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STATE EMPLOYMENT RELATIONS BOARD
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AGREEMENT

between the

Warren City School District Board of Education

and the

Ohio Association of Public School Employees

Chapter 288

June 30, 2011 through June 29, 2014

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AGREEMENT

This Agreement entered into at Warren, Ohio, this first day of July, 2010 between the Warren City School District Board of Education, hereinafter referred to as the "Board", and the Ohio Association of Public School Employees (OAPSE), Chapter 288, hereinafter referred to as the "Association".

ARTICLE I
RECOGNITION

Section 1.1. The Board recognizes the Association for the term of this Agreement as the sole and exclusive bargaining representative for the following categories of Food Service employees:

K-8 Cook
High School Cook
Baker
Helper to the Cook
Helper to the Baker
General Labor
Manager-in-Training
High School Managers
K-8 Manager
Records Keeper
Van Driver

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 Association shall admit employees to membership without discrimination on the basis of race, creed, color, national origin, sex, or marital status.

ARTICLE II
ASSOCIATION SECURITY AND DUES CHECK-OFF

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

Section 2.2. Bimonthly payroll deductions shall be forwarded to the State Association.

Section 2.3. The Board further agrees to continue to honor present dues deduction authorizations executed by the employee in favor of the Association in accordance with provisions of Section 9.4l of the Revised Code

Section 2.4. The Association agrees 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 Association to the Board.

Section 2.5. Dues deduction authorization shall continue until revoked in writing by the employee as provided in the authorization card. The union treasurer shall, by September 30th of each year, provide the Board of Education Treasurer's office a list of all union members for that school year.

Section 2.6. Association dues shall be deducted in nine (9) equal installments commencing with the first pay period in November. No charge shall be made for this deduction.

Section 2.7. Any employee who is eligible to hold membership in the Ohio Association of Public School Employees, Chapter 288, effective July I, I983 and henceforth shall either (1) be a member of the Ohio Association of Public School Employees, Chapter 288 , 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 OAPSE, Chapter 288 member. All bargaining unit employees may either authorize payroll deduction for the payment of dues or fees or, remit payments directly to the Association. In relation to the payment of dues or fees, any employee who fails to comply shall be subject to a lawsuit for the collection of delinquent fees and may be discharged from employment. In all cases, it would be the Association's responsibility to initiate and finance said lawsuit.

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

Section 2.8. The Board agrees to deduct from the wages of any employee who is a member of the Union a P.EO.P.L.E. deduction as provided for in written authorization. Such authorization is voluntary and must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Board and the Union. The Board agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. A minimum of five (5) bargaining unit employees must provide authorization for such deduction before the Board will initiate the deduction from wages.

ARTICLE III
ELECTION PROCEDURES

Section 3.1. The recognition herein granted shall continue uninterrupted unless and until a new bargaining agent is certified or the Association is decertified pursuant to the provisions of Chapter 4II7 of the Ohio Revised Code.

All signatures on authorization cards shall be dated by the employee when they are signed. To the extent permitted by law, including the rules, regulations and rulings of the State Employment Relations Board, the only signatures on authorization cards which shall be considered valid are those which have been signed within ninety (90) days of the date of filing.

ARTICLE IV
COVERAGE

Section 4.1. Representatives of the Board and the Association 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 negotiating 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.

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 1st of the year in which the contract is to expire. The Association shall notify the Superintendent, or his/her designated representative. The Board shall notify the Chairperson of the Association, or his/her designated representative. The initial bargaining session shall be conducted no later than April 15, unless the parties mutually agree to extend such deadline.

ARTICLE VII
NEGOTIATING TEAMS

Section 7.1. Each party in its' sole discretion shall select a negotiating team of no more than five (5) members. Each team shall select a spokesperson who shall be in attendance at each negotiating session unless otherwise agreed to by the parties.

Section 7.2. All negotiations shall be conducted exclusively between said teams. In addition to said teams, each party shall be authorized to admit no more than one (1) observer to each meeting. Such observers shall be without the right to speak or to otherwise comment to either party.

ARTICLE VIII
NEGOTIATION MEETINGS

Section 8.1. 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 Association 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. No additional proposals may be submitted by either party following the second meeting.

Section 8.2. Each meeting will be held in executive session.

ARTICLE IX
CAUCUS

Section 9.1. 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 X
EXCHANGE OF INFORMATION

Section 10.1. Upon reasonable request, at no expense to the requesting party, the Superintendent, or his/her designee, shall furnish the Association, and the Association will furnish to the Superintendent, or his/her designee, all available information pertinent to the issues under negotiations, such as financial condition of the district. 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 rework, redraft, summarize, complete or otherwise develop data other than in its' existing form.

ARTICLE XI
CONSULTANTS

Section 11.1 In addition to said teams, each team may admit and utilize in its' sole discretion two (2) consultants to such meetings.

ARTICLE XII
PROGRESS REPORTS

Section 12.1. 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 12.2. The Association retains the right to issue general reports to its' membership on the progress of negotiations.

Section 12.3. The Board retains the right to issue general reports to individual Board Members and the administrative staff on the progress of negotiations.

ARTICLE XIII
AGREEMENT

Section 13.1. When consensus is reached on those matters being negotiated, the understanding of the parties shall be reduced to writing and submitted to the Association for ratification and then to the Board for its' approval. When approved, in accordance with the 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 printed and distributed to Association members at the Association's cost. All negotiations must be completed within ninety (90) days or by a date mutually agreed upon by the Board and the Association.

Section 13.2. All employees shall perform their duties in a normal and efficient manner during negotiations and for the duration of this Agreement.

ARTICLE XIV
MEDIATION

Section 14.1. If agreement is not reached within ninety (90) days after the first negotiating 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 14.2. Costs and expenses incurred in the utilization of consultants by either party shall be borne by said party. All other costs or expenses shall be shared equally by the Board and the Association.

ARTICLE XV
ENTIRE TERMS OF AGREEMENT CLAUSE

Section 15.1. Any agreement reached and accepted by the Association and the Board shall supersede and cancel any conflicting verbal or written rules, regulations or practices of the Board and constitutes the entire agreement between the parties. All future employees shall be employed expressly subject to terms of this Agreement. Neither party shall be obligated to negotiate further on any matter. Any amendment to this Agreement shall not be binding on-either party unless executed in writing by the parties.

ARTICLE XVI
CONFLICT WITH LAW

Section 16.1. If any provision of an agreement between the Board the Association shall be found contrary to law, then such provision or application shall not be deemed to be valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XVII
ARTICLES

Section 17.1. 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 XVIII
GRIEVANCE PROCEDURE

18.1 Definitions

18.11 "Association" shall mean the Ohio Association of Public Employees, Chapter 288.

18.12 "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 Principal of Instruction and Senior High Assistant Principals.

18.13 "Board of Education" and "Board" shall mean the Warren City Board of Education.

18.14 "Days" shall mean actual working school days except in the summer when days shall mean days the Board Office is open.

18.15 "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 Association and the Board.

18.16 "Grievant" shall mean a member(s) and his/her representative (which is the Association) or the Association initiating a claim as defined in Section 18.15. (Where more than one person is a grievant, each shall sign the grievance.)

18.17 "Immediate Supervisor" for the purposes of the grievance procedure, shall mean the lowest level administrator having the authority to resolve the grievance.

18.18 "Member" shall mean a member of the bargaining unit described in Article I, Section 1.1, of this Contract.

18.2 Rights of the Grievant and the Association

18.21 A grievant shall be accompanied at all times and at all formal steps of the grievance procedure by a representative of the Association.

18.22 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.

18.23 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.

18.3 Time Limits

18.31 The number of days indicated at each step in the procedure shall be the maximum unless otherwise mutually agreed to by the parties.

18.32 If the grievant does not file a grievance in writing within ten (10) days of the occurrence of the act or conditions on which the grievance is based, then the grievance shall be considered waived.

18.33 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.

18.34 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.

18.35 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.

18.36 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.

18.40 Grievance Procedure

18.41 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 Association representative within five (5) work days of the submission.

18.42 Formal Procedure

18.421 Step I

If the grievance is not resolved at the informal level, it may be pursued further by submitting a completed Grievance Report 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, Chairperson of the Association Grievance Committee, President of Local 288, and the Superintendent.

18.422 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 Superintendent, the Association Grievance Chairperson, Local 288 President, and the immediate supervisor.

18.423 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 Association Grievance Chairperson 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 18.35, or by certified mail with a return receipt requested with the date of 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 regular 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 18.35, or by certified mail, in which case the acknowledgement on the return receipt will indicate the date of delivery.

18.424 Step IV

If the Association is not satisfied with the disposition of the grievance by the Board of Education at Step III the grievant (through the Association) may request a hearing before an arbitrator by completing Grievance Form, Step IV. The Association'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 18.35, 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 of the grievant's request for arbitration, the Board or its designated representative and the grievant shall mutually petition the Federal Mediation Conciliation Service (FMCS) 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 FMCS. 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 FMCS. 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 Rules of the FMCS. 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 Association.

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 18.5 of this Article, the cost of arbitration at Step IV shall be shared equally by the Board and the Association.

18.5 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 Association determines, at any level of the grievance procedure, that a grievance should not be carried further, the grievance shall be ended.

18.6 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 XIX
RIGHTS

19.1 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:

19.11 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;

19.12 Direct, supervise, evaluate, or hire employees;

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

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

19.15 Suspend, discipline, demote, or discharge for just cause,or lay off, transfer, assign, schedule, promote, or retain employees;

19.16 Determine the adequacy of the work force;

19.17 Determine the overall mission of the Board as a unit of government;

19.18 Effectively manage the work force;

19.19 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 XX
EVALUATION PROCEDURE

Section 20.1 Bargaining unit employees shall be evaluated two (2) times annually.

Section 20.2 Evaluations shall be done by the Food Service Supervisor in conjuction with the Assistant Food Service Supervisor.

Section 20.3 A representative appointed by the President of 288 will have input on any modification of the evaluation form.

Section 20.4 The bargaining unit employee has the right to respond to an evaluation.

Section 20.5 Evaluation Committee. Annually by September 15th either the president of Chapter 288 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) Chapter 288 representatives appointed by the Chapter 288 president 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.

ARTICLE XXI
ABSENCE/TARDINESS

Section 21.1 Statement of Philosophy. The Board and the Association 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 21.2 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, as soon as possible, but at least one (1) hour prior to the start of his/her scheduled work day, except in an emergency no call shall be made between nine p.m. (9:00 p.m.) and five a.m. (5:00 a.m.)

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.

3. To report back to work, the employee shall notify their supervisor no later that nine p.m. (9:00 p.m.) on the last day of their absence.

Section 21.3 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 this absence to the Executive Director of Personnel at a meeting set by the Executive Director of Personnel.

Section 21.4 Disciplinary Action. Attendance related violations may be subject to the Discipline Procedure as outlined in Section 22.1 of the Agreement.

ARTICLE XXII
DISCIPLINE PROCEDURE

Section 22.1 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 regular 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 right to discharge an employee)

Management retains the right to skip steps if warranted by the severity of the infraction.

ARTICLE XXIII
WORKING HOURS

Section 23.1 The normal work week and work year, and holidays shall be indicated in Salary Table G. Bargaining unit employees shall be employed on a daily basis, during the-school year, within the time frame indicated below.

	Minimum	Maximum
High School Managers	6 Hours	8 Hours
K-8 Managers	6 Hours	8 Hours
High School Cooks	5 Hours	8 Hours
K-8 Cooks	6 Hours	8 Hours
Helper to the Cook	6 Hours	7 Hours
Helper to the Baker	4 Hours	6.5 Hours
Baker	4 Hours	7 Hours
General Helpers (as needed)	1.25 Hours	7 Hours
Van Driver	6 Hours	7 Hours
Records Keeper	6 Hours	7 Hours

(NOTE: NO BIDDIING FOR INCREASED TIME POSITIONS)

Section 23.2 Bargaining unit employees will be paid at the rate of time and one-half (1-1/2) for all time they are required to work:

1. Over eight (8) hours per day, or
2. Over forty (40) hours per calendar week, or
3. On Sundays or Board of Education approved holidays.

Holidays, Sick Leave, Personal Leave shall be computed into the forty (40) hour work week.

Section 23.3 The Board will agree to endeavor to provide training and experience in the various aspects of cafeteria work (baking, cooking, cashiering), but the Board will not guarantee that each employee will be trained in all functions.

Section 23.4 To report off work, the employee shall notify their supervisor/manager at least one (1) hour prior to the start of their shift, but no earlier than five a.m. (5:00 a.m.). To report back to work, the employee shall notify their supervisor by no later than nine p.m. (9:00 p.m.) on the last day of their absence.

Section 23.5 Any employee assigned to work in a higher classification, shall receive the pay for the actual days worked for that assignment. Bargaining unit employees shall be able to move to a higher pay assignment prior to any substitute.

Section 23.6 The baker shall not be required to rotate in the helper positions. The baker may be required to serve a line.

Section 23.7 The cook's helper must assume the cook's position during the temporary absence of the cook. Helpers would then be rotated into the cook's helper position.

Section 23.8 In the event that an employee is absent, the substitute called in to work shall work the least amount of hours not accepted by a bargaining unit member in that building.

Section 23.9 If a manager, with approval of supervision, requires that any employee work additional time beyond that employee's normal work day, said employee shall be compensated.

Section 23.10 Temporary vacancies which exceed or are expected to exceed five (5) working days shall be filled in seniority order from a list of food service employees who have signed for such extra work. This shall be the baragaining unit member's responsibility to be signed up for long-term temporary vacancies. This language shall not supersede the language of Section 23.11. If an employee is to be absent more than ten (10) working days, the job shall be posted on the sixth (6th) working day, and will be filled on the eleventh (11) working day. This will give the employees in the kitchen of the absence an opportunity to work the first ten working days. If an employee is absent more than ten (10) working days and the Board is initially unaware of the length of the absence, the job shall be filled on the eleventh (11) working day after having been posted on the sixth (6) working day.

Section 23.11 When the cafeteria is rented to an outside group, a cafeteria employee shall be on duty. The assignment shall be based upon building seniority.

Section 23.12 Supervisors shall not do bargaining unit work unless there is an emergency where no substitute is available to come in for an absent employee.

Section 23.13 When a building manager determines that additional time is required such extra time shall be rotated, not equalized, among the regular food service employees in that building based upon building seniority. The helper who normally assists the cook shall automatically assume the duties of the cook when the cook is absent. and the helper who normally assists the baker shall automatically assume the duties of the baker.

Section 23.14 The parties shall implement the phrase "additional time: in Section 23.13 as it relates to the absence of an employee as follows:

Food Service employees in a particular building shall be placed on a rotation list by seniority. When an employee is absent, the absent position shall be offered to employees on this list in rotation. All other employees shall move up, and the substitute shall be called in for the least number of hours in the building.

Section 23.15 Buildings with one Food Service employee shall be handled as per present practice. Baker's absences shall be handled as per present practice.

Section 23.16 For the term of this Agreement, the administration and Chapter 288 agree that there will be no reduction in hours for positions covered by this Agreement. This shall not be construed to restrict the Board's right to eliminate positions.

Section 23.17 Every position shall have a Position Description posting located at the employees' sign-in area.

Section 23.18. There shall be a "uniform allowance committee" comprised of two members appointed by the Union President and two members appointed by the Superintendent or designee to meet between September 1, 2010and October 30, 2010. The committee shall establish rules concerning appropriate work attire. There will be a $150/year clothing allowance paid in the first paycheck in January during each year of this Agreement. It is understood the payment is subject to appropriate taxes and withholdings.

ARTICLE XXIV
LUNCH PERIOD/REST BREAK

Section 24.1 Each employee working in excess of three (3) hours in a given day is entitled to a lunch break compatible with the employee's work schedule. Whenever possible, the lunch break will be scheduled as near as practical to the midpoint of the employee's work day.

Section 24.2 Each employee working in excess of three (3) hours per day is entitled to rest break, not exceeding ten (10) minutes in length, and compatible with the employee's work schedule. This rest break will normally be taken during the first three (3) hours of the employee's work day. Those employees working in excess of seven (7) hours in a given day shall be entitled to an additional ten (10) minute rest break.

ARTICLE XXV
VACANCIES

Section 25.1 Should a vacancy occur within the Food Service Department, a notice of said vacancy shall be posted at all buildings for a period of five (5) working days, during which time all Food Service employees shall have the right to bid on the vacant position. Postings shall be located at the employees' sign in area in each building. Vacancy notices shall contain the Board approved job description, salary range, shift time and work location. The posted shift time shall apply as long as there is no operational change which requires a change in operational hours in a kitchen. The posted work location shall apply as long as the posted position is worked in that location. The determining factors for selection of an employee to fill a vacant position should be:

a. Evaluations.
b. Attendance record for the last two years (consideration shall be given to the circumstances and duration of absences).
c. Seniority within the Warren City Schools.

Should "a" and "b" be approximately equal, then "C" shall prevail. Managers-in-training and managers shall be selected based upon qualifications. If two candidates are approximately equal, seniority shall prevail. All posted vacancies shall be filled within ten (10) working days after the expiration of the posting period.

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Section 25.2 When an employee is assigned to a new position involving substantially different specific duties, the employee will be on a twenty (20) work day probationary period. In the event any position and/or vacancy is posted that carries any specific educational requirements for appointment, the Board agrees to allow satisfactory service in the same classification series as solely determined by the Board to serve in lieu of such educational-requirements.

Section 25.3 If, after 20 (twenty) working days during this probationary period, the employee's work as been deemed unsatisfactory, or the employee is personally dissatisfied–with the new position, the employee will be returned to his/her former position.

Section 25.4 All vacancies for managers shall be filled from the manager-in-training program as established by the Warren City Schools' Food Service Department.

Section 25.5 The Superintendent or designee shall have the right to determine the final placement of any and all Food Service employees and/or promotional placements in administrative and supervisory positions.

ARTICLE XXVI
PROBATIONARY PERIOD/SENIORITY

Section 26.1. Prior to regular employment with the Warren City Schools each individual shall successfully complete an initial sixty (60) day probationary period on an open position. After successful completion of the probationary period, the employee's seniority date will be the first day of work as a regular employee.

Section 26.2. A day is defined as actual days worked for the number of hours per day required by the position.

Section 26.3. An open position would include only those jobs where no employee has applied for the position in accordance with Article XXV of this Agreement, nor holds any form of recall rights to that position. Positions of employees on disability retirement shall be posted, pending the return of the employees. If the disabled employee returns, the employee filling the position will have bumping rights, ultimately resulting in an employee being subject to placement on recall status.

Section 26.4. TB tests are required for all Food Service personnel upon initial employment and thereafter as required.

Section 26.5. Following successful completion of the probationary period an employee shall become a member of the Ohio Association of Public School Employees, Chapter 288, pursuant to ARTICLE 1.1 of the Agreement.

Section 26.6 For the purpose of layoff, seniority shall be defined as the length of uninterrupted service in the system. Board approved leaves of absence shall not constitute an-interruption of continuous service.

Section 26.7 Seniority shall carry with each employee as she/he moves within the ranks of the Food Service Department.

Section 26.8 In the event of identical seniority in the bargaining unit, seniority will be determined by:

a. Board date of hire
b. Date of application for employment
c. The flip of a coin

Section 26.9 Seniority shall be broken only when an employee:

a. Resigns.
b. Is discharged.
c. Is laid off for a period of more than two (2) years (computed from the last day of work).
d. Transfers or is promoted to a job outside the bargaining unit within the school system.

ARTICLE XXVII
LAYOFF - RECALL PROCEDURES

Section 27.1 If it becomes necessary to reduce the number of employees in a job classification within the Food Service Department due to abolishment of positions, lack of funds or lack of work, the following procedures shall govern such layoffs:

a. The number of employees affected by reductions will be kept to a minimum by not employing replacements, insofar as it is practical, for employees who resign or otherwise vacate a position. Subcontracting cafeteria positions shall not be used to reduce the work force and reducing employee hours shall not be used to avoid layoffs. If the number of sick leave days taken by members of the bargaining unit during any school year (July 1 through June 30) covered by this contract exceeds 400 days, excluding doctor required and authorized in writing absences, the district shall have the right to decide to reopen the contract to discuss the securing of food service from a source or sources other than the bargaining unit or its members.

b. For the term of this Agreement, the parties agree that any reduction in force shall be accomplished by first reducing those positions which require the least number of hours work.

c. The following job classifications shall be used for defining issues relative to layoff and recall privileges in the Food Service Department.

    1. Managers
    2. Cooks
    3. Bakers
    4. Record Keeper
    5. Van Driver
    6. Helper

d. Any employee affected by a reduction, either directly or indirectly, shall be granted bumping rights. Bumping shall be exercised on the basis of bargaining unit seniority as defined in ARTICLE XXVI and job classification as follows:

    1. An employee shall bump the least senior employee in their present job classification as long as they hold greater total seniority.

2. An employee shall have the displacement right of the same number of hours or closest to the same number of hours, in their present job classification as long as the displacing employee holds greater total seniority.

3. If the displacing employee does not have greater seniority in their present job classification, then that employee shall bump into the job classification from which they were appointed based upon job classifications in (c) above.

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4. Bumping into a lower job classification shall be exercised on the basis of bargaining unit seniority as defined in ARTICLE XXVI and d (2).

5. Twenty (20) working days prior to the effective date of layoff, the Board shall prepare a list containing names, seniority dates and indicating which employees are to be laid off. Each employee to be laid off shall be given advance written notice of the layoff. Each notice shall state the following:

   a. Reason for layoff or reduction
   b. The effective date of layoff
   c. Statement advising the employee of their rights of reinstatement from the layoff.

6. For the classification in which the layoff occurs, the Board shall prepare a reinstatement list, and name all employees in the reverse order of layoff.
7. Vacancies which occur in a classification(s) due to layoff shall be offered to the employee standing highest on the appropriate reinstatement list. When reinstated during the appropriate time frame as defined in Section 26.9 (c) of ARTICLE XXVI, SENIORITY, employees shall retain all previous accumulated bargaining unit seniority.

8. Notice of recall shall be given by telephone, telegram, or registered mail to the last telephone number or last address given by the employee to the Personnel Office. It shall be the responsibility of the employee to keep the Board advised, in writing, of a telephone number and mailing address at which she/he can be reached.

Employees so notified of recall rights shall, within five (5) working days of receipt of notice, respond to this notification. Employees who decline reinstatement shall be removed from the reinstatement list.

Section 27.2 A recalled employee whose effective date of reinstatement is the 1st through 5th day of the month shall have their insurance benefits made effective the 1st of that month. If the effective date is the 6th day through the end of the month, their insurance benefits shall be effective the 1st day of the next month.

Section 27.3 In the event of reorganization all job time and locations shall be offered to all staff on a seniority basis. This shall be offered to the most senior person with successive employees selecting positions by seniority. Union members may be present to observe the selection process.

ARTICLE XXVIII
SEVERANCE PAY

Section 28.1 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-fourth (1/4) of the value of his/her accrued and unused sick leave to a maximum of thirty (30) days (1/4 x 120 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 sick leave in excess of thirty (30) days (1/4 of 120 days) multiplied times his/her per diem rate at the time of retirement. Subsequent to notification by the Treasurer to the employee that the employee is eligible for severance pay, the employee shall make application for same. Payment shall then 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 (6) months after written evidence of retirement eligibility is received; or, the payment may be delayed, at the option of the employee, until the classified first pay in the next taxable year.

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 XXIX
PARENTAL LEAVE

Section 29.1 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 29.2 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 submitted no 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 physician indicating the anticipated birth date of the baby;

(b) The approximate date employee seeks to begin parental leave and the anticipated length of the leave.

Section 29.3. Emergency and Unusual Situations. In an emergency or unusual situation, prior written notification shall be waived by the Superintendent.

Section 29.4. Term of Parental Leave. All parental leaves shall cover the period not covered by sick leave in Section 30.4. The total amount of leave granted, upon the release of the doctor, shall be up to one (1) school 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 29.5 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 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 thirty (30) 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 position held prior to the parental leave of absence, unless the position has been affected under Article XXVII during the leave, in which case the employee's status will be governed by the reduction in force procedure.

Section 29.6 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 a 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 than employee is medically able to come back to work, parental leave shall become effective and sick leave pay ends.

Section 29.7 Extension of Parental Leave. When an employee has been granted a parental leave of one (1) school year and is no longer disabled, such leave may be extended for up to one (1) additional school year due to special circumstances and upon the approval of the Superintendent. When an employee has been granted a parental leave of (1) school year and the employee is still disabled, such leave shall be extended for a period up to one (1) school 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 school years.

Section 29.8. 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 leaves, upon payment of the premium by the employee to the Treasurer not later than the 25th day of each month preceding the month for which premium is due.

ARTICLE XXX
MEDICAL LEAVE

Section 30.1. 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 of the employee or illness in the employee's immediate family or other disability is the reason for the request. Such request must be accompanied by a statement from the attending doctor. Said statement shall indicate the nature of the illness or disability and recommend that the employee be relieved of her/his duties.

Section 30.2 An employee taking a medical leave shall be replaced by a substitute in order to keep the number of employees in that building the same. The replacement substitute shall work the fewest number of hours available in that building. The remaining employees shall have the opportunity to move into jobs, in that building, which offer the greatest number of hours.

Section 30.3. The initial request for leave may be granted for a period of time up to one (1) school year.

Upon subsequent request for renewal of said leave, the request for an extension, to a maximum of two (2) consecutive school years, may be approved by the Board of Education.

Section 30.4 Between thirty (30) days 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.

Section 30.5 Should an employee desire to terminate their leave prior to its expiration, a written request for said termination must be submitted to the Superintendent. Compliance with such request shall be at the discretion of the Superintendent and in accordance with the needs and interest of the school district. 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 recomment 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.

Section 30.6 Upon the return to active service at the expiration of a leave of absence, the employee shall resume the contract status which she/he held prior to such leave unless the position has been affected under Article XXVII during the leave, in which case the employee's status will be governed by the reduction in force procedure or the employee chooses to return to a lower job category

Section 30.7 Whenever an employee has been absent from active service a sufficient number of days to exhaust her/his accumulated sick days, and continues in absence without applying for a leave of absence under this Article, the Superintendent shall investigate the facts of the case and shall have authority to recommend to the Board that an unrequested leave of absence be granted.

Section 30.8 Subject to the approval of the insurance carrier, all insurance coverage provided by the Board and desired by the employee shall be continued for those employees who are on such leave upon payment of the premium by the employee to the Treasurer no later than the 25th day of each month preceding the month for which premium is due. The amount of the premium paid to the Board shall be the same as the monthly premium paid by the Board to the insurance carrier.

ARTICLE XXXI
SICK LEAVE

Section 31.1 Annual Allowance. Bargaining unit employees shall be entitled to fifteen (15) days sick leave, with pay, for each year under contract which shall be credited at the rate of one and one-fourth (1 1/4) days per month. .

Section 31.2 Manner of Calculation. One hundred and fifty (150) days of sick leave benefits may be transferred from another public school district or public employing agency of Ohio to the Warren City School District.

Section 31.3 Accumulated Sick Leave. The maximum number of sick leave days accumulated shall be unlimited.

Section 31.4 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 employees immediate family. For purposes of death, immediate family shall be defined as an individual's spouse, child, parent, brother, sister, grandparent, grandchild, in-law, and persons residing in the same household. For the purpose of illness, immediate family shall be defined as an individual's spouse, child, parent, brother, sister, in-law, aunt, uncle, cousin, spouse's relatives, grandparent, grandchildren (for extended illness only) and persons residing in the same household.

Section 31.5 Sick Leave Return Requirements. Bargaining unit employees who have been absent for three (3) or more 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. Should the employee's attendance pattern indicate abuse of sick leave, the Superintendent or designee may require from the employee a physician's statement to justify the use of sick leave.

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

Section 31.~~7~~ 6 Attendance Incentive. Employees who do not use any sick leave during a period of employment as defined below, shall be paid for a total of one (1) additional day per period of employment based upon the average hours worked per day for the period of employment worked. Employees who only use one (1) day of sick leave during a period of employment, as defined below, shall be paid for a total of one-half (1/2) additional day per period of employment based upon the average hours worked per day for the period of employment worked. Any employee working in a higher paying position for a minimum of 20 days during the quarter, shall be paid the higher rate of pay.

Period of employment are defined as:

Beginning of school year through November 30
December 1 through February 28 (29)
March 1 through the end of the school year.

Any such additional paid days shall be added to the employee's first pay following the end of the period of employment.

Employees working on the register who do not receive any tickets during the period of employment as defined in the attendance incentive in 31.6 above will receive twenty-five dollars ($25.00) and with one (1) ticket ten dollars ($10.00) incentive.

ARTICLE XXXII
PERSONAL LEAVE

Section 32.1 Employees shall be entitled to three (3) personal days each school year, non-cumulative, with pay to be taken at any time for any reason except on the day before or the day after a holiday, vacation period, NEOEA Day, or the beginning or ending of a school year. If the Thanksgiving break or President's day break 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. Request for approval for such leave with pay, shall be made in writing to the Supeintendent and/or designee for approval at least two (2) days prior to the intended absence except in extreme emergency.

Section 32.2 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 32.3 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 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 32.4 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 32.5 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 XXXIII
ASSAULT LEAVE

Section 33.1 The Board shall grant a paid assault leave not to exceed thirty (30) 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 any time 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 employees physician, Ohio Bureau of Workers Compensation laws will apply.

Section 33.2 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 XXXIV
LEAVE OF ABSENCE UNDER FAMILY MEDICAL LEAVE ACT

Section 34.1 Entitlement. An employee is entitled to a total of twelve work weeks 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 Warren City Schools, the aggregate number of work weeks to which both may be entitled may be limited to twelve during any twelve-month period in which the leave is taken (1) 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.

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.

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

Section 34.3 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 the benefits do not accrue during the period of leave. The employer can require an employee to report periodically on his/her status and intention to return to work.

Section 34.4 Construction. Any ambiguities in this article shall be construed to provide the basic 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 34.5 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 34.~~5~~ **6** Nothing in this article shall serve to diminish rights granted to employees by virtue of other articles of this agreement.

ARTICLE XXXV
PAID HOLIDAYS

Section 35.1 Employees shall be granted nine (9) paid holidays for which they shall be paid their regular salary or their regular rate of pay, 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:

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

ARTICLE XXXVI
SUBSTITUTION: REGULAR EMPLOYEES

Section 36.1 All regular personnel who substitute in a high paid classification shall be paid at step one (1) of the pay scale of the higher paid position to begin the first day and for all time thereafter.

Section 36.2 In cases of regular employees substituting in a higher classified position and becoming eligible for the same or lower rate, the next higher rate will be granted.

ARTICLE XXXVII
EXTRA WORK ACTIVITIES

Section 37.1 Compensation shall be paid to employees for extra service when it is necessary for such employees to work longer than their regular work day schedule, and has been approved in advance by the Supervisor of Food Service. The rate for such work shall be the regular hourly rate unless specifically provided otherwise in this Agreement.

Section 37.2 Employees working at approved Parent Teacher Organization meetings shall be reimbursed at their regular hourly rate(s) with a two (2) hour minimum.

Section 37.3 Employees working a banquet or supervised rental shall be paid at their regular hourly rate(s).

ARTICLE XXXVIII
JURY DUTY

Section 38.1 A bargaining unit employee shall be granted a leave with pay for the period of jury duty service.

Section 38.2 Each employee shall notify his/her supervisor upon receipt of summons served.

Section 38.3 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 38.4 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 38.5 If employee fails to follow this procedure the Treasurer will payroll deduct the amount equivalent to their daily rate for day(s) absent.

ARTICLE XXXIX
MEETING DELEGATES/OAPSE DAY

Section 39.1 Official delegates, not to exceed three (3) in number, shall be permitted to attend the Annual OAPSE Delegate Conference for a period not to exceed three (3) days without loss of pay. Certification of attendance may be required.

Section 39.2 Employees shall either attend the fall meeting of the Northeastern District of the Ohio Association of Public School Employees or report to work as scheduled on such day. Employees who do not attend the meeting, who do not report to work as scheduled, or who are not scheduled to work shall not be paid for such day.

ARTICLE XL
INSURANCE BENEFITS

As used in this Article, "full time employee" means an employee who is regularly scheduled to work thirty (30) or more hours per week. "Part-time employee" means an employee regularly scheduled to work fewer than thirty (30) hours per week.

An eligible employee whose effective date of employment or reemployment is the 1st through the 5th **10th** day of the month shall have their insurance benefits made effective the 1st of that month. If the effective date is the 11th day through the end of the month, the employee's insurance benefits shall be effective the 1st day of the next month.

Section 40.1 Medical Insurance. Medical Insurance shall be provided at Board expense, except as provided in Section 40.1 a. and b. below, for health insurance, prescription drug coverage, dental benefits and vision benefits for full time employees in 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 below in Section 40.1 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 40.2 Life Insurance. Group life term and accidental death and dismemberment benefits shall be provided at Board expense for all full-time employees in the bargaining unit. The Board shall provide thirty thousand dollars ($30,000.00) of term life insurance and dismemberment benefits. Said coverage is to be in effect until June 30, 2013.

Section 40.3 Part-Time Employees. The insurance benefits described in this Article shall also be continued at Board expense, except as provided in Section 40.1 of this Agreement, for all short-hour employees in the unit regularly scheduled-to work twenty (20) hours or more per week who were employed before July I, I977. For part-time employees hired on or after July I, I977, the Board, subject to the cost sharing provided in Section 40.1 of this Agreement, shall provide payment for said insurance benefits in accordance with the following schedule:

regularly scheduled to work at least 25 hours but fewer than 30 hours per week	83%
regularly scheduled to work at least 20 hours but fewer than 25 hours per week	56%

Section 40.4 TB Test. Positive reactors to the TB Skin Test, required of employees of the bargaining unit, 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 appointed by the Board.

Section 40.5 A committee consisting of representatives from the various unions representing district employees shall be established by the Superintendent. The Ohio Association of Public School Employees, Chapter 288, 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 health care 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 40.6 Spousal Coverage. When an employee's spouse is eligible for and enrolled in a health insurance plan with his/her employer or with an Ohio 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 only 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 40.7 Voluntary Non-participation in Health Insurance Coverage. 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.

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 40.1 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 40.1 of the Agreement.

Any bargaining unit member who elects to withdraw from the insurance program as provided above shall be paid $125 per full month ($1,500.00 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.

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 40.1 of the Agreement.

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

Section 40.8 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 dollard ($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 maxium contribution for Dependent Daycare/Elder Care Account is five thousand dollars ($5,000.00).

The Board and Chapter 288 agree that for the 2010-2011 school year, Sections 40.1, 40.2, and newly renumbered 40.4, 40.5, 40.6, and 40.7 of the Agreement between the WCBOE and Chapter 288 (July 2, 1009 – June 30, 2010) shall remain unchanged. Furthermore, the Chapter 288 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. Chapter 288 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, Chapter 288 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 XLI
WAGES

Section 41.1 In order to qualify for a higher step on the schedule, an employee must work a minimum of 2/3 of the working days scheduled in the classification under which the person is employed.

Section 41.2 Increment adjustments shall be made on an annual basis; adjustments shall be made beginning with the first full payroll period following July 1st of each year.

Section 41.3 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. Employees in the bargaining unit shall not advance an additional step beyond his/her placement on the salary schedule during the 2010-11 school year. However, bargaining unit members shall receive additional compensation for the 2011-12 school year as described in Section 41.10 of the Agreement.

Section 41.4 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. Employees in the bargaining unit shall not advance an additional step beyond his/her placement on the salary schedule during the 2011-12 school year.

Section 41.5 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. Employees in the bargaining unit shall not advance an additional step beyond his/her placement on the salary schedule during the 2012-13 school year.

Section 41.6 The Board agrees to a longevity payment as included in the salary schedule.

Determination of when an employee has initially completed the years of service required to qualify for longevity, (30 years, 25 years, 20 years, l5 years, 10 years) will be based upon employment of a minimum of one hundred twenty (120) days in his/her initial year of employment.

Section 41.7 A bargaining unit member assigned as the fryer shall receive a fifty cent ($.50) per hour premium in salary for the days s/he is assigned as the fryer and is actually frying. Bargaining unit members in the building will be given the first opportunity to substitute for an absent bargaining unit member who has been assigned as the fryer. All fryers must be cleaned by bargaining unit members.

Section 41.8 A program of direct deposit of payroll checks to Board of Education authorized banks is mandatory for all bargain unit members hired on or after July 1, 2010. 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 41.9 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 41.10 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 XLII
VENDING MACHINES

Section 42.1 Vending machines at all District buildings will be operated and controlled by the Food Service Department. All costs incurred will be borne by the Food Service Department and all revenues earned will be deposited in the Food Service Department Fund. Vending machines utilized by the Food Service Department will be operated by Food Sevice Department employee(s). In addition, if refrigerated food vending machine(s) are utilized, a Food Service Kitchen staffed by Food Service employee(s) will be employed.

Section 42.2 During normal school hours, no food, snacks, etc. shall be sold at all schools, except as provided by the Chapter 288 bargaining unit of the Food Service Department of the Warren City School District.

ARTICLE XLIII
WORKPLACE INJURIES/WORKER'S COMPENSATION/RETURN TO WORK

Section 43.1 When an employee sustains an injury believed to be work related, he/she must report the injury immediately to his/her immediate supervisor. The injured employee must complete an Employee Accident Report and return it to his/her immediate supervisor by the next work day.

Section 43.2 An injured employee who is off work must be on a leave, and may apply for any leave he/she qualifies for under Article 29-34.

Section 43.3 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 physician 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 XXV 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 XXVI.

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

ARTICLE XLIV
DRUG AND ALCOHOL PROGRAM

Section 44.1 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 44.2 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 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 44.3 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 44.3 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 employees 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 44.4 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 prohibitions in 44.3.

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 44.5 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 illegal 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 of the negotiated, collectively-bargined 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.

2. The employee will be paid his/her applicable rate of pay when complying with this section.

ARTICLE XLV
EXTRA EDUCATION COURSES

Section 45.1 Employees shall receive a fifty dollar ($50.00) stipend for the completion of any course taken outside of normal work hours and approved by the Supervisor of Food Service. Employees must submit a certificate of completion to be eligible for the stipend.

ARTICLE XLVI
LABOR/MANAGEMENT COMMITTEE

Section 46.1 A joint Labor-Management Committee shall be established to attempt to resolve non-contractual issues as they arise. The purpose shall be to discuss, not negotiate these issues.

Section 46.2 Two (2) members shall be appointed by the Supervisor of Food Service and two (2) members shall be appointed by chapter 288 to serve on the Labor Management Committee.

Section 46.3 Each September, an organizational meeting will be held to develop the format for the Labor/Management Committee meetings for the year. Thereafter, items for discussion shall be furnished to the appointed secretary in advance and sent to the committee persons prior to the meeting. When necessary other personnel may be called in to answer concerns.

Section 46.4 The committee will meet after school at a mutually agreed upon time and place, on an as needed basis.

ARTICLE XLVII
DURATION OF THE AGREEMENT

Section 46.1 This Agreement shall become effective at 12:01 a.m., June 30, 2011, and continue in full force and effect until 12:00 p.m. on June 29, 2014.

OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES
CHAPTER 288

Darlene Zickefoose
President

Kimberly Calvert
Vice President

Bill Padisak
OAPSE Representative

WARREN CITY SCHOOL DISTRICT
BOARD OF EDUCATION

Kevin Stringer
President

Angela J. Lewis
Treasurer

Lovee Richardson
Interim Superintendent