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STATE EMPLOYMENT  
OFFICE  
COLUMBUS, OHIO

AGREEMENT

Between the

BOARD OF EDUCATION

FOR THE

CLEVELAND MUNICIPAL

SCHOOL

DISTRICT

and the

CLEVELAND CUSTODIANS UNION

LOCAL 777

NATIONAL CONFERENCE OF

FIREMEN AND OILERS, SEIU

Effective

July 1, 2007<sup>8/</sup><sub>10</sub> Through June 30, 2010<sub>3</sub>

*atw/ [Signature]*  
10/5/10

*[Signature]*  
10/5/2010

AGREEMENT

National Conference of  
Firemen and Oilers--Local No. 777, SEIU

and

Board of Education for the Cleveland  
Municipal School District

July 1, 20107

## ARTICLE 1

### RECOGNITION

1.0. Exclusive Bargaining Representative. The District recognizes the Union as the sole and exclusive representative of all Cleveland Public School Custodians, including Permanent Custodians (single site and any of the ~~ten (10)~~ multi-sites-see Section 5.2). Various Custodians (see Section 1.1., infra), Facilities Equipment Technicians (see Section 1.2, infra) and Stationary Engineer Trainers (see Section 1.3, infra) (but excluding the position of Facilities Manager), and other miscellaneous employees represented by this Union and employed by the District, and further recognizes that the Union has represented this group of employees for over fifty (50) years. Each position shall be entitled to all the rights of a Permanent Custodian, including, without limitations, seniority, and rights to transfer and overtime, except as may be specifically otherwise set forth herein.

The District will discuss with the Union, as the sole representative of the Custodians, all matters concerning salaries and other terms and conditions of employment, so long as the Union represents equally all Custodians without regard to membership or participation in or association with the activities of any other organization.

No person in supervisory or administrative capacity will interfere or involve himself/herself in the Union's role to function effectively as sole representative.

The District shall recognize the elected Union officials as the representatives of the Union. The District shall be expected to make reasonable arrangements so that the elected Union officials may carry out their responsibilities.

## ARTICLE 2

### UNION SECURITY AND PAYROLL DEDUCTIONS

2.3. Checkoff And Remittance. The District shall deduct from the first pay of each month of each member of the Union who has authorized such deductions one-half (1/2) of any dues, initiation fees, and assessments the Union may adopt, as well as voluntary deductions to the Union's COPE and scholarship funds, and shall deduct the remaining one-half (1/2) from the second pay of each month. The District shall deduct from the first pay of each month of each employee covered by this Agreement who is not a member of the Union a fair share fee equal to the amount of dues required to be paid by members of the Union. The District shall transmit to the Union on or before the first working day of the following month all monies withheld during the first pay of each month, along with an accounting as to the amount withheld from the pay of each employee; specifically identifying union members and those employees paying a fair share fee. The parties may mutually agree to change the timing of deductions and/or remittance.

## ARTICLE 5

### WORKING CONDITIONS

5.1. Qualifications. To sit for a civil service test for any position as permanent Custodian, Various Custodian, Facilities Training Engineer, Facilities Equipment

Technician, or other bargaining unit position, one must be meet all of the following qualifications:

(a) ~~is at least 23 years of age at the time of the appointment, and;~~

(b) ~~satisfactorily complete a physical capacity test developed and approved by the District, Union and outside provider(s), and;~~

(c) ~~satisfactorily achieve results on a mental demands test, which shall include psychological testing, developed and approved by the District, Union and outside provider(s).~~

If a person meets the qualifications set forth above, she/he shall be eligible to sit for a civil service examination requested by the District for a permanent Custodian position, or other bargaining unit position. The District has the right to require any individual who has passed the civil service test to also: (a) satisfactorily complete a physical capacity test developed and approved by the District, Union and outside provider(s)-if any; and/or (b) satisfactorily achieve results on a mental demands test, which shall include psychological testing, developed and approved by the District, Union and outside provider(s)-if any. The District has the right to select the individual to fill the permanent Custodian position from the list certified by the Cleveland Civil Service Commission utilizing the Rule of 3 (for any open position the District shall fill that position selecting from one of the highest three ranking individuals), considering the results of each of the three (3) tests herein. The Union shall be privy to all test results, consistent with state and federal law, including, without limitation, HIPAA.

All persons employed as Custodians, or other bargaining unit positions, by this District shall, during such employment, possess at least a valid third class Stationary

Engineer's License as issued by the Ohio Department of Commerce for the current year, and such other certifications as the Union and District may mutually agree.

5.2. Custodian's General Responsibilities. The Custodians shall be the official in charge and is responsible for assuring that maximum efficiency is obtained from all service, maintenance and other Business Department personnel who report to his/her building, and whose presence and duration of duty at the building must be certified by the Custodian on time tickets or other statements. One Permanent Custodian shall be

assigned to each District site or multi-site. The District shall have the right to designate up to thirty percent (30%) of its school and/or administrative sites as multi-site facilities.

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Any multi-site designated after July 1, 2010 shall have no more than two sites per multi-site except that the District shall have the right to have ~~the~~ up to a total of two multi-sites

District wide, each such multi-site may include up to three sites ~~prior multi-sites that included three sites (Sunbeam, Jesse Owens and A.G. Bell; and Bratenahl, Central~~

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~~Kitchen and Lakeside).~~ Custodians assigned to a multi-site shall be paid at a 20 bracket rate. Each facility within a multi-site shall include only Bracket 14 or 15 facilities and each facility within a multi-site shall be in reasonably close proximity to the other facility

within that multi-site. Custodians who do not have a position due exclusively to the creation of a multi-site, shall not be laid off due to the creation of the multi-site but shall become a permanent/various custodian. However, if layoffs are necessary due to

building closings or consolidations, such Permanent/various custodians shall be subject to layoff consistent with his/her seniority and the layoff provisions of this article. ~~(the later of which shall be a maximum of ten (10), including existing sites as of June 30, 2007, with no more than two facilities per multi site, unless such site pre-dated June 30, 2007).~~

~~Any multi-site which post-dates June 30, 2007 shall include only Bracket 14 or 15 facilities and each facility within a multi-site shall be in reasonably close proximity to the other facility within that multi-site.~~

Each Custodian shall be responsible for the care and operation of the building or buildings assigned to his/her charge, for the proper cleaning, ventilating and heating thereof, for the care of the grounds appertaining thereof, and for the doing of all such work in the repairing, replacement and maintenance of machinery, equipment, windows and fixtures in his/her building, as may be prescribed by the rules of the Department of Business. Whenever any such work required to be done which for any reason the Custodian is unable to do, he/she shall requisition therefor to the Deputy Chief of Building Operations. The Custodians shall have the supervision of all persons employed to assist in the duties placed upon them. Each Custodian shall, as far as may be possible, and consistent with specific rules of the District or of the Deputy Chief of Building Operations, honor all requisitions for work coming from the Principal of the same building, shall see that the building is opened for school use and other authorized uses at the proper times, and shall prevent unauthorized occupancy of or loitering about his/her building; shall be governed by other rules of the District and by rules, regulations and orders from his/her superiors in the Department of Business.

5.16. Civil Service Exam. The District shall apply for a new civil service exam for all positions in the bargaining unit within thirty (30) days prior to expiration of a civil service list.

5.17. Personal Information. Earnings statements shall be delivered individually in sealed envelopes. All employees shall provide the District with his/her current home

address and telephone number. Any document containing an employee's Social Security Number shall be sealed when sent by messenger, courier, school mail or through a public or private postal service.

## ARTICLE 7

### SENIORITY AND JOB BIDDING

#### 7.0. Transfers, Promotions And Filling Of Vacancies.

7.0.1. Seniority To Govern. Seniority based on length of service as a legally and permanently appointed Custodian shall be the basis for transfers, promotion or filling of vacancies within the service.

Effective the later of July 1, 2008, or six (6) months after the applicable tests are first given, with respect to any voluntary transfer, promotion or filling of vacancy, a Custodian shall also be required to have passed the physical and mental tests referenced in Article 5, Section 5.1. (Qualifications) within four (4) years of the proposed reassignment. Such tests shall be offered no less than four (4) times a school year for the 2007-08 school year, and two times a year thereafter, and if not so offered, the test requirements herein shall not apply. The costs of such tests shall be paid by the District. The Custodian shall have the right to take any such test when offered. The Custodian shall have the right to take the tests on District time, two times during the 2007-08 school year, and thereafter on District time once every two (2) years. Failure to pass any test at any time shall not be a basis for disciplinary action.

Such vacancies shall be filled as soon as practical after such vacancies occur. In the filling of such vacancies, reference will be had to the preferential lists of Custodians

on file in the office of the Department of Facilities (any newly hired Custodian shall immediately complete a preferential list upon employment), at the date when vacancies occur. With respect to any new multi-site position, such vacancy shall be offered to the all members of the bargaining unit, after due notice and opportunity for such members to complete a new preferential list to include such vacancy.

7.1. Layoffs, Bumping Rights, Recalls.

7.1.2. Bumping Rights. If any vacancy within the bargaining unit exists at the time of the layoff, the laid off employee may fill out a preferential list, which shall include at least one vacant position, if existent. The laid off employee shall be assigned to an existing bargaining unit vacancy, rather than bump another employee in this bargaining unit. In the event no vacancy exists at the time of layoff, the laid off employee can bump the least senior employee in this bargaining unit. A more senior Custodian may bump a less senior Technician or Engineer if and only if that more senior Custodian is qualified for that applicable position.

## ARTICLE 8

### HOURS, INSPECTIONS AND OVERTIME COMPENSATION

8.2. Overtime Compensation

8.2.1. General Provisions

8.2.1.2. Hours Included in Computing Overtime. In the computation of overtime, holidays, excused sick days, personal leave days, vacation days, cost savings furlough days (in the first year, if applicable in the second and third years), in

the same calendar week in which they fall on and all other days in which an employee is in payroll status shall be considered as eight (8) hours worked.

8.2.1.3. Limitations On Overtime/Maximum Hours Per Week.

The maximum number of overtime hours allowable per Custodian, shall be forty-six (46) hours pay period, provided, however, the cap may be exceeded in case of an emergency and with prior supervisory approval.

8.2.2. Permits.

8.2.2.1. General Provisions - Scheduling of Permit Activity. The Custodian will be the first person assigned to a permit issued for his/her building unless it is for: (1) a Monday through Friday morning permit in the building and there is an Assistant Custodian regularly assigned to work at the building during the permit period; (2) it is a designated quadrant building Monday-Friday and a Roving Assistant Custodian is present; (3) it is a designated multi-site building where there are simultaneous permits at more than one building at a multi-site and except as provided by Section 8.0.3, supra.

The Department of Facilities shall, under such regulations as the Deputy Chief of Building Operations may prescribe, issue all permits for the use of school buildings and premises outside of regular day school hours or during such hours, if such use is not incidental to the regular day school use of such building. Permits for use by or under the auspices of any Officer or agency of the school system shall be issued, as a matter of course, upon proper requisition, and such requisitions shall be given preference over requests for the same space by outside applicants. Whenever a permit is issued, a copy thereof shall be sent electronically to the Custodian or the ~~Substitute~~-Custodian, with an

order that such premises be made available to the grantee in strict compliance with the terms of the permit. No permit shall be granted for the use of space in a building during regular day school hours therein, unless the application for such permit be approved by the Principal of such school, Deputy Chief of Building Operations or by the Chief

Executive Officer

Overtime compensation for Custodians and Assistant Custodians employed under the direction of the Deputy Chief of Building Operations in connection with the extension use of any properties or facilities under the control of the District or employed under the direction of the Deputy Chief of Building Operations for any other purpose, shall be as follows:

Any use of a building shall be termed an extension use for those hours when such building is open beyond the "regular work week", or between 6:15 a.m. and the scheduled starting time of the Custodian when an Assistant Custodian is not assigned to the building during those hours. Whenever a building is opened for extension use, except for the first sentence of this Section, it shall be by a Custodian or by a substitute Custodian designated for the purpose by the Deputy Chief of Building Operations, and such Custodian or substitute Custodian shall remain in or about such building while such use is continued under the permit therefor, except as otherwise provided in 8.0.3., supra, and 8.2.2.8., infra. A Custodian may be assigned for service in connection with the extension use of school buildings to the building other than that which he is regularly employed.

## ARTICLE 9

### CUSTODIANS' SALARY SCHEDULE

Custodians shall be paid for the applicable periods in accordance with the schedules annexed hereto as Appendices 9-A and 9-B, infra, and made a part hereof. The

previously established ratio based on Assistant Custodian's maximum salary continues in effect.

## ARTICLE 10

### LEGAL AND DECLARED HOLIDAYS

#### ALL LANGUAGE REMAINS THE SAME EXCEPT THE FOLLOWING

When the District is schools are closed because of inclement weather and employees who are not required to be present, the Custodian shall be are paid for the day, even if not required to work. If the District is closed because of inclement weather and employees are not required to be present, but the District requires Custodians to be present., then any Custodian employee who is required to work shall also be paid for the day, and, in addition, shall work a straight eight (8) hour day will be paid for all hours worked. ~~This applies to regular employees only.~~

When only schools are closed because of inclement weather, Custodians are required to work, and the day shall be treated as a standard work day,

When Custodians work during an inclement weather day, Custodians may start as early as 6:00 a.m. and as late as noon, and work a straight eight (8) hour day.

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

## ARTICLE 11

### VACATIONS

11.1. Determination At End Of Annual Accumulation Period. At the end of the annual accumulation period on June 30, twelve (12) month employees will have their prior twelve (12) months accumulation totaled and rounded off, with one (1) full day's credit being given for any accumulation of .50 days or more, while anything less than this amount will be dropped. The need to round off will only occur when less than twelve (12) months are worked or when the monthly earning rate changes within the July 1 to June 30 earning period. A cost savings furlough day, including if any in the second and third years, shall be counted as one (1) full day's credit.

## ARTICLE 12

### LEAVES, IN-SERVICE, LONGEVITY, SEVERANCE PAY, AND RETIREMENT BONUS

12.0. Sick Leave.

12.0.7. Sick Leave Donation. An employee represented by the same local union may donate accumulated sick leave to an eligible employee represented by the same local union under the following conditions:

1. Eligible Employees.

a. ~~Only for the purpose of initiating this procedure, an employee hired prior to January 1, 1993 must have had at least one unused sick day~~

between September 1, 1993 and when the employee becomes eligible under sub-paragraph b.

b. Any employee represented by this local union who is eligible for sick leave, and who has exhausted his/her own sick leave, will be eligible for donations ~~from any other eligible District employee; such donated sick leave may be used for any purpose for which sick leave in general may be used, including, without limitation, personal or family illness.~~ Immediately after ratification, the District and Local 777 shall establish a joint labor-management committee to work toward agreement on implementing a sick leave donation plan similar to that of the Cleveland Teachers Union.

2. Eligible Donors. Any employee represented by this local union may donate up to a maximum of 40 hours (5 days) to an eligible employee ~~who is also represented by this local union~~ who is also represented by this local union, at least until such time as the parties mutually agree otherwise. In order to make a donation, an employee must have a sick leave balance of 120 hours (15 days) after the donation. The maximum number of 40 hours (5 days) can be donated within a fiscal year.

3. Donations.

a. Donations will be deducted from the donor's accumulated sick leave time at his/her hourly rate and credited to the account of the recipient at his/her hourly rate.

b. Donations may be made on a bi-weekly basis.

c. Donations made, but unused, shall be lost to both the donor and donee. Accordingly, no donated days may be used to increase the donee's severance payment, if any.

4. The District and the Union have established the above program with the intent that donations shall be made in a non-discriminatory manner.

Jointly, the parties shall develop a notification form.

## ARTICLE 13

### EMPLOYEE BENEFITS

#### 13.0. Eligibility.

13.0.1. General. For the purposes of this section, all bargaining unit employees are entitled to all benefits set forth herein.

13.0.2. Employees Holding Two or More Positions. When an employee holds two or more positions, the determination of eligibility status is based on each separate assignment and not on a combined basis.

13.0.3. Spouse Working For The District. If a husband and wife are each District employees and each is eligible for District paid hospitalization, they may elect either (a) one family plan covering both, or (b) each may select a single plan, or (c) reimbursement for dual medical benefits, as set forth below.

#### 13.0.4. Spouse Working, But Not For The District.

1. Effective January 1, 2008~~11~~ and except as provided in Sub-Sections 7 and 8 below, if a bargaining unit member's enrolls his/her spouse in the District's health insurance program and that

spouse is eligible to participate (either as a current employee or retiree) in group health insurance ~~and/or prescription drug~~ insurance sponsored by his/her employer or retirement plan, the bargaining unit member shall pay a contribution of \$50.00 per month in addition to the employee monthly contribution for family coverage set forth in Section 13.2.1, below, ~~and that employer is not the District, or retirement plan provider, the spouse must enroll in such employer, or retirement plan sponsored group insurance coverage(s). The spouse is not required to enroll in family coverage in his/her employer or retirement plan sponsored group insurance coverage(s); nor is the spouse required to cover children.~~

2. Upon the spouse's enrollment in his/her any such employer's healthcare plan or retirement plan, that plan will provide primary coverage for the spouse and the District's plan will provide secondary coverage so long as the bargaining unit member is enrolled in the District's family coverage, and the amount set forth in Sub-section E.1. above shall not apply.

3. During the open enrollment period, every bargaining unit member who has family coverage which includes a spouse who participates in the District's group's health insurance coverage ~~and/or prescription drug insurance coverage~~ shall complete and submit to the District a written declaration verifying whether his/her spouse is eligible to participate and the status of that participation in group health

insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer or retirement plan provider, effective not later than January 1, 2008~~11~~.

4. Any bargaining unit member whose spouse becomes eligible for any employer/retirement plan sponsored group health insurance coverage after the open enrollment period shall notify the District within thirty (30) days.

5. If a member submits false information about his/her spouse or fails to timely notify the District of a change in the spouse's eligibility for employer or retirement plan sponsored group health and/or prescription drug insurance coverage, the member may be subject to disciplinary action up to and including termination. In addition, the bargaining unit member shall be personally liable to the District for reimbursement of the costs of benefits and expenses. The bargaining unit member's spouse shall also be immediately terminated from the District's group health insurance and/or prescription drug insurance coverage. Any action taken pursuant to this section shall be subject to Articles 17 and 18.

6. Any spouse who fails to enroll in any group health medical and/or prescription drug 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 such benefits under the group healthcare/prescription drug insurance coverage sponsored by the District.

7. ~~Any bargaining unit member who selects family coverage provided by Kaiser shall not be subject to the provisions in this Article 13, Section 13.0.4.~~

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

## 13.2. Medical Benefits.

### 13.2.1. Medical Insurance.

A. Subject to the limitations in Section 13.0, supra, during the enrollment period each year (November) each eligible employee may elect either single or family coverage from one of the following health care provider plans: Aetna, Kaiser

Permanente HMO, ~~Medical Mutual Super Med Select~~ and Medical Mutual Super Med Plus. The level of health insurance, prescription drug insurance, dental, and vision coverage provided, or in the case of self-insurance, under the self-insurance program, will be the same as provided on June 30, 2007~~10~~, unless as otherwise. ~~These benefit levels are summarized in Appendix 13-A, 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.

Employees who enroll in either single or family coverage will pay the following monthly premiums effective as soon as possible after ratification by Local 777 and approval by the Board, but the new rates shall apply retroactively to August 1, 2010, the Parties to agree on a schedule for the retroactive payments:

	<u>Single</u>	<u>Family</u>
Aetna	<u>4015</u>	<u>7530</u>
Kaiser	<u>400</u>	<u>7510</u>
MMO Super Med Plus PPO	<u>4015</u>	<u>7530</u>
MMO Super Med Select POS	<u>4015</u>	<u>7530</u>

All employee contributions are made by payroll deduction.

Effective January ~~September~~ 1, 2011~~0~~, the following changes to substantive coverage shall be implemented:

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

Women's Health

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

Men's Health

1. Prostate Specific Antigen and digital rectal exam

2. Abdominal Aortic Aneurysm (age 65 and over)

General

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

2. Modification to Kaiser coverage only:

- a. Modify existing generic/brand coverage from \$5/\$5 retail/mail to \$5/\$10 retail and \$5/\$10 mail for 90 day supply.
- b. Increase Emergency Room copayment from \$20 to \$50.
- c. Increase Urgent Care copayment from \$0 to \$25.

3. Modification of all healthcare providers coverages:

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

13.2.2. Prescription Drug Plan. All employees who are enrolled in the Kaiser HMO must exclusively use that prescription drug program. The level of prescription drug benefits will remain the same as provided on June 30, 2007~~10~~, except as noted above and are summarized in Appendix 13-A, infra.

13.6. Life Insurance. The District shall underwrite the cost of a Ten Thousand Dollar (\$10,000.00) Group Life Insurance Policy for all bargaining unit employees.

Additional coverage shall be made available to bargaining unit employees of up to \$150,000, who may purchase such additional insurance by means of payroll deduction. Employees may purchase up to the limits of the policies in effect, but not less than \$40,000 of the \$150,000 coverage on a pre-tax basis.

13.10. Section 125 Plan. The District shall continue ~~agrees~~ to provide a "Cafeteria Plan". The existing Plan shall remain in effect through December 31, 2010, 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.

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

B. The Cafeteria Plan will be designed to meet the requirements of Internal Revenue Code ("IRC") Section 125 and applicable regulations. Accordingly, each bargaining unit member will have an opportunity on an annual basis in November to enroll in the Cafeteria Plan. The election to participate may not be revoked during the current plan year unless there is a change in the employee's circumstances that, in

accordance with IRC Section 125, permits the employee to change his or her election under the plan (e.g., divorce, death of spouse, change in employment status, a child losing eligibility for coverage, a court order requiring coverage, or other enrollment rights consistent with federal law). Details of the Cafeteria Plan will be provided on an annual basis at the time of enrollment and will also be available through the Human Relations Department.

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

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

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

~~F. Employees may also elect (on forms prescribed by the District) to pay documented child care and dependent care expenses of up to \$5,000.00 per year on a~~

~~pre-tax basis (or to the maximum extent permitted by law), provided that such expenses meet the requirements set forth in the applicable Internal Revenue Code and regulations. Employees may also elect (on forms prescribed by the District) to pay documented dental and vision care expenses and up to \$50,000 worth of life insurance per year with before-tax dollars through the District's Cafeteria Section 125 Plan, consistent with applicable federal law.~~

13.13. Health Care Subcommittee. A Health Care Subcommittee shall be established with up to five members appointed by the CEO and up to five members appointed by Local 777 the Presidents of the five largest unions representing District employees, each President to appoint one member. Additional representatives may be invited to attend by agreement of the management and Union representatives. The Subcommittee shall review and make recommendations to the CEO and the Local 777 ~~Union~~ Presidents regarding any terms and conditions set forth in this Article, including, without limitation: (1) mandatory re-enrollment; (2) selection of a Pharmacy Benefit Manager and review of that vendor's performance -opt-out options; (3) modifications to any portion of the article that will enhance benefits and/or control costs. Changes could include increased use of mail order prescriptions, drug deductibles, and such other modifications as the Subcommittee may want to consider; and (4) conversion to a pharmacy benefit manager format; and (5) such other matters as the Subcommittee may elect to explore.

~~The Subcommittee's first task shall be to determine the most efficient, accurate and cost effective method of completing benefit reenrollment for all of the District's employees. The subcommittee will submit its report for the reenrollment process to be~~

~~followed to the CEO and the Presidents of the five largest unions representing District employees by February 1, 2001. If the CEO and each of the five Union Presidents are unable to unanimously agree to the terms of reenrollment, then the last best offer of the District and the Unions shall be submitted to an arbitrator for final, binding arbitration with the arbitrator selecting either the District's or the Unions' proposal. Implementation shall take place as soon as is practicable.~~

Should the Subcommittee propose or recommend a change in any benefit level set forth in this article, the change requires the approval of the CEO and the Local 777 President of the affected Union.

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

13.15. Continued Coverage For Inactive Employees.

Healthcare/prescription drug and life insurance and Hospitalization coverage may be continued for any employee who becomes payroll inactive (such as resignation or a leave of absence) as indicated below:

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

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

13.16. Self-Insurance. The District may explore and implement self-insurance for any or all components of its health insurance program including medical, prescription, dental, and vision, provided (a) the level of benefits and services set forth in this agreement or any extensions thereof and the respective Certificates of Coverage are equal to or better than those in effect on September 1, 2010 ~~June 30, 2007~~; (b) the disruption analysis of the non-Kaiser network of providers and facilities is less than ten percent; (c) the self-insurance network will include both the University Hospitals Health System Network and the Cleveland Clinic Health Systems Network; (d) all pre-existing conditions will be covered unless currently restricted by HIPAA. Local 777 will be involved in the development of the self-insurance program. ~~Notwithstanding the above language, Kaiser shall remain as an option through the end of the 2009-2010 school year and shall not be considered as part of the disruption analysis.~~

13.17. Return To Work/Transitional Work Program.-REVERT TO CURRENT CONTRACT LANGUAGE

ARTICLE 19

PROBATIONARY EMPLOYEES

Any newly hired Custodian Assistant custodians promoted to the position of eustodian shall serve a probationary period of ninety (90) calendar days. During the probationary period, all terms and conditions of this Agreement and of employment as a Custodian shall apply, except for the grievance and arbitration provisions set forth in this Agreement regarding discipline. The District shall promptly provide to the Union all documents relating to any such discipline during the probationary period. Demotions of a eustodian to an assistant custodian position prior to the completion of the probationary period shall not be subject to the Grievance Procedure.

ARTICLE 24

DURATION OF AGREEMENT

A. Except as otherwise provided herein, this Agreement shall be effective, July 1, 2007<sup>10</sup> through June 30, 2010<sup>3</sup>, except as provided below, and except as otherwise provided in Article 13 (Employee Benefits).

B. Local 777 shall have the right to reopen negotiations for salaries only upon the availability of new monies in excess of Five Million Dollars from sources where such funds are not earmarked and not restricted or directed to be used for specific purposes, but, rather, may be used for compensation of bargaining unit members. In such case, the Parties shall immediately commence negotiations and the impasse procedure in this Article shall apply, and the Parties shall negotiate as provided in Section F, infra. The

District shall immediately inform Local 777 in writing if such new monies become available. Nothing in this paragraph shall limit the right of the District to re-open under paragraphs C. and D., infra.

C. If the Board projects a deficit in general fund monies of more than Five Million Dollars as of June 30, 2012, the District may re-open this Agreement only with respect to Article 13 (Employee Benefits), and Article 9 (Salary Schedule) by notifying the Local 777 President no later than January 15, 2011. In such case, the Parties shall immediately commence negotiations and the impasse procedure in this Article shall apply, and the Parties shall negotiate as provided in Section F, infra.

D. If the Board projects a deficit in general fund monies of more than Five Million Dollars as of June 30, 2013, the District may re-open this Agreement only with respect to Article 13 (Employee Benefits), and Article 9 (Salary Schedule) by notifying the Local 777 President no later than January 15, 2012. In such case, the Parties shall immediately commence negotiations and the impasse procedure in this Article shall apply, and the Parties shall negotiate as provided in Section F, infra.

E. The District shall make available to Local 777 upon its reasonable request, any and all available information, statistics and records relevant to negotiations or necessary for the implementation of the terms of this Agreement.

F. Alternate Dispute Resolution. The procedure set forth in Ohio Revised Code Section 4117.14 will be followed for negotiations commencing at the end of this Agreement or for any reopener, except that the fact-finding process must be scheduled

such that the fact-finder's report must be submitted to the Parties no later than the third Monday in May of the applicable year. Bargaining unit members will be considered eligible to vote on the fact-finder's report provided they have: Paid their Union dues during that calendar year; and are on the CMSD payroll in the month of May of the applicable year. Nothing in this Agreement shall preclude the parties from agreeing to an alternate dispute resolution procedure different from that specified above.

G. In the event that negotiations between the District and Local 777 reaches a point of impasse, federal mediation process shall be made no later than fifteen (15) calendar days prior to the expiration of the Agreement.

~~The parties shall begin negotiations on a successor agreement beginning March 15, 2010, or earlier, if the District begins negotiating with any other bargaining representative. The procedure set forth in O.R.C. §4117.14 will be followed, except that the fact-finding process must be scheduled such that the fact-finder's report is required to be submitted to the parties no earlier than the third Monday in May, of the applicable year, and no later than the first Monday in June, of the applicable year. Bargaining unit members will be considered eligible to vote on the fact finder's report provided they have paid their Union dues during the calendar year; and are on the District payroll in the month of May. Nothing in this Agreement shall preclude the parties from agreeing to an alternative dispute resolution procedure different from this one.~~

The parties agree that if the CTU has a different expiration date than that listed above, the dates set forth above shall be modified to be consistent with similar provisions of the CTU agreement.

~~The duration of this Agreement shall be from July 1, 2007 through June 30, 2010. However, if the District notifies the Union President no later than January 15, 2008, as provided in Appendix 9-A, infra, the contract shall expire on June 30, 2008 and the District and the Union shall reopen negotiations for all matters except subcontracting as found in Article 6, and insurance benefits (including health insurance, dental, vision, prescription drug coverage and life insurance), as found in Article 13. In such case, the negotiation procedure as found this Section above shall apply. If the District notifies the Union President no later than January 15, 2009, as provided in Appendix 9-A, infra, the contract shall expire on June 30, 2009 for all matters except subcontracting, as found in Article 6, and insurance benefits (including health insurance, dental, vision, prescription coverage, and life insurance), as found in Article 13. In such case, the negotiation procedure found in this Section above shall apply. The normal impasse procedures will apply to the reopener. If no notification is made as set forth in Appendix 9-A, infra, this Agreement shall remain effective to June 30, 2010.~~

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed by their respective presidents and attested by their respective representatives.

THE DISTRICT BOARD OF EDUCATION OF  
THE CLEVELAND MUNICIPAL SCHOOL  
DISTRICT

NATIONAL CONFERENCE OF FIREMEN  
AND OILERS, LOCAL NO. 777, SEIU

By: \_\_\_\_\_  
Dr. Eugene T. W. Sanders      Date  
Chief Executive Officer

By: \_\_\_\_\_  
Duane Gibson      Date  
President, Chief Negotiator

By: \_\_\_\_\_  
Robert M. Heard, Sr Denise W. Link, -

By: \_\_\_\_\_  
Hugh E. Forrey Joseph P. Joyee

Chair

Vice President, Negotiator

By: \_\_\_\_\_  
James Gasiewski Date  
Treasurer, Negotiator

By: \_\_\_\_\_  
Michael Hansen Date  
Secretary, Negotiator

By : \_\_\_\_\_  
~~Scott Artbauer~~ Harold Weaver  
Chairman, Executive Board, Negotiator

\*\*

**APPENDIX 29-A**

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CLEVELAND METROPOLITAN SCHOOL DISTRICT AND THE NATIONAL CONFERENCE OF FIREMEN AND OILERS UNION, LOCAL NO. 777, SEIU, REGARDING DISTRICT SPONSORED CHARTER SCHOOLS**

The Cleveland Metropolitan School District (hereinafter "District") and National Conference of Fireman and Oilers, Local No. 777, SEIU (hereinafter "Local 777") agree to follow the terms of this Memorandum of Understanding (MOU) that will govern the District's selection and assignment of any eligible Local 777 employees assigned by the District to provide Custodian services to District sponsored Charter schools.

1. Local 777 represents those bargaining unit employees identified in Article 1 of the Collective Bargaining Agreement (hereinafter "Labor Contract") between the District and Local 777. The District intends to sponsor Charter schools during the existence of the ~~2007-2010~~ Labor Contract.
2. The District represents that it will notify the Board of Directors (hereinafter "Board") of any District sponsored Charter school that will utilize District provided Custodian services (hereinafter "Services") provided by Local 777 that Local 777 is the sole bargaining agent for the those District employees identified in Article 1 of the Labor Contract. The District will ensure that a District sponsored Charter School using a District building/facility uses a Custodian for Services and further represents it will meet with the Board and inform the Board of the District's obligations relative to this MOU. If a District sponsored Charter School uses a non-District building/facility, the District shall notify Local 777 and provide Local 777 an opportunity to meet with the Charter school Board or its designee to determine the feasibility of utilizing Local 777 employees. Should the District use volunteers at any of its District sponsored Charter schools pursuant to R.C. § 4117.103, the District will so notify the Union in writing.
3. Local 777 shall appoint a member to the Charter School interview team that interviews and selects the person(s) who will provide Services to the District sponsored Charter school(s). The Charter School interview team shall be responsible for posting open Local 777 positions in accordance with the Labor Contract, interviewing applicant(s) and selecting the successful applicant(s). That interview team shall have as its chairperson the Chief Operations Officer, and shall include a representative from Human Resources, the Cleveland Teachers Union, and the Board, in addition to a Local 777 representative. A Custodian who bids for such a position shall, after the later of July 1, 2008 or six (6) months after the applicable tests are first given (assuming the applicable physical and/or mental tests have been given), pass the physical and mental tests referenced in Article 5, Section 5.1 (Job Description) within four (4) years of the proposed reassignment. The District shall fill the position utilizing the Rule of 3, considering the results of these two tests and the Civil Service test. If there is an active layoff or recall list for 777 members covered by this agreement, and the District will need Service(s) performed by individuals on the active layoff or recall list, the District agrees to select a qualified current 777 member to provide the Service(s) before selecting a new hire. Where there is no active layoff or recall list, and there is no eligible Custodian who applies, the District and District Sponsored Charter School have the right to fill the vacancy with a new hire. The new hire shall become a Local 777 employee consistent with the Labor Contract upon completion of his/her probationary period.

4. Local 777 Custodians shall be compensated at their respective contract rate under the Labor Contract. Any overtime shall be paid in accordance with the Labor Contract.
5. Local 777 employees chosen to provide Services shall maintain seniority within their classification pursuant to the Labor Contract. Any eligible Local 777 employee desiring to bid on a vacancy within a District sponsored Charter school may do so at any time in accordance with the Labor Contract and this MOU.
6. Local 777 employees covered by this MOU are entitled to health benefits, vacation leave/pay, sick leave/pay, SPL leave/pay and holiday pay and all other terms and conditions of employment in the same manner as is afforded them under the Labor Contract.
7. This Agreement is effective for the same duration as the Labor Contract.
8. The District and Local 777 agree that all provisions of the Labor Contract ~~as modified and extended through June 30, 2010~~ as well as other binding Agreements in the form of memoranda of understanding remain in full force and effect and apply hereto.

Cleveland Metropolitan School District

N.C.F. & O. Local No. 777

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

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

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

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

**APPENDIX 29-B**

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CLEVELAND  
METROPOLITAN SCHOOL DISTRICT AND THE NATIONAL CONFERENCE  
OF FIREMEN AND OILERS UNION, LOCAL NO. 777, SEIU, REGARDING  
DISTRICT SPONSORED CHOICE OPTION SCHOOLS**

The Cleveland Metropolitan School District (hereinafter "District") and National Conference of Fireman and Oilers, Local 777, SEIU (hereinafter "Local 777") agree to follow the terms of the following Memorandum of Understanding (MOU) that will govern the District's selection and assignment of any eligible Local 777 employees assigned by the District to provide Custodian ~~assistant-custodian, laborer or safety and security~~ services to District sponsored Choice Option schools.

1. Local 777 represents those bargaining unit employees identified in Article 1 of the Collective Bargaining Agreement (hereinafter "Labor Contract") between the District and Local 777. The District intends to sponsor Choice Option schools during the existence of the 2007-2010 Labor Contract.

9.2. The District represents that it will notify the Board of Directors (hereinafter "Board") of any District sponsored Choice Option school that will utilize District provided Custodian services (hereinafter "Services") provided by Local 777 that Local 777 is the sole bargaining agent for the those District employees identified in Article 1 of the Labor Contract. The District will ensure that a District sponsored Choice Option School using a District building/facility uses a Custodian for Services and further represents it will meet with the Board and inform the Board of the District's obligations relative to this MOU. If a District sponsored Choice Option School uses a non-District building/facility, the District shall notify Local 777 and provide Local 777 an opportunity to meet with the Choice Option school Board or its designee to determine the feasibility of utilizing Local 777 employees. Should the District use volunteers at any of its District sponsored Choice Option schools pursuant to R.C. § 4117.103, the District will so notify the Union in writing.

10.3. Local 777 shall appoint a member to the Choice Option School interview team that interviews and selects the person(s) who will provide Services to the District sponsored Choice Option school(s). The Choice Option School interview team shall be responsible for posting open Local 777 positions in accordance with the Labor Contract, interviewing applicant(s) and selecting the successful applicant(s). That interview team shall have as its chairperson the Chief Operations Officer, and shall include a

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representative from Human Resources, the Cleveland Teachers Union, and the Board, in addition to a Local 777 representative. A Custodian who bids for such a position shall, after the later of July 1, 2008 or six (6) months after the applicable tests are first given (assuming the applicable physical and/or mental tests have been given), pass the physical and mental tests referenced in Article 5, Section 5.1 (Job Description) within four (4) years of the proposed reassignment. The District shall fill the position utilizing the Rule of 3, considering the results of these two tests and the Civil Service test. If there is an active layoff or recall list for 777 members covered by this agreement, and the District will need Service(s) performed by individuals on the active layoff or recall list, the District agrees to select a qualified current 777 member to provide the Service(s) before selecting a new hire. Where there is no active layoff or recall list, and there is no eligible Custodian who applies, the District and District Sponsored Choice Option School have the right to fill the vacancy with a new hire. The new hire shall become a Local 777 employee consistent with the Labor Contract upon completion of his/her probationary period.

11.4. Local 777 Custodians shall be compensated at their respective contract rate under the Labor Contract. Any overtime shall be paid in accordance with the Labor Contract.

12.5. Local 777 employees chosen to provide Services shall maintain seniority within their classification pursuant to the Labor Contract. Any eligible Local 777 employee desiring to bid on a vacancy within a District sponsored Choice Option school may do so at any time in accordance with the Labor Contract and this MOU.

13.6. Local 777 employees covered by this MOU are entitled to health benefits, vacation leave/pay, sick leave/pay, SPL leave/pay and holiday pay and all other terms and conditions of employment in the same manner as is afforded them under the Labor Contract.

14.7. This Agreement is effective for the same duration as the Labor Contract.

15.8. The District and Local 777 agree that all provisions of the Labor Contract ~~as modified and extended through June 30, 2010~~ as well as other binding Agreements in the form of memoranda of understanding remain in full force and effect and apply hereto.

Cleveland Metropolitan School District

N.C.F. & O. Local No. 777

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

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

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

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

**APPENDIX 9-A**

**GENERAL WAGES**

For the July 1, 2010-June 30, 2011 fiscal year only, all bargaining unit members shall have **reduced from their base wages 4.62%**, which represents 12 unpaid days for which they shall not work ("~~cost savings~~ furlough days"). This amount shall be equally deducted from the employees' paychecks beginning as soon as practicable after ratification by the membership and approval by the Board. Four of those furlough days shall be: (i) Wednesday before Thanksgiving; (ii) December 23; (iii) December 24 (one-half day); (iii) December 30; and Good Friday (one-half day). The Parties shall mutually agree if any additional days shall be on a bargaining unit wide basis.

NOTE: THE ABOVE IS ALL NEW LANGUAGE IN THIS NEW AGREEMENT

**APPENDIX 9-B**

**CUSTODIANS' SALARY SCHEDULE**

The previously established ratios based on Assistant Custodians' maximum salary continues in effect for all periods set forth below.

**EFFECTIVE JULY 1, 2010 PAY PERIOD**

<u>Group</u>	<u>Square Feet Floor Area</u>	<u>Ratio</u>
14	0 – 50,000	1.2469
15	50,001 – 75,000	1.3139
16	75,001 – 100,000	1.3469
17	100,001 – 150,000	1.3487

18	150,001 – 200,000	1.3828
19	200,001 – 250,000	1.3974
20	250,001 – and up	1.4314

Various Custodian      Bracket 18 (and up) per contract

Campus Site Custodian      Prior to ratification: The greater of:  
 (i) increase of 75¢ an hour; or  
 (ii) Bracket 18 where the combined square footage of the buildings is equal to or less than 150,000 square feet; or (iii) Bracket 20 where the combined square footage of the buildings is greater than 150,000 square feet

Upon ratification: Bracket 20

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Facilities Equipment Technician      To be determined by the parties

Facilities Training Engineer      Bracket 20 plus 10%

<u>Group</u>	<u>Annual Salary</u>	<u>Hourly Rate</u>
14	\$52,041.60	\$25.02
15	\$54,787.20	\$26.34
16	\$56,160.00	\$27.00
17	\$56,243.20	<del>\$27.04</del>
18	\$57,657.60	<del>\$27.72</del>
19	\$58,302.40	\$28.03
20	\$59,675.20	\$28.69

**APPENDIX 9-C**

**LONGEVITY ANNIVERSARY INCREMENTS**

**Effective July 1, 2010**

Service Completed as of August 31 And January 31	Increment Annual Salary Base	Increment Hourly Base
20 years	\$870.00	\$0.40
25 years	\$1,854.00	\$0.86
30 years	\$3,099.00	\$1.44
35 years	\$4,586.00	\$2.15

**MELISSIA-NEED TO INSERT APPENDIX 13 HERE-I WILL THEN MAKE THE  
CHANGES TO THE  
DOCUMENT**

## Medical Benefit Summary

Benefits	<b>KAISER HMO</b> Network Only (No coverage if outside Kaiser, except in emergency)	<b>AETNA</b> Network / Non-Network	<b>MMO-SUPERMED SELECT POS</b> Authorized/ Non-Authorized	<b>MMO-SUPERMED PLUS PPO</b> Network / Non-Network
(Emergency Co-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%
Office Visits	\$10 Co-pay	\$15 Co-pay / 70%	\$15 Co-pay / 70%	\$15 Co-pay / 80%
Surgeries (Surgery, 2 <sup>nd</sup> )	100%	100% / 70%	100% / 70%	100% / 80%
X-Ray & Lab	100%	100% / 70%	100%	100% / 80%
Prescription - 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
	Covered / \$5 Co-pay	Covered	Covered	Covered
<b>Supply per</b>	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
<b>Therapeutic Therapy</b>	\$10 Co-pay	\$15 Co-pay / 70%	\$15 Co-pay / 70%	\$15 Co-pay / 80%
	Up to 2 months or 30 visits per therapy, whichever is greater	60 visits	60 visits	60 visits
	\$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
<b>Organ and Substance</b>				
Patient	100%	100% / 70%	100% / 70%	100% / 50%
Inpatient	100%	100% / 70%	100% / 50%	100% / 50%
	One (1) admittance per year		Three (3) admissions per lifetime	Three (3) admissions per lifetime
Inpatient (Combined)	45 days per calendar year	30 days per benefit period	30 days per benefit period	30 days per benefit period
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
Outpatient	100%	\$15 Co-pay / 70% after deductible	\$15 Co-pay / 50% after deductible	\$15 Co-pay / 50% after deductible
Inpatient (Combined)	Unlimited	50 visits per benefit period	50 visits per benefit period	50 visits per benefit period
	\$0	\$0 / \$250	\$0 / \$250	\$0 / \$250
	\$0	\$0 / \$500	\$0 / \$500	\$0 / \$500
Out-of-Pocket for Co-	\$0	\$0 / \$2,250 (excludes deductible)	\$0 / \$2,250 (excludes deductible)	\$0 / \$2,000 (excludes deductible)
Out-of-Pocket for Co-	\$0	\$0 / \$4,500 (excludes deductible)	\$0 / \$4,500 (excludes deductible)	\$0 / \$4,000 (excludes deductible)
Annual Limit	Unlimited	Unlimited / \$2,500,000	\$2,500,000	\$2,500,000
<b>Age Limit</b>	To Age 23 (if allowed as a federal tax exemption)	To Age 23 (if allowed as a federal tax exemption)	To Age 23 (if allowed as a federal tax exemption)	To Age 23 (if allowed as a federal tax exemption)
Medical Equip.	100%	100% / 70%	100% / 70%	100% / 80%
Prescription	100%	100%	100%	100%
Skilled Nursing	100%	100% / 70%	100% / 70%	100% / 80%
Organ Transplant	100%	100% / 70% (if pre-authorized)	100% / 50%	100% / 50%
Services	70%--See Certificate for exclusions	Not Covered	Separate \$1 Million Lifetime Limited Coverage - See Certificate for exclusions	Separate \$1 Million Lifetime Not Covered

## Medical Benefit Summary

Benefits	<b>KAISER HMO</b> Network Only (No coverage if outside Kaiser, except in emergency)	<b>AETNA</b> Network / Non-Network	<b>MMO-SUPERMED SELECT POS</b> Authorized/ Non-Authorized	<b>MMO-SUPERMED PLUS PPO</b> Network / Non-Network
(Emergency Co-insurance 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%
Office Visits	\$10 Co-pay	\$15 Co-pay / 70%	\$15 Co-pay / 70%	\$15 Co-pay / 80%
Surgeries (Surgery, 2 <sup>nd</sup> )	100%	100% / 70%	100% / 70%	100% / 80%
X-Ray & Lab	100%	100% / 70%	100%	100% / 80%
Prescription – 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
	Covered / \$5 Co-pay	Covered	Covered	Covered
Supply per	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
Behavioral Therapy	\$10 Co-pay	\$15 Co-pay / 70%	\$15 Co-pay / 70%	\$15 Co-pay / 80%
	Up to 2 months or 30 visits per therapy, whichever is greater	60 visits	60 visits	60 visits
	\$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
Alcohol and Substance				
Outpatient Patient	100%	100% / 70%	100% / 70%	100% / 50%
Inpatient	100%	100% / 70%	100% / 50%	100% / 50%
	One (1) admittance per year		Three (3) admissions per lifetime	Three (3) admissions per lifetime
Home Care (Combined)	45 days per calendar year	30 days per benefit period	30 days per benefit period	30 days per benefit period
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
Home Care Outpatient	100%	\$15 Co-pay / 70% after deductible	\$15 Co-pay / 50% after deductible	\$15 Co-pay / 50% after deductible
Home Care (Combined)	Unlimited	50 visits per benefit period	50 visits per benefit period	50 visits per benefit period
	\$0	\$0 / \$250	\$0 / \$250	\$0 / \$250
	\$0	\$0 / \$500	\$0 / \$500	\$0 / \$500
Health Savings Account (HSA) – Pocket for Co-pay	\$0	\$0 / \$2,250 (excludes deductible)	\$0 / \$2,250 (excludes deductible)	\$0 / \$2,000 (excludes deductible)
Health Savings Account (HSA) – Pocket for Co-pay	\$0	\$0 / \$4,500 (excludes deductible)	\$0 / \$4,500 (excludes deductible)	\$0 / \$4,000 (excludes deductible)
Annual Limit	Unlimited	Unlimited / \$2,500,000	\$2,500,000	\$2,500,000
Age Limit	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)
Durable Medical Equip.	100%	100% / 70%	100% / 70%	100% / 80%
Chiropractic	100%	100%	100%	100%
Skilled Nursing	100%	100% / 70%	100% / 70%	100% / 80%
Organ Transplant	100%	100% / 70% (if pre-authorized)	100% / 50%	100% / 50% <sup>39</sup>
Other Services	70%--See Certificate for exclusions	Not Covered	Limited Coverage – See Certificate for exclusions	Not Covered

**GL768-068/Tentative Agreement/2010-13 CBA-TA-  
| DRAFT #51-TO WMH 10/04/10**

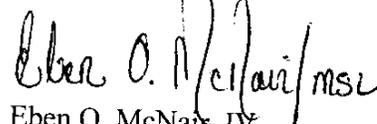


Wm. Michael Hanna, Esq.  
October 5, 2010  
Page 2 of 2

Schwarzwald McNair & Fusco, LLP

the existing bargaining unit members (candidates for the trainer position shall have at least ten (10) years of experience as a Custodian). Within forty-five (45) days after ratification, the Parties shall meet and mutually agree upon three individuals for each position, and the District, by the ninetieth (90<sup>th</sup>) calendar day after ratification, shall fill each position, choosing an individual from among the names on each such list. In the event the Parties are not able to agree on three individuals for one or both of the positions, the matter shall be immediately submitted to expedited arbitration. All future vacancies shall be filled through Civil Service, assuming an active Civil Service list of candidate(s); if no such list exists, then these positions shall be filled in the future pursuant to the procedure set forth in this paragraph.

Very truly yours,

  
Eben O. McNair, IV

EOM  
Attachments

c: Duane Gibson, President, NCF&O Local 777

AGREED TO AND ACCEPTED:

CLEVELAND MUNICIPAL SCHOOL DISTRICT

By:   
William Michael Hanna, Counsel