



TENTATIVE AGREEMENT BETWEEN THE CITY, COUNTY AND WASTE PAPER DRIVERS UNION LOCAL 244, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AND THE BOARD OF EDUCATION OF THE

11-MED-01-0041 CLEVELAND MUNICIPAL SCHOOL DISTRICT

0473-11

K29172

12/27/2012 The Board's negotiating team and the City, County and Wastepaper Drivers Union

Local 244 affiliated with the International Brotherhood of Teamsters (herein Local 244) have reached a *Tentative* Successor Collective Bargaining Agreement to the Collective Bargaining Agreement entered into between the District and Local 244 in 2010 as follows:

1. 4.62% compensation reduction. The 4.62% compensation reduction agreed to in the 2010 Collective Bargaining Agreement between the District and Local 244 will be **rescinded**;
2. Compensation. Compensation rates effective July 1, 2008, shall be reduced by 5% effective beginning the fiscal year July 1, 2011 through June 30, 2012. Compensation rates for the fiscal year July 1, 2012 through July 1, 2013 shall remain unchanged with a zero percent change;
3. Compensation Table. Appendix A will be amended to reflect compensation rates for July 1, 2011 through 2012 and July 1, 2012 through June 30, 2013 as follows:

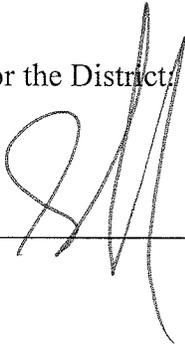
Fiscal Year	<u>7/1/11</u>	<u>7/1/12</u>
Truck drivers	\$15.86	\$15.86
Furniture Crew	\$16.47	\$16.47
4. Longevity pay. Effective July 1, 2011, there will be no new longevity pay differential for any employee. Longevity pay differentials for existing employees will remain at their current rate(s);
5. Overtime. Overtime premium pay will be paid at the rate of time and one-half (1-1/2) their regular rate of pay for all hours worked in excess of forty (40) hours in any one workweek, or for all hours worked in excess of eight (8) hours in any continuous twenty-four (24) hour period, beginning with the commencement of the employee's shift. Employees shall receive time and one-half (1-1/2) their regular rate of pay for all hours worked on Saturday and time and one-half (1-1/2) their regular rate of pay for all hours worked on Sunday. The District shall be the sole judge of the necessity of overtime. There shall be no pyramiding of overtime

6. Employee health care contributions. Effective September 1, 2011, employees will pay ten (10) percent of the respective annual fully insured premium (if any) or the actuarial equivalent rates. All employee contributions will be made by payroll deduction with the annual cost of health care benefits and dental benefits, charged equally from 26 pay periods. Spousal coverage will remain the same and will be proportionately deducted from 26 pay periods. Employee payroll deductions for health care and dental care contributions beginning September 1, 2011 for the remainder of the 2011 calendar year will be as follows:

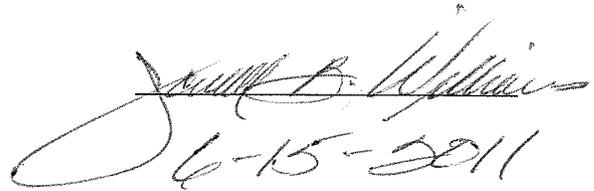
	<u>Single</u>	<u>Family</u>
Aetna	20.80	54.09
Kaiser	22.89	60.81
MMO Super Med Plus PPO	21.93	54.82
Basic Dental	.55	1.52
Enhanced Dental	1.04	3.12

7. Duration. The duration of this Agreement shall be from July 1, 2011 through June 30, 2013.

For the District:



For Local 244:


6-15-2011

AGREEMENT

Between the

BOARD OF EDUCATION
of the
CLEVELAND CITY SCHOOL DISTRICT

and the

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

Effective July 1, 2011, through June 30, 2013

TABLE OF CONTENTS

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

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

ARTICLE 1

PURPOSE

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

ARTICLE 2

RECOGNITION

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

ARTICLE 3

NON-DISCRIMINATION

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

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

ARTICLE 4

DUES DEDUCTION

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

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

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

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

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

ARTICLE 5

MANAGEMENT RIGHTS

The Cleveland Metropolitan School District shall have the sole and exclusive right to control all functions, operations and set all policies regarding the Cleveland Schools, including, but not limited to, the sole and exclusive right to:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology and organizational structure;
- B. Direct, supervise, evaluate or hire employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote or discharge for just cause or lay off, transfer, assign, schedule, promote or retain employees;
- F. Determine the adequacy of the work force;

- G. Determine the overall mission of the employer as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the public employer as a governmental unit.

ARTICLE 6

NO STRIKE

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

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

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

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

ARTICLE 7

BULLETIN BOARDS

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

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

ARTICLE 8

UNION REPRESENTATION

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

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

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

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

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

ARTICLE 9

DISCIPLINE

A. In the event that an employee is suspended or discharged, he will be advised of his right to have his union steward present, and upon request, will be permitted to discuss his suspension or discharge with the steward in an area made available by the District before being required to leave the premises. An employee who is suspended or discharged shall be mailed a written notice within 72 hours stating the reasons for whatever disciplinary action has been taken. Notices of Suspension or Discharge may be hand-delivered on the District's premises with a copy being sent to the Union. A copy of said notice shall also be provided to the employee's local union steward within 72 hours.

B. The District shall not consider, as a basis of progressive discipline, any reprimand, suspension, or other disciplinary action which occurred more than two (2) years previous, with the exception of sexual harassment, assault, or other similar acts.

ARTICLE 10

GRIEVANCE PROCEDURE

A. It is mutually understood that the prompt presentation, adjustment and/or answering of grievances is desirable in the interest of sound relations between the employees and the District. The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of the representatives of each party to protect and preserve the Grievance Procedure as an orderly means of resolving grievances.

B. A grievance is a dispute or difference between the District and Union or between the District and an employee, concerning the interpretation and/or application of and/or compliance with any provision of this Agreement including all disciplinary actions, and when any such grievances arise, the following procedure shall be observed:

STEP ONE: The Union Steward, solely on behalf of the aggrieved employee or employees, shall present the grievance in writing to the employee's Supervisor within five (5) working days after the employee has knowledge of the event upon which his grievance is based. The grievance shall be signed by the employee and his steward, and

the employee's immediate Supervisor shall sign and date the grievance form. The Supervisor shall give a written answer to the steward within four (4) working days after the meeting.

STEP TWO: If the grievance is unsatisfactorily settled in Step One, the Union may appeal the grievance in writing within five (5) working days after receipt of the Step One answer to the Director of Food Service or appropriate supervisor. The Director of Food Service or appropriate supervisor shall meet with the Steward within three (3) working days after the grievance has been filed in an attempt to adjust the grievance. Within three (3) working days after the Step Two meeting, the Director of Food Service shall give a written answer to the Union Steward.

STEP THREE: If the grievance is unsatisfactorily settled in Step Two, the Union may appeal the grievance to the Deputy Chief of Human Resources or designee within seven (7) working days after the Step Two answer. The Deputy Chief of Human Resources or designee and the Union shall mutually agree to a Third Step meeting which in no event shall commence later than fourteen (14) working days after the appeal of the Step Two answer. Within ten (10) working days after the Step Three meeting, the Deputy Chief of Human Resources or designee shall give a written answer to the Union Steward.

STEP FOUR: If the grievance is not satisfactorily settled at Step Three, the Union may, within thirty (30) calendar days after receipt of the Step Three answer, submit the matter to arbitration. The Union shall notify the Federal Mediation and Conciliation Service and the District simultaneously of its intent to appeal the grievance to arbitration. Upon written notice of the Union's intent to arbitrate a grievance, the Federal Mediation and Conciliation Service shall submit a panel of seven (7) arbitrators to each party and the arbitrators will be chosen in accordance with the application rules and regulations. Either party may request a second panel if an arbitrator cannot be agreed upon from the first panel. If an arbitrator cannot be selected from the second panel, the parties will request a third panel from FMCS. An arbitrator shall be selected from the third panel in accordance with FMCS procedure. The parties agree that if an arbitrator is not selected from the first panel, that they will take all steps necessary to expedite selection of an

arbitrator. The fees and expenses of the arbitrators shall be borne equally by the parties. Arbitration hearings shall be held at mutually desirable locations.

C. In the event a grievance goes to arbitration, the arbitrator shall have jurisdiction only over disputes arising out of grievances and in reaching his decision, the arbitrator shall have no authority to make any decision contrary to the law and/or to add or subtract from or modify in any way the provisions of this Agreement.

D. The Grievance Procedure set forth herein shall be the exclusive method of reviewing and settling disputes between the District and the Union on behalf of employees. All decisions of arbitrators and all pre-arbitration grievance settlements reached by the Union and District shall be final and binding on the District, the Union and the employees. A grievance may be withdrawn by the Union at any time during steps 1, 2, 3 or 4 of the Grievance Procedure.

E. Time limits set forth in a Grievance Procedure shall, unless extended by mutual written agreement of the District and the Union, be binding on both parties. The failure of the District to comply with any time limit herein means that the Union may automatically process the grievance to the next step of the grievance procedure. Failure of the Union to comply with any time limits herein will result in the automatic dismissal of the grievance. Working days as provided in the Grievance Procedure shall not include Saturday, Sundays or holidays. It is understood that there shall be written acknowledgment noting the time and date the Union and the District received the grievance in each respective step during the Grievance Procedure. All withdrawals of grievances by the Union shall be in writing with a copy being sent to the Director of Food Service or appropriate supervisor.

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

ARTICLE 11

PROBATIONARY PERIOD

A. New employees shall be considered to be on probation for a period of one hundred twenty (120) working days, and during such probationary period, the District shall have sole discretion to discipline or discharge such employees, and such actions during this period

cannot be reviewed through the Grievance Procedure or through the Cleveland Civil Service Commission.

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

ARTICLE 12

SENIORITY

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

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

Seniority shall be broken when an employee:

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

ARTICLE 13

ROUTE ASSIGNMENT

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

ARTICLE 14

HOURS OF THE WEEK

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

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

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

ARTICLE 15

OVERTIME - PREMIUM PAY

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

ARTICLE 16

TEN AND TWELVE-MONTH POSITIONS

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

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

2. Twelve month employees employed prior to July 1, 2007 will be "red circled" for as long as they are employees in their current position.
3. Twelve month employees hired prior to July 1, 2007 eligible for recall to existing positions shall be eligible for a "red circled" or a 12-month position subject to the 12-month conditions.
4. Effective July 1, 2007 the hourly rate for drivers shall be \$16.20 and the hourly rate for truck drivers (furniture crew) shall be \$16.83. A schedule of future contingent rates is listed in Appendix A attached hereto and incorporated by reference.
5. Both the 10-month and 12-month positions will be for 8 hours per day.
6. Subject to Article 14, the standard workweek for both the 10-month and 12-month positions shall be 40 hours per week.
7. Subject to Article 14, the standard work year for ten (10) month employees shall be the regular school year with start and end days determined by the District.
8. Ten (10) paid holidays shall be granted to twelve month (12) employees providing the employee works the day before and the day after the holiday. Those holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Veteran's Day, Thanksgiving Day and the following Friday, and Christmas Day. Ten month employees shall be granted nine (9) paid holidays and shall not be entitled to holiday pay for Independence Day.
9. The 12-month position will include the regular school year unless deemed essential longer by the District.
10. The annual pay will be paid over the 26-pay option.
11. Employees in both the 10-month and 12-month positions will only be eligible for the Kaiser medical insurance plan with applicable co-pay options as other 10-month and 12-month positions in the District.
12. Sick Leave will be accrued at the rate of 1.25 days per month.
13. Vacation will be granted at the contract rate on a prorated basis as for other bargaining unit employees hired after September, 1987. The use of vacation days by twelve month employees shall not be allowed on days when students or teachers are in attendance. Vacation days may be used by twelve month employees during winter and/or spring break to maintain compensation continuity. Vacation days not used by twelve month employees during the fiscal year (July 1 through June 30) shall not be

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

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

ARTICLE 17

SICK LEAVE

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

B. Unused sick leave shall be cumulative without limitation.

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

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

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

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

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

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

ARTICLE 18

ASSAULT LEAVE AND TRANSITIONAL WORK PROGRAM

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

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

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

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

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

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

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

ARTICLE 19

SPECIAL PRIVILEGE LEAVE

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

These shall include:

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

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

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

D. Unrestricted Special Privilege Leave.

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

- 3) Other than as an emergency, Unrestricted Special Privilege Leave days shall not require approval, explanation, or documentation; however, no two (2) drivers shall be granted Unrestricted Special Privilege Leave for the same day. Approval shall be on a "first come" basis.
- 4) This leave shall not need justification or explanation by the employee but the applicant will give five (5) days notice except in emergency. Written notice must be on file in the payroll office before pay for that day is granted.
- 5) Unused Unrestricted Special Privilege Leave days shall roll-in to accumulated Sick Leave.

ARTICLE 20

SEVERANCE

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

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

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

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

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

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

ARTICLE 21

REDUCTION IN WORK FORCE OR LAYOFFS

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

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

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

(C) A person on layoff shall maintain his recall rights for a period of two (2) years from the date of layoff.

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

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

ARTICLE 22

HOLIDAYS

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

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

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

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

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

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

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

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

ARTICLE 23

VACATION

Twelve (12) Month Employees

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

SERVICE VACATION EARNED FOR EACH MONTH OF SERVICE

Less than 4 years	1.25 days (12 months - 15 days)
From 4 - 12 years	1.83 days (12 months - 22 days)
From 12 - 15 years	1.92 days (12 months - 23 days)
From 15 - 16 years	2.00 days (12 months - 24 days)
Beyond 16 years	2.08 days (12 months - 25 days)

Twelve (12) Month Employees

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

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

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

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

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

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

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

H. The vacation pay for ten month employees shall be paid in accordance with established District practices as modified from time to time. Ten month employees shall not be entitled to actual scheduled vacation time off.

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

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

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

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

ARTICLE 24

SEVERANCE PAY & DEFERRAL PLAN

A. Notwithstanding anything in District policies to the contrary, in accordance with this labor contract and any related provisions of a plan document adopted by the District to comply with the requirements of Internal Revenue Code ("IRC") Section 403(b), retiring employees shall have their severance pay mandatorily paid into an annuity contract or custodial account that is designated to meet the tax-qualification requirements of IRC Section 403(b) ("Tax Sheltered Annuity" [TSA]), hereinafter referred to as the "403(b) Plan". The provisions of this Article are effective for all employees whose effective date of retirement is after July 1, 2007.

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

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

- 1) Any severance pay that is payable to a retiring bargaining unit employee under Article 20; and
- 2) Upon agreement of the parties, any payment made to an employee pursuant to an early separation plan, should such a plan be offered at any time within the duration of this labor contract.

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

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

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

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

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

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

G. If a bargaining unit employee is entitled to Severance Pay and is not required to be a Participant in the 403(b) Plan, the bargaining unit member's Severance Pay shall be payable to the bargaining unit employee in a lump sum cash payment by a date selected by the Chief Financial Officer (CFO) that is not later than 2-1/2 months after the last day of the bargaining unit 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 244 guarantee any tax results associated with the 403(b) Plan or deferrals to a TSA or Section 457 Plan, or cash payments made to a bargaining unit employee.

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

ARTICLE 25

HEALTH AND INSURANCE BENEFITS

Section 1. Eligibility. All bargaining unit members employed prior to December 1, 1996, who work between 19 and 30 hours per week will be eligible for health insurance coverage (and are eligible for dental and vision care benefits) on the same terms as full-time employees. Such employees hired after January 1, 1997, shall be eligible for Kaiser only.

Section 2. Working Spouse Insurance Coverage.

- 1) Effective January 1, 2012, and except as provided below, if a bargaining unit member enrolls his/her spouse in the District's health insurance program and that spouse is eligible to participate (either as a current employee or retiree) in group health insurance sponsored by his/her employer or retirement plan, the bargaining unit member shall pay a contribution of \$50.00 per month in addition to the employee monthly contribution for family coverage set forth in Section 2 below.
- 2) Upon the spouse's enrollment in his/her employer's healthcare plan or retirement plan, that plan will provide primary coverage for the spouse and the District's plan will provide secondary coverage so long as the bargaining unit member is enrolled in the District family coverage, and the amount set forth in subsection 1 will not apply.
- 3) During the open enrollment period, every bargaining unit member who has family coverage which includes a spouse who participates in the District's group health insurance coverage and/or prescription drug

insurance coverage shall complete and submit to the District a written declaration verifying whether his/her spouse is eligible to and shall participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer or retirement plan provider, effective not later than January 1, 2012.

- 4) Any bargaining unit member whose spouse becomes eligible for any employer/retirement plan sponsored coverage after the open enrollment period shall notify the District within thirty days.
- 5) If a member submits false information about his/her spouse or fails to timely notify the District of a change in the spouse's eligibility for employer or retirement plan sponsored group health and/or prescription drug insurance coverage, the member may be subject to disciplinary action up to and including termination. In addition, the bargaining unit member shall be personally liable to the District for reimbursement of the costs of benefits and expenses. The bargaining unit member's spouse shall also be immediately terminated from the District's group health insurance and/or prescription drug insurance coverage. Any action taken pursuant to this section shall be subject to Articles 9 and 10.
- 6) Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer or retirement plan provider, (unless the bargaining unit member enrolls the spouse in the District's plan and pays the \$50.00 monthly contribution as set forth above), as otherwise required by this section, shall be ineligible for benefits under the group insurance coverage sponsored by the District.
- 7) Any bargaining unit member whose spouse is a retired District employee with at least ten 10 years of full-time service with District and whose spouse is eligible for STRS or SERS health care and/or prescription benefits may elect to cover the spouse as primary. The retired spouse does not have to enroll in the STRS or the SERS health care and/or prescription plan. However, if the retired spouse should become employed, and such employer offers group healthcare insurance, then that spouse and District employee are required to comply with Subsections 1-6 above.

Section 3. Medical Benefits.

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

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

Effective September 2011, employees who enroll in either single or family coverage, (HDHP) will pay ten (10) percent of the respective annual fully insured premium (if any) or the actuarial equivalent rates. All employee contributions will be made by payroll deduction with the annual cost of health care benefits charged equally from 26 pay periods. Employee payroll deductions for the 2011 calendar year are as follows:

2)

	<u>Single</u>	<u>Family</u>
Aetna	20.80	54.09
Kaiser	22.89	60.81
MMO Super Med Plus PPO	21.93	54.82

3. 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.

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

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

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

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

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

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

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

Section 5. Dental Plan. (See Appendix E) The deductibles and maximums apply on a calendar year basis. All eligible employees will be covered by a dental program administered through a provider mutually agreeable to the parties. The District will pay 90 % of the cost of this program. The deductibles and maximums apply on a calendar year basis.

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

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

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

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

D. Continued Coverage.

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

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

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

ARTICLE 26

WAGES

A. Compensation rates effective July 1, 2008, shall be reduced by 5% effective beginning the fiscal year July 1, 2011 through June 30, 2012. Compensation rates for the fiscal year July 1, 2012 through July 1, 2013 shall remain unchanged from those in the fiscal year July 1, 2012 through June 30, 2013.

ARTICLE 27

SCHOOL EMPLOYEES RETIREMENT SYSTEM (SERS) PAYMENT

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

ARTICLE 28

LEGALITY

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

ARTICLE 29

WORKING OUT OF CLASSIFICATION

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

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

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

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

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

ARTICLE 30

EMPLOYEE SELECTION

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

ARTICLE 31

MILITARY SERVICE

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

ARTICLE 32

JURY DUTY PAY - COURT TIME PAY

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

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

ARTICLE 33

EXAMINATIONS

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

Section 2.

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

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

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

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

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

ARTICLE 34

REVIEW OF PERSONNEL FOLDER

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

ARTICLE 35

EQUIPMENT AND SAFETY

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

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

ARTICLE 36

DRIVING RECORD AND DRIVER INSURABILITY

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

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

ARTICLE 37

DURATION

The duration of this Agreement shall be from July 1, 2011 through June 30, 2013.

By: _____

Its: _____

Dated: _____

APPENDIX A
CLEVELAND METROPOLITAN SCHOOL DISTRICT
BOARD OF EDUCATION

PAYMENT SCHEDULE

	<u>7/1/11</u>	<u>7/1/12</u>
Truck Drivers	\$15.86	\$15.86
Furniture Crew	\$16.47	\$16.47

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

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

FOR THE UNION

FOR THE BOARD

By: _____

By: _____

Its: _____

Its: _____

Dated: _____

Dated: _____

APPROVED BY:

CLEVELAND MUNICIPAL SCHOOL
DISTRICT

By: Denise W. Gunk

Its: _____

Dated: _____

CEO

SMM

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

By: James B. Walker

Its: PRESIDENT

Dated: 6-22-2011

By: _____

Its: _____

Dated: _____

APPENDIX B

ATTENDANCE POLICY

Section 1. Application

The District shall apply this attendance policy uniformly to all Local 244 members.

This attendance policy supersedes all prior attendance policies applicable to Local 244 members. The District agrees that an incident resulting in discipline under this policy cannot be used as a basis for discipline by the District under any other District (or District departmental) policies, procedures, rules or regulations.

This attendance policy shall begin to be applied July 1, 2007 with the first look back period ending no later than October 1, 2007, for absence abuse. The District shall not use any absences, AWOL or tardiness occurring prior to July 1, 2007 as a basis for implementing discipline under this Article. The District shall not apply this policy retroactively and all members shall begin with a clean slate.

Nothing within this Article will prevent an employee from challenging under Article 17 action or discipline against him/her for absence, AWOL or tardiness.

An employee disciplined under the Absence Abuse Policy may not be disciplined under the AWOL Abuse policy (or AWOL Resignation) or the Tardiness Control Policy for the same infraction; an employee disciplined under the AWOL Abuse policy (or AWOL Resignation) may not be disciplined under the Absence Abuse Policy or the Tardiness Control Policy for the same infraction; and, an employee disciplined under the Tardiness Control Policy may not be disciplined under the AWOL Abuse Policy (or AWOL Resignation) or the Absence Abuse Policy for the same infraction.

Section 2. Definitions

An absence occurrence is defined as any *unexcused absence*, including a single day or any part thereof.

A tardiness occurrence is defined as each time an employee is tardy.

A look back period is defined as any rolling ninety (90) calendar days.

An excused absence is defined as an absence that qualifies for (i) sick leave under Article 17; (ii) Family Medical Leave; or (iii) assault leave or is an otherwise documented medical

absence. An *excused absence* also includes any vacation leave, funeral leave, jury duty, special privilege or other documented leave so long as the leave was approved by the District.

An *unexcused absence* is defined as any undocumented day or any part thereof an employee is not on an *excused absence* pursuant to Article 17. At any hearing under this policy, the employee has the right to bring his/her documentation evidencing excused absences, including physician's certification under Article 17.

A *pattern of absence* shall include *unexcused absences* occurring (i) repetitively before or after vacation and/or personal leave; (ii) repetitively before or after weekends or holidays; (iii) repetitively immediately before or after paydays; (iv) repetitively when difficult jobs or assignments are scheduled; (v) repetitively during certain times of the month/year which causes operational needs to suffer.

A designee for the Department, Director under this policy may only be a District employee who is not a member of any union.

ABSENCE ABUSE POLICY

- A. It is the Policy of the Cleveland Metropolitan School District to review employee attendance on a periodic basis, but no less than every three (3) months.
- B. District employees accrue fifteen (15) days of sick leave per year, and three (3) days of Special Privilege Leave.
- C. The initial basis for review for possible disciplinary action under the Absence Abuse Policy shall be where District records show that the employee has *absence occurrences* totaling more than thirty (30) hours within a *look back period*, or where an employee exhibits a pattern of absence within any time period.
- D. An employee who fails to adhere to the attendance requirements is subject to progressive discipline as detailed in the schedule of progressive discipline described in this policy. For the purpose of this Absence Abuse Policy, a one (1) year rule applies. For example, if an employee's previous discipline was within a one (1) year time period, the employee will progress to the next step of the Progressive Discipline Schedule. Violations of more than one (1) year at the time of discipline will not be used by the District to determine the appropriate progressive discipline.

Example: If an employee is first placed on the absence abuse list on 7/01/07, and has another infraction on 9/08/07, the date of the last infraction (9/08/07) begins the one-year time-frame for application of the Absence Abuse Policy. For example, an employee receives a written warning under the policy on 9/01/07. A one day suspension for violation of the policy on 12/01/07. On 9/02/08, the employee once again violates the policy. The next step of discipline will be a five day suspension. Accordingly, the 9/02/08 infraction continues the progressive discipline as outlined under the policy for

the next 12 months. However, if an employee completes one year with no new infraction of the attendance policy, s/he shall be removed from the absence abuse list.

- E. When the District grants an employee an approved leave of absence, the time between the effective date of the approved leave of absence and the effective date of the employee's approved return to duty will not be considered in computing the one-year period described above.
- F. The employee is responsible for monitoring his/her own attendance and absences. However, the District will notify the employee in writing where the employee has missed more than thirty (30) hours of employment within a *look back period* and that further *absence occurrences* may subject the employee to progressive discipline.

PROGRESSIVE DISCIPLINE

1. The following six progressive steps will be preceded by a pre-disciplinary hearing. The employee will be notified in writing by the District as to the date and time of such hearing in accordance with Article 9 and said employee may request the presence of a union representative at the hearing.
2.
 - a. **STEP ONE: VERBAL WARNING.**
When an employee accumulates more than thirty (30) hours *absence occurrence* or a *pattern of absence* within a *look back period*, the employee will be placed in the Absence Abuse Program at Step One and receive a verbal warning. The Department Director or designee will issue and memorialize the verbal warning to the employee and inform the employee that the next *absence occurrence* within a twelve-month period will result in the issuance of a written warning.
 - b. **STEP TWO: WRITTEN WARNING.**
Following receipt of a verbal warning issued at Step One, when an employee incurs an additional *absence occurrence* within a twelve-month period, the employee will receive a written warning. The Department Director or designee will issue the written warning to the employee and inform the employee that the next *absence occurrence* within a twelve-month period will result in the issuance of a one (1) day suspension, without pay.
 - c. **STEP THREE: ONE (1) DAY SUSPENSION WITHOUT PAY.**
Following receipt of a written warning issued at Step Two, when an employee incurs an additional absence occurrence within a twelve-month period, the employee will receive a one (1) day suspension, without pay. The accompanying letter of suspension will include the warning that the next absence occurrence within a twelve-month period will result in the issuance of a five (5) day suspension, without pay.

- d. **STEP FOUR: FIVE (5) DAY SUSPENSION WITHOUT PAY.**
Following receipt of a one (1) day suspension, without pay, issued at Step Three, when an employee incurs an additional *absence occurrence* within a twelve-month period the employee will receive a five (5) day suspension, without pay. The accompanying letter of suspension will include the warning that the next *absence occurrence* within a twelve-month period will result in the issuance of a ten (10) day suspension, without pay.
- e. **STEP FIVE: TEN (10) DAY SUSPENSION WITHOUT PAY.**
Following receipt of a five (5) day suspension, without pay, issued at Step Four, when an employee incurs an additional *absence occurrence* within a twelve-month period, the employee will receive a ten (10) day suspension, without pay. The accompanying letter of suspension will include the warning that the next *absence occurrence* within a twelve-month period will result in the termination of employment.
- f. **STEP SIX: TERMINATION.**
If after receiving a verbal warning, written warning, the one day suspension, the five day suspension, and the ten day suspension as outlined above, the employee has incurred an additional *absence occurrence* within a twelve-month period the employee will be terminated.

It will be the responsibility of the Department Director, or his/her designee, to review and monitor the employee time records for compliance with the Absence Abuse Policy.

ABSENCE WITHOUT LEAVE (AWOL) ABUSE PROGRAM

District employees are responsible for reporting to work at their regularly scheduled times. If an employee is unable to report to work due to illness or for any other emergency or circumstances beyond the employee's control, the employee must, directly or indirectly, inform his or her Department Supervisor and/or radio dispatch no more than one (1) hour after the start of work, unless the emergency incapacitated the employee.

Employees who do not report to work and do not provide acceptable notice as described above will be considered AWOL.

In addition to failing to report to work or providing acceptable notice as outlined above, an employee will also be considered AWOL, if he or she leaves his or her worksite before the end of the shift or workday or for scheduled breaks, without the approval of his or her Supervisor.

The reason for absence will be noted AWOL and the employee will not receive pay for this period.

An employee will be considered absent without leave (AWOL) under the following circumstances and subject to progressive discipline as outlined below:

- a. any tardiness of more than one (1) hour at the beginning of the scheduled starting time;
- b. any tardiness of more than fifteen (15) minutes returning from lunch;
or
- c. any tardiness of more than ten (10) minutes returning from break

An employee who commits AWOL violations is subject to progressive discipline as detailed in the schedule of progressive discipline described in this policy. For the purpose of this AWOL Abuse Program a one (1) year rule applies. For example, if an employee's previous discipline was within a one (1) year time period, the employee will progress to the next step of the Progressive Discipline Schedule. Violations of more than one (1) year at the time of discipline will not be used by the District to determine the appropriate progressive discipline.

Example: If an employee is first placed on the AWOL list on 7/01/07, and has another infraction on 9/08/07, the date of the last infraction (9/08/07) begins the one-year time-frame for application of the AWOL policy. For example, an employee receives a one day suspension under the policy on 9/01/07. A five day suspension for violation of the policy on 12/01/07. On 9/02/08, the employee once again violates the policy. The next step of discipline will be a ten day suspension. Accordingly, the 9/02/08 infraction continues the progressive discipline as outlined under the policy for the next 12 months. However, if an employee completes one year with no new infraction of the AWOL policy, s/he shall be removed from the AWOL list.

PROGRESSIVE DISCIPLINE

1. The following four progressive steps will be preceded by a pre-disciplinary hearing. The employee will be notified in writing by the District as to the date and time of such hearing in accordance with Article 9, and if applicable, said employee may request the presence of a union representative at the hearing.
2.
 - a. **STEP ONE: ONE (1) DAY SUSPENSION WITHOUT PAY.**
When an employee has been AWOL in a pay period, the employee will be placed in the AWOL Abuse Program at Step One and receive one (1) day suspension without pay. The Department Director or designee will issue the one-day suspension to the employee and inform the employee in writing that the next AWOL occurrence within a twelve-month period will result in the issuance of a five (5) day suspension without pay.
 - b. **STEP TWO: FIVE (5) DAY SUSPENSION WITHOUT PAY.**
Following receipt of a one-day suspension issued at Step One, when an employee incurs an additional AWOL occurrence within a twelve-month period, the employee will receive a five (5) day

suspension without pay. The Department Director or designee will issue the five-day suspension to the employee and inform the employee in writing that the next AWOL occurrence within a twelve-month period will result in the issuance of a ten day suspension, without pay.

c. **STEP THREE: TEN (10) DAY SUSPENSION WITHOUT PAY.**

Following receipt of a five-day suspension issued at Step Two, when an employee incurs an additional AWOL occurrence within a twelve-month period, the employee will receive a ten (10) day suspension, without pay. The accompanying letter of suspension will include the warning that the next AWOL occurrence within a twelve-month period will result in termination of employment

d. **STEP FOUR TERMINATION.**

If after receiving the one day suspension, the five day suspension, and the ten day suspension outlined above, and the employee has incurred an additional AWOL occurrence within a twelve-month period, the employee will be terminated.

A.W.O.L. Resignation

Employees who are AWOL for ten (10) consecutive scheduled workdays may be deemed AWOL resigned. The employee must be notified of such a determination in person or by certified mail to his or her last known address. The affected employee must contact his or her supervisor and Human Resources in writing within two (2) weeks of said notification, to explain the failure to report to work.

If the employee fails to supply a satisfactory explanation, as determined by the Deputy Chief of Human Resources, within two (2) weeks of the date of the letter, he or she shall be deemed AWOL resigned, and scheduled for a termination hearing.

Deeming an employee AWOL resigned does not preclude any employee's right to a termination hearing under the terms of the collective bargaining agreement or preclude the employee from grieving the District's decision to terminate the employee.

TARDINESS CONTROL POLICY

A. Definition

For the purpose of this policy, tardiness is defined as:

1. Being late to work at the beginning of the scheduled starting time;
2. Being late to work returning from lunch (if applicable);
3. Being late to work returning from break (if applicable);
4. Any other unauthorized nonappearance.

Under the Tardiness Control Policy, a “tardiness occurrence” is defined as each time the employee is tardy in a pay period.

B. Policy

1. Employees are expected to work a full shift. Any employee who is tardy is subject to being docked for every minute tardy. The District has no provision for make-up time. Whenever an employee is tardy from work as outlined herein, the employee will not be permitted to work beyond the end of his or her scheduled shift, solely for the purpose of restoring lost time.
2. An employee who is tardy at least three (3) times in a pay period will be placed in the Tardiness Control Policy. Thereafter, each time the employee is tardy in a pay period, the employee will be progressed to the next step in the program. All employee tardy records will be reviewed at the end of each pay period.
3. An employee who fails to adhere to the Tardiness Control Policy is subject to progressive discipline as detailed in the schedule of progressive discipline described in this policy. For the purpose of this Tardiness Control Policy, a nine (9) month rule applies.

Example: If an employee is first placed on the tardiness abuse list on 7/01/07, and has another infraction on 9/08/07, the date of the last infraction (9/08/07) begins the nine (9) month time-frame for application of the Tardiness Abuse Policy. For example, an employee receives a written warning under the policy on 9/01/07. A one day suspension for violation of the policy on 12/01/07. On 6/02/08, the employee once again violates the policy. The next step of discipline will be a three day suspension. Accordingly, the 6/02/08 infraction continues the progressive discipline as outlined under this policy for the next 9 months. However, if an employee completes nine (9) months with no new infraction of the Tardiness Abuse Policy, s/he shall be removed from the tardiness abuse list.

PROGRESSIVE DISCIPLINE

The following seven progressive steps will be preceded by a pre-disciplinary hearing. The employee will be notified in writing by the District as to the date and time of such hearing in accordance with Article 9, and if applicable, said employee may request the presence of a union representative at the hearing.

- a. **STEP ONE VERBAL WARNING.**
The Departmental Director or designee will verbally warn the employee that because the employee has been tardy at least three (3) times within the past pay period, any *tardiness occurrence within* the next nine months will result in the issuance of a written warning. The verbal warning shall be memorialized in writing.
- b. **STEP TWO-WRITTEN WARNING.**
Following receipt of the verbal warning issued at Step One, the next *tardiness occurrence* will result in a written warning letter stating that any *tardiness occurrence* within the next nine months will lead to a one-day suspension.
- c. **STEP THREE-ONE (1) DAY SUSPENSION WITHOUT PAY.**
Following the receipt of the written warning issued at Step Two, the next *tardiness occurrence* will result in a one-day suspension. The accompanying letter of suspension will include the warning that any *tardiness occurrence* within the next nine months will result in a three-day suspension.
- d. **STEP FOUR-THREE (3) DAY SUSPENSION WITHOUT PAY.**
Following the one-day suspension at Step Three, the next *tardiness occurrence* will result in a three-day suspension. The accompanying letter of suspension will include the warning that any *tardiness occurrence* within the next nine months will result in a five-day suspension.
- e. **STEP FIVE-FIVE (5) DAY SUSPENSION WITHOUT PAY.**
Following the three-day suspension at Step Four, the next *tardiness occurrence* will result in a five-day suspension. The accompanying letter of suspension will include the warning that any *tardiness occurrence* within the next nine (9) months will result in a ten-day suspension.
- f. **STEP SIX-TEN (10) DAY SUSPENSION WITHOUT PAY.**
Following the five-day suspension at Step Five, the next *tardiness occurrence* will result in a ten-day suspension. The accompanying letter of suspension will include the warning that any *tardiness occurrence* within the next nine months will result in suspension pending discharge.
- g. **STEP SEVEN-TERMINATION WITHOUT PAY.**
If after receiving the verbal warning, written warning, and four progressive suspensions as outlined in the preceding six steps, the employee has another *tardiness occurrence* within the nine months, the employee will be terminated.

It will be the responsibility of the Department Director, or his/her designee, to review and monitor employee timecards for compliance with the Tardiness Control Program.

APPENDIX C

RETURN TO WORK / TRANSITIONAL WORK PROGRAM

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

Option A

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

Option B

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

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

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

benefits will be based upon the hours assigned to the position to which he/she had transferred due to his/her restrictions.

OPTION A -- CLEVELAND METROPOLITAN SCHOOL DISTRICT WAGE CONTINUATION PROGRAM

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

APPENDIX D

CLEVELAND METROPOLITAN SCHOOLS RETURN TO WORK/ TRANSITIONAL WORK PROGRAM

Statement of Policy

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

For Employee

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

For Management

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

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

Goals & Objectives

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

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

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

RETURN TO WORK OPTIONS

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

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

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

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

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

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

Coordinating with Treating Physician

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

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

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

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

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

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

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

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

Compensation

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

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

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

Permanent Restrictions/Disability

In the event that an employee cannot be returned to work due to permanent restrictions in their regular job or alternate position, or is applying for a disability retirement, and if the employee has followed the wage continuation program, Management will continue wage continuation for a period of forty-five (45) days in addition to the two (2) years of wage continuation for which the employee is eligible under Article 23 of the Collective Bargaining Agreement. Human Resources will continue to review the vacancy list every two (2) weeks for a position for which the employee would qualify. Where appropriate, if the employee qualifies for BWC rehabilitation, Management will cooperate with the BWC in allowing on-the-job training to help qualify the injured worker for a position.

APPENDIX E

**Payroll Deductions
Eff. 09/1/11**

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

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

Medical Benefit Summary

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

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

Dental Benefit Summary MetLife Insurance

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

*PDP Fee refers to the negotiated fees that participating PDP dentists have agreed to accept as payment in full.

**Reasonable and Customary charge is based on the lesser: (1) the dentist's actual charge, (2) the dentist's actual charge for the same or similar services, or (3) the usual charge of most dentists in the same geographical area for the same or similar service as determined by MetLife.

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

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

Vision Insurance Benefits Summary

Spectera (United Optical Vision Plan) (Locals 279, 701, 777, 1199, non-union, CCAS & Administrators)

Description	Employee Benefit/Co-pay
Examination One exam every 24 months for employees and dependents 19 years of age or older, and once every 12 months for employees and dependents under age 19	Exam \$0 Co-pay
Lenses/Frames One pair every 24 months for employees and dependents 19 years of age or older, and once every 12 months for employees and dependents under age 19. Covered in full, including lens options such as tinted lenses and scratch-resistant coatings.	Single Vision \$45.00 Co-pay Standard Bifocals Standard Trifocals Lenticular or Aphakic Lens Frames on display
Contact Lenses One pair every 24 months for employees and dependents 19 years of age or older, and once every 12 months for employees and dependents under age 19. In lieu of spectacle lenses and a frame, employees and dependents may choose contact lenses. Cosmetic and Medically Necessary contact lenses are covered in full (up to 4 boxes of disposable lenses).	Contact lenses \$45.00 Co-pay

Union Eye Care (Locals 244, 407, and Building Trades)

Examination One exam every 24 months for employees and dependents 19 years of age or older, and once every 12 months for employees and dependents under age 19.	Regular spectacle exam: Full coverage Contact lens exam: \$40.00 Allowance
Lenses/Frames One pair every 24 months for employees and dependents 19 years of age or older, and every 12 months for employees and dependents under age 19.	Single Vision Full Coverage Standard Bifocals Full Coverage Standard Trifocals Full Coverage Lenticular or Aphakic Lens Full Coverage Frames \$70.00 Allowance
Contact Lenses In lieu of frame and lenses, every 24 months for employees and dependents 19 years of age or older, and every 12 months for employees and dependents under age 19.	\$100 Allowance
Discounts Discounts are given before your benefit is applied.	Frames 45%-50% off MSRP Lens products not listed 45% off retail MSRP Non prescription sunglasses 25% off retail MSRP Accessories 25% off retail MSRP Contact Lens Solution 25% retail MSRP
Fees for Lens Options. All fees are per pair.	Polycarbonate (polylite) Single Vision/ Multifocal \$25/\$45 fee Scratch Resistant Coating \$14 fee Ultraviolet Absorptive Coating \$12 fee Solid Tint \$6 fee Gradient Tint \$10 fee Anti-Reflective Coating \$35 fee Photochromic (glass) Single Vision/ Bifocal \$15/\$30 fee

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

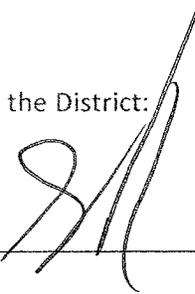
These charts are a broad summary of the medical, dental, life and vision insurance provisions. Other plan provisions and limitations may apply. If there is a discrepancy between the plan document and this bulletin, the plan document will prevail.

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

The District agrees to the following:

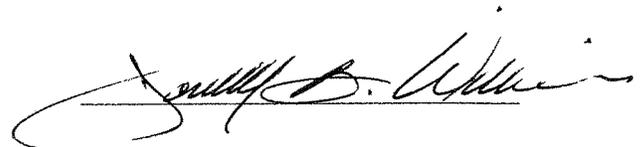
1. Furniture Crew. There will be a .60 per hour adjustment to be paid to all employees who move furniture pursuant to Article 16, Section 4.
2. Rich Allen will be made whole for the sixty cent adjustment in pay effective 2007 based on the amount agreed to by the District and Local 244.
3. Article 13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

For the District:



6-22-11
Date

For the Union:



6-22-2011
Date