



# AGREEMENT

BETWEEN

**THE BOARD OF EDUCATION  
OF THE  
CLEVELAND METROPOLITAN  
SCHOOL DISTRICT**

AND



**TEAMSTERS**

**TRUCK DRIVERS UNION, LOCAL 407**

*International Brotherhood of Teamsters*

Effective July 1, 2010 through June 30, 2013



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## **AGREEMENT**

This Agreement, entered into this \_\_\_\_ day of \_\_\_\_\_, 2010 between the Board of Education of the Cleveland Metropolitan School District (hereinafter referred to as the "District") and Truck Drivers Union, Local No. 407, affiliated with the International Brotherhood of Teamsters (hereinafter referred to as "Union").

### **ARTICLE I** **RECOGNITION**

**Section 1.1.** The District recognizes and acknowledges that Truck Drivers Union, Local 407, affiliated with the International Brotherhood of Teamsters, is the exclusive representative of all school bus drivers, and school bus attendants, for the purpose of collective bargaining subsequent to the election conducted on March 21, 1985 (Case No. 84-RC-04-0076) and certified on April 7, 1985 by the State Employment Relations Board.

### **ARTICLE II** **UNION MEMBERSHIP DUES CHECKOFF AND FAIR SHARE**

**Section 2.1. Union Membership.** Subject to the provisions in Sections 2.3 and 2.4, all employees covered by this Agreement, who are members of the Union on the effective date of this Agreement, may remain members in good standing, and those who are not members on that date may become and remain members in good standing; all employees hired after the effective date of this Agreement may become and remain members in good standing. A member in good standing is defined as an employee who tenders the periodic dues uniformly required as a condition of acquiring and maintaining membership in the Union.

**Section 2.2. New Hires.** The District will notify the Union of all new hires within ten (10) days after their having been accepted. The Union shall be furnished with the new employee's name, social security number, mailing address and the position for which he/she was hired.

**Section 2.3. Dues Checkoff.** An employee who is a member of the Union or who has applied for membership, shall sign and deliver to the District an original assignment in the form to be prescribed by the Union authorizing deduction of membership dues in the Union. Such authorization shall continue in effect from year to year unless revoked or changed in writing. Pursuant to each authorization, the District shall deduct such dues from the salary check of said employee each month. The amounts deducted in any month shall be paid by the fifteenth (15th) of the following month.

**Section 2.4. Fair Share Provision.** It is agreed that all employees who do not join the Union or remain members in good standing shall be required to pay a fair share fee to the Union as a condition of employment. This provision shall not require any employee to become a member of the Union, nor shall the fair share

fee exceed dues paid by members of the Union in the same bargaining unit. The deduction of a fair share fee by the District from the payroll check of the employee and its payment to the Union is automatic and does not require the written authorization of the employee.

**Section 2.5. Bona Fide Religious Exemption.** All non-members have all rights and privileges in accordance with Ohio Revised Code 4117.09(c) pertaining to bona fide religious exemption.

**Section 2.6. Rebate Procedure.** The Union represents to the District that:

1) An internal advanced fee reduction procedure has been established in accordance with Section 4117.09(C) of the Revised Code;

2) A procedure for challenging the amount of the fair share fee has been established and will be given to each bargaining unit employee who does not join the Union; and

3) Such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitution of the United States and the State of Ohio.

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

### **ARTICLE III** **SCOPE OF REPRESENTATION**

**Section 3.1.** The scope of representation shall be limited to matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification or deletion of existing provisions. Nothing herein may be construed to limit the right of the District to consult with the Union on any matter outside the scope of representation, to the extent that any agreement arrived at, through consultation, is reduced to writing and embodied in this agreement or any addendum to this agreement, the provision shall be binding on both parties. This Article shall in no way restrict the management rights provision contained in Article VI of this Agreement.

### **ARTICLE IV** **PROCEDURES FOR CONDUCTING NEGOTIATIONS**

**Section 4.1. Negotiating Teams.** The District or the designated representatives of the District, will meet with representatives designated by the Union for the purpose of discussing and reaching Agreement. All negotiations shall be conducted exclusively between said teams. The District's negotiating team and the Union's negotiating team will be limited to a reasonable member limit. Local 407's

negotiating team will consist of six (6) individuals, not more than two (2) individuals assigned to any one depot. Although Local 407 members shall be released from work if negotiations conflict with members' scheduled work, Local 407 shall pay the wages of Local 407 members during such negotiation sessions. 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 District, the negotiating teams will have the authority to make proposals, consider proposals and determine items acceptable to both parties involved in negotiations.

**Section 4.2. Confidentiality.** During negotiations, interim reports may be made to the Union by its representative and to the District by its representative. Each party will be responsible for requesting that the information from such reports be regarded as only proposals and shall be confidential information with the organization concerned. All negotiations shall be confidential.

**Section 4.3 Negotiations in Accordance with Law.** All negotiations shall be conducted in accordance with the provisions set forth in the Ohio Collective Bargaining Law, Ohio Revised Code, Section 4117.

**Section 4.4 Request to Commence Negotiations.** Within ninety (90) days of expiration of this Agreement, either party may advise the other that they wish to commence negotiations for an amended Agreement. If no request is received from either party, the Agreement shall continue in effect from year to year.

### **ARTICLE V** **NO DISCRIMINATION**

**Section 5.1. Discrimination Prohibited.** No employee in the bargaining unit shall be appointed, reduced, removed or in any way favored or discriminated against because of their political opinions or affiliations, or because of race, national origin, religion or marital status and, to the extent prohibited by law, no person shall be discriminated against because of age, sex or physical handicap.

**Section 5.2. No Discrimination on Account of Union Activity.** Neither the District nor Union shall interfere with, intimidate, restrain, coerce or discriminate against employees because of membership status or the exercise of rights to engage or not to engage in Union activity.

### **ARTICLE VI** **MANAGEMENT RIGHTS**

**Section 6.1.** Except as specifically limited herein, the District shall have the sole and exclusive right to control all functions, operations and set all policies regarding the Cleveland schools, including, but not limited to, the sole and exclusive right to:

a) Determine matters of inherent managerial policy in the best interests of children, which include, but are not limited to, areas of discretion or policy such

as the functions and programs of the public employer, standards- of service, its overall budget, utilization of technology, and organizational structure;

- b) Direct, supervise, evaluate or hire employees;
- c) Maintain and improve the efficiency and effectiveness of governmental operations;
- d) Determine the overall methods, process, means or personnel by which governmental operations are to be conducted;
- e) Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees subject to the provisions of the existing contract;
- f) Determine the adequacy of the work force;
- g) Determine the overall mission of the employer as a unit of government;
- h) effectively manage the work force;
- i) Take actions to carry out the mission of the public employer as a governmental unit; and,
- j.) The District agrees for the term of this agreement, not to expand subcontracting beyond that presently in place in a manner that would result in job loss by the bargaining unit members. No driver vacancy as a result of resignation, retirement, etc. will be filled by subcontracting; it is understood that the District has the right to continue subcontracting presently in place (i.e. the use of private cabs and RTA to provide student transportation).

## ARTICLE VII EMPLOYEE RIGHTS

### Section 7.1. Personnel Files.

(A) The personnel files of each employee shall be maintained at the District's Central Administration office or at the employee's work site. Any file kept by the supervisor of any employee shall not contain any material that is not in the main personnel files.

(B) Employees shall be provided with copies of any derogatory written material within ten (10) days of when it is placed in the employee's personnel files. Any person who places written materials or drafts written material for placement in an employee's file shall sign and date the material. The employee shall be given an opportunity to initial and date the material, to prepare a written response to such material, and to have such written response placed in the employee's personnel file. Any employee may file a grievance to remove derogatory material unjustly contained in their file.

(C) Any employee shall have the right during their off duty time, but within regular office hours, to examine and/or obtain copies of any material from their personnel file with the exception of material that includes ratings, reports or records, which were obtained prior to the employment of the employee involved. Employees shall be permitted to inspect their files within five (5) days of the request. Employees are not permitted to add or take documents from the file, or alter in any way, documents in the file.

(D) All personnel files shall be kept in confidence and shall be available for inspection to authorized personnel of the District when actually necessary in the proper administration of the District's affairs or the supervision of the employee. However, personnel files may be made available upon proper request to the extent required by law. A violation of this provision may subject the violator to disciplinary action.

(E) Bargaining unit members will not be requested to file information into employee personnel files.

Section 7.2. Personnel Evaluations. Bus Drivers and Attendants will be evaluated at least two times per year. No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator. Nothing shall be placed in the employee's record, which is not substantiated. Any negative evaluation may include specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations made. The employee shall have the right to review and respond to any derogatory evaluation in accordance with Paragraph (B) above.

Section 7.3. When an employee is provided or shown a copy of any derogatory material in his/her file, or warnings, reprimands or other documents are shown to the employee, the employee shall acknowledge such receipt or opportunity for review by affixing their signature where indicated on the form as requested by the supervisor. Such acknowledgment is for the sole purpose of demonstrating receipt or opportunity for review and shall not constitute agreement on the part of the employee with respect to the contents of the document.

## ARTICLE VIII UNION RIGHTS

### Section 8.1. Access to Work Areas Bulletin Boards and District-owned Facilities.

(A) Authorized agents of the Union shall have access to work areas for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being followed. From time to time, Union members, limited to a reasonable amount, with prior District approval, shall be released with no loss of time to participate in related matters of the District and the Union as in the past.

(B) The District agrees to provide suitable space for the Union bulletin board in each depot or place of work. Postings by the Union on such boards are to be confined to official business of the Union.

(C) Members of the bargaining unit have the right to use District-owned facilities, equipment and buildings without charge except when such charge is required because of labor agreements.

(D) The Union has the right to make recommendations concerning the construction of any permanent facilities.

(E) Union members elected or appointed to serve as part-time Union officials will be considered spare drivers or attendants. If the part-time Union official does not have enough seniority to bid as a spare, he/she shall be considered the most junior spare. Union members elected or appointed to serve as full time Union officials shall be granted leaves of absence during the period of such Union employment, without discrimination or loss of seniority rights. The District will make arrangements with the Union for drivers who are elected or appointed to serve as full time Union officials to maintain their driving certifications so long as said arrangements are in accordance with the law.

**Section 8.2. Union Rights to Information.**

(A) The District will supply the Union with a "Hire Date" and seniority roster of all bargaining unit employees on the effective date of this Agreement and every six (6) months thereafter. The roster shall indicate the employee's present classification and primary job site. The District will notify the Union by letter of the newly hired bargaining unit employees in accordance with Section 2.2 of this Agreement.

(B) The District shall make available to the Union the Board agenda at each Board meeting open to the public and allow a Union representative to attend such meetings.

**Section 8.3. Orientation Sessions.** The District will provide the Union the opportunity to make a presentation on this Agreement for bargaining unit employees as part of the District's pre-school orientation meetings. If additional employee orientation sessions are held for new employees, the Union will be given an opportunity to make a presentation for the newly hired employees provided it does not interfere with the services or operations of the District.

**Section 8.4. Printing of Contract.** The Union shall assume exclusive responsibility for printing the contract. After execution of the contract, the District and the Union will share the cost of printing the contract on an equal basis. The Union shall assume sole responsibility to provide without charge a copy of this Agreement in booklet form to every employee in the bargaining unit.

**ARTICLE IX**  
**STEWARDS**

**Section 9.1. Stewards' Duties.** The District recognizes the right of the Union to designate depot stewards and alternates from the District seniority list. The authority of depot stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

(A) The investigation and presentation of grievances with designated District representatives in accordance with the provisions of the collective bargaining agreement. Upon obtaining written releases from bargaining unit employees, stewards will be permitted to have access to the employee's medical file for the purpose of investigating and presenting a grievance. A separate release must be obtained for each occasion. A copy of the release is attached as Appendix A to this Agreement.

(B) Stewards will be permitted to have access to employees' personnel files, payroll records, and any public information needed for the purpose of investigating and presenting grievances.

(C) The transmission of such messages and information, which shall originate with and are authorized by the Union or its officers.

**Section 9.2. Release Time.** On an as-needed basis, release time shall be granted by the District to Union Stewards (up to two (2) at each Depot) to conduct Union business and hearings. In no event shall release time exceed ten (10) hours per week for each Steward at each Depot. The District shall pay for such release time for two (2) Stewards at each Depot. Release time shall be defined as non-driving time, unless pre-approved by the Director of Transportation. Only release time will be granted for union activity and it will not be unreasonably withheld. On the rare occasion when it is impossible to allow release time, makeup time will be agreed to in cooperative discussions between the Vice President of Local 407 and the Director of Transportation. If the Steward is a spare, he/she will have the option of being the last spare sent on a route. If the Steward is not a spare, then the above option will not apply. Time spent as a Union Steward shall not be included in the total hours worked for purposes of computing overtime. Release time for Stewards will not be granted if it disrupts normal operations or the Stewards' own route schedules.

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

**ARTICLE X**  
**BARGAINING UNIT WORK**

**Section 10.1. Bargaining Unit Work.** Bargaining unit work shall consist of:

(A) All driving of school buses which are owned and/or operated for the District, for the transportation of students, except that which by past conduct of the District has not been performed by members of the bargaining unit.

(B) All general interior cleaning of buses during dimmer months (excluding mechanical interior cleaning) and emergency spot cleaning traditionally done by other employees. Moreover, it is the daily responsibility of each driver to sweep and maintain in clean condition the bus that they have been assigned to drive during the school year.

(C) All exterior cleaning of buses, which is not done by outside contractors or students hired for summer work.

(D) The District will enforce Section 10.1 of the Agreement in a good faith, consistent and non-discriminatory manner. The District will not enforce Section 10.1 in a bad faith or discriminatory manner.

**Section 10.2. Rights of Bargaining Unit Upon Change in the School District.**

Any annexation, merger or change of school district boundaries or organization shall not affect the right of individual bargaining unit employees under this Agreement, nor alter the exclusive representation standing of the Union. This Agreement shall be binding upon any new governing board resulting therefrom, which employs employees currently a part of the bargaining unit during the term of this Agreement. Any and all new groups shall go to the bottom of the seniority list.

## ARTICLE XI LABOR-MANAGEMENT COMMITTEE

**Section 11.1.** In an effort to solve problems before they become formal grievances, the District agrees to establish a Labor-Management Committee consisting of representatives of both the Union and the District. Its main functions shall be to: confer on all matters of mutual concern, including health, safety, sanitation and working conditions; keep both parties to this contract informed of changes and developments caused by conditions other than those covered by this contract; and confer over potential problems in an effort to keep such matters from becoming major in scope. However, the meetings shall not consist of disputes, which are subject to the grievance procedure. Before any meeting is scheduled, a written agenda containing a description of the topics to be discussed shall be submitted by the party requesting the meeting to the other members of the Labor Management Committee at least five (5) days before the meeting. The Local representatives shall be no more than four (4) from the Union, including the Local President or their designee. The District representatives shall be no more than four (4) in number. By mutual agreement, additional Union members or District members may be allowed to attend. Any member of the Labor-Management Committee can request a meeting of the labor management committee, but not more often than once a month unless mutually agreed upon by the Director of Transportation and the Union President. The refusal of the Union to meet at any meeting called by the District within five (5) work days of the call, shall constitute a waiver by the Union of the right to confer over matters for which the meeting was called.

## ARTICLE XII GRIEVANCE PROCEDURE

**Section 12.1. Grievance.** A grievance is any matter concerning the interpretation, application or alleged violation of this Agreement. Grievances shall be resolved in the following manner:

### Section 12.2. Procedure.

#### STEP ONE:

(A) An aggrieved employee and/or Union representative shall inform the Director of Transportation of the grievance in writing on a form mutually agreed upon expressly identifying the Article and Section of the Agreement believed to be breached. A grievance must be commenced at Step One no later than ten (10) work days after the events giving rise to the grievance. Upon presentation of the grievance, the parties will establish a date for the hearing to be held, within ten (10) working days of the presentation of the grievance. This may be extended five (5) days by mutual agreement of the parties. During this period, the parties may try to informally resolve the grievance.

(B) The hearing with the Director of Transportation concerning the written grievance shall take place within ten (10) working days after lodging the grievance unless the time is mutually extended in writing.

The hearing with the Director of Transportation shall be held in the following manner:

- (1) The Union Business Agent and Union Steward along with the employee. At this hearing, the employee's supervisor will be present if requested by either party.
- (2) All facts, evidence or any information regarding the grievance, providing it was available or should have been available shall be presented at this discussion.
- (3) If the grievance is not resolved at this level, no other facts or evidence may be presented at the next levels, including arbitration, if such facts or evidence were known or should have been known at the time of the Step One meeting.

(C) Within ten (10) working days after the hearing is held in Step One (B), the Director of Transportation shall state his/her decision in writing, together with the supporting reasons and shall furnish one copy to the employee lodging the grievance, and one copy to the Union Business Agent/ Steward. The answer shall clearly identify that answer as a Step One answer. In cases involving a suspension or discharge, the grievance shall be filed at Step Two.

#### STEP TWO:

If the matter is not resolved satisfactorily at Step One, then a written appeal with all documentation shall be filed by the Union with Deputy Chief of Human Resources or his/her designee within ten (10) work days of the date the Step One answer is received by the Grievant. The Union shall provide a copy to the Director of Transportation. A hearing shall be held between the Deputy Chief of Human Resources or his/her designee and a representative of the Union within fifteen (15) work days. The Grievant shall have the option to meet with the Deputy Chief of Human Resources or his/her designee at Step Two. The Grievant shall be present as an observer only. If the Grievant does not exercise his/her option to attend, the

hearing shall go forward in his/her absence. Within ten (10) work days after the hearing, the Deputy Chief of Human Resources or his/her designee shall present a written answer to the grievance to the Director of Transportation and to the Union.

### **STEP THREE:**

**Mediation.** The Union and the District, by mutual agreement, may utilize the grievance mediation process in an attempt to resolve a grievance before going to arbitration. The objective is to find a mutually satisfactory resolution of the dispute. If both sides agree, a single mediator shall be chosen by the parties. A mediator may be chosen by the parties by informal means. If the parties cannot agree, the mediator shall be selected under the procedures of the Federal Mediation and Conciliation Service (FMCS), or any other mutually agreed upon agency or individual.

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

1. Grievances which have been appealed to arbitration may be referred to mediation if both the Union and the District agree. The mediation conference with respect to a particular grievance shall be scheduled in the order in which the grievance is appealed to mediation with the exception of suspension or discharge grievances which shall have priority.

2. Promptly after both parties have agreed to mediate, either party, by mutual agreement, shall notify FMCS or any other mutually agreed upon agency or individual, and mutually agreeable arrangements shall be made for the conference.

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

1. The grievant is entitled to attend the mediation.

2. The parties must waive any time limits in their labor agreement while the grievance mediation step is being utilized.

3. The grievance mediation process is informal and the rules of evidence do not apply. No record, stenographic or tape recordings of the meetings will be made.

4. The mediator's notes are confidential and will be destroyed at the conclusion of the grievance mediation meeting. FMCS is a neutral agency created to mediate disputes and maintains a policy of declining to testify for any party, either in court proceedings or before government regulatory authorities.

5. The mediator will use problem solving skills to assist the parties, including joint and separate caucuses.

6. The mediator has not authority to compel a resolution.

7. If the parties cannot resolve the problem, the mediator may provide the parties in joint or separate session with an oral advisory opinion.

8. If the parties cannot resolve the grievance, they may proceed to arbitration according to the procedures in this Agreement.

9. Nothing said by the parties during a grievance mediation, nor any documents prepared for a mediation session can be used during arbitration proceedings.

10. The parties must agree to hold FMCS and FMCS mediators harmless for any claim or damages arising from the mediation process.

### **11. THE PARTIES MUST AGREE TO THESE PROCEDURES AND GUIDELINES.**

#### **STEP FOUR:**

(A) If the matter is not resolved at Step Two, the Union shall have the right within thirty (30) work days of the date the Step Two answer is received by the Grievant to submit the matter to arbitration by informing the District that the matter is to be arbitrated. The fees and expenses of the arbitrator and the cost of the arbitration shall be borne equally by the District and the Union. The Union shall pay for its arbitration witnesses.

(B) The arbitrator shall render a written decision and award resolving the controversy and ordering all appropriate relief. The decision and award of the arbitrator shall be final and binding on the District, the Union, and the employees' affected. The arbitrator is prohibited from making any decision or award adding to or subtracting from or modifying in any way the provisions of this Agreement or which is contrary to law.

(C) The arbitration hearing shall be held and the award shall be made in Cuyahoga County, Ohio.

(D) An arbitrator will be selected from the FMCS in accordance with the voluntary labor arbitration rules.

**Section 12.3. Time Limits.** Time limits, specified in this procedure may be extended by written mutual agreement of the parties. The failure of the District to comply with any time limit within 10 days, providing all facts, information or other documentation were available or should have been available, will result in the automatic dismissal of any grievance action by the District. Similarly, failure of the Union to comply with any time limits within 10 days will result in the automatic dismissal of the grievance/action. The District will cooperate fully with the Union to find methods to expedite the grievance procedure to the maximum extent practicable.

**Section 12.4. Civil Service Superseded.** This provision supersedes and pre-empt any Civil Service procedures and the parties agree that Civil Service shall have no jurisdiction over any grievance.

## **ARTICLE XIII** **DISCIPLINE**

**Section 13.1. Discipline.** For reasons including, but not limited to, intoxication, narcotics, criminal offenses, license suspensions, attendance, tardiness, ab

sence without leave, neglect of duty, dishonesty, or accidents, an employee may be disciplined up to and including termination.

Employees will receive written notice of violations within ten (10) work days of the violation, or the violation will be dismissed, unless:

- 4) The violation involves an accident and a letter of investigation has been issued within ten (10) days of the accident to the Business Agent;
- 5) The determination of the violation is pending an investigation by either an agency outside of the District or the District and the employee is kept in pay status until receiving notice of the violation; or
- 6) The facts relating to the violation were not known or reasonably should not have been known by the District.
- 7) An employee shall not remain on in-house suspension for more than ten (10) work days without receiving written notice of the alleged conduct giving rise to the suspension.
- 8) Written notice of violation to the Business Agent must be postmarked no later than ten (10) days following the Employer's knowledge of the violation, except in those cases where a letter of investigation was issued within such ten (10) day period for an accident. Letters of investigation shall be valid for forty (40) calendar days from the date of the accident.

Drivers and attendants serving in-house suspension assignment will work the hours of his/ her bidded time package.

For purposes of suspension or discharge, a hearing shall be held with a Union representative and a District representative, Union Business Representative, Steward and the person being charged with the violation prior to being taken out of pay status. Hearings shall be held only after written notice to the Union and the member, including all supporting documentation setting forth the violation; unless mutually agreed, the hearing must be held within five (5) working days and not later than ten (10) working days, after the Union Steward and member sign and/or receive the charge and documentation. However, if the employee's offense concerns serious accidents, intoxication, narcotics, license suspensions, serious criminal offenses or fighting while on duty, suspension or discharge can be immediate, with the employee being taken out of pay status.

**Section 13.2. Time Clocks.** Failure to punch in or out can result in discipline.

**Section 13.3. Warning Notices.** Any warning notice provided for absence and tardiness only, shall only remain in effect for a twelve (12) month period. However, this provision shall not apply for purposes of arbitration of discharge and discipline based on absence or tardiness occurring within five (5) years of the discharge or discipline.

## **ARTICLE XIV** **POINTS ON THE DRIVER'S LICENSE**

**Section 14.1.** Any driver accumulating in excess of six (6) points on their license during any two consecutive years shall be discharged. Any driver accumulating points while driving for the District shall be subject to the following disciplinary measures:

- 1) Any driver who accumulates two (2) points during any two consecutive years shall receive a verbal warning.
- 2) Any driver who accumulates four (4) points during any two consecutive years shall receive a written warning.
- 3) Any driver accumulating 5 to 6 points during any two consecutive years shall be suspended for five (5) days and receive mandatory retrains during the suspension.

Points due exclusively to snow or ice conditions shall not be considered for disciplinary purposes unless the points are determined to be preventable. Points which are determined to be the result of faulty equipment while driving for the District shall not be counted for purposes of this work rule. Employees will be notified of any changes in the law affecting driver's licenses.

### **Section 14.2. Accidents.**

(A) A serious chargeable accident may result in disciplinary action up to and including suspension, discharge or reclassification to an available Attendant position. A serious chargeable accident is defined as any accident, which results in death, personal injury, and/or property damage of ten thousand dollars (\$10,000.00) or more.

(B) Discipline for all other chargeable accidents shall be as follows: In any two (2) year period:

- 1) The first chargeable accident up to \$2500 will be a written warning.
- 2) The first chargeable accident in excess of \$2500 will result in a three (3) day suspension without pay and retraining.
- 3) The second chargeable accident up to \$2500 will result in a three (3) day suspension without pay and mining.
- 4) The second chargeable accident in excess of \$2500 will result in a five (5) day suspension without pay and retraining.
- 5) The third chargeable accident of any amount will result in either termination or reclassification to an available Attendant position, determination to be made on a case-by-case basis.

(C) Accidents arising exclusively due to snow or ice conditions shall not be considered for disciplinary purposes unless the accident is determined to be preventable.

(D) The District and the Union shall maintain a Standing Accident Review Committee composed of two members appointed by the District and two employees appointed by the Union that will allow drivers to appeal any accidents deemed preventable by the District, which the employee believes were not preventable. Committee members must be willing to undergo appropriate accident investiga

tion training. In determining preventability, the Accident Review Committee will consider circumstances and conditions and may utilize outside professionals to help in making this determination. In the event a consensus cannot be reached, the Director of Transportation retains the right to determine preventability. Any such determination is subject to the grievance procedure.

## ARTICLE XV

### EMPLOYEE DISCLOSURE REQUIREMENTS

**Section 15.1. Disclosure of Accidents and Traffic Violations.** Drivers are required to report all citations for moving traffic violations and any changes in the status of their C.D.L. monthly. All six (6) point violations must be reported at the beginning of the employee's next scheduled workday after the alleged violation occurred. License suspensions must be reported as soon as the employee knows or should have known that his/her license has been suspended. Any such disciplinary action taken by the District must be in accordance with Article XIII.

**Section 15.2. Disclosure of Criminal Violations.** Any employee who pleads guilty to or is convicted of any felony, any violation of Section 2907.04 (Corruption of a Minor), or Section 2907.06 (Sexual Imposition), or Division A or Division C of Section 2907.07 (importuning) of the Revised Code, or any violation enumerated in any applicable provision of Chapter 3319 of the Revised Code, or any offense of violence, theft offense or drug abuse offense that is not a minor misdemeanor, or any substantively comparable ordinance of a municipal corporation shall be required to disclose such conviction to the Director of Transportation. Failure to do so can result in disciplinary action up to and including termination. Convictions of a crime are not an automatic bar to employment or continued employment, but the District has the absolute right, on a case-by-case basis, to terminate employees convicted of felonies in the future.

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

**Section 15.3. Disclosure on Employment Application.** Pursuant to the Management Rights clause, the District reserves the right to take appropriate disciplinary action with regard to employees who fail to truthfully and completely fill out their employment application.

**Section 15.4. Disclosure of Arrest Warrants.** Employees knowledgeable of outstanding arrest warrants must notify the Director of Transportation or his/her designee of the warrant and resolve the warrant as expeditiously as possible. An employee may use a vacation day or a restricted special privilege leave day to

resolve the warrant; otherwise, an employee arrested on a warrant will not be allowed to return to pay status until submission of documentation that the warrant has been resolved.

**Section 15.5. Pre-Employment Criminal Background Investigation.** Pursuant to Section 3319.39 of the Ohio Revised Code, the employment of any employee is conditional until a criminal records check has been completed and reveals that the employee has not been convicted of any of the crimes listed in that statute.

**Section 15.6.** Provided: This Section shall not apply to employees hired by the District prior to October 29, 1993.

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

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

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

## ARTICLE XVI

### EQUIPMENT AND SAFETY

**Section 16.1. Safe Buses.** The District and the Union agree that no vehicle shall be dispatched nor shall a driver be required to transport school children when the vehicle is unsafe for driving. If a driver believes that a bus is unsafe, she shall immediately report the unsafe condition to her/his immediate supervisor. The immediate supervisor will then take steps to insure that the vehicle is in safe working condition prior to being dispatched. The final decision as to whether a bus is safe for driving shall remain the responsibility of the supervisor. When requested by the driver, verbal or written verification will be supplied that the bus is safe to drive. A bus which is deemed unsafe will be appropriately identified. No employee shall be in any way discriminated against for reporting any unsafe condition.

**Section 16.2. Pre-trip Inspections.** The job of pre-trip inspections under the hood shall be posted at each depot for an in-house bid after the regular bids. The most senior available driver signing for the position shall receive the position and the hours will become that driver's new bid time package.

## ARTICLE XVII SENIORITY

**Section 17.1. Seniority Defined.** To the extent permitted bylaw and unless otherwise stated in this Agreement, and consistent with the responsibility of the District to provide appropriate services of good quality, the principle of seniority as hereinafter defined shall prevail.

(A) System seniority shall be defined as the length of continuous employment by an employee with the District as computed from the employee's most recent date of hire.

(B) Job classification seniority shall be defined as the length of continuous employment by an employee in a particular job classification, that is, Attendant, Driver Trainee, Spare Driver, Professional Driver, Lead Driver II and Lead Driver I, as computed from the employee's most recent date of entry into such job classification.

**Section 17.2. Seniority Lists.** There shall be posted at each depot the following seniority lists of the bargaining unit:

- 1) job classification: system-wide
- 2) job classification: by depot
- 3) Spare Drivers system-wide
- 4) Spare Drivers by depot

**Section 17.3. Seniority for Drivers and Attendants Hired in Mass.** Drivers and Attendants hired in mass, having the same date of hire, shall be placed on the seniority list using the following criteria in order:

- 1) date of hire
- 2) date of system seniority
- 3) date of application
- 4) time of application

**Section 17.4. Job Classifications and Order of Progression.** There are six (6) job classifications in the transportation department: Attendant, Driver Trainee, Spare Driver, Professional Driver, Lead Driver II and Lead Driver I.

(A) **Attendant.** An attendant is an employee who assists the driver in providing transportation services to handicapped students. Any existing school bus attendant who, pursuant to the policy of the District, obtains a school bus driver certificate and is accepted as a regular school bus driver shall be placed at the bottom of the Spare Driver seniority list.

(1) Lead Attendants.

For the purpose of summer work only, the District shall designate no more than three (3) attendants as Lead Attendants based on seniority. These positions are dependent solely upon the existence of summer school. Where summer school work is available based upon a District determination of such availability, the District may employ up to three (3) Lead Attendants.

Lead Attendants shall continue to be classified as ten-month employees and shall be guaranteed eight (8) hours per day during summer school only. Should summer school not be available, three (3) summer bus cleaning positions shall be available for bid by Lead Attendants.

(B) **Driver.** The order of progression for drivers is Driver Trainee to Spare Driver to Professional Driver to Lead Driver II to Lead Driver I.

(1) **Driver Trainee.** Driver Trainees are those individuals who are hired by the District for the purpose of becoming bus drivers. Employees in this category shall be trained to effectively drive a bus, and shall be expected to learn the rules and regulations of the system regarding drivers. Such employees shall, upon successful completion of training, by appointment be added to the spare driver list. Driver Trainees shall not transport students except in cases of emergency. Upon successful completion of training, such employees shall be added to the intern driver list by appointment. All training must be completed no later than forty-five (45) calendar days after the completion of all required classroom time.

(2) **Spare Drivers.** The Spare Driver position is the position formerly referred to as substitute driver, intern driver and non-bidded spare driver.

(3) **Professional Driver.** A professional driver is one who works for the school year only.

(4) **Lead Driver I.** A Lead Driver I is one who works twelve (12) months a year, eight (8) hours a day.

a) Lead Drivers shall have the option to decline summer work.

b) Lead Drivers who decline summer work will receive vacation credits based on 12 months of employment.

(5) **Lead Driver II.** A Lead Driver II is one who works ten (10) months a year, eight (8) hours a day.

(6) If a driver is medically disqualified from driving under state law or is receiving temporary total disability compensation benefits under Ohio workers compensation law, s/he can fill a vacant attendant position, if capable and qualified, before hiring any person outside the system. If there is no vacant position, the driver will be laid off and then recalled by seniority to fill a vacant position, if capable and qualified. Such drivers shall go to the bottom of the attendant seniority list, provided there is a vacancy. Whence-qualified, the driver may return to his/her original driver seniority date/slot.

(C) **Administrative Driver, Field Support Driver and Driver Trainer Positions.** If filled by the District, the positions of Administrative Driver, Field Support Driver and Driver Trainer shall be filled with Local 407 bargaining unit members employed by the District as school bus drivers or bus attendants. All Administrative Driver, Field Support Driver, and Driver Trainer positions shall be considered "spare drivers." Further, the positions shall be filled on the basis of qualifications, as set forth and posted by the District, experience and seniority.

In the event of a vacancy in the three positions listed above, such vacancy shall be posted for bid. The Joint Evaluation Committee, identified in Article XVIII, Section 18.6(D), shall rank the drivers that bid for the vacant positions after fairly applying each of the above-listed criteria. Qualifications may also be assessed through a written test developed and given by the District. To the extent that bidding drivers and or attendants possess relatively equal qualifications and experience, seniority shall govern the selection. If the Joint Evaluation Committee cannot agree to the selection of a bidding driver, the Director of Transportation and the President of Local 407 may resolve the deadlock by making the selection after fairly applying the criteria set forth above.

It is understood that acceptance of one of the above mentioned positions will still involve driving duties, from time to time. Along with the additional responsibility of this position comes the obligation to abide by the collective bargaining agreement and the commitment from the employee selected that he/she shall not abuse this responsibility. Any employee selected for this position who, after investigation and an opportunity to present a response to the allegations, is found by the District to have abused his/her responsibility shall be removed from this position. No employee shall be removed from this position of misconduct except upon written allegations of a contract violation or work rules that have been verified as true by the Director of Transportation and a Business Agent. After verification of a violation, the employee shall be removed from the position and shall become a displaced driver until a new or vacated route becomes available.

If a member feels their rights were violated they must put this violation in writing with any and all supporting paperwork, and/or names of witnesses supporting the allegation(s). A copy of this letter is to be given to a supervisor, a union steward and the Business Agent. A meeting shall be held within five (5) days of the dated complaint. If the violation is sustained the aggrieved Local 407 member shall be reinstated to the position within five (5) days of the meeting.

#### **Section 17.5. Probationary Period.**

(A) There shall be a probationary period for Drivers and Attendants of sixty (60) work days. An Attendant's probationary period begins upon employment by the District. A Driver's probationary period shall commence after the Driver receives a commercial drivers' license and shall include all subsequent work days in Driver Trainee and/or spare driver status. If the employee's probationary period extends beyond the end of the school year and the employee is not scheduled to work during the summer, the summer will not count toward the employee's probationary period. The probationary period will resume when the employee begins works in the fall. During such time, a new employee shall have no seniority rights except for placement on the spare driver seniority list and his/her qualification to do the work required, or his/her discharge or layoff for any reason, shall not be subject to the grievance or arbitration procedure set forth in this Agreement. Employees retained beyond this probationary period shall have their system seniority

computed as of their date of hire and their job classification seniority computed as of their latest date of entry into the job classification. During the probationary period, each employee will be evaluated as to job performance and if the job performance is found to be unsatisfactory, the employee shall be so informed by their immediate supervisor. Any employee who is discharged or disciplined during the probationary period shall be notified in writing of the reason for such.

(B) Employees with system seniority who change job classifications shall not accumulate job classification seniority in their new job classification during their first ninety (90) work days of employment in such new job classification, but shall continue to retain their seniority in their former job classification during this period. Upon completion of ninety (90) work days employment in the new job classification, such employees shall acquire seniority in the new job classification, and shall no longer retain their former job classification, except as provided otherwise in the Agreement.

### **ARTICLE XVIII** **WORKSCHEDULE**

#### **Section 18.1. Lead Drivers.**

(A) 1.) **July 1, 2010 – June 30, 2012** There shall be thirty (30) Lead Driver I positions and twenty (20) Lead Driver II positions.

2.) **July 1, 2012 – June 30, 2013** There shall be fifteen (15) Lead Driver I positions and thirty five (35) Lead Driver II positions.

A Lead Driver I is one who works twelve (12) months a year, eight (8) hours a day. A Lead Driver II is one who works ten (10) months a year, eight (8) hours a day. The regular work week of all lead bus drivers shall consist of five (5) consecutive days, Monday through Friday, of eight (8) hours per day and forty (40) hours per week. The above provision shall not restrict the extension of a regular work day or work week on a voluntary overtime basis when such is necessary to carry on the business of the school district.

(B) Lead Drivers must bid regular routes of eight (8) hours or more, or special routes with the highest available hours. Where there are less than fifty (50) eight (8) – hour routes available, the District will reduce the eight (8) hour requirement.

(C) If an employee does not bid to the available route as required in (B), the employee will only be paid for the number of hours for the time package bid.

(D) During non-school time or if there is no need for employees during periods when school is not in session, these employees may be used in other capacities.

**Section 18.2. a.) July 1, 2010 – June 30, 2011 Professional Drivers.** The work week for all professional drivers shall be a minimum of six (6) hours per day, Monday through Friday, for that school is in session pursuant to the school calendar. The six (6) hour period may be divided into three (3) segments/ six punches maximum.

No additional punch required if next assignment is 30 minutes or less from end of previous assignment.

**b.) July 1, 2011 – June 30, 2013 Professional Drivers.** The work week for all professional drivers shall be a minimum of five (5) hours per day, Monday through Friday, for that school is in session pursuant to the school calendar. The five (5) hour period may be divided into three (3) segments/ six punches maximum. No additional punch required if next assignment is 30 minutes or less from end of previous assignment.

**Section 18.3. Spare Drivers. July 1, 2010 – June 30, 2011** Spare drivers are lead/professional drivers who bid on or hold a spare position rather than an assigned time package. There shall be an additional ten percent (10%) of the regular workforce above the daily required routes of the six (6) hour category or in other categories as provided by management.

**Spare Drivers. July 1, 2011 – June 30, 2013** Spare drivers are lead/professional drivers who bid on or hold a spare position rather than an assigned time package. There shall be an additional ten percent (10%) of the regular workforce above the daily required routes of the five (5) hour category or in other categories as provided by management.

**Section 18.4. Lunch Period and Break Periods.** All drivers who work both an A.M. and P.M. shift, or those drivers who Work more than five (5) consecutive hours on any given day shall be entitled to an uninterrupted lunch period. The length of time for the lunch period shall be not less than thirty (30) minutes duration shall be scheduled as nearly as possible at the mid point of the work shift. Any break in the work schedules of less than thirty (30) minutes duration shall be considered paid work time. Any employee who is on the clock and has thirty (30) minutes or more break in driving in which to have lunch, shall not be entitled to an additional lunch period under this section.

**Section 18.5.** If a regular route driver or attendant notifies the depot he/she will be off work for five (5) days or more, the route will be offered by seniority to the spare drivers or attendants, upon the day of notification. The District will utilize uniform procedures and forms for notifying drivers/attendants of the available time package.

**Section 18.6. Driver Trainers.**

(A) The District shall create and maintain up to eight (8) positions called Driver Trainers. The position shall be a twelve (12) month position with a guarantee of eight (8) hours per day. The position shall be a differential position with an annual rate of \$2.00 per hour for each hour.

(B) In the first week of June in each year, any current driver who is properly qualified and/or certified to train bus drivers under state law may declare his/her intent to train or not to train for the upcoming year. All drivers making this declaration shall then be permitted to bid for the driver trainer positions that the District will be maintaining for that year. The bid will be held in June, and selections will be made by the end of June through the process described in Subsection (D)

herein.

(C) Driver Trainers are subject to the provisions of Section 17.4(C). The District will provide notice to all drivers who have previously been qualified and/or certified to train bus drivers under state law at the start of each school year as to the state requirement for maintaining such qualification/certification. The District will also provide such employees with time off to attend required classes upon request (this time will be unpaid unless vacation days are used), and will also provide those employees with the opportunity to train a driver where necessary to maintain state qualification/certification.

If the trainer is one of the top thirty (30) drivers in seniority among drivers, the trainer shall retain his/her classification of "Lead Driver I," in the event the trainer reverts to a regular driving position.

- (D) The position of Trainer shall include, but not be limited to the following:
- Training in all driving phases
  - Training and education for students
  - School and student safety projects
  - Map and route reading
  - Submission of all reports in a timely manner
  - Test giving, grading and reporting

Driver-trainers shall be permitted to perform check runs with experienced drivers, but shall not have the authority to fail an experienced driver. If the driver-trainer does not pass the experienced driver after the check run, the experienced driver shall repeat the check run with a supervisor, who shall pass or fail the driver. The Trainer shall report to the Assistant Manager responsible for Driver Training.

(E) The following criteria will be utilized in filling driver trainer positions, which have been bid:

1. expression of interest,
2. qualifications,
3. work record, and
4. seniority

The Joint Evaluation Committee shall rank the drivers that bid for driver-trainer positions after equally applying each of the above criteria. For purposes of this selection process, only drivers that possess a valid state training certification and who are otherwise qualified to train drivers under state law shall be considered qualified. Qualifications also shall be assessed through a written test developed and given by the District. To the extent that bidding drivers possess relatively equal qualifications and work record, seniority shall govern.

If the Joint Evaluation Committee cannot agree to the selection of a bidding driver as a Driver Trainer, the Director of Transportation may resolve the deadlock by

making the selection after fairly applying the criteria set forth above.

## **ARTICLE XIX** **OVERTIME**

### **Section 19.1. Overtime.**

(A) All overtime must be approved by the appropriate administrator. Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half the regular rate of pay of the employee for all work suffered or permitted. Overtime is defined to include any time worked in excess of eight (8) hours in any one day or any one shift or in excess of forty (40) hours in any calendar week. There shall be no pyramiding of premium pay.

(B) All hours worked on Saturday shall be paid at one and one-half (1- 1/2) times the regular rate of pay.

(C) All hours worked on Sunday shall be compensated at double (2) time the regular rate of pay.

**Section 19.2. Call Back Time.** Any employee called back to work after completion of his/her regular assignment shall be compensated for at least two (2) hours of work at the appropriate rate, irrespective of the actual time less than that required to be worked.

**Section 19.3. Stand-by Time.** All stand-by time shall be considered as regular hours worked and shall be compensated on a straight-time or overtime basis as are other hours worked under this Agreement.

**Section 19.4. Minimum Call-in Time.** Any employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of three (3) hours' pay at the appropriate rate of pay under this Agreement.

**Section 19.5. Right of Refusal.** Any employee shall have the right to reject any offer or request for overtime or call back, on call, or call-in time, except in emergency situations.

**Section 19.6. Transportation of Non District Students on Days When District Students Are Not In Session.** The District will establish a sign up list for employees to work on days on which the District must transport non District students on days when District students are not in session. If adequate employees fail to sign up or having signed up, fail to report to work on such days, the District has the right to require the least senior driver(s) and/or attendant(s) work those days. Employees working these days will be paid his/her regular hourly rate for all hours worked unless such time qualifies for overtime.

**Section 19.7. Change in Schedule.** Drivers and attendants will be given five (5) days notice of a change in their regular schedule provided, however, that in the event of an emergency, which does not permit such notice, the notice shall be given at the earliest possible time.

### **Section 19.8. Calamity, Epidemics, Inclement Weather 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.

(B) When the schools are closed because of a public calamity and employees who are not required to be present are paid for the day, then any employee who is required to work shall also be paid for the day and in addition will be paid straight time for all hours worked. Said hours worked will not be considered in determining any overtime calculations.

(C) For the purpose of computing the number of hours worked, all hours in pay status shall be counted as hours worked.

## **ARTICLE XX** **LAYOFF AND RECALL**

**Section 20.1.** Whenever it becomes necessary to reduce the number of employees in a job classification due to abolition of a position or lack of funds, or lack of work, employees in that classification shall be laid off in the inverse order of seniority under the following rules:

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

(B) In refilling vacancies caused by such layoffs, employees shall be recalled in the reverse order of layoffs.

(C) A person laid off under (A) above, shall have the right to bump into a job classification within the bargaining unit' on the basis of her/his bargaining unit seniority and qualifications at the time of layoff.

(D) A person on layoff shall maintain her/his recall rights for a period of five (5) years from the date of layoffs.

**Section 20.2. Procedure.** A laid off employee shall be given two (2) week notice of recall by certified mail to their address of record. It shall be the employee's responsibility to immediately notify the District of any change of address. The employee must notify the employer within five (5) business days after receipt thereof, as to whether he/she intends to report to work at the designated time. Failure to give timely notice to the employer or to report at the agreed-upon time within the designated period will result in the loss of all seniority rights and the employee will be considered terminated.

## **ARTICLE XXI** **BIDDING FOR ATTENDANTS AND DRIVERS**

**Section 21.1. Bid Eligibility.** To be eligible to bid, drivers and attendants must do the following:

(A) Sign a release form in June so that the Department of Transportation can obtain driver abstracts from the State of Ohio. Any driver who fails to sign the release form during the month of June shall be individually responsible for getting the abstract from the state. Driver abstracts will be available upon written request for the drivers.

(B) Drivers and attendants will be notified by letter no less than two (2) weeks

prior to all appointment times when to examine and bid time packages before school starts. Drivers and attendants will have the opportunity to come in one (1) hour and thirty (30) minutes before appointment time to examine time packages. There will be five (5) complete copies of all time packages available for examination. There will be an index showing each time package, number of hours, school served, bus information, depot location, starting time and other pertinent information. The chosen time packages will be examined in appropriate areas. Drivers will have an allocated ten (10) minute appointment time with a supervisor to discuss any time packages and then bid. As time packages are bid, the chosen package will be removed from the index. All bidding times will be administered by the District and the Union.

**Section 21.2. Annual Bidding.**

1. There shall be one (1) bid prior to the regular school year. All time packages shall be considered vacant and they shall be bid by job classification seniority. All routes and spare positions will be posted and available from the beginning of the bid process and remain available throughout the bid process until selected.
2. Drivers and attendants will be notified by letter no less than two (2) weeks prior to all appointment times when to examine and bid time packages before school starts. Drivers and attendants will have the opportunity to come in one (1) hour and thirty (30) minutes before appointment time to examine time packages. There will be five (5) complete copies of all time packages available for examination. There will be an index showing each time package, number of hours, school served, bus information, depot location, starting time and other pertinent information. The chosen time packages will be examined in appropriate areas. Drivers will have an allocated ten (10) minute appointment time with a supervisor to discuss any time packages and then bid. As time packages are bid, the chosen package will be removed from the index. All bidding times will be administered by the District and the Union.
3. All absentee bids must contain 2 signatures at the time bid was taken (one management and one steward) along with the recorded time and date. Absentee bids must be presented at the time of drivers/attendants scheduled bid time. The absentee bid will state the driver's and attendant's preference for the time package assignment. The Business Representative or designee must sign off on absentee bids on the day of the bid.
4. If no absentee bid is presented and the driver/attendant is not present at the designated bid time then the driver/attendant will be required to bid at the completion of the final scheduled bid. If the driver/attendant is not present and no absentee bid is presented at the scheduled bid time and the driver/attendant does not bid at the completion of the final scheduled bid, then the driver/attendant will select from any remaining routes by seniority on the first day of orientation/dry runs. Finally, if the driver/attendant fails to exercise his/her rights under this section an

available route or position will be assigned by management. All displaced drivers/attendants will be placed at the bottom of the spare list.

5. An add-on route is any route that is created after the initial time packages are posted and awarded. An add-on route will first be assigned by the Director of Transportation and the Route Review Committee to any driver with available time in their time package, but shall not, in any event, be assigned if the assignment would cause that driver to exceed his/her bid time package. If the add-on route cannot be assigned within the above-stated limit, it shall be posted for five (5) days for selection and awarded by seniority by depot to the individual whose scheduled routes will accommodate the add-on, so long as the add-on route does not cause the driver to violate any applicable DOT regulations. During the five (5) day period, if it becomes necessary to cover the posted route, it will be extra work. No employee will be permitted to sign an add-on route after the posting is removed. Union stewards at that depot shall receive copies of both the sign up and the route sheets after the route is assigned.

All middays and late runs which are not included in the annual bid are considered extra work and must be posted for five (5) days for selection and assignment by seniority, by depot. All four and five day late runs shall be added to a driver's time package.

**Section 21.3. Route Review Committee.** There will be a Route Review Committee at each depot comprised of two (2) members of management and two (2) drivers. The drivers shall be selected by the Union. For the first month of the school year, the Route Review Committee will meet on a daily basis for two purposes: (i) review any recommendations made by the Director of Transportation or his/her designee for route(s) changes; and (ii) review routes and changes in student patterns to identify ways to create more efficient routing and then making a recommendation to the Director of Transportation regarding that change. Other issues may be brought before the Committee by the Director of Transportation as necessary to maintain an efficient transportation system. The Committee would be responsible for reviewing recommendations and making recommendations. The ultimate decision as relates to the route change, adjustment, or correction shall be made by the Director of Transportation. After the first month of school, the Committee shall meet as determined by the Director of Transportation.

While the Union may file a grievance at Step Two with the Deputy Chief of Human Resources, or his/her designee, alleging that the Director of Transportation's actions are arbitrary, capricious or unreasonable, no individual driver or attendant shall have the right to challenge any decision made under this Article.

**Section 21.4. Changed, Eliminated, Vacated and New Time Packages During the School Year.**

(A) **Changed Time Packages.** This is a current time package that has had an increase or decrease in services but for which the basic work remains. In the event that a time package should be lengthened, the driver and/or attendant will remain with the lengthened package and be paid therefor. In the event that a time package should be shortened, the driver and/or attendant will remain with the shortened package but be paid for the hours bid. The District has the right to assign employees with a shortened time package to other duties.

(B) **Eliminated Time Package.** This is a complete time package for which the District no longer requires a bus. Should a time package be eliminated for any reason, the driver and/or attendant shall be assigned work consistent with paragraph 21.3(G). The driver and/or attendant will be paid for the hours bid.

(C) **Transfer Time Packages.** This is a time package that has been removed from one unit and added to another. The transferred time package will be offered to the more senior driver involved. The driver and/or attendant will be paid for the bid time package and the driver and/or attendant shall be assigned work consistent with paragraph 21.3(G).

(D) **Vacated Time Packages.** Should a time package become vacated for any reason, the available position will be filled by the most senior spare driver at the time the package becomes vacated.

(E) **New Time Packages.** If a new time package is created that cannot be accommodated in any existing time package, it shall be filled by the most senior spare driver.

(F) **Open Time Packages Due to Leave of Absence.** Any time package open due to a leave of absence will be posted for the most senior available six (6)/ five (5) hour spare driver, then displaced driver at the depot. If no spare or displaced driver accepts the route, it will be assigned from the bottom up. Upon return of the driver who was on leave of absence, s/he shall reassume her/his bid time package. For purposes of this provision, "available" means not assigned a long-term time package.

(G) When a driver and/or attendant is displaced due to elimination, transfer or not meeting the bid requirements, that employee will be placed at the bottom of the spare list until a new or vacated route becomes available. At that time, time packages will be offered by seniority and/or assigned up in accordance with this Agreement.

(H) Any substantial punch-in or punch-out time changes caused by any of the above-described categories will be offered to the affected employee. If not accepted, the employee may assist within his/her original scheduled time, not to exceed a variance of fifteen (15) minutes of their punch time schedule unless agreed to by the employee.

(I) The District will insure that staff development training is given to drivers for PEP runs.

## **ARTICLE XXII** **DISTRIBUTION OF EXTRA WORK** **AND SUMMER JOB ASSIGNMENTS**

**Section 22.1. Distribution of Extra Work During the Work Week.** For field trip and special use bus assignments during the school week, there shall be established a depot seniority list for each of the depots. Field trip assignments shall be assigned to the most senior available driver at that location so long as such an assignment does not interfere with that driver's regular work or delay travel services to children. Special use assignments shall be distributed on a depot-by-depot basis based on seniority and availability so long as such an assignment does not interfere with a driver's regular work or delay travel services to children. The District shall select the most senior available driver and post the assignment, if possible, seven (7) days prior to the extra work. If the driver selected fails to reject the assigned work within twenty-four (24) hours, it will be deemed accepted. If the driver selected cannot accept the extra work, he/she must notify the District on the form provided within twenty-four (24) hours. Upon timely notification of refusal, the District will then assign the extra work to the next most senior available driver.

All other extra work is that which is performed beyond an employee's assigned hours of work and will be assigned on a depot-by-depot basis by seniority and availability so long as such an assignment does not interfere with the driver's regular work or delay travel services to children.

In such cases where an employee does not show up to perform the assigned work, the District reserves the right to assign this work to any available employee by seniority on a depot-by-depot basis. Such an assignment constitutes a mandatory work assignment.

Bus Attendants will remain with their assigned bus with all extra work.

**Section 22.2. Distribution of Extra Work During the Weekend.** The same procedures described in paragraph (A) of this section will apply for distribution of weekend work except that employees shall be selected off a seniority list of all employees, rather than by depot.

**Section 22.3. Summer Job Assignments.** Summer work available shall be selected based on seniority.

Any work deemed to be attendants' work will be selected off the attendants' seniority list in the same manner.

No bargaining unit member working a summer assignment will be guaranteed an opportunity to work beyond his/her regular assignment (e.g. an employee selecting and working a five hour time package assignment is not guaranteed an opportunity to work beyond five hours).

**Section 22.4.** The District shall make available pre-trip positions for any days employees are required to work.

**ARTICLE XXIII  
EMPLOYEE MATERIALS AND FACILITIES**

**Section 23.1. Uniforms.** The District shall pay the full cost of the purchase, lease, rental, cleaning and maintenance of uniforms, equipment, identification badges, emblems and cards required by the District to be worn or used by bargaining unit employees.

**Section 23.2. Tools.** The District agrees to provide all tools, equipment and supplies reasonably necessary to bargaining unit employees for performance of employment duties.

**Section 23.3. Safety Equipment.** Should the employment duties of an employee in the bargaining unit require use of any equipment or gear to insure the safety of the employee or others, the District agrees to furnish such equipment or gear.

**Section 23.4. Facilities.** The District agrees to maintain a clean and sanitary washroom having hot and cold running water and toilet facilities. The District also agrees to maintain sanitary drinking water at all depot locations, an adequate and clean lunchroom and an emergency first aid kit at all depots.

**ARTICLE XXIV  
VACATION**

**Section 24.1. Length of Vacation Earned.**

**SCHEDULE:**

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

**Section 24.2. Vacation Accrual.**

An employee does not earn vacation during any month that s/he is out of pay status, such as on a leave of absence without pay.

**(A) Twelve (12) Month Employee.** Employees shall accumulate vacation for each month that they are in active payroll status. Each employee has available to her/him on July 1<sup>st</sup> of each year that vacation (and only that vacation) which they have earned since the previous July 1. They then have a year within which to take this vacation; however, vacation cannot be taken on days school is in session.

**(B) Ten (10) Month Employees.** Persons employed on a school year basis

accumulate vacation for each month of active employment during the school year at whatever monthly rate is appropriate for their years of service in the same manner as do twelve (12) month employees.

The above-listed employees differ from the year-round employees in that at the end of each school year when they cease to work, they then receive all vacation accumulated since the previous July, with the further provision that a full twelve (12) months' vacation credit will be granted to each employee who has rendered regular service for the full ten (10) month school year.

**(C) Credit for a month's service will be granted:**

- (1) If the employee works (or is otherwise in pay status) through the fifteenth (15<sup>th</sup>) of the month; or
- (2) If s/he starts work on or before the fifteenth and works through the end of the month.
- (D) At the end of the annual accumulation period on July 1, twelve (12) month employees will have their prior twelve (12) months' accumulation totaled and rounded off with one (1) full day's credit being given for any accumulation of .50 days or more, while anything less than this amount will be dropped.
- (E) An employee does not earn vacation during any month that s/he is out of pay status, such as on a leave of absence without pay.
- (F) All vacation allowances will be paid on regularly scheduled pay dates. The employee has the option to take vacation payments in a lump sum. The employee must sign a waiver of payroll deductions, acknowledging that retirement contributions will not be made on any lump sum payment.
- (G) Holidays occurring within a vacation period will not be counted as vacation days.
- (H) Lead Drivers 1 and 2 will be paid up to a maximum of 8 hours. All other Drivers and Attendants will accrue and be paid at route time not to exceed 8 hours per day.
- (I) All vacation that has been earned by an employee will be made available in cases of resignation, discharge or death, except that an employee terminating prior to six (6) months of employment will not be paid for any vacation. Any vacation that may have been paid to a less than six (6) month employee will be deducted or otherwise recovered.

**Section 24.3. Vacation Scheduling.** Because vacation may not be carried into the next school year, it is necessary for each employee to assure that their schedule at Christmas, Easter and the summer period will accommodate the vacation days due. In emergencies, employees may, if approved, take vacation during other times of the year. An employee must provide at least two (2) weeks advance notice requesting vacation to his/her supervisor. The supervisor will decide whether to approve a vacation request. Vacation will not be approved where it would

disrupt services to children or the operation of the District. Twelve (12) month employees earning vacation from July 1 to the following July 1 must use all vacation earned during the following twelve (12) months, i.e., prior the next July 1. They may not carry it over beyond this time unless approved by management.

**ARTICLE XXV**  
**HOLIDAYS**

**Section 25.1. Scheduled Holidays.** The District agrees to provide all employees in the bargaining unit with the following paid holidays:

New Year's Day	Christmas Day
President's Day	Martin Luther King Day
Memorial Day	Good Friday - half (1/2) day
Veteran's Day	Labor Day
Thanksgiving Day	Friday after Thanksgiving Day

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

**Section 25.2.** In addition to the holidays in Section 25.1, twelve (12) month employees shall be entitled to the following paid day: July 4.

**Section 25.3.** When a holiday falls on a Saturday, the preceding working day not a holiday shall be deemed to be that holiday. When a holiday falls on a Sunday, the following work day not a holiday shall be deemed to be that holiday.

**Section 25.4.** An employee must have accrued earnings on the day immediately preceding and succeeding the holiday to be paid for the holiday. Any employee required to work on a holiday shall be paid at two and one-half (2-1/2) times the regular rate of pay for all hours worked on the holiday.

**Section 25.5.** Nothing under this article prohibits the District, President, Governor or State Legislature from declaring additional holidays for which all employees shall be paid.

**Section 25.6.** Hours to be paid for purposes of holiday shall be calculated according to the number of hours the employee regularly works on the time package or six (6) hours, whichever is greater. Overtime shall not be included in the calculation of an employee's regular hours worked.

**ARTICLE XXVI**  
**SICK LEAVE**

**Section 26.1.**

Each regular employee shall accrue a maximum of fifteen (15) days sick leave each year. Lead Drivers 1 and 2 will be paid sick time at a maximum of 8 hours.

All other Drivers and Attendants will be paid at the contract hourly minimum.

**Section 26.2.** Unused sick leave shall be cumulative without limitation.

**Section 26.3.** Employees may, upon approval, use sick leave for absence due to personal illness, injury or exposure to contagious disease which could be communicated to others. Sick leave may also be used for absence due to illness, injury or family illness. Employees may also use sick time for death of a family member if special privilege leaves are exhausted.

**Section 26.4.** Each employee, upon return from sick leave, is required to submit a written signed statement to justify the use of sick leave.

**Section 26.5.** An employee who renders service on a part-time basis shall accumulate sick leave at the same rate as that granted like full-time employment.

**Section 26.6.**

(A) Each regular employee is eligible to convert one (1) restricted special privilege leave day (as defined in section 27.3 herein) to an unrestricted special privilege leave day (as defined below) for each time the employee has perfect attendance for sixty (60) consecutive work days, subpoenaed court appearances, funeral leaves, jury duty, and tardies which do not result in loss of pay, will not count in determining perfect attendance under this attendance incentive plan. Employees are responsible for notifying the District (on forms provided by the District) that they may be eligible for an attendance incentive.

(B) An unrestricted special privilege leave day may be used by an employee for any reason subject to the following four conditions:

(i) The employee must provide the Assistant Depot Manager with notice five (5) work days prior to taking the special privilege leave day;

(ii) Special privilege leave will not be taken the day before or the day after a paid holiday; and,

(iii) Special privilege leave cannot be taken during the first two (2) weeks of school or the last two (2) weeks of school.

(iv) It does not interfere with the effective and efficient operation of the Transportation Department.

(C) All unrestricted special privilege leave days earned under this section must be used by the employee within one (1) year of being earned. Provided however that an employee who has perfect attendance during sixty (60) consecutive work days may elect to receive a payment of fifty dollars (\$50.00) in lieu of converting a restricted special privilege leave day to an unrestricted special privilege leave day under this section. Moreover, any employee missing less than two (2)

days the entire year can cash out one (1) sick day. An employee who has perfect attendance for sixty (60) consecutive work days also will be notified in writing that s/he is no longer under suspicious attendance under the District's work rules.

**Section 26.7. Sick Leave Bank.**

The District will establish a sick leave bank. All bargaining unit members may donate sick days. A Review Board comprised of Union and District representatives will be formed. This Review Board will develop the guidelines for loan distribution.

**Section 26.8. Compliance**

The District will meet the mandates set forth in this Article. The Director of Transportation shall meet with no more than three (3) representatives appointed by Local 407 once per month to insure compliance with this Article for all Local 407 members.

**ARTICLE XXVII**  
**LEAVES OF ABSENCE**

**Section 27.1. Assault Leave.**

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

(B) An employee must seek medical attention as soon as reasonably possible from the time s/he has knowledge of an injury, must immediately report the assault to a supervisor or the Director of Transportation and must complete an incident report form and an assault leave form in order to be eligible for this benefit. The District may make reasonable modifications of the incident forms and the assault leave forms from time to time. The Union will receive a copy of any modified forms.

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

(C) Any employee who wishes consideration for restoration of full pay and sick leave status may submit this request to the District. In the event that the request is rejected, the employee may file an appeal through the dispute resolution procedure. If an employee's absence resulting from assault is covered by workers' com-

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

(D) An employee shall be granted an assault leave of up to six (6) months or the duration of the school year, whichever is longer. Provided, however, that an employee who is granted an assault leave shall have his/ her health insurance benefits continued for up to two (2) years (under the same terms as if the employee was in pay status) to the extent that the employee is physically unable to return to work during that time and otherwise meets the requirements set forth in paragraph B of this Section.

**Section 27.2. Disability Leave.**

(A) Consistent with District regulations, an employee who presents satisfactory evidence of disability, due to an illness, accident or pregnancy, excluding Workers' Compensation and Assault Leave, shall be granted a leave of absence for a specified period of time subject to extension by the District, but not for a period to exceed one (1) year. Employees may use accumulated and unused sick leave for the period of disability.

(B) The leave of absence for disability due to an illness, accident or pregnancy, shall be granted based upon proper application by the employee on forms provided by the District. As soon as practicable after the disability is confirmed, the employee must provide to the District a written statement, signed by the attending physician indicating the date on which it is expected that the employee will be/is no longer physically able to perform their regular duties and that the employee can work until that date without risking injury. An employee may remain out beyond the period of disability, for child-bearing purposes, for the duration of that school year.

(C) Failure to return to work at the time for expiration of an approved leave of absence, or any authorized renewal thereof shall be considered as grounds for termination.

(D) Paternity leave shall be granted for purposes of child-rearing in accordance with the notification dates and durations contained herein.

(E) All bargaining unit members who are on approved disability leave may not bid for a time package unless they are off approved disability leave two (2) weeks prior to the annual bid.

(F) The District shall comply with all provisions of the Family and Medical Leave Act.

(G) When an employee returns from an approved medical leave, the District shall provide the bid hours to the employee that s/he left to the extent permitted by law.

**Section 27.3. Special Privilege Leave.**

(A) Religious holidays not included in the school's calendar (Jewish holy days, Eastern Orthodox Christmas and New Year's Day);

(B) Compulsory court appearance (substantiated);

- (C) Marriage in the immediate family;
- (D) College graduation or high school graduation in the immediate family;
- (E) Paternity;
- (F) Clearly specified family emergencies not covered by the sick leave provision of this contract Family emergency is defined as a sudden and unexpected occurrence, which requires immediate attention of the bargaining unit member and justifies interrupting the employer's work schedule;
- (G) School-related conference for employee's child (substantiated);
- (H) Military graduation - basic training;
- (I) Death in the family; and,
- (J) Unused special privilege leave days will roll into sick time.

Such leaves of absence will be granted without loss of pay and shall not be deducted from the employee's accumulated -days of sick leave. All such requests must be made in advance of the family emergency. Special privilege leave may be used for District in-service days. The District shall respond in writing to an employee's request for a special privilege day within three (3) working days.

**Section 27.4. Jury Duty.1**

(A) Employees may be paid by the District while serving on jury duty, providing that they complete a Request to Serve on Jury Duty Form and comply with applicable District regulations.

(B) Employees must report at once to their immediate supervisors for duty if released prior to noon of the work day while on jury duty.

(C) Within ten working days following completion of the jury duty assignment, payment received for such service must be received in the Treasurer's office. Payment must be in the form of a check or money order made payable to the Cleveland District. Failure to observe this requirement will be cause for withholding the next regularly scheduled payroll check.

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

**Section 27.5. Personal Leave of Absence.**

Any employee desiring a leave of absence from his /her employment shall secure written permission from both the Union and the Employer for both the leave and the terms of the leave. The maximum leave of absence shall be for ninety (90) days and may be extended for like periods. Permission for extension must be secured from both the Local Union and the Employer. The Leave of Absence will not be granted for the purpose of trying out for another job.

**ARTICLE XXVIII**

**HEALTH AND INSURANCE BENEFITS**

**Section 28.1. Eligibility.** Subject to Section 28.2(B), each school bus driver and school bus attendant regularly scheduled to work a minimum of nineteen (19) hours of work per week during the school year (i.e., eligible employees) shall

receive insurance benefits. With regard to the nineteen (19) hour per week threshold, spares will be considered as eligible employees. Otherwise, bid time will determine eligibility.

**Section 28.2. Health Insurance.**

(A) Subject to the limitations set forth in Section 1 above, during the enrollment period each year (November), each employee may select either single or family coverage from one of five healthcare provider plans. Kaiser, MMO SuperMed Plus and Aetna. Benefit levels are set forth in Appendix B.

(B) Employees, who enroll in either single or family coverage in the above referenced plans shall pay the following portion of the monthly premiums:

	<u>Single</u>	<u>Family</u>
Kaiser*	40	75
MMO Super Med	40	75
Aetna	40	75

All employee contributions are made by payroll deduction. Effective January 1, 2011, the following changes to substantive coverage shall be implemented:

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

Women's Health

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

Men's Health

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

General

- 1. Fecal occult blood test (annual)
  - 2. Flexible Sigmoidoscopy (every 5 years)
  - 3. Colonoscopy (every ten years)
  - 4. Diabetes Fasting glucose (sugar)
  - 5. Cholesterol (every 5 years)
- 2. Modification to Kaiser coverage only:
  - a. Modify existing generic/brand coverage from \$5/\$5 retail/mail to \$5/\$10 retail and \$5/\$10 mail for 90 day supply.
  - b. Increase Emergency Room copayment from \$20 to \$50.
  - c. Increase Urgent Care copayment from \$0 to \$25.
- 3. Modification of all healthcare providers coverages:

a. Increase the co-payment to \$25 for specialist office visit.

13.2.2. Prescription Drug Plan. All employees who are enrolled in the Kaiser HMO must exclusively use that prescription drug program. The level of prescription drug benefits will remain the same as provided on June 30, 2010, except as noted above and summarized in Appendix 13-A.

#### Section 125 Plan.

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

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

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

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

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

the end of the grace period, any remaining amounts will be forfeited.

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

#### (C) Prescription Drugs. See Appendix B.

##### Section 28.3. Out-Of-Network Charges. See Appendix B

Section 28.4. Vision Care. The District will continue to provide the same level of vision care benefits provided under the previous Collective Bargaining Agreement provided that the Union Eye Care benefits shall be 5% below Spectera and a zero co-payment as agreed to with Union Eye Care on June 30, 2000. See Appendix B

##### Section 28.5. Dental Care. See Appendix B

Section 28.6. Adding or Changing Carriers. The District may invite competitive bidding each year for additional health care plan providers to be offered as coverage options for its employees, and the District may select additional health care plan providers as health care plan options for its employees. Union representatives shall participate in the selection process, with such carriers to provide the same basic level of benefits, monthly co-payments, deductibles and maximum out-of-pocket payments.

1. The Union will be notified when such bids are solicited and may provide the District with input as to the selection of additional providers. The District will notify the Union of the providers who are selected as additional provider options before the enrollment period each year.

2. The enrollment period will be the month of November.

3. Selected additional providers must provide coverage comparable to the basic coverage provided by the Kaiser Permanente HMO, and the providers listed above shall not decrease their basic level of coverage during the term of this Agreement.

Self-Insurance. The District may explore and implement self-insurance for any or all components of its health insurance program including medical, prescription, dental, and vision, provided (a) the level of benefits and services set forth in this agreement or any extensions thereof and the respective Certificates of Coverage are equal to or better than those in effect on June 30, 2007; (b) the disruption analysis of the non-Kaiser network of providers and facilities is less than ten percent; (c) the self-insurance network will include both the University Hospitals Health System Network and the Cleveland Clinic Health Systems Network; (d) all pre-existing conditions will be covered unless currently restricted by HIPAA. Local 407 will be involved in the development of the self-insurance program. Notwithstanding the above language, Kaiser shall remain as an option through the end of the 2009-2010 school year and shall not be considered as part of the disruption

analysis.

**Section 28.7. Reduction of Benefits.** The District will not reduce the level of health insurance benefits provided to employees under this Agreement without the express agreement of the Union.

**Section 28.8. Shared Savings.** An employee shall be eligible to receive a payment from the District equal to one-half (1/2) of up to \$500 in savings recovered by the District where the savings result from the identification by the employee of errors in his/her medical bills.

**Section 28.9. Reimbursement for Dual Medical Benefits.**

(A) Married employees, both employed by the Board, may opt to waive one (1) medical insurance plan. The savings (based on respective premiums) from such waiver to be split evenly between the employee and the Board.

(B) If an employee can furnish proof he/she is adequately covered by a comparable insurance plan and the employee opts to waive his/her coverage with the Board, the savings from such waiver shall be split evenly between the employee and the Board.

(C) Only those individuals identified in Appendix C shall be eligible for reimbursement under this section.

The guidelines for the implementation of this program will be developed by the Joint Health Care Committee which will also determine the timeliness for implementation. The Local Union shall have the right, once a plan is adopted, to accept or reject the Plan.

**Section 28.10. Life Insurance.** The District shall underwrite the cost of a \$10,000 Group Life Insurance policy for all regular employees. Additional coverage up to \$150,000 shall be made available to regular employees who may purchase such additional insurance by means of payroll deduction, with the ability to purchase \$40,000 of that amount with before tax dollars.

**Section 28.11. Extended Coverage of Hospitalization and Life Insurance.** Coverage under the health and insurance programs will be extended through July and August for covered persons employed in positions which are normally school year active only. This includes teachers, school clerks, library aides, food service employees and cleaning personnel.

This extended coverage will terminate August 31 should the employee fail to return to active payroll status at the time.

Any payroll deduction being made from Group Life Insurance and/or Hospitalization will be effected on a monthly basis during the school year with a triple deduction being made in June to cover the summer months for employees on out of pay status during that period.

**Section 28.12. Coverage for Inactive Employees.** Life Insurance and Hospitalization coverage may be continued for any employee who becomes payroll inactive (such as resignation or a leave of absence) as indicated below:

In order to continue Hospitalization, the inactive employee will have to pay directly to the hospitalization agency the bill that will be received from them and

should they return to active duty as an eligible employee they must re-enroll to obtain coverage.

In order to continue Life Insurance coverage, the inactive employee must contact the insurance company and complete conversion requirements within thirty-one (31) days from the last day of active payroll status.

**Section 28.13. SERS Pick-Up.** The District agrees to continue the "pickup" of employee retirement contributions to the School Employees Retirement System (SERS) in accordance with Ohio Attorney General's Opinion 82-097.

**Section 28.14. Blood-Borne Pathogen.** The District will follow its blood-borne pathogen exposure control plan when an employee has been involved in an exposure incident.

**Section 28.15. Mental Health, Drug Abuse and Alcoholism.** See Appendix B

**Section 28.16. Durable Medical Equipment.** See Appendix B

**Section 28.17. Health Care Subcommittee.** A Health Care Subcommittee shall be established with up to five members appointed by the CEO and up to five members appointed by the Local 407 President. Additional representatives may be invited to attend by agreement of the management and Union representatives. The Subcommittee shall review and make recommendations to the CEO and the Local 407 President regarding any terms and conditions set forth in this Article, including, without limitation: (1) mandatory re-enrollment; (2) selection of a Pharmacy Benefit Manager and review of that vendor's performance; (3) modifications to any portion of the article that will enhance benefits and/or control costs. Changes could include increased use of mail order prescriptions, drug deductibles, and such other modifications as the Subcommittee may want to consider; and (4) such other matters as the Subcommittee may elect to explore.

Should the Subcommittee propose or recommend a change in any benefit level set forth in this article, the change requires the approval of the CEO and the Local 407 President.

**Section 28.18. AOpt-Out Option.** During the enrollment period each year, employees will be provided with the option of declining health insurance coverage for the ensuing year. Such elections are irrevocable until the next annual enrollment period. If the employee declines coverage for the year, s/he shall receive two semi-annual payments of \$250.00. These payments will be made in April and October. If the employee elects to change his/her coverage from family coverage to single (but would otherwise be eligible for continued family coverage), s/he will receive two semi-annual payments of \$125.00, payable in April and October. Any employee who has opted-out and has any change in spousal coverage may be eligible to re-enroll within the current year of employment provided that the employee returns a pro rata share of the payments received pursuant to this Section.

**Section 28.19. Hard Audit.** During the open enrollment period, the District shall have the right to conduct a hard audit requiring employees to produce acceptable documentation to establish eligibility for coverage for the employee as well as any claimed dependents and/or spouse. The required documentation may include, but is not limited to, birth certificates, custody decrees, marriage licenses, working spousal coverage, and/or verification of student status.

**Health Insurance will take effect August 1<sup>st</sup> 2010 with no reopeners during the life of the contract.**

## ARTICLE XXIX PAY AND ALLOWANCE

**Section 29.1. Regular Rate of Pay.** The regular rate of pay for each position shall be in accordance with the rate established for each class as provided in the salary schedule.

**Section 29.2. Pay Checks.** All regular pay checks of employees in the bargaining unit shall be itemized to include all deductions, overtime, holiday pay, additional wage benefits, and show sick leave accrued as of the date of issue.

**Section 29.3. Payroll Error.**

(A) Any payroll error resulting in insufficient payment for an employee in the bargaining unit, regardless of the amount of the error, shall be corrected and a supplemental check issued as soon as possible but not to exceed five (5) working days after the employee provides notice to the Payroll Department of the error on a form supplied by the District. In the event that a supplemental check is not issued within five (5) working days after the employee provides notice to the Payroll Department, the District shall pay to the employee a penalty equaling five percent (5%) of the amount of the error. If the supplemental check is not issued within ten (10) working days, the District shall pay an additional one percent (1%) penalty to the employee, totaling six percent (6%) of the amount of the error. An additional one percent (1%) penalty shall accrue for each successive five (5) working day period in which the supplemental check was not issued.

(B) The District will conduct sick and vacation audits on a yearly basis to be reported to local Union business representative by June 15 for 10-month employees and July 15 for 12-month employees.

**Section 29.4. Special Payments.** Any payroll adjustment due an employee in the bargaining unit as a result of working out of class, recomputation of hours, or other reasons other than procedural errors shall be made on a supplemental check issued as soon as practicable following notice to the Payroll Department. Any adjustments due to settlements and sustained grievances shall be made to the employee within thirty (30) work days after the grievance is sustained, settled or won.

**Section 29.5. Lost Checks.** Any pay check for an employee in the bargaining unit which is lost after receipt shall be replaced as soon as possible, but not to exceed seven (7) working days following the employee's demand of the Payroll Department for replacement of the check. Pay checks will not be mailed except

when a pay day falls on a non-school day, or when the employee requests the check to be mailed during extended sick leave, leaves of absence and the employee's vacation.

**Section 29.6. Pay for Promotions.** Any employee in the bargaining unit receiving a promotion under the provisions of this Agreement shall be paid commensurate with the schedule established for the new classification. When an employee is promoted to a higher class, her/his salary or wage shall not be less than the wage which s/he left.

**Section 29.7. Mileage.** Any employee in the bargaining unit required to use their vehicle on District business shall be reimbursed as per the District authorized schedule in the Administrative Code for all miles driven on behalf of the District. The mileage computation shall include mileage necessary to return to the employee's normal job site after the completion of District business. This amount shall be payable in a separate warrant drawn against the District funds as soon as practicable but not to exceed twenty-five (25) working days, following the submission of the documented claim by the employee in the bargaining unit.

**Section 29.8. Meals.** Any employee in the bargaining unit who, as a result of a work assignment, must have meals away from the District shall be reimbursed for costs as per rates established by District policy. Payment shall be within twenty-five (25) days of the submission of the documented claim.

**Section 29.9. Lodging.** Any employee in the bargaining unit who, as a result of a work assignment, must be lodged away from home overnight shall be reimbursed by the District as per the District authorized schedule in the Administrative Code. The District shall reimburse the employee for out-of-pocket expenses as soon as practicable after the employee has submitted an expense claim.

**Section 29.10. Home Addresses.** All employees must provide Human Resources with a current home address and phone number. Actual home addresses must be provided. Post office box numbers are not acceptable.

## ARTICLE XXX WAGES AND ATTENDANCE INCENTIVE

Wages		Effective July 1, 2010 – June 30, 2013	
Job Class	Classification	Years of Service	Hourly Rate
650170	Bus Driver – Training Rate	—	\$ 9.76
650730	Bus Driver- Step 0	1	16.34
650740	Bus Driver – Step 1	2	17.22
650750	Bus Driver – Step 2	3	17.89
650760	Bus Driver – Step 3	4	18.51
650770	Lead Driver		16.34 – 18.51
650775	Bus Driver Trainee		16.34 – 18.51
650780	Bus Attendant – Step 0	1	14.08
	Bus Attendant – Step 1	2	15.37
	Bus Attendant – Step 2	3	16.02

\*ADVANCEMENT ON THE ABOVE SALARY SCHEDULES BECOMES EFFECTIVE ON SEPTEMBER 1ST OF EACH YEAR FOR THOSE EMPLOYEES WHO HAVE COMPLETED A MINIMUM OF 6 MONTHS SERVICE IN THE PREVIOUS YEAR.

LONGEVITY INCREMENTS FOR EMPLOYEES IN ABOVE CLASSIFICATION

- After twenty (20) years of service add \$.40 per hour to hourly rate
- After twenty-five (25) years of service add \$.47 per hour to hourly rate
- After thirty (30) years of service add \$.57 per hour to hourly rate
- After thirty-five (35) years of service add \$.71 per hour to hourly rate

**ARTICLE XXXI**  
**SEVERANCE PAY**

**Section 31.1.** An employee who has had ten (10) or more years of Cleveland Public School service may elect to receive at the time of retirement, under the appropriate state retirement system, a cash payment equal to the value of thirty percent (30%) their accumulated but unused sick leave credit to a maximum of \$30,000.00.

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

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

The receipt of severance pay shall eliminate and forever cancel all future claims to all sick leave accumulated but unused by the employee at the time of retirement. The payment of severance pay shall be made only once to any employee. Such payment shall be made in January following the year in which the retirement becomes effective.

**Section 31.2.            Severance Pay & Deferral Plan.**

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

ticle are effective for all employees whose effective date of retirement is after July 1, 2007.

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

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

- 1) Any severance pay that is payable to a retiring bargaining unit employee under Article 12; and
- 2) Upon agreement of the parties, any payment made to an employee pursuant to an early separation plan, should such a plan be offered at any time within the duration of this labor contract.

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

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

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

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

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

G. If a bargaining unit employee is entitled to Severance Pay and is not required to be a Participant in the 403(b) Plan, the bargaining unit member's Severance Pay shall be payable to the bargaining unit employee in a lump sum cash payment by a date selected by the Chief Financial Officer (CFO) that is not later than 2-1/2 months after the last day of the bargaining unit employee's employment. However, in accordance with the requirements of IRC Section 403(b) and other applicable federal income tax law, a bargaining unit employee may elect to have all or a portion of the bargaining unit employee's Severance Pay deferred

into a TSA or into a trust, custodial account or annuity that is intended to be part of a deferred compensation plan that is tax-qualified under IRC Section 457(b) ("Section 457 Plan") that is otherwise maintained by the District for its employees.

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

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

H. All contributions to the 403(b) Plan and all deferrals to a TSA or Section 457 Plan, and all cash payments to all bargaining unit employees, shall be subject to reduction for any tax withholding or other withholding that the CFO determines is required by law. Neither the District, nor the CFO, nor Local 701 guarantee any tax results associated with the 403(b) Plan or deferrals to a TSA or Section 457 Plan, or cash payments made to a bargaining unit employee.

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

### **ARTICLE XXXII** **NO STRIKE/NO LOCKOUT**

**Section 32.1.** Employees represented by the Union shall not engage in any strike, sitdown or work stoppage during the life of this Agreement, nor will the District engage in a lockout during the life of this Agreement.

### **ARTICLE XXXIII** **SAVINGS CLAUSE**

**Section 33.1.** Any provision of this Agreement which may be in violation of State or Federal laws, State or Federal Acts, statutes, regulations or orders, or any revision thereof, now effective or which may become effective during the term of this Agreement, shall be considered void. In the event that any provision of this Agreement is thus voided, the balance of the Agreement and its provisions shall remain in effect for the term of the Agreement. Either party will, at the request of the other, negotiate with respect to the subject matter of such voided provisions, but such negotiations shall not include other terms or provisions of this Agreement, except to the extent that they are affected by the voided provision.

### **ARTICLE XXXIV** **WORK RULES**

**Section 34.1.** When existing work rules are changed or new work rules are established, the Union shall receive a copy of the changed or new work rule no later than thirty (30) days prior to implementation of the rule. The Union shall have the right to meet and confer with the District on the application of the rule(s). Provided, however, that the District will negotiate with the Union before adding any offenses to the work rules, changing conditions resulting in points, or increasing the number of points for a particular offense.

### **ARTICLE XXXV** **DRUG TESTING POLICY**

**Section 35.1.** When there is reasonable cause to believe that an individual employee is using illegal drugs or alcohol at work or is under the influence of drugs or alcohol at work, and/or pursuant to current District CDL Drug Testing regulations such employee will be directed to report to the District designated physician or medical clinic, on District time and expense, for a fitness for duty examination. This will involve appropriate testing, including possible urine or blood tests or breathalyzer exam as determined by the appropriate medical personnel. The circumstances supporting the allegation shall be reduced to writing, signed by two (2) referring supervisors who have received drug/alcohol abuse education, and provided to the appropriate personnel and the Union prior to testing. An employee may be referred for such fitness for duty screening if two (2) referring supervisors who have received drug/alcohol abuse education have a reasonable suspicion that the employee is then under the influence of alcohol or a controlled substance. The demand for a urine, blood or breath specimen shall be made based only upon specific, objective facts, and reasonable inferences drawn from those facts in light of experience, that the employee is then under the influence of drugs or alcohol so as to endanger fellow employees, the public, or otherwise adversely impact on the employee's ability to perform his or her job duties. In addition, employees may be referred for mandatory urine, blood or breathalyzer tests to determine substance abuse as part of a disciplinary probation for employ

ees who have violated the District's drug and alcohol rules.

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

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

No employee who is out of service due to a positive drug test shall be returned to work until he/she has a negative drug test. However, an employee who has been out of service due to a positive drug test and who tests positive before returning to work shall not be terminated by reason of a second positive test, provided that, in the opinion of the testing physician, the second positive test is a result of the substance not being fully processed out of the employee's system. If, however, the testing physician determines that the second positive test is a result of continued substance abuse, said employee may be terminated as having a second positive test within twenty-four (24) months, as provided in the Side Letter of Agreement at Appendix K. Employees shall be provided a copy of all test results, including the amount/level of substance(s) detected. If a second positive test is performed by the District, the employee shall pay the \$25.00 for the cost of the test.

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

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

Employees who may be drug or alcohol dependent are encouraged to voluntarily seek professional assistance through a reputable treatment program. The District's

Employee Assistance Program (EAP) can provide counseling and referral. All records of an employee seeking medical rehabilitation for drug and alcohol dependency, either through the EAP or otherwise, will be kept strictly confidential. Voluntary assistance should be sought before dependency affects job performance so as to endanger fellow employees, the public, or otherwise adversely impact on the employee's ability to perform his or her job duties.

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

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

An employee who fails a drug or alcohol test for the second time during his employment with the District may be discharged immediately by the District, subject to just cause and the provisions of the grievance procedure. The District after bargaining with the Union, shall adopt random drug testing policies only for employees who are required to be randomly tested under law (e.g., Department of Transportation regulations regarding employees required to have a Commercial Drivers License).

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

The Union shall be indemnified and held harmless by the District for any violation of an employee's constitutional common law, or statutory rights. The District agrees that it will implement this or a substantially similar drug/alcohol testing procedure with all other District employees.

### ARTICLE XXXVI ATTENDANCE POLICY

Employee absenteeism is a problem in the Transportation Division. Absenteeism occurs when a District employee fails to report to work as scheduled. The impact of excessive absenteeism is increased cost in:

1. Lost wages/salaries

2. Benefit payments
3. Premium pay for overtime work
4. Under utilization of facilities
5. Substandard transportation services (both quantity and quality)

The District monitors both "excused" and "unexcused" absences in determining what is considered a tolerable absenteeism range. This policy reflects what the District considers acceptable absenteeism.

The District will review the previous school year attendance rates for each Transportation Division employee. Initially, those employees who have missed twenty (20) or more days of work for the previous school year will be subject to further review.

The District's attendance review will take into consideration the labor agreement between the District and Local 407, and applicable provisions of state and federal law.

#### Satisfactory Attendance

- Satisfactory attendance is a condition of employment. We can achieve success in serving the community only if employees are committed to being on the job and on time every day.
- Satisfactory attendance will be determined by reviewing the actual number of days lost by absent employees and the average number of days worked by Transportation Division employees. The District will take Family Medical Leave Act illnesses and absences related to a catastrophic illness or injury into account in determining unsatisfactory attendance. The District will review attendance every two or three months for purposes of this policy.
- The District will issue a verbal warning for the first instance of unsatisfactory attendance. The second instance will result in a written reprimand. The third instance will result in a three-day suspension. The fourth will result in a termination.
- Notice of unsatisfactory attendance will follow the disciplinary action guidelines set forth at Article XIII of the labor agreement between the District and Local 407.
- Punctuality is also a condition of employment. Employees must arrive at work by five (5) minutes after their regularly scheduled work time. After three lateness offenses the District will begin disciplinary action as set forth above.

#### A. Unexcused Attendance Points

Each instance of reporting for work late, leaving early, absence without leave, failing to notify the depot of an absence in a timely manner, **FAILURE TO NOTIFY AT ALL**, or unexcused absence shall constitute an attendance **VIOLA-**

#### **TION.**

##### **A. "FAILURE TO NOTIFY AT ALL" IS A CLASS II OFFENSE**

B. If an employee is tardy and a substitute has already replaced the driver, management may, at its discretion, send the employee home for the shift. Employees will be considered tardy if they report to work for a shift after the assigned starting time for that shift. Any employee who is tardy for more than five (5) minutes may be charged.

C. Employees should notify the depot the night before an absence occurs. Employees must call in an absence at least 45 minutes before their starting time. Failure to do so is a violation unless the call is received less than 45 minutes before their starting time. A call received less than 45 minutes prior to starting time is a violation.

D. Employees who will be absent in the morning only should notify the depot of their intent to return to work for the afternoon shift. A supervisor may deny an employee the right to return to work in the afternoon if the employee did not indicate this intention when reporting the absence. If an employee is allowed to return to work after failing to report afternoon presence, a supervisor may assign the employee to other duties than the assigned route.

E. Employees who report to work in the morning but will not be present in the afternoon must notify their supervisor at least 45 minutes before the scheduled afternoon starting time. Failure to do so is a violation unless the call is received less than 45 minutes before their starting time. A call received less than 45 minutes prior to starting time is violation.

F. Unreported absences of three (3) consecutive days will result in discharge.

G. All attendance violations will be noted in the employee's personnel file and the employee will be notified of such.

##### H. Sick Leave

1) Employees must report absences and the reasons for such absences to their supervisor in order to be eligible for paid sick leave and/or be considered an excused absence.

2) Employees shall submit a signed statement on forms provided by the Board to justify the use of sick leave. If medical attention is required, the employee's statement shall list the name, address and phone number of the attending physician **ALONG WITH THE DATE AN ACTUAL TIME OF THE APPOINTMENT.**

An employee who is absent for more than three (3) days, because of a sickness or injury will be required to present a doctor's certificate, or in the case of sickness injury of less than three (3) days if an employee:

a. Has a suspicious attendance record.

b. Frequently takes sick leave for one (1) to three (3) days throughout a school year. Once deemed suspicious, doctors' statements will be required for one (1) to three (3) days absence. Failure to do so will lead up to progressive discipline as stated above.

## ARTICLE XXXVII

### RETURN TO WORK/TRANSITIONAL WORK PROGRAM

Effective 07/01/2007, any employee who is assaulted or disabled while in the performance of his/her duties, under such circumstances as would cause such injury or disability to be compensable under the Workers' Compensation Laws of the State of Ohio shall have the following options:

#### **Option A**

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

#### **Option B**

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

However, an employee who has settled his/her workers' compensation claim with Cleveland Metropolitan School District through the Industrial Commission will not be eligible to participate in the Return-to-Work/Transitional Work Program for the conditions which were settled.

#### **OPTION A - CLEVELAND METROPOLITAN SCHOOL DISTRICT WAGE CONTINUATION PROGRAM**

An employee who elects to participate in the CLEVELAND METROPOLITAN SCHOOL DISTRICT (CMSD) Wage Continuation Program agrees to the terms and stipulations as described in the CLEVELAND METROPOLITAN SCHOOL DISTRICT Return to Work/Transitional Work Program (See Appendix D). Such Return to Work/Transitional Work Program is a cooperative effort between labor and management, mutually agreed upon, and may be amended only upon the consent of the joint CLEVELAND METROPOLITAN SCHOOL DISTRICT-Transitional Work Committee.

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

estimated duration of disability, and estimated return to work date. Attending physician statements must be submitted to the District within forty-eight (48) hours of treatment. Should these requirements not be fulfilled by the employee, the request for wage continuation extension may not be considered. All benefits, including insurance, will continue during the duration of the Wage Continuation Program.

If an employee returns to full duty work for less than six (6) months and then is disabled at a later date due to the same injury, he/she may request to reactivate the Wage Continuation Program provided proper medical proof is submitted to Management; and, thereafter, may follow the procedure outlined above for the remainder of time unused of the original two (2) years of eligibility under the program. Such an employee who has returned to work for six (6) months or longer is eligible for an additional two (2) years of eligibility under the program.

If an employee's eligibility for the two (2) years of Wage Continuation is exhausted, the employee is eligible for additional leave time equal to

- 1) his/her sick leave accumulation and other accrued time; or
- 2) unpaid Workers' Compensation leave of absence. The employee may elect to use either of these alternatives.

When electing to utilize accumulated sick leave and other accrued leave, the employee will remain on payroll and will continue to receive all benefits, including insurance, but will not be eligible to receive compensation from the Bureau of Workers' Compensation.

When electing to utilize unpaid Workers' Compensation leave the employee will go off payroll and will continue to receive health insurance. The employee may file to receive Workers' Compensation payments for which he/she may be eligible. The employee and the District retain their respective rights under the Workers' Compensation Act.

When the amount of time the employee has available under one alternative has been exhausted, he/she will be placed under the other alternative. If the employee does not elect an alternative, the employee will be placed on unpaid Workers' Compensation leave. Continuation of insurance benefits, once all leave is exhausted, shall be for the balance of the month plus two (2) additional months. Thereafter, the employee may continue benefits according to COBRA regulations.

At all times during leave under this article, the employee will remain required to provide medical documentation and cooperate with the procedures of the CLEVELAND METROPOLITAN SCHOOL DISTRICT Return to Work/Transitional Work Program. An employee electing to participate in the CLEVELAND METROPOLITAN SCHOOL DISTRICT Wage Continuation Program, who returns to work

during leave granted under Option A, will be reinstated to his/her former job classification (subject to any medical restriction(s) identified by the Physician).

Any employee who chooses Option A and is not working due to his/her injury or disability as a result of an injury on the job, will participate in a BWC Vocational Rehabilitation Program when recommended, and agrees to accept Living Maintenance compensation for the duration of the Rehabilitation Program. During the duration of the Vocational Rehabilitation Program the employee will be removed from payroll, but will not suffer a loss of any benefits, including insurance. Time spent by an employee in Vocational Rehabilitation will not count against his/her time under the Transitional Work Program. The employee will be reinstated to an appropriate active pay status upon completion of the Vocational Rehabilitation Program in accordance with this article regarding the Collective Bargaining Agreement.

#### **OPTION B - UNPAID WORKERS' COMPENSATION LEAVE**

Notice of intent to participate in the CMSD Wage Continuation Program must be given within three (3) work days of the injury. Otherwise, an injured worker who does not choose Option A will be placed in Option B. An employee electing not to be treated by CMSD's Preferred Provider Panel physician or who elects not to follow that physician's recommended program and go only to the physician of their choice shall not be entitled to participate in the Wage Continuation Program as described above (Option A). Such an employee electing not to participate in the Wage Continuation Program will be removed from payroll and will be placed on an approved unpaid Workers' Compensation leave of absence. Any and all work-related injury claims will be processed through and conform with the Workers' Compensation Act. The District and employee will retain their respective rights to pursue/defend any claims under the Workers' Compensation Act, including but not limited to CMSD's right to offer work within the employee's work restrictions and CMSD's right to have the employee examined by a physician of its own choosing.

An employee's eligibility for continuation of insurance benefits will be for the length of time the employee is eligible to receive temporary total disability or the length of the unpaid Workers' Compensation leave under this provision, whichever is less. Insurance benefits will also be continued during utilization of any sick leave accumulation and other accrued time. The employee is responsible for the payment of the full cost of such wage continuation.

An employee on a leave of absence under Option B will be reinstated to his/her former position if they return to work within twelve (12) weeks. If such leave exceeds twelve (12) weeks and his/her position has been permanently filled, he/she may return only when a vacancy exists in the same, similar or a lower paid job classification through the bid procedure.

#### **GENERAL**

CMSD reserves the right to recoup benefit payments to any employee who is guilty of submitting a false claim, or abuse of any of the provisions covered in Article 37 or working for another employer while on leave under this policy, and may take disciplinary action.

In the event the Bureau of Workers' Compensation, the Industrial Commission or a court denies any claim as not being sustained in the course of and arising out of employment, wage continuation payments will be charged to sick leave to the extent such sick leave is available. If the employee does not have a sufficient sick leave balance, CMSD shall recoup the wage continuation payments made by reducing future sick leave earnings by one-half (1/2) until the wage continuation payments made are fully recouped. An employee who terminates employment with an outstanding balance owed will be responsible to reimburse the school district.

Holiday or vacation which occur during approved wage continuation periods shall be compensated as a holiday or vacation and if a claim is subsequently disallowed shall not be charged against the employee's sick leave accumulation.

Any employee choosing Assault Pay will be eligible for Option A provided that CMSD's Preferred Provider Panel are utilized. Leave used under Assault Pay will be deducted from the two year paid Wage Continuation Program.

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

Attached as Appendix D is the Return to Work /Transitional Work Program Statement of Policy.

**ARTICLE XXXVIII**  
**DURATION**

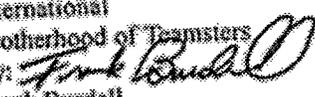
**Section 38.1.** This Agreement shall be in effect from July 1, 2010, and shall continue in full force and effect until June 30, 2013.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the dates listed below.

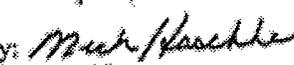
THE BOARD OF EDUCATION OF  
THE CLEVELAND  
METROPOLITAN  
SCHOOL DISTRICT

By:   
Peter E. Rappaport  
Date: 5/13/11

TRUCK DRIVERS UNION,  
LOCAL NO. 407,

Affiliated with the  
International  
Brotherhood of Teamsters  
By:   
Frank Burdell

Date: 5/17/11

By:   
Nick Haschka

Date: 5-17-11

By:   
Paul Wojnar

Date: 5/17/11

By:

Date:

**2010 Teamsters Local Union No. 407  
Negotiating Committee**

**Frank Burdell**

President & Business Representative

**Paul Wojnar**

Secretary Treasurer & Business Representative

**Nick Haschka**

Vice President & Business Representative

**Michael Hinton**

Recording Secretary & Business Representative

Theresa Brown

Linda Roy

Greg Taylor

Danny Williams

APPENDIX A

APPENDIX A

PERSONAL HEALTH INFORMATION  
RESTRICTED USE AGREEMENT AND AUTHORIZATION FORM

The undersigned hereby is authorized to receive, and agrees to use, individually identifiable health information of \_\_\_\_\_ only in the manner described below. This Agreement and Authorization is voluntary and may be revoked at any time except to the extent any party signatory herein has taken action in reliance on this Agreement and Authorization. I further understand that if the person or organization authorized to receive this information is not a covered entity under applicable law, the released information may no longer be protected by the Federal privacy regulations.

Describe in detail the personal health information that is subject to this Agreement and Authorization: \_\_\_\_\_

Describe each purpose for the use or disclosure of the identifiable health information: \_\_\_\_\_

After completion of the authorized use of the identifiable health information as described above, any party signatory to this Agreement and Authorization and in possession of such information agree that they shall either destroy all documents, or promptly return them to \_\_\_\_\_ or his or her designated representative. Under no circumstances shall any party signatory to this Agreement and in possession of such identifiable health information, be authorized to use such information for any purpose other than as described above.

Expiration Date of Authorization \_\_\_\_\_

Signature of Individual filing this Authorization \_\_\_\_\_

Printed Name \_\_\_\_\_

Social Security Number \_\_\_\_\_

Date \_\_\_\_\_

Signature of User of Identifiable Health Information \_\_\_\_\_

Printed Name \_\_\_\_\_

Organization Using Identifiable Health Information \_\_\_\_\_

Date \_\_\_\_\_

(K0403079.1)

APPENDIX B

MEDICAL BENEFIT SUMMARY

ARTICLE XXXVIII Benefit is	KAISER HMO <small>Network Only (No coverage if outside Network, except in emergency)</small>	ETNA <small>Network / Non-Network</small>	MO-SUPERMED PLUS PPO <small>Network / Non-Network</small>
Hospital Services (Emergency Co-pay (ER), Urgent Care Co-pay (UC))	\$30 Co-pay (ER) \$25 Co-pay (UC)	\$75 Co-pay (ER) \$35 Co-pay (UC) / 70%	\$75 Co-pay (ER) \$35 Co-pay (UC) / 80%
Physician Services (Office Visit)	\$18 Co-pay	\$15 Co-pay / 70%	\$15 Co-pay / 80%
Specialist Physician	\$25 Co-Pay	\$25 Co-Pay/70%	\$25 Co-Pay/80%
Physician Services (Surgery, 2nd Surgery Opinion)	100%	100% / 70%	100% / 80%
Physician Services (X-Ray & Lab)	100%	100% / 70%	100% / 80%
Prescription Drug Program - SEE NEXT PAGE			
(B) Physical / Occupational Therapy	\$10 Co-pay	\$15 Co-pay / 70%	\$15 Co-pay / 80%
(C) Annual Maximum	Up to 2 months or 30 visits per therapy, whichever is greater	60 visits	60 visits
(D) Speech Therapy	\$10 Co-pay Up to 2 months or 30 visits, whichever is greater	\$15 Co-pay / 70% 30 visits per benefit period	\$15 Co-pay / 80% 20 visits per benefit period
(E) Mental Health (MH) and Substance Abuse (SA) (1)			
(F) Mental In Patient	100%	100% / 70%	100% / 80%
(G) Substance Abuse - In patient	100%	100% / 70%	100% / 80%
(H) Mental Health - Outpatient	\$10 Co-pay	\$15 Co-pay / 70% after deductible	\$15 Co-pay / 80% after deductible
(I) Substance Abuse - Outpatient	100%	\$15 Co-pay / 70% after deductible	\$15 Co-pay / 80% after deductible
(J) MH & SA - Outpatient (Combined)	Unlimited	Unlimited	Unlimited
(K) Eye Medical			
Single (deductible)	\$0	\$0 / \$250	\$0 / \$250
Family (deductible)	\$0	\$0 / \$500	\$0 / \$500
Single (Max Out-of-Pocket for Co-insurance)	\$0	\$0 / \$2,250 (excludes deductible)	\$0 / \$2,000 (excludes deductible)
Family (Max Out-of-Pocket for Co-insurance)	\$0	\$0 / \$4,500 (excludes deductible)	\$0 / \$4,000 (excludes deductible)
Lifetime Maximum	Unlimited	Unlimited / \$2,500,000	\$2,500,000

APPENDIX B Cont.

To Age 21 under Federal Law and to age 23 under Ohio Law effective January 1, 2010.			
Special Feature-Durable Med Equip	100%	100% / 70%	100% / 80%
Special Feature-Hearance	100%	80%	100%
Special Feature-Skilled Nursing	100%	100% / 70%	100% / 80%
Special Feature-Organ Transplant	100%	100% / 70% (if pre-authorized)	100% / 50% Separate \$1 Million Lifetime
Infertility Services	70%—See Certificate for exclusions	Not Covered	Not Covered

NOTE: Effective 1/1/2011, a spouse who is eligible and offered insurance with their employer and elects primary coverage by CMSD plans, will be charged an additional \$50.00 per month (see page 12). This charge does not apply to Local 407 Spouses. The above chart is a broad summary of the medical, dental, life and vision insurance provisions. Other plan provisions and limitations may apply. If there is a discrepancy between the plan document and this bulletin, the plan document will prevail. See Certificate of Coverage for details.  
(1) Mental Health Parity Act of 1996 and MHPAEA of 2010

NEW!  
Prescription Drug Plan Summary  
Pharmacy Benefit Manager (PBM)

Based upon the agreement of the Cleveland Metropolitan School District and the respective bargaining unions, the Prescription Drug Benefit Plan was moved to a Pharmacy Benefit Manager (PBM). This affects ONLY the Aetna Prescription Drug participants at this time. Aetna Prescription Drug Plan participants will move to the NEW plan effective January 1, 2011. Aetna participants will receive a new ID card from MMOH/MEDCO in the mail at your address of record. Employees who have Aetna medical coverage will remain on that plan.

Please be sure to watch your mail for NEW ID CARDS and Mail Order Instructions.

The following chart is effective January 1, 2011:

Benefits	<u>PBM</u> (Former Aetna Drug Plan)	
	KAISER HMO Network Only (No coverage if outside Kaiser, except in emergency)	Pharmacy Benefit Manager (Aetna and MMOH) (MEDCO Drug Card) Network / Non-Network
Prescription Drug – Generic	\$ 5 Co-pay	\$ 5 Co-pay
Formulary	\$10 Co-pay	\$10 Co-pay
Non-Formulary	\$10 Co-pay	\$15 Co-pay
Contraceptives	Covered / \$5 Co-pay	Covered
Mail Order /Days Supply per prescription	90 Days	90 Days
Generic	\$ 5 Co-pay	\$10 Co-pay
Formulary	\$10 Co-pay	\$20 Co-pay
Non-Formulary	\$10 Co-pay	\$30 Co-pay

**Section 1.1. Dental Benefit Summary**  
**MetLife Insurance**

Description	Basic		Enhanced	
	In-Network	Out-of-Network	In-Network	Out-of-Network
<b>Deductible</b>	\$ 25 Individual / \$ 50 Family		\$ 25 Individual / \$ 50 Family	
<b>Calendar Year Maximum</b>	\$1,500 per person		\$1,000 per person	
	In-Network	Out-of-Network	In-Network	Out-of-Network
<b>Preventative</b> Oral Examinations – 2 per year Prophylaxis (cleanings) – 2 per year Topical Fluoride Applications – to age 19 annually Bitewing X-rays – 2 per year Full Mouth X-rays – once every 36 months Space Maintainers for children under 19	80% of PDP Fee*	80% of R&C Fee**	80% of PDP Fee*	80% of R&C Fee**
<b>Basic</b> Fillings, Simple Extractions, Endodontics, Oral Surgery, Periodontics, General Anesthesia, Consultations	80% of PDP Fee*	80% of R&C Fee**	80% of PDP Fee*	80% of R&C Fee**
<b>Major</b> Bridges and Dentures – once every 5 years Inlays, Onlays & Crowns – once every 5 years Prosthetics (Fixed) – once every 5 years Crown Build-ups Veneers, Hamuli Habit Appliance, Crown, Denture & Bridge Repair	80% of PDP Fee*	80% of R&C Fee**	80% of PDP Fee*	80% of R&C Fee**
<b>Orthodontics – Child Only</b> Dependents covered until age 19	20 % of PDP Fee*	20% of R&C Fee**	80% of PDP Fee*	80% of R&C Fee**
<b>Orthodontia Lifetime Maximum</b>	\$1,500 per person	\$1,500 per person	\$1,000 per person	\$1,000 per person

\* PDP Fee refers to the negotiated fees that participating PDP dentists have agreed to accept as payment in full. \*\* Reasonable and Customary charge is based on the lesser: (1) the dentist's actual charge (2) the dentist's actual charge for the same or similar services or (3) the usual charge of most dentists in the same geographical area for the same or similar service as determined by MetLife.

**Vision Insurance Benefits**

Spectera (United Optical Vision Plan) (Locals 279, 701, 777, 1199, non-union, CCAS & Administrators)	
Description	Employee Benefit/Co-pay
<b>Examination</b> One exam every 24 months for employees and dependents 19 years of age or older and once every 12 months for employees and dependents under age 19.	Exam \$0 Co-pay
<b>Lenses / Frames</b> One pair every 24 months for employees and dependents 19 years of age or older and once every 12 months for employees and dependents under age 19. Covered in full, including lens options such as tinted lenses and scratch-resistant coatings.	Single Vision \$45.00 Co-pay Standard Bifocals Standard Trifocals Lenticular or Aphakic Lens Frames on display
<b>Contact Lenses</b> One pair every 24 months for employees and dependents 19 years of age or older and once every 12 months for employees and dependents under age 19. In lieu of spectacle lenses and a frame, employees and dependents may choose contact lenses. Cosmetic and Medically Necessary contact lenses are covered in full (up to 4 boxes of disposable lenses.)	Contact lenses \$45.00 Co-pay
<b>Union Eye Care (Locals 244, 407, and Building Trades)</b>	
<b>Examination</b> One exam every 24 months for employees and dependents 19 years of age or older and once every 12 months for employees and dependents under age 19.	Regular spectacle exam: Full Coverage Contact lens exam: \$40.00 Allowance
<b>Lenses / Frames</b> One pair every 24 months for employees and dependents 19 years of age or older and one pair every 12 months for employees and dependents under age 19.	Single Vision Full Coverage Standard Bifocals Full Coverage Standard Trifocals Full Coverage Lenticular or Aphakic Lens Full Coverage Frames \$70.00 Allowance
<b>Contact Lenses</b> In lieu of frame and lenses, every 24 months for employees and dependents 19 years of age or older and every 12 months for employees and dependents under age 19.	\$100.00 Allowance
<b>Discounts</b> Discounts are given before your benefit is applied.	Frames 45%-50% off MSRP Lens products not listed 45% off retail MSRP Non prescription sunglasses 25% off retail MSRP Accessories 25% off retail MSRP Contact Lens Solution 25% off retail MSRP
<b>Fees for Lens Options</b> All fees are per pair.	Polycarbonate (polylite) Single Vision/ Multifocal \$25 / \$45 fee Scratch Resistant Coating \$14 fee Ultraviolet Absorptive Coating \$12 fee Solid Tint \$6 fee Gradient Tint \$10 fee Anti-Reflective Coating \$35 fee Photochromic (glass) Single Vision/ Bifocal \$15 / \$30 fee

When you are ready to use your benefit, simply call the Spectera/United Optical or Union Eye Care facility most convenient to you and make an appointment. Spectera/United Optical will request the employee's Social Security number and patient's date of birth to verify eligibility.

## Basic, Voluntary, Dependent and Portable Life Insurance Benefits Summary

Description	<b>ARTICLE XXXVIII Consumer (an MMQB subsidiary) Life Insurance Company</b>	
Basic Life Insurance	All eligible employees receive basic life insurance. The amount of coverage is based upon your position with the District.	
Late Enrollments or Increases in Coverage	If you do not enroll in Voluntary or Portable Life when you are first eligible as a new hire and wish to enroll at a later time or increase your amount during Open Enrollment, you will be required to complete an Evidence of Insurability Form. Premiums will be deducted from your paycheck beginning the month following approval by the insurance company.	
Enrolling in VOLUNTARY LIFE	You may purchase Voluntary Life in units. One (1) unit equals \$25,000. The maximum you may buy is six (6) units. The maximum life insurance volume that you may purchase is \$150,000.	
Employee Contributions for Voluntary Life Insurance	Age Schedule	Monthly Rate per \$25
	Under age 34	\$1.50
	35-39	1.75
	40-44	1.75
	45-49	2.75
	50-54	4.00
	55-59	6.25
	60-64	12.50
	65-69	18.50
	70 and over	26.75
Enrolling in PORTABLE LIFE	You may purchase Portable Life in units. One (1) unit equals \$10,000. The maximum you may buy is thirty (30) units. The maximum volume of insurance that you may purchase is \$300,000. You will be required to complete Evidence of Insurability.	
Employee Contributions for Insurance	Age Schedule	Monthly Rate per \$10
A) Portable Life	Under age 34	\$0.30
	35-39	0.40
	40-44	0.60
	45-49	1.00
	50-54	1.40
	55-59	2.40
	60-64	4.10
	65-69	6.40
	70 and over	10.00
Enrolling in DEPENDENT LIFE	(B) Option	(C) Option
A) INSURANCE	Spouse 5,000	Spouse 10,000
	Child(ren) 2,500	Child(ren) 5,000
	\$100 age 15 days to 6 mos	\$100 age 15 days to 6 mos
	\$2,500 age 6 months to 21	\$5,000 age 6 months to 21
	age 23 if a full time student	age 23 if a full time student
	<i>Option I monthly rate:</i>	<i>Option II monthly rate:</i>
	Family Unit	Family Unit
	Spouse Only 1.35	Spouse Only 3.50
	Child(ren) Only 0.40	Child(ren) Only 2.70
		Child(ren) Only 0.30
	Voluntary Insurance reduces by 50% at age 70 and terminates on retirement. If an employee is not actively at work on the date of any increase in benefits, the increase in coverage for that employee will not become effective until return to work.	

**Beneficiary Designation** – You can update your beneficiary data via the Internet during Open Enrollment. After Open Enrollment, beneficiary data can also be updated/changed at any other time by completing a beige Designation of Beneficiaries Card. Call Human Resources at (216) 574-8298 and request a new card.

If you have not named a specific beneficiary, your death benefit will be paid to your estate. Instead of making death payment to your estate, the insurance company has the right to make payment to the surviving family members in the following order: 1) Legal Spouse; 2) Child or Children; 3) Mother or Father; 4) Sisters or Brothers.

All covered services are subject to the conditions, exclusions, limitations, terms and provisions of Consumer Life Insurance Company.

## Employee Assistance Program (EAP)

The District recognizes that from time to time each of us may experience difficulties that we may be unable to handle on our own. Help is provided through our Employee Assistance Program at no charge to you. This program is managed by the Center for Families and Children. The name of the program is EASE@WORK.

Call us.... We can help.

216-241-EASE (3273) or 1-800-521-3273

**It is a confidential and voluntary employee assistance program provided free of charge to employees and their families.**

EASE@WORK provides short-term counseling, referral services for child care and elder care needs, and legal and financial assistance. Our goals are to help you identify your problems, find solutions and plan for the future.

We can assist you or your family members with any concerns, including:

*Marital Matters   Legal Difficulties   Anxiety & Depression  
Family Relationships   Elder Care Issues   Personal Problems,  
Work Problems   Child Care Needs   Stress*

## Flexible Spending Account

The Flexible Spending Account Plan details can be found at [www.healthscopebenefits.com](http://www.healthscopebenefits.com).

\* The Medical/Drug/Dental/Vision Spending Account is for un-reimbursed Medical, Drug, Dental or Vision expenses you incur for the calendar year. Deductibles, co-pays, above reasonable and customary or costs above plan limits are eligible.

\* The Dependent Care Spending Account helps you pay for child care costs or costs for the care of dependent adults unable to take care of themselves. *This account is NOT for reimbursement of medical/drug/dental/vision expenses.*

You decide how much to deposit. For the Medical/Drug/Dental/Vision Spending Account the minimum dollar amount is \$250.00 per calendar year and the maximum is \$10,000.00 per calendar year. For the Dependent Care Spending Account you are eligible to deposit up to \$5,000 per calendar year (married filing jointly), or \$2,500 if you are married and file separate income tax returns.

Reimbursements for Dependent Care expenses are subject to the following IRS requirements:

- ❖ The care must be necessary in order for you or your spouse (if married) to work or attend school full-time; or
- ❖ The amount to be reimbursed cannot be greater than your annual income or your spouse's annual income, whichever is lower; or
- ❖ If your spouse is a full-time student or is mentally or physically incapacitated, your spouse's assumed monthly income for reimbursement purposes is \$200 for one and \$400 for two or more eligible dependents.

The following rules apply:

If the dependent is a child:

- ❖ The child must be younger than 13;
- ❖ You must provide at least 50% of his/her financial responsibility;
- ❖ The care provider cannot be your dependent for tax purposes; and
- ❖ If the care is provided by a facility that cares for more than 6 children, the facility must be licensed.

If the dependent is an adult:

- ❖ The adult must be physically or mentally incapable of caring for

himself/herself;

- ❖ You must provide at least 50% of his/her financial support; and the adult must spend at least 8 hours each day in your household.

## Monthly Payroll Deductions

UNION/GROUP	CALENDAR YEAR 2011		
	Single	Family	Family* + Covered spouse
Full Time Employees (assigned a minimum of 19 hours per week)**			
KAISER HMO (includes prescription drug plan)	\$ 40.00	\$ 75.00	\$125.00
AETNA	\$ 40.00	\$ 75.00	\$125.00
MMO-SuperMed Plus PPO (includes prescription drug plan)	\$ 40.00	\$ 75.00	\$125.00
Basic Dental	\$ 0.00	\$ 0.00	\$0.00
Enhanced Dental	\$ 11.94	\$ 38.86	\$38.86
Vision - Union Eye Care LOCALS 244, 407 & Building Trades	\$ 0.00		\$0.00
Vision - Spectera LOCALS 279, 701, 771, 1199, non-union, CCAS & Administrators	\$0.00		\$0.00

\*NOTE: a spouse who is eligible and offered insurance with their employer and elects to be covered by CMSD plans will be charged an additional \$50.00 per month. This charge does not apply to Local 407 Spouses. \*\*Qualifying eligibility hours are based on District approved assignments and hours. Review your collective bargaining agreement for specific coverage and eligibility rules.



will be protected while they are working within physical restrictions. Additionally, job accommodation, alternate duties assignments and transitional work are meant to be temporary, not permanent work assignments.

#### Goals & Objectives

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

- Develop a plan to return injured employees to work safely and in a meaningful capacity, without risk of re-injury, aggravation of the injury, or risk to others.
- Ensure that managed return-to-work develops within the requirements of the American with Disabilities Act (ADA) and applicable state laws.
- Coordinate with Human Resources representatives.
- Create an effective process for monitoring injured employees from the date of injury or illness until the injury is resolved or the injured worker is maximum medically improved (MMI).
- Focus on what the employees can do, not on what he or she cannot do.
- Focus on what the temporary nature of the modified work assignment or job accommodation.
- Enlist the support and commitment of management, labor, and co-workers.
- Perform detailed job assessment/analysis for each job classification identifying the physical demands and requirements of each job, especially for jobs or classifications that have a high accident rate, to include:
  - (a) the essential and nonessential tasks,
  - (b) the tools, machines, and equipment used,
  - (c) posture requirements,
  - (d) height and weight of object to be lifted and/or moved,
  - (e) endurance factors, such as degree of strength and physical demands required.
- Develop detailed job descriptions (including essential and nonessential functions and physical requirements) to help medical care providers and medical care reviewers understand the physical and mental demands of each job.

#### Return to Work Options

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

Managed return to work options include job accommodation, temporary alternate or modified duty assignments, and transitional work. Positions identified for such assignments are not intended to replace vacant positions. Return to work positions are recognized as temporary, supplemental positions are not considered to be regular bid jobs or to become regular bid jobs. Such positions within Local 407's bargaining unit are intended for employees of that bargaining unit and not employees of any other bargaining unit unless specifically agreed to by the District and Local 407. Any placement outside of Local 407's bargaining unit of a Local 407 bargaining unit member shall require the approval of the District, the member, Local 407's President, or designee, and the President, or designee, of the union having jurisdiction regarding the potential placement.

Where there is a dispute between two (2) physicians concerning the release of an employee for transitional work, such two (2) physicians shall immediately select a third (3<sup>rd</sup>) neutral physician within seven (7) days, who shall possess the same qualification as the most qualified of the two (2) selecting physicians, whose opinion shall be final and binding on the Employer, the Union and the employee. In the event the availability of a qualified physician is in question, the Local Union and the Employer shall resolve the matter by selecting the third (3<sup>rd</sup>) physician whose opinion shall be final and binding. Disputes concerning the selection of the neutral physician or back wages shall be subject to the grievance procedure.

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

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

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

#### Coordinating with Treating Physician

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

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

program physician(s) may require follow-up medical evaluations.

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

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

Upon the program physician's determination that an injury requires the employee to be off work, wherein the employee reports said injury within twenty-four (24) hours of the incident of illness or injury, paid leave shall be granted by the District.

If the opinion of the employee's treating physician conflicts with that of the program physician and such opinion is presented to the District in five (5) work days of the program physician's evaluation, and if the physicians cannot agree after the consultation, the employee will be referred for a third opinion. A panel of occupational health specialists for third opinions shall be established by the Committee. The third opinion shall be determinative of the employee's injury pay status under the Contract and shall not be subject to further appeal or review. If the third opinion is consistent with the program physician's plan and the employee enters and later drops out of the plan, then the District can recoup injury wage continuation pay from the employee's sick time accumulation. If the employee does not have sufficient sick time balance, the District shall recoup the injury pay by reducing future sick leave earnings by one-half (1/2) until the injury pay is fully recouped.

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

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

#### Compensation

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

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

An injured employee will make every effort to schedule follow-up examinations and/or physical therapy during non-working hours. These appointments shall be coordinated with the District. If scheduling during non-work hours is not possible, an employee shall be given up to two (2) hours release time, if needed, for follow-up appointments and/or physical therapy appointments.

#### Permanent Restrictions/Disability

In the event that an employee cannot be returned to work due to permanent restrictions in his/her regular job or alternate position, or is applying for disability retirement, and if the employee has followed the wage continuation program, the District will continue wage continuation for a period of forty-five (45) days in addition to the two (2) years wage continuation for which the employee is eligible under Article 13 of the Collective Bargaining Agreement. Human Resources will continue to review the vacancy list every two (2) weeks for a position for which the employee would qualify. Where appropriate, if the employee qualifies for BWC rehabilitation, the District will cooperate with the BWC in allowing on-the-job training to help qualify the injured worker for a position.

#### APPENDIX E

#### SIDE LETTER OF AGREEMENT

Suspensions shall not count as absences or for calculating incentive bonus when reduced from vacation.

#### APPENDIX F

#### SIDE LETTER OF AGREEMENT

#### Regulations Regarding Student Investigations

These regulations become operative when:

1. A driver has been charged with a violation.
2. The violation could result in discipline.
3. The discipline is based exclusively or in part on student statements.
4. A "charge" is defined as written notice from Transportation Management to a driver that:
  - A. A violation has been committed.
  - B. Discipline could result
5. Student statements regarding driver conduct will contain a provision that the statement is accurate and was taken separately.
6. The District will provide statements of students to the Union as soon as the statements are available from Transportation Management. All such statements must comply with applicable state and federal student records laws.
7. If the Union makes a decision to arbitrate driver discipline and the District intends to use student statements in evidence, the Union shall prepare and issue a subpoena from the Arbitrator. Upon receipt of the subpoena, the District will supply student statements in their original form to the Union.

APPENDIX G

SIDE LETTER OF AGREEMENT

At the option of the employee, suspensions may be imposed by reducing vacation up to the maximum vacation accumulation or taking actual days of suspension.

APPENDIX H

SIDE LETTER OF AGREEMENT

Drug Testing

Employees will have the option to select one of two laboratories selected by the District, when urine is to be screened.

The Labor Management Committee will meet within ten (10) days to discuss the possibility of establishing split sample urine testing.

APPENDIX I

SIDE LETTER OF AGREEMENT

An employee that is placed on in-house suspension shall either be assigned to a bus as a bus attendant or assigned a compressed work schedule.

APPENDIX J

SIDE LETTER OF AGREEMENT

The District agrees to implement the agreed upon changes to the following work rules:

- (1) Call-in time (no points if call-in is at least 45 minutes prior to the start of the employee's, scheduled starting time)
- (2) Dollar value for a chargeable accident and length of suspensions

The District also agrees that it will continue to maintain its present work rules concerning combining Class II and attendance violations throughout t

APPENDIX K



**TRUCK DRIVERS UNION**  
LOCAL 407

*Affiliated with the International Brotherhood of Teamsters*

SIDE LETTER OF AGREEMENT

CLEVELAND MUNICIPAL SCHOOL DISTRICT & TRUCK DRIVERS UNION, LOCAL 407

3701 Bosworth Road  
Cleveland, Ohio 44111-6037  
Room #204  
(216) 688-0633

NEGOTIATED RANDOM DRUG TESTING POLICY AND CLARIFICATION OF DRUG & ALCOHOL TESTING PROVISIONS

Pursuant to the Drug Testing Policy contained in the collective bargaining agreement, the parties agree that the following provisions shall apply:

Employees may be randomly tested by the District, pursuant to, and consistent with, the federal DOT regulations.

Employees who test positive on a drug screen pursuant to a valid random, reasonable suspicion, post-accident or annual physical testing shall be taken out of service without pay, but with health care benefits, for the period of time necessary to complete items one (1) through three (3) enumerated below. Any employee taken out of service due to a valid, positive drug screen shall not be eligible to utilize any paid leave time for the first thirty (30) calendar days he/she is out of service.

- 1) The employee must participate in a drug/alcohol assessment through the District's EAP program;
- 2) The employee must comply with the recommendations of the assessment, including, but not limited to, the participation in a recognized drug/alcohol treatment program, costs to be paid through the employee's health insurance;
- 3) The employee shall be returned to work the earlier of;
  - a) his/her successful completion of the treatment program; or,
  - b) upon the release to return to work by the treating professional; and
  - c) upon obtaining medical clearance by a qualified physician;

OR

If no treatment is recommended, the employee shall be returned to work upon obtaining medical clearance by a qualified physician.

APPENDIX K Contd.

If an employee is out of work for more than thirty (30) calendar days for the purpose of compliance with these provisions, said employee shall be entitled to utilize any accrued, unused sick leave and vacation leave for all days beyond the first thirty (30) calendar days.

Upon returning to work, the employee may be randomly tested for a period of twenty-four (24) months. Employees shall not be randomly tested while on any approved leave. If a returning employee tests positive for drugs and/or alcohol within this twenty-four (24) month period, he/she shall be terminated without recourse to the grievance and arbitration provisions; provided that, the employee may utilize the grievance and arbitration provisions to challenge the validity of the testing procedures (e.g. contaminated sample, broken chain of command, etc.)

Signed this seventh day of August, 2001.

FOR THE DISTRICT:

Barbara Byrd-Bennett  
Barbara Byrd-Bennett

FOR LOCAL 407:

[Signature]

APPENDIX L

MEMORANDUM OF UNDERSTANDING

The District has notified Local 407 that due to its severe financial crisis, operational changes in the delivery of transportation services and changes in student transportation eligibility, a number of drivers and attendants will be laid off. There may be members of Local 407 who would not otherwise be subject to layoff due to seniority who may volunteer for layoff, thereby preserving a job for an individual otherwise scheduled for layoff.

Accordingly, the parties agree as follows:

1. Notwithstanding any contrary provision of the collective bargaining agreement, the parties agree that an individual not otherwise notified of a pending layoff may volunteer to be laid off.
2. Any such volunteer shall assume the status of a laid off individual and shall have only those rights granted to laid off employees under the agreement or any subsequent modification of the agreement.
3. A person volunteering to be laid off shall execute the attached letter.
4. An employee requesting a voluntary layoff shall remain on layoff status until recalled in accordance with the agreement and shall have no right to reinstatement other than as set forth in the agreement or any subsequent modification of the agreement.
5. Any laid off employee utilizing the Career Work Program Grant will have the opportunity to be recalled in accordance with his/her seniority.

Any laid off employee in a Career Work Program at the time of recall will have the opportunity to turn down recall until his/her program ends and remain in his/her recall seniority order until the program has been completed if the program prohibits compliance with the employee's anticipated work schedule and recall. Notification that the employee is turning down recall due to utilization of the Career Work Program must be given by the employee in accordance with new Article XX, Section 20.1(E). The notification from the employee should state the anticipated completion date of the program. The employee will not be considered for recall until after the stated completion date of the program. It is the employee's responsibility to notify the District in writing of any change in the anticipated completion date or any change in the employee's status in the program such as withdraw or termination of the program. An employee will be considered for recall prior to the stated completion date only if he/she has notified the District in writing of the change in date or status.

If an employee is recalled after completion of the program or withdraw or termination of the program, he/she must respond to such recall notice in accordance with new Article XX, Section 20.1(E).

For the Union

For the Board

MEMORANDUM OF UNDERSTANDING

Any laid off Employee utilizing Career Work Program Grant will have the opportunity to be recalled. If at any time the CBOE recalls any employee on the Career Work Program he/she must state their time of ending the program and be subject to recall at the end of the program.

Any laid off employee who's on Career Work Program at the time of recall will have the opportunity to turn down recall until his/her program ends and remain at the top of the recall seniority list until the program has been completed.

\_\_\_\_\_  
For The Union

\_\_\_\_\_  
For The Board

*Mickey Brown*  
Carol Hauser  
Executive Director of Human Resources  
Cleveland Municipal School District  
1380 East Sixth Street  
Cleveland, Ohio 44114

I hereby voluntarily and irrevocably request that I be placed on layoff status. I understand that my seniority may not subject me to a layoff at this time, but despite this, I knowingly and voluntarily request that I be placed on layoff status. I understand and acknowledge that if placed on such status, I will only have those rights granted laid off employees under the collective bargaining agreement and any modification of that agreement. I understand and acknowledge that there is no assurance of recall and that I will only be recalled to a position in accordance with the agreement.

Finally, I understand and agree that once accepted by the District, this request is irrevocable.

Very truly yours,

\_\_\_\_\_  
(Date)

APPENDIX M

MEMORANDUM OF UNDERSTANDING

This shall serve to further memorialize the established practice of the parties that, on an annual basis, the District and the Union shall meet to review and determine the need for one or more senior Union Stewards to work during the then upcoming summer performing solely Steward duties.

THE BOARD OF EDUCATION OF  
THE CLEVELAND MUNICIPAL  
SCHOOL DISTRICT

TRUCK DRIVERS UNION,  
LOCAL NO. 407, Affiliated with the  
International Brotherhood of Teamsters

By: *Mickey Brown*

By: *Frank Buehl*

Date: *9/7/05*

Date: *9/14/05*

★ Cleveland Metropolitan School District

Daniel Burns  
Chief Operating Officer

1380 East Sixth Street, Cleveland, OH 44115 • 216-574-8339 • Fax: 216-574-8120 • www.cmasd.net

Eugene T. W. Sanders, Ph.D.  
Chief Executive Officer

Board of Education  
Robert M. Heard, Sr  
Chair

Grady P. Burrows  
Vice Chair

Rashidah Abdulhaqq  
Lawrence W. Davis  
Louise P. Dempsey  
Flor M. Gomez  
Deneé H. Link  
Wilenna A. Millam  
Natalie Peterson

Ex Officio Members  
Dr. Michael Schwartz  
Dr. Jerry Sue Thornton

September 18, 2007

Kevin Tanski, Trustee & Business Representative  
Teamsters Truck Drivers Union Local 407  
3320 Superior Ave  
Cleveland Ohio, 44114-4123

RE: Bus Driver Recall

Mr. Tanski,

As we discussed and agreed in contract negotiations, as the District is in need of hiring more bus drivers, we will select from our laid off bus drivers based on seniority. Those with the highest seniority will be contacted first and offered the opportunity to interview with the District. If selected for an open bus driver position, the driver will be placed on a 30-day probationary period.

If you have any further questions or concerns in reference to this matter, please do not hesitate to contact me at 216-574-8339.

Thank you.

Daniel J. Burns

DJB/smg