision of this fair share fee arrangement or application thereof is found to be contrary to law in a court of competent jurisdiction or by mutual agreement of the parties, then this section shall be altered to comply with law.
- F. With proper written authorization, the Board agrees to deduct for P.E.O.P.L.E. (Public Employees Organized to Promote Legislative Equality).

ARTICLE VII - GRIEVANCE PROCEDURE

- A. It is the intent of these grievance procedures to provide for the settlement of differences, in a fair and equitable manner, at the earliest possible stage of the procedures. The resolution of a grievance at the preliminary stage is encouraged.

- B. A grievance is defined as a written complaint of individuals or groups arising from an alleged violation, misapplication or misinterpretation of a specific provision of this Agreement, of a signed side letter, or of any Board policy concerning bargaining unit employees.
- C. As a general policy, disciplinary action is designed to improve the employee involved. It is understood, however, that certain behavior is so serious as to mandate immediate termination of services. The Board agrees that a disciplinary action will be taken only with just cause and that due process will be accorded all employees. Disciplinary action is a management prerogative, however, it is agreed that an employee may appeal any disciplinary action directly to Step 2 of the grievance procedure.
- D. Procedures
1. The aggrieved employee shall have the right to present his grievances free from interference, coercion, restraint, discrimination or reprisal.
 2. Hearings described in the grievances procedures shall be confidential.
 3. Each administrator shall have the responsibility to consider each grievance presented to him/her and to make a determination within the authority delegated to him/her and within the time specified in these procedures.
 4. The aggrieved employee shall have the sole responsibility for presentation and continued pursuit of his/her grievance through the stages provided herein and within the time limits specified in these procedures; however, the aggrieved employee may be accompanied at any step of these procedures by a member of the Union Grievance Committee. It is understood that a list of said members shall be on file with the Personnel Director. The aggrieved employee may, at his/her own option, be represented in Steps 3 and 4 by a member of the Union and an OAPSE Field Representative, but may not be represented by any other person or organization.
 5. In the event the Union, at any Step of the grievance procedure, determines that a grievance should not be carried further, the grievant shall be liable for any expenses incurred in processing the grievance further. The aggrieved employee is guaranteed the right to terminate his/her grievance at any step. Where an individual grievant terminates a grievance without the concurrence of the Union, said termination shall be considered as not establishing a precedent.
 6. Time limits at any step may be waived by agreement of both parties.
 7. Requests by administrators to employees for a meeting to consider a grievance shall be made in writing forty-eight (48) hours in advance of the specified date and time of such meeting.

8. Each party to a grievance shall have access to all written statements and records pertaining to such case at the hours during which the School District office is open for business.
9. In the event of the failure of an administrator to communicate a decision within five (5) working days of the receipt of a request, the aggrieved may refer his grievance to the next step of formal procedure.

E. Steps to be Followed

1. Step 1

- a. The Employee presents his/her grievance orally to his/her supervisor (principal, transportation coordinator, supervisor of buildings and grounds, food service coordinator(s)) within ten (10) working days from the date the incident giving rise to the grievance occurrence or within ten (10) working days from the point in time when the grievant(s) knew or should have known of the incident giving rise to the grievance. Before presentation to a principal, the employee should discuss the grievance, when appropriate, with his/her immediate supervisor. If the grievance is not resolved within five (5) working days from the date of oral presentation to the supervisor, the grievant(s) may proceed to Step 2. The OAPSE president shall be notified of any grievance filed. The OAPSE President or his/her designee is entitled to be present at every formal step of the grievance process.

2. Step 2

- a. If agreement is not reached at Step 1, the employee submits a written statement regarding his/her grievance to his supervisor. Within ten (10) working days, the employee's statement and the supervisor's written statement, are forwarded to the Personnel Director.
- b. Within five (5) working days, the Personnel Director gives a written decision.

3. Step 3

- a. If the employee does not accept the decision of the Personnel Director, he/she may, within ten (10) working days, request a conference with the School Superintendent.
- b. The School Superintendent hearing will be held within fifteen (15) working days after receipt of written request.
- c. The School Superintendent will give final decision within fifteen (15) working days of hearing.

4. Step 4

- a. If the employee does not accept decision of the Superintendent, and the grievance involves the meaning or application of a specific section of this Agreement or signed side letter, he/she may, within twenty (20) work days, refer the grievance either to the Board of Education for decision or to arbitration. If the matter is to be submitted to arbitration, upon receipt of the request, the Union and the Superintendent shall request the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) arbitrators. Upon receipt of such list, the Superintendent and the Union, or their designees, shall alternately strike names from the list until one ultimately is designated as the arbitrator. Either party shall have the right to request a second list of arbitrators.
 - b. The Arbitrator shall be empowered only to base his/her decision upon a specific section of this Agreement or signed side letter, and shall have no power to add to, subtract from, or modify this Agreement.
 - c. The decision of the Board of Education pursuant to 4(a) above shall be binding on the parties. The decision of the Arbitrator, if rendered within and in accordance with the above stated power, shall be final and binding on the Union, its members, the employee or employees involved and the Superintendent.
 - d. The fees and expenses of the Arbitrator shall be shared equally by the Board and by the Union except as modified by Article VII(D)(5) above.
- F. Grievance hearings shall be scheduled during work time between 8:30 a.m. and 4:30 p.m. except for Step 4. Step 4 hearings will be held at times mutually agreeable to the Administration, Union and the appointed Arbitrator. The Grievant and the Union's Grievance Representative shall be granted paid release time for hearings held during the employee's scheduled working hours.
- G. Record Keeping - All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel file of any employee involved.
- H. This grievance procedure shall be the appropriate remedy for the resolution of any matter grievable thereunder.

ARTICLE VIII - CONDITIONS OF EMPLOYMENT

A. Pay Days

1. Employees shall be paid every other Friday. When a pay day falls on a holiday, or non-scheduled work day (i.e. for cafeteria employees), the preceding day shall

be pay day with the employee receiving his pay during the normal hours of his shift. In those years that it is necessary to issue 27 pays annually to comply with the law, the Board shall provide ninety (90) days notice to all affected employees.

2. Direct Deposit of Pay

Signing up for direct deposit for employees hired prior to July 1, 2007, is encouraged. To be paid by direct deposit, the employees must provide the Treasurer's office with account verification from the financial institution of their choice. Employees not using direct deposit who need to pick up their paychecks at the Treasurer's office must do so between 9:00 a.m. and 3:00 p.m. on payday. All checks remaining at the end of the day will be mailed. Direct deposit shall be required for all employees hired on or after July 1, 2007.

3. The annual salary of 9 1/2 and 10-month secretaries, clerks and cafeteria managers will be paid in twenty-six (26) checks, except as noted in Section A.I. (Refer to XII, Section B.)
4. An employee whose employment is terminated for any reason shall be paid unpaid salary due on the second regularly scheduled pay date following termination of service.

B. Job Posting

1. When a vacancy occurs in a job covered by the Agreement, or if a new job classification is created, a notice of such job opening with the desired qualifications shall be posted in each building for five (5) work days except that when school is not in session all jobs except those in the custodial department (Group 1 of Section I below) shall be posted for ten (10) days. Three copies of each notice of job opening shall be sent to each OAPSE Building Representative. A listing of designated OAPSE Building Representatives shall be given by the OAPSE President to the Personnel Director no later than September 15 of each year and shall be updated in writing if any changes are made. After school is over in June, the Personnel Director shall send as many copies of job openings as shall be requested in writing to the OAPSE President or designee. Employees interested in a job shall have five (5) work days from the date of the initial posting to apply for the job in writing. Employees within the classification for whom the job would represent additional pay or hours will be considered first. Where skill, ability and past performance are relatively equal, seniority shall prevail among such applicants. Employees outside of the classification shall be considered for an opening prior to new job applicants. Applicants from outside the District shall not be considered prior to all employees being given an interview who so request. Qualifications, skill, ability to perform the work, past work record and seniority are among the factors that will be considered. In choosing between two candidates that the Board has determined to be relatively equal, seniority shall be the determining factor. The application form shall include a check-off box which the employee can check if he/she desires the specific reason(s) for denial. The specific reason(s) for denial will be given in writing to those who so request.

2. Any employee desirous of a lateral transfer may do so through the job posting procedure. If any employee does not receive said position, he/she may request a reason(s) for the denial.
3. Should the vacancy not be filled by lateral transfer, the Administration may seek and hire from outside the recognized bargaining unit only if there is no qualified promotional applicant from within the bargaining unit.
4. Employees may be transferred within their present classifications throughout the system. If an employee is to be involuntarily transferred on a permanent basis, one week notice of said transfer will be given to the employee and Union President. During that period the employee may request in writing a meeting with the Personnel Director together with an OAPSE representative to be informed and to discuss the reasons for such transfer.
5. Nine, nine and one-half, and ten month bargaining unit employees shall be given first consideration for summer classified positions within their classifications which they are competent to perform except that this shall in no way affect the right to hire students.
6. Before any action is taken to invite applicants for a newly created job or to interview potential applicants for that job, a job description shall be given to the Union with a statement of the salary rate.
7. Any examination required and given by the Administration shall be given during working hours. Upon written request, an employee will be given the results of his/her examination.
8. In the event that the Board determines to create either a new classification or job position within the bargaining unit covered by this Agreement, written notification and a copy of the job description will be given to the President of the Union. If a request to negotiate is made within five (5) work days of receipt of notice of proposed new classification or job position, the parties agree to promptly meet and negotiate for a period of not more than ten (10) work days. If a written request for negotiations is not made within five (5) work days the Board may implement the new classification or position and it will become an addendum to this Agreement. If no agreement is reached within ten (10) work days of the commencement of negotiations, either party may refer the matter to expedited arbitration pursuant to the Voluntary Labor Arbitration Rules of the AAA. The party wishing to make the referral shall so notify the other party in writing at the conclusion of the tenth day provided for negotiations. If agreement is reached, the provisions shall be implemented and become a negotiated addendum to this Agreement after ratification by the Union and then the Board.

If a referral is made to the AAA, the decision of the arbitrator shall be binding; however, the Board shall retain the option of either accepting the arbitrator's decision or not establishing the new classification or position. If the Board

exercises its option of not establishing the new classification, the Board shall pay the full cost of the arbitrator and fee of the AAA; otherwise the cost shall be borne equally by both parties. If it is necessary for the operation of the office, the position may be filled temporarily commencing with the request for arbitration or the tenth day provided for negotiations and terminating within ten (10) days of receipt of the decision or within ten days after ratification by the Union and Board.

9. Except for extended absences due to maternity leave, paternity leave, assault leave, serious illness or injury, no temporary appointment shall be for more than sixty calendar days except by mutual consent of the Board and Union.
10. Each employee new to the District shall have a probationary period of eighty (80) workdays.
11. An employee who is upgraded to a higher job classification shall serve a probationary period of thirty (30) calendar days. If the employee does not pass his/her probationary period or, if the employee elects not to complete his/her probationary period, that employee may return to his/her former position if that position has not been eliminated, in which case he/she may exercise bumping and/or recall rights.

C. Job Training

1. Employees new to a position will be given an orientation by supervision as to their job responsibilities. Orientation to a new position shall begin as soon as possible.
2. Training will be given to employees who are required to use new equipment or computer programs. The Board and the Union shall meet to discuss the training needed.
3. Any employee required by the Board to take additional training during periods that the employee would otherwise not be working (e.g. summer, winter and spring breaks, if applicable) shall receive his/her regular rate of pay for the hours spent on being trained. This provision does not preclude the Board from providing the employee instead with compensatory time-off in accordance with relevant statute.
4. Paraprofessionals assigned to bus duty shall have the appropriate training prior to their first bus duty work date.

D. Placement of Personnel on Salary Schedule

1. Any time a bargaining unit employee with five (5) or more years of service with the Board is promoted to a higher classification, that employee shall be placed on the same step within the higher classification as he/she was on in the lower classification.
2. Any employee with less than five (5) years service with the Board who is promoted to a higher classification, shall be placed not more than one step lower than he/she was in the previous classification provided the lower step reflects a minimum 3% increase on an annual basis.
3. All classified personnel new to the East Cleveland Schools, who are without experience, will be placed on the entry step of the respective schedule. Classified personnel new to the district, but with experience, may be placed by the Personnel Director on the first, second or third step of their respective schedule commensurate with experience as determined by him/her. Should the Personnel Director desire to place a person beyond the third step he must petition the Superintendent who will determine placement only after full consultation with the Union President.
4. Those persons who have worked 120 days of a contract year are eligible for advancement of one step on the salary schedule.

E. Job Descriptions

1. Job descriptions shall be developed for each classification covered under this Agreement. A joint committee shall be established with representatives from both the Union and school administration whose purpose shall be to forward to the Personnel Director recommended job description. She/he shall make such changes as she/he deems proper and then issue the job description.
2. When issued by the Personnel Director, the Union shall be furnished with a copy of the job description of each classification covered under the terms of this Agreement.
3. Nothing in a job description shall be deemed to limit in any way the Board's right to establish new positions, to eliminate old positions or to utilize an employee's time by transferring such employee to related work from time to time. As job descriptions are developed the Union shall be furnished a copy of same.
4. Prior to any change in any job description covered under this Agreement, the President of the Union shall be notified of such changes anticipated. All changes shall be discussed prior to implementation.
5. At the request of the OAPSE President, a job description in use will be submitted to the joint committee for review as per Section 1 above.

F. Overtime

1. In the event that any employee covered by this Agreement is required to perform work commencing on a Sunday, the employee shall be compensated at double his/her regular rate. When an employee is called to a building on a Sunday to respond to an emergency call, said employee shall be paid for hours worked at the rate of time and one-half his/her regular rate with a guarantee of a minimum of two (2) hours pay.
2. Thirty-five (35) hour employees working five (5) days a week who are asked to come in on a Saturday shall be paid at the applicable overtime rate.
3. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at the rate of time and one-half (1-1/2). Holidays and sick leave shall be considered as time worked for purposes of calculating overtime. There shall be no pyramiding of overtime. Employees required to work on a holiday shall, in addition to their holiday pay, receive time and one-half for all hours worked.
 - a. In lieu of paying overtime, an employee may opt to receive compensatory time off from work, under the following restrictions: (1) Compensatory time shall be at the rate of one and one-half (1-1/2) times the hours of overtime worked. (2) No employee shall have accrued more than sixty (60) hours of compensatory time (for forty (40) hours of overtime worked) at any given time. (3) Compensatory time must be taken within one (1) year of the time it was accrued. (4) The employee shall complete a Compensatory Time Request Form, which shall be attached to the payroll sheet to indicate compensatory time instead of overtime payment. (5) Upon use of accrued compensatory time, the employee shall complete a Compensatory Time Use Form, which shall be submitted to the Personnel office.
 - b. Any employee working 4.5 hours or less per day who substitutes in another classification will not receive overtime for hours worked in a day unless the employee has accumulated forty (40) hours for the week.
4. Calamity Day Pay
 - a. All employees shall be paid their appropriate rate of pay for all days or part of a day when schools in which they are employed are closed owing to an epidemic or other public calamity as declared by the Superintendent of Schools or the Governor of Ohio.
 - b. Any employee required to perform work on a day declared as calamity shall receive, in addition to the pay for the calamity day, straight time pay for all hours actually worked; or if it is mutually agreeable to both the employee and Administrator, the employee shall instead be given compensatory time off.

5. Pay for Work Other Than Regular Schedule

- a. In the event an employee is required to work hours other than those for which he/she is regularly scheduled on a short term basis (30 days or less), the employee will be paid straight time for the hours involved as well as for those hours previously scheduled unless the employee voluntarily agrees to compensatory time off. The aforementioned shall not preclude the Board from adjusting regular work schedules during periods when school is not in session.
- b. In the event an employee is assigned to complete the work assignment of an absent employee for which no substitute is called and the employee cannot complete the assignment within his/her regularly scheduled hours, the Board shall pay for additional hours required to complete the work provided that the hours are authorized by the appropriate supervisory personnel.
- c. When school is in session, any employee who, due to the absence of another employee in a higher classification, is performing in place of that employee on a long term basis excluding vacation coverage (for a consecutive period of more than three (3) calendar days) shall receive the higher classification pay upon written request for the entire period.
- d. Any employee who is requested to report to work on a day not scheduled or who reports to work as scheduled will be guaranteed a minimum of two (2) hours work or pay.
- e. No employee shall be required to work on his/her own time for preparation prior to the normal work schedule.
- f. Overtime shall be equalized within classifications in each building for custodial employees, with Custodial IV and Custodial III considered one classification for this purpose. Any employee aggrieved by a misapplication of this provision shall be eligible to receive the next available overtime opportunity as a remedy.
- g. A substitute shall not work more than sixty (60) days in any one assignment. [From Side Letter 9]

G. Training

1. Bargaining unit employees may take courses offered in the East Cleveland Adult Education School at no cost when such courses are directly related to the jobs of the employees. When an employee desires to take such a course, he/she will submit the request in writing to the Personnel Director who will determine the validity of such a request. Courses not considered by the Personnel Director to be job related may be taken at one-half the regular tuition fee. Employees that work

the afternoon shift shall be able to attend classes through the Adult Education Department, with exception of the Health Occupations program.

2. Employees shall be eligible for an Educational Supplemental of \$600 for each block of 15 semester hours up to a total of 30 semester hours for salaried employees and \$0.30 per hour for each such block of 15 semester hours up to a total of 30 hours for hourly employees. Studies must be job related. Job related means that the course of study must be related to positions existing in the East Cleveland City Schools at the time of application. A grade of "C" or better must be earned. To be paid the full supplemental, transcripts must be on file in the personnel office by September 30th. After September 30th, the supplementals will be pro-rated from mid-term, providing transcripts are filed by January 31st. Any transcripts received after January 31st will be considered an application for the next school year.

H. Break

All members of the bargaining unit who work a minimum of five (5) hours per day shall be given fifteen (15) minutes breaktime.

I. Health and Safety

1. The health and safety of bargaining unit members is of great importance to both the Board and Union. If an employee covered by this Agreement believes that particular safety equipment, which is not available, is necessary to safely perform the job duties to which he/she is assigned, said employee should so notify his/her Administrative Department Head in writing. The Board agrees to be responsive to problems.
2. The Board shall follow all applicable state and federal requirements governing employees required to work with or around asbestos.

J. School Calendar [From Side Letter 13]

It is agreed that prior to submission of a proposed school calendar to the Board of Education for adoption, the Administration will meet with the OAPSE President, or designee, and discuss with her the impact of the calendar to be recommended on the OAPSE bargaining unit in terms of work schedule for the coming year. The OAPSE President, or designee, will be given the opportunity to make objections or suggestions in terms of the work schedule for OAPSE bargaining unit members and will then be notified by the Superintendent, or his/her designee, as what work schedule for classified employees will be proposed to the Board of Education for adoption. The OAPSE President, or designee, if he/she so desires, will be given the opportunity to address the Board of Education on the school calendar and classified work schedule prior to their adoption.

K. Bargaining unit members shall not dispense medications. [From Side Letter 19]

- L. Head Custodians and Assistant Custodians must file their valid high pressure boilers operator's license on an annual basis. [From Side Letter 20]
- M. Classified employees may apply for Supplemental positions. [From Side Letter 21]

ARTICLE IX - LEAVES

A. Reporting of Absences

At any time, other than approved vacation, an employee is to be absent from his/her job, he/she is required to make two phone calls indicating he/she will be absent:

1. A call must be made advising the immediate supervisor that the employee will be absent. Such call shall be made in accordance with the directions of each Supervisor.
2. A call must be made also to the code-a-phone stating that the employee will be absent. For this purpose, the Board shall provide a 24-hour call-in line exclusively for the use by classified employees. Employees working the day shift shall call in prior to 7:00 a.m. Employees working the afternoon shift shall call in by 11:00 a.m. Failure to make either call may result in disciplinary action as set forth in Article XX.
3. To maintain accurate attendance records, employees shall sign in and out at the beginning and end of their shifts on attendance sheets provided by the Board. Such attendance sheets shall be maintained in building locations convenient to the employees, i.e. Main Office for E.A.'s, Head Custodian's office for custodial staff, etc.

B. General Provisions

1. Any employee who is on an approved leave of absence, including maternity leave, shall have the option of maintaining group insurance coverages under COBRA through the East Cleveland City School District.
2. It shall be the obligation of the employee to make premium payments for whatever coverages are maintained in accordance with the regulations set forth in this Agreement under the "Hospitalization" sections (Article XIII, Section C).
3. Failure to comply with these rules and regulations or the payment schedule shall constitute forfeiture by the employee of the right to maintain such coverage until such time as the employee shall return to active pay status.
4. See Appendix G - Inappropriate Use of Leave.

C. Personal Leave

1. Personal leave shall be granted by the Office of the Superintendent for necessary absences due to urgent circumstances over which the employee has no control. This leave is designed to cover legitimate reasons for absence which are not covered by the sick leave policy. It is non-cumulative and shall not be charged to sick leave. Personal leave with pay shall be limited to three (3) work days per year. Personal leave shall be granted for a minimum of one-half (1/2) day.
2. Advance notice for the use of personal leave shall be given to the Personnel Director on the special form provided. For situations in which prior notice cannot be given, the employee will report the absence to his immediate supervisor at the earliest possible opportunity and complete the leave form immediately upon his/her return.
3. Permission must be sought prior to leave if days requested are before or following a vacation or holiday.
4. Abuse of personal leave shall be subject to disciplinary action to the extent of dismissal.
5. Leave shall be requested on the form provided, a copy of which is included as part of this agreement as Appendix A.
6. Employees who do not use all three personal days by June 30 of the school year shall receive one day sick leave for each personal day not used.

D. Sick Leave

1. All regular employees shall accumulate 1-1/4 days of sick leave for each month of employment for a total of 15 days per year. Sick leave shall be used in 1/4 day increments. Sick leave in excess of five (5) consecutive work days may require a statement from a licensed physician verifying the need to use sick leave. Employees are required to submit a sick leave affidavit on forms provided by the Board, along with the Physician's Statement, when necessary, within three work days of their return from sick leave. Excessive absences as set forth in Board Policy GBCB, failure to call-in and failure to submit the leave affidavit may result in progressive discipline.
2. Maximum accumulated sick leave for persons covered by this salary schedule shall be 295 days in the first year of this agreement; 300 days in the second year of the agreement; and 305 days in the third year of the agreement.
 - a. Sick Leave Pool – During a window period beginning September 1 and ending September 30 of each year, employees will be entitled to make a contribution to the sick leave pool. A minimum of two (2) days in the first year and one (1) day in each year thereafter must be donated by any employee as a condition for participation in the sick leave pool.

Additional days may be contributed at any time during the year. Once an employee contributes days to the pool, those days are no longer available for use by the contributing employee. In order to be eligible to make an initial contribution, an employee must have at least five (5) days accumulated sick leave to his/her credit after the donation.

- i. A sick leave pool committee, composed of two (2) employees appointed by the President of the Union and two (2) administrators appointed by the Superintendent or his or her designee, will administer the sick leave pool. An employee who applies to receive sick leave pool days must have exhausted all paid leave before receiving any days from the pool. Before approving sick leave pool eligibility, the committee will examine past use of sick leave by the employee. A majority vote of the committee is required in order for an employee to be deemed eligible. The committee's determination as to employee eligibility to receive sick leave pool days and the number of days to be received will be final and binding. There is no appeal.
- ii. An employee who is a donor of record in the sick leave pool may apply for sick leave pool days for reason of personal catastrophic illness/injury or catastrophic illness in the immediate family. For purposes of the sick pool, the term "immediate family" will be defined in accordance with provisions of Section 6. Medical documentation of the illness will be required. Once an employee is determined eligible for receipt of sick pool days, the committee may, by majority vote, approve withdrawals in units of up to thirty (30) days, with the employee remaining eligible to reapply for receipt of additional days. The committee's decision on approving or denying application for any specific number of days will be deemed final. There is no appeal.
- iii. If an employee applies for sick pool days as a result of personal catastrophic illness/injury, and should the committee believe that the employee may be eligible for disability retirement, the employee must submit an application for disability retirement in order to be eligible for receipt of sick days. Should the employee be approved retroactively for disability retirement benefits, the employee will repay to the District, to the credit of the sick pool, the amount of monies she/he received in disability benefit payments for the period in which she/he received sick pool day compensation.
- iv. If the committee believes that the sick pool is, or will be depleted, the committee may, regardless of the contribution window set forth above, reopen the pool for contributions. Such reopening for contributions will be for a period of thirty (30) calendar days. The

committee may also require a minimum contribution from all participants.

- v. For purposes of this procedure, the term "catastrophic illness or injury" shall include only those illnesses and/or injuries which are calamitous in nature, constituting a great misfortune.

Examples of such catastrophic diagnosis include:

Accident resulting in debilitating multiple fracture or amputation of a limb

AIDS

ALS (Amyotrophic Lateral Sclerosis)

Cancer

Cardiovascular accident

Cerebral Palsy

Condition resulting in paralysis

Mental illness requiring hospitalization

Muscular Dystrophy

Severe burns involving 20% or more of the body

Severe head injury requiring hospitalization

Spinal cord injury

Stroke or cerebrovascular accident

Such other conditions the committee deems "catastrophic" diagnosis

- 3. Section 3319.41 of the Ohio Revised Code requires a sick leave statement from each person who has been absent and expects to be compensated from accumulated sick leave.
- 4. In order to comply with this State law, the following procedure will be observed.
 - a. Each employee absent will secure from his/her building office a sick leave affidavit on the first day he/she returns from illness. This affidavit will be signed and returned to the building office.
 - b. This signed affidavit will be attached to the building non-certified payroll sheet indicating absence. The affidavit of an employee absent on the last day of a payroll period is to be submitted immediately upon the employee's return to work.
 - c. The securing of this sick leave affidavit is the responsibility of the employee absent. Failure to fill out the form may result in loss of pay.
- 5. Acceptable reasons for sick leave are:
 - a. Illness, injury or death in the employee's immediate family. For purposes of illness or injury, the immediate family is interpreted to include father,

mother, spouse, child, parent-in-law, person whom the employee can reasonably establish has stood in the same relationship with the employee as any of the foregoing, or member of immediate household. For purpose of death, immediate family is interpreted to include parent, parent-in-law, daughter-in-law, son-in-law, grandparent, grandchild, brother, sister, child, spouse, brother-in-law, sister-in-law, aunt, uncle, person whom the employee can reasonably establish has stood in the same relationship with the employee as any of the foregoing, or member of immediate household.

- b. Personal illness or injury or pregnancy.
 - c. Exposure to a communicable contagious disease.
6. Upon presentation of proper Treasurer's certificate from a public agency in Ohio, a new employee shall receive credit for accumulated sick leave in accordance with the provisions of Ohio Revised Code Section 124.55.

E. Assault Leave

1. An employee who is physically disabled as a result of an unprovoked assault and battery by a student or other person in a school building which occurs during the course of employee's performance of his/her duties, shall be paid for time lost during the period of such disability, up to a maximum of one year.
2. To be eligible for assault leave pay, the employee must:
 - a. Furnish a signed written statement on a form to be provided by the Board setting forth in detail the circumstances upon which the claimed leave is requested; and
 - b. If medical attention is required, a certificate stating the nature of the disability and its estimated duration from a licensed physician shall be required before assault leave can be approved for payment.
3. Falsification of the signed statement or the physician's statement shall be grounds for termination of employment.
4. Days used for assault leave shall not be charged against sick leave.
5. Any person receiving compensation under this section would not be eligible for lost wages under Workers' Compensation while on assault leave.

F. OAPSE Leave

1. The Board agrees to permit up to four (4) authorized delegates of the Union a maximum of three (3) days each to attend the OAPSE Annual Conference with pay continuity except that four (4) days may be taken if travel is necessary outside the Greater Cleveland area.

2. It is understood that the employee who fills in for the employee on such leave will be paid at his own rate of pay and not the rate of pay of the employee on leave.
3. The leave must be requested no later than ten (10) work days in advance on a form approved by the Personnel Director. It is understood that in all events the request must be made at least two (2) days before the next Board meeting.

G. OAPSE (NEOTA) Day

All employees shall be given one day's pay for OAPSE (NEOTA) Day in addition to being paid time and one-half for any hours worked if required.

H. Leave of Absence

1. Employee Illness or Disability – Upon the written request of an employee, the Board will grant said employee a leave of absence for a period of not more than one year for illness or other disability of the employee. Leaves will be granted for maximum of one year at a time. If the employee wishes to extend the leave beyond one year, reapplication is necessary. The Board will grant leave for a period of not more than two consecutive calendar years under this provision.
2. Family Illness – When the employee has exhausted all accumulated sick leave, the employee shall be entitled to unpaid leave of absence of up to one (1) year's duration during his/her career with the East Cleveland Schools for extended illness in the immediate family as defined in the Sick Leave provision of this Agreement. The application should be made to the Superintendent at such time as is mutually agreed upon will not interfere with the operation of the employee's department.
3. Family and Medical Leave Act
 - a. Family and Medical Leave Act Leave – Leaves of absence (a) to care for a newborn son or daughter, (b) to care for an adopted son or daughter, (c) to care for a spouse, child or parent, or (d) because of serious health condition making an employee unable to perform his or her job functions will be provided in accordance with the Family and Medical Leave Act of 1993.
 - b. Length of Leave – A leave of absence pursuant to paragraph (1) may not exceed twelve (12) weeks during any twelve (12) month period. An employee on leave of absence pursuant to paragraph (1) for no more than twelve (12) weeks during any twelve (12) month period shall be entitled to reinstatement to the position the employee held prior to taking the leave or, at the discretion of employer, to a similar position.

- c. Paid Time Off to be Included in Leave – An employee taking an authorized leave pursuant to paragraph 1 will apply all remaining paid sick leave, other paid leaves and then vacation, to the period of leave.
- d. Reduced or Intermittent Leave – An employee requiring a reduced or intermittent leave for any reason will apply all remaining paid sick leave, other paid leaves, and then vacation, to the period of leave.

The Board may, at its discretion, temporarily transfer an employee requiring a reduced or intermittent leave to a position performing bargaining unit work with equivalent pay and benefits and which better accommodates the leave.

- e. Certification – Employees requesting leave under paragraph (1) for reasons (c) or (d) are required to provide a certification from the health care provider stating the date on which the serious health condition began, its probable duration, and the appropriate medical facts within the knowledge of the health care provider.

If the leave is to care for a family member, the certification shall so state, and shall additionally include an estimate of the amount of time the employee will be needing to care for the family member.

If the leave is due to an employee's own serious health condition, the certification shall state that the employee is unable to perform the functions of the employee's position.

If the intermittent leave for planned medical treatment is sought, the certification shall state the date(s) on which such treatment is expected to be given and the duration of such treatment.

The employer may, at its own expense, request a second opinion from a second health care provider who is not employed by the employer on a regular basis. If the opinions conflict, the employee may request a third opinion from a jointly designated health care provider. This third opinion shall be final and binding and paid for by the employer.

- f. Notice – An employee taking a leave pursuant to paragraph 1 must provide thirty (30) days written notice of the need for such leave, if possible. When such notice is not possible, an employee must provide notice in writing as far in advance of the requested leave as possible.
 - g. Nothing in this section is intended to diminish or alter the right of employees to the benefits provided by The Family and Medical Leave Act (P.L. 103-3).
4. Other Leaves – Upon the written request of an employee, the Board will consider granting a leave of absence for educational or other reasons deemed by the

Superintendent to be appropriate. To be eligible for such leave, the employee must have been in the active service of the Board for a minimum of two full school years immediately preceding the period of proposed leave. The application for such leave must be received by the Superintendent of Schools on or before March 15 of the school year preceding the leave year. The employee must agree to return to the East Cleveland School System following the leave of absence.

5. During the aforementioned leaves of absence, an employee may not work for another employer without the written approval of the Superintendent of Schools. An employee must give written notice to the Superintendent by March 15 of the leave year (or by some other designated date if a leave of absence other than September 1 – June 30/August 30 is approved) of intent to return for the year following leave. If such notice is timely given, the employee shall be entitled to restoration of position or to a position with like status and pay as entitled by the employee's seniority.
6. The foregoing leaves of absence shall not be viewed as a break in service for purposes of seniority. They shall not entitle the employee, however, to any additional benefits pursuant to the agreement. Leaves granted in connection with the above provisions shall be for a period of either six months or one year unless a shorter period of time shall be recommended by the Superintendent and approved by the Board.

I. Maternity/Paternity/Adoption Leave

1. Any employee who becomes pregnant following her employment by the Board and who desires to return to the employ of the Board subsequent to her pregnancy shall at her request and at her option on the conditions set forth below be granted a maternity leave of absence without pay (except that she may use sick leave for the period of disability).
2. At or prior to the end of the fifth (5th) month of pregnancy (or at such earlier time when the employee's physical and psychological condition interferes with the regular and satisfactory performance of her duties), the employee shall in writing notify the Personnel Director of her pregnancy. She shall also indicate the approximate effective date(s) (beginning and ending dates) of the requested maternity leave. The notification shall state the approximate date of her delivery. Upon the written request of the Personnel Director, the employee shall furnish a certificate from the physician stating the anticipated delivery date.
3. The maternity leave of absence shall be for the period of disability or the balance of the school year in which delivery occurs unless such leave is earlier terminated as hereinafter provided. If the employee elects to remain out only for the period of disability, she shall be reinstated to the position vacated. By the conclusion of the twelfth (12th) week of leave, the employee shall be obligated to indicate whether she intends to return to work by the conclusion of the disabling condition (if so, she shall supply an approximate date of return) or remain out of work the

duration of the year. If the employee remains out beyond the period of disability, for child-rearing purposes, reinstatement shall be to the first available opening. Upon request of the employee her leave may be extended for one (1) additional year.

Year, for the purpose of this provision, shall be considered to commence at the beginning of the school year.

4. If notification is not received pursuant to Section 3 above, it will be assumed that the individual on leave does not wish to return to employment with the East Cleveland Schools.
5. Upon the return from leave, the employee shall assume the same position on the salary schedule, unless the employee has completed one hundred and twenty (120) days or more of employment during the year in which maternity leave was granted.
6. The condition of maternity, pregnancy, miscarriage, abortion, childbirth and recovery therefrom shall not be grounds for termination.
7. Paternity leave shall be granted for purposes of child-rearing in accordance with the notification dates and durations contained herein.
8. These provisions shall also apply to adoptions. Adoptive parents should submit the request for leave as much in advance as possible.

J. Workers' Compensation

1. Any employee who is injured on the job, who elects to receive workers' compensation instead of sick leave shall have his/her benefits paid by the Board for three (3) months or the period of work time lost by the employee because of the injury, whichever is less. (*Wage continuation option shall be as set forth in a Board Policy*) (*In Appendix E*)
2. The parties mutually agree to meet following the conclusion of these negotiations to review and to negotiate, where necessary, the terms and conditions in the Workers' Compensation Program.

K. Jury Duty

1. Bargaining unit employees called to serve on juries or subpoenaed as witnesses in litigation involving the Board of Education (other than litigation on behalf of the employee against the Board) will receive full compensation provided written proof of the length of duty from the bailiff of the court is presented to the Personnel Director.
2. Any compensation received for such jury duty or subpoenas shall be kept by the employee.

3. Time served for jury duty will not be charged to any approved leave policy in effect.

ARTICLE X - HOLIDAYS

- A. All regular non-teaching school employees employed on an eleven or twelve month basis shall be paid their regular salary or regular rate of pay, provided each such employee accrues earnings on the next preceding day and next following scheduled work days before and after such holidays or was properly excused from attendance at work on either or both days for the following: New Year's Day, Martin Luther King Day, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and day following, and Christmas Day.
- B. Nine-and-a-half month and ten-month employees shall be entitled to the following holidays providing they accrue earnings the scheduled preceding and following days: New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, Independence Day (i.e. for extended service personnel), Labor Day, Thanksgiving Day and the Day After Thanksgiving and Christmas Day. If school commences the day after Labor Day, the holiday shall be paid.
- C. In the event that any designated paid holiday falls on Saturday, the preceding Friday shall be observed as the holiday. In case such a holiday occurs on Sunday, the following Monday shall be observed.

ARTICLE XI - VACATIONS

- A. All bargaining unit employees employed prior to July 1, 2007, shall receive the following vacation benefits:

Length of Service: Vacation time shall be computed by the total number of years of service with the East Cleveland City School District Board of Education. Vacation time shall be earned and credited on the employee's anniversary date of employment. Vacation will be taken during the year after the anniversary date.

1 year but less than 5 years 2 weeks
5 completed years and above 2 weeks plus one day for each
additional year until a maximum of
4 weeks are reached at 14 years.

- B. Vacation requests must be made a minimum of two weeks in advance of the time requested. When scheduling conflicts occur, the requests shall be granted in the order received.

- C. The head building custodian must be in his/her building at least two weeks prior to the opening of the school. The remainder of the custodial staff must be in their buildings one week prior to the opening of school.
- D. Salary or hourly employees employed prior to July 1, 2007 who work less than full time will receive vacation pay after the first year of two weeks. Vacation may not be taken in time off but will be received in a payment in the first July pay date at the regular rate of pay for an average number of hours scheduled in a work week.
- E. The employee that receives an extended contract will receive prorated vacation pay for the hours worked during the extended contract, e.g. a two month extended contract will entitle the employee to an additional 2/12ths vacation pay, at the rate of pay and the average hours scheduled to work during the extension. No employee may earn more than 20 days vacation pay in a twelve month period.
- F. The Board will pay any vacation that has been earned, credited and not taken by an employee who dies while employed by the Board to said employee's designated beneficiary for the insurance policy set forth in Article XIII (A).
- G. The Board will pay any vacation that has been earned and not taken by an employee who resigns or retires.
- H. Full Time employees may carry over thirty (30) days of vacation.
- I. Vacation benefits for all employees hired on or after July 1, 2007, shall only apply to eleven- (11) and twelve- (12) month full-time employees and shall be in accordance with Section A above.
- J. The Superintendent may establish blackout periods of not more than three (3) weeks per year as determined in collaboration with the Union.

ARTICLE XII - WORK/SALARY SCHEDULE

- A. The regular work week shall consist of five (5) consecutive days, Monday through Friday.
- B. Custodial IV are not to change work hours without the approval of the Administrator in charge of Buildings and Grounds Department, the Building Principal and notice to the Personnel Director and the Union President.
- C. The regular work hours shall be as follows for current employees:

<u>Positions</u>	<u>Per Day</u>	<u>Year</u>	<u>Pays</u>
All Custodial	8 hours	260	26
All Maintenance	8 hours	260	26
Bus Mechanic	8 hours	260	26

Bus Driver – Dispatcher	8 hours	260	26
Bus Drivers – Maintenance	8 hours	260	26
Bus Drivers – Stationary*	8 hours	240/222	26
Bus Drivers – Half-time	4 hours	192	26
Bus Monitors	4-6 hours	192	22/26

*Note: Bus drivers, who are not scheduled, may be reassigned to other duties in clerical and/or food service positions. The assignments shall be made in reverse seniority order, with the least senior driver receiving the first assignment.

** In the event there is no funding for summer school transportation, employees may be temporarily laid off for lack of work.

Positions	Per Day	Year	Pays
Clerical:			
Business Services IV	8 hours	260	26
Business Services III	8 hours	260	26
Business Services II	8 hours	260	26
Business Services I	8 hours	260	26
Secretaries	8 hours	202	26
Clerks	8 hours	202	26
(Hours include lunch)			
Security Guards	8 hours	192	26
Paraprofessionals*:			
Paraprofessionals I- Classroom	7.5	192	22/26
Paraprofessionals I – Pre-School	7.5	192	22/26
Paraprofessionals II – Special Needs**	7.5	192	22/26
Paraprofessionals III – Comp Tech	7.5	192	22/26

* Paraprofessionals working more than 7.5 hours will be grand fathered.

** Hours may vary for those working with a student on a 1:1 basis.

Cafeteria:			
Cafeteria Class I (Manager)**	8 hours	202	26
Cafeteria Class II**/			
HS/MS Cooks/Cashiers	6.75 hours	192	22/26
HS/MS Cooks/Cashiers hired after 7/01/07	4-6.75 hours	192	22/26
Café Class III/Lunch Aides**	4-6 hours	192	22/26
Media Tech	8 hours	192	26
Courier/Office Equipment Operator	8 hours	260	26
Pre-School Teacher	7.5 hours	192	26

*The hours worked per day of current employees shall not be reduced except pursuant to the layoff provisions of this Agreement.

**The current Assistant Manager at Shaw shall be grand fathered at 7 hours per day. The Assistant Cook at Kirk shall be grand fathered at 8 hours per day and the Cook Cashier at Kirk shall be grand fathered at 7-1/2 per day. The Assistant Manager at Shaw shall work 37-1/2 hours per week. Any other Class II's working more than 6-3/4 or more than 6-1/2 hours per day shall be grand fathered with respect to those hours.

***Class III Lunch Aides working more than six hours shall be grand fathered with respect to those hours.

D. Salary

Employee wages shall be increased across the board as follows:

<u>Effective Date</u>	<u>Percentage Across-the-Board Increase</u>
July 1, 2010	3%
July 1, 2011	3%
July 1, 2012	3%

In lieu of a 3% increase for the 2010-2011 school year, paraprofessionals shall be paid according to the schedule found in the Appendix.

Wage schedules for each year of this Agreement shall be attached as an appendix to the Agreement. The wage schedule shall include both the annual salary amount and hourly rate schedule for all bargaining unit classifications.

Also, the Board agrees that the above percentage across-the-board increases shall be increased to the same percentage as increases to the BA-0 Base Salary for the ECEA bargaining unit for each year of a three (3) year Agreement, if said teacher BA-0 Base Salary percentage increases are greater than the above-stated percentages.

E. Differentials

- a. \$ 800.00 Night Assistant Custodians
- b. \$ 600.00 Shaw Field Maintenance
- c. \$ 200.00 Night Building Security Responsibility
- d. \$ 200.00 Heritage Secretary
- e. \$ 150.00 Insurance for employees 65 or older
- f. \$ 300.00 Secretary/Cashier of each elementary school
- g. \$2,000.00 Cafeteria Managers Shaw and Heritage
- h. \$1,000.00 Building Custodial Staff responsible for Grant Program Clean-Up (To Share)

These differentials will be paid so long as work is allocated as presently. If there are significant changes in assignments, parties will meet to negotiate new allocation of differential monies.

Subsequent Grants shall include, unless prohibited by the Grant, classified costs for custodians, maintenance, payroll and paraprofessionals, including the listed differentials.

F. Longevity

When an individual has reached the top of a category on this schedule, that person shall be paid the below listed amount per year for each year of additional continuous employment with the East Cleveland City Schools. Longevity pay will be paid for salaried employees in a lump sum at the first payroll in July. The pay shall be as follows:

2010-2011 - \$110.00 per year for each year after reaching the top of the scale

2011-2012 - \$115.00 per year for each year after reaching the top of the scale

2012-2013 - \$120.00 per year for each year after reaching the top of the scale

G. The Board shall reimburse employees for the use of one's personal car in conducting school business at the rate then set by the Board for mileage reimbursement for all mileage approved by the designated supervisor.

H. Severance Pay

1. Upon retirement classified personnel of the District will be entitled to receive payment for this accumulated and unused sick leave. Employees shall be paid a sum equal to 35% of the accumulated and unused sick leave as set forth in Section D above. The District will cooperate by issuing this payment to an annuity, as may be directed by the employee, provided that such payment does not violate laws establishing annuity payment limits. Employees must give three (3) months advance notice of their retirement in order to receive the benefits of this provision at the 35% rate. The three-month advance notice requirement is waived in the event of disability or death of the employee or the employee's spouse. Employees who as of June 30, 2004 have 100 days or more of accumulated sick leave shall be grand-fathered with respect to the 50% rate for severance pay purposes.

For purposes of this provision, retirement shall mean any one of the following:

- a. Eligibility for benefits from the State Employment Retirement System (SERS) and actual retirement from the East Cleveland City Schools.
- b. Actual retirement from the East Cleveland City Schools within fifteen (15) or more years of consecutive service and age fifty-two. Leaves of absence do not count or interrupt consecutive service.
- c. Death, in which case benefits shall be paid in accordance with provisions set forth in Section H.3.

A retiree who has received severance pay from the East Cleveland City Schools and who is subsequently re-employed by the District cannot carryover his/her

seniority, sick leave balance and/or vacation. Such a retiree shall be treated as a new employee and shall be placed on the Salary Schedule in accordance with the provisions set forth in Article IX(D)(3).

2. Payment will be at the per diem rate at the time of retirement.
3. Any increase in the payments to which any employee becomes entitled to upon retirement will be accorded to employees covered by this Agreement and will become a part thereof.
4. Should an employee sever employment by death, payment shall be made to the employee's designated beneficiary for the life insurance policy set forth in Article XIII. If there is no beneficiary, it shall go to the deceased's estate in accordance with the Ohio Revised Code within thirty (30) calendar days of death.
5. Upon retirement classified personnel may contribute fifteen (15) percent of their remaining available sick leave after severance pay to the sick leave pool.

ARTICLE XIII – INSURANCE

A. Life Insurance

A \$40,000.00 term life insurance policy shall be provided for each member of the bargaining unit who works a regular schedule of at least twenty (20) hours per week. This coverage shall be 100 percent Board paid and it shall include accidental death and dismemberment riders. Employees working less than twenty (20) hours per week shall be eligible for half this benefit after completion of three (3) years of service.

B. Dental Insurance

The Board will offer the same dental insurance plan as offered to other District employees. Members of the bargaining unit shall pay only fifty percent (50%) of the premium costs as paid by members of the ECEA bargaining unit.

C. Hospitalization

1. Single or family coverage for Anthem shall be available for employees, as defined below, after completion of their first full month of employment. The plan is attached as Appendix J. Employees shall contribute to health insurance as follows:

	<u>S</u>	<u>2P</u>	<u>F</u>
2010-2011	\$25.00	\$50.00	\$ 80.00
2011-2012	\$30.00	\$60.00	\$ 90.00
2012-2013	\$35.00	\$70.00	\$100.00

2. Employees who work six (6) hours a day or more, thirty (30) hours per week, shall be eligible for single or family coverage after the completion of their first full month of employment.
3. Employees who work less than thirty (30) hours per week but at least twenty (20) hours per week, shall be eligible for single coverage after the completion of their first full month of employment.
4. Hospitalization benefits shall not be provided to employees while on a leave of absence and shall terminate after the first full month following the month in which paid days conclude except as may be provided in Article XIII, Section C below.
5. Any employee who is not eligible for Board payment of group insurance premiums shall have the option of maintaining group insurance coverages by payment of the premium by the employee, providing the carrier permits this action. All checks shall be due in the office of the Board of Education on the tenth of the month preceding the month of actual coverage. If checks are not received by this date, coverage shall be terminated on the last day of the current month. This provision shall apply to employees on leaves of absence, as well as employees who are without jobs as a result of reductions in staff but who are awaiting recall to available openings.
6. The employees shall be entitled to either of the following options with regard to the package of fringe benefits to which the employee subscribed at the time the employee's paid days concluded.
 - a. The employee's fringe benefits will continue to be paid as prescribed above through the first full month following the month in which paid days concluded; or
 - b. The employee may elect to have the Board continue payment of fringe benefits to the extent that the Board pays a sum equivalent to the following:

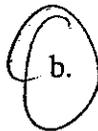
Annual Cost of the Fringe Benefits (July-June)	X	# of Days Paid -----	= Board's Obligation
		# of Contractual work days in work year	
7. Any employee who, by regular contract, is not scheduled to work during the summer shall have benefits for which he/she is enrolled fully paid by the Board for such summer months, provided the employee is in pay status during his/her last ten (10) work days.

8. Open enrollment may occur only during the month of September for coverage beginning October 1. Enrollment for new employees may occur at the time at which they become eligible for a hospitalization benefit.
9. Anthem is the available plan for single, single plus one and family coverage for eligible employees as defined in Appendix J.
10. Prescription Drug Coverage – The prescription drug coverage is set forth in Appendix J.
11. The Board retains the right to change from any present carriers to any other licensed, reputable carrier provided that the parties agree to meet for a period of thirty (30) calendar days for the purpose of considering available alternatives. If there is no agreement, the Board may change carriers providing:
 - a. Bids are taken and the Union President is notified when the bidding process is begun, and is provided with access to the bidding information.
 - b. Any change in carrier is made according to lowest and best bid.
 - c. The Union President shall be notified fifteen (15) calendar days in advance of the intended change and provided with copies of complete insurance policies, both current and proposed.

12. Waiver of Premiums

- a. Effective January 1998, or at the earliest date possible for implementation, full and part classified employees eligible for a Board paid contribution toward health care insurance coverage, who waive their right to the following are eligible to receive a lump sum payment or prorated payment on the first pay period following the completion of the benefit year, per the schedule listed below:

Full time or part-time waiving individual coverage	\$500.00
Full time or part-time waiving family coverage	\$1,000.00



- b. To be eligible, employees must document that they are covered by an alternative health care insurance package and waive the right to enrollment until the next open enrollment.

D. SERS Pick-up

1. Effective April 7, 1986, the Board agrees with the Union to pick up contributions to the State Employees Retirement System on behalf of the employees in the bargaining unit in accordance with the following:
 - a. The amount to be picked up and paid on behalf of each employee shall be ten (10%) of the employee's compensation. The employee's annual

compensation shall be reduced by an amount equal to the amount picked up and paid by the Board.

- b. The pick-up percentage shall apply uniformly to all members of the bargaining unit.
- c. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.
- d. The pick-up shall become effective April 7, 1986 and shall apply to all compensation earned thereafter including supplemental earnings.

E. IRS 125 Accounts

An IRS 125 program shall be implemented in accordance with applicable federal law effective January 1, 1995 with medical spending and dependent care accounts (set up costs paid by Board). The program shall mirror the program established for ECEA.

F. Property Loss Reimbursement

1. The District agrees to establish a fund of \$4,000 per school year to reimburse employees who suffer a loss or damage to personal property (with the exception of personal vehicles) while in the course of their employment with the Board which is not reimbursed through personal insurance or from some other source. Requests for reimbursement from this fund shall be made throughout the school year and payments from the fund shall be made at the end of the school year. If requests for reimbursement exceed \$4,000, they shall be paid on a pro rata basis. Losses will only be reimbursed with proof of purchase and a copy of a filed insurance claim or police report.
2. The Board shall reimburse an employee's insurance deductible up to five hundred (\$500.00) for damages to his/her automobile while said automobile is parked on school property during a period when the employee is working for the District. An employee making a claim under this section of the contract must submit receipts evidencing insurance coverage and cost of the damages to the Treasurer within 48 hours of the occurrence in order to be reimbursed. The employee must be willing to file a police report if it is necessary.

ARTICLE XIV - NO STRIKE

During the duration of this Agreement, neither the Union, its agents, or the classified personnel represented by the Union shall engage in, assist in, sanction or approve any strikes, slow-downs, withholding of services, so-call "study days" or any other concerted effort or conduct which interferes with, impedes or impairs the normal operation of the schools.

ARTICLE XV – NON-DISCRIMINATION

Discrimination prohibited – No employee in the bargaining unit shall be appointed, reduced, removed or in any way favored or discriminated against because of his/her race, national origin, religion or marital status; and, to the extent prohibited by law, no person shall be discriminated against because of age, sex, physical handicap or union involvement. The Board after notice to the Union may take actions necessary to comply with the Americans With Disabilities Act.

ARTICLE XVI – TRANSPORTATION PROVISIONS

- A. All extra trips and field trips including tennis matches, with the exception of daily football practice, shall be driven by a bus driver who is a member of the bargaining unit unless no such driver is available. The rate for such trip shall be the employee's regular rate of pay except that it shall be one and one-half the regular rate of pay for all hours worked over forty (40) in a given week. On holidays drivers shall be paid their regular holiday pay in addition to one and one-half their regular rate of pay for all hours worked on the holiday.

Extra trips shall be done on a rotating basis starting at the top of the seniority list. If a driver declines an overtime assignment the driver shall be charged with the trip on the rotation sheet.

- B. Whenever a bus driver position becomes vacant, it shall be posted in accordance with the posting procedures defined in Article VIII.
- C. When additional hours are assigned on a regular basis, the assignment shall be offered by seniority starting with the most senior employee before going outside the job classification to find applicants. Any driver not given the assignment, who requests in writing the reasons therefore, will be given the reason in writing.

Whenever a regular eight (8) hour bus driver is absent, drivers starting with the most senior, who have not worked forty (40) hours that week will be offered the absent driver's morning run prior to hiring a substitute. Said driver will go off the clock after finishing such morning run until his/her regularly scheduled hours. Such work shall be offered to drivers on a rotating basis.

- D. The Board shall provide field trip assignment notices.
- E. The Board shall assure clean facilities for drivers' use.
- F. No regular employee of the Board who is a member of any other bargaining unit will be paid to drive a Board school bus.
- G. Drivers shall take and pass all tests mandated by any federal, state or city government as a condition of their employment.

H. During the winter, spring and summer vacation periods, the Board periodically hires bus drivers on an as needed basis for only the specified hours needed. It is recognized that this work is outside of the scope of bargaining unit work. It is further agreed that bargaining unit personnel shall be given the first right of assignment for this extra work. They will be called in order based on seniority. Thereafter the District may call substitutes.

I. Transportation – Medical Transfer

The District shall make a good faith effort to provide an alternate work assignment to a Bus Driver who may be medically restricted from driving. The Bus Driver must be capable of performing all the work in the classification assigned and receive medical clearance for the assignment. The alternate assignment shall be paid at the rate for the position assigned. The assignment shall have concurrent approval of the employee and the Union.

J. It is understood that present bus drivers need not become bus drivers/maintenance unless they so choose. [From Side Letter 1]

K. The Courier/Office Equipment Operator position requires the routine daily use of a vehicle. The Courier/Office Equipment Operator shall have access to a Board owned vehicle or be given an annual \$2,000 car allowance differential. In addition, the employee will receive the Board approved mileage rate. The differential shall cease when the District provides permanent work related access to a Board owned vehicle. [From Side Letter 18]

ARTICLE XVII – PARAPROFESSIONALS

Paraprofessionals may be assigned to ride a school bus, lunchroom duty, clear the buildings and grounds at the end of the school day, and tutor students under proper teacher supervision.

The Board will pay the cost of the proficiency test for each Paraprofessional who takes the test in compliance with the No Child Left Behind Act if Grant funds are available.

The Board will add the following differentials to the hourly wages of the Paraprofessionals:

Four Year Degree	Graduate Degree
\$1.00	\$2.00

ARTICLE XVIII – FOOD SERVICE/CAFETERIA

A. The parties have also agreed that if cafeteria employees are required to prepare food for outside groups, those employees involved in the preparation shall be scheduled to work such additional hours as may be necessary, at their regular rate of pay. [From Side Letter 12]

- B. It is also understood that Cafeteria II employees will receive in-service training on operation of the cash register. [From Side Letter 12]

ARTICLE XIX - PERSONNEL AND EVALUATION MATERIALS

- A. All evaluations and personnel materials concerning an employee shall be maintained at the Board of Education's Central Administration Office. No other employee file shall be considered to exist for purposes of documentation in all official matters, transfers, evaluation, assignments, grievances, or any other matters concerning the employee. Materials retained in files other than the official file shall not be considered as official.
- B. Information in an employee's personnel file shall be confidential and shall be available for inspection only to other employees of the Board of Education when necessary in the proper administration of the Board's affairs or the supervision of the employee, provided that such information may be released pursuant to Court order or subpoena. However, the affected employee will be notified of the existence of said Court order or subpoena.
- C. Evaluation material or material relating to an employee's conduct, attitude or service, shall not be included in a personnel file without being signed and dated. No evaluation shall be placed in any personnel file without the opportunity for discussion concerning the contents of the evaluation. A copy will be given to the employee.
- D. An employee or his/her OAPSE representative, if authorized in writing and accompanied by the employee, may review his/her personnel file during regular office hours upon reasonable notice to the Personnel Director, or his designee, in his absence.
- E. The employee shall have the right to insert in his file, reasonable supplementary material and written responses to any items in his file.
- F. The employee shall be furnished, at his/her expense, copies of any and all material included within her/his file, upon written request, except for confidential recommendations, if any, from persons named by the employee in his/her application for employment.
- G. No written reprimand and/or letter of a disciplinary nature will be used in determining disciplinary action provided that two (2) years have elapsed after the effective date of the reprimand and/or letter and providing there are no intervening reprimands or disciplinary letters during the two (2) year period. An employee may request from the Director of Personnel the removal of disciplinary actions after a two year period if there have been no similar infractions during that time period.
- H. Evaluations shall be done on standardized forms that are included in the Appendix of the contract.

ARTICLE XX - DISCIPLINE

- A. Disciplinary action will be taken only with just cause.
- B. Due process will be accorded all employees. The principles of progressive discipline shall be followed on each offense, with an oral reprimand to be given prior to a written reprimand and a written reprimand given prior to any suspension, a suspension given prior to a recommendation for termination.
- C. As a general policy, disciplinary action is designed to improve the employee involved. However, it is understood that certain behavior may be so serious as to mandate immediate termination of services.
- D. All discipline is subject to the grievance procedure.
- E. At any meeting between a bargaining unit member and an administrator which involves or may lead to formal discipline, suspension or discharge, the bargaining unit member may request the presence of an OAPSE representative. At such time as a request is made any meeting will be recessed until an OAPSE representative can be present unless the exigencies require otherwise. The foregoing shall not affect the right to ultimately discipline employees.
- F. The Union President, upon request, shall be informed of the reason for any action taken against any employee in the bargaining unit.

ARTICLE XXI - UNION RIGHTS AND RESPONSIBILITIES

OAPSE shall have the following rights in addition to the rights contained in this Agreement.

- A. During the term of this Agreement and as long as it is not in violation of the no-strike provisions hereof, the Union shall have the right to use, without charge, school buildings in conformance with Board policy.
- B. During the term of this Agreement and as long as it is not in violation of the no-strike provisions hereof, the Union shall have the right to use interschool mail delivery service for Union purposes.
- C. The Board shall send the Union a copy of the agenda and minutes of Board meetings.
- D. The Board shall keep the Union informed and shall seek the Union's input whenever possible, through the OAPSE President who may consult with his/her Executive Committee, concerning the addition or elimination of a classification.
- E. The Board shall provide the Union access to information from which to compile a seniority list.

- F. Authorized OAPSE Staff representative shall be permitted to transact lawful official business on school property at all reasonable times and after checking in with the principal or appropriate central supervisory personnel and stating the reason for the visit. If the OAPSE Representative wishes to meet with a bargaining unit employee, permission of the employees supervisor first must be obtained.
- G. The Local President shall be notified in advance by the Personnel Director of all classified personnel permanently transferred from one building to another.
- H. In accordance with Article VIII the Local President shall be provided with a set of complete and current descriptions of job and job qualifications.
- I. The Board and Union agree that no employee of the Board will be discriminated against in any way by either party because of their participation or non-participation in lawful OAPSE activity.
- J. The Board and the Union agree to use their best efforts to insure compliance with all the terms of this Agreement.
- K. The Board and Union recognize the sensitivity of some information in their possession and agree to use their best efforts to keep such information confidential. Confidential information should be discussed only with authorized persons. Official union business should be conducted through official administrative-union channels.
- L. Whenever the Union President or his/her designee participates in grievance and/or disciplinary hearings held during his/her regular working hours, said time shall be paid by the Board.
- M. When issued by the Personnel Director, the Union shall be furnished with a copy of the job description of each classification covered under the terms of this Agreement.
- N. The Board agrees to notify the Union in writing at least ten (10) days prior to implementation, and discuss upon request, prior to implementation, any work rule or amendments thereto.
- O. The Board shall provide the OAPSE President with a copy of results of any school building tests for asbestos, radon, or other contaminants or pollutants, along with any written recommendations from the person(s) conducting such test(s).
- P. The OAPSE President or designee shall be afforded the opportunity to address new hires during periodic orientations for classified employees to be held as follows: August, November, February and May. The Board and the OAPSE President or designee shall provide new hires with their respective "new employee" packets. The OAPSE President or designee shall include in the OAPSE Packet a copy of the Contract in force and an OAPSE new member packet, along with the membership application and the letter set forth in Appendix C of the Agreement. The Board orientation will include, but shall not be limited to, safety information, reporting to and calling off from work, insurance, salary, payroll and benefit information.

- Q. The Board shall inform the OAPSE President and seek input from him/her on matters pertaining to new or modified fiscal policy, budget and tax programs and construction programs.

ARTICLE XXII – CONFLICT OF LAWS

If any provision of this Agreement or the application thereof is found to be contrary to law in a Court of competent jurisdiction or by mutual agreement of the parties, then such provision shall be deemed invalid to the extent such provision is contrary to law, then that section shall be altered to comply with the law, if possible, but all other provisions shall continue in full force and effect.

ARTICLE XXIII – REDUCTION IN FORCE

- A. In case the Board determines that a reduction in force is needed because of economic necessity, the closing of a building, the termination of a funded program or lack of work, the number of persons affected by such reduction will be kept, to the extent that it is practicable to do so, to a minimum by not employing replacements for employees who retire or resign. It is recognized, however, that it may be necessary to hire some replacements for such positions because employees in the District do not possess the skill and ability to perform the required duties of the position without further training and the position is one which should not remain open. The Union President will receive a thirty (30) day notice that layoffs are anticipated. The Board shall not hire students, CETA or volunteers to perform the work of Union members on layoff except for student/youth programs.
- B. In the case of reduction of personnel in any classification, the employee's seniority with the Board of Education shall govern, provided the employee is capable to perform the available work.
1. For purposes of layoff, the following classification groupings and classifications shall be used:

Group 1	Custodial IV Custodial III Custodial II Custodial I Custodial I/Cafeteria III
Group 2	Maintenance III Maintenance II Maintenance I
Group 3a Group 3b	Bus Mechanic Bus Driver – Dispatcher

Group 3c	Bus Driver – Maintenance Bus Driver Stationary Bus Monitors Half-Time Bus Driver
Group 4	Cafeteria Class I (Managers) Class II Cafeteria Class III Cafeteria/Lunch Aides
Group 5	Business Service IV Business Service III *Business Service II – Secretaries *Business Service I – Clerks *(Refer to b. below)
Group 6	Paraprofessionals
Group 7	Media – Library Tech.
Group 8	Security Guards
Group 9	Courier/Office Equipment Operator
Group 10	Public Pre-School Teachers

2. All bumping by displaced employees shall be downward within classification and classification groupings, except that when comparable classifications exist within a classification grouping, lateral bumping by displaced employees will be permitted. All such comparable classifications have been designated by an asterisk.

C. Seniority shall be defined as the uninterrupted length of continuous service with the Board of Education, computed from the latest date of hire.

1. Authorized leaves of absence and layoffs do not constitute an interruption in continuous service for purposes of calculating seniority for reduction in force. Leaves of absences, however, of more than thirty days (30) and time spent on layoff shall not be counted toward accumulated seniority.
2. In cases of identical seniority, the date of the employee's application for employment, if available, will determine his/her position on the seniority list. If unavailable or if employees have identical dates of application, a coin flip will determine the position on the seniority list.

D. Subject to 2 above, layoffs shall be determined as follows:

1. An employee designated for layoff shall have the right to displace an employee with lesser seniority subject to the following rules:
 - a. Within the same classification, the least senior employee working approximately the same number of yearly hours should be subject to bumping.
 - b. The employee(s) with the least seniority who has been bumped out of his/her classification may bump downward within his/her classification grouping except when comparable classifications exist within a grouping. In such cases, lateral bumping by a displaced employee will be permitted of the least senior employee who works the same or greater hours within the comparable classification. Where the opportunity for lateral bumping does not exist or has been exercised, the employee with the least seniority who has been displaced may bump the least senior employee who works the same or greater hours as the employee being laid off in a lower classification within the same classification grouping.
 - c. In all cases within a classification, less senior employees working the same or greater hours shall be bumped first. If no such person exists, the employee may either bump a less senior employee working less hours or bump into a lower or lateral classification if one exists.
 - d. Individuals who are displaced by the bumping process will themselves be given the opportunity to bump in the manner set forth above.
 - e. Any employee displaced under the above procedure has the right to bump the least senior employee in any specific classification that the displaced employee has occupied within the three years immediately preceding the layoff and provided that the individual has greater seniority as defined above.
2. If an employee designated for layoff or one who has been bumped, does not choose to bump the least senior employee within classification, or the least senior employee in a comparable or lower classification within the classification grouping, that employee will automatically be placed on the layoff list.
3. Insofar as possible and practical, the Union shall be provided a list of all persons to be laid off under this Article three (3) weeks prior to the Board meeting at which such action is planned to be taken. The list shall indicate the names of affected employees, their classifications and seniority dates. Each individual employee shall also receive written notice at this time which shall include the projected date of layoff, the reason for layoff and reinstatement rights. If the Union believes that a person is improperly being laid off, it shall notify in writing the Administration within seven (7) calendar days stating the person improperly laid off, the reason, and the person it believes should be properly laid off. The parties shall then immediately meet and seek to resolve the dispute. If the parties cannot resolve which person(s) should be laid off, the matter will be immediately

submitted to an arbitrator which shall be handled expeditiously and the arbitrator shall determine which person(s) are to be laid off. In the meantime, the Board's determination shall be binding. Should an agreement be reached between the Administration and the Union resolving any dispute over the identity of employees to be laid off, that joint determination shall be final and binding upon all concerned.

E. Recall

1. Except as per A. above, vacancies in a classification shall be offered in writing to the employee on layoff in the classification with the most seniority who is able to do the available work. In determining the most senior person who is to be offered the vacancy, employees will be considered for position in lower classifications within the classification grouping from which they were displaced.
 2. Notice of recall shall be sent by certified mail to the last address provided by the employee to the Personnel Director. The Union shall be sent a copy of all such letters.
 3. An employee shall remain eligible for recall unless:
 - a. The time for right of recall has expired; or
 - b. She/he resigns, or
 - c. The employee accepts or declines recall to the same classification from which the employee was laid off, or
 - d. She/he fails to timely respond to a notice of recall.
 4. The Board shall pay insurance benefits of an employee laid off for the month during which the layoff occurred and the month thereafter. Employees will be advised of COBRA rights. Payments by employee to continue benefits must be paid by the first of each month.
- F. Any employee who declines reinstatement or does not respond within five (5) working days of receipt of notice shall have re-employment rights terminated.
- G. The employee shall have a right to reinstatement equal to accumulated seniority or two (2) years whichever is less. If reinstated from layoff during this period, such employee shall retain all previously accumulated seniority.

ARTICLE XXIV -- FOOD SERVICE EFFICIENCY TASK FORCE COMMITTEE

During the period from July 1, 2007 until June 30, 2008 the Board of Education and OAPSE shall engage in a study committee to determine operational changes to ensure the financially sound operation of all food services going forward. Prior to June 30, 2008, the parties shall

engage in and negotiate changes to the collective bargaining agreement that implement the findings of the study committee.

ARTICLE XXV - TERMS

The terms and conditions contained in the Agreement are effective for the period commencing July 1, 2010 and terminating June 30, 2013. Salaries reflected shall be implemented in accordance with this Agreement.

<u><i>Thomas P. Keenan</i></u> Board President	<u>2/23/11</u> Date	<u><i>Anthony Leckner J</i></u> President of OAPSE	<u>2/23/11</u> Date
<u><i>Maura L. Riley</i></u> Superintendent	<u>2/23/11</u> Date	<u><i>Suzanne Allen</i></u> OAPSE Representative	<u>2/23/11</u> Date
<u><i>Mary Ann Hawak</i></u> Treasurer	<u>2-23-11</u> Date	<u><i>[Signature]</i></u> Treasurer	<u>2-23-11</u> Date

CLASSIFIED EMPLOYEE ABSENCE RECORD

Absent Employee _____ SS# _____ Bldg./Dept. _____

Date(s) Absent _____ Total Days Absent _____

Reason for Absence:

- _____ SICK LEAVE (If sick leave, please check specific reason.)
 - _____ Personal Illness
 - _____ Illness in Family
 - _____ Death in Family
- _____ Doctor/Dental Appointment
- _____ Other (specify) _____

If ill and attended by a physician, please list physician's name and address.

Physician's Name _____ Physician's Address _____

- _____ PERSONAL LEAVE
- _____ PROFESSIONAL LEAVE (Board approved)
- _____ SCHOOL BUSINESS (Immediate supervisor approved)
- _____ JURY DUTY
- _____ ASSAULT LEAVE
- _____ OTHER LEAVE (Describe) _____

I hereby certify that the absence was for the reason above _____
(Signature of Employee and Date)

Supervisor's Signature _____ Date _____

White copy - Personnel Office Yellow copy - Building

APPENDIX B

REVOCATION FORM

I hereby revoke my membership that I previously executed in favor of Local 181 of Ohio Association of Public School Employees. I understand that as a condition of my employment, I am required to pay fair-share fee.

Date received by Payroll

APPENDIX C

Dear New Employee:

You are required to become a member of Local 181, OAPSE or to pay a fair share fee as a condition of your employment with the East Cleveland Board of Education. The choice to become a Union member or a fair share participant is yours. If you wish to be a fair share fee participant check below and return to the payroll department. If you wish to join the Union, an OAPSE membership application is attached which should be returned to, Union Treasurer.

Sincerely,

Personnel Director

_____ I wish to be a fair share fee participant

Name: _____

Address: _____

APPENDIX D

Side Letter

The Board team agrees to develop a protocol for the Bus Driver Alternative Assignments with input from OAPSE's officer/designees. The Board will not implement the alternative assignments until the written protocols are completed. Every effort will be made to complete this process by September 15, 2013. The Administration will issue a directive stating Transportation Monitors will be paid for all time spent on the bus.

Side Letter

Paychecks: It is agreed to form a subcommittee to determine a way by which the pay rate of each employee can appear on his/her pay stub. This committee will conclude its findings by October 31, 2013.

STAFF HEALTH AND SAFETY

WORKER'S COMPENSATION

In case of injury while performing duties in keeping with the employee's position, the employee may be eligible for payment of medical expenses and lost time under the Worker's Compensation Act of Ohio.

Any employee who is injured while at work should immediately report such injury to the supervisor and the central office and complete the necessary forms to process benefits under this Act. The forms must be completed and signed by the employee within 72 hours of the occurrence of the injury.

In the event an absence occurs as a result of the alleged injury and no Report of Injury form is filed, the employees sick time will be charged.

The District's WC Managed Care Organization (MCO) will authorize payment of medical expenses and coordinate the medical care and rehabilitation of the injured employee.

An approved WC claim may qualify the employee for salary continuation for a 90 day period. During this period sick time will not be charged. If additional time is necessary the employee will be required to submit to an independent medical examination (IME) arranged by the MCO. If the IME determines the employee has achieved maximum medical improvement (MMI), the employee will be required to return to work. Should the employee fail to return to work the WC benefits may be discontinued and any further absence will be charged to the employee's available sick time.

The District will attempt to implement a transitional work opportunity to allow the injured employee to return to work and perform those duties not restricted by the medical provider. Such assignments will be temporary, not to exceed ninety days and will be within the scope of the employee abilities.

Under no circumstance is the employee to receive salary continuation or sick leave and WC lost time payments for the same period of time.

EVALUATION FORM
EAST CLEVELAND CITY SCHOOLS
EMPLOYEE EVALUATION REPORT

EMPLOYEE:		WORK LOCATION:	
POSITION:		Evaluator:	
REASON FOR THIS EVALUATION:			
Probationary – Type:	30 days	60 days	90 days
Annual:			

COMPLETE THE EVALUATION BY USING THE FOLLOWING CODING SYSTEM:

S	Satisfactory	U	Unsatisfactory
I	Improvement Needed	N/A	Not Applicable or Not Observed

Note: THE EMPLOYEE SHOULD HAVE BEEN NOTIFIED AT LEAST 30 DAYS PRIOR TO THE EVALUATION THAT A DEFICIENCY EXISTED IF EITHER AN "I" OR "U" APPEAR IN ANY CATEGORY(S).

1. Job Performance
Technical Knowledge
Follows Directions
Shows Initiative
Pride in Work
Organization of Time
Adaptability
Quality of Work
Quantity of Work
Care of Equipment and Materials
Safety Consciousness

2. Personal/Professional Qualities	
	Attendance (Insert S, U, or I)
	Punctuality
	Grooming and Appearance
	Relationship with Staff
	Relationship with Public
	Accepts Constructive Criticism
3. Overall Evaluation	
	Satisfactory
	Improvement Needed*
	Unsatisfactory*

Note: If either of the last two above is checked, specific job targets for improvement should be prepared on Form B.

4. EVALUATOR COMMENTS: (OPTIONAL)

5. EMPLOYEE COMMENTS (OPTIONAL):

The signature of the employee indicates only awareness of the evaluation and not necessarily agreement with the appraisal.

Employee's Signature _____ Date _____

Evaluator's Signature _____ Date _____

Administrative Supervisor's Signature _____ Date _____
(Required only if evaluator is not an administrator, a head custodian, or a cafeteria manager)

Personnel Director's Signature _____ Date _____

**EAST CLEVELAND CITY SCHOOLS
 SPECIFIC JOB TARGETS FOR IMPROVEMENTS
 FORM B**

EMPLOYEE:		WORK LOCATION:	
POSITION:		Supervisor:	
AREA			
SPECIFIC JOB TARGETS			
1.			
2.			
3.			

Employees Signature _____

Date _____

Supervisor's Signature _____

Date _____

INAPPROPRIATE USE OF LEAVE

The Board and OAPSE members believe that sick leave and personal leave are valuable benefits for employees when used for the purpose intended. We believe employees have a responsibility to report to work daily and timely.

It is the intent of this provision to provide administrators and employees a guide that establishes what types of absenteeism may result in discipline and how an employee's absenteeism should be investigated.

The following constitutes instances of absenteeism that may be investigated:

1. Unusual patterns of absenteeism.
2. Excessive absenteeism.
3. Excessive tardiness or leaving work early.
4. Instances of "AWOL" or failure to report off.
5. Use of leave to extend holidays or other paid days off.
6. Fraudulent or inappropriate use of leave.

In the event of such investigation, the administration may request documentation supporting such absence.

<u>OAPSE SALARY SCHEDULE</u>											
2010-2011											
		0	1	2	3	4	5	6	7	8	9
1.	Custodial IV (Shaw)	260 days (2080 hours)									
		\$22.63	\$23.34	\$24.05	\$24.76	\$25.46	\$26.17	\$26.88			
2.	Custodial IV (Kirk)	260 days (2080 hours)									
		\$21.70	\$22.40	\$23.10	\$23.81	\$24.51	\$25.21	\$25.93			
3.	Custodial IV (Elem)	260 days (2080 hours)									
		\$20.33	\$21.03	\$21.73	\$22.42	\$23.12	\$23.82	\$24.52			
4.	Custodial III (Asst)	260 days (2080 hours)									
		\$16.79	\$17.49	\$18.19	\$18.89	\$19.60	\$20.30	\$21.00			
5.	Custodial II (Aide)	260 days (2080 hours)									
		\$12.93	\$13.43	\$13.95	\$14.46	\$14.97	\$15.48	\$15.99			
6.	Custodial I (Cleaner)	260 days (2080 hours)									
		\$10.74	\$11.30	\$11.87	\$12.43	\$13.00	\$13.56	\$14.12			
7.	Maintenance III	260 days (2080 hours)									
		\$19.84	\$20.51	\$21.18	\$21.85	\$22.52	\$23.19	\$23.86			
8.	Maintenance II	260 days (2080 hours)									
		\$17.01	\$17.73	\$18.45	\$19.17	\$19.89	\$20.61	\$21.33			

9.	Maintenance I	260 days (2080 hours)								
		\$15.23	\$15.94	\$16.65	\$17.35	\$18.05	\$18.75	\$19.45		
10.	Bus Monitor	4-6 hours per day								
		\$10.55	\$10.95	\$11.35	\$11.74	\$12.14	\$12.55	\$12.97		
11.	Bus Driver/Maint	260 days (2080 hours)								
		\$15.04	\$15.68	\$16.33	\$16.97	\$17.62	\$18.27			
12.	Bus Driver	240 days (1920 hours)								
		\$15.42	\$16.08	\$16.74	\$17.40	\$18.05	\$18.71			
13.	Bus Driver	222 days (1776 hours)								
		\$15.42	\$16.08	\$16.74	\$17.40	\$18.05	\$18.71			
14.	Security	192 days (1536 hours)								
		\$20.53	\$20.95	\$21.36	\$21.79	\$22.21	\$22.62			
15.	Audio Visual	192 days (1536 hours)								
		\$15.20	\$16.05	\$16.89	\$17.74	\$18.58	\$19.43	\$20.27	\$21.12	
16.	Cafeteria I (Lunch Mgr)	202 days (1616 hours)								
		\$12.13	\$12.92	\$13.69	\$14.46	\$15.23	\$16.01	\$16.78	\$17.55	
17.	Cafeteria II (Cash/Cook)	162 days (1296 hours)								
		\$11.07	\$11.53	\$11.97	\$12.42	\$12.88	\$13.33	\$13.77		\$15.13
18.	Cafeteria III (Lunch Aides)	4-6 hours								
		\$10.55	\$10.95	\$11.35	\$11.74	\$12.14	\$12.55			\$12.97

19.	Clerk	202 days (1616 hours)									
		\$11.48	\$11.97	\$12.44	\$12.93	\$13.41	\$13.88	\$14.37	\$14.85	\$15.33	
20.	Secretary	202 days (1616 hours)									
		\$13.77	\$14.40	\$15.04	\$15.68	\$16.32	\$16.95	\$17.58	\$18.22	\$18.86	
21.	Business Serv. IV	260 days (2080 hours)									
		\$15.51	\$16.23	\$16.95	\$17.67	\$18.39	\$19.10	\$19.82	\$20.54	\$21.25	
22.	Business Serv. III	212 days (1696 hours)									
		\$14.81	\$15.55	\$16.28	\$17.02	\$17.75	\$18.48	\$19.22	\$19.95	\$20.68	
23.	Business Serv. III	260 days (2080 hours)									
		\$14.50	\$15.22	\$15.93	\$16.66	\$17.37	\$18.09	\$18.80	\$19.52	\$20.23	
24.	Business Serv. II	260 days (2080 hours)									
		\$13.58	\$14.20	\$14.83	\$15.46	\$16.09	\$16.72	\$17.34	\$17.96	\$18.59	
25.	Business Serv. I	260 days (2080 hours)									
		\$11.80	\$12.35	\$12.89	\$13.42	\$13.96	\$14.49	\$15.03	\$15.56	\$16.10	
26.	Paraprofessional I-Classroom	192 days (1440 hours)									
		\$12.13	\$12.43	\$12.73	\$13.01	\$13.31	\$13.61	\$13.90	\$14.20		
27.	Paraprofessional II-Special Needs	192 days (1440 hours)									
		\$12.55	\$12.84	\$13.14	\$13.44	\$13.72	\$14.02	\$14.32	\$14.62		
28.	Courier/Equip Oper	260 days (2080 hours)									
		\$15.04	\$15.68	\$16.33	\$16.97	\$17.62	\$18.27				

29.	Shaw Ctr Coord	260 days (2080 hours)									
		\$15.94	\$16.27	\$16.59	\$16.92	\$17.25	\$17.58				
30.	Shaw Ctr Asst	192 days (2080 hours)									
		\$11.53	\$11.95	\$12.37	\$12.79	\$13.22	\$13.64				
31.	Preschool Teacher	192 days (1440 hours)									
		\$15.38	\$16.23	\$17.10	\$17.96	\$18.82	\$19.68	\$20.54	\$21.40		

<u>OAPSE SALARY SCHEDULE</u>											
2011-2012											
		0	1	2	3	4	5	6	7	8	9
1.	Custodial IV (Shaw)	260 days (2080 hours)									
		\$23.31	\$24.04	\$24.77	\$25.50	\$26.22	\$26.95	\$27.69			
2.	Custodial IV (Kirk)	260 days (2080 hours)									
		\$22.35	\$23.07	\$23.79	\$24.52	\$25.24	\$25.97	\$26.71			
3.	Custodial IV (Elem)	260 days (2080 hours)									
		\$20.94	\$21.66	\$22.38	\$23.09	\$23.81	\$24.53	\$25.25			
4.	Custodial III (Asst)	260 days (2080 hours)									
		\$17.29	\$18.01	\$18.73	\$19.46	\$20.19	\$20.91	\$21.63			
5.	Custodial II (Aide)	260 days (2080 hours)									
		\$13.31	\$13.83	\$14.37	\$14.89	\$15.42	\$15.94	\$16.47			
6.	Custodial I (Cleaner)	260 days (2080 hours)									
		\$11.06	\$11.64	\$12.23	\$12.80	\$13.39	\$13.97	\$14.54			
7.	Maintenance III	260 days (2080 hours)									
		\$20.43	\$21.12	\$21.81	\$22.50	\$23.19	\$23.88	\$24.57			
8.	Maintenance II	260 days (2080 hours)									
		\$17.52	\$18.26	\$19.00	\$19.74	\$20.49	\$21.23	\$21.97			

9.	Maintenance I	260 days (2080 hours)								
		\$15.69	\$16.42	\$17.15	\$17.87	\$18.59	\$19.31	\$20.03		
10.	Bus Monitor	4-6 hours per day								
		\$10.87	\$11.28	\$11.69	\$12.09	\$12.50	\$12.93	\$13.36		
11.	Bus Driver/Maint	260 days (2080 hours)								
		\$15.49	\$16.15	\$16.82	\$17.48	\$18.15	\$18.82			
12.	Bus Driver	240 days (1920 hours)								
		\$15.88	\$16.56	\$17.24	\$17.92	\$18.59	\$19.27			
13.	Bus Driver	222 days (1776 hours)								
		\$15.88	\$16.56	\$17.24	\$17.92	\$18.59	\$19.27			
14.	Security	192 days (1536 hours)								
		\$21.14	\$21.58	\$22.00	\$22.44	\$22.88	\$23.30			
15.	Audio Visual	192 days (1536 hours)								
		\$15.66	\$16.53	\$17.40	\$18.27	\$19.14	\$20.01	\$20.88	\$21.75	
16.	Cafeteria I (Lunch Mgr)	202 days (1616 hours)								
		\$12.49	\$13.31	\$14.10	\$14.89	\$15.69	\$16.49	\$17.28	\$18.08	
17.	Cafeteria II (Cash/Cook)	162 days (1296 hours)								
		\$11.40	\$11.87	\$12.33	\$12.79	\$13.27	\$13.73	\$14.18		\$15.58
18.	Cafeteria III (Lunch Aides)	4-6 hours								
		\$10.87	\$11.28	\$11.69	\$12.09	\$12.50	\$12.93			\$13.36

19.	Clerk	202 days (1616 hours)									
		\$11.82	\$12.33	\$12.81	\$13.32	\$13.81	\$14.30	\$14.80	\$15.29	\$15.79	
20.	Secretary	202 days (1616 hours)									
		\$14.18	\$14.83	\$15.49	\$16.15	\$16.81	\$17.46	\$18.11	\$18.77	\$19.42	
21.	Business Serv. IV	260 days (2080 hours)									
		\$15.97	\$16.72	\$17.46	\$18.20	\$18.94	\$19.67	\$20.41	\$21.16	\$21.89	
22.	Business Serv. III	212 days (1696 hours)									
		\$15.25	\$16.02	\$16.77	\$17.53	\$18.28	\$19.03	\$19.80	\$20.55	\$21.30	
23.	Business Serv. III	260 days (2080 hours)									
		\$14.93	\$15.68	\$16.41	\$17.16	\$17.90	\$18.63	\$19.36	\$20.10	\$20.84	
24.	Business Serv. II	260 days (2080 hours)									
		\$13.98	\$14.63	\$15.27	\$15.92	\$16.57	\$17.22	\$17.86	\$18.32	\$19.15	
25.	Business Serv. I	260 days (2080 hours)									
		\$12.15	\$12.72	\$13.28	\$13.82	\$14.38	\$14.92	\$15.48	\$16.03	\$16.58	
26.	Paraprofessional I-Classroom	192 days (1440 hours)									
		\$12.49	\$12.80	\$13.11	\$13.40	\$13.71	\$14.02	\$14.32	\$14.63		
27.	Paraprofessional II-Special Needs	192 days (1440 hours)									
		\$12.93	\$13.22	\$13.53	\$13.84	\$14.13	\$14.44	\$14.75	\$15.06		
28.	Courier/Equip Oper	260 days (2080 hours)									
		\$15.50	\$16.15	\$16.82	\$17.48	\$18.15	\$18.82				

29.	Shaw Ctr Coord	260 days (2080 hours)								
		\$16.42	\$16.76	\$17.09	\$17.43	\$17.77	\$18.11			
30.	Shaw Ctr Asst	192 days (2080 hours)								
		\$11.87	\$12.31	\$12.74	\$13.17	\$13.61	\$14.05			
31.	Preschool Teacher	192 days (1440 hours)								
		\$15.84	\$16.72	\$17.61	\$18.50	\$19.38	\$20.27	\$21.16	\$22.04	

OAPSE SALARY SCHEDULE 2012-2013											
		0	1	2	3	4	5	6	7	8	9
1.	Custodial IV (Shaw)	260 days (2080 hours)									
		\$24.00	\$24.76	\$25.51	\$26.26	\$27.01	\$27.76	\$28.52			
2.	Custodial IV (Kirk)	260 days (2080 hours)									
		\$23.02	\$23.76	\$24.50	\$25.25	\$26.00	\$26.75	\$27.51			
3.	Custodial IV (Elem)	260 days (2080 hours)									
		\$21.57	\$22.31	\$23.05	\$23.78	\$24.52	\$25.26	\$26.01			
4.	Custodial III (Asst)	260 days (2080 hours)									
		\$17.81	\$18.55	\$19.29	\$20.04	\$20.79	\$21.54	\$22.28			
5.	Custodial II (Aide)	260 days (2080 hours)									
		\$13.71	\$14.24	\$14.80	\$15.34	\$15.88	\$16.42	\$16.96			
6.	Custodial I (Cleaner)	260 days (2080 hours)									
		\$11.39	\$12.00	\$12.60	\$13.18	\$13.79	\$14.39	\$14.98			
7.	Maintenance III	260 days (2080 hours)									
		\$21.04	\$21.75	\$22.46	\$23.17	\$23.88	\$24.60	\$25.31			
8.	Maintenance II	260 days (2080 hours)									
		\$18.04	\$18.81	\$19.57	\$20.33	\$21.10	\$21.87	\$22.63			

9.	Maintenance I	260 days (2080 hours)								
		\$16.16	\$16.91	\$17.66	\$18.41	\$19.15	\$19.89	\$20.63		
10.	Bus Monitor	4-6 hours per day								
		\$11.20	\$11.62	\$12.04	\$12.45	\$12.87	\$13.32	\$13.76		
11.	Bus Driver/Maint	260 days (2080 hours)								
		\$15.95	\$16.63	\$17.32	\$18.00	\$18.69	\$19.38			
12.	Bus Driver	240 days (1920 hours)								
		\$16.36	\$17.06	\$17.76	\$18.46	\$19.15	\$19.85			
13.	Bus Driver	222 days (1776 hours)								
		\$16.36	\$17.06	\$17.76	\$18.46	\$19.15	\$19.85			
14.	Security	192 days (1536 hours)								
		\$21.77	\$22.23	\$22.66	\$23.11	\$23.57	\$24.00			
15.	Audio Visual	192 days (1536 hours)								
		\$16.13	\$17.02	\$17.92	\$18.82	\$19.71	\$20.61	\$21.51	\$22.40	
16.	Cafeteria I (Lunch Mgr)	202 days (1616 hours)								
		\$12.86	\$13.71	\$14.52	\$15.34	\$16.16	\$16.98	\$17.80	\$18.62	
17.	Cafeteria II (Cash/Cook)	162 days (1296 hours)								
		\$11.74	\$12.23	\$12.70	\$13.17	\$13.67	\$14.14	\$14.60		\$16.05
18.	Cafeteria III (Lunch Aides)	4-6 hours								
		\$11.20	\$11.62	\$12.04	\$12.45	\$12.87	\$13.32			\$13.76

19.	Clerk	202 days (1616 hours)									
		\$12.17	\$12.70	\$13.19	\$13.72	\$14.22	\$14.73	\$15.24	\$15.75	\$16.26	
20.	Secretary	202 days (1616 hours)									
		\$14.60	\$15.27	\$15.95	\$16.63	\$17.31	\$17.98	\$18.65	\$19.33	\$20.00	
21.	Business Serv. IV	260 days (2080 hours)									
		\$16.45	\$17.22	\$17.98	\$18.75	\$19.51	\$20.26	\$21.02	\$21.79	\$22.55	
22.	Business Serv. III	212 days (1696 hours)									
		\$15.71	\$16.50	\$17.27	\$18.05	\$18.83	\$19.60	\$20.39	\$21.17	\$21.94	
23.	Business Serv. III	260 days (2080 hours)									
		\$15.38	\$16.15	\$16.90	\$17.67	\$18.44	\$19.18	\$19.94	\$20.70	\$21.46	
24.	Business Serv. II	260 days (2080 hours)									
		\$14.40	\$15.07	\$15.73	\$16.40	\$17.07	\$17.74	\$18.39	\$18.87	\$19.72	
25.	Business Serv. I	260 days (2080 hours)									
		\$12.51	\$13.10	\$13.68	\$14.23	\$14.81	\$15.37	\$15.94	\$16.51	\$17.08	
26.	Paraprofessional I-Classroom	192 days (1440 hours)									
		\$12.86	\$13.18	\$13.50	\$13.80	\$14.12	\$14.44	\$14.75	\$15.07		
27.	Paraprofessional II-Special Needs	192 days (1440 hours)									
		\$13.32	\$13.62	\$13.93	\$14.25	\$14.55	\$14.87	\$15.19	\$15.51		
28.	Courier/Equip Oper	260 days (2080 hours)									
		\$15.96	\$16.63	\$17.32	\$18.00	\$18.69	\$19.38				

29.	Shaw Ctr Coord	260 days (2080 hours)									
		\$16.91	\$17.26	\$17.60	\$17.95	\$18.30	\$18.65				
30.	Shaw Ctr Asst	192 days (2080 hours)									
		\$12.23	\$12.68	\$13.12	\$13.56	\$14.02	\$14.47				
31.	Preschool Teacher	192 days (1440 hours)									
		\$16.31	\$17.22	\$18.14	\$19.05	\$19.96	\$20.89	\$21.79	\$22.70		

SUBSTITUTE EMPLOYEES

[From Side Letter 11]

This letter is to confirm our agreement to make a good faith effort to call in substitutes for absent cafeteria, cleaning personnel and for absent bus drivers, clerks and Paraprofessionals. In this regard the Board must ensure that employees who are absent timely notify their immediate supervisors of absences, that the appropriate persons then call in substitutes, and that substitutes called in show up to work. We will make efforts to ensure that all three factors are achieved. We will hold no less than two (2) mass interviews per year in an attempt to attract new applicants. When an absent employee is replaced by a substitute employee, a good faith effort will be made to assign additional available hours to the regular employees and the fewest number of hours to the substitute.

Your Summary of Benefits



APPENDIX J

**East Cleveland City Schools
Blue Access® (PPO) Option 1 \$100/90%
Summary of Benefits, Effective 10/01/2010**

Please note: As we receive additional guidance and clarification from the U.S. Department of Health and Human Services, we may be required to make additional changes to your benefits. At this time, we do not expect rates to be impacted by these changes.

Covered Benefits	Network	Non-Network
Deductible (Single/Family)	\$100/\$200	\$300/\$600
Out-of-Pocket Limit (Single/Family)	\$750/\$1,500	\$1,500/\$3,000
Physician Home and Office Services (PCP/SCP) Primary Care Physician (PCP)/ Specialty Care Physician (SCP) Including Office Surgeries and allergy serum:	\$15/\$15	30%
<ul style="list-style-type: none"> • allergy injections (PCP and SCP) • allergy testing • MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, non-maternity related Ultrasounds and Pharmaceuticals 	\$5 10% 10%	30% 30% 30%
Preventive Care Services Services include but are not limited to: Routine Exams, Pelvic Exams, Pap testing, PSA tests, Immunizations ¹ , Annual diabetic eye exam, Vision and Hearing screenings		
<ul style="list-style-type: none"> • Physician Home and Office Visits (PCP/SCP) • Other Outpatient Services @ Hospital/Alternative Care Facility 	No copayment/coinsurance No copayment/coinsurance	30% 30%
Emergency and Urgent Care		
<ul style="list-style-type: none"> • Emergency Room Services @ Hospital (facility/other covered services) (copayment waived if admitted) • Urgent Care Center Services • MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, non-maternity related Ultrasounds and Pharmaceuticals • Allergy injections • Allergy testing 	\$75 \$35 10% \$5 10%	\$75 30% 30% 30% 30%

Your Summary of Benefits



Covered Benefits	Network	Non-Network
<p>Inpatient and Outpatient Professional Services Include but are not limited to:</p> <ul style="list-style-type: none"> o Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams 	10%	30%
<p>Inpatient Facility Services Unlimited days except for:</p> <ul style="list-style-type: none"> o 60 days Network/Non-Network combined for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis) o 90 days Network/Non-Network combined for skilled nursing facility 	10%	30%
<p>Outpatient Surgery Hospital/Alternative Care Facility</p> <ul style="list-style-type: none"> o Surgery and administration of general anesthesia 	10%	30%
<p>Other Outpatient Services (including but not limited to):</p> <ul style="list-style-type: none"> o Non Surgical Outpatient Services for example: MRIs, C-Scans, Chemotherapy, Ultrasounds, and other diagnostic outpatient services. o Home Care Services (Network/Non-network combined) 90 visits (excludes IV Therapy) o Durable Medical Equipment and Orthotics (Network/Non-network combined) \$4,000 benefit maximum (excluding Prosthetic Devices and Limbs and Medical Supplies) o Prosthetic Devices \$4,000 limit o Prosthetic Limbs: \$10,000 limit o Physical Medicine Therapy Day Rehabilitation programs o Hospice Care o Ambulance Services 	<p>10%</p> <p>10%</p>	<p>30%</p> <p>10%</p> <p>10%</p>

Your Summary of Benefits



Covered Benefits	Network	Non-Network
Outpatient Therapy Services (Combined Network & Non-Network limits apply) <ul style="list-style-type: none"> o Physician Home and Office Visits (PCP/SCP) o Other Outpatient Services @ Hospital/Alternative Care Facility Limits apply to: <ul style="list-style-type: none"> o Physical therapy: 30 visits o Occupational therapy: 30 visits o Manipulation therapy: 12 visits o Speech therapy: 20 visits o Cardiac Rehabilitation: 36 visits o Pulmonary Rehabilitation: 20 visits 	\$15/\$15 10%	30% 30%
Accidental Dental: \$3,000 limit (Network and Non Network combined)	Copayments/Coinsurance based on setting where covered services are received	Copayments/Coinsurance based on setting where covered services are received
Behavioral Health Mental Illness and Substance Abuse² <ul style="list-style-type: none"> o Inpatient Facility Services o Inpatient Professional Services o Physician Home and Office Visits (PCP/SCP) o Other Outpatient Services. Outpatient Facility @ Hospital/Alternative Care Facility, Outpatient Professional 	10% 10% No copayment/coinsurance No copayment/coinsurance	Copayments/Coinsurance based on setting where covered services are received
Human Organ and Tissue Transplants³ <ul style="list-style-type: none"> o Acquisition and transplant procedures, harvest and storage. 	No copayment/coinsurance	50%
Prescription Drugs⁴ Network Tier structure equals 1/2/3 <ul style="list-style-type: none"> o Network Retail Pharmacies: (30-day supply) Includes diabetic test strip o Anthem Rx Direct Mail Service: (90-day supply) Includes diabetic test strip <p>Member may be responsible for additional cost when not selecting the available generic drug.</p>	\$10/\$20/\$30 \$10/\$50/\$90	50%, min \$60 ⁵ Not covered

Your Summary of Benefits



Covered Benefits	Network	Non-Network
Medicare Rx - Wrap Specialty Medications must be obtained via our Specialty Pharmacy network in order to receive network level benefits.		
Lifetime Maximum (Combined Network and Non-network)⁶	Unlimited	Unlimited

Notes:

- Flat dollar copayments are excluded from the out-of-pocket limits. Also Prescription Drug deductibles/copayments/coinsurance and Non-network Human Organ and Tissue Transplants are excluded from the out-of-pocket limits.
- Deductible(s) apply only to covered medical services listed with a percentage (%) coinsurance. However, the deductible does not apply to Emergency Room Services @ Hospital where a percentage (%) coinsurance applies to other covered services and may not apply to some Behavioral Health services where coinsurance applies
- Network and Non-network deductibles, copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
- Dependent Age: 26 or 28 to comply with State and/or Federal legislation.
- Specialist copayment is applicable to all Specialists excluding General Physicians, Internist, Pediatricians, OB/GYNs and Geriatrics or any other Network Provider as allowed by the plan.
- When allergy injections are rendered with a Physicians Home and Office Visit, only the Office Visit cost share applies.
- No copayment/coinsurance means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other Network provider as allowed by the plan.
- SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.
- Certain diabetic and asthmatic supplies have no deductible/copayment/coinsurance up to the maximum allowable amount at network pharmacies except diabetic test strips.
- Benefit period = calendar year
- Mammograms (routine and diagnostic) are subject to the PCP/OV cost share in office and outpatient facility settings.

1 These covered services are not subject to the deductible/copayment if you have a flat dollar copayment and if rendered without an office visit.

2 We encourage you to contact Our Mental Health Subcontractor to assure the use of appropriate procedures, setting and medical necessity. Refer to Schedule of Benefits for limitations. Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health parity.

3 Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.

4 If applicable, all prescription drug expenses except tier 1, (Network/Non-network, Retail/Mail-service combined) apply to the per individual deductible. Once the deductible is met, the appropriate copayment applies. Also if applicable, the Prescription Drug out of pocket maximum applies to Network Retail and Mail-Service combined.

5 Rx non-network diabetic/asthmatic supplies not covered except diabetic test strips.

6 Prescription Drugs do not accumulate toward the Medical Lifetime Maximum. However, once the Medical Lifetime Maximum is met, no additional Prescription Drug claims will be paid.

Precertification:

Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help avoid any unnecessary reduction in benefits for non-covered or non-medically necessary services.

Pre-existing Exclusion Period:

We will not provide benefits for services, supplies or charges for any pre-existing condition for the time period specified below (subject to HIPAA portability requirements):
12 months after the member's enrollment date

A pre-existing condition is a condition (mental or physical) which was present and for which medical advice, diagnosis, care or treatment was recommended or received within the 6-month period ending on the member's enrollment date. Pregnancy and domestic violence are not considered a pre-existing condition. Genetic information may not be used as a condition in the absence of a diagnosis.

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

Your Summary of Benefits



By signing this Summary of Benefits, I agree to the benefits for the product selected as of the effective date indicated.

Authorized group signature (if applicable)	Date
Underwriting signature (if applicable)	Date