

AGREEMENT

Between

THE BOARD OF EDUCATION OF THE
CLEVELAND MUNICIPAL SCHOOL DISTRICT
and

CLEVELAND BUILDING TRADES COUNCIL
AND ITS AFFILIATED LOCAL UNIONS

Effective July 1, 2024-June 30 2026

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ARTICLE 1

PREAMBLE

The Cleveland Municipal School District, (hereinafter referred to as the “District”), and the Cleveland Building Trades Council and its affiliated local unions, (hereinafter referred to as the “Union(s)”) have, through good faith negotiations, reached certain agreements regarding the relationship of the District Trades Union and the employees represented by the Union, who are employed by the District.

ARTICLE 2

RECOGNITION

Section 1. The Union(s) is recognized as the sole and exclusive bargaining representative for the purpose of establishing wages and terms and conditions of employment for all employees within the bargaining unit. The exclusive bargaining unit shall include all employees in the trades and the District will not recognize any other union, organization, or person as the representative for any employees within the following classifications:

Heat and Frost Insulators, Boilermakers, Bricklayers, Building Trade Laborers, Carpenters, Cement Masons, Electricians, Glaziers, Iron Workers, Painters, Pipefitters, Plasterers, Plumbers, Roofers, Sheet Metal Workers, and Tile Layers. (The deleted classifications will be added in the Appendix as “Inactive Classifications”).

The foreman positions listed in the wage schedule shall also be part of the bargaining unit.

Excluded are all employees represented by other collective bargaining agreements, management level employees, confidential employees, office clerical employees, students, seasonal employees, supervisors (as defined by law), professional employees (as defined by law), and guards/security employees (as defined by law).

Section 2. Working Steward. The District shall agree to a working steward for each Trade Union. It is understood by the parties that working stewards shall only be paid by the District for Union business in attending grievance meetings, and shall be responsible for performing all regular duty as directed and scheduled by management without interference from the Union. The right to perform the above

Union business while on the District's payroll shall be used reasonably, not excessively, and shall not be abused. Stewards shall have no other special privileges, rights or benefits.

ARTICLE 3

MANAGEMENT RIGHTS

Except as specifically limited in this Agreement, the District shall have the sole and exclusive right to control all functions, operations and set all policies regarding the Cleveland schools, including, but not limited to, the sole and exclusive right to:

- a. Determine matters of inherent managerial policy 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 4

MISCELLANEOUS

Section 1. All previous rights and privileges and all wages and fringe benefits in effect prior to this Agreement shall remain in effect unless changed by this agreement.

Section 2. Classified And Coded Printout of Bargaining Unit - Employee Information. The Union will be sent by email by June 15th each year; one alphabetically by employee name and the other by work site. The printout shall include the following information:

- a. Employee name;
- b. Employee identification number;
- c. Date of appointment to current position;
- d. Current rate of pay;
- e. Asterisk the names of the employees whose union dues are being collected through the District payroll deductions; and
- f. Code by employment status.

Such printouts will not be shared with private or commercial agencies for promotional purpose.

Section 3. The District is implementing a new pay system. All employee pay records, including pay slips, reimbursement checks, W-2 forms, shall be in electronic format.

Section 4. Direct Deposit of Payroll Check. All employees must use direct deposit. However, a bargaining unit member will have the option of using a District pay card system.

Section 5. When the District is closed because of inclement weather day and employees are not required to be present, the Member shall be paid eight (8) hours for the day, even if not required to work. If a Member typically works a shift with more than eight (8) hours in a day, i.e., ten hour shift, then he or she shall be paid ten (10) hours for the day. If the District requires Members to be present when the District or a school building is closed because of inclement weather, then any Custodian who is required to work shall be paid eight (8) hours pay, plus eight (8) hours mandatory report time. If a Member typically works a shift with more than eight (8) hours in a day, i.e., ten hour shift, then he or she shall be paid ten (10) hours for the day, plus ten (10) hours mandatory report time.

Section 6. Accurate Contact Information. Employees must provide accurate contact information, including mailing address and telephone number. No Post Office boxes will be accepted.

ARTICLE 5

UNION SECURITY, DUES DEDUCTIONS AND FAIR SHARE FEES

Section 1. All present employees who are members of the Union on the effective date of this Agreement or become members during the term of this Agreement shall remain members of the Union unless such employee resigns from the Union during a fifteen (15) day period prior to the expiration

of this Agreement. Notice of resignation must be in writing and presented to the Union Representatives or the Employer during this period. The payment of an initiation fee and dues uniformly required of the membership shall be the only requisite condition of membership.

Section 2. The District shall transmit to the Union by the fifteenth day of the following month all monies withheld during the first pay of each month, along with an accounting as to each amount withheld; specifically, identifying Union members pursuant to the terms of the Ohio Revised Code Section 4117.09.

ARTICLE 6

VACATIONS

Section 1. Vacation Accrual. All employees in the bargaining unit shall receive the vacation designated below, with pay, each year in accord with their employment with the District. Employees shall accrue vacation as follows:

<u>VACATION EARNED FOR SERVICE</u>	<u>EACH MONTH OF SERVICE</u>
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)

All employees will accumulate vacation for each month that they are in active pay status. Employees are on active pay status when they are working, on vacation, sick leave, special privilege leave, jury duty or leave with pay. All vacation time under this Section shall accumulate throughout the year beginning July 1 and ending June 30 of each year. Vacation days may be used upon accrual.

Section 2. Vacation Buyback. Employees may be eligible to cash in a limited number of vacation days provided as follows:

- a. Before any vacation days may be cashed in, a bargaining unit member must have a minimum of fifty (50) vacation days accumulated.
- b. A bargaining unit member may cash in up to ten (10) vacation days.
- c. It is up to the discretion of the Chief Executive Officer and the Chief Financial Officer as to whether a buy back will be available in any given fiscal year.

ARTICLE 7

LEGAL AND DECLARED HOLIDAYS

Bargaining unit members shall receive Holiday pay for each of the following Holidays, provided that within a single school calendar year they are in pay status on their regularly scheduled work days immediately before and after the Holiday: New Year's Day (January 1), Martin Luther King, Jr. Day (the third Monday in January), President's Day (the third Monday in February), Good Friday, Memorial Day (the last Monday in May), Juneteenth (June 19th), Independence Day (July 4), Labor Day (the first Monday in September), Veteran's Day (November 11), Thanksgiving Day (the fourth Thursday in November), and the following Friday (Thanksgiving Friday) and Christmas Day (December 25).

To be eligible for payment for the Juneteenth holiday, the employee must actually work the scheduled work day before and the scheduled work day after the holiday.

Should New Year's Day, Independence Day, Veteran's Day and/or Christmas Day occur on a Saturday, the immediately preceding Friday will be observed as the paid Holiday. Likewise, should any of these Holidays occur on a Sunday, the immediately following Monday will be observed as the paid Holiday.

Any Monday which may immediately precede or any Friday which may immediately follow New Year's Day, Independence Day, and/or Christmas Day will also be granted as paid Holidays, provided the employee is in pay status on the regularly schedule work days immediately before and after the Holiday.

Bargaining unit members working on Good Friday and/or Christmas Eve will be released at noon and paid for a full day. When such early release occurs, those regular employees not scheduled to work on these days will be given four (4) hours Holiday pay provided they are in pay status on the regularly scheduled work days immediately before and after the Holiday.

ARTICLE 8

SICK LEAVE WITH PAY

Section 1. Each current regular employee shall be credited with paid sick leave at the rate of .75 days for every pay during the school year up to a maximum of 15 days. Accordingly, there are 20 pays during the school year which will afford the employee 15 total sick days. Unused sick leave shall be cumulative without limitation.

Section 2. Paid sick leave may, upon approval, be granted only for pregnancy leave and pregnancy-related medical conditions, actual sickness or injury, confinement by reason of a contagious disease or visits to a doctor or dentist for medical care of the employee or his immediate family (i.e., spouse, child, parent, sibling).

Section 3. Each employee is required to submit a written signed statement to justify the use of paid sick leave. Falsification of a statement is grounds for a suspension or termination of employment.

Section 4. 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.

Section 5. Employees who render service on a part-time basis shall accumulate sick leave at the same rate granted to full-time employees, but shall only accumulate sick leave at that rate while working their regular appointed hours.

Section 6. Any employee who has exhausted their paid sick leave, or a new employee, may be advanced up to five (5) days paid sick leave within the current year. This advanced paid sick leave will be recovered during the remainder of the school contract year as sick leave is earned. Remaining unearned paid sick leave charged to an employee, will, at the end of the school year, or at the termination of service, whichever occurs earlier, result in loss of pay.

Section 7. An employee who is hurt on the job shall have the option of using paid sick leave, Workers' Compensation benefits or his vacation, whichever he prefers.

Section 8. The District will place in each employee's pay voucher the current amount of accumulated but unused paid sick leave.

Section 9. The parties agree that the District will use the Attendance Policy Memorandum of Understanding attached as Appendix A effective July 1, 2007.

Section 10. The parties agree that the District will use the Transitional Work Salary Continuation Plan Memorandum of Understanding attached as Appendix B effective July 1, 2007. The Transitional Work Policy is attached as Appendix C.

Section 11. 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.

Section 12. Sick Leave Donation. An employee may donate accumulated sick leave to an eligible employee under the following conditions:

Employees of the Cleveland Metropolitan School District are granted a specified number of sick leave days each year, and unused days accumulate without limit. The District and Unions are cooperating with employees who wish to "donate" days from their accumulated totals to other employees who are in need of sick leave related to an approved leave of absence but who have exhausted their own supplies. Donated sick days used by a recipient represent an additional cost to the District. For this reason, and for the protection of both the donor and recipient, the District will regulate these transactions, in cooperation with union leadership. The following guidelines will govern the practice of donating sick days.

1. Sick leave may be donated only to an employee who has been approved by the District for a Leave of Absence for Extended Illness, Parental Leave, or Family Care Giving. A recipient must be a member of an employee group participating in a Sick Leave Donation program. An employee must have exhausted their own sick leave balance before donated days will be applied to their account and may receive an annual total of no more than 50 donated sick days per fiscal year.

2. The request to donate sick days will be made by a sponsor employee who is not the intended recipient of the donated sick days. A sponsor's request to initiate a sick day donation

solicitation shall be completed through an online donation process maintained by the District. A sponsor who initiates a sick day donation solicitation will receive an email requiring their validation of the request.

3. Upon a sponsor's validation of the donation request, confirmation emails regarding the donation request will be sent to the sponsor, recipient, recipient's supervisor, and identified potential donors.

4. Any employee who is a member of an employee group participating in a Sick Leave Donation program may donate to the recipient employee utilizing the online donation process. Donor employees must have an accumulated sick leave balance of fifteen (15) or more days in order to donate and must, after the donated days are subtracted, maintain a balance of at least fifteen (15) sick days. The total of an employee's sick day donations to all recipients may not exceed 5 days per fiscal year. A donor employee will confirm their donation offer through the online donation process.

5. Upon exhaustion of accrued Sick Leave by the intended recipient, completed offers to donate sick days will be submitted from the Talent Department to the Payroll Department for review and processing. This review will include confirmation that the recipient, donor, and offered donations meet the qualification requirements of the program.

6. The processing of approved donations will consist of the removal of donated days from the sick leave balance of the donor and the application of the donated days to the sick leave balance of the recipient.

a. A donor whose donation offer is processed will receive an email confirming the transaction, including the number of days donated.

b. The recipient of donated days will receive an email confirming the number of days received.

7. The donation of sick days is irrevocable. Any donated days which are not used by the recipient will remain credited to the recipient's accumulated sick day total and will not be returned to the donor by the District.

8. Donated sick days will not count toward the severance pay of the recipient.

The total of all donated sick days, whether used or not, will be subtracted from the recipient's sick leave balance at retirement.

9. The donation of sick leave days by one employee to another is a charitable act to be undertaken at the sole discretion of the donor. No employee has a right to expect to receive donated days, and no undue pressure on employees to donate sick days to another employee will be allowed. Solicitation of sick days must be undertaken by a third party, not by the intended recipient.

The sick day donation process is a discretionary service; any employee's refusal to donate will not be subject to formal grievances.

ARTICLE 9

LEAVES, LONGEVITY AND SEVERANCE PAY

Section 1. Special Privilege Leave. Employees of the District may be excused from duty as a matter of Special Privilege and granted leave of absence for a period not exceeding three (3) days in any one (1) school year, provided such request is made in writing and approved by the appropriate supervisor.

Such leave of absence will be granted without loss of pay, and shall not be deducted from the employee's accumulated days of sick leave.

1. These days shall not be taken for bargaining unit members (i) during the last two weeks of the school year and one week before the beginning of the school year; or (ii) the work day before or after a vacation period, holiday or recess period.
2. In emergency situations during the times noted in paragraph 1, above, approval may be granted by the immediate supervisor using the family emergency procedure. Emergency shall be defined as a situation of which the employee has no control and the employee did not participate in the decision for when the event was/is to occur.

3. Other than as an emergency, SPL days shall not require approval, explanation, or documentation so long as the day is requested at least five (5) work days in advance.
4. As of July 1 of each year, all unused Special Privilege days for the preceding year ending June 30 will be converted and credited to the employee's accrued sick leave.
5. Special privilege leave may be taken in half or full day increments.

Section 2. Assault Leave.

1. 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 of the Cleveland Metropolitan School District, shall be maintained in full pay status on assault leave, for the period of time set forth in Section 4 herein. Assault leave granted under these conditions shall not be charged against sick leave, earned or unearned provided the incident is timely reported and the employee timely files for workers compensation.

2. An employee must timely seek medical attention from the time that s/he has knowledge of an injury, must timely report the assault to the immediate supervisor and Safety & Security, or other appropriate District personnel if the supervisor of Safety & Security is not available, and must complete an incident report form and an Assault Leave Form in order to become eligible for this benefit. The District may make reasonable modifications to the incident forms and the Assault Leave Forms from time to time. The District will make every effort to make a determination as to whether the employee's application for assault leave will be granted within five (5) working days of notification by the employee of the occurrence. The employee shall furnish a certificate from a licensed physician stating the nature of the disability and its anticipated duration and should accompany a completed Assault Leave Form furnished by the District. Any assault leave extending five (5) days shall be subject to review by a District-appointed physician, including a physical examination at the physician's discretion to justify the use of assault leave.

Falsification of either a signed statement or a physician's certificate will be grounds for suspension or termination of employment.

3. Any employee who wishes consideration for restoration of full pay and sick leave status (consistent with the passage and amending of Ohio Revised Code §3319.143 effective September 30, 1976) may submit this request to the District. In the event that the request is rejected, the employee may file an appeal through the dispute resolution procedure. If an employee's absence resulting from assault is covered by Worker's Compensation, the District shall provide the additional compensation and benefits (including, without limitation, physician, hospital, optical, dental and life insurance benefits) that will provide the employee with the same pay rate and benefits received at the time of the assault for up to six (6) months from the date of the commencement of the assault leave. If the payment from the District reduces worker's compensation payments, or benefits, the District will make the employee whole for his or her full pay and benefits.

4. 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 Worker's Compensation, in which case the employee shall be granted an assault leave of up to, but not more than, six (6) months.

Section 3. Jury Duty.

1. Regular Pay During Jury Duty. Bargaining unit members will be paid their regular pay (not to exceed eight (8) hours per day) for the duration of jury duty. Bargaining unit members shall be paid by the District while serving on jury duty, providing that they notify the District when the notice to report is received.

2. Reporting Back to Work Upon Release from Jury Duty. Bargaining unit members must report at once to their immediate supervisors for duty if released prior to noon of the work day while on upon their release from jury duty. Employee must present documentation of their jury service upon return to work.

3. Funds Received. The employee may retain the funds received for performing jury duty to offset the employee's cost.

Section 4. Military Leave. Bargaining unit members shall be permitted to take military leave consistent with state and federal law.

Section 5. Severance Pay.

1. Severance Pay Based Upon Unused Sick Leave. At retirement from active duty, employees who are eligible to retire under a normal severance retirement program shall receive a cash payment equal to the value of thirty percent (30%) of their accumulated sick leave credit, not to exceed \$30,000.

2. Spousal Benefit. In the event an employee, who is eligible to retire dies prior to retirement, the District shall pay to the employee's spouse either:

- a. The benefit that would have been paid to the employee if he/she had elected to retire immediately before his/her death; or,
- b. \$2,500.00, whichever is less.

The total available benefit pool shall not exceed \$10,000.00 in any contract year.

3. Calculation Of Severance Pay Based Upon Unused Sick Leave. The calculation of severance pay based on accumulated but unused sick leave shall be made on the basis of each eligible employee's regular daily base rate of pay at the time of retirement.

4. Advance Written Notice. Severance pay and retirement inducement bonuses, if any, will be given to those employees who have given the District reasonable advance written notice, on such forms as may be prescribed by the Division of Human Resources.

5. Notice Of Eligibility. Individual employees who may qualify for severance pay based on accumulated but unused sick leave will be notified of eligibility at the time that notice of retirement from active status is given to the District.

6. 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 12; and
2. Upon agreement of the parties, any payment made to an employee pursuant to an early separation plan, should such a plan be offered at any time within the duration of this labor contract.

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

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

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

of the following year exceeds the maximum amount that is permitted under the 403(b) Plan for such calendar year, the excess shall be paid to the Participant in cash.

A. 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.

B. 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.

C. 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.

e. 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 the Union 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.

f. 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.

Section 6. FMLA Leave. Employees may file for Family Medical Leave Act (FMLA) consistent with federal law. Leave forms may be obtained from Human Resources.

Section 7. CEO Release Time. The CEO, in their sole discretion, may release one or more employees from work with pay for part or all day of the employee's workday. An employee released from work under this provision shall not have the released hours considered as hours worked for overtime

purposes under Article 20. The CEO's decision to release an employee or group of employees for part or all of an employee's workday shall not be subject to the grievance and arbitration provisions. The parties agree and acknowledge that the CEO's decision to release an employee or group of employees under this section does not create an expectation or obligation to release any other member. Moreover, notwithstanding any other provision in this agreement, the CEO's decision to release one or more employees under this section does not affect any non-released employee's rate of pay or work obligations during the release period and any statutory or contractual provisions related to Inclement Weather do not apply to the release of one or more employees under this section.

Section 8. Paid Parental Leave. The District is committed to the health and wellbeing of its employees, including the support of life transitions related to the expansion of their families. This policy entitles eligible employees to a continuous paid leave of absence during the twelve (12) month period following the birth of a newborn or the placement of a newly adopted child.

All regular full-time District employees who have completed sixty (60) days of continuous employment with the District prior to their qualifying event are eligible for Paid Parental Leave. Eligible employees may use up to twelve (12) continuous weeks of Paid Parental Leave (60 workdays), paid at 100% of their base pay.

Qualifying events for the twelve-week period include:

- Birth of a child; or
- Adoption of a child who is eighteen (18) years of age or younger or is over eighteen (18) years of age and is incapable of self-care due to a physical or mental disability.

For all the qualified events above, the employee must be the biological parent or adoptive parent and the qualifying event must occur on or after July 1, 2024.

If the two parents are both CMSD employees, each shall be entitled to twelve (12) weeks of continuous Paid Parental Leave.

Utilization of Paid Parental Leave must be continuous in nature.

Multiple births or adoptions within twelve (12) months of each other shall be considered as one qualifying event for purposes of determining eligibility for Paid Parental Leave.

In the event that a newly born or adopted child dies during the period of time that the employee is on Paid Parental Leave, the employee shall be entitled to the full extent of the Paid Parental Leave - the Paid Parental Leave shall not terminate due to the death of the child.

If an employee is FMLA eligible, Paid Parental Leave must be taken concurrently with FMLA Leave and be counted against FMLA Leave.

Sick Day Donations may be collected, but will not be eligible to be applied, during Paid Parental Leave. Donated Sick Days for a medically necessary leave beyond the 12-weeks provided through this policy will be administered consistent with collective bargaining agreements.

Upon separation of employment, unused Paid Parental Leave is forfeited; under no circumstance will this benefit be paid out.

Employees must submit a Leave Request at least 30 days' prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible) and provide all required documentation. Required Documentation for Paid Parental Leave for Birth or Adoption include a birth certificate or adoption certification.

If the documentation provided by the employee is insufficient or incomplete, the District will contact the employee in writing to request additional information. The employee will have seven (7) days to resolve any deficiencies.

The authorized representative of the District may contact the employee's health care provider for authentication and clarification so long as the employee has first been offered the opportunity to resolve incomplete documentation.

Employees returning from a leave of absence granted pursuant to this section shall be returned to their pre-leave job classification and geographic area of assignment.

ARTICLE 10

PROBATIONARY PERIOD

New employees shall serve a probationary period of one hundred twenty (120) calendar days. Discharge of an employee prior to the completion of the probationary period shall not be subject to the grievance procedure herein. This provision supersedes and preempts any Civil Service procedures and the parties agree that Civil Service shall have no jurisdiction over a discharge or discipline meted out during an employee's probationary period.

ARTICLE 11

LAYOFFS, BUMPING RIGHTS AND RECALLS

Section 1. No regular employee shall be laid off until after normal attrition and bumping rights specified herein have occurred. Layoffs shall be made on a classification by classification basis. The District may exercise its Article III Management Rights, and lay-off employees represented by the Union consistent with Ohio Revised Code §3319.172.

Section 2. Temporary layoffs (6 weeks or less) occasioned by such occurrences as strikes, calamity, act of God, etc., shall be made on a classification-by-classification basis. Employees temporarily laid off shall be laid off in inverse order of their service with the District in the classification in which the layoff occurs. There shall be no bumping between classifications in effectuating a temporary layoff. This provision supersedes any applicable Civil Service statute, rule, or regulation.

Section 3. Effective with the 2015-2016 school year, the following shall control:

Recall

Employees who are laid off or eventually bumped out of a classification shall be placed on a recall list. Employees will be recalled to work in the order in which they appear on the recall list except that If an employee has received the lowest evaluation rating for at least the initial and six (6) months evaluations, as set forth below, and is then laid off (in order of seniority), the District may decide to recall a less senior laid-off former bargaining unit member prior to recalling such individual. If there is more than one employee with the lowest rating, the most senior employee with the lowest rating shall be recalled

before the less senior employee with the lowest rating. An employee shall remain on a recall list for three (3) years after his/her layoff or bumping out of a classification. The District shall provide the Union with the recall list.

Additions to those recall lists shall be sent, in writing, to the Union as soon as the employees are laid off from or bumped out of a classification. A complete updated list shall be provided to the Union at least quarterly.

When a vacancy occurs within a classification, the vacancy shall be filled by the employees on the recall list for that classification as provided above.

The District shall send notification by certified mail to the Union and the laid off employee of vacancies to be filled from the recall list. The letter sent to the Union shall include the name of the laid off employee(s), the vacant position/classification and the building/location of the vacant position as they become available.

The District will attempt on three (3) occasions within 48 hours to contact the laid off employee via telephone using the last known telephone number on record. If the District is able to contact the laid off employee by telephone, the employee will be given the opportunity to accept or reject the vacant position over the phone. If after three (3) good faith attempts within the 48 hour period described above the District has not reached the employee, the next senior laid off employee in within the appropriate evaluation band will be offered the position. The employee who the District was unable to contact will be offered the next available position in his/her classification.

The District will then send a letter to the employee by certified mail indicating the laid off employee's acceptance or rejection of the vacant position. Included with the letter will be a form to be completed, signed and dated by the laid off employee indicating acceptance or rejection of the vacant position, and return instructions. If no response is received within three (3) days after the letter is mailed, the employee shall be deemed to have rejected the position and shall be removed from the recall list.

An employee who is offered such a vacancy, in writing, and refuses to accept that position shall be removed from the recall list. The District will not fill any position with a new hire while a recall

list for that classification is in effect. All day-to-day, substitute or probationary employees shall be hired from the recall list for the classification in which employees are needed, if such a recall list exists. However, the employees who wish to be on the day-to-day substitute list must inform the District of that in writing at the time their layoff becomes effective. The District will offer each employee the appropriate request form to be placed on that list prior to the last day of work of that individual laid-off employee.

The parties agree that this procedure shall supersede any applicable Revised Code or Civil Service statute, rule or regulation.

ARTICLE 12

JOB DESCRIPTIONS

The District will furnish to the Union upon request a list of all job classifications represented by the Union.

ARTICLE 13

DISCIPLINE

Section 1. Discipline only for just cause - Employees covered by this agreement shall be disciplined, demoted, suspended or discharged only for just cause under arbitral law.

Section 2. Progressive discipline - Progressive discipline shall apply, consistent with the District's right to bypass any or all steps of progressive discipline, depending upon the nature of the offense.

Section 3. The process for termination or suspension of any bargaining unit member without pay for good and just cause shall be as follows:

- a. If the administrator determines after preliminary investigation that a bargaining unit member may have engaged in conduct that could lead to a recommendation for termination or suspension without pay then bargaining unit member is entitled to a fact-finding.
- b. The fact-finding hearing will be held before the Chief Operating Officer or his Designee..
- c. The bargaining unit member and the union are entitled to written notice of: the allegations and the right to request representation and also to be provided with copies of any written evidence related to the allegations.

- d. The hearing will be held within a reasonable time (but no less than 48 hours) following receipt of the written allegations.
- e. The bargaining unit member will be given a meaningful opportunity to respond to the allegations.
- f. Not later than 10 days after the hearing the administrator shall notify the bargaining unit member and the Union in writing of the recommendation. If no discipline is recommended, the notification shall so state. If discipline is recommended, the notification shall state the discipline and the rationale, and shall provide a copy of the notice to the CEO.
- g. If the administrator recommends termination or suspension without pay then the CEO/designee shall review the evidence to determine whether the recommended discipline is warranted.
- h. The CEO shall make a recommendation regarding discipline within thirty (30) calendar days after the receipt of the recommendation.
- i. The Board can adopt or modify the recommendation but cannot impose more severe discipline.
- j. The Board shall notify the bargaining unit member and the Union of its decision.
- k. Termination or suspension without pay shall be effective immediately; disciplinary action of less than thirty (30) days shall not become effective until grievance procedures (including arbitration) have been exhausted, except for reasons of physical incapacity, mental incapacity or reasonable suspicion of criminal or moral violation.
- l. The bargaining unit member can appeal the discipline through the grievance procedures specified in the CBA.

The Weingarten Protocol set forth in Article XIV Grievance Procedure sets forth the process to be followed regarding investigatory interviews, i.e. meetings that may lead to disciplinary action, thereby granting the employee the right to union representation during the discussion.

ARTICLE 14

GRIEVANCE PROCEDURE

Section 1. Definition - A grievance is any matter concerning the interpretation, application or alleged violation of this Agreement.

Section 2. Definition Of Days. For the purpose of this provision, days shall mean a calendar day and work days shall mean a day, Monday through Friday, except for holidays.

Section 3. Number of Days Indicated Are The Maximum; Extension By Written Mutual Agreement. In order that grievances may be processed as rapidly as possible, the number of days indicated at each level are the maximum. Every effort shall be made to expedite the procedures; however, the time limits may be extended by written mutual agreement of both parties. The party seeking the extension shall notify the other party in writing and the notified party shall be deemed to have agreed unless it gives written objection within five (5) work days of receipt of the extension request. Time limits, specified in this procedure may be extended by written mutual agreement of the parties. The failure of the District to comply with any time limit within 10 days, providing all facts, information or other documentation were available or should have been available, will result in the automatic dismissal of any grievance action by the District. Similarly, failure of the Union to comply with any time limits within 10 days will result in the automatic dismissal of the grievance/action. The District will cooperate fully with the Union to find methods to expedite the grievance procedure to the maximum extent practicable.

Notification under this section by the Union to the District shall be made to the hearing officer for the Step for which the extension is requested. Notification under this section by the District to the Union shall be made to the Union Business Manager.

Section 4. Employee's Right To Continuous Representation. The aggrieved person or persons shall be represented at all stages of the grievance procedure by a Building Trades Council Representative.

Section 5. Discipline Involving Alleged Criminal Activity (Garrity rights). Any employee covered by this Agreement shall be afforded full treatment and protection under Garrity. Under Garrity, a bargaining unit employee, who as part of or subject to a District investigation, disciplinary proceeding or grievance hearing, would be normally expected to answer questions regarding their official duties and who refuses to answer on the ground that answers may tend to incriminate them will not be subject to disciplinary action. An employee exercising his/her Garrity right has a right to his/her own private legal representation at his/her own cost.

Section 6. Union's Right To Be Present At All Stages. The Union shall have the right to have its representatives present at all stages of the specified grievance procedure.

Section 7. Thirty Day Limitation, Except Where Grievance is Continuing. If the grievance procedure is not initiated within thirty (30) days after the aggrieved party knew, or should have known, of the event or condition upon which it is based, the grievance shall be considered waived, except for those grievances which are continuing in nature.

GRIEVANCE PROCEDURE

Grievances shall be resolved as follows:

STEP ONE:

If a dispute arises between the parties as to the meaning or interpretation or application of any provision of this Agreement or a claim or complaint based on an event which affects a term or condition of employment, an aggrieved employee and/or Union representative shall present a written grievance to the Chief Operating Officer or his Designee within thirty (30) days of when the employee knew or should have known of the event giving rise to the grievance. The Chief Operating Officer or his Designee shall take the necessary steps to consider the merits of the grievance. The Chief Operating Officer or his Designee shall have six (6) working days in which to adjust the matter. If the Chief Operating Officer or his Designee is the cause of the grievance, this first step shall be heard by another person designated by the Director of Labor Relations, or the Union or grievant can have the matter proceed directly to Step 2. The written grievance answer shall be delivered to the Union and grievant within six (6) working days of the hearing and shall state the rationale for the decision.

Expedited Grievance Procedure

In the event a bargaining unit member is suspended for ten (10) working days or less, the bargaining unit member may omit STEP 1 of the grievance procedure and file a written request with the Director of Labor Relations, for a STEP 2 hearing, which shall take place within forty-eight (48) hours after said filing.

STEP TWO:

If the matter is not satisfactorily adjusted at Step One within six (6) working days, then the grievance shall be presented within six (6) additional working days to the Director of Labor Relations by the Union or the employee, unless no Step One decision has been timely rendered, in which case, the Union or the employee shall have the option to wait until such time as the Step One decision is rendered or the Union or the employee decides to proceed to Step Two. The District has the right to postpone a decision with written notification to the Union with a mutually agreed upon timeline for rendering of the decision. A Step Two meeting shall be held within six (6) working days after presentation of the written grievance among the Director of Labor Relations, the grievant and Union Representatives, to fully discuss the grievance. Both sides shall present evidence either by witnesses or by signed affidavit or affirmation to address the issues raised in the grievance, provided however, where the subject of the grievance is termination, the District is required to present its evidence with respect to the employee's alleged wrongdoing by witnesses only, where possible (excluding students). Within ten (10) working days after the hearing, a written response to the grievance shall be sent to the grievant and the Union, stating the specific grounds for evidence regarding and rationale for the decision.

STEP THREE:

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

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

1. Grievances which have been appealed to arbitration may be referred to mediation if both the Union and the District agree. The mediation conference with respect to a particular grievance shall be scheduled in the order in which the grievance is appealed to mediation with the exception of suspension or discharge grievances which shall have priority.
2. Promptly after both parties have agreed to mediate, either party, by mutual agreement, shall notify FMCS and mutually agreeable arrangements shall be made for the conference.

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

- (A) The grievant is entitled to attend the mediation.
- (B) The parties must waive any time limits in their labor agreement while the grievance mediation step is being utilized.
- (C) The grievance mediation process is informal and the rules of evidence do not apply. No record, stenographic or tape recordings of the meetings will be made.
- (D) The mediator's notes are confidential and will be destroyed at the conclusion of the grievance mediation meeting. FMCS is a neutral agency created to mediate disputes and maintains a policy of declining to testify for any party, either in court proceedings or before government regulatory authorities.
- (E) The mediator will use problem solving skills to assist the parties, including joint and separate caucuses.
- (F) The mediator has not authority to compel a resolution.
- (G) If the parties cannot resolve the problem, the mediator may provide the parties in joint or separate session with an oral advisory opinion.
- (H) If the parties cannot resolve the grievance, they may proceed to arbitration according to the procedures in this Agreement.
- (I) Nothing said by the parties during a grievance mediation, nor any documents prepared for a mediation session can be used during arbitration proceedings.

- (J) The parties must agree to hold FMCS and FMCS Commissioners harmless for any claim or damages arising from the mediation process.

STEP FOUR:

- (A) If the matter is not resolved at Step Two, the Union shall have the right within thirty (30) work days of the date the Step Two answer is received by the Grievant to submit the matter to arbitration by informing the District that the matter is to be arbitrated. The fees and expenses of the arbitrator and the cost of the arbitration shall be borne equally by the District and the Union. The Union shall pay for its arbitration witnesses.
- (B) The arbitrator shall render a written decision and award resolving the controversy and ordering all appropriate relief. The decision and award of the arbitrator shall be final and binding on the District, the Union, and the employees' affected. The arbitrator is prohibited from making any decision or award adding to or subtracting from or modifying in any way the provisions of this Agreement or which is contrary to law.
- (C) The arbitration hearing shall be held and the award shall be made in Cuyahoga County, Ohio.
- (D) An arbitrator will be selected from the FMCS in accordance with the voluntary labor arbitration rules.
- (E) The Union has the right to expedited arbitration for any non-class action issue for which the District may immediately impose discipline pursuant to Step III, Paragraph 11 of this Article. Upon such declaration, the Union and the District will make immediate (within 24 hours) arrangements with the Federal Mediation and Conciliation Service for the expedited arbitration procedure and such procedure shall begin as soon as the Federal Mediation and Conciliation Service can initiate a hearing. It shall be the specific request of both the Union and the District to have a decision within seven (7) days of the hearing. Notwithstanding anything to the contrary above, the parties may by mutual written agreement, choose another expedited arbitration procedure.

- (F) Class action grievances may be expedited by mutual agreement between the Union and the District.
- (G) A non-class action issue shall be defined as an issue which impacts on five (5) or fewer bargaining unit members.

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

ARTICLE 15

HOSPITAL AND INSURANCE BENEFITS

Section 1. Medical Insurance.

A. Working Spouse Insurance Coverage.

1. Effective July 1, 2013, and except as provided below, if a bargaining unit member enrolls his/her spouse in any of District's health insurance plans 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 \$150.00 per month in addition to the employee monthly contribution for family coverage set forth in Section 2.

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, 2014.

4. Any bargaining unit member whose spouse becomes eligible for any employer/retirement plan sponsored coverage any time outside of the annual open enrollment period shall notify the District within thirty days of initial eligibility date.

5. If an employee 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 the discipline and grievance procedure.

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 \$150.00 monthly contribution as set forth above), as otherwise required by this section, shall be ineligible for benefits under any group healthcare/prescription drug plan 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.

B. Medical Benefits

Medical Insurance

1. Subject to the limitations in 1 above, 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: Anthem, Medical Mutual Super Med Plus, or UHChoice. 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 F. The effective date of coverage shall be the first month following thirty (30) calendar days of employment. 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 January 1, 2018, employees who enroll in either single or family coverage, will pay ten (10) percent of the monthly premium (COBRA equivalency). The employee contribution based upon the COBRA equivalency rate shall be calculated and become effective for the coverage periods beginning on January 1, 2019 and recalculated effective each January 1 thereafter. All employee contributions will be made by payroll deduction with the annual cost of health care benefits charged equally in installments twice each month.

Employees who enroll in single or family coverage will pay the following monthly employee contributions effective January 1, 2022: The monthly contributions for Anthem and MMO SuperMed Plus PPO shall be subject to the following monthly caps for the duration of this agreement: (i) for single coverage - \$110.00 and (ii) for family coverage - \$235.00. Employees who enroll in either single or family coverage will pay the following employee contributions for the duration of this agreement for UHChoice: (i) for single coverage - \$50.00 and (ii) for family coverage - \$120.00. All employee contributions are made by payroll deduction with the annual cost of health care benefits charged in equal installments twice each month.

However, if an employee and covered spouse (if the District is the primary provider for health care for both the employee and spouse) annually voluntarily participates prior to the open enrollment period (1) in biometric testing consisting of Body Mass Index (BMI), glucose, blood pressure and cholesterol testing and (2) completes a health risk assessment, the above employee contribution shall be reduced to the following: (i) for Anthem and MMO—single coverage--\$85.00, family coverage--\$190.00; and (ii) for UHChoice—single coverage--\$35.00, family coverage--\$100.00. The tests and assessments

shall be at no cost to the employee/covered spouse if billed by the provider as preventative care services as defined below. Results will be shared only with the individual employee (in the case of a covered spouse, only with that spouse) and the employee's physician (in the case of the covered spouse, only with the covered spouse's physician). Where the District is the primary provider for healthcare to the employee and the employee's spouse, both the employee and spouse must successfully complete the testing and assessment to receive the lower rate set forth in this paragraph. The testing and/or assessment shall be conducted through the employee's physician (or, if the employee's spouse is being tested/assessed, by the spouse's physician). The physician shall complete the form attached as Appendix H, *infra*, and submit that form to an independent third party mutually selected by the District and Local. That independent third party shall advise the District only that: (i) the employee/ covered spouse has completed the above test and assessment; and (ii) the date of such completion. The District and Local will jointly promote participation in these tests.

The District shall provide, at a minimum, the preventive services covered by the Affordable Care Act as of September 23, 2010, without any employee copayment or co-insurance or deductible. Those services are set forth below. The District's obligation shall continue without regard to the continuing existence of the Affordable Care Act.

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

- Mammogram
- Pap Test
- Bone mineral density test (age 60 and over)
- 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)

The level of benefits is summarized in Appendix G.

C. 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 as such coverage existed on June 30, 2017 and as summarized in Appendix G.

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 preexisting 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. Open Enrollment and Hard Audit. Unless otherwise agreed by the District and Union, open enrollment shall be the entire month of November for coverage effective January 1 of the following year. During the open enrollment period, the District shall have the right to conduct a hard audit as described herein 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.

F. Prescription Drug Plan. All employees will be covered by a prescription drug program administered through a provider mutually agreeable to the parties. All employees covered by any medical plan will be covered by the Prescription Drug Plan(s) as summarized in Appendix G. The level of benefits shall be the same as provided in the previous Collective Bargaining Agreement between the District and Local as provided by Medical Mutual of Ohio.

G. 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 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. (See Appendix J)

E. Dental Plan. All employees will be covered by a dental care program administered through a provider mutually agreeable to the parties.

A. Basic Plan. The District will provide for all employees a dental insurance plan with single or family coverage as required by each individual employee. The level of benefits is summarized in Appendix F, infra.

B. Enhanced Plan. The District shall continue to offer an enhanced dental plan, which benefits are modified effective January 1, 2018, and as summarized in Appendix F, infra. Employees who elect enhanced coverage shall pay the contribution amounts set forth in Appendix F, via payroll deduction.

F. 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 \$500,000 up to the limits of the policy in effect but not less than \$10,000 coverage.

Section 2. Cafeteria Plan.

A. The District shall continue to provide a “Cafeteria Plan” which will: (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 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 bargaining unit member during open enrollment or other qualifying event will be allowed to make a pre-tax “salary reduction” election up to the maximum amount allowable under IRC Section 129 at the start of open enrollment, 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. The maximum amount allowed, but in no amount greater than the established Internal Revenue Service (IRS) limit for that tax year, 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. Medical Care Flexible Spending Accounts (FSAs) will each have a \$500 non-expiring carry forward limit as defined by the IRS.

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

4. Continued Coverage.

- A. 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.
- B. 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.

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

6. Shared Savings. An employee shall be eligible to receive a payment from the District equal to one-half (1½) of up to \$500 in savings recovered by the District where the savings result from the identification by the employee of errors in his/her medical bills.

7. Extended Coverage of Hospitalization and Life Insurance. Coverage under the health and insurance programs will be extended through July and August for covered persons employed in positions which are normally school year active only. This extended coverage will terminate August 31 should the employee fail to return to active payroll status at this time.

8. SERS Pick-Up. The district agrees to continue the “pickup” of employee retirement contributions to the School Employees Retirement System (SERS) in accordance with Ohio Attorney General’s Opinion 82-097.

9. Health Care Subcommittee. A Health Care Subcommittee shall be established with up to five members appointed by the CEO and up to five members appointed by the Local President. Additional representatives may be invited to attend by agreement of the management and Union representatives. The Subcommittee shall review and make recommendations to the CEO and the Local President regarding any terms and conditions set forth in this Article, including, without limitation: (1)

mandatory re-enrollment; (2) selection of a Pharmacy Benefit Manager and review of that vendor's performance; (3) modifications to any portion of the article that will enhance benefits and/or control costs. Changes could include increased use of mail order prescriptions, drug deductibles, and such other modifications as the Subcommittee may want to consider; and (4) such other matters as the Subcommittee may elect to explore.

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

16. Opt-Out Option. During the enrollment period each year, employees will be provided with the option of declining health insurance coverage for the ensuing year. Such elections are irrevocable until the next annual enrollment period, provided, however, that if the employee's employment or marital status changes or the employee's spouse loses coverage, or any other "qualifying event" occurs, as that term is defined in ERISA, as amended, the employee and family may immediately be eligible for coverage. If the employee declines coverage for the year, s/he shall receive two semi-annual payments of \$250.00. These payments will be made in April and October. If the employee elects to change his/her coverage from family coverage to single (but would otherwise be eligible for continued family coverage) s/he will receive two semi-annual payments of \$125.00, payable in April and October. Any employee who has opted-out and has any change in spousal coverage may be eligible to re-enroll within the current year of employment provided that the employee returns a pro rata share of the payments received pursuant to this Section.

ARTICLE 16

SCHOOL EMPLOYEES RETIREMENT SYSTEM (SERS) PAYMENT

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

ARTICLE 17

SUBCONTRACTING

The District will provide the Union with the bid notification at the time the notice is released to the public for bid.

ARTICLE 18

VACANCIES

If the District determines a vacancy exists, the District will follow its normal procedure for filling the vacancy. In order to attempt to increase the number of applicants for a vacancy, notice of the vacancy will be provided to the Union so that it can post the vacancy in accordance with its normal posting procedure. The qualified candidates shall apply for the position through the District's normal application process and the District's normal selection process will be followed. For the duration of this agreement, the District agrees to maintain at least thirty eight bargaining unit positions unless layoffs are necessary due to financial reasons.

ARTICLE 19

EVALUATIONS

See Appendix "D"

ARTICLE 20

HOURS OF WORK AND OVERTIME

Section 1. Regular Work Week. The normal work week shall be from Monday through Friday of each week between the hours of 7:00 am to 4:30 pm with two fifteen (15) minute paid breaks, and with a one half (1/2) hour unpaid lunch.

Section 2. The four hours contiguous to the regular work day, either before or after, and up to twelve continuous hours that start and finish on Saturday, shall be paid at 1.5 times the regular hourly rate. All hours worked all day Sunday, and Holidays shall be paid at the double time pay rate.

Section 3. In computing overtime, an excused absence as defined by the Attendance Control policy shall be considered as time worked for the member who was on an excused absence.

Section 4. Minimum Pay When Required To Report Back To Work. An employee required to report back to work after the close of his/her shift, or on any day that is not a regular work day or scheduled work day, shall perform necessary repairs, preventive maintenance or other assigned duties and be paid a minimum of one hour and three hours if there are others duties to perform as determined by management.

Section 5. Call Back Compensation. If an employee is called back to work within four hours contiguous to his/her starting or ending time, all time worked as a result of that call in shall be paid at 1.5 times the employee's regular hourly rate. If an employee is called in outside of these four contiguous hours, all time worked as a result of any call outside of the four hour windows set forth in this paragraph shall be paid at 2 times the employee's regular hourly rate. However, the call-in hours shall not be used in computation of overtime.

Section 6. Union Stewards shall record all scheduled time and overtime on behalf of the Union and Foreman shall do the same on behalf of the District. The Steward, Foremen, and a District designee shall reconcile all scheduled time and overtime monthly.

Section 7. The Union Steward and Foremen are responsible for ensuring overtime is offered in a fair manner among the members of their trade. If an employee refuses or cannot work offered overtime, that time will still count as time offered for purposes of this requirement. When possible, employees shall be notified 48 hours in advance of scheduled overtime.

ARTICLE 21

WAGES

For all positions, effective July 1, 2024, all base wages will receive an increase of 4.0%, rounded to the nearest cent.

Effective July 1, 2025, all base wages will receive an increase of 2.0%, rounded to the nearest cent.

In the event the contract is extended to the 2025-26 year in advance of the January 1, 2025, or January 1, 2026, deadlines identified in the Duration section of this Agreement, effective July 1, 2026, all base wages will receive an increase of 3.0%, rounded to the nearest cent.

Differentials, Longevity Increments and Stipends identified within the agreement will not be increased during the term of the agreement.

During the negotiation of this agreement, the Union noted that there are wage disparities in some of the crafts. As a result, the District and the Union agree these disparities will be a topic to be negotiated for the successor agreement.

Compensation Schedules
Classified Hourly Schedule 2024-2025 to 2026-2027
Cleveland Building Trades Council and its Affiliated Local Union

Job Class	Job Title	2024-2025 4%	2025-2026 2%	2026-2027 3%
550210	Boilermaker	\$42.28	\$43.13	\$44.42
550020	Bricklayer	\$42.47	\$43.32	\$44.62
530010	Bricklayer Foreman	\$44.65	\$45.54	\$46.91
550050	Carpenter	\$41.72	\$42.55	\$43.83
530020	Carpenter Foreman	\$44.97	\$45.87	\$47.25
550060	Cement Finisher	\$40.21	\$41.01	\$42.24
550070	Electrician	\$42.28	\$43.13	\$44.42
530030	Electrician Foreman	\$47.60	\$48.55	\$50.01
550080	Glazier	\$41.72	\$42.55	\$43.83
530120	Heat and Frost Foreman	\$44.64	\$45.53	\$46.90
550010	Heat and Frost Worker	\$34.92	\$35.62	\$36.69
550090	Ironworker	\$41.71	\$42.54	\$43.82
550095	Ironworker Foreman	\$41.71	\$42.54	\$43.82
550100	Laborer-Building Trades	\$34.73	\$35.42	\$36.48
550130	Painter	\$36.75	\$37.49	\$38.61

530040	Painter Foreman	\$42.61	\$43.46	\$44.76
550190	Pipefitter	\$42.29	\$43.14	\$44.43
530070	Pipefitter Foreman	\$46.27	\$47.20	\$48.62
550150	Plasterer	\$40.67	\$41.48	\$42.72
530050	Plasterer Foreman	\$43.28	\$44.15	\$45.47
550160	Plumber	\$41.76	\$42.60	\$43.88
530060	Plumber Foreman	\$45.70	\$46.61	\$48.01
550170	Roofer	\$42.27	\$43.12	\$44.41
530090	Roofer Foreman	\$44.89	\$45.79	\$47.16
550180	Sewerman	\$35.56	\$36.27	\$37.36
550200	Sheet Metal Worker	\$42.56	\$43.41	\$44.71
530080	Sheet Metal Foreman	\$44.06	\$44.94	\$46.29
550120	Tile Setter	\$40.21	\$41.01	\$42.24

Differentials

Differential**	2024-2025	2025-2026	2026-2027
Swing Stage and Window Jack	\$0.74	\$0.74	\$0.74
Spray Paint	\$1.01	\$1.01	\$1.01
In-Charge	\$1.21	\$1.21	\$1.21

**Added to Hourly Rate; no change for 2024-2025 to 2026-2027

Longevity - Longevity will be frozen midnight, June 30, 2012 for all bargaining unit members hired prior to July 1, 2011. Bargaining unit members hired prior to July 1, 2011 with less than 20 years, will be eligible to receive longevity compensation at his/her 20 year mark and will be then be frozen at the 20 year mark. Any employee hired after July 1, 2011 will not be eligible at any time to receive longevity.

ARTICLE 22

DRUG TESTING POLICY

When there is reasonable cause to believe that an individual employee is using illegal drugs or alcohol at work or is under the influence of drugs or alcohol at work, and/or pursuant to current District CDL Drug Testing regulations such employee will be directed to report to the District designated physician or medical clinic, on District time and expense, for a fitness for duty examination. This will involve appropriate testing, including possible urine or blood tests or breathalyzer exam as determined by the

appropriate medical personnel. The circumstances supporting the allegation shall be reduced to writing, signed by two (2) referring supervisors who have received drug/alcohol abuse education, and provided to the appropriate personnel and the Union prior to testing.

An employee may be referred for such fitness for duty screening if two (2) referring supervisors who have received drug/alcohol abuse education have a reasonable suspicion that the employee is then under the influence of alcohol or a controlled substance. The demand for a urine, blood or breath specimen shall be made based only upon specific, objective facts, and reasonable inferences drawn from those facts in light of experience, that the employee is then under the influence of drugs or alcohol so as to endanger fellow employees, the public, or otherwise adversely impact on the employee's ability to perform his or her job duties. In addition, employees may be referred for mandatory urine, blood or breathalyzer tests to determine substance abuse as part of a disciplinary probation for employees who have violated the District's drug and alcohol rules. An employee shall be entitled to the presence of a Union representative before testing is administered. An employee who refuses to take a drug or alcohol test may be discharged immediately by the District.

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

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

samples to a reputable physician, or laboratory of his or her choosing for a re-testing. An employee shall be deemed to have failed an alcohol test if:

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

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

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

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

An employee who fails a drug or alcohol test for the second time during his employment with the District may be discharged immediately by the District, subject to just cause and the provisions of the grievance procedure.

The District after bargaining with the Union, shall adopt random drug testing policies only for employees who are required to be randomly tested under law (e.g., Department of Transportation regulations regarding employees required to have a Commercial Drivers License).

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

The Union shall be indemnified and held harmless by the District for any violation of an employee's constitutional common law, or statutory rights.

ARTICLE 23

EMPLOYEE DISCLOSURE REQUIREMENTS

Section 1. Disclosure of Criminal Violations. Any employee who pleads guilty to or is convicted of any offense set forth in Section 3319.39 of the Ohio Revised Code, any substantively comparable ordinance of a municipal corporation or any substantively comparable statute of another State shall be required to disclose such conviction or plea of guilty to the School District. Failure to do so can result in disciplinary action up to and including termination. Convictions of, or pleas of guilty to the offenses described above are not an automatic bar to continued employment, but the District has the right, on a case-by-case basis and for just cause, to terminate employees convicted of such offenses, in the future.

Section 2. Disclosure on Employment Application. Pursuant to the Management Rights clause, the District reserves the right to take appropriate disciplinary action with regard to employees who fail to truthfully fill out their employment application.

Section 3. Section 3. Disclosure of Arrest Warrants. Employees knowledgeable of outstanding arrest warrants must notify the School District of the warrant and resolve the warrant as expeditiously as possible. An employee may use a vacation day or a restricted special privilege leave day to resolve the warrant; otherwise, an employee arrested on a warrant will not be allowed to return to pay status until submission of documentation that the warrant has been resolved .

Section 4. Pre-Employment Criminal Background Investigation. Pursuant to Section 3319.39 of the Ohio Revised Code, the employment of any employee is conditional until a criminal records

check has been completed and reveals that the employee has not been convicted of any crimes listed in that statute.

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

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

ARTICLE 24

CONTRACT DURATION

This Agreement shall be effective, July 1, 2024 through June 30, 2026.

In the event the District is able to certify the availability of funds to extend the Agreement for one additional year (from July 1, 2026 through June 30, 2027), the District will extend the Agreement and the Agreement shall remain in effect for the additional year.

In the event the District is not able to provide such certification by January 1, 2025 but the is able by January 1, 2026 to certify the availability of funds to extend the Agreement for one additional year (from July 1, 2026 through June 30, 2027), the District will extend the Agreement and the Agreement shall remain in effect for the additional year.

If the Agreement is extended through June 30, 2027, pursuant to this section, the wages identified within Article 21 of this Agreement and attributable to the 2026-27 year, will go into effect for that year.

ARTICLE 25

ENTIRE AGREEMENT

The above shall constitute the entire agreement between the parties and no other oral or extrinsic agreements or representations exist.

APPROVED BY:
CLEVELAND MUNICIPAL SCHOOL
DISTRICT

By: Karen G. Morgan II
Its: Chief Executive Officer

DocuSigned by:
Kenneth C. Kudela
F2304DFBC9A441E...
Bricklayers Local Union #23

DocuSigned by:
Charles W. Wanas
17CFD2A3135422...
Cement Masons Local Union #404

DocuSigned by:
Terence P. Joyce
16B78F2C8DE1488...
Builders Laborers Local Union #310

DocuSigned by:
Donald Als
7EBC3DC91B71453...
Pipefitters Local Union #120

DocuSigned by:
Steve
D99E1AF469794BD...
Plumbers Local Union #55

DocuSigned by:
Ted Arhin
2AD08EE924C09A0...
Sheet Metal Workers Local Union #33

DocuSigned by:
Ken Damberger
87DE7D28912A43D...
Heat and Frost Insulators Local #3

CLEVELAND BUILDING TRADES COUNCIL
AND ITS AFFILIATED UNIONS

By: David J. Wandhansen
Its: Executive Secretary

DocuSigned by:
Marty Mahon
551CC9055A4D480...
Boilermakers Local Union #744

Signed by:
Daniel V. Gallagher
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Electricians Local Union #38

DocuSigned by:
Rich Jordan
F9A6640D73CC4D0...
Ironworkers Local Union #17

DocuSigned by:
Lou Ferrante
2D230447F9094CF...
Painters District Council #6

Signed by:
Bill Nails
AF7652BF8C9C48E...
Plasterers Local Union #526

DocuSigned by:
Willie
7B66353CFA02468...
Roofers & Waterproofers Local Union #44

DocuSigned by:
Matt McGriff
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CMWRCC

Date: August 26th, 2024

APPENDIX A

Memorandum of Understanding

The purpose of the Memorandum of Understanding is to agree on a process for replacement of the existing Attendance Policy in the collective bargaining agreement modeled after the attached “Attendance Incentive and Absence Management” process.

It is expressly understood and agreed that the replacement of the current Attendance Policy will only occur if all of the District’s non-teaching unions (Custodians Local 777, Laborers Local 860, SEIU District 1199, Teamsters Local 407, Ohio Patrolmens’ Benevolent Association, Teamsters Local 244, Cleveland Council of Building Trades) agree to the replacement policy.

The parties agree to meet as members of a committee to reach an agreement on a new Attendance Incentive and Absence Management process. The committee will consist of two representatives of each bargaining unit and two representatives of the District. Other bargaining unit members or District employees may be called in by agreement to assist the committee in its work. Unless agreed to by the other parties, if the committee has not reached an agreement as to a new attendance policy by June 30, 2017, then the existing language regarding Attendance will remain in full force and effect for the duration of the agreement.

Attendance Incentive and Absence Management Purpose

Regular, reliable and prompt attendance is essential for the functioning of the District and supports our District values. Poor attendance makes it difficult for the District to function effectively and has a negative impact on student achievement. Additionally, employees who do not maintain regular, reliable and prompt attendance place a hardship on other employees who must cover their absence. While some allowances may be made for situations beyond the control of the employee, unexcused absenteeism, tardiness, early departure or failure to report absence or tardiness, will be cause for disciplinary action, up to and including termination.

Attendance Incentive

For purposes of calculating the attendance incentive a “day” shall be the number of excused sick leave days and special privilege days used by an employee.

In recognition of exemplary attendance employees will receive stipends payable by June 30 of each fiscal year.

Perfect attendance (zero days missed)	\$400
One day missed	\$300
Two days missed	\$200
Three days missed	\$100

Absence and Tardy Abuse Policy

An incident resulting in discipline under this policy cannot be used as a basis for discipline under any other District or departmental policies. All due process rights afforded by Loudermill and Weingarten shall apply.

Definitions

Excused Absence

Excused absences are not counted as absence occurrences. Excused absences include: sick days (unless unexcused as defined below), special privilege days, vacation days, workers compensation leave, assault leave, jury duty, military leave, Family and Medical Leave or otherwise documented medical leave.

Unexcused Absence/Tardy

An unexcused absence can be either Pattern Absence Abuse or Excessive Absenteeism.

Pattern Absence/Tardy Abuse

Pattern absence/tardy abuse occurs when there is a repeated or regular pattern of absenteeism. For example, this may include, but is not limited to include such situations as calling in sick or being tardy primarily on Mondays or Fridays or before or after holidays and major events, or on training days or cleaning days.

Excessive Absenteeism/Tardiness

Excessive absenteeism occurs when the staff member has missed work or is late to work without excuse or approval, which does not qualify as an excused absence or for reasons not permitted by law.

If the employee is absent more than three consecutive scheduled work days, or if the District suspects sick leave abuse, or to confirm the wellness of the individual to return to work, then medical documentation must be provided from a medical provider to the Talent Department/designee within two working days of the employee's return to work, or the absence will be considered unexcused.

Tardiness/Early Departure

- Tardiness is arriving up to 1 hour late
- Early Departure is leaving up to 1 hour early
- Being late returning from lunch or a contractually required break will be considered tardiness.
- An employee will not be considered to be tardy or to have departed early in situations involving illness or emergency. The employee shall submit in writing the reason for arriving late or leaving work early, along with any supporting documentation, within one day of the employee's return to work.

Employee Required to Provide Notification to Supervisor/Lead Person

The employees is required to provide notification to his/her supervisor/lead person if they are unable to be at work on time or are otherwise unable to work as scheduled. When an employee cannot avoid being late to work or is unable to work as scheduled, the employee is expected to provide notice to his/her supervisor/lead person using the designated call-in procedure as soon as possible in advance of the anticipated tardiness or absence.

Absence Reporting

Absence reporting is the duty of each employee to report his/her absence or tardiness to their supervisor/lead person prior to the start the employee's work day and to report a need for early departure to their supervisor/lead person as soon as the employee knows that he/she will need to leave work early.

Unexcused absence reporting is the failure of an employee to report his/her absence, tardiness, or early departure as required in the immediately preceding paragraph above.

Excused absence reporting occurs if the employee either: 1) consistent with the process designated in writing by the employee's supervisor/lead person; or 2) is unable to report his/her absence, tardiness, or early departure as stated above due to an emergency or situation beyond the control of the employee. In such cases the employee shall be required to report the absence, tardiness or early departure by the close of the next work day, otherwise the failure to report shall be deemed to be unexcused.

Failure to report to work or reporting late to work without contacting the department may result in disciplinary action as set forth below,

Failure to report to work or to report an absence for five (5) consecutive scheduled workdays without contacting the department is considered a voluntary resignation.

Absence Occurrence

- Each single day of unexcused absence and each portion of a day greater than 1 hour of unexcused absence counts as one occurrence.
- Each tardy or early departure instance (arriving up to 1 hour late or leaving up to 1 hour early) counts as one half (1/2) occurrence. Being late returning from lunch or a contractually required break will be considered tardiness and will count as one half (1/2) day occurrence.
- Each unexcused absence reporting by an employee will count as one occurrence.

Progressive Discipline for Absence, Tardy or Early Departure Abuse

Disciplinary Action Steps

The District policy of disciplinary action for attendance abuse consists of four steps which are generally administered in progressive order. However, in some cases, the seriousness of the infraction or performance issue may warrant skipping one or more steps in the process. To assist supervisors in determining the appropriate level of disciplinary action in a particular situation, and to promote consistency in the application of the disciplinary action process, a chart at the end of this section provides examples of infractions and appropriate action steps. At each of these steps the employee will be entitled to a meeting with union representation at his/her request and will have a meaningful opportunity to respond to the allegations.

Step One: Counseling/Verbal Warning

After the first occurrence, as defined above, the supervisor will provide a warning to the employee through a documented conversation with the employee in order to improve the attendance concerns and put the employee on notice that additional attendance issues will result in disciplinary action.

Step Two: Written Reprimand

Following Step One, when an employee incurs an additional absence occurrence within a twelve month period, the employee will receive a written reprimand. The written reprimand is a formal method of informing an employee of absence or tardy abuse. The written reprimand occurs after an employee has received counseling from their supervisor related to the issue(s), and it is intended to encourage the employee to change the behavior.

Step Three: Three Day Suspension Without Pay

Following Step Two, when an employee incurs an additional absence occurrence within a twelve month period, the employee will receive a three day suspension without pay.

Step Four: Termination

Following Step Three, when an employee incurs an additional absence occurrence within a twelve month period, the employee will be terminated.

Disciplinary Action Track for Attendance Abuse

Absence and tardiness issues are addressed as a single track in the attendance abuse disciplinary action process. For example, an employee who has been issued a first level warning for a tardiness issue would receive a second level warning for an attendance issue that warrants disciplinary action.

Length of Time Disciplinary Action Remains Active

Disciplinary action is active for a period of up to two years. The calculation of the two year period will begin with the date of the incident giving rise to the action step for the first event. Within the first year following a disciplinary action for attendance abuse, the next level of disciplinary action will be taken. If it is more than one year from the last similar disciplinary action for attendance abuse, then the same level of disciplinary action generally should be applied. If it has been two or more years since the last disciplinary action, no reference should be made to any previous disciplinary action.

Infraction	Action Steps			
	1st Offense	2nd Offense	3rd Offense	4th Offense
Failure to report absence in a timely manner as required by department procedures	verbal warning	written reprimand	3-day suspension	termination
Unexcused tardiness/or early departure abuse	verbal warning	written reprimand	3-day suspension	termination
Unexcused absence	verbal	written	3-day	termination
	warning	reprimand	suspension	
			3-day suspension	termination
Knowingly Falsifying time reporting entries				up to termination
Failure to report to work for four consecutively scheduled workdays without notifying immediate supervisor				termination

APPENDIX B: WORK SALARY CONTINUATION PLAN

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 Municipal 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, if eligible.

However, an employee who has settled his/her workers' compensation claim with Cleveland Municipal 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 Municipal School District Wage Continuation Program agrees to the terms and stipulations as described in the Cleveland Municipal School District Return to Work/Transitional Work Policy. (See Appendix C).

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 Municipal School District Wage Continuation Program

Eligibility Requirements and Benefits. Eligibility for the Cleveland Municipal School District (CMSD) 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 from the date of injury or until the employee's work restrictions reach a permanency level whichever occurs first, during which time the employee will remain on the District's payroll, provided proof of continued temporary 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 C
TRANSITIONAL WORK POLICY

Statement of Policy

Cleveland Municipal Schools has experienced ever increasing costs in the area of Workers' Compensation. It is the goal of both management and labor, through the Cleveland Municipal 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 Municipal 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)/placed under permanent work restrictions.
- 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 District 1199 bargaining units are intended for District 1199 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 Municipal Schools preferred provider network and facility(s) will be selected by the District. 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 and the employee continues to follow up with the program physician and their treatment recommendations as directed. The employee will sign any necessary waivers to allow their personal physician(s) to release information to the program physician. The employee's program 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.

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 Municipal 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, he or she will no longer be eligible for the District's Salary and Wage/Transitional Work program. In this event, he or she will be referred to Human Resources and instructed to apply for appropriate work accommodations. Human Resources will determine whether or not reasonable accommodations can be made under their guidelines.

In the event that an employee is released off of work for a consecutive 3-month period, or under work restrictions for a consecutive 6-month period, CMSD may schedule an independent medical examination to determine the employee's work restrictions and/or the duration of the restrictions (temporary or permanent) as well as the employee's feasibility for vocational rehabilitation and act upon the doctor's

recommendations accordingly. CMSD will continue to have the ability to schedule an independent medical examination at its discretion every three months thereafter for as long as the employee remains in the program. Should the independent medical physician release the employee to work with restrictions, find that his restrictions have become permanent, or find that the employee is eligible for vocational rehabilitation, the light duty job offer, permanency finding, and/or vocational opinion will be sent to the employee's preferred provider for his or her review and opinion. Should an agreement not be reached between the physician who conducted the independent medical examination and the employee's preferred provider on the employees work restrictions and/or vocational rehabilitation eligibility, and the employee should request it, a third opinion will be obtained from another independent medical physician. The third opinion shall be determinative of the employee's work status, restrictions, and/or vocational rehabilitation eligibility status under the program and shall not be subject to further appeal or review. Failure of the employee to follow such recommendations will result in he or she becoming ineligible for the program.

APPENDIX D

EVALUATION

The District is proposing that its Non-CTU unions meet and negotiate an update to the evaluation procedures agreed upon as part of the 2013 negotiations. A similar proposal will be made to the other non-CTU unions.

Cleveland Metropolitan School District

Performance Evaluation for

Classified Represented Educational Support Staff

CRESS

To be updated after negotiations

Employee Name: _____

Position: _____

Evaluation Period: From: _____

To: _____

Evaluator: _____

Date: _____

Instructions

Objectives for the Performance Evaluation

1. At the beginning of each school year there should be a discussion between the supervisor and the employee regarding job expectations.
2. The performance evaluation should be a process between the employee and the evaluator during which the evaluator provides a fair, objective, and documented assessment of the employee's performance and the employee has the opportunity to respond and provide his/her perspectives.
3. The evaluator is expected to consider the entire review period when conducting the evaluation with documentation, as appropriate, for significant events that have occurred.
4. The performance evaluation should focus on the development of the employee regarding their job capabilities and career opportunities.
5. Performance that meets or exceeds expectations should be recognized in a positive manner.
6. The performance evaluation should conclude with an understanding being reached between the evaluator and the employee on the employee's performance, accomplishments during the review period, development needs, and specific action plans with clear timelines to address them.

Instructions for Completing the Evaluation Form

1. Reviews are to be conducted on an annual basis no earlier than 60 calendar days before the last scheduled work day of the year for ten month employees and no earlier than 60 calendar days before June 30 for twelve month employees.
2. Review the employee's job responsibilities and consider his/her performance during the entire review period, including documentation of significant events that have occurred.
3. For each factor, evaluate the sub-factors using the wording of the rubrics as a guide to determine your rating. All rating descriptions will only apply to this performance evaluation process. If a sub-factor does not apply to the employee, use "N/A."
4. If a rating on a sub-factor is below "Skilled" but there is no supporting evidence, the rating will become "Skilled."
5. Note accomplishments and performance improvement needs and plans in the "Summary of Accomplishments and Developmental Needs" section of the form. (Required)
6. Record the sub-factor ratings in the Ratings Summary section and determine the Total Performance Rating using the enclosed total performance ratings guide.
7. Any sub-factor rated as "Marginal" should be discussed and documented In the Summary of Accomplishments and Development Needs.
8. If A Total Performance Rating of "Ineffective/At Risk" requires a Performance Improvement Plan that includes (1) The specific performance improvement need, (2) The action to be taken, (3) The time period for completion, and (4) The timing for a follow up review. These Performance Improvement Plans are to be documented on the attached Performance Improvement Plan form.

Instructions for Conducting the Review

1. A meeting must be held between the evaluator and the employee to complete the evaluation process.
2. Schedule the meeting at a mutually convenient time in a location that provides an opportunity to have a confidential uninterrupted discussion.
3. Give the employee a copy of the performance evaluation form.
4. Use the rubrics to explain the sub-factor ratings.
5. Review the summary of the employee' accomplishments and development needs.

6. Use the guidelines to explain the Total Performance Rating to the employee.
7. For a Total Performance Rating that is “Ineffective/At Risk” establish the terms of the Performance Improvement Plan as noted on the Performance Improvement Plan form.
8. Seek the employee’s feedback regarding the contents of the review, answer questions and seek to reach an understanding on the ratings and the total review.
9. Request that the employee sign the review form acknowledging that the review has been conducted. If an employee declines to sign the form, note that on the review form.
10. Employees may submit comments regarding their perceptions of the review. These comments are to be attached to the review form.
11. The employee receives a copy of the completed and signed review form, the original shall be forwarded to Human Resources for inclusion in the employee’s personnel file (along with any employee comments that are submitted), and a copy can be retained by the evaluator.

Employee Responsibilities

1. Employees should come to a performance evaluation meeting prepared to discuss their performance during the review period, development needs, and plans to improve performance.
2. Employees are encouraged to complete a self-evaluation using the same performance evaluation form as the evaluator. The employee then has the option of using this self-evaluation:
 - a. As notes to be discussed as desired in the evaluation meeting, or
 - b. To submit under Attachment 4 to the performance evaluation form, “Comments Provided By Employee” along with any other documentation the employee wishes to submit.
3. Employees may also choose not to complete a self-evaluation form
4. Employees are expected to actively participate in the performance evaluation discussion by listening to the evaluator’s performance feedback, asking questions to clarify understanding, responding to development recommendations in a positive manner, and seeking to reach an understanding with the evaluator on any areas of disagreement.
5. By the end of the following workday after a performance evaluation discussion, employees can document in a statement that will be attached to the performance evaluation form under Attachment 4 any areas of disagreement with the evaluation that are not resolved during the meeting.
6. An employee may contact human resources if they have other questions or concerns regarding the performance evaluation process.

Professional Development Assistance for “At Risk” Employees (See Attachment 2: Performance Improvement Plan Flow Chart)

1. Initial Review: Following an initial “Ineffective/At Risk” total performance rating:
 - a. A meeting between the evaluator and the employee is to be held within 21 calendar days. The evaluator will develop a Performance Improvement Plan (PIP) to be reviewed with the employee using the Performance Improvement Plan form (Attachment 1 of the performance evaluation form).
 - b. The employee can have a union representative present if desired, and is to sign off if they do not (With the union getting a copy of the signed form if they do not want a union representative present).

- c. If the PIP meeting is not held within 21 calendar days, the performance improvement period defined in the MOU does not begin, and a follow up full review is to be held in six months from this 21st calendar day reviewing the employee's performance during the six month period since the initial review.
2. Six-Month Review: If the PIP is completed within the 21 day period following the initial "Ineffective/At Risk" review the employee shall be re-evaluated with a full review in six (6) months from the date of the initial review.
 - a. If the employee's total performance rating has improved to above "Ineffective/At Risk", the employee shall be returned to the normal evaluation cycle, and the employee's next review will be for the remainder of the normal review cycle following the six (6) month review.
 - b. If the total performance rating continues to be "Ineffective/At Risk", the process defined in 1 a. & b. above will be used to develop a new PIP.
 - c. If the PIP meeting is not held within 21 calendar days, the performance improvement period defined in the MOU will continue at this six-month level, and a follow up full review is to be held in six (6) months from this 21st calendar day.
3. Ninety-Day Interim Reviews: If the PIP in 2 a. & b. above is completed within the 21 day period following the six-month "Ineffective/At Risk" review the employee shall also receive interim reviews no less frequently than every ninety (90) days during the next twelve (12) months which will consist of a review of progress made in accomplishing the goals of the PIP developed at the time of the six-month review.
4. Twelve-Month Review: The employee shall be re-evaluated with a full review in twelve (12) months from the date of the six-month review.
 - a. If the employee's total performance rating has improved to above "Ineffective/At Risk", the employee shall be returned to the normal evaluation cycle unless a different cycle is agreed to by the Union and District.
 - b. If the total performance rating continues to be "Ineffective/At Risk", the employee shall be subject to termination.

Total Performance Rating Guidelines

- | | |
|--|--|
| <input type="checkbox"/> <u>Exemplary:</u> | Five or more sub-factors are rated <i>Accomplished</i> or higher with at least three of those sub-factors rated <i>Exemplary</i> , and no sub-factors are rated lower than <i>Skilled</i> . Performance exceeds the expectations for the position over two or more consecutive review periods. Note: At least four sub-factors are rated as <i>Exemplary</i> for leadership positions. |
| <input type="checkbox"/> <u>Accomplished:</u> | Five or more sub-factors are rated <i>Accomplished</i> or higher and no sub-factors are rated lower than <i>Skilled</i> . Performance exceeds the expectations for the position. Note: Six sub-factors for leadership positions. |
| <input type="checkbox"/> <u>Skilled:</u> | Performance is primarily <i>Skilled</i> and does not fall into the <i>Exemplary</i> , <i>Accomplished</i> , or <i>Ineffective/At Risk</i> categories. Total performance meets the expectations for the position. |
| <input type="checkbox"/> <u>Ineffective/At Risk:</u> | Five or more sub-factors are rated <i>Marginal</i> or lower or two or more sub-factors are rated <i>Ineffective/At Risk</i> . Performance must improve and the employee is placed in a <i>Performance Improvement Program</i> |

Performance Factors						
All rating descriptions will only apply to this performance evaluation process						
Performance Factor #1: Job Knowledge						
Possesses and demonstrates the capabilities to perform the duties of the position						
	Sub-Factor	Ineffective/At Risk (I)	Marginal (M)	Skilled (S)	Accomplished (A)	Exemplary (E)
1a	Possesses and Applies Job Knowledge	Does not demonstrate the capabilities required to successfully perform the normal duties of the position	Demonstrates most but not all of the capabilities required to successfully perform the normal duties of the position	Demonstrates the capabilities required to successfully perform all of the normal duties of the position	During the review period has demonstrated a level of capability beyond that which is required to successfully perform the normal job duties and is able to perform more complex assignments. Serves as a resource to others.	For two or more consecutive review periods has demonstrated a level of capability beyond that which is required to successfully perform the normal job duties and is able to perform more complex assignments. Serves as a resource to others
Rating						
1b	Development of Job Knowledge	Has not demonstrated a willingness to obtain a level of capability required to successfully perform all of the normal duties of the position	Has participated in some but not all of the development actions available to obtain the level of capability required to successfully perform all of the normal duties of the position	Is willing to participate in the development actions needed to maintain the level of capability required to successfully perform all of the normal duties of the position	During the review period has taken the initiative to obtain additional knowledge beyond that which is required to successfully perform normal duties to be able to take on more complex assignments and make additional contributions to the District's success	For two or more consecutive review periods has taken the initiative to obtain additional knowledge beyond that which is required to successfully perform normal duties to be able to take on the more complex assignments and make additional contributions to the District's success
Rating						
1c	Problem Solving Ability	Frequently has had difficulty assessing the normal problems associated with the job and has required an excessive level of supervision to resolve	At times has had difficulty assessing the normal problems associated with the job and has required more than the normal level of supervision to resolve	Accurately assesses the normal problems associated with the job and resolves in an appropriate manner with only a normal level of supervision required	During the review period has demonstrated the ability to accurately assess more complex problems associated with the job and resolves in an appropriate manner with only a minimal level of supervision required	For two or more consecutive review periods has demonstrated the ability to accurately assess more complex problems associated with the job and resolves in an appropriate manner with only a minimal level of supervision required
Rating						

Performance Factor #2: Professionalism

Exhibits behaviors required to be successful in position and set a positive example for others

	Sub-Factor	Ineffective/At Risk (I)	Marginal (M)	Skilled (S)	Accomplished (A)	Exemplary (E)
2a	Communications Effectiveness	Frequently does not demonstrate the written, verbal, or listening skills that are required to communicate effectively in all normal job situations	At times does not demonstrate the written, verbal, or listening skills that are required to communicate effectively in all normal job situations	Demonstrates written, verbal, and listening skills that meet the requirements of the position and can communicate effectively in all normal job situations	During the review period has demonstrated written, verbal, and listening skills that are effective in even the most sensitive interactions with others	For two or more consecutive review periods has demonstrated written, verbal, and listening skills that are effective in even the most sensitive interactions with others
Rating						
2b	Maintains Confidentiality	On more than one occasion during the review period has not maintained required confidentiality of information associated with the position.	On one occasion during the review period has not maintained required confidentiality of information associated with the position.	At all times maintains required confidentiality of information associated with the position	At all times during the review period has maintained required confidentiality of information associated with the position and served as a resource to others in handling sensitive situations	For two or more consecutive review periods has maintained required confidentiality of information associated with the position and served as a resource to others in handling sensitive situations
Rating						
2c	Appearance As Defined In Board Policy Or The CBA Applicable To The Position. (List as N/A if there is no defined policy.)	On more than one occasion during the review period, appearance has not met the requirements of the position and has had to be addressed by supervision	On one occasion during the review period, appearance has not met the requirements of the position and has had to be addressed by supervision	During the review period, appearance has consistently met the requirements of the position		
Rating						

Performance Factor #2: Professionalism

Exhibits behaviors required to be successful in position and set a positive example for others

		Ineffective/At Risk (I)	Marginal (M)	Skilled (S)	Accomplished (A)	Exemplary (E)
2d	Co-Worker Collaboration & Teamwork	Has frequently not shown respect for co-workers or demonstrated a willingness to collaborate with others to find solutions to work problems and accomplish tasks in a timely manner	At times during the review period has not shown respect for co-workers or demonstrated a willingness to collaborate with others to find solutions to work problems and accomplish tasks in a timely manner	Consistently shows respect for co-workers and demonstrates a willingness to collaborate with others to find solutions to work problems and accomplish tasks in a timely manner	During the review period has been a leader in showing respect for co-workers and demonstrating a willingness to collaborate with others to find solutions to work problems and accomplishing tasks in a timely manner	For two or more consecutive review periods has been a leader in showing respect for co-workers and demonstrating a willingness to collaborate with others to find solutions to work problems and accomplishing tasks in a timely manner
Rating	<input type="checkbox"/>					

Performance Factor #3: Customer Service

Has been trained and utilizes S.T.A.R.T with H.E.A.R.T. principles to respond to the needs of students, parents, staff and community stakeholders

If the employee has not been trained rate this factor as “N/A”

	Sub-Factor	Ineffective/At Risk (I)	Marginal (M)	Skilled (S)	Accomplished (A)	Exemplary (E)
3a	Effectively Utilizes The S.T.A.R.T Approach To Interact With Students, Parents, Staff And Community Stakeholders To Understand Their Customer Service Needs	Has frequently not effectively utilized the S.T.A.R.T Approach in situations, maintained composure, or exhibited a willingness to resolve customer service situations.	At times does not effectively utilize the S.T.A.R.T Approach in situations, maintain composure, or exhibit a willingness to resolve customer service situations.	Effectively utilizes the S.T.A.R.T Approach in all situations, maintains composure, and exhibits a willingness to resolve all customer service situations	During the review period has served as an example for others in effectively utilizing the S.T.A.R.T Approach in all situations, has maintained composure, and demonstrated a willingness to resolve difficult situations	For two or more consecutive review periods has served as an example for others in effectively utilizing the S.T.A.R.T Approach in all situations, maintained composure, and demonstrated a willingness to resolve difficult situations
Rating	<input type="checkbox"/> S mile and greet warmly <input type="checkbox"/> T ell your name, role, and what to expect <input type="checkbox"/> A ctive listening and assistance <input type="checkbox"/> R apport and relationship building <input type="checkbox"/> T hank the person					
3b	Effectively Utilizes The H.E.A.R.T. Approach To Resolve Customer Service Issues In A Timely Manner	Frequently does not utilizes the H.E.A.R.T. Approach to effectively find solutions to all normal customer service situations in a timely manner	At times does not utilize the H.E.A.R.T. Approach to effectively find solutions to all normal customer service situations in a timely manner	Effectively utilizes the H.E.A.R.T. Approach to find solutions to all normal customer service situations in a timely manner	During the review period has served as an example for others in effectively utilizing the H.E.A.R.T Approach to resolve customer service issues and finding solutions to even the most difficult situations. Serves as a resource to others	For two or more consecutive review periods has served as an example for others in effectively utilizing the H.E.A.R.T Approach to resolve customer service issues and finding solutions to even the most difficult situations. Serves as a resource to others
Rating	<input type="checkbox"/>					

Performance Factor #4: Work Habits						
Exhibits work practices necessary to effectively perform job						
	Sub-Factor	Ineffective/At Risk (I)	Marginal (M)	Skilled (S)	Accomplished (A)	Exemplary (E)
4a	Adaptability/ Flexibility	Frequently exhibits resistance to the normal interruptions and adjustments to the work routine or the implementation of necessary change initiatives	At times exhibits resistance to the normal interruptions and adjustments to the work routine or the implementation of necessary change initiatives	Anticipates and effectively deals with the normal interruptions and adjustments to the work routine. Supports the implementation of necessary change initiatives	Anticipates and effectively deals with the normal interruptions and adjustments to the work routine. During the review period has served as a role model in the implementation of necessary change initiatives	Anticipates and effectively deals with the normal interruptions and adjustments to the work routine. For two or more consecutive review periods has served as a role model in the implementation of necessary change initiatives
Rating						
4b	Initiative	Frequently does not manage own time and work activities to complete assignments as expected and an excessive level of supervision is required	At times has difficulty managing own time and work activities and does not complete assignments as expected and more than a normal level of supervision is required	Manages own time and work activities to be able to complete regular assignments as expected with only a normal level of supervision required	Is a self-starter and during the review period has completed all assignments as expected with minimal supervision required. As appropriate, seeks new tasks and responsibilities	Is a self-starter and for two or more consecutive review periods has completed all assignments as expected with minimal supervision required. As appropriate, seeks new tasks and responsibilities
Rating						
4c	Planning, Organizing & Time Management	Frequently does not plan, organize, and manage own time which requires extensive supervisor follow-up to ensure the performance and timely completion of the normal duties of the position	At times does not plan, organize, and manage own time to perform all of the normal duties of the position without the need for additional supervisor follow-up beyond that which is normally required	Regularly plans, organizes, and manages own time to perform the normal duties of the position without the need for additional supervisor follow-up beyond that which is normally required	During the review period has been a self starter in planning, organizing, and managing own time to perform assigned tasks without supervisor follow-up and seeking additional opportunities to contribute to the District's needs	For two or more consecutive review periods has been a self starter in planning, organizing, and managing own time to perform assigned tasks without supervisor follow-up and seeking additional opportunities to contribute to the District's needs
Rating						

Performance Factor #4: Work Habits
Exhibits work practices necessary to effectively perform job

	Sub-Factor	Ineffective/At Risk (I)	Marginal (M)	Skilled (S)	Accomplished (A)	Exemplary (E)
4d	Attendance	Has received more than one violation under the progressive discipline of the attendance policy during the review period. Attendance needs to improve to an acceptable level	Arrives at work on time, works a full day, and does not leave early most of the time and has received one violation under the progressive discipline of the attendance policy during the review period	Arrives at work on time, works a full day, and does not leave early on a regular basis and has received no discipline for attendance during the review period	During the review period has had no more than 3 days of absence for those with 200 or more regularly scheduled work days or no more than 2 days of absence for those with 199 or less regularly scheduled work days. Excused absences for vacation, jury duty, professional leave, military leave, union business, special privilege, or assault leave will not count towards your total days.	Have had no occurrences of absence, tardiness or leaving early. Excused absences for vacation, jury duty, professional leave, military leave, union business, special privilege, or assault leave will not count towards your total days.
Rating						
<input type="checkbox"/>						

Performance Factor #5: Safety

Understands and observes the laws, rules, policies, and practices to protect the safety of self and others

	Sub-Factor	Ineffective/At Risk (I)	Marginal (M)	Skilled (S)	Accomplished (A)	Exemplary (E)
5a	Understands Safety Laws, Rules, Policies and Practices Pertaining To The Position	On more than one occasion that resulted in discipline did not demonstrate an understanding of the safety laws, rules, policies, and practices associated with the job.	On one occasion that resulted in discipline did not demonstrate an understanding of the safety laws, rules, policies, and practices associated with the job.	Regularly demonstrates an understanding of the safety laws, rules, policies, and practices associated with the job	During the review period has regularly demonstrated an advanced understanding of the safety laws, rules, policies, and practices associated with the job and where possible provided guidance to less experienced employees	For two or more consecutive review periods has regularly demonstrated an advanced understanding of the safety laws, rules, policies, and practices associated with the job and where possible provided guidance to less experienced employees
Rating □						
5b	Adheres To Safety Laws, Rules, Policies & Practices Pertaining To The Position	On more than one occasion that resulted in discipline did not perform duties in a safe manner according to the laws, rules, policies & practices pertaining to the position, did not demonstrate a concern for the safety of self and others, failed to take initiative or preventive action, or failed to notify supervisory of a safety concern.	On one occasion that resulted in discipline did not perform duties in a safe manner according to the laws, rules, policies & practices pertaining to the position, did not demonstrate a concern for the safety of self and others, failed to take initiative or preventive action, or failed to notify supervisory of a safety concern.	Regularly performs duties in a safe manner according to the laws, rules, policies & practices pertaining to the position. Demonstrates a concern for the safety of self and others. Takes the initiative to identify and correct hazards and notify the supervisor of a safety concern	During the review period has served as a role model for others in performing duties in a safe manner according to the laws, rules, policies, and practices pertaining to the position. Demonstrates a concern for the safety of self and others. Takes the initiative to identify and correct hazards and notify the supervisor of a safety concern	For two or more consecutive review periods has served as a role model for others in performing duties in a safe manner according to the laws, rules, policies, and practices pertaining to the position. Demonstrates a concern for the safety of self and others. Takes the initiative to identify and correct hazards and notify the supervisor of a safety concern
Rating □						
5c	Understands & Practices Role In District Safety Plans	On more than one occasion that resulted in discipline did not effectively perform role in District crisis plan, building plans, and safety drills.	On one occasion that resulted in discipline did not effectively perform role in District crisis plan, building plans, and safety drills.	Regularly and effectively performs role in District crisis plan, building plans, and safety drills.	During the review period has served as a role model for others in District crisis plan, building plans, and safety drills	For two or more consecutive review periods has served as a role model for others in District crisis plan, building plans, and safety drills.
Rating □						

Performance Factor #6: Leadership Effectiveness
(Applicable Only To Positions That Direct The Work Of Others)

Demonstrates the ability to effectively train and direct the work of others

	Sub-Factor	Ineffective/At Risk (I)	Marginal (M)	Skilled (S)	Accomplished (A)	Exemplary (E)
6a	Planning & Prioritizing Work of Others	Frequently has difficulty effectively planning and prioritizing the work of those assigned for direction to meet the normal needs of the District	At times has difficulty effectively planning and prioritizing the work of those assigned for direction to meet the normal needs of the District	Consistently plans and prioritizes the work of those assigned for direction to meet the normal needs of the District	During the review period consistently planned and prioritized the work of those assigned for direction to meet both the normal needs of the District as well as finding solutions for unusual and complex situations.	For two or more consecutive review periods consistently planned and prioritized the work of those assigned for direction to meet both the normal needs of the District as well as finding solutions for unusual and complex situations.
Rating						
6b	Work Direction	Frequently has not demonstrated the interpersonal skills to direct those assigned to accomplish tasks to meet District expectations	At times has not demonstrated the interpersonal skills to direct those assigned to accomplish tasks to meet District expectations	Consistently demonstrates the interpersonal skills to direct those assigned to accomplish tasks to meet District expectations	During the review period has consistently demonstrated the interpersonal skills to direct those assigned to accomplish tasks that regularly exceed District expectations	For two or more consecutive review periods has consistently demonstrated the interpersonal skills to direct those assigned to accomplish tasks that regularly exceed District expectations
Rating						
6c	Training Capabilities	Frequently has not demonstrated the ability to effectively train/in-service and support others to accomplish assigned tasks in an effective manner	At times has not demonstrated the ability to effectively train/in-service and support others to accomplish assigned tasks in an effective manner	Consistently demonstrates the ability to effectively train/in-service and support others to accomplish assigned tasks in an effective manner	During the review period has demonstrated the ability to effectively train/in-service and support others to develop capabilities beyond their normal assigned tasks	For two or more consecutive review periods has demonstrated the ability to effectively train/in-service and support others to develop capabilities beyond their normal assigned tasks
Rating						

Summary of Ratings
Sub-Factor Ratings (Note With An X)

	Ineffective/At Risk	Marginal	Skilled	Accomplished	Exemplary
1. Job Knowledge					
a. Possesses and Applies Job Knowledge					
b. Development of Job Knowledge					
c. Problem Solving Ability					
2. Professionalism					
a. Communications Effectiveness					
b. Maintains Confidentiality					
c. Appearance					
d. Co-Worker Collaboration and Teamwork					
3. Customer Service					
a. Effectively Utilizes the START Approach					
b. Effectively Utilizes the HEART Approach					
4. Work Habits					
a. Adaptability/Flexibility					
b. Initiative					
c. Planning, Organizing and Time Management					
d. Attendance					
5. Safety					
a. Understands Safety Laws, Rules, Policies and Practices					
b. Adheres to Safety Laws, Rules, Policies, and Practices					
c. Understands and Practices Role in District Safety Plans					
6. Leadership Effectiveness					
a. Planning and Prioritizing Work of Others					
b. Work Direction					
c. Training Capabilities					
Total Performance Rating:	Ineffective/At Risk	Skilled	Accomplished	Exemplary	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Summary of Accomplishments and Development Needs (Required)

The employee's signature acknowledges that he/she has received this performance evaluation, agrees that the evaluator has reviewed this performance summary, and that he/she understands how the ratings were established. The signature also indicates that the employee understands that he/she has an opportunity to attach his/her own comments to this document **by the end of the following work day.**

Employee Signature: _____

Date: _____

Evaluator Signature: _____

Date: _____

Final Review by Chief of Section: _____

Date: _____

Attachments as Applicable:

- ☐ 1. Performance Improvement Plan Form (Signed By Employee)
- ☐ 2. Performance Improvement Plan Flow Chart
- ☐ 3. Addition to the Summary of Accomplishments and Developmental Needs (if necessary)
- ☐ 4. Comments Provided By Employee: Total Number of Pages ____ (Are To Be Initialed By the Evaluator)
- ☐ 5. Supporting Evidence: Total Number of Pages ____

Performance Improvement Plan
(Required for a Total Performance Rating of Ineffective/At Risk)

Name: _____

Date: _____

Position: _____

Reviewer: _____

1. Performance Sub Factor	2. Improvement Need	3. Improvement Plan	4. Completion Date	5. Review Date

The improvement need(s) identified above and the recommended improvement plan(s) have been discussed by the evaluator with the employee. By his/her signature below, the employee acknowledges being advised of the actions needing to be taken to meet the expectations for the position. These steps are to be completed by the date indicated in column 4 of this form.

Employee Signature: _____

Date: _____

Evaluator Signature: _____

Date: _____

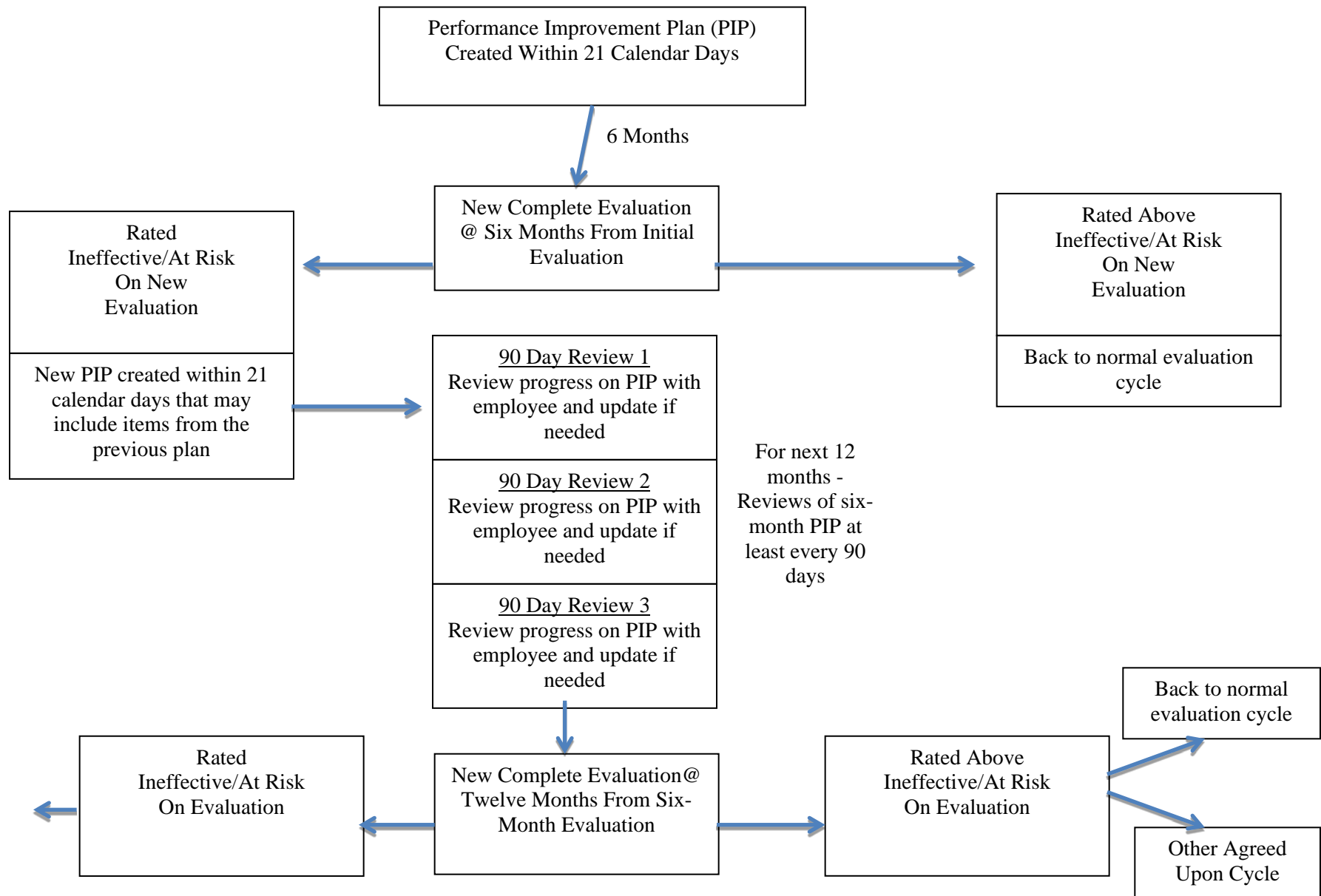
Approved by Chief of Section: _____

Date: _____

Employee declined union representation (Employee Signature, Send Copy to union)_____

Date:_____

Performance Improvement Plan Flow Chart



Compensation Schedules
Classified Hourly Schedule 2024-2025 to 2026-2027
Cleveland Building Trades Council and its Affiliated Local Union

Job Class	Job Title	2024-2025 4%	2025-2026 2%	2026-2027 3%
550210	Boilermaker	\$42.28	\$43.13	\$44.42
550020	Bricklayer	\$42.47	\$43.32	\$44.62
530010	Bricklayer Foreman	\$44.65	\$45.54	\$46.91
550050	Carpenter	\$41.72	\$42.55	\$43.83
530020	Carpenter Foreman	\$44.97	\$45.87	\$47.25
550060	Cement Finisher	\$40.21	\$41.01	\$42.24
550070	Electrician	\$42.28	\$43.13	\$44.42
530030	Electrician Foreman	\$47.60	\$48.55	\$50.01
550080	Glazier	\$41.72	\$42.55	\$43.83
530120	Heat and Frost Foreman	\$44.64	\$45.53	\$46.90
550010	Heat and Frost Worker	\$34.92	\$35.62	\$36.69
550090	Ironworker	\$41.71	\$42.54	\$43.82
550095	Ironworker Foreman	\$41.71	\$42.54	\$43.82
550100	Laborer-Building Trades	\$34.73	\$35.42	\$36.48
550130	Painter	\$36.75	\$37.49	\$38.61
530040	Painter Foreman	\$42.61	\$43.46	\$44.76
550190	Pipefitter	\$42.29	\$43.14	\$44.43
530070	Pipefitter Foreman	\$46.27	\$47.20	\$48.62
550150	Plasterer	\$40.67	\$41.48	\$42.72
530050	Plasterer Foreman	\$43.28	\$44.15	\$45.47
550160	Plumber	\$41.76	\$42.60	\$43.88
530060	Plumber Foreman	\$45.70	\$46.61	\$48.01
550170	Roofer	\$42.27	\$43.12	\$44.41
530090	Roofer Foreman	\$44.89	\$45.79	\$47.16
550180	Sewerman	\$35.56	\$36.27	\$37.36
550200	Sheet Metal Worker	\$42.56	\$43.41	\$44.71
530080	Sheet Metal Foreman	\$44.06	\$44.94	\$46.29
550120	Tile Setter	\$40.21	\$41.01	\$42.24

Differentials

Differential**	2024-2025	2025-2026	2026-2027
Swing Stage and Window Jack	\$0.74	\$0.74	\$0.74
Spray Paint	\$1.01	\$1.01	\$1.01
In-Charge	\$1.21	\$1.21	\$1.21

**Added to Hourly Rate; no change for 2024-2025 to 2026-2027

APPENDIX E

Medical, Vision, and Dental Benefit Summaries

Medical Benefit Summary

Benefits	UHChoice Network Only (No coverage if outside UHChoice, except in emergency)	ANTHEM Network / Non-Network	MMO -SUPERMED PLUS PPO Network / Non-Network
Hospital Services (Emergency Co-pay (ER), Urgent Care Co-pay (UC))	\$50 Co-Pay (ER) \$25 Co-pay (UC)	\$100 Co-pay (ER) \$35 Co-pay (UC) / 70%	\$75 Co-pay (ER) \$35 Co-pay (UC) / 80%
Physician Services (Office Visit)	\$10 Co-pay	\$20 Co-pay / 70%	\$20 Co-pay / 80%
Specialist Office Visit	\$25.00	\$30.00/70%	\$30.00/80%
Physician Services (Surgery, 2 nd Surgery Opinion)	100%	100% / 70%	100% / 80%
Physician Services (X-Ray & Lab)	100%	100% / 70%	100% / 80%
Prescription Drug – Generic Formulary Non-Formulary	\$ 5 Co-pay \$ 10 Co-pay \$ 10 Co-pay	\$ 5 Co-pay \$15 Co-pay \$20 Co-pay	\$ 5 Co-pay \$15 Co-pay \$20 Co-pay
Contraceptives	Covered	Covered	Covered
Mail Order /Days Supply per prescription	90 Days	90 Days	90 Days
Generic Formulary Non-Formulary	\$ 5 Co-pay \$ 10 Co-pay \$ 10 Co-pay	\$10 Co-pay \$30 Co-pay \$40 Co-pay	\$10 Co-pay \$30 Co-pay \$40 Co-pay
Physical / Occupational Therapy	\$10 Co-pay	\$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
Speech 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 / 80% 20 visits per benefit period

Mental Health (MH) and Substance Abuse (SA)			
Mental Health - In Patient	100%	100 % / 70%	100 % / 80%
Substance Abuse – In patient	100%	100% / 70%	100% / 50%
MH & SA – In patient (Combined)	Unlimited	Unlimited	Unlimited
Mental Health - Outpatient	20 visits per year at \$10 Co-pay	\$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
MH & SA – Outpatient (Combined)	Unlimited	Unlimited	Unlimited
Major Medical			
Single (deductible)	\$0	\$ 0 / \$ 250	\$ 0 / \$ 250
Family (deductible)	\$0	\$ 0 / \$ 500	\$ 0 / \$ 500
Single (Max Out-of-Pocket for Co-Insurance)	\$0(excludes payroll contributions)	\$ 0 / \$2,250 (excludes deductible and payroll contributions)	\$ 0 / \$ 2,000 (excludes deductible and payroll contributions)
Family (Max Out-of-Pocket for Co-Insurance)	\$0(excludes payroll contributions)	\$ 0 / \$4,500 (excludes deductible and payroll contributions)	\$ 0 / \$ 4,000 (excludes deductible and payroll contributions)
Dependent Age Limit	To Age 26	To Age 26	To Age 26
Lifetime Maximum	Unlimited	Unlimited	Unlimited
Special Feature-Durable Med. Equip.	100%	100% / 70%	100% / 80%
Special Feature-Hospice	100%	100%	100%
Special Feature-Skilled Nursing	100%	100% / 70%	100% / 80%
Special Feature-Organ Transplant	100%	100% / 70% (if pre-authorized)	100% / 50% Separate \$1 Million Lifetime
Infertility Services	70%--See Certificate for exclusions	Not Covered	Not Covered

The above chart is a broad summary of the medical and prescription drug insurance provisions. Other plan provisions and limitations may apply.

If there is a discrepancy between the plan document and this bulletin, the plan document will prevail. See Certificate of Coverage for details.

APPENDIX F

DENTAL BENEFIT SUMMARY

MetLife Insurance

Effective 1/1/18

Description	Basic		Enhanced	
Deductible	\$25 Individual / \$50 Family		\$25 Individual / \$50 Family	
Calendar Year Maximum	\$1,500 per person		\$2,500 per person	
	In-Network	Out-of-Network	In-Network	Out-of-Network
Preventative Oral Examinations – 2 per year Prophylaxis (cleanings – 2 per year Topical Fluoride Applications – to age 14 annually Bitewing X-rays – once per year Full Mouth X-rays – once every 60 months Space Maintainers for children under 14	100% of PDP Fee*	100% of R&C Fee**	100% of PDP Fee*	100% 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 Implants(Covered under the Enhanced Plan only)-Installation once per 60 months; maintenance once per 12 months	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	\$2,500 per person	\$2,500 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.

Dental Coverage is extended to eligible dependents until age 19 or 23 if full-time student.

APPENDIX G

VISION INSURANCE BENEFITS SUMMARY

(United Healthcare Optical Vision Plan) (Locals 279, OPBA, 860, 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 407, 436, 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 once 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	\$100.00 Allowance
<u>Dependent child coverage is provided to eligible children until age 26.</u>	

APPENDIX H

CLEVELAND METROPOLITAN SCHOOL DISTRICT Payroll Deductions (Bi-Monthly) Effective 1/1/22

CLEVELAND COUNCIL OF BUILDING TRADES		CALENDAR YEAR		
Full Time Employees	Single – Wellness	Single – No Wellness	Family ¹ – Wellness	Family ¹ – No Wellness
Anthem	\$42.50	\$55.00	\$95.00	\$117.50
UHChoice	\$17.50	\$25.00	\$50.00	\$60.00
<u>MMO-SuperMed Plus PPO</u>	\$42.50	\$55.00	\$95.00	\$117.50
Basic Dental	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Enhanced Dental	\$6.83		\$22.15	
Vision-United Healthcare, Union Eye Care		\$0.00		

For Anthem and MMO coverage, at present the rates are unknown; the amounts in the chart present the maximum amount that an employee could have deducted. Employees will pay 10% of the premium (COBRA equivalency), subject to the hard caps referenced above. The effective date of the rate change shall be January 1, 2022 and each January 1 thereafter. Changes to the deductions are made on the calendar year.

¹Working Spouse shall pay the following monthly surcharge for coverage as primary under any CMSD plan option: \$150.00 for the life of the contract (\$75.00 each bi-monthly payroll deduction).

APPENDIX I

INACTIVE CLASSIFICATIONS

The following are inactive classifications.

1. Asbestos Specialists
2. Asbestos Workers
3. Bricklayer Helper
4. Sewermen