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**AGREEMENT**

between the

**WARREN CITY SCHOOL DISTRICT  
BOARD OF EDUCATION**

and the

**INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL 18S**

June 30, 2011 through June 29, 2014

STATE EMPLOYMENT  
RELATIONS BOARD  
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## AGREEMENT

This Agreement entered into at Warren, Ohio this first day of June 30, 2011, between the Warren City School district Board of Education, hereinafter referred to as the "Board," and the International Union of Operating Engineers Local 18S, hereinafter referred to as the "Operating Engineers."

### ARTICLE I RECOGNITION

Section 1.1. The Board recognizes the Operating Engineers for the term of this Agreement as the sole and exclusive bargaining representative for all educational assistants involved in classroom, laboratory and other related situations, but excluding all other employees.

Section 1.2. For the purpose of this Agreement, Section 1.1 shall be considered as a combined single unit.

Section 1.3. The term "employee" as used in this Agreement means those persons included in the bargaining unit. The Operating Engineers shall admit employees to membership without discrimination on the basis of race, creed, color, national origin, sex, marital status, or age.

Section 1.4. The bargaining unit covered by this Agreement and the term "employee" as used herein shall include all full-time educational assistants. Full-time assistant is defined as an employee working thirty (30) or more hours per week.

Section 1.5. The Board agrees to provide, the Chief Steward, in writing, the name, address, and phone number of each employee who has successfully completed his/her probation period.

### ARTICLE II UNION SECURITY AND DUES CHECK-OFF

Section 2.1. The Board agrees to deduct from or check off on the wages of employees for the payment of dues to the Operating Engineers upon presentation of a written authorization individually executed by any employee.

Section 2.2. Bimonthly payroll deduction shall be forwarded to the Treasurer of the Local.

Section 2.3. The Operating Engineers agree to indemnify and save the Board harmless against any and all claims that may arise out of or by reason of action taken by the Board in reliance upon any authorization cards submitted by the Operating Engineers to the Board.

Section 2.4. Dues deduction authorization shall be irrevocable for a period of one (1) year except that authorization may be withdrawn during a period of ten (10) days each year ending August 31. If dues deduction is not revoked during such period, it shall continue for successive periods of one (1) year.

Section 2.5. Union dues shall be deducted in eighteen (18) equal installments commencing with the first "full" pay period in September. No charge shall be made for this deduction.

Section 2.6. Any employee who is eligible to hold membership in the International Union of Operating Engineers, Local 18S, shall either (1) be a member of the International Union of Operating Engineers, Local 18S, paying dues according to its structure; or (2) pay a service fee for representation in an amount not to exceed the total annual dues of an International Union of Operating Engineers, Local 18S member. All bargaining unit employees may either authorize

payroll deduction for the payment of dues or fees, any employee who fails to comply shall be subject to a lawsuit for the collection of delinquent fees. In all cases, it would be the Union's responsibility to initiate and finance said lawsuit.

The Union shall indemnify and hold the Board harmless from any action brought against the Board as a result of the provisions of this Section.

### ARTICLE III ELECTION PROCEDURES

Section 3.1. Representation election procedures shall be as per the Ohio Revised Code 4117.

### ARTICLE IV COVERAGE

Section 4.1. Representatives of the Board and the Operating Engineers shall negotiate in good faith on all matters concerning wages, hours, and terms and conditions of employment.

### ARTICLE V RELEASE TIME

Section 5.1. When negotiation meetings conflict with work schedules, members of the negotiating committee shall be released from school duties to attend negotiation meetings scheduled during their regular working hours. Such meetings shall be scheduled so as not to interfere with normal school schedules wherever possible. The employee members of the negotiating committee will be paid by the Board for time spent in negotiations when sessions are scheduled during their regular working hours, but only for straight time hours they would have otherwise worked. No substitutes shall be employed for persons on the negotiating committee.

Section 5.2. Upon prior approval of the Superintendent or his/her designee, the Union Steward or his/her designee shall be granted such time as needed to attend to Union business pertaining to the Warren City Schools. This release time shall be without pay.

### ARTICLE VI REQUEST FOR NEGOTIATIONS

Section 6.1. If either party wishes to negotiate changes to this Agreement, it shall notify the other party in writing no later than March 1<sup>st</sup> of the year in which the contract is to expire. The Operating Engineers shall notify the Superintendent or his/her designated representative. The Board shall notify the Operating Engineers, Local 18S, 3515 Prospect Avenue, Cleveland, Ohio 44115. The initial bargaining session shall be scheduled no later than March 15<sup>th</sup> unless mutually agreed to by the parties.

### ARTICLE VII NEGOTIATION MEETINGS

Section 7.1. Once negotiations have been requested, the time and place shall be established by both parties, and the following procedure will be used:

In the first meeting, the Operating Engineers will present their written proposals and give an explanation. The second meeting will be scheduled to give the Board sufficient time

to respond and make initial proposals of its own. Subsequent meetings will be used to negotiate the proposals until a tentative agreement is reached. Both parties may amend or alter their proposals within the first three meetings. No additional new proposals shall be submitted by either party after the third meeting.

Section 7.2. Each meeting will be held in executive session.

#### ARTICLE VIII CAUCUS

Section 8.1. Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a reasonable period, mutually agreed upon, to caucus.

#### ARTICLE IX EXCHANGE OF INFORMATION

Section 9.1. Upon reasonable request, at no expense to the requesting party, the Superintendent or his/her designee shall furnish the Operating Engineers, and the Operating Engineers will furnish to the Superintendent or his/her designee, all available information pertinent to the issues under negotiation. Access to available information in such form as it exists constitutes compliance with this provision; and neither party is obligated to develop data or information not in existence or to revoke, redraft, summarize, complete or otherwise develop data other than in its existing form.

#### ARTICLE X CONSULTANTS

Section 10.1. In addition to said terms, each team may admit and utilize, in its sole discretion, two (2) consultants to such meetings.

#### ARTICLE XI PROGRESS REPORTS

Section 11.1. Periodic written progress reports may be issued during negotiations to the public provided that any such release shall have prior approval of both parties.

Section 11.2. The Operating Engineers retain the right to issue general reports to their membership on the progress of negotiations.

#### ARTICLE XII AGREEMENT

Section 12.1. When consensus is reached on those matters being negotiated, the understanding of the parties shall be reduced to writing and submitted to the Operating Engineers for ratification and then to the Board for its approval. When approved, in accordance with provisions of this Section, the Agreement shall be signed by both parties and shall become a part of the official minutes of the Board. The Agreement shall be duplicated and distributed to the Union members and to representatives of the Board. All costs incurred in the preparation, typing and duplicating of the Agreement shall be shared equally by the Union and the Board. All negotiations must be completed within ninety (90) days, unless extensions are mutually agreed upon by the Board and the Operating Engineers.

Section 12.2. All employees shall perform their duties in a normal and efficient manner during negotiations and for the duration of the Agreement.

### ARTICLE XIII MEDIATION

Section 13.1. If agreement is not reached within ninety (90) days after the first negotiation session and neither party believes there is any hope for resolution of remaining items, either party may request the aid of mediation. The mediation shall be obtained from the Federal Mediation and Conciliation Service in accordance with their rules and regulations.

Section 13.2. Costs and expenses incurred in the utilization of consultants by either party shall be borne by said party. All other costs or expenses incurred shall be shared equally by the Board and the Operating Engineers.

### ARTICLE XIV ENTIRE AGREEMENT CLAUSE

Section 14.1. This Contract supersedes and cancels all previous negotiated agreements, verbal or written or based on alleged past practices between the Board and the Operating Engineers and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

### ARTICLE XV CONFLICT WITH LAW

Section 15.1. If any provision of this document or any application of the provisions of the document, or any agreement reached under its terms, conflicts with any federal or state law, now or hereafter enacted or issued in a manner not permitted by 4117 O.R.C., such provision (only to the extent such provision, application, or agreement is in conflict with any federal or state law, application, or agreement) shall be inoperative but the remaining provisions hereof shall remain intact.

### ARTICLE XVI ARTICLES

Section 16.1. Wages, hours and working conditions contained in article form shall be attached hereto and made a part of this Agreement, and shall be negotiated in conformance with the dates listed and with the procedures outlined in this Agreement.

### ARTICLE XVII GRIEVANCE PROCEDURE

#### 17.1 Definitions

17.11 "Operating Engineers" shall mean the International Union of Operating Engineers, Local 18S.

17.12 "Administration" shall mean the Superintendent, Associate Superintendent, Executive Director of Business Operations, Treasurer, Executive Directors,

Directors, Supervisors, Coordinators, High School Principal, K-8 Principals, Pod Leaders, Assistant Principals of Instruction and Senior High Assistant Principals.

- 17.13 "Board of Education" and "Board" shall mean the Warren City Board of Education.
- 17.14 "Days" shall mean actual working school days except in the summer when days shall mean days the Board Office is open.
- 17.15 "Grievance" shall mean a claim by a member(s) that there has been a violation, misinterpretation, or misapplication of the language of the Contract between the Operating Engineers and the Board.
- 17.16 "Grievant" shall mean a member(s) and his/her representative (which is the Operating Engineers) initiating a claim as defined in Section 18.15. (Where more than one person is a grievant, each shall sign the grievance.)
- 17.17 "Immediate Supervisor" for the purposes of the grievance procedure, shall mean the lowest level administrator having the authority to resolve the grievance.
- 17.18 "Member" shall mean a member of the bargaining unit described in Article I, Section 1.1, of this Contract.

17.2 Rights of the Grievant and the Operating Engineers

- 17.21 A grievant shall be accompanied at all times and at all formal steps of the grievance procedure by a representative of the Operating Engineers.
- 17.22 The purpose of these procedures is to secure, at the lowest level Administrator having authority to resolve the grievance, equitable solutions to grievances. All parties agree that grievances will be kept as confidential as is appropriate and processed as expeditiously as possible.
- 17.23 The fact that a bargaining unit member participates in a grievance shall not be recorded in the bargaining unit member's personnel file or in any information used in the transfer, reassignment, promotion, or dismissal process; nor shall such fact be used in any recommendation for other employment.

17.3 Time Limits

- 17.31 The number of days indicated at each step in the procedure shall be the maximum unless otherwise mutually agreed to by the parties.
- 17.32 If the grievant does not file a grievance in writing within five (5) days of the occurrence of the act or conditions on which the grievance is based, then the grievance shall be considered waived.
- 17.33 If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on the basis of the disposition at that step, and further appeal shall be barred.
- 17.34 Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.

- 17.35 All notices of hearings, dispositions of grievances, written grievances, and appeals shall be in writing and hand-delivered or mailed by certified mail, return receipt requested. The bargaining unit agent shall receive copies of all notices.
- 17.36 Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

17.4 Grievance Procedure

17.41 Informal Procedure

A grievance shall first be presented to the immediate supervisor in an attempt to promptly resolve the problem. The immediate supervisor shall give an answer to the grievant and his/her Operating Engineers representative within five (5) work days of the submission.

17.42 Formal Procedure

17.421 Step I

If the grievance is not resolved at the informal level, it may be pursued further by submitting a completed Grievance Form, Step I, in duplicate, within the timelines for filing a written grievance. Copies of this form shall be submitted by the grievant to the immediate supervisor. Within five (5) work days of receipt of the Grievance Form, the immediate supervisor shall meet with the grievant. The immediate supervisor shall write a disposition of the grievance within five (5) work days after such meeting by completing the appropriate step of the Grievance Form and returning a copy to the grievant, the Business Representative of the International Union of Operating Engineers Local 18S, and the Superintendent.

17.422 Step II

If the grievant is not satisfied with the disposition of the grievance in Step I, the grievant shall complete Step II of the Grievance Form and submit same to the Superintendent or designee within ten (10) work days of receipt of its disposition at Step I level. Within five (5) work days of receipt of the Grievance Form, the Superintendent or designee shall meet with the grievant. Within ten (10) work days of this meeting, the Superintendent or designee shall write his/her disposition of Step II, forwarding a copy to the grievant, the Business Representative of the International Union of Operating Engineers Local 18S, the immediate supervisor and the Superintendent.

17.423 Step III

If the grievant is not satisfied with the disposition made by the Superintendent or designee, then the grievant shall complete Step III of the Grievance Form and submit same through the Business Representative of the International Union of Operating Engineers Local 18S to the President of the Board within ten (10) work days of the disposition by the Superintendent or designee either by hand delivery with receipt acknowledged as set forth in Section 17.35 or by certified

mail with return receipt requested with date of the receipt recorded thereon.

The Board shall meet with the grievant for the purpose of reviewing such grievance. The meeting shall be held in executive session unless otherwise required by law. Such meeting shall be held at the next Board meeting but no sooner than three (3) work days after the receipt of the Step III Grievance Form by the President. The disposition of the grievance shall be written by the President of the Board of Education within ten (10) work days following the meeting with the grievant. No official Board action shall be taken on the grievance. Delivery of the grievance shall either be by hand with receipt acknowledged as set forth in Section 17.35, or by certified mail, in which case the acknowledgement on the return receipt will indicate the date of delivery.

#### 17.424 Step IV

If the grievant is not satisfied with the disposition of the grievance by the Board of Education at Step III the grievant (through the Business Representative of the International Union of Operating Engineers Local 18S) may request a hearing before an arbitrator by completing Grievance Form, Step IV. The grievant's request for arbitration shall be made within five (5) work days following either the receipt of the disposition of the grievance in Step III or the lapse of fifteen (15) work days following grievant's submission of the Grievance Form to the President under Step III, whichever occurs first. The grievant's request for arbitration shall be addressed to the Superintendent at the Board offices. Delivery of the grievance shall either be by hand with receipt acknowledged as set forth in Section 17.35, or by certified mail, in which case acknowledgement on the return receipt will indicate the date of delivery. Within ten (10) work days following receipt by the President of the grievant's request for arbitration, the Board or its designated representative and the grievant shall mutually petition the American Arbitration Association to provide both parties with a list of seven (7) names from which an arbitrator will be selected by the alternate strike method and notified in accordance with the rules of the American Arbitration Association. The toss of a coin will determine who strikes first. Arbitrators shall be selected no more than ninety (90) calendar days from the list issued by AAA. Arbitration hearings shall be scheduled as soon as possible.

Once the arbitrator has been selected, he/she shall proceed with the arbitration on the grievance in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator shall have the authority to consider only a single grievance or several grievances involving a common question of interpretation or application. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on both the Board and the International Union of Operating Engineers Local 18S.

The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this Collective Bargaining Contract, nor add to, detract from, or modify the language therein in arriving at a determination of any issue presented that is

proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The Arbitrator shall in no way interfere with management prerogatives involving Board's discretion, nor limit or interfere in any way with the powers, duties, and responsibilities of the Board under its policies, applicable law, and rules and regulations having the force and effect of law.

With the exception of Section 17.5 of this Article, the cost of-arbitration at Step IV shall be shared equally by the Board and the International Union of Operating Engineers Local 18S.

17.5 Miscellaneous

Nothing contained in this procedure shall be construed as limiting the individual right of an employee having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication.

In the event the International Union of Operating Engineers Local 18S determines, at any level of the grievance procedure, that a grievance should not be carried further, the grievant may continue the procedure through Step III.

17.6 Exclusivity of the Grievance Procedure

The parties agree that any dispute which is or could be the subject of a grievance is to be resolved through the grievance procedure of this Agreement. The parties further agree that the Civil Service Commission shall have no jurisdiction over any matter within the scope of this grievance procedure.

It is further understood that the parties individually and collectively agree that there will be no interruption or cessation of work in connection with a dispute arising under this Contract.

ARTICLE XVIII – RIGHTS

18.1 Board of Education Rights

Unless the Board agrees otherwise in this Collective Bargaining Agreement, nothing shall impair the right and responsibility of the Board to:

18.11 Determining the inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Board, standards of services, its overall budget, utilization of technology, and organizational structure;

18.12 Direct, supervise, evaluate, or hire employees;

18.13 Maintain and improve the efficiency and effectiveness of governmental operations;

18.14 Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

- 18.15 Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- 18.16 Determine the adequacy of the work force;
- 18.17 Determine the overall mission of the Board as a unit of government;
- 18.18 Effectively manage the work force;
- 18.19 Take action to carry out the mission of the Board as a governmental unit.

The Board is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affects wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

#### ARTICLE XIX EVALUATION PROCEDURE

Section 19.1. OBJECTIVE. Bargaining unit employees shall be evaluated two (2) times annually.

Section 19.2. Evaluation committee: Annually by September 15<sup>th</sup> the Chief Steward and/or designee of Local 18S or the Superintendent and/or designee may request to meet to review and make recommendations for revising the evaluation instrument. The committee shall be comprised of three (3) Local 18S representatives appointed by the Chief Steward and three (3) Board representatives appointed by the Superintendent and/or designee. Every effort shall be made by the parties to form a committee whose collective membership is knowledgeable and representative of all general categories of job duties and responsibilities. The committee will look at and explore as many alternatives as the committee believes will be useful to ensure the continuation of an effective evaluation process. In addition, the committee shall seek input from those members who are actually working in each position. While the committee shall make recommendations on the evaluation instrument, final authority for establishing the evaluation instrument remains with the Board. The work of this committee shall be completed no later than November 15<sup>th</sup>.

#### ARTICLE XX ABSENCE/TARDINESS

Section 20.1. Statement of Philosophy. The Board and Operating Engineers, believe that employee attendance has a direct effect on the ability of the district to provide the services needed to support the mission of the Warren City Schools. Furthermore, we believe that unexcused absences, failure to report for or to remain at work, or repeated tardiness, are grounds for disciplinary action. Therefore, employees are expected to report to work at the assigned time and place, and to remain on duty during their scheduled work hours.

Section 20.2. Work Practices.

1. Calling Off Procedure. In the event it is necessary for an employee to be absent from duty due to health related matters, the employee should provide notice to his/her immediate supervisor, according to the building call-off procedure.

2. Late Arrival Procedure. In the event an employee is unable to report to work on time, he/she shall make every effort to inform his/her immediate supervisor and to indicate an approximate time by which he/she will report to work.

Section 20.3. Disciplinary Action. Attendance related violations may be subject to the Discipline Procedure as outlined in Section 21.1 of the Agreement.

Section 20.4. Five (5) consecutive working days of unauthorized and/or unexcused absence may be considered job abandonment and a presumed resignation. Prior to the Board accepting said resignation, the employee shall be provided the opportunity to explain the absence to the Executive Director of Personnel at a meeting set by the Executive Director of Human Resources.

## ARTICLE XXI DISCIPLINE PROCEDURE

Section 21.1. Discipline will be administered in successive steps. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of conduct. Disciplinary action taken against non-probationary employees, shall be for just cause and shall include:

1. Verbal Warning with documentation to Human Resources
2. Written reprimand
3. Suspension without pay for up to two (2) days
4. Suspension without pay for three to five (3-5) days
5. Suspension without pay for six to fifteen (6-15) days (only the Superintendent shall have the right to suspend an employee)
6. Discharge from employment (only the Board of Education shall have the authority to discharge an employee)

Management retains the right to skip steps if warranted by the severity of the infraction. Infractions will not be considered in prescribing disciplinary action if the infraction(s) are 36 months or older in time.

## ARTICLE XXII WORKING HOURS

Section 22.1. The normal work week and work year shall be established by the Board of Education and shall not be less than the number of student contact days. The Board reserves the right to establish a work week other than Monday through Friday, with five (5) days prior notice.

Section 22.2. Each employee who works in excess of forty (40) hours in a calendar week shall be entitled to overtime pay. Overtime pay shall be calculated at a rate of one and one half (1 ½) times such employee's regular rate of pay for those hours in excess of forty (40) hours worked. Overtime is to be approved in advance by the immediate supervisor and the Superintendent or designee.

Section 22.3. Each employee shall work a seven (7) hour day, and, in addition, shall be entitled to an unpaid ½ hour duty free lunch period.

ARTICLE XXIII  
HOLIDAYS

Section 23.1. Employees covered by Salary Table I who are employed on a school year basis or 40-42 week schedule shall be granted days off with pay, provided each such employee accrued earnings on his/her next preceding and his/her next following scheduled work days before and after such holidays, or was properly excused from attendance at work on either or both of those days, as follows:

Labor Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Day  
New Year's Day  
Martin Luther King Day  
Presidents' Day  
Good Friday  
Memorial Day  
Independence Day\*

\*Payment for this holiday applies only to aides who work during the summer months provided each such employee accrued earnings on his/her next preceding and his/her next following scheduled work days before and after such holiday or was properly excused from attendance at work on either or both of those days.

Section 23.2. A compensatory day will be given when a holiday falls on Saturday or Sunday. The closest preceding or the closest following day is the compensatory day allowed.

ARTICLE XXIV  
PARENTAL LEAVE

Section 24.1. Definition. Parental Leave is absence from work, without pay, leave accrual, or Board paid benefits, by an employee who is pregnant, adopting a child, or is to become a parent by reason of pregnancy of his spouse.

In the case where both husband and wife are employees of Warren City Schools, only one may be on Parental Leave.

Section 24.2. Notification of Pregnancy. In the event that an employee becomes pregnant and requires parental leave, the employee shall, as soon as possible, notify the Superintendent or his/her designee. Said notification of the condition of pregnancy shall be not later than at the end of the fifth month as designated by a certificate of the attending physician. This notification shall be in writing and shall include the following:

- (a) A medical certificate signed by the employee's physician indicating the anticipated birth date of the baby;
- (b) The medical certificate shall indicate the approximate date the employee seeks to begin parental leave and the anticipated length of the leave.

Section 24.3. Emergency and Unusual Situations. In emergency or unusual situations prior written notification shall be waived by the Superintendent.

Section 24.4. Term of Parental Leave. All parental leaves shall cover the period not covered by sick leave in Section 26.4. The total amount of leave granted, upon release of the doctor, shall

be up to one (1) year. Each employee shall notify the Superintendent or his/her designee whether she intends to return to employment at the expiration of her leave no later than thirty (30) calendar days prior to its expiration.

Section 24.5. Termination of Parental Leave. Any employee who wishes to return to employment at the expiration of her leave or desires to terminate her leave at any time after the birth or adoption of a child, shall return to work upon written request to the Superintendent or his/her designee under the following conditions:

- (a) Employees returning from parental leave will be eligible to return to work no later than sixty (60) calendar days following notification by the employee to the Superintendent of the employee's intention to return to work. An employee returning from parental leave following her pregnancy must also provide medical certification that she is physically able to resume her normal duties.
- (b) After re-employment eligibility has been determined, the employee shall be returned to the same or similar position held prior to the parental leave of absence, unless the position has been eliminated during the leave, in which case the employee's status will be governed by the reduction in force procedure.

Section 24.6. Use of Sick Leave for Pregnancy Purposes. An employee shall be permitted to use accumulated unused sick leave days for absence due to pregnancy. Where an employee is absent due to pregnancy, but has used all accumulated sick leave, she shall be given a medical leave of absence for not more than one full year. Such leave may be extended for a period not to exceed an additional year due to special circumstances and upon approval. The use of sick leave after the birth of a child is comparable to the use of sick leave for other medical reasons. Therefore, as soon as medical examination verifies that an employee is medically able to come back to work, parental leave shall become effective and sick leave pay ends.

Section 24.7. Extension of Parental Leave. When an employee has been granted a parental leave of one (1) year and is no longer disabled, such leave may be extended for up to one (1) additional year due to special circumstances and upon the approval of the Superintendent. When an employee has been granted a parental leave of one (1) year and the employee is still disabled, such leave shall be extended for a period up to one (1) year upon medical certification from the employee's physician that she is unable to resume full-time employment. The total amount of leave granted under this Article shall not exceed two (2) consecutive years.

Section 24.8. Insurance Coverage While On Parental Leave and Not On FMLA Leave. Subject to the approval of the insurance carrier, all insurance coverage shall be continued, for those who are on such leave, upon payment of the premium by the employee to the treasurer not later than the 25<sup>th</sup> day of the month preceding the month for which premium is due.

## ARTICLE XXV MEDICAL LEAVE

Section 25.1. Upon the written request of an employee, the Board shall grant a leave of absence without pay, leave accrual, or Board paid benefits where illness or other disability of the employee is the reason for the request. Such request must be accompanied by a statement from the attending doctor and may be verified by a physician designated by the Board. Said statement shall indicate the nature of the illness and must recommend that the employee be relieved of his/her duties.

The request for leave shall be granted for the remainder of the semester or the remainder of the school year, or for an entire school year, with the possibility of a renewal of the leave, upon written request, according to the provisions of Section 3319.13 of the Ohio Revised Code. An

earlier termination of this leave, if requested in writing by the employee, shall be at the discretion of the superintendent and in accordance with the needs and interest of the schools.

Between thirty (30) and sixty (60) days before the end of an approved medical leave, the employee must request, in writing, the reinstatement of said employee to the staff. If an employee fails to comply with this requirement the Board shall have an additional thirty (30) days to return the employee to active service at the expiration of his/her leave. Not less than ten (10) days before termination of leave, a doctor's statement must be submitted by the employee and may be reviewed by a physician approved by the Board. This statement shall certify that the employee has been examined and that the employee will be able to resume duties with the Board when the leave of absence expires.

Whenever any employee has been absent from active service a sufficient number of days to exhaust his/her accumulated sick days, and continues in absence without applying for a leave of absence under this Article, the Superintendent may investigate the facts of the case and shall have authority to recommend to the Board that an unrequested leave of absence be granted according to the provisions set forth in Section 3319.13 of the Ohio Revised Code. Any employee who refuses to comply with the terms of such a leave of absence shall be considered to have terminated his/her employment.

Section 25.2. All insurance coverage provided by the Board and desired by the employee shall be continued, upon approval by the respective insurance carrier for those who are on such leave, upon payment of the premium by the employee to the Treasurer not later than the 25<sup>th</sup> day of the month preceding the month for which premium is due.

## ARTICLE XXVI SICK LEAVE

Section 26.1. Annual Allowance. Bargaining unit employees shall be granted sick leave accumulation on the following basis: one and one-quarter (1 ¼) days for each completed month for a maximum of fifteen (15) days for each completed year of service.

Section 26.2. Manner of Calculation. Any sick leave earned and unused in prior employment with another Ohio public school district or other agency of the state of Ohio shall, upon presentation of a certified copy stating the number of sick leave days earned and unused from such employers, be transferred to the employee's account at the time of employment in the manner prescribed by state law. Employees working less than a seven and half (7 ½) hour day who transfer to a position of increased hours per day shall convert their accumulated and unused sick leave on a proportionate basis based on regularly scheduled hours in determining their accumulated sick leave in their new position.

Section 26.3. Accumulated Sick Leave. The maximum number of sick leave days accumulated shall be unlimited.

Section 26.4. Approved Use of Sick Leave Days. Sick leave may be used by employees for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the employee's immediate family. Immediate family shall be defined as an individual's spouse, child, parent, brother, sister, grandparent, grandchild, in-law, aunt, uncle, cousin, spouse's relative, or persons residing in the same household. Sick days must be taken in either one-half (1/2) day (am or pm) or full day increments.

Section 26.5. Sick Leave Return Requirements. Bargaining unit employees who have been absent for five (5) consecutive working days due to sick leave usage defined above, must, before they return to work, present a certificate from a licensed physician stating the nature of the illness.

If usage was due to the employee's illness, the physician's certificate must state that they are physically able to resume their assigned duties.

The Superintendent shall require employees to furnish a satisfactory statement on the STATEMENT FOR USE OF SICK LEAVE form furnished by the Board to justify the use of sick leave.

Falsification of either the physician's certificate or the member's statement is grounds for suspension or termination of employment.

Section 26.6. Advancement of Sick Leave. A bargaining unit employee who has exhausted all sick leave days may be advanced a one time additional five (5) days per school year upon request to the Office of Human Resources. Upon return, days shall be repaid at the rate of one and one-fourth (1 ¼) days per month. In the event the employee does not return to work, the cost of the days shall be repaid to the Board or deducted from the employee's final pay.

## ARTICLE XXVII PERSONAL LEAVE

Section 27.1. Employees shall be entitled to three (3) personal days each school year, non cumulative, with pay except as defined in Section 27.2 to be taken at any time for any reason. Personal days must be taken in either one-half (1/2) day (am or pm) or full day increments. Request for approval for such leave with pay, shall be made in writing to the Superintendent and/or designee for approval at least two (2) days prior to the intended absence except in extreme emergency.

Section 27.2. No personal leave days may be taken on the day before or the day after a holiday, vacation period, NEOEA Day, or the beginning or ending of a school year or term. If any vacation break (i.e., Thanksgiving Break, Presidents Day Break, etc.) is extended by a parent-teacher conference compensation day ("comp day"), the prohibition on personal days extends to the day preceding or following the comp day. Exceptions to this provision may be granted by the Superintendent on a case by case basis.

Section 27.3. Personal leave days not utilized will be reimbursed no later than the first pay day in August of the succeeding school year at the per diem rate of the employee or they may, upon request, be converted to sick leave.

Section 27.4. An employee who begins employment after July 1 and who, as a result of such employment date, work for fewer months than a full work compliment for their position, shall have personal leave days, restricted and non-restricted, pro-rated based on the percentage of the work year for that position worked July 1 through June 30 of the year of employment, rounded to the nearest one-fourth (1/4) day.

Section 27.5. An employee who resigns or retires from their position shall have their personal leave days pro-rated based on the percentage of the work year for that position worked July 1 through June 30 of the year of employment, rounded to the nearest one-fourth (1/4) day. An employee who resigns or retires who has utilized personal days in excess of the pro-rated amount earned, or has unused personal days, shall have their final pay adjusted accordingly.

Section 27.6. An employee shall be responsible for knowing the number of personal leave days requested each year. An employee who is mistakenly granted and mistakenly takes personal day time in excess of allotted days will be docked pay for the time in question.

ARTICLE XXVIII  
LEAVE OF ABSENCE UNDER FAMILY MEDICAL LEAVE ACT

Section 28.1. Entitlement. An employee is entitled to a total of twelve workweeks of leave during any twelve-month period for one or more of the following reasons: (1) the birth of a son or daughter and in order to care for such son or daughter; (2) the placement of a son or daughter with the employee for adoption or foster care; (3) to care for the employee's spouse, son, daughter, or parent who has a serious health condition; or (4) because of the employee's own serious health condition that renders the employee unable to perform the functions of the job. Where spouses are both employed by the same employer, the aggregate number of workweeks to which both may be entitled may be limited to twelve during any twelve-month period in which the leave is taken (2) for the birth of a son or daughter; (2) for the placement of a son or daughter with the employee for adoption or foster care; or (3) to care for a parent (not, however, parent-in-law) who has a serious health condition; or (5) any qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a covered military member on active military duty, or has been notified of an impending call to active duty status, in support of a contingency operation. Such an employee is also entitled to up to 26 weeks of leave to care for the employee's spouse, child, parent, or next of kin who is a covered member of the armed services recovering a serious illness or injury sustained in the line of duty.

Section 28.2. Designation of Leave. An employee who is eligible for FMLA Leave must use all available sick leave which would be taken concurrently with the FMLA Leave.

Section 28.3. Return from Leave. On return from leave, the employee is entitled to be restored to the position held when leave began or an equivalent position. Taking leave cannot result in the loss of any benefits accrued prior to leave, but benefits do not accrue during the period of leave. The employer can require an employee to report periodically on his status and intention to return to work.

Section 28.4. Construction. Any ambiguities in this article shall be construed to provide the basis coverage required by the Family Medical Leave Act. All terms which are not defined in this article shall have the same meaning as those terms defined in the Family and Medical Leave Act.

Section 28.5. In the event that the Family Medical Leave Act has mandatory changes that are deemed not a subject for negotiation of collective bargaining agreements, such changes will automatically become part of this agreement.

Section 28.6. Nothing in this article shall serve to diminish rights granted to employees by virtue of other articles of this agreement.

ARTICLE XXIX  
ASSAULT LEAVE

Section 29.1. The Board shall grant a paid assault leave not to exceed sixty (60) work days per assault, in lieu of paid sick leave, for bargaining unit employees who are disabled due to a physical disability resulting from an assault which occurs in the course of Board employment or which occurs while carrying out an approved school-related assignment. Any amount of salary payable pursuant to this Section shall be reduced by the amount of any worker's compensation awarded for temporary disability due to said assault injury for the period for which such salary is paid. In order to be eligible for a leave, the employee shall be required to submit an assault leave form along with a physician's verification within twenty-four (24) hours of the assault that a disabling condition exists due to the employment-related assault. The Board has the option at anytime to require the employee to get a second verification from a physician selected by the Board that a disability condition exists due to the employment-related assault. If this second

verification differs from the employee's physician, Ohio Bureau of Workers Compensation laws will apply.

Section 29.2. A bargaining unit employee who is assaulted and takes time off to visit a doctor or hospital shall have that time charged to assault leave.

#### ARTICLE XXX JURY DUTY

Section 30.1. A bargaining unit employee shall be granted a leave with pay for the period of jury duty service.

Section 30.2. Each employee shall notify his/her supervisor upon receipt of summons served.

Section 30.3. Jury Duty is considered a day of work. Any employee discharged from jury duty prior to the end of the work day shall immediately report to their assignment for the remainder of their scheduled work day.

Section 30.4. Within fifteen (15) days of the receipt of jury duty compensation each bargaining unit member is required to endorse over or pay the amount received from the court for the day(s) served. The employee shall also provide a court signed slip verifying the days served. Compensation and the verification must both be sent to the Treasurer of the Warren City Schools.

Section 30.5. If employee fails to follow this procedure the Treasurer will payroll deduct the amount equivalent to their daily rate for day(s) absent.

#### ARTICLE XXXI PROBATIONARY PERIOD/SENIORITY

Section 31.1. Prior to regular employment, each employee shall be required to complete a sixty (60) calendar days probationary period. Following successful completion of the probationary period, probationary employees shall become members of the International Union of Operating Engineers, Local 18S, pursuant to Article II of this Agreement.

Section 31.2. After successfully completing the probationary period, the employee shall become a regular employee.

Section 31.3. Probationary employees shall receive all salary and medical benefits under Article XXXVI and Article XXXV of this Agreement. An employee whose effective date of employment is the 1<sup>st</sup> through 5<sup>th</sup> day of the month shall have their insurance benefits made effective the 1<sup>st</sup> of that month. If the effective date is the 6<sup>th</sup> day through the end of the month, their insurance benefits shall be effective the 1<sup>st</sup> day of the next month.

Section 31.4. New employees shall not have seniority during their probationary period; however, persons who achieve permanent status shall have seniority calculated from the date of continuous uninterrupted employment.

Section 31.5. Seniority shall be defined as length of continuous service from the date of successful completion of the probationary period as defined in Section 31.1 of this contract. Board approved leaves of absence shall not constitute an interruption of continuous service.

Section 31.6. In the event of identical seniority in the bargaining unit, seniority will be determined by:

1. The date on which the employee submitted a completed job application for a position in this unit, and then by;
2. Flip of a coin.

Section 31.7. Seniority shall be broken only when an employee:

1. Resigns.
2. Is discharged.
3. Is laid off for a period of more than two (2) years (computed from the last day worked).
4. Is transferred or promoted to a job outside the bargaining unit within the school system.

Section 31.8. The Superintendent or designee shall provide the Chief Steward of the union an updated seniority list for each job classification by January 15 each year. Each educational assistant will be notified the list is available and must be examined for accuracy. An educational assistant who believes his/her seniority is inaccurate must present the matter to the Executive Director of Human Resources by January 30<sup>th</sup>. The Executive Director of Human Resources shall meet with the Chief Steward by February 10 to discuss any challenges, and a final seniority list shall be made available and provided to the Chief Steward by February 20. Any challenges to the final list must be filed as a grievance within the grievance guidelines based upon the date the final seniority list is provided to the Chief Steward. The final list shall be used for any layoffs for the ensuing year.

Section 31.9. It is the responsibility of all bargaining unit employees to provide documentation of ESEA compliance regardless of their current position. It is this documentation that determines your position on the above mentioned seniority list.

## ARTICLE XXXII JOB ASSIGNMENTS

Section 32.1. Needs and Qualifications. The assignments and transfers of educational assistant shall be made in accordance with the needs of the school district, ESEA requirements and programs as determined by the Superintendent and/or designee. All such assignments or transfers are conditioned, upon proper state certification and, if applicable, meeting the ESEA requirements. There will be a thirty (30) working day probationary period when transferring from one program to another or transferring within a program.

Section 32.2. ESEA Requirement. A number of educational assistants in the District must obtain qualifications under ESEA in order to retain the position currently held. In April, 2005, the following course of action shall be taken, effective August 1, 2005, if an educational assistant does not meet the ESEA requirement for a position:

1. The first option will be for the Superintendent to make an involuntary transfer of the individual, to exchange that individual's assignment with that of an educational assistant who is qualified for, but not assigned to a position requiring ESEA qualification.

2. If the problem cannot be solved under option 1, the educational assistant requiring ESEA qualification who is not qualified will be removed from his/her position and will be eligible to bump down in accordance with the contractual layoff bumping procedure.

Section 32.3. For the purpose of this Agreement, programs shall be defined as Educational Attendants (not requiring ESEA qualifications) and Instructional Aides (requiring ESEA qualification).

Section 32.4. Bidding Within Program. Beginning in September and ending in June (coinciding with the school calendar year opening and closing) notifications of vacancies within programs which are to be filled during the school year shall be sent to all educational assistants in that same program designating a deadline date allowing at least seven (7) days for application. In the event that two (2) or more qualified and currently employed educational assistants in the program where the vacancy exists have applied for the transfer, the educational assistant meeting the posted job qualifications and having the most seniority within the program shall be given preference. The employee assigned will be on probation in the new position for thirty (30) working days.

Section 32.5. Transfers Within Programs. The final right of assignment of educational assistants shall remain at the discretion of the Superintendent or designee. Assistants may be transferred within a program based upon the needs of the individual program and school district.

Section 32.6. Transferring From One Program to Another. During the school year, notifications of vacancies to be filled by educational assistants shall be posted on school bulletin boards and at the personnel office. A copy shall also be forwarded to the Chief Steward of Local 18S.

Any educational assistant employed in a program other than the program in which the vacancy exists and desiring to make application for the vacancy may do so in writing within the time constraints listed on the job posting. Appointment among competing applicants shall be made providing they meet the qualifications listed on the job posting and then by total Board seniority. The educational assistant so assigned shall be on probation in the new position for a thirty (30) working day period. If the administration removes a transferred educational assistant from his/her new position during the probationary period, then the educational assistant may return to his/her former program.

Section 32.7. Non-vacancies. The administration reserves the right not to fill any vacancy or to place a substitute in any unfilled vacancy when such vacancy occurs after January 31 of any school year. Also, vacancies resulting from any leave of absence or any transferee's probationary-period may be protected by the administration either by remaining unfilled or by placement of a substitute.

## ARTICLE XXXIII LAY-OFF AND RECALL PROCEDURES

Section 33.1. In the event of layoff of educational assistants, seniority and compliance to the job classification requirements shall be the criteria to determine which contract is suspended. Educational assistants who meet the requirements both of the educational assistant classifications (educational attendants and instructional aides) shall be placed on both seniority lists. The seniority list used for the purpose of implementing the lay-off procedure shall be the February 20 seniority list as described in Section 31.8 of this Agreement.

Section 33.2. Recall List. A laid off employee shall be on the recall list for two (2) years from date of layoff. An employee, to be in line for recall, must keep on file with the Board of Education his/her current address and telephone number, maintain proper certification and, if applicable,

immediately provide the Executive Director of Human Resources with the proper documentation that one of the requirements for ESEA has been met. Employees on layoff will be recalled as outlined in Section 33.3 below. If an employee cannot be reached at the address or telephone number on file, a registered letter will be sent. If no response is received within five (5) working days, he/she will be considered to have resigned.

Section 33.3. Recall Procedures. Educational assistants on the recall list shall be offered re-employment to positions for which they meet the job classification requirements in the order of seniority at the time of contract suspension. An educational assistant reinstated after having their contract suspended shall have their seniority restored for the period during which they are on the recall list.

Section 33.4. Any ESEA position(s) that is vacant as a result of an employee not meeting the ESEA requirement, resulting in April 2005 Board action suspending a contract effective the conclusion of the 2004-2005 school year, shall not be filled until August 1, 2005. After August 1, 2005, the vacant position(s) shall be filled by the most senior employee on the recall list meeting the ESEA requirement.

Section 33.5. The Board agrees to provide the Chief Steward of the Union, in writing, with the name, address, and phone number of each employee who has been recalled from layoff.

Section 33.6. A recalled employee whose effective date of reinstatement is the 1<sup>st</sup> through 5<sup>th</sup> day of the month shall have their insurance benefits made effective the 1<sup>st</sup> of that month. If the effective date is the 6<sup>th</sup> day through the end of the month, their insurance benefits shall be effective the 1<sup>st</sup> day of the next month.

#### ARTICLE XXXIV SEVERANCE PAY

Section 34.1. An employee, with ten (10) or more years of service in the District, who elects to retire from active service shall receive, in one lump sum, one quarter (1/4) of the value of his/her accrued and unused sick leave to a maximum of thirty (30) days multiplied times his/her per diem rate at the time of retirement. In addition, there shall be added a sum equal to one-eighth (1/8) of the accrued and unused leave in excess of one hundred twenty (120) days multiplied times his/her per diem rate at the time of retirement. Payment will be made upon written evidence of approval of retirement eligibility from the School Employees Retirement System. Severance pay shall then be paid no later than six (6) months after the last date of employment or payment may be delayed, at the employee's option, until the first pay date for classified employees in the next taxable year. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accumulated by the employee at that time. Such payment shall be made only once to any employee.

In the event of the death of an employee with ten (10) or more years of service in the district, severance pay would become due and payable to the estate of the deceased. Such severance shall be calculated in the same manner as severance is calculated for retirees. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accumulated by the employee. Such payment shall be made only once to the estate of the deceased.

#### ARTICLE XXXV INSURANCE BENEFITS

As used in this Article, "full-time employee" means an employee who is regularly scheduled to work thirty-five (35) or more hours per week. "Part-time employee," for insurance benefits only, means an employee regularly scheduled to work not less than twenty-six (26) hours per week.

An eligible employee whose effective date of employment or reemployment is the 1<sup>st</sup> through 10<sup>th</sup> day of the month shall have their insurance benefits made effective the 1<sup>st</sup> of the month. If the effective date is the 11<sup>th</sup> through the end of the month, the employee's insurance benefits shall be effective the 1<sup>st</sup> day of the next month.

Section 35.1. Comprehensive Medical Insurance. The Board agrees to provide at Board expense, except as provided in Section 35.1 a. and b. below, hospital, surgical, major medical, dental, prescription drugs and vision benefits for members of the bargaining unit and their dependents.

a. Employee Cost Sharing:

1. Effective July 1, 2013, each employee (exclusive of the spouse of another employee of the District who is affected by this provision and as described in Section 35.1 a. 2.) shall pay ten per cent (10%) of the premium cost of health care. Said payment shall occur through payroll deduction and shall be calculated on twenty-four equal installments. Said payments shall be made with "pre-tax" dollars. .

2. Married couples who are both employed by the District shall share in the cost of health care as follows: in the event both spouses are covered by the same Family or Employee/Spouse plan, then the spouse with the highest annual salary shall have the appropriate contribution for the cost of health care deducted from his/her pay checks; in the event one spouse has a Family Plan and the other spouse has a Single plan, then both spouses shall have the appropriate contribution for the cost of his/her health care plan deducted from his/her individual pay checks.

b. Tiers of Coverage: For coverage beginning on July 1, 2013, eligible employees shall have the option of selecting from the following tiers of coverage:

- Single Coverage
- Employee/Spouse Coverage
- Employee/Child(ren) Coverage
- Family Coverage

Section 35.2. Life Insurance. Group life term and accidental death and dismemberment benefits shall be provided at Board expense for all eligible employees in the bargaining unit. The Board shall provide thirty thousand dollars (\$30,000) of term life insurance and dismemberment benefits. Said coverage is to be in effect until June 30, 2007.

Section 35.3. Part time Employees. The insurance benefits described in this Article shall be provided to part time employees, except as provided in Section 35.1 of this Agreement, in accordance with the following schedule:

Regularly scheduled to work at least 30 hours but fewer than 35 hours per week (83%)  
Regularly scheduled to work at least 26 hours but fewer than 30 hours per week (56%)

Section 35.4. TB Test. In the event that bargaining unit members are required to be tested for TB due to exposure, the Board shall pay the cost of the TB Skin Test. Positive reactors to the TB Skin Test, who require a chest X-ray shall be eligible for Board payment of the X-ray cost if X-ray cost is not covered by insurance and if the chest X-ray is deemed necessary by a physician selected by the Board.

Section 35.5. A committee consisting of representatives from the various unions representing district employees shall be established by the Superintendent. The International Union of Operating Engineers, Local 18S, shall be represented on such committee by one representative selected by the Union. The purpose of this committee shall be to address the quality and cost of health insurance for all enrollees of any district health insurance plan. The duties of the committee shall be to review and analyze all pertinent healthcare and health insurance information germane to the stated purpose of the committee and make recommendations regarding health insurance and healthcare systems for the district.

Section 35.6. Spousal Coverage. When an employee's spouse is eligible for and enrolled in a health insurance plan with his/her employer or with a public retirement system, that plan will be considered primary coverage for the spouse. Should the non-district employee spouse elect not to obtain/participate in such coverage, the District employee shall pay an additional \$150 per month for family health coverage, in addition to any other contributions otherwise due. If the spouse elects to join his/her employer's coverage including any available prescription drug coverage, that coverage would be primary and the \$150 additional payment is not required. It is understood that the \$150 per month payment is pre-tax.

This provision takes effect no earlier than November 1, 2004, and thereafter on the day the spouse first becomes eligible for coverage or on the day the employer of the spouse first provides for enrollment in its health plan. If a spouse needs to wait for a window period as of November 2004 in order to enroll in his/her other insurance, the fee will not begin until the window period. If a spouse's eligibility for coverage with another employer is terminated, the spouse may return to Warren City Schools' primary coverage without penalty.

This provision will sunset from this Agreement on the date of the ratification of the WEA successor agreement, and will continue to the extent of and in such form as it is being applied to the WEA employees.

In order to put this provision into effect, the Board and the Association will develop a form for each employee to certify information as to the spouse's eligibility for coverage.

Section 35.7. Voluntary Non-participation in Health Insurance Coverage.

- A. The Board shall establish a qualified cafeteria plan subject to Section 125 of the Internal Revenue Code of 1986, as amended, and any and all of the rules and/or regulations promulgated there under, with the intent being that there is no tax liability to those who choose the health insurance plan rather than the waiver. Employees electing to waive the health insurance plan will be responsible to pay tax on any money received in lieu of the coverage. The Board will withhold taxes, as per past practice.
- B. In accordance with the terms of the cafeteria plan, any bargaining unit member who voluntarily elects not to participate in any of the Board provided health insurance, or elects to receive only prescription drug, dental, and vision coverage, shall indicate so on a waiver form provided by the Board. Bargaining unit members are eligible to not participate in Board-provided insurance only if they have coverage from a source other than the Warren City School District. The waiver shall have an effective date of the next following first day of the month. (Health insurance is defined as any Board provided insurance except life insurance.) Any employee in the bargaining unit who voluntarily

elects not to participate in any of the Board-provided health insurance shall not contribute towards the cost of the health care, as specified in Section 35.1 of the Agreement. Any employee in the bargaining unit who elects to receive only prescription drug, dental, and vision coverage shall make a proportional contribution towards the cost of health care, as specified in Section 35.1 of the Agreement.

- C. Any bargaining unit member who elects to withdraw from the insurance program as provided above shall be paid \$125 per full month (\$1500.00 a year), or an appropriate proration for part-time employees based upon the Board payment of their benefit costs. Any bargaining unit member who elects to receive prescription drug, dental and vision coverage only shall be paid \$62.50 per full month (\$750.00 a year), or an appropriate proration for part-time employees based upon the Board payment of their benefit costs.
- D. Any bargaining unit member who voluntarily waives participation in the health insurance program shall be entitled to return to coverage under this Agreement during the annual open enrollment period, or at any time at the member's option if it is permissible under the terms of the cafeteria plan. A member who opts back into the insurance plan shall have an effective date the succeeding first day of the month, and at that time, shall be required to participate in any applicable cost sharing as specified in Section 35.1 of the Agreement.

(This language reverts to WEA language if agreement is different than above.)

Section 35.8. Flexible spending Accounts (FSA). Effective January 1, 2011 all members of the bargaining unit shall have the option to participate in Flexible Spending Account (FSA). Options available to employees are:

- (1) Health Care Account with an annual maximum contribution amount of the lesser of four thousand dollars (\$4,000.00) or the maximum amount as determined by IRS regulations.
- (2) Dependent Daycare/Elder Care Account with an annual contribution for married individuals that is the lesser of:
  - (a) five thousand dollars (\$5,000.00) for those filing a joint IRS return, or twenty-five hundred dollars (2,500.00) for those filing a single IRS return, or
  - (b) your spouse's total annual compensation, or
  - (c) one-half (1/2) of your total annual compensation.

If you are a single individual, the maximum contribution for Dependent Daycare/Elder Care Account is five thousand dollars (\$5,000.00).

The Board and Local 18S agree that for the 2010-2011 school year, Sections 35.1, 35.2, 35.5, 35.6, and 35.7 of the Agreement between the WCBOE and Local 18S (July 1, 2009 – June 30, 2010) shall remain unchanged. Furthermore, the Local 18S agrees to accept any changes in plan design for insurance coverage's agreed to by the WEA during negotiations for a successor agreement to be effective with the 2011-2012 school year. Local 18S further agrees to have the insurance coverage language in the WEA Contract become part of their language effective with the 2011-2012 school year. In the event the WEA agrees to an employee contribution to the cost of health care during their negotiations of a successor agreement to be effective with the 2011-2012 school year, Local 18S reserves the right to accept the WEA language as their own, or to negotiate an employee contribution to the cost of health care based upon a percentage of the annual compensation of the employee.

ARTICLE XXXVI  
WAGES

Section 36.1. Effective July 1, 2011, Employees in the bargaining unit will receive an equal percentage increase on the base salary as negotiated by the Warren Education Association for said school year, inclusive of any monetary increases not reflected by an increase on the base salary, such as but not limited to lump sum payments, signing bonuses, etc. Bargaining unit members shall not advance an additional step beyond his/her placement on the salary schedule during the 2010-2011 school year. However, all bargaining unit members shall receive additional compensation for the 2011-12 school year as provided in Section 36.15 of the Agreement.

Section 36.2. Effective July 1, 2012, Employees in the bargaining unit will receive an equal percentage increase on the base salary as negotiated by the Warren Education Association for said school year, inclusive of any monetary increases not reflected by an increase on the base salary, such as but not limited to lump sum payments, signing bonuses, etc. Bargaining unit members shall not advance an additional step beyond his/her placement on the salary schedule during the 2011-12 school year.

Sections 36.3 Effective July 1, 2013, Employees in the bargaining unit will receive an equal percentage increase on the base salary as negotiated by the Warren Education Association for said school year, inclusive of any monetary increases not reflected by an increase on the base salary, such as but not limited to lump sum payments, signing bonuses, etc. Bargaining unit members shall not advance an additional step beyond his/her placement on the salary schedule during the 2012-13 school year.

Section 36.4. Effective July 1, 2010, an increase over the existing Local 18S Salary Schedule A of twenty-seven cents (\$.27) per hour on the Local 18S Salary schedule for Educational Assistants who meet the Federal Requirements for Instructional Paraprofessionals for Section 1119 of ESEA by passing the Parapro Assessment.

Section 36.5. Effective July 1, 2010, an increase over the existing Local 18S Salary Schedule of forty-nine cents (\$.49) per hour for Educational Assistants with an associate degree or by completing at least two (2) years of study at an institution of higher education (defined as forty-eight (48) semester or seventy-two (72) quarter hours).

Section 36.6. Effective July 1, 2010, an increase over the existing Local 18S Salary Schedule A of seventy-six (\$.76) per hour on the Local 18S Salary Schedule for Educational Assistants with a bachelor's degree or its equivalent.

Section 36.7. An employee who is assigned to a position that does not require ESEA qualifications but meets the requirements for placement on the Local 18S Salary Schedule shall be placed on the appropriate schedule at the MD instructional aide rate.

Section 36.8. When a bargaining unit member has met any one (1) of the Federal requirements for Instructional Paraprofessionals for Section 1119 of ESEA which qualifies him/her for movement to another salary schedule, he/she shall request in writing to be moved to the appropriate salary schedule. Supportive documentation must be attached to the request or be on file with the Executive Director of Human Resources. Requests not received over the summer months must be received on or before the end of the third (3<sup>rd</sup>) week of instruction for the salary adjustment to become retroactive to the first (1<sup>st</sup>) week of instruction, or before the twenty-second (22<sup>nd</sup>) week of instruction for the salary adjustment to become retroactive to the twentieth (20<sup>th</sup>) week of instruction. After the start of instruction, the Board will act on said requests only in the months of October and February.

Section 36.9. Increment adjustments shall be made on an annual basis. Adjustments shall be made beginning with the first full payroll period following July 1 of each year.

Section 36.10. Each employee who has completed five (5) full years or more of full-time service shall receive a longevity payment in December of each year. Such payment shall be computed annually in July of each year by multiplying by two dollars and seventy-five cents (\$2.75) times the number of months of service from initial provisional appointment through the June immediately preceding the computation. Employees with twenty (20) to twenty-four (24) years of service shall receive a payment of eight hundred twenty-five (\$825.00) under this Section. Employees with twenty-five (25) or more years of service will receive one thousand one hundred dollars (\$1,100.00) under this section. No employee shall receive a payment of more than one thousand one hundred dollars (\$1,100.00) under this Section.

Payment to an employee who leaves employment for any reason, other than discharge for just cause, in which case there will be no payment, shall be pro-rated on the basis of the number of months of service to the employee's date of termination and shall be made in December.

In the case of death, this benefit will become due and payable to the estate of the deceased.

In order to be eligible for payment under this Section, an employee must be on the payroll during the period of July 1 to June 30 of the appropriate year and fulfill at least sixty-six percent (66%) of their work schedule for the credited year (inclusive of paid sick leave and/or paid vacation). For purposes of this Section, "month of service" means any month in which an employee actually worked fourteen (14) days or more.

Employees who are on approved leaves of absence and/or workers' compensation, excluding paid sick leave, shall not be eligible for longevity payment unless they fulfill at least sixty-six percent (66%) of their work schedule for the credited year (inclusive of paid sick leave and/or paid vacation). The longevity payment shall not be paid until they resume employment on a full-time basis.

Section 36.11. Employees in the bargaining unit employed on a regular work schedule shall receive their salary in twenty-six (26) equal pays.

Section 36.12. Education assistants shall not be assigned to monitor a classroom in the absence of a teacher except in an emergency and only as long as it takes to secure a substitute teacher. In the event a substitute is not assigned within one and one-half hours, the assistant will be paid time and one-half for the hours worked in the absence of the teacher.

In other instances, when the teacher is involved in testing or conferences which cannot be done outside the instructional day, the educational assistant will be paid time and one-half for the time worked in the absence of the teacher.

Section 36.13. A program of direct deposit of payroll checks to Board of Education authorized banks is mandatory for all bargain unit members. Any current bargain unit member not enrolled in a direct deposit program shall have thirty (30) days from the date of ratification of this Agreement to enroll in a direct deposit program. A newly hired bargaining unit member's request for direct payroll deposit shall be submitted on proper forms, submitted at least seven (7) calendar days prior to their first pay date. Any changes to the banking establishment receiving the deposits approved herein shall also be in writing and presented at least seven (7) calendar days prior to the applicable change date. All funds will be timely deposited so as to have accessibility to the funds on the pay date.

Section 36.14 Years of Service Placement: At the expiration of this Agreement and with the adoption of the successor agreement, the Years of Service (steps) will pick-up from where they were frozen on June 30, 2011. Therefore, bargaining unit members will not be advanced for the Years of Service (steps) they complete during the term of this Agreement.

Section 36.15 Additional compensation (for purposes of placement for this provision only, an eligible bargaining unit member in the employ of the Board during the 2010-11 school year shall be considered to have advanced one step on his/her placement on the experience schedule for the 2011-12 school year):

Each bargaining unit member (an employee in the employ of the Board during the 2010-11 school year shall receive the following additional compensation, subject to applicable withholding and paid in a separate check on the second pay date in January of 2012;

- A bargaining unit member considered to be placed on Steps 2-10 of the experience schedule shall receive a lump sum payment of three hundred fifty dollars (\$350.00),
- A bargaining unit member considered to be placed on Steps 11-19 of the experience schedule shall receive a lump sum payment of five hundred dollars (\$500.00),
- A bargaining unit member considered to be placed on Steps 20-25 of the experience schedule shall receive a lump sum payment of six hundred fifty dollars (\$650.00),
- A bargaining unit member considered to be placed on Steps 26-32 of the experience schedule shall receive a lump sum payment of eight hundred dollars (\$800.00).
- A bargaining unit member considered to be placed on Steps 33 and beyond of the experience schedule shall receive a lump sum payment of nine hundred fifty dollars (\$950.00).

#### ARTICLE XXXVII TUITION REIMBURSEMENT

Section 37.1. Subject to the limitations stated in 37.2 below, the Board shall reimbursement employees for the costs of courses taken from an approved provider directly related to her/his employment or possible future employment with the Warren City Schools.

Section 37.2. The maximum total payment per employee per school year pursuant to this Article shall be three hundred seventy-five (\$375.00), or any higher amount that is in effect for the Warren Education Association during the life of this Agreement. Pursuant to this Article the

school year is defined as courses completed between July 1 and June 30. In order to be eligible for payment, the employee shall:

- a. obtain written approval from her/his supervisor and the Superintendent prior to taking a course directly related to her/his employment or possible future employment with the Warren City schools;
- b. present evidence of satisfactory completion of the course; and
- c. present satisfactory documentation of all costs for which reimbursement is sought.

Section 37.3. Tuition Reimbursement Request Form must be completed and submitted to Employee Benefits no later than the close of day June 1. Classes that are completed after June 1 but ending before June 30 and classes starting after June 1 but ending before June 30 must meet the June 1 submission deadline. Back-up documentation (the original paid receipt showing the cost of the course with subsequent payment and the grade card or transcript showing evidence of satisfactory completion of the course) do not have to be submitted with the Tuition Reimbursement Request Form. The back-up documentation can be turned in anytime after June 1 but no later than September 30. Tuition reimbursement shall be forfeited if back-up documentation is not received by September 30.

Section 37.4. Payment shall be approved at the first regular Board meeting after the compliance with the eligibility requirement or payment as defined in 37.2 has been met.

Section 37.5. The Board will pay the permit fee (does not include the cost of courses, training, transportation, etc.) for Educational Assistant Permit renewals.

#### ARTICLE XXXVIII ESEA INSERVICE/TRAINING/ASSESSMENT

Section 38.1. The Board agrees that by August 30, 2004, the Administration will provide an inservice on qualification standards under the ESEA covering educational assistants. The Administration will also prepare a list of educational assistant positions requiring highly qualified status under ESEA, and outlining what qualifications will be required to obtain such status.

Section 38.2. In order to assist educational assistants employed prior to July 1, 2004, to complete this new educational requirement, the Board shall offer training courses to said employees to assist them in preparing for the formal state assessment.

Section 38.3. The Board shall provide the necessary materials (i.e. Parapro Assessment Study Guide) to assist educational assistants for Parapro Assessment preparation.

Section 38.4. The Board shall pay for the cost of taking the Parapro Assessment (not including other fees, parking, mileage, supplies, books, etc.). After receipt of written proof that the test was taken, the employee shall be reimbursed for the Parapro Assessment cost.

#### ARTICLE XXXIX WORKERS' COMPENSATION/RETURN TO WORK

Section 39.1. When an employee sustains an injury believed to be work related, he/she must immediately report the injury to his/her immediate supervisor. The injured employee must complete an Employee Accident Report and return to the immediate supervisor by the next workday. In the event that the injured employee is unable to file an Employee Accident Report,

the chief Steward shall have the report completed and return to the immediate supervisor by the next day.

Section 39.2. An injured employee who is off work must be on a leave, and may apply for any leave he/she qualifies for under Articles XXIV, XXV, XXVI, XXVII, XXVIII and XXIV.

Section 39.3. Return to Work Program:

1. A detailed release or return to work slip must be submitted to the immediate Supervisor and the Benefits/Human Resource Office before the employee can return to work.
2. If time off the regular scheduled assignment is necessary due to an allowed condition(s), as certified by the treating physician, the following will take place to determine whether the employee qualifies for transitional/light duty work:
  - a. Before any employee is permitted to perform transitional work or light duty in any position, the employee may be required to undergo a physical exam by a physician selected by the District. In addition, this will evaluate any job description relevant to determine if a position would be appropriate for the injured employee.
  - b. The employee and management will work collaboratively in returning the injured employee back to their original position through the transitional work program or in a temporary assignment of light duty for which the employee is otherwise qualified. When establishing a temporary light duty position, or transitioned work program, management and the employee shall establish a time frame (not to exceed four (4) months) for the temporary assignment or transitional program.
  - c. While the employee is assigned to another position on a temporary basis, the procedures under Article VI will not govern the filling of the employee's regular assignment.
  - d. The employee, if placed into the light duty job, will be expected to perform the job responsibilities as if it were his/her regular position. If the employee is unsuccessful in performing those responsibilities, management has the right to terminate the light duty position early, or find a different light duty position.
  - e. Employees assigned to a temporary light duty position or to a transitional work program will be paid as agreed between the management and the employee.
3. A temporary light duty assignment does not constitute a vacancy or regular position being created and does not give the employee seniority therein. The employee's regular seniority will be maintained as in Article XXXI.
4. This "Return to Work" program is related directly to BWC claims. All regulation/policies and procedures of the BWC will be followed. Neither the Board nor the employee waives any rights or obligation under the Workers' Compensation statutes or rules and regulations.
5. Nothing in this section requires the Board to offer nor to continue transitional work or temporary light duty to any employee. Nothing in this section is grievable.

under Article III. Any disputes will be resolved through the statutory procedures under ORC Chapters 4121 and 4123 and the applicable rules and regulations.

## ARTICLE XL DRUG AND ALCOHOL PROGRAM

Section 40.1. Purpose. Employees are the Board's most valuable resource, and for that reason their safety and health is of paramount concern. The Warren City Schools Board of Education maintains a strong commitment to its employees to provide a safe workplace and to establish programs promoting high standards of safety and health. Consistent with the spirit and intent of this commitment, the Board expects employees to report for work in proper condition to perform their duties. One intent of this program is to prevent the use of or the possession of drugs and alcohol in the working environment or arrival at work with them in the employee's system. Use of these substances poses a serious threat to the health and safety of all employees.

Section 40.2. Employee Responsibilities. Under this program, employees are responsible for the following actions:

1. Avoiding the use of, and any involvement with, illegal drugs;
2. Avoiding the use of alcohol while on the District's premises and controlling off-the-job use of alcohol and other substances so as to ensure that such use does not adversely affect safety, productivity or job performance;
3. Using medication or prescription drugs only in accordance with prescription drugs only in accordance with prescriptions and physician's directives and providing notice to supervisors of such use in accordance with Section 40.3 of this program;
4. Abiding by the terms of this program;
5. If convicted of violating a criminal drug statute based on actions involving illegal drugs that occur in the workplace, notifying the Office of Human Resources within five (5) calendar days of the Conviction.

Section 40.3. Prohibitions:

1. Illegal Drugs

The manufacture, use, sale, trafficking, purchase, transfer, distribution, dispensing or possession of any illegal drug by an employee while on duty, or on or about the District's premises, is prohibited and shall result in discipline, up to and including termination of the individual's employment (and may subject the individual to criminal prosecution).

2. Alcohol

The unauthorized use of alcohol by an employee while on the District's premises shall be subject to disciplinary action, up to and including termination of employment.

3. Medications

In certain situations, an employee's use of medication can pose a risk to the safety of the employee or to others. If an employee's use of any medication could adversely affect the safety of the employee, co-workers, students or members of the public; the employee's job performance; or safe or efficient District operation, then the employee must provide his/her supervisor with a physician's notice that specifies any on-duty-related limitations resulting from use of the medication. Failure to provide such notice of work limitation will subject the employee to disciplinary action, up to and including termination of employment.

Section 40.4. Employee Assistance. It is the District's policy to help any employee who has a substance-abuse problem, especially in situations where the individual seeks assistance. We will attempt to accommodate an employee who seeks and undergoes treatment and will attempt to protect the privacy of the individual.

An employee who seeks assistance for a problem with drugs or alcohol prior to any infraction of this policy or to any reasonable suspicion will not be subject to any adverse discipline taken for seeking such assistance. This does not protect the employee from disciplinary action for violation of the prohibition in 40.3.

If you seek assistance for a problem with drugs or alcohol, contact the Executive Director of Human Resources about available counseling, rehabilitation and employee assistance.

You also can call toll free the National Institute on Drug Abuse Hotline at 1-800-662-HELP.

Please do not hesitate to contact the Executive Director of Human Resources if you have any questions about employee assistance for a drug or alcohol problem.

Section 40.5. Drug and Alcohol Testing:

1. The following provisions are being established to ensure and maintain that the Warren City School District is a drug-free workplace; the District prohibits the unlawful manufacture, possession, use, distribution, or dispensing of alcohol or other drug paraphernalia by any member of the District's staff at any time while on District property, during work hours, or while involved in any District-related activity or event. This includes being under the influence of alcohol and/or drugs. Any staff member who engages in prohibited conduct under the DFWP Policy shall be subject to disciplinary action in accordance with District guidelines and, when applicable, the terms in accordance with District guidelines and, when applicable, the terms of the negotiated, collectively-bargained agreement. The DFWP Policy requires drug and alcohol testing of employees under specific circumstances. The specific testing requirements are A) Pre-employment, B) Post-Accident, C) Reasonable Suspicion and D) Follow-Up Testing. There will be testing of current employees if there is reasonable suspicion as defined in the BWC Drug Free Workplace Program that the employee is at work under the influence of illegal drug or alcohol. The Board's policy will allow for testing under the following conditions:
  - a. Provide for the supervisor trained in the detection of alcohol and drug use, to order a drug screen and/or alcohol breathalyzer test(s) immediately when there is reasonable suspicion that an employee has been using drugs or alcohol.
  - b. Drug or alcohol testing may be administered to any employee to determine their fitness for duty when there is reasonable suspicion to believe the employee may be unfit for duty.

- c. A refusal to submit to a drug or alcohol test or engage in conduct that clearly obstructs the testing process shall be treated as a positive test.
2. Drug or Alcohol Testing Resulting From Reasonable Suspicion.

a. Drug Screening:

- 1. The Superintendent or designee shall order a drug screen immediately when there is reasonable suspicion that an employee has been using any drug or narcotic and that this use may present a risk to their safety or that of fellow employees or students or the public. Reasonable suspicion shall include any on the job injury requiring medical treatment.
- 2. The urinalysis procedure for obtaining the urine specimens will be done in accordance with an accredited procedure established by the provider of service.

The urine specimen will be acquired in accordance with established procedures, and an accredited laboratory will conduct analysis of the urine specimen to determine the levels of any controlled substance.

b. Alcohol Breathalyzer Test:

The Superintendent or designee shall order the employee to report to the Warren Police Department or other certified provider for an alcohol test after the appropriate arrangements have been made, if there is reasonable suspicion that an employee is under the influence of alcohol.

ARTICLE XLI  
DRESS CODE

Section 41.1. Annually by September 15<sup>th</sup> either the Chief Steward of Local 18S or the Superintendent may request to meet to review and make recommendations for establishing a dress code. The committee shall be comprised of two (2) Local 18S representatives appointed by the Chief Steward and two (2) Board representatives appointed by the Superintendent and/or designee. The committee will make recommendations on a dress code. While the committee shall make recommendations on the dress code, final authority for establishing a dress code remains with the Superintendent. The work of this committee shall be completed no later than November 15<sup>th</sup>.

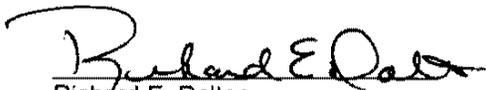
ARTICLE XLI  
DURATION OF THE AGREEMENT

Section 42.2. This Agreement shall become effective at 12:01 a.m. on June 30, 2011 and shall continue in full force and effect until 12:00 p.m. on June 29, 2014.

INTERNATIONAL UNION OF  
OPERATING ENGINEERS,  
LOCAL 18S



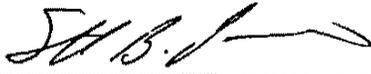
Patrick L. Sink  
Business Manager



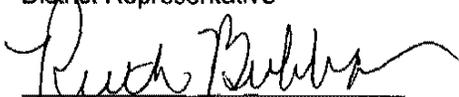
Richard E. Dalton  
President



Mark A. Totman  
Recording Secretary

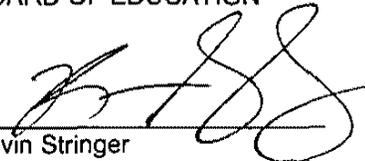


Scott B. Peters  
District Representative

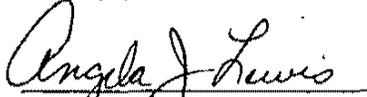


Ruth Bubba  
Steward

WARREN CITY SCHOOL DISTRICT  
BOARD OF EDUCATION



Kevin Stringer  
President



Angela J. Lewis  
Treasurer



Loree Richardson  
Interim Superintendent



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*International Union of Operating Engineers*

LOCAL 18 AND ITS BRANCHES • SERVING OHIO

THIRTY-FIVE FIFTEEN PROSPECT AVENUE • CLEVELAND, OHIO 44115

(216) 432-2668

FAX: (216) 432-0796

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Local 18S  
★  
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June 29, 2011

State Employment Relations Board  
65 East State Street, 12<sup>th</sup> Floor  
Columbus, Ohio 43215-4213

Dear Sirs:

Enclosed you will find a signed copy of the new Agreement between Local Union 18-S, Cleveland, Ohio and the *Warren City School District Board of Education*.

This copy filed in accordance with Ohio State Employment Relations Board Rules 4117-1-01 through 4117-25-02.

Sincerely yours,

Scott B. Peters  
Business Representative

SBP/pjn  
Enclosure(s)

2011 JUL -1 P 3:25

STATE EMPLOYMENT  
RELATIONS BOARD

