



AGREEMENT

between the

AKRON BOARD OF EDUCATION

and the

**SERVICE EMPLOYEES INTERNATIONAL
UNION LOCAL 1 FIREMEN AND OILERS
DIVISION 100
MAINTENANCE, BUILDINGS, GROUNDS,
WAREHOUSE AND TRANSPORTATION
EMPLOYEES**

Effective:

July 1, 2010 through June 30, 2012

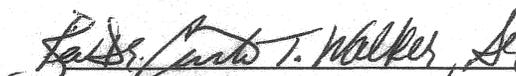
Foreword

On July 1, 1970, the Akron Board of Education and the International Brotherhood of Firemen and Oilers, Local No. 100, ratified the first written Agreement between the Akron Board of Education and all the classified employees of the Maintenance, Buildings, Grounds, Warehouse and Transportation Departments. Successor Agreements have been negotiated since that time, with the most recent one covering the three (3) year period of July 1, 2005 through June 30, 2008.

The current Agreement was completed and ratified on December 4, 2010. This Agreement not only provides communication channels for staff opinion to be voiced in the Maintenance, Buildings, Grounds, Warehouse and Transportation facets of the education program, but also it serves as a means of informing employees of longstanding policies and practices so that misunderstandings do not occur.

This Agreement between the Akron Board of Education and Service Employees International Union Local No. 1 Firemen and Oilers Division 100 reflects efforts by both parties toward achieving harmonious employee-employer relations. The negotiators share with you the satisfaction of having been able to resolve differences and develop guidelines for the improvement of educational programs through services for all students in the Akron Public Schools.

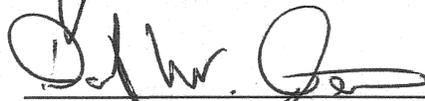
FOR THE BOARD



Rev. Dr. Curtis T. Walker, Sr.
Board President



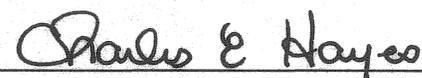
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**AGREEMENT BETWEEN THE
AKRON BOARD OF EDUCATION**

AND

**NATIONAL CONFERENCE OF FIREMEN AND OILERS
LOCAL NO. 100**

ARTICLE I – PREAMBLE

- 1.01** THIS AGREEMENT between the Akron Board of Education, hereinafter referred to as the “Board,” and the National Conference of Firemen and Oilers, Local No. 100 and their officers, agents and members, hereinafter referred to as the “Union,” shall be effective July 1, 2010 through June 30, 2012. References to the Executive Director pertain to the Executive Director, Human Resources.
- 1.02** Conditions not covered by this Agreement may be resolved by the parties through a Memorandum of Understanding. Such Memoranda shall be effective through the contract period.

ARTICLE II – RECOGNITION

2.01 RECOGNITION

The Board recognizes the Union as exclusive bargaining representative for all full-time Maintenance, Buildings (Custodial), Grounds, Warehouse and Transportation employees of the Akron Public Schools, excluding supervisors and foremen, in all matters pertaining to salaries, working conditions and fringe benefits. This Agreement shall not deny any employee his/her individual right to be heard through established administrative channels. Full-time shall mean employees in the following job codes:

250	275	291	325
252	284	292	332
256	285	294	334
259	286	295	338
260	287	296	344
262	288	306	346
272	290	307	347
			352

2.02 MANAGEMENT RIGHTS

- A.** The Union expressly agrees that the Employer retains each and every power, right and authority to manage its operations and work force except as expressly limited or relinquished by the terms of this Agreement. The Employer reserves and retains all of the normal inherent and common law rights of an Employer, even though not enumerated herein, including especially, but not limited to, those rights set forth in O.R.C. Section 4117.08 (C) (1) through (9).
- B.** The Employer and the Union acknowledge and agree that the Executive Director and/or his/her designee have full authority, as representatives of the Board, to impose discipline upon employees including, but not limited to, suspension (with or without pay) and termination.

Such discipline shall be in accordance with Ohio and Civil Service law.

If a timely appeal is not filed, the suspension shall be served after the tenth (10th) day. If an employee is to be suspended without pay and indicates at the disciplinary conference the intent to file a Civil Service appeal, the suspension shall not be served until ten (10) days have elapsed or the appeal is heard. If an employee requests a postponement of a Civil Service hearing, the suspension will begin immediately once this postponement is filed with Civil Service.

ARTICLE III – SAVINGS AND NONDISCRIMINATION

3.01 CONFLICTS WITH LAW

In the event any federal law conflicts with any provision of this Agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect.

In the event any state law conflicts with any provision of this Agreement, the provision or provisions so affected, unless otherwise negotiated, shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect.

3.02 NONDISCRIMINATION

There shall be no discrimination or intimidation by the Employer or the Union against any employee as a result of, or because of, such employee's race, color, religion, sex, age, handicap, national origin, or membership in, or non-membership in, the Union.

No employee shall be demoted, suspended or otherwise adversely threatened because of his/her exercise of the right to freedom of speech or any other constitutionally guaranteed right.

Nothing in this section is intended to provide a means for any employee to be disrespectful, discourteous, insubordinate, and/or abusive to any other employee of the Board.

ARTICLE IV – PERSONNEL POLICIES

4.01 SCHOOL CALENDAR

- A.** The Board shall adopt its school calendar two (2) years in advance. The calendar shall designate: (1) work days with students; (2) work days without students; (3) paid holidays; (4) non-paid holidays; and (5) Parent-Teacher conference days.
- B.** The school calendar committee represents all bargaining units recognized by the Board. The school calendar committee shall be composed of one (1) representative for each five hundred (500) employees or fraction thereof represented by AEA; National Conference of Firemen and Oilers, Local No. 100 (Maintenance, Buildings, Grounds, Warehouse, and Transportation Employees); Akron Association of Classified Personnel, OEA; OAPSE Local No. 689; National Conference Brotherhood of Firemen and Oilers, Local No. 100 (Child Nutrition Employees), and OAPSE Foremen, No. 778.
- C.** Two (2) choices for the distribution of school calendar days to be negotiated annually by the school calendar committee and the administration shall be placed on a referendum ballot.
- D.** The school calendar adopted by the Board shall be determined by a referendum of all full-time personnel who shall vote on the two (2) choices negotiated by the school calendar committee (the composition of which has been defined heretofore) and the administration. The complete results of this balloting shall be posted in each building.

4.02 ANNUAL TIME SCHEDULE

- A.** The “Time Schedule” covering the school year, the number of days within the school year, and the calendar for the school year are established annually by the Board for each classification of employee. The employee’s work year is determined by the time schedule which appears on his/her annual salary notice.

The following annual Time Schedules have been established for employees:

Fifty-two (52) weeks, including twelve (12) paid holidays and vacation time (Time Schedule 522).

Thirty-eight (38) weeks, including eight (8) paid holidays for those in Job Codes 252, 285, 287. Additional time may be required by the Administration for bus drivers who drive routes to non-public and/or charter schools. Those employees who work beyond thirty-eight (38) weeks shall be paid for those holidays falling within the extended work schedule (Time Schedule 380).

- B.** Each employee will be paid for those holidays which are approved by the Board as paid holidays, and which fall within his/her time schedule.

Time Schedule 522 Holidays: New Year's Day*, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, Independence Day*, Labor Day, Thanksgiving Day, and Thanksgiving Friday, Christmas Day*, and two (2) days to be assigned by mutual agreement of the Union and the Employer.

Time Schedule 380 Holidays: Labor Day, Thanksgiving Day, Christmas Day*, New Year's Day*, Martin Luther King Day, Presidents' Day, Good Friday and Memorial Day.

*Day closest to holiday if holiday falls on Saturday or Sunday.

Notwithstanding any section or portion of this contract, or any circumstance that might arise, not more than twelve (12) paid holidays will be provided to employees on Time Schedule 522 and not more than eight (8) paid holidays will be provided to employees on Time Schedule 380. A Custodial Worker, Job Code 285, Time Schedule 380, may be provided more than eight (8) paid holidays if the individual is assigned to a long term replacement assignment.

4.03 VACATION

- A. ELIGIBILITY:** Full-time employees on a fifty-two (52) week schedule.

- B. EARNING VACATION**

1. During the first year of employment, the employee shall earn vacation from the date of employment to December 31, at the rate of one (1) day per month for each completed month of service, to a maximum of ten (10) work days.

Vacation is taken in the period of January 1 to December 31, subsequent to the calendar year in which it was earned.

2. Vacation is earned from January 1 to December 31 each year. Each employee shall have January 1 as his/her anniversary date for computation of vacation entitlement until his/her final year of service.
3. Employees hired prior to January 1, 1978, shall have an anniversary date, for vacation entitlement purposes, of January 1 of the year of hire.
4. Employees hired on or after January 1, 1978, shall have an anniversary date, for vacation entitlement purposes, as follows:
 - (a) An employee having a hire date of January 1 through June 30 shall have an anniversary date for vacation entitlement purposes of January 1 of the year of hire.
 - (b) An employee having a hire date of July 1 through December 31 shall have an anniversary date for vacation entitlement purposes of January 1 following the year of hire.
5. A Time Schedule 380 employee in the Buildings Services department, who is promoted to Time Schedule 522, shall be credited with one (1) day vacation for each month during which he/she worked a majority of the scheduled work days in Time Schedule 380, to a maximum of ten (10) vacation days.

C. VACATION SCHEDULE

Less than one year	one day per month (to 10 days)
After one year but less than five years	two weeks (10 days)
After five but less than fourteen years	three weeks (15 days)
After fourteen years	four weeks (20 days)
After fifteen years	21 days
After sixteen years	22 days
After seventeen years	23 days
After eighteen years	24 days
After nineteen years	five weeks (25 days)

D. GENERAL VACATION POLICIES

1. Employees entitled to three (3) or more weeks vacation may take no more than three (3) weeks at one time. Vacations may be taken one (1) day at a time. Members may take one-half (1/2) day vacations for a total of six (6) days. These days may not be taken in succession.

2. All requests for vacation will be submitted directly to and subject to the approval of the department supervisor. For Buildings Services employees, the department supervisor is the Coordinator of Buildings and Grounds Services. Buildings Services employees shall take a minimum of one-third (1/3) of their vacation allotments during the summer months or any period when students are not in session. No more than one-third (1/3) of the total Grounds Services employees will be approved for vacation for any given day. No more than one-half (50%) of the mechanics may be approved for vacation at the same time. The supervisor shall give primary consideration to department welfare in granting approval. All vacations shall be determined by seniority in classification with the most senior employee in the highest classification at the work site having first choice. In all instances, total seniority will be the tie breaker.
3. Vacation days may be carried forward into the next calendar year with written authorization by the Executive Director.
4. Normally, vacations will not be taken one (1) week prior to, or one (1) week after, the closing of school in June, or one (1) week prior to, or one (1) week after, the opening of school in September.
5. No later than April 1 of each year the employee entitled to a vacation must submit his/her vacation schedule request to his/her immediate supervisor for approval. A maximum of one-half of vacation entitlement may remain unscheduled. Use of unscheduled vacation days requires 24 hours advance request. Vacation dates can be changed only upon approval of the immediate supervisor.
6. Prior to the commencement of a scheduled vacation period, an employee can cancel his/her vacation with twenty-four (24) hours notice. An employee hospitalized while on vacation may use accumulated sick days in place of vacation time. An employee who experiences a death of a family member while on vacation may request that the appropriate number of vacation days be changed to absence for death.
7. Exceptions to the above procedures may be made upon recommendation of the department supervisor and approval of the Executive Director.
8. An employee who is on payroll status and who is entitled to vacation days with pay when his/her contract with the Board is terminated shall be granted those days of vacation with pay (not to exceed forty [40] days of earned vacation credit), provided the employee gives written notice of his/her intention to resign to the Superintendent of Schools, or his representative, at least two (2) full weeks prior to the beginning of the proposed terminal vacation, and provided the vacation days are taken

before the effective date of the resignation. An employee may work through the day preceding his/her retirement date and be paid for vacation entitlement (not to exceed forty [40] days of earned vacation credit) thereafter.

9. Individuals previously employed by a political subdivision of the State of Ohio are entitled to have their prior service with any of these employers counted as service toward vacation.
10. Assistant and head custodians may be approved for vacation on the same day if an assistant custodian substitute is available.
11. An employee transferring to another assignment shall maintain the previously approved vacation schedule where it does not create an undue hardship for the building and/or employee.
12. In the event of a layoff pursuant to Section 9.09 of the Agreement, all 8-hour employees who bump into a 5-hour position will retain vacation benefits at that 8-hour rate for the year in which the layoff occurs.

For the year following the year in which the layoff occurs, all employees who have accepted return to an 8-hour day will receive compensation, from a vacation standpoint, at an 8-hour rate. All those who maintain the 5-hour day will be paid at the 5-hour rate for vacation purposes.

4.04 ABSENCE COVERED BY ACCUMULATED SICK DAYS

Notification shall be given by the employee to his/her immediate supervisor before absence from duty, except in extreme emergency. In such cases the claim shall be submitted no later than the second day after the employee returns to work.

All employees shall be paid regular compensation for time lost due to illness encompassed by the Agreement for not less than five (5) days annually. The minimum benefit of five (5) days shall become effective and available to use annually on the first day of the contract year on which the employee is assigned to duty.

After an employee has used the full amount of accumulated sick days for illness, provided either by regulations of the Board or earned by such employee on the basis of service at the rate of one and one-fourth (1¼ days) for each completed month of service, such employee may not be lawfully paid for further absence because of illness, except under the following procedures.

A. ACCUMULATION

1. Each full-time employee shall be entitled to accumulate one and one-fourth (1¼) sick days for each completed month of service.
2. Maximum accumulation of unused sick days to be 425 days.

Accumulated sick days credit may be retained during a leave of absence for military service. Additional sick days may not be earned during a leave of absence for military service, except in the case of temporary military service, said service not to exceed thirty-one (31) days in one (1) calendar year.

3. Maximum annual accumulation of any employee shall be fifteen (15) days.

B. TRANSFER

An employee who transfers from one Public Agency in Ohio to another shall be credited with the unused balance of his/her accumulated sick days up to a maximum of 120 days. To receive such credit, a new employee shall present to the Treasurer a certification from the Public Agency in Ohio for which he/she most recently worked, stating the number of unused sick days credited to him/her at the time of the termination of employment.

C. USE

Employees may use sick days for absence due to illness, injury, physical disability, emergency dental care, childbirth, pregnancy, exposure to contagious disease which could be communicated to other employees or to school children, and for illness in the employee's immediate family.

In the event an employee uses all accumulated sick days, he/she shall have the option of applying for leave under the provisions of Section 4.05 of this Agreement. Without request, the Board may grant a leave of absence and renewals thereof to a regular non-teaching school employee because of physical or mental disability.

Personal illness or injury, physical disability, emergency dental care, child birth, disability and/or complications due to pregnancy, or exposure to contagious disease which could be communicated to other employees or to school children: no limit. However, an employee shall be paid only for the number of sick days credited to or earned by such employee. Before salary payment can be made for absence because of personal illness or injury, physical disability, emergency

dental care, childbirth, pregnancy, or exposure to contagious disease, the employee shall submit the appropriate forms to his/her immediate supervisor.

D. PERSONAL ILLNESS

When an employee has been absent for more than five (5) consecutive work days because of personal illness, the Certificate of Health (Form S-2e) shall be filed with the Human Resources Department immediately upon the employee's return to work.

In the event that the absence is for ten (10) days or more, a Certificate of Health is to be filed at the end of the each payroll period (ten days [10]). Failure to file the Certificate of Health will result in delay of compensation for sick days.

The Certificate of Health shall be signed only by the employee and shall authorize his/her physician(s) to release, upon request, to the Superintendent, or his representative, such information as is necessary to justify the absence and/or the recovery period necessary to resume his/her duties.

E. FAMILY ILLNESS

For family illness, the "immediate family" includes husband, wife, a dependent son, a dependent daughter, any dependent person residing in the immediate household; or a father, mother, sister or brother, son or daughter who is seriously ill.

An employee shall be entitled to complete usage of accumulated sick days for serious illness or disability in the immediate family. Before payment can be made for such absence, the employee shall submit the appropriate form to his/her immediate supervisor. If such absence extends beyond five (5) consecutive work days, the employee shall also submit a Statement of Necessity for Absence (Form S-2f) stating that the employee's absence from duty is required.

F. CERTIFICATION OF ABSENCE

All forms used for the certification of an absence shall be compatible with the terms and provisions of this Agreement.

The employee and his/her supervisor shall certify to the Superintendent the cause of the employee's absence. Such certification shall also constitute a request by the employee for authorization of absence. Approval by the Superintendent, or his/her designate, of such request shall constitute an authorization of absence from duty. The appropriate form among the following shall be completed.

- Attendance Variations Form (S-2j)
- Certification of Health (S-2e)
- Statement of Necessity for Absence (S-2f)

The employee shall make an effort to complete and return the proper forms to his/her supervisor within one (1) work day upon the employee's return.

G. EXCESSIVE ABSENTEEISM

It is the intention of the Union and the Employer to encourage and assist employees in accumulating sick days. Recognizing that the purpose of accumulating sick days is to compensate employees during emergency health situations, both parties agree that an employee will not normally be suspended without pay or terminated for the use of accumulated sick days taken according to Board policy, Local 100 contract and/or state law. Both parties also agree that excessive absenteeism will not be tolerated and may result in disciplinary action. An employee with a continuing attendance problem may be required to provide medical documentation.

If an employee has a sufficiently serious health problem, that employee may be required to apply for disability retirement within thirty (30) days of the date of a conference with a Human Resources Department representative. A decision by the State Employees Retirement System denying disability retirement shall not be cause to suspend without pay or to terminate an employee.

4.05 ABSENCE (OTHER THAN ILLNESS)

A. DEATH IN THE FAMILY

1. For death, the "immediate family" includes father, mother, sister, brother, husband, wife, child, grandchild, father-in-law, mother-in-law, daughter-in-law, son-in-law, stepfather, stepmother, stepbrother, stepsister, stepson, stepdaughter, stepgrandchild, any individual directly responsible for the rearing of the employee, or any dependent person in the immediate household. A limit of three (3) consecutive work days, not deducted from accumulated sick days, is granted for death in the employee's immediate family, except that the Superintendent may increase the number of days, if the circumstances justify authorization of additional absence with pay. Before salary payment is made for absence because of death in the employee's immediate family, the employee must submit an Attendance Variations Form (S-2j) to his/her immediate supervisor.

Notification shall be given by the employee to his/her immediate supervisor before absence from duty, except in extreme emergency. In such cases, the claim shall be submitted no later than the second day after the employee returns to work.

2. For death, "other relative" includes a grandparent, uncle, aunt, cousin, niece, nephew, and in-laws other than those described under "immediate family."

A limit of two (2) consecutive work days, not deducted from accumulated sick days, is granted for the death of other relative except that the Superintendent may increase the number of days if the circumstances justify authorization of additional absence with pay. Before salary payment is made for absence because of death of other relative, the employee shall submit an Attendance Variations Form (S-2j) to his/her immediate supervisor.

Notification shall be given by the employee to his/her immediate supervisor before absence from duty, except in extreme emergency. In such cases, the claim shall be submitted no later than the second day after the employee returns to work.

B. JURY DUTY

An employee summoned to jury duty and released before 11:30 a.m. shall report to work one (1) hour after being released. An employee released after 11:30 a.m. shall be relieved of work that day.

Employees who work night shifts who are dismissed before 11:30 a.m. are expected to work their regular schedule, minus the amount of time served. The time deducted is to be taken from the end of the regularly scheduled work shift.

A member receiving pay for jury duty shall retain pay received for serving to defray the expense of serving.

C. JUSTIFIABLE ABSENCE

All full-time employees shall be granted two (2) days of absence for personal business during each calendar year without loss of pay or deduction from sick days. Personal business is an obligation or emergency over which the employee has no control and which requires immediate attention. Such absences may be taken in one-quarter (1/4) day increments. Bus drivers may only take such absences in one-half (1/2) day increments. Generally, these are limited to one (1) day per occurrence. When five (5) hours or more of travel time are required, additional time may be granted.

Notice of such absence shall be given as far in advance as possible. In giving such notice, or upon return to work, if the justifiable absence was for an emergency, the employee shall submit the appropriate form.

Acceptable reasons for requesting justifiable absence are outlined below:

EMERGENCIES

- Accidents in the immediate family or affecting family property.
- Travel conditions which make it impossible to report to work.

OBLIGATIONS

- Observance of religious holidays.
- Attendance at graduation exercises high school and beyond involving an employee or a member of his/her immediate family.
- Physical examination for induction into military service.
- Accompanying a member of the immediate family to a terminal upon departing for military service outside the continental United States, or meeting a member of the immediate family returning from such service.
- Attending a wedding involving the employee or a member of his/her immediate family.
- Attendance at ceremonies where the employee or a member of his/her immediate family is receiving an award of major significance.
- Appearance with civic, musical or drama groups on a non-paid basis.
- Court appearances as litigant or witness.
- *Attending a personal retirement conference at SERS (one per career).
- The Superintendent may authorize justifiable absence for other reasons. The reason for such request shall be included in writing on the appropriate form.

D. ABSENCE DUE TO ASSAULT

Employees shall be granted up to five (5) paid days of absence due to injury resulting from a physical assault by a person when performing his/her official duties. A written physician's statement describing the nature and anticipated duration of the disability must be submitted.

The employee shall be paid regular compensation for time lost due to an assault. If the absence extends beyond five (5) days, the employee may be required to submit to an examination by a physician designated by the Employer. The examination will be conducted at the Employer's expense. Additional time beyond the five (5) days may be authorized by the Superintendent or his representative, after consultation with the physician who conducted the examination. Paid days granted due to assault shall not be charged against the employee's accumulated sick days.

E. WORKERS' COMPENSATION

All employees covered under this Agreement are protected under the State Workers Compensation Act of Ohio in cases of injury or death incurred in the course of, or arising out of, their employment.

An injury incurred while performing assigned responsibilities shall be reported to the injured employee's immediate supervisor or other designated representative. If possible, the employee shall complete and forward to his/her immediate supervisor within twenty-four (24) hours of the injury an accident report form.

An employee may utilize justifiable absence: for the first day of an absence due to work-related injury when the employee seeks immediate medical attention for such injury, or for required second medical opinions or exams concerning work-related injury, or for workers' compensation hearings concerning work-related injuries.

Modified Duty Assignment

The Board and the Union shall make every attempt to arrange for a reasonable accommodation to return an injured worker to duty as early a date as possible. Each individual case shall be reviewed separately. A decision to return to duty will be made after a review of the employee's medical release, work restrictions, and work assignments available within the classification. The employee shall upon request provide all medical information required to make an individual determination.

4.06 UNRESTRICTED ABSENCE

- A.** Authorization of one (1) day personal absence shall be given any employee with an accumulation of one hundred twenty (120) sick days (as of the end of the work day on June 30 of each school year). This day may only be taken between July 1 and June 30 of the school year following that in which it was earned. Bus drivers (JC 252) may take the unrestricted absence day at any time, provided it is authorized in advance and provided no more than one bus driver is absent for this purpose on the same day. For all other employees, this day must be authorized in advance. This day can be taken in half-day increments.
- B.** Bus drivers may elect to work on an unrestricted absence day and be compensated at the established substitute driver rate.
- C.** Other employees may elect to work on an unrestricted absence day and be compensated at the rate of fifty (\$50.00) dollars less appropriate deductions.
- D.** Unless it is an emergency, approval must be obtained from a representative of the Human Resources Department at least five (5) work days prior to the date of absence. Departmental welfare will be taken into consideration in granting this day.

4.07 ATTENDANCE INCENTIVE DAY

Any member whose absence is no greater than four (4) days for the previous contract year (July 1 through June 30) may request authorization of one (1) day personal absence during the current contract year. This day may be taken in one-half (1/2) day increments.

Bus drivers may elect to work on an unrestricted absence day and be compensated at the established substitute driver rate.

Other employees may elect to work on an unrestricted absence day and be compensated at the rate of fifty (\$50.00) dollars less appropriate deductions. Building Services employees must take the Attendance Incentive Day at a time when students are not in session as determined by the School Calendar.

Absences for unrestricted absence, attendance incentive day, jury duty, or professional development (modification of worksite) shall not be counted when determining a member's eligibility for the Attendance Incentive Day. Modification of worksite is not considered an absence.

Building Services employees must take the Attendance Incentive Day at a time when students are not in session as determined by the school calendar.

4.08 EXCELLENT ATTENDANCE

Employees shall be awarded for perfect or excellent attendance as follows:

Perfect Attendance	\$300.00
One Day of Absence	\$200.00
Two Days of Absence	\$150.00

Payment will be made in July by separate check.

Absences for unrestricted absence, attendance incentive day, jury duty, professional development (modification of worksite) shall not be counted when determining a member's eligibility for Excellent Attendance Incentives.

4.09 LEAVES OF ABSENCE

Leaves of absence without pay shall be granted to employees upon request for reasons consistent with Board Policy and past practice. An employee who is granted a leave of absence may purchase health care and term life insurance coverage at the employee's expense.

A. ILLNESS LEAVE

Eligibility

Any employee who is unable to perform satisfactorily the duties of his/her position because of personal illness or other disability may be granted a leave of absence without pay for the remainder of the contract year or for a full contract year. Such leave of absence may be renewed for an additional contract year.

Application for Leave

Application for such leave shall be made at the employee's discretion. An application for renewal shall be made at least thirty (30) days before the expiration of the leave.

The application for such leave of absence or a renewal thereof shall be accompanied by a statement from the attending physician stating the nature of the illness or disability, unless such statement is waived by the Superintendent.

Early Termination of Leave

Termination of a leave of absence before its expiration date, provided the request for the termination is made in writing by the employee to the Superintendent and that the request is accompanied by a statement from the attending physician, recommending return to duty, shall be at the discretion of the Superintendent and in accordance with the needs and interests of the schools.

Application for Reinstatement

Application for reinstatement shall be made at least thirty (30) days before the expiration of a leave of absence for personal illness. Not less than ten (10) days before the termination of the leave, the employee shall submit a written statement from the attending physician, certifying that the employee has been medically examined and that he/she is or will be able to resume his/her duties with the Employer when the leave of absence expires. The Employer may require, at the Employer's expense, an examination by a physician designated by the Employer before the employee is reassigned.

Reinstatement

If the employee's leave of absence does not exceed forty-five (45) work days, the employee shall return to the same assignment held at the time said leave commenced.

If the employee's leave of absence extends to more than forty-five (45) work days, the employee shall return to the same assignment held at the time said leave commenced, if available; if not, to an equivalent assignment.

B. UNREQUESTED LEAVE OF ABSENCE

If an employee is unable to perform satisfactorily the duties of his/her position because of physical or other disability, or if the employee has been absent due to personal illness following the expiration of his/her accumulated sick days, the Superintendent may recommend, without the request of the employee, a leave of absence without pay for a part of the contract year, and renewals thereof, and the Board may grant such leave in accordance with the provisions of the law.

C. DEPENDENT CARE LEAVE

Eligibility

An employee may be granted a leave of absence without pay for the remainder of the contract year in order to care for an incapacitated member of his/her immediate family. Such leave may be renewed for no more than two (2) semesters.

Application

An application for dependent care leave shall be made at the employee's discretion. Said request must be accompanied with a statement from the attending physician which indicates that the employee's presence, on a full-time basis, is essential. An application for renewal shall be made by April 15 of the contract year for which the initial leave was granted.

Early Termination of Leave

Termination of leave of absence before its expiration date, provided the request for termination is made in writing by the employee and that the request is accompanied by a statement from the attending physician, recommending return to duty, shall be at the discretion of the Superintendent and in accordance with the needs and interests of the schools.

Application for Reinstatement

Application for reinstatement must be made by April 15 of the contract year in which the leave has been granted.

Upon return from a leave of absence for dependent care, the employee shall be returned to the same position that he/she held at the time said leave commenced, if available; if not, to an equivalent position.

D. PUBLIC OFFICE

Upon written request, an employee may be granted time off--without pay--for a maximum of thirty (30) work days per calendar year to campaign for an elected office.

If elected or appointed to Public Office, the employee shall request an assessment conference with the Executive Director to determine the relationship between said Public Office and the employee's responsibilities to the Employer. The result of the conference and any agreement thereof shall be placed in writing.

An employee elected or appointed to a Public Office--which does not permit said employee to meet the terms and conditions of his/her employment--may request a leave of absence without pay for one (1) term of such elected position, or in the case of an appointed position, a maximum of two (2) years from the effective date for the appointment.

Eligibility for Leave

Any employee who is appointed or elected to Public Office, subsequent to three (3) or more years of regular service in the Akron Public Schools immediately prior to his/her request for leave, and who desires to return to the employ of the Board at a future date, shall be granted a leave of absence without pay.

Application for Leave

The application shall be submitted within five (5) days after election or appointment to Public Office. The leave period shall be the initial term of office.

Application for Reinstatement

Application for reinstatement shall be made at least thirty (30) days prior to the expiration of the leave.

Reinstatement

Reinstatement shall be to the former or equivalent position.

E. PARENTAL LEAVE

An employee anticipating the birth or adoption of a child shall be granted a parental leave of absence upon request.

Said request shall be made at least thirty (30) work days prior to the requested effective date of the leave. The request shall be accompanied by a statement from an attending physician, or an official of the adoption agency, indicating the anticipated arrival of the child.

Such leave shall be for the remainder of the contract year in which the child's arrival is to occur, unless such leave is earlier terminated, as hereinafter provided. The leave may, upon the request of the employee, be extended for one (1) additional contract year.

Application for Reinstatement

Application for reinstatement may be made by the employee at any time subsequent to the arrival of the child, and the employee shall be reinstated ten (10) days after receipt of a written request to the Superintendent.

Upon returning to the school system, the employee shall be returned to the same position, if available, or to an equivalent position.

F. MILITARY LEAVE

An employee shall be granted a leave of absence to be inducted or otherwise enter military duty in accordance with the provisions of the law.

G. UNRESTRICTED LEAVE

An employee may request a one-year unpaid leave of absence without specification of the reason. This request shall be submitted at least thirty (30) days prior to the requested effective date of the leave. In the event the employee so requesting an unrestricted leave desires to return to employment, he/she shall notify the Human Resources Department in writing at least thirty (30) days before the expiration of the leave. Reinstatement shall be to the former or equivalent position.

An unrestricted leave cannot be taken immediately before or after any other type of leave. No employee may apply for a leave of absence under this provision more than two (2) times, and no leave may be taken except upon the expiration of a five-year period of continuous service, which service shall not include any type of leave.

The Board shall not be obligated to purchase retirement credit for any employee not returning to the employment of the Board subsequent to an unrestricted leave.

An employee may request an unrestricted leave of absence to work in a different department within the Akron Public Schools. This request shall be limited to ninety (90) calendar days and will coincide with the employee's probationary period in the new classification.

The employee must decide within this ninety (90) calendar day period to either return to their previous position or continue in the new classification.

4.10 CIVIL SERVICE RATINGS

- A.** Civil Service Employee Service Rating Report for Buildings (Custodial) Services employees shall be completed by the immediate supervisor. The head custodian is the initial rater for his/her staff. The initial rater shall rate in Column 1 of the Employee Service Rating Report.
- B.** The Employee Service Rating Report for Maintenance, Grounds, Warehouse and Transportation Services employees shall be completed by the appropriate foreman, supervisor, coordinator, or director.
- C. May Attendance Cut-Off**

Effective with the 1996-1997 school year, the attendance area on the Civil Service ratings of head custodians may be completed by a second rater at the end of each full rating period.

4.11 PERSONNEL FILES

- A.** All personnel files of individual employees shall be open, upon request, for inspection by the employee. The employee may have a representative of the Union present while he/she reviews his/her file. The Human Resources Department should be notified in advance.
- B.** An employee shall receive a copy of any derogatory material sent to the Human Resources Department before it is entered into his/her file. The employee shall sign the file copy to indicate that he/she has received a copy of the material in question. The employee's signature does not necessarily show that he/she agrees with the content of the material.
- C.** An employee shall have the right, at any time, to grieve for removal of material entered in his/her file, or to file a written answer to such material. If an answer is written, it shall be attached to become a part of the material on file. If the material is proven false, said material shall be removed from the personnel file and destroyed. The Human Resources Department shall notify the initiator of the complaint and the supervisor of the appropriate department of such action.

4.12 EARNINGS RECORDS

All services performed for the Employer by an employee in the bargaining unit shall be paid for by the Employer and included in the earnings records.

4.13 DISCREPANCIES IN INDIVIDUAL PAY CHECKS

Discrepancies in individual pay checks must be brought to the attention of the Treasurer of the Board prior to the cashing of the check. The discrepancies will be corrected immediately by the Treasurer. If the check is cashed, the employee will have to wait until the next pay period before the discrepancy is corrected.

4.14 PERFORMANCE EVALUATIONS OF BUS DRIVING EMPLOYEES

- A.** An annual performance evaluation will be completed of all permanent bus driving employees in January of each year by the Coordinator of Transportation and reviewed by the Coordinator of Business Support Services. The evaluation period will cover January 1 to December 31 of the previous year. The evaluation shall be reviewed with the employee prior to being placed in the official personnel file folder. A copy of each evaluation form shall be furnished to the employee with the employee having the right to submit a written rebuttal to be attached to the evaluation. The employee will be asked to sign the form acknowledging receipt only. Failure to sign the evaluation will result in a zero rating. The rebuttal, if any, must be submitted within ten (10) work days of the employee's receipt of the form.
- B.** Interim evaluations may be conducted any time the immediate supervisor has concerns with the employee's performance. Such evaluations will be scheduled with the employee to discuss the supervisor's concerns.

ARTICLE V – WORK POLICIES

5.01 WORK WEEK

The normal work week, except for custodial employees hired on or after July 1, 2006, shall be from Monday at 12:00 a.m. through Sunday at 11:59 p.m. of each week. For such custodial employees, the normal daily work schedule shall be eight (8) hours on each of the five (5) days in the normal work week, except those employees hired to perform specific tasks for a lesser amount of time. However, custodial employees who are hired on or after July 1, 2006, or who have bid on a different position which has a workweek other than Monday through Friday, may be transferred or assigned to work on other days outside the normal work week, including regular weekend shifts, as determined by the Board. No custodial employee hired prior to July 1, 2006, will be involuntarily transferred or assigned to a position with a workweek other than Monday through Friday.

5.02 WORK READINESS--CLEAN-UP

The employee shall report ready for work at the start of his/her shift. An employee shall be entitled to clean-up time, not to exceed fifteen (15) minutes, immediately prior to the end of his/her shift.

5.03 MEAL TIME

Employees who are required to be on duty for eight (8) straight clock hours shall be entitled to twenty (20) minutes paid meal time within the middle four (4) hours of his/her shift. Those employees not on continuous duty shall be free to take a one-half (1/2) hour unpaid lunch free from duty and may leave the building.

After review with the Union, normal meal times for all employees will be established per a directive issued by each department head. The employee or immediate supervisor may request a modification in the established meal time.

5.04 REST PERIOD

- A.** All employees shall be entitled to one fifteen (15) minute paid rest period during every four (4) hours of work; the rest period will be taken ordinarily during the second or third hour of each four (4) hour period.

After review with the Union, rest periods for all employees will be established per a directive issued by each department head. The employee or immediate supervisor may request a modification in the established rest period.

- B.** Members assigned to overtime shall receive the same rest period(s) and meal time as provided under Article 5.03 and 5.04.

5.05 WORK LOAD

- A.** Each employee shall be responsible for the performance of any task assigned to him/her by his/her immediate supervisor. Any other person who wishes to change the duties of said employee shall accomplish this through the employee's immediate supervisor, except in an emergency and/or when not practical.

- B.** Employees shall not conduct personal business during the work day without permission.

- C.** Any employee at any work site who feels that the work load is not fairly distributed may file a grievance for adjustment of said work. Discussion with his/her immediate supervisor must precede the filing of the grievance. If after discussion with his/her custodian, foreman, coordinator, supervisor, and/or director an agreeable answer is not reached, a time study shall be conducted

within ten (10) work days. When a time study is conducted, it will be with a Union representative present.

- D.** The custodian is to be notified when maintenance work is to be performed on weekends for the Board.

A licensed custodial employee shall be present when the boiler is being repaired or fired. At steam buildings, a licensed custodian shall be present when the boiler or boiler system is being repaired during the months of November through March.

5.06 MAINTENANCE DEPARTMENT

- A.** Maintenance employees shall perform only the work stipulated on work orders except upon approval of the foreman, supervisor or Coordinator of Maintenance. Such approval shall be put in writing at the request of the employee.
- B.** No temporary help shall be employed by the Board to perform maintenance work when full-time qualified maintenance employees are available.
- C.** Within the Maintenance Department, no one will perform work of another trade.
- D.** When a summer maintenance crew includes two (2) or more casual helpers and the total crew consists of four (4) or more employees, a crew chief shall be designated by the foreman. Designated crew chief shall receive one (1) hour responsibility pay for an eight (8) hour shift.
- E.** Coveralls will be issued to specified employees on July 1 as follows:
- spray painters and roofers will be issued annually two (2) pairs of coveralls
 - painters (not spray painters), carpenters (not roofers), electricians, plumbers, hardware repairers, HVAC repairers and audio-visual repairers will be issued annually one (1) pair of coveralls
 - grounds employees will be issued annually one (1) pair of coveralls
 - employees who currently receive two (2) pair of coveralls may choose one (1) insulated pair in lieu of the two (2) pair of uninsulated coveralls. Employees who are entitled to receipt of one (1) pair of coveralls may waive receipt of issuance for two (2) years in order to receive one (1) pair of insulated coveralls in the second year. (The option in this paragraph is also applicable to section 6.04 (D) (12).

- F.** The foreman/supervisor shall determine the number of hours--rounded to the full hour--in which an employee actually worked twenty (20) or more feet above ground level on a swing scaffold, high scaffold, ladder, or bucket (not on permanent fixture) and he/she shall process these hours on the appropriate payroll sheet. The number of hours submitted by the foreman is not subject to the grievance procedure. The rate will be fifteen cents (15¢) additional per hour. The height level shall be measured from the ground or floor level to the employee's feet.
- G.** When an opening in the supply cage is anticipated, the Coordinator of Maintenance shall provide the employees an opportunity to express their interest for the position in writing.
- H.** If a night shift is created in any department, it shall be filled by new hires or by reverse seniority from existing employees.
- I.** Employees selected after July 1, 1996 for training which requires certification or licensure shall have such initial training or recertification paid for by the Board.
- J.** Maintenance employees will be reimbursed annually for the initial issuance and subsequent renewals of the following licenses/certifications at the current applicable rate.
 - Asbestos certification
 - CFC refrigeration certification
 - Fire alarm certification

Required training and/or courses related to the above licenses and/or certifications shall be paid for by the Employer. The training or courses may or may not fall within the employee's work shift. Employees will not be paid for instruction outside their work schedule. Every attempt will be made to schedule the training during work hours. The training is optional and an employee may or may not choose to attend.

- K.** The Board has the right to assign and reassign Board-owned vehicles within the Akron Public Schools.

An employee has the right to refuse the assignment of a Board-owned vehicle.

When a vehicle is to be reassigned, the employee shall be notified at least five (5) work days in advance. This will afford the employee time to clean out the vehicle during normal work hours at the Maintenance facility.

The employee will be verbally told the reason for reassignment of the Board-owned vehicle. The employee may have a representative present during the meeting.

5.07 BUILDING (CUSTODIAL) SERVICES

- A.** In all buildings where night shifts are maintained, during vacations or summer, day shifts shall remain on an eight (8) hour schedule.
- B.** When possible, all cafeterias shall be emptied for cleaning following the lunch period. If it is not possible, supervision shall be furnished during the time of cleaning.
- C.** In all buildings utilizing student help, such help shall commence on the first day of school with students.
- D.** All Buildings Services employees on regular cleaning schedules shall have written schedules.
- E.** Employees shall not be responsible for, but will sign for, deliveries of contractor's materials.
- F.** In case of vandalism or break-in, clean-up--if necessary--will be done by employees of the proper classification.
- G.** When an ongoing complaint regarding building cleanliness results in inspection(s), a Buildings Services staff member from the work site shall accompany the inspector(s).
- H.** Buildings Services employees will not be required to move large furniture items or appliances from room to room without a furniture dolly equipped with restraint straps.
- I.** All Buildings Services employees at a work site shall receive training to use Energy Management computers, and command books will be provided before any employee will be given responsibility for operating the system.

5.08 GENERAL

- A.** It is the intent of the Employer when possible to fill full-time vacancies with full-time employees.

- B.** New policies or policy changes for Maintenance, Buildings (Custodial), Grounds, Warehouse, or Transportation Departments issued by the Employer will be discussed with a committee of the Union prior to their issuance. Every effort will be made by the Employer to discuss procedures or procedural changes with a committee of the Union prior to their issuance.
- C.** No employee shall be requested to perform a duty that is in violation of any State Law or City Ordinance or applicable rules and regulations issued by any Federal, State or Local Regulatory Agency, Board of Commission.
- D.** All directives pertaining to employees in a department shall be posted on the bulletin board by the immediate supervisor of the department. Bulletins shall be maintained in a file which shall be made available to all employees.
- E.** Supervisors shall not normally perform work done by Union employees.
- F.** The Employer shall schedule one (1) boiler school outside the work day per calendar year. The scheduling of the boiler school is contingent upon sufficient tuition paying students to cover the cost.
- G. SENIORITY – DEFINED**

Systemwide seniority is continuous from the last date of hire. Classification seniority is continuous from the starting date of the employee within the classification, and shall include all years of service within that classification.

Seniority is not broken, but does not accrue, during an approved leave of absence.

5.09 HEALTH AND SAFETY

- A.** It is the policy of the Board to provide safe and healthful working conditions for all employees. A committee of not more than five (5) employees, approved by the Union, will meet by request of either party with the Executive Director, Business Affairs, to determine safety and health conditions of the Board property. Items of concern will be submitted in writing, and a reply will be forthcoming from the Executive Director, Business Affairs, within five (5) work days. Those requiring action, as approved by the Executive Director, Business Affairs, will be implemented as soon as possible.
- B.** The Employer shall attempt to make adult restroom facilities with proper ventilation available to all employees at all school facilities.

- C.** No non-bus driving employee shall be asked or be expected to advise, discipline or supervise any pupil, other than student workers. Bus drivers are expected to advise and supervise students and would be expected to recommend students for discipline.
- D. TELEPHONES**
1. The custodian and his/her staff and other employees shall have use of telephones at all sites for business and emergency use at all times, throughout the calendar year. All incoming calls shall be relayed by the office staff as soon as possible.
 2. The Board shall provide a telephone, separate from the main office, for use of Transportation employees and for use of Maintenance employees. These phones shall be located to allow for private calls.
- E.** School athletic activities in school buildings will be held only in the authorized areas provided for these activities, unless prior approval has been obtained from the Office of Business Affairs. Running in hallways or stairs, or throwing objects in hallways or stairs, will not be approved for school athletic activities. The Board of Education will make every effort to protect Board employees during non-school athletic activities.
- F.** Principals shall see that no pupils are permitted into the custodian's area except on official school business. It is board policy that pupils other than student helpers are not permitted in the boiler room or furnace room at any time. Any custodial area containing hazardous cleaning supplies must be kept locked. Pupils are only permitted in these areas when accompanied by an adult.
- G.** When work is to be performed in a student restroom during student hours, two (2) employees shall be assigned at all times, one (1) of which may be a Building Services (Custodial) employee. A restroom will be closed to students by the principal or his/her designate when repair work or cleaning is being done in the restroom.
- H.** No employee shall be assigned to ladder work at a work site while alone at the work site. Two (2) employees shall be assigned--if requested by the employee--when it is necessary to climb above the height of ten (10) feet off the ground during ladder work.
- I.** No employee shall be assigned to work in a tunnel alone.

- J.** Proper respirators shall be provided for the use of employees at each work location where needed in accordance with Federal and State law as determined by Energy, Environmental Health & Safety Department (EEHS). Additional training for work practices and respirator use as determined by EEHS will be mandatory.
- K.** Food refuse shall be picked up and removed from the building on a schedule to be determined by the Executive Director, Business Affairs or designee.
- L.** Any employee injured on the job shall report immediately to his/her supervisor, if possible. The Accident Report Form shall be completed and forwarded to the Insurance Office by the employee within twenty-four (24) hours.
- M.** Buildings Services employees shall not be assigned as parking lot attendants or as security personnel at any time during regular work hours without consent of the employee.
- N.** No employee is ever required to tolerate any act of gross and flagrant misconduct, including derogatory, abusive or vile language, acts of violence, threats or insubordination. The Employer shall exert its best efforts to protect all employees from verbal abuse and physical assault from students, visitors or other employees while engaged in the performance of their duties. Any employee who is affected by either verbal abuse or the threat of physical assault shall immediately report this matter in writing to the principal or building manager and his/her immediate supervisor. The principal or building manager shall acknowledge receipt of such a report and shall report this information to the Human Resources Department and the Union.

If the assault was allegedly committed by a student, the principal or building manager, after conducting a hearing which in effect assures the accused student his/her procedural due process rights, shall render a decision as to whether or not an assault has been committed. In all cases where it has been determined that an assault has occurred, the principal or building manger shall follow the appropriate Board Policies and procedures.

- O.** Teacher's desks, file cabinets, cupboards or large pieces of furniture or appliances shall not be moved up or down steps without written approval from the Office of Buildings and Grounds Services. Buildings Services employees will not be required to move large furniture items or appliances from room to room without a furniture dolly equipped with restraint straps. The person requesting the move shall empty all contents before the item will be relocated.
- P.** Every effort will be made to have new furniture or new appliances delivered into the room or area where it is to be used.

- Q.** Safety clothing or apparatus shall be provided to any employee required to handle any hazardous chemicals and/or substances.
- R.** Lined, rubber type work gloves, shop aprons and eye protection shall be provided to employees required to take boiler samples or check/clean batteries. Gloves shall be waterproof quality.
- S.** The Employer will schedule a meeting with employees assigned to any building scheduled to have asbestos removal as part of the asbestos abatement program. The employees shall be informed of the location of the asbestos to be removed, the general procedures to be used and the course of relief in case a problem occurs.

T. REASONABLE SUSPICION AND POST-ACCIDENT DRUG TESTING

1. Reasonable Suspicion Drug Testing

In the event there is reason to believe that an employee's job performance is adversely affected by a chemical abuse problem, the Employer reserves the right, after discussion with the employee, to request the employee submit to an appropriate chemical abuse test, at the Employer's expense. The employee shall have the right to a representative of his/her choice at any such meeting.

2. Post-Accident Drug Testing

Whenever an employee is involved in a work-related accident or any instance of abuse of Board-owned machinery, equipment, or property, the Board may require the employee to submit to urine and/or breath testing to determine drug and/or alcohol abuse.

- 3.** Upon a positive result from any such chemical abuse test, or upon a refusal by the employee to submit to a chemical abuse test, the employee may be required to participate in the Akron Public Schools Employee Assistance Program, or as an alternative, the employee may elect appropriate treatment at his/her own expense. The employee shall provide the Employer with a written statement identifying the program of treatment. All such treatments or participation shall be considered confidential unless released by the employee. If the employee refuses to submit to testing and/or treatment, disciplinary action appropriate to the deficient job performance shall be taken by the Employer.

- U. All work performed by Maintenance Department employees on or with asbestos containing materials shall be done with volunteer workers who are properly trained.

Proper training under 40CFR763, Subparts E and G will be provided by the Board.

Members shall have the right at any time to refuse asbestos related overtime.

The Board will strictly enforce--and employees are required to adhere to--all sections of 40CFR763, Subparts E and G as they pertain to Maintenance Department employees.

A separate asbestos related overtime list shall be maintained in each maintenance shop. Employees working asbestos related overtime shall remain eligible to perform overtime work in their usual classification. Existing contract language regarding offering of overtime, charging of overtime and balancing of overtime will apply to asbestos related overtime.

Any trained Maintenance Department employee can remove asbestos containing materials to allow work to be performed by another shop, if no one in that shop is available to do the work. If done on overtime, said overtime will be charged to that employee on his shop's overtime list.

Individuals will be selected by seniority, on a voluntary basis, from each shop.

The additional rate of compensation--when an employee is working in the asbestos mode (wearing personal protection, i.e., suit and respirator)--during his regular work shift, as verified by the department foreman, is at the rate of time and one-half for actual time spent working with asbestos. Again, employees will only receive the additional asbestos compensation when they are in a "personal protection" mode (suit and respirator).

All asbestos related work that is scheduled as overtime for the employees--outside their regularly scheduled work day--is at the rate of time and a half.

The employees that volunteer--based on their seniority--to participate in the four (4) day Asbestos Worker Training Program must perform asbestos related work for a one (1) year period from the completion date of the training program. After the one (1) year of the asbestos related work, an employee must indicate a willingness to continue to perform asbestos related work in blocks of two (2) years. At any time an employee can remove himself from performing asbestos related work with proper written documentation provided from his physician.

Before an employee starts the Asbestos Worker Training Program, he will receive a Board-paid physical examination, x-ray and medical history. Participation in, and successful completion of, these items is necessary before an employee can participate in the Asbestos Worker Training Program.

- V. Maintenance employees working in the asbestos program, upon documentation that goggle type glasses were purchased, shall receive \$50 paid biennially on July 1 by separate check.

5.10 SENIORITY, JOB BIDDING – BUILDINGS AND GROUNDS

- A. For Buildings Services employees, on December 1 of each year, all full-time jobs shall be listed according to classification, shift and work location.
- B. In all cases of equal seniority in classification, appointment of transfers shall be made according to system-wide seniority.

Employees shall bid on various jobs within their classification, in order of preference. During the next twelve (12) months, all vacancies in the classifications shall be filled by the most senior employee signed for such position. If no one signed for such vacancy, it will be filled by a new hire.

In the case of multiple vacancies occurring on the same day, the vacancies shall be filled by the most senior employee according to his preference list ranking.

- C. **ALL REQUESTS FOR BIDS ON JOB VACANCIES SHALL BE MADE OUT IN TRIPLICATE**

1. All three (3) copies shall be forwarded to the Office of Buildings and Grounds Services by December 15 of each year.
2. The Coordinator of Buildings and Grounds Services shall stamp the date of receipt on all three (3) copies.
3. The Coordinator of Buildings and Grounds Services shall send one (1) copy to the employee's work location on or before December 26 of each year and forward one (1) copy of the bid sheet to the President of the Union by January 1 of each year.
4. When a shift changes, a new bid sheet will be filed within fifteen (15) calendar days.
5. Any new Civil Service job created or any job in Buildings Services that becomes an eight (8) hour job shall be posted within ten (10) days of its creation.

6. The bid list will contain all starting times as they are being worked.
7. Any member selected for transfer during the month of December, after his/her bid sheet for the subsequent calendar year is on file, should submit a revised bid sheet on or before January 15.

D. JOB BIDDING RELATED TO SCHOOL CLOSURES

In the event the Board declares a building closing within four (4) months of the close of the school year, and the head custodian has successfully bid an open position elsewhere, said custodian shall be required to remain in the building until it has been decommissioned and then his/her bid will be honored.

E. JOB BIDDING RELATED TO REDUCED CLASSIFICATION

The custodian, who is presently working in a building whose classification under Section 5.18 is reduced, shall remain at the same class level for as long as the employee remains in the same assignment at the same building. If an employee has an active bid for a building when the classification for that building is reduced, and where he/she would otherwise be the successful bidder on that building, he/she will have the option of accepting that assignment or substituting an alternate bid choice for that assignment on his/her bid sheet. The remainder of the bid sheet shall remain unchanged.

5.11 OVERTIME

- A. Any employee who is required, because of a job responsibility, to stay beyond his/her normal work schedule to complete his/her assignment shall be paid for that time at the applicable rate, provided approval of such overtime is obtained in the following order: 1) Immediate Supervisor or Coordinator of Buildings and Grounds Services, 2) custodian, or 3) custodian-in-charge. The supervisor shall be notified in writing the following day after such overtime occurs.
- B. After the labor pool has been depleted, replacement overtime shall first be offered to the employees at the site in the same classification as the absent employee. If this is not possible, said overtime shall be equally distributed among all qualified employees at the site willing to work said overtime.

In known cases of extended illness (three [3] days or more), whenever possible the same substitute will be assigned for the duration of the absence.

C. OVERTIME PAY COMPUTATION

1. In the computation of overtime, holidays shall be considered in the same calendar week in which they fall as eight (8) hours worked.
2. Any full-time employee who is temporarily assigned to perform the duties of a higher classification for a majority of his/her own shift, shall receive one (1) hour of responsibility pay, in addition to the time worked. Any employees or crew that normally has supervision provided during a majority of their shift, shall receive responsibility pay when that supervisor is not present for a majority of the shift.

Responsibility pay shall be included in hours charged to balance overtime.

The immediate supervisor at the work site shall be responsible for assigning responsibility hours.

Acting Foremen List

Employees who wish to be assigned as acting foremen shall submit their names to be included on a list for replacement. Assignments shall be made from this list on a rotating basis of all qualified employees. The list may be modified, names added or deleted, throughout the year.

If an employee's name is not included on the list, they will be informed by the department head and foreman as to the reason they were not placed on the list. A conference will be held for this specific purpose within a reasonable amount of time after their request to be placed upon the list has been denied. The conference shall be summarized in writing and a copy given to the employee.

3. Any employees who are required to work at any time before or after their shift that is not continuous to their shift, or on any day that is not a regular work day, shall be paid a minimum show up time of three (3) hours and shall be required to remain on duty for a minimum of three (3) hours.

Continuous to the shift shall be considered as one (1) hour before and/or after the shift. Any portion worked during the one (1) hour continuous to the shift, either before or after, will be paid as a one (1) hour minimum, regardless of the time actually worked.

4. Time-and-one-half shall be paid for all hours worked by an employee in one (1) calendar week, for all hours worked:
 - a. Over eight (8) hours in one (1) work day.
 - b. Over forty (40) hours in one (1) calendar week.
 - c. On holidays approved by the Board.
 - d. Holidays, vacation days, bonus days, modification of work site, and Union leave are defined as time worked by the employee.

5. Between November 1 and November 14 and between March 16 and March 31, inclusive, building checks will be done on Saturdays, Sundays and holidays only upon request by the Office of Buildings and Grounds Services. The custodian or his/her designee shall be notified prior to 8:00 a.m. on the day(s) requested to perform the building check(s). A custodian or his/her designee called in during this time period shall receive a minimum of three (3) hours at the appropriate overtime rate and shall be required to remain on duty for a minimum of three (3) hours.

Between November 15 and March 15, the custodian or his/her designee will be required to check the building on Saturdays, Sundays and holidays and will receive two (2) hours pay at the appropriate overtime rate. These checks will be made at the discretion of the custodian. However, if and when a paid permit has been issued, said building check shall be made within the time stated on the permit.

All paid permits shall, in addition to the stated time on the permit, pay one-half (1/2) hour before and one-half (1/2) hour after for opening and closing the building, except for permits that start during or at the end of the custodian's shift. Such permits shall only pay one-half (1/2) hour after to close the building.

6. Employees who are out-of-payroll status on any of the scheduled work days of a work week shall lose premium pay for weekly overtime for an equal number of hours in the same week in which such absence occurred.

7. An employee who is required to work on a day the schools are closed because of inclement weather or other public calamity shall, in addition to his/her regular pay, be paid at straight time for all hours worked on such day unless teachers are requested to be on duty. The time worked on such day shall be included as time worked for the purposes of computing overtime in any week in which such day may occur.

8. An employee who is not required to work on a day the schools are closed because of inclement weather or other public calamity shall receive his/her regular salary for such day. Such time shall be included as time worked for the purposes of computing overtime in any week in which such day may occur.
9. Any employee reporting to his/her normal work station prior to the announcement of school closure -- due to inclement weather or other public calamity -- shall only be paid for the time between the opening of the employee's normal work shift up to the time of the announced closing. An employee required to report for overtime work prior to a calamity day announcement shall be paid the overtime rate up to the earlier of the time of the announcement or the beginning of shift.
10. If an entire student body is released after the school day commences because of inclement weather or public calamity and any group of employees is dismissed without loss of pay, the Building Services employees assigned to that building may be kept on duty for sixty (60) minutes after the release of other employees. Day shifts may be requested to remain on duty up to one-half (1/2) of a shift (including time worked prior to the release of other employees) at straight time. Later shifts may be required to report for one-half (1/2) a shift at straight time. For any employee, time beyond one-half (1/2) a shift shall be at time and one-half. Employees not required to work will receive their regular daily pay.

D. OVERTIME DISTRIBUTION

1. The Board shall attempt to distribute overtime on an equal basis among employees in the same job classification. In the Maintenance Department, the Board shall attempt to distribute overtime on an equal basis among employees qualified to perform the work. The Board further shall attempt to distribute overtime on an equal basis among Buildings Services employees qualified to perform the work. An employee shall be considered qualified if he/she has performed the same or similar work during his/her regular work day.
2. Overtime shall first be offered to the employee lowest in overtime hours, except in cases of emergency. An emergency is defined as a sudden or unexpected situation that calls for action without delay.

3. Prior to school opening, an alphabetical list of full-time employees shall indicate whether they wish to be offered overtime. Those employees who decline overtime shall be included on overtime sheets. If thereafter such an employee desires to work overtime, he/she shall be charged with the highest number of overtime hours within his/her classification at the work site.
4. Overtime records shall be posted daily on a bulletin board in an area available to all, and shall be brought current each pay period. Employees shall be listed according to classification on an overtime sheet or some acceptable form, and overtime shall be rotated according to the employee with the lowest amount of accumulated overtime hours.
5. In Maintenance, Transportation, and Buildings and Grounds Services, overtime accumulation shall end on June 30 of each year and shall begin anew on July 1 each year with the lowest employee in accumulated hours assuming zero (0) hours and the remaining employees at the work site or shop assuming hours left after the lowest employee's hours are subtracted from their accumulated overtime hours. A new or transferred employee shall assume the hours equal to the highest amount of hours of any employee in the same classification at the new site.

6. **Off-site Overtime Availability List**

Custodial workers and assistant custodians who are willing and available for off-site overtime shall request that their name be placed on the list prior to the start of the school year. Overtime shall be assigned and balanced among the employees on the list. Emergency and contractor overtime shall be excluded from the provisions of this paragraph.

Records shall be made available to the union upon request. Employees who have not been available or punctual three (3) times shall have their names removed from the list until the following school year.

7. **Catastrophic Emergency Overtime List**

In the event of a catastrophic emergency in a building, call-out for overtime shall be as follows:

- a. Building staff shall be called first pursuant to section 5.11 (D) (1 and 2);

- b. Second, employees who have volunteered for the catastrophic emergency overtime list shall be called in rotation. Employees who have not been available or punctual three (3) times, shall have their names removed from the list until the following school year.

E. OVERTIME REFUSAL

1. Records shall be kept at appropriate work sites listing employees in the same job classification alphabetically for the recording of overtime worked or charged. If an employee cannot or will not accept an overtime assignment which he/she is offered, he/she shall be charged with the same number of hours as he/she would have, had he/she accepted the assignment.
2. Overtime shall be deemed mandatory after attempts to contact all employees have been unsuccessful. Mandatory overtime will be assigned to the least senior employee in that department or classification.
3. In the Maintenance Department and Transportation, non-emergency overtime shall be offered as far in advance as possible. Maintenance employees working an assignment that becomes an authorized overtime job by the end of the shift will be assigned to work the overtime.
4. If overtime pay is denied to an employee, and a complaint or grievance is filed, both parties will make every effort to settle the grievance or complaint within the current payroll period. If this is not possible, and the employee's complaint or grievance is upheld, payment will be made by separate check issued within two (2) work days. The employee is responsible for obtaining the check from the Treasurer's office.

5.12 VACANCIES

- A. All openings shall be filled from the bids received pursuant to the appropriate bidding procedure. Vacancies shall be filled in accordance with service seniority in classification, provided the employee has the ability to perform the duties of the job.
- B. For bus driver vacancies, refer to 6.03(B)(3).
- C. When the filling of a position (which remains vacant after all eligible Board employees have had an opportunity to bid) requires an appointment through Civil Service, the Board shall appoint a person from the certified list of selections, according to Civil Service procedures.

- D. Before any vacancy can be filled in Job Codes 332 through 352, all eligible Board employees in Job Code 325 shall be given first opportunity through “in line” Civil Service promotional exams. Appointments shall be made from the eligibility list.
- E. All full-time vacancies shall be filled by full-time qualified employees within thirty (30) work days after such vacancies occur. For bidding purposes, a vacancy occurs at 12:01 a.m. on the last day an employee serves in the position, as determined by official Board action.
- F. When notification of building closures are given, no one will be hired to fill any vacancy that occurs after that date, to a maximum of the openings needed to absorb the employees in the affected buildings. Nine (9) month custodial workers will be used to fill the vacancies. Vacancies will be filled from the staff of the buildings as they are closed.

Whenever a building is to be closed permanently, the staff of such buildings shall be notified as early as possible in order to allow the bidding procedure to be utilized properly (by the concerned custodial employees). The bids will be honored if openings exist; thereafter, assignment shall be to the last open position that exists without a bid.

5.13 TRANSFERS

- A. Except in cases of promotions and Just Cause transfers, no employee shall make more than one (1) transfer per year. An employee must accept that transfer for which he/she signed. Buildings Services employees are limited to a total listing of ten (10) choices on their bid sheets.

A Just Cause transfer will not be counted as the one (1) transfer allowable.

- B. The principal, the Coordinator of Buildings and Grounds Services, the building manager, or the head custodian may request a Just Cause transfer of an employee.

Such transfer must be preceded by a conference with the employee; the employee may have present a representative of his/her choosing. Any employee transferred for Just Cause may appeal the transfer through the grievance procedure. Said grievance shall be lodged at the next higher level above the administrator who initiated the transfer.

- C. An employee who is promoted will submit a bid sheet for the new classification after forty-five (45) days of the promotion.

5.14 ABSENTEE REPLACEMENT

- A. An absent Head Custodian will be replaced by an Itinerant Head Custodian or an Assistant Custodian. The replacement Assistant Custodian shall be compensated responsibility pay of one hour at time and one-half. If a Head Custodian is absent, the replacement is responsible for all activities on the date of absence that may require his/her services including weekend or holiday building checks.
- B. An absent Assistant Custodian will be replaced by a Custodial Worker and the Custodial Worker will be compensated one-hour responsibility pay at time and one-half.
- C. A Custodial Worker or Five-Hour Worker who is absent may be replaced by a Substitute Worker for half of the shift or more the first five days of absence and for the full shift for the remainder of the absence.
- D. For replacement purposes, after the substitute pool has been depleted and after overtime has been offered to all qualified employees at the work site and has been refused, full-time Buildings Services employees may be assigned from other work sites.
- E. Absence for replacement purposes shall be considered from the first day of an absence. Non-student days shall not be counted for replacement purposes.
- F. If necessary, when warehouse workers who are assigned to Child Nutrition are absent for any reason including vacation, warehouse workers assigned to other sections of the warehouse may be added to assist with the loading and unloading of deliveries as well as the filling of orders. These arrangements will be coordinated among the Child Nutrition Coordinator, Purchasing, and Distribution Services.
- G. Student helpers will be replaced when absent with other student helpers or substitute pool workers according to the following schedule:
 - work sites with one (1) student helper--no replacement time will be provided; student helper to be assigned to non-critical area.
 - work sites with two (2) or more student helpers--other student helpers or substitute pool workers will be assigned one-half (1/2) scheduled replacement time.

In all cases the Buildings and Grounds Services Office may decide to let the work go undone.

Full-time employees will not be requested to do student helper assignments without an equal amount of time removed from their normal work schedule.

Full-time employees, working a later shift, will not be required to do student helper work that was left undone by a decision of the Office of Buildings and Grounds Services.

5.15 DISCIPLINARY CONFERENCES

- A.** When an Employer representative desires to meet with any employee for disciplinary purposes, he/she shall notify the employee in writing at least forty-eight (48) hours in advance of the time, place and purpose of the meeting (conferences which involve health and safety issues are exempt from the notice requirement). Conferences for disciplinary purposes or reprimands shall be in private. An employee may request a Union official to attend the meeting if he/she so desires. When such a request is made, the meeting shall not proceed until the representative is present. All such meetings shall be conducted during the employee's work shift. If an employee is called in for such a meeting at a time other than during his/her work shift, he/she shall be paid for such time, or such time shall be counted toward the total hours he/she is scheduled to work that day. Conferences between an employee and his/her first or second rater to discuss an evaluation are not disciplinary conferences.
- B.** An employee may also request the presence of a representative at any meeting (or portion thereof) he/she is required to attend with an Employer representative which the employee has some reason to believe may lead to disciplinary action against him/her or if a summary of the meeting will be written and filed in any file.
- C.** No letter of complaint, reprimand or commendation shall be incorporated into a disciplinary hearing unless there is evidence that the employee received or was offered a copy of same when it was inserted in the file. At the time of notice of a disciplinary conference, the employee shall be provided with copies of any documents which will be used at the conference.

If a conference is scheduled as the result of the Employer receiving an oral or written complaint, the name of the individual issuing the complaint will be made known to the employee at the conference.
- D.** If an employee, during a conference, refuses to sign for the receipt of letter or document, the signature of a second witness to that refusal shall be obtained.

Suspensions Over Holidays

Suspensions without pay shall not be lengthened due to the occurrence of a paid holiday during the period of suspension.

5.16 PERSONAL TRANSPORTATION

- A.** An employee in this bargaining unit using his/her own vehicle for Board purposes may be requested, but not required, to transport one passenger.
- B.** An employee who is assigned to an Akron Public Schools owned vehicle, and is unable to start said vehicle, shall report his/her inability to start said vehicle to Transportation Services and shall then report to his/her foreman or supervisor by telephone. It shall be the employee's responsibility to report to his/her work station for assignment unless instructed otherwise by his/her foreman.
- C.** All employees driving Akron Public Schools owned vehicles shall be covered with liability insurance to cover property damage and personal injury for accidents. Said insurance shall be purchased and paid for by the Employer.
- D.** Mileage charts shall be made available to all employees who use their personal vehicles for Board purposes.
- E.** Members driving their own vehicles for Board purposes shall not be required to carry any item that will not fit inside the automobile trunk with the lid closed. Such employees shall not be required to carry an item in excess of 100 pounds and two (2) employees--one of which may be a Buildings Services employee--shall be provided to load or unload an item in excess of 100 pounds from or into a car trunk. Any tool or equipment hauled must be cleaned by the employee who used it. A 6 mil plastic bag shall be provided upon request to any employee hauling the sewer machine. Members driving their own vehicles on Board business will not be required to transport drain cleaner, coil cleaner or muriatic acid if those substances have been removed from their original containers.
- F.** Parking facilities shall be available to all employees on an equal basis.
- G.** Employees in this bargaining unit shall be reimbursed for driving their personal vehicles for official Board business in accordance with the following rate: the established I.R.S. amount in effect as of July 1, which shall be the rate for the ensuing fiscal year.

Reimbursement for carrying tools and/or reasonable amounts of materials shall be at \$.25 per mile.

5.17 TOOLS, EQUIPMENT, AND SUPPLIES

- A. No Buildings Services employee shall be held responsible for the nonperformance of any task that is left undone because of lack of proper tools, equipment, or supplies. It shall be the responsibility of the employee to notify his/her immediate supervisor of the lack of proper tools to perform the job.
- B. Foul weather gear (raincoats and boots) will be made available to Maintenance, Grounds and Transportation employees for use during inclement weather. Coveralls will be available on an as needed basis to members of the asphalt crew.
- C. No employee shall be required to carry tools, equipment, or supplies in his/her personal vehicle, unless the vehicle is being used for Board purposes and he/she is being reimbursed for said use. No such employee shall be required to carry equipment or supplies of unreasonable size or weight.

**5.18 CLASSIFICATION OF BUILDINGS –
RE: BUILDINGS SERVICES EMPLOYEES**

- A. School buildings will be classified as to number of full-time and five (5) hour custodial employees assigned to the building. The classification will be:

Class I -- 1 – 2½ Employees

Class II -- 2 5/8 – 5½ Employees

Class III – 5 5/8 or more Employees
- B. Five (5) hour custodial help will be counted as 5/8 of an employee. Student help shall not count toward employees assigned.

5.19 CONTRACT CLEANING

- A. The successful bidder on all contract cleaning contracts shall be required to employ union workers to perform under the terms of its contract with the Board. All individuals, regular or seasonal, used by any such contract cleaner will be union members or eligible to join a union.
- B. A certified membership list shall be provided to the Union on September 1 and February 1.

5.20 WAREHOUSE

- A.** Work gloves, shop aprons and eye protection shall be provided to all warehouse employees required to check/clean batteries.
- B.** The Employer will provide the Union with a copy of each material safety data sheet received in the Office of Energy, Environmental Health & Safety.
- C.** The Purchasing Agent shall cooperate in determining needs for replacement help in the warehouse.
- D.** Individuals employed in the two (2) Child Nutrition Warehouse Worker positions would be expected to complete the following cleaning responsibilities within the Child Nutrition Central Distribution area on a daily basis or as instructed by the CNS Manager or Coordinator:
 - mop floors
 - upkeep of tow-motor/hand jack equipment
 - cleaning/reorganization of all freezer/cooler areas weekly
 - removal and cleaning of CDC outside sidewalks and steps of snow and placing salt or other appropriate solvents as directed or when needed
 - general sweeping/empty trash
 - clean two (2) restrooms
 - seal and wax floors (Christmas Recess/Spring Break and Summer Vacation)
 - loading dock--sweep and hose down

Individuals employed in the CNS Warehouse Worker position will follow a uniform dress code that meets HACCP and food safety codes as established by the Department of Health. Short pants are optional wear only when school is not in session.

- E.** Warehouse members working in a freezer shall receive a five (5) minute warm-up break outside of the freezer as needed.

5.21 MAINTENANCE DEPARTMENT UNIFORMS

- A.** Each Maintenance employee will have \$260.00 per year for uniform allowance. If the amount of your order exceeds your uniform allowance, the individual employee will be responsible to pay the difference. Current rental program includes the following: eleven (11) changes (i.e., eleven (11) pants and eleven (11) shirts) and two (2) medium weight jackets.

B. UNIFORM PANTS (LONG)

Relaxed-fit, washed, cotton, blue-denim jeans.

C. UNIFORM SHIRTS (TWO (2) STYLES)

1. Polo shirt – gray color, one pocket, cotton blend.
2. Button-down regular shirt (long or short sleeves) – gray color, 100% cotton, or cotton blend.

D. UNIFORM NAME TAG

Shirt pocket, clip-on identification badge, same style as Maintenance Foreman -- Each member will order two (2).

E. UNIFORM DRESS CODE POLICY

1. Short pants and gray t-shirts (one (1) pocket) are optional wear, when school is not in session.
2. Uniform shirts (t-shirts, polo shirt and button-down regular, long or short sleeve) will be optional wear for each maintenance employee.
3. Pocket clip-on identification badge will be worn during regular working hours.
4. Each member will be responsible for maintaining the uniform in an appropriate manner.
5. While on duty, employees shall wear the approved uniform in accordance with management directives and the exceptions stated above.

F. MAINTENANCE DEPARTMENT UNIFORM CONCERNS COMMITTEE MEETING SCHEDULE

Annual uniform replacement:

Color, fabric, and styles will be agreed on by the Uniform Committee in the month of May which shall be consistent with the current rental program.

G. UNIFORM PROGRESSIVE DISCIPLINE POLICY

Employees violating the uniform code will be subject to the progressive discipline procedure.

ARTICLE VI – GROUNDS SERVICES AND TRANSPORTATION SERVICES

6.01 JOB POSTINGS

The following jobs will be posted by March 1, or as soon thereafter as possible, for bidding by seniority by Grounds Maintenance Operator I, Job Code 250. All jobs not bid will be assigned by the foreman.

	<u>Total Employees</u>	<u>Number of Drivers</u>
1. Mail Truck		1
2. Mail Truck (one-half [1/2] day)		1
3. Furniture Van	2	1
4. Mowers		4
5. Dump Truck, #1 (Weld Shop)		1
6. Dump Truck, #2 (Black Top)		1
7. Dump Truck, #3		1
8. Dump Truck, #4 (Truck, Trailer, Roller)		1

If a need exists to assign an individual to assist as acting foreman, selection of any employee may be made without regard to the sign-up sheet.

6.02 GROUNDS SERVICES RESPONSIBILITY PAY

The following duty assignments shall pay one (1) hour responsibility pay—in accordance with 5.11 C.2:

Crew Chief
Backhoe
Front End Loader (snow removal only)
Bobcat (snow removal only)

When a summer crew includes two (2) or more casual help and the total crew consists of four (4) or more employees, a crew chief shall be designated by the foreman. Said crew chief shall receive one (1) hour responsibility pay. No more than one (1) employee shall receive responsibility pay for operating a specific piece of equipment per day which shall be the employee operating the equipment the greater part of the day.

6.03 BUS DRIVERS

A. BIDDING BUS RUNS

Initial routes will be available for inspection one day before selection.

1. Bus drivers (Job Code 252) shall have one (1) work day to bid their bus runs. Bus runs will be filled upon a seniority basis. Runs not filled shall be assigned by the Coordinator, Transportation Services, in reverse order of seniority. There will be only one (1) sign-up per year for bus drivers (Job Code 252).
2. Assignments for bus runs will be made prior to school opening.
3. Any Job Code 252 bus run that becomes open prior to March 1st will be posted and filled by bid, and any vacancy created by the bid will be filled by a new hire, within 30 days.
4. When no driver bids on a bus run, it may be assigned to the least senior driver who cannot reject the assignment.

B. AFTER-SCHOOL ACTIVITIES

After-school activities not designated at route sign-up are offered on the Extra Hours board, and driver selected shall drive for the duration of the activity.

C. FIELD TRIPS – EXTRA HOURS

1. Summer, evening and weekend field trips (hereinafter referred to as field trips) will be assigned a bus driver (Job Code 252).
2. Those employees who indicate that they do not wish to be offered these assignments shall not be included on the extra trip equalization chart. If, thereafter, such an employee desires to be added to the extra trip equalization chart, he/she shall be charged with the highest number of extra hours listed on the chart.
3. The extra trip equalization chart shall be posted on a bulletin board in an area available to all employees, and shall be brought current each pay period and posted weekly.

4. If an employee declines a field trip assignment or extra trip assignment, he/she shall be charged with the same number of extra hours as he/she would have accumulated had the assignment been accepted. The employee lowest in number of extra hours shall then be offered the assignment, and so on until the assignment is accepted. If no driver accepts the assignment, it may be assigned to the employee lowest in number of extra hours who cannot reject the assignment.
5. If a multi-day trip is offered, and the driver is not available certain days, the driver must turn down the entire trip or the remainder of the trip.
6. Extra hours accumulated on regular runs (any hours over five (5)) shall be included on the extra hours equalization chart.
7. Extra hours being charged in Transportation for Job Code 252 employees will terminate on June 30 and begin at zero (0) on July 1 of each year. The order of employees listed on the initial extra hours equalization chart each school year shall be based on seniority except when hours are accumulated between July 1 and start of school. A new or transferred employee shall assume the hours equal to the highest amount of hours of any employee in the same classification.
8. Summer runs will be bid prior to the end of the school year.
9. All modifications to a bus route shall be part of that bus route.

D. FIELD TRIP CANCELLATIONS

Bus drivers who are assigned to a field trip (run) during the regular school day and report to pick up students at the site, only to have the field trip (run) cancelled, will receive two (2) hours pay, at the appropriate rate, for the cancelled field trip.

Bus drivers assigned to field trips (runs) after 5:00 p.m. on school days or non-student days will receive a minimum of three (3) hours pay, at the appropriate rate, after the field trip (run) sheet is turned in and marked cancelled.

When field trips (runs) are cancelled in advance, the Coordinator, Transportation Services, shall attempt to contact the bus driver at least thirty (30) minutes prior to the scheduled field trip. If the bus driver is contacted at least thirty (30) minutes in advance, there will be no additional compensation.

E. GENERAL

1. Bus drivers (JC 252) shall be scheduled a minimum of five (5) hours per day, five (5) days per week, except when field trips require their services. Additional hours will be rotated among bus drivers (JC 252).
2. Field trips scheduled outside regular working hours will be posted at least two (2) work days in advance, if possible.

All 252 drivers on extra hour list are eligible for ortho trips after training is complete.

3. Drivers shall have the responsibility to report any operational defect to the Foreman, Transportation Services, who shall inspect said defect and see that it is corrected before allowing the vehicle on the road.
4. Buses that are assigned to a regular run shall be left on that run except when being repaired; or during the break-in period of a repaired or new bus; or passenger increase or decrease; or the needs of the run change. When possible, a driver will be assigned his/her regular bus on field trips.
5. A bus driver shall not be required to lift a student whose weight combined with his/her orthopedic devices exceeds ninety (90) pounds, except in emergency.
6.
 - (a) School bus drivers will be furnished a copy of "Ohio Pupil Transportation Rules and Regulations" and any Board or department rules and regulations.
 - (b) A bus driver may request a list of student riders from the principal of a school, commencing after October 1st, and no more than once a month.
 - (c) The employer shall conduct a mandatory annual safety meeting of all drivers. The meetings shall be conducted during normal working hours of the drivers, but may occur on a teacher inservice day (s).
 - (d) All Job Code 252 drivers, at their request, will be offered an annual orientation course on the operation of orthopedic buses.

7. School Bus Incident Report to Parents form shall be used to report concerns about behavior of students on school buses.
 - a. Driver will initiate the form when a student displays misconduct on a bus.
 - b. School principal will take appropriate action and respond to the driver with a written response, generally on bus incident report.
 - c. Failure of the school principal to respond in writing shall be just cause to report the matter to the Coordinator of Transportation Services who will refer the matter to the Human Resources Department.
8. The Employer shall require all new Bus Drivers (Job Code 252) to complete the pre-service school bus driver training program under the direction of the Ohio Department of Education. The Employer will assume the cost of the qualified instructor, unless the employee fails to complete a year of service with the Akron Public Schools.
9. If a driver is absent in the a.m., but drives in the p.m., that driver is available for the extra runs that evening. If driver is absent Friday PM, that driver is not available for Saturday trips.
10. An employee taking the C.D.L. test may receive up to one-half (1/2) day justifiable absence and, if necessary, may have the use of a Board vehicle.
11. The Extra Hour board will be used for all additional bus driver (JC 252) work.

6.04 EARLY MORNING MAIL ROUTE

The early morning mail route is driven by the Grounds Department.

6.05A COMMERCIAL DRIVERS LICENSE

Employees required to hold Commercial Drivers Licenses (CDL) shall be reimbursed the cost of the license at the current rate as soon as possible after a request is submitted.

6.05B BUS DRIVER RECERTIFICATION

Effective January 1, 2000, bus drivers who are required to be recertified shall be reimbursed, upon receipt, an amount not to exceed thirty-five (\$35.00) dollars for his/her recertification fee to include background check and textbook. Reimburse by December 31.

6.06 BUS DRIVER TRAINER

The bus driver trainer shall be compensated at the trainer's regular JC 252 rate for all training hours.

6.07 EQUIPMENT MECHANIC UNIFORMS

Employees (equipment mechanics, Job Code 262) shall receive navy blue uniforms (shirts and pants) from a single uniform vendor. The uniform will bear an Akron Public Schools logo or patch. The uniforms will be picked up, laundered and maintained in good repair by the vendor. An appropriate quantity will be supplied to ensure a fresh uniform every five (5) work days per employee. Two (2) pairs of coveralls will be issued annually to mechanics and mechanic helpers.

ARTICLE VII – USE OF BUILDING AND/OR FACILITIES

7.01 The term “use” as used in this Article VII shall be defined as use of a school building for a governmental, civic, educational, or recreational program, activity, or event authorized by the Board of Education, as set forth in the definition of “school use” on page 7 of the December 15, 2003, Cooperative Agreement between the City of Akron and the Board of Education, or any subsequent amendments or modifications thereto (“Cooperative Agreement”). “Use” as used in this Article VII shall not include “city-use” or “auxiliary-use” as those terms are defined in the Cooperative Agreement, unless otherwise expressly stated.

7.02 Use of school buildings after regular school hours (as defined in the Cooperative Agreement) will require the issuance of an approved permit. No use of any school shall be scheduled unless a permit is issued by the Business Affairs Office or the school principal.

- A.** All such use shall be directly supervised by an adult. No pupil shall be left in charge of any activity. No pupil shall be permitted in the building until a principal or teacher has arrived and assumes the responsibility for pupils.
- B.** All permit holders shall be responsible for seeing that the building is cleared of all persons attending the activity at the stated closing time of the permit. The permit holder or his/her agent shall not leave the premises until all those in attendance have departed.
- C.** No employee shall have his/her shift temporarily rescheduled to accommodate the use of any school building without the employee's permission.

7.03 PRINCIPAL PERMITS

- A.** The term “principal’s permit” as used in this Article VII shall mean a principal’s permit as that term is defined in the current (as of the date of ratification) Board’s Administrative Procedures for Use and Rental of Facilities, or any subsequent amendments or modifications made thereto by the Board or the Business Affairs Office in compliance with Section 5.08(B) of this Agreement.
- B.** Principal’s permits are granted without custodial service during the time the permit is in effect.
- C.** Areas used for principal’s permits shall be cleaned pursuant to the assigned custodian’s regularly posted schedule.

7.04 BUSINESS AFFAIRS OFFICE PERMITS

- A.** The term “Business Affairs Office permit” as used in this Article VII shall mean a Business Affairs Office permit as that term is defined in the current (as of the date of ratification) Board’s Administrative Procedures for Use and Rental of Facilities, or any subsequent amendments or modifications made thereto by the Board or the Business Affairs Office in compliance with Section 5.08(B) of this Agreement.
- B.** No custodial service shall be provided for Business Affairs Office permits unless requested by the Executive Director of the Business Affairs Office or his/her designee. Any employee required to render any service in connection with a Business Affairs Office permit during his/her regular shift shall have his/her work schedule adjusted accordingly, as determined by the Executive Director of the Business Affairs Office or his/her designee.
- C.** Areas used for Business Affairs Office permits shall be cleaned pursuant to the assigned custodian’s regularly posted schedule.

7.05 CITY-USE AND AUXILIARY-USE

- A.** The Business Affairs Office may require that custodians provide custodial service on an as-needed basis as a result of “city-use” or “auxiliary-use” (as those terms are defined in the Cooperative Agreement) of school buildings or facilities.
- B.** Any employee required to render any service in connection with city-use or auxiliary-use during his/her regular shift shall have his/her work schedule adjusted accordingly, as determined by the Executive Director of the Business Affairs Office or his/her designee.

C. Areas used for city-use or auxiliary-use shall be cleaned pursuant to the assigned custodian's regularly posted schedule.

7.06 The following Board-sponsored athletic activities shall require the services of an additional custodial employee:

A. For all boys and girls varsity basketball City Series double headers. Double header is defined when the varsity teams from four (4) different schools play on the same program or games in which two (2) varsity teams play on the same program.

B. For any boys or girls freshman or stand alone junior varsity basketball game which is scheduled to conclude after 7:30 p.m.

C. For City Series volleyball games scheduled to conclude after 7:30 p.m. on Mondays through Fridays. A custodial employee will be required to perform one (1) hour setup and takedown for all volleyball games.

7.07 Nothing in this Article shall be construed to be a waiver of any rights granted to employees of this bargaining unit pursuant to O.R.C. Chapter 4117.

ARTICLE VIII – GRIEVANCE PROCEDURES

8.01 A Concerns Committee shall be created in the interest of settling complaints before they become grievances. The committee shall consist of any and/or all Union officers and stewards, as identified by the Union, and any staff required by the Employer. The committee shall meet as needed.

Board or Union representatives wishing to change a decision of the Concerns Committee shall notify the Human Resources Department or Union. The decision will be reviewed at a future Concerns Committee meeting. Any disciplinary action resulting from the decision of the Concerns Committee shall not be implemented until after the review has taken place.

8.02 An “aggrieved” person is an employee having a grievance.

8.03 A grievance is defined as an alleged violation, misinterpretation or misapplication of a specific term or provision of this negotiated Agreement.

Relief may be sought for a claim based on a working condition through an informal direct contact between the employee and the next higher administrator above the supervisor that caused the alleged claim. Such claims may be appealed to the Executive Director, Human Resources or his/her representative. Local 100 may represent the employee at any stage of the procedure.

8.04 The purpose of the grievance procedure is to secure, at the lowest possible level, proper solutions to grievances.

A dispute arising between any employee and the employer shall be handled initially by direct contact between the employee and his/her supervisor. If not settled in this manner, a grievance then may be written by the employee stating the basis for the grievance.

8.05 In order that grievances may be processed as rapidly as possible, the number of days indicated at each level are maximum. Every effort shall be made to expedite the procedures; however, the time limits may be extended by mutual agreement of both parties.

8.06 The aggrieved person or persons may be represented at all stages of the grievance procedure by any person of his/her own choosing.

8.07 The Union shall have the right to have its representatives at all stages of the specified grievance procedure.

8.08 If the written grievance procedure is not initiated within fifteen (15) days after the aggrieved person knew, or should have known, of the event or condition upon which it is based, the grievance shall be considered waived, except for those grievances that are continuing in nature.

8.09 GRIEVANCE SHALL BE RESOLVED AS FOLLOWS:

A. LEVEL I

The aggrieved person shall file a grievance in writing with his/her supervisor with copies to the Union and the Executive Director or his designee. The supervisor shall, within five (5) work days after receiving the grievance, meet with the aggrieved person and submit a written answer to the grievance within five (5) work days to the Executive Officer or his/her designee with copies to the Union and the aggrieved person.

B. LEVEL II

1. If the grievance is not resolved at Level I, the Union at the direction of the member shall, within ten (10) work days after receipt of the Level I Response, refer the matter in writing to the Executive Director.

The Executive Director or his/her designee shall, within ten (10) work days after receipt of the Level II referral, meet with the aggrieved person and his/her representative and submit a written answer to the Level II

referral to the aggrieved person and his/her designee, within five (5) work days.

2. If the written grievance is not referred to Level II within ten (10) work days after receipt of the Level I response, the grievance shall be considered waived.

C. LEVEL III – MEDIATION

1. The Union may, within fifteen (15) work days after receipt of the Level II response, notify the Executive Director, Human Resources or his/her designee, of the intent to submit the grievance to arbitration, or by mutual agreement of the parties, submit the issue (s) to grievance mediation. Submission of an issue to grievance mediation shall toll the timelines for arbitration. The parties will attempt to identify joint stipulations of facts and issues for submission to mediation or arbitration.

Grievance mediation procedures shall be as follows:

1. The parties shall mutually agree to a panel of three (3) mediators on an annual basis, July 1 through June 30.
2. A mediator, from the panel, shall be selected on a rotating basis depending upon availability, to hear grievances.
3. The mediator shall schedule a meeting within five (5) work days of the receipt of a referral. The mediator shall utilize any procedures acceptable to the parties to attempt to reach a resolution of the grievance.
4. The mediator, at the conclusion of the mediation meeting, shall issue an oral opinion on the resolution of the grievance which if acceptable, may be memorialized by the parties.
5. If the grievance remains unresolved following mediation, the Board, the President, or designee, will notify the other party within five (5) work days and may immediately submit the grievance for arbitration under the steps provided in this section.
6. The comments and opinions of the mediator, and any settlement offer put forth by either party, shall not be admissible in any subsequent arbitration of the grievance, nor be introduced in any future grievance proceedings.
7. Costs for the mediation shall be shared equally by the Union and the Board.

D. LEVEL IV – ARBITRATION

1. The Union may, within fifteen (15) days after receipt of the Level II response or the Level III response if mediation was used, to notify the Executive Director, Human Resources, or his/her designee, of its intent to submit the grievance to arbitration, and request a list of arbitrators from the Federal Mediation and Conciliation Service.
2. Within five (5) days of receipt of such a list, a Union representative and the Executive Director, or his/her designee, shall select an arbitrator by alternately striking names from said list until only one (1) name remains. The striking of the first name shall be determined by the tossing of a coin.
3. The arbitrator shall report his/her recommendation to the parties as expeditiously as possible. Thereupon, each party shall accept or reject the arbitrator's recommendation within (15) work days by official action.
4. Cost incurred by the arbitrator shall be shared equally by the Union and the Employer.

ARTICLE IX – RIGHTS OF THE UNION

9.01 CONFERENCE AND UNION ACTIVITIES

The Employer shall authorize up to a total of twenty-five (25) days with pay per year for members of the Union selected to serve on programs or in any official capacity at Union meetings. Additional days beyond twenty-five (25) may be authorized to members elected or selected to serve as officers or delegates to the National Conference of Firemen & Oilers, the Council of Ohio School Unions, the Ohio AFL-CIO, the Akron Labor Council, or any legitimate labor group, to which the Union is affiliated. Requests for such authorized leave shall be made to the Executive Director.

9.02 AGENCY SHOP/FAIR SHARE FEES--CHECK-OFF DUES

- A. Full-time employees covered by Article II, Section 2.01 of this Agreement shall be required to either become a member of the Union or pay a fair share fee as a condition for retaining employment with the Akron Public Schools.
- B. As of the effective date of this Agreement, or sixty (60) days after being hired, whichever is later, any employee covered by this Agreement who chooses not to become a member of the Union shall be obligated to pay to the Union a monthly fair share fee in accordance with applicable law. Monthly fair share fee payments shall also be made by an employee who is currently a member of the Union but who discontinues membership in the Union during the term of this Agreement.

- C. The monthly fair share fee referred to above shall not exceed the amount of regular monthly dues charged to Union members.
- D. In accordance with applicable law, the Union shall determine, upon request by a non-member, the amount of rebate to which non-members will be entitled.

The Union agrees to advise the Employer and each non-member annually in writing of its internal rebate procedures. The Union further agrees to provide written notice to the Employer and to each non-member of any changes in said rebate procedures which become effective during the term of this Agreement.

- E. The Employer shall deduct from the pay of each member of the Union, who has authorized such deduction, such monthly dues as the Union's Constitution and Bylaws may provide. Deductions shall be made from two (2) pays each month with one-half (1/2) of the established monthly dues withheld from each pay. The Employer shall transmit to the Union, prior to the end of each month, all monies withheld during that month along with an accounting as to each amount withheld and from whom it was deducted.
- F. Fair share fees under this provision shall be deducted by the Employer from the payroll checks of non-member employees and forwarded to the Union on a bi-weekly basis in the same manner as regular membership dues are deducted and forwarded by the Employer for Union members, except that written authorization for such deductions shall not be required from non-member employees.
- G. Any employee covered by this Agreement who has been declared by the State Employment Relations Board to be exempt from becoming a member of or financially supporting a public employee organization for religious reasons pursuant to Ohio Revised Code 4117.09 (C) shall not be required to join or financially support the Union as a condition of employment. Any such employee shall be required to pay, in lieu of the fair share fee described above, an amount of money equal to such fair share fee to a non-religious charitable fund exempt from taxation under Section 501 (C) (3) of the Internal Revenue Code, the specific organization to be agreed upon by the employee and the Union. In addition, any such employee shall furnish to the Union written receipts evidencing the monthly payment of such amounts. In the event any such employee fails to make such payments or fails to furnish such receipts, said employee shall be subject to the same sanctions as an employee who has failed to pay membership dues or fair share fees hereunder.
- H. The Union hereby indemnifies the Employer against any and all claims, demands, suits, and any and all other forms of liability which may arise by reason of the Employer's action in deducting and forwarding union dues, initiation fees, assessments and/or fair share fees pursuant to this provision.

9.03 USE OF SCHOOL MAILS AND BULLETIN BOARDS

- A.** The Union shall have the exclusive authorization to use the school mails for official Union matters pertaining to employees.
- B.** The Union shall be permitted use of the bulletin boards in each building for the posting of notices concerning official Union business.

9.04 UNION BUSINESS

The Union may conduct Union business other than membership meetings on school property during the hours of employment, provided prior approval has been obtained from the Executive Director or his/her designee. The conduct of such business shall not interfere with the operation of the Akron Public Schools, nor hinder any employee's scheduled work. When requested by an employee, authorized representatives, elected officers or stewards may visit work sites provided prior approval has been obtained.

9.05 RELEASED TIME FOR UNION STEWARDS

- A.** The Union shall designate not more than ten (10) stewards and shall so notify the Executive Director. The Union shall hold not more than one (1) stewards' meeting per month; those stewards who are on duty at the time of the meeting shall be released by the administration to attend without loss of pay. Such meetings shall be scheduled after 4:30 p.m.
- B.** The Executive Director may authorize released time for a steward to visit a work site when requested by an employee to attempt to resolve a grievance that is of an emergency nature.
- C.** Stewards or officers absent due to Union associated business shall be eligible for any scheduled overtime on that day or on weekends in case of Friday absences.

9.06 NEW HIRES LIST

The Employer shall furnish to the Union, within a week of their approval by the Board, a list of all new hires. The Employer also shall furnish, within a week after their transfer or the initial assignment in the case of new hires, a complete list of employees transferred. The list shall include the prior assignment and the new assignment.

- 9.07** If the Employer agrees to a new provision in negotiations with another recognized bargaining representative which causes a change in this Agreement, then the Employer must secure the agreement of the Union before such change is put into effect. Employee work shifts or schedules may not be altered through negotiations with any other recognized bargaining representative. This clause does not preclude the Employer from

changing employee work shifts or schedules on its own initiative to meet the needs of the school system.

9.08 Any changes in classifications shall be discussed with the Union before being submitted to Civil Service.

9.09 LAYOFF

When it becomes necessary to lay off an employee, such action will be carried out according to City of Akron Civil Service procedures, Rule 11: Layoff, Displacement and Recall. A member notified that he/she will be laid off may displace a member in a lower classification with less seniority. All layoffs shall be by reverse seniority. The most senior member on a department's recall list shall be recalled to fill a vacancy within that department before any laid off member from another department is recalled. A laid off member shall have thirty (30) calendar days to prove he/she can perform in the new classification.

Hospitalization and insurance coverage shall be for the remainder of the month in which the layoff notice is served, plus one month.

9.10 The Office of Buildings and Grounds Services will forward mail from the Union to itinerant custodians and nine-month custodial workers assigned to that office.

ARTICLE X – SALARY

10.01 SALARY SCHEDULE

A. The Akron Board of Education agrees to the following condition of settlement with the National Conference of Firemen & Oilers, Local No. 100 Maintenance, Buildings, Grounds, Warehouse and Transportation Employees effective July 1, 2010 through June 30, 2012.

1. July 1, 2010

a. The salary schedule for the 2010-11 school year shall remain the same as the salary schedule in effect for the 2009-10 school year.

b. All bargaining unit members employed as of November 1, 2010, will receive a one-time lump sum payment equal to two percent (2%) of the employee's 2010-11 regular salary. The lump sum payment shall be made to those members who are employed by the District on the date said payment is made which shall be made not later than December 31, 2010. Members whose primary

assignment is under one of the job codes listed below shall receive the lump sum payment.

250	275	290	306	344
256	284	291	307	346
259	285	292	325	347
260	286	294	332	352
262	287	295	334	
272	288	296	338	

For purposes of calculating the wages earned on which two percent (2%) will be applied, excluded from the wages earned during the 2010-2011 school year are all payments for overtime, additional pay, and bonus day payments.

The one-time payment shall be calculated for job code 252 using the following formula:

$$\begin{aligned}
 &5 \text{ hours} \times 176 \text{ days} = 880 \text{ hours} \\
 &880 \text{ hours} \times (\text{Employee's Hourly Rate}) = y \\
 &y \times 2\% = \text{One-Time Payment Amount}
 \end{aligned}$$

Excluded from the calculation are overtime, additional payments, and bonus day payments.

2. July 1, 2011

The salary schedule for the 2011-12 school year shall remain the same as the salary schedule in effect for the 2009-10 school year.

- B.** Total annual salary or salary per pay period for each employee shall be the salary otherwise payable under this Agreement (as amended). The total annual salary or salary per pay period of each employee shall be payable by the Employer in two (2) parts: (1) deferred salary and (2) cash salary.

An employee's deferred salary shall be equal to that percentage of said employee's total annual salary or salary per pay period which is required from time to time by the Ohio School Employees Retirement System (SERS) to be paid as an employee contribution by said employee and shall be paid by the Employer to SERS on behalf of said employee as a "pickup" of the SERS employee contribution otherwise payable by said employee. An employee's cash salary shall be equal to said employee's total annual salary or salary per pay period less the amount of the pickup for said employee and shall be payable, subject to applicable payroll deductions, to said employee. The Employer's total combined expenditures for employees' total annual salaries or salaries per pay period

otherwise payable under this Agreement, as amended, (including pickup amounts) and its Employer contributions to SERS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

The Employer shall compute and remit its Employer contributions to SERS based upon total annual salary or salary per pay period, including the “pickup.” The Employer shall report for federal and Ohio income tax purposes as an employee’s gross income said employee’s total annual salary or salary per pay period, less the amount of the “pickup.” The Employer shall report for municipal income tax purposes as an employee’s gross income said employee’s total annual salary or salary per pay period, including the amount of the “pickup.” The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.

The “pickup” shall be included in the employee’s total annual salary or salary per pay period for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or for any other similar purpose.

The “pickup” shall apply to all payroll payments made after the adoption of this Agreement.

10.02 SALARY PROVISIONS

The following salary provisions will be applied in establishing the salary rate for employees.

A. Employees qualifying for, and appointed to, a higher classification other than foreman or supervisor will be paid at Step 0 of the higher classification, except the employees in the Buildings Services section. The assistant custodian who is at the highest salary step and is promoted to a custodian classification shall advance to Step 1.0 of the salary schedule in the new classification. An assistant custodian not at the highest salary step in his/her classification will be paid at Step 0 of the higher classification to which he/she is promoted as custodian.

B. INCREMENTS

A new employee shall be eligible for annual increments on the following schedule:

- a. An employee hired between July 1 and December 31 shall be eligible for a full increment on July 1 of the following year.
- b. An employee hired between January 1 and June 30 shall not be eligible for an increment on July 1 of the year employed.

C. LONGEVITY ADJUSTMENTS

1. An employee's years of service for longevity pay purposes will be calculated on full-time, continuous, complete years of service with the Board.
2. Years of service for longevity pay shall be calculated as follows:
 - a. An employee hired between July 1 and December 31 shall have an employment date for longevity of January 1.
 - b. An employee hired between January 1 and June 30 shall have an employment date for longevity of July 1.
 - c. Leave of absence approved by the Board shall count as continuous service for longevity pay.
3. Five (5) hour employees eligible for longevity pay shall receive longevity pay in accordance with the following schedule.

16 years	\$1,108.38
20 years	\$1,218.47
24 years	\$1,344.72

4. All other Maintenance, Buildings, Grounds, Warehouse and Transportation employees eligible for longevity pay shall receive longevity pay in accordance with the following schedule (longevity amounts are not cumulative):

after 16 years – 10 % of maximum for employee's job code
after 20 years – 11 % of maximum for employee's job code
after 24 years – 12 % of maximum for employee's job code
after 27 years – 13 % of maximum for employee's job code

D. WAGE ME-TOO

A two percent (2%) across-the-board wage increase will be implemented effective March 1, 2006. (NOTE: The first sentence of this subsection will be rescinded as of midnight June 30, 2006.) The parties agree that the same percentage increases to the BA-0 Base Salary as implemented for the Akron Education Association (AEA) effective July 1, 2006, and July 1, 2007, shall be implemented at the same time as an across-the-board wage increase to the wage schedule for each year of this Agreement.

***E. SETTLEMENT OF “ME TOO” CLAUSE**

A one-time payment to any member who was on the APS payroll during the 2006-2007 school year in the amount of 1% of the member’s regular earnings in 2006-2007. The 1% is based on regular salary and is not to include additional monies earned during the year.

ARTICLE XI – FRINGE BENEFITS

11.01 HEALTH BENEFITS ADVISORY COMMITTEE

The Superintendent shall establish a Health Benefits Advisory Committee. The composition of the Committee shall include: five (5) members of the administrative staff appointed by the Superintendent; the President or his designee; and bargaining unit members appointed by the respective unit presidents on the basis of one (1) member for every five hundred (500) members or fraction thereof represented by the bargaining unit.

The purpose of the committee is to allow joint consultation on matters concerning hospitalization, major medical, prescription, dental, vision and term life insurance coverage.

Any Health Benefits Advisory Committee member organization may retain, at its own cost and for its own purposes, a health care consultant who may attend Committee meetings.

Such consultation shall include, but is not limited to: monthly monitoring of all plan costs, including claims; quarterly reviews to insure effective and efficient fringe benefit expenditures; quarterly reviews of plan performance objectives; and, annual reviews of coverage options and utilization studies and claim audits.

The committee shall determine its own meeting schedule, and shall make annual recommendations to the Superintendent regarding any aspect of the fringe benefits package.

Information on new classifications of drugs shall be shared with the committee within thirty (30) days.

The Health Benefits Advisory Committee shall meet regularly during the term of this Agreement. Not later than July 1, 2011, the Committee shall identify and approve changes in the health care plan, effective July 1, 2012, which amount to a projected savings to the Board of \$2.0 million. These changes shall occur in one or a combination of the following areas: prescription co-pays, mandatory mail-in for maintenance drugs, office visit co-pays, single and family annual deductibles and monthly premiums (in dollar amounts). The Committee, by consensus, may expand the list of areas. The

Board's health care consultant shall participate in the meetings and shall provide estimates of cost savings to the Committee based on various changes to the plan similar in format to that provided during the 2005 negotiations. The data to be used by the Committee shall be finalized and provided to the Committee not later than November 30, 2010. The consultant shall provide the committee with data supporting the estimated savings as well as other information s/he may be expected to routinely keep in her/his capacity as the Board's health care consultant. Should the parties fail to meet the July 1, 2011 (Health Care Plan) deadlines, the parties agree that the issue will be submitted to an arbitrator selected from a list of seven (7) names provided by the American Arbitration Association selected using the alternate strike process. The arbitrator shall have the binding authority to determine the \$2.0 million cuts to the health care plan.

Wellness Plan

As soon as possible, but no later than January 1, 2011, the Health Benefits Advisory Committee shall determine the components of a Wellness Program which shall incorporate those components established by the School Employees Health Care Board in OAC 3306-2-03(A) designed to improve the health of the District employees and that will result in both short-term and long-term projected savings in health insurance costs. The Wellness Plan shall become effective on July 1, 2011.

Should the Committee be unable to reach consensus (agreement by all members of the Committee) regarding the components of the Wellness Program by the prescribed deadlines, the parties agree that the issue will be submitted to an arbitrator selected from a list of seven (7) names provided by the American Arbitration Association using the alternate strike process. The arbitrator shall have binding authority to determine the components of the Wellness Plan.

Savings

Any and all mandatory Best Practices adopted by the School Employees Health Care Board (SEHCB) will be implemented within ninety (90) days of passage by the state legislature and will be independent of the agreed upon \$2.0 million in savings as described above.

11.02 HOSPITAL, SURGICAL AND MAJOR MEDICAL INSURANCE

The Employer agrees to make available through June 30, 2008, a hospitalization, surgical, major medical, term life insurance, dental (the equivalent of Delta Stance IV B), vision and prescription insurance program for full-time employees and their eligible dependents.

A. Hospital, Surgical, and Major Medical Insurance shall be provided unless the member notifies the Board's Insurance Department of his intent not to be provided such coverage. Employee's share of premium shall be zero percent (0%) for the 2005-06 school year, and shall be the same percentage as the employee share paid by members of the AEA bargaining unit for the 2006-07 and 2007-08 school years remitted by payroll deduction.

B. Such insurance will be subject to the below:

1. Preferred Provider Organizations (PPO) health care coverage will be offered as follows:

Deductible						Out-of-Pocket Maximum		
Network		Non-Network		Coinsurance %		Office Visits	Single	Family
Single	Family	Single	Family	Network	Non-Network			
\$150	\$300	\$300	\$600	100%	80%	\$10.00	\$1,100	\$2,200

2. Employees currently enrolled in a traditional indemnity insurance will be offered the opportunity to open enroll into one of the PPOs or the HMO. Such options for PPOs and HMO will be the plans offered to members of the AEA bargaining unit and shall be offered to members of the bargaining unit under the same terms.

C. When both husband and wife are employed by the Board, the Board shall provide primary insurance coverage to only one of the spouses. The other spouse may be enrolled only as a dependent. (Note: This provision only shall be implemented at the same time as the same or similar change is implemented for the AEA bargaining unit.)

D. For members enrolled under the health coverage program, there shall be included a Second Surgical Opinion and Pre-Admission Certification program. The Pre-Admission Certification program shall exclude any notification requirements in the event of emergency admittance.

E. Members enrolled under the health coverage program shall be provided a vision insurance program with the same terms, benefits, co-pays, and deductibles as offered to members of the AEA bargaining unit for the 2005-06, 2006-07, and 2007-08 school years.

F. Members enrolled under the health coverage program shall be provided a dental insurance program with the same terms, benefits, co-pays, and deductibles as offered to members of the AEA bargaining unit for the 2005-06, 2006-07, and 2007-08 school years.

Prescription Insurance

- A. The Board shall provide a Family Coverage program of prescription insurance based upon the following co-pay amounts, with an out-of-pocket co-pay amount maximum of Nine Hundred Dollars (\$900.00):

Generic	Name Brand Co-Pay	Out-of-Pocket Maximum
\$5	\$15	\$900

- B. The Plan shall cover oral contraceptives regardless of medical necessity.
- C. The Board may provide prescription insurance through a preferred provider arrangement with any provider who has at least fifty (50) outlets available throughout the greater Akron area.
- D. When husband and wife are employed by the Board, the insurance carrier shall issue identical prescription cards to each. Both cards shall provide for family prescription coverage.
- E. Co-pays apply once to each 90-day mail order.

11.03 FRINGE BENEFITS FOR NEW HIRES

Fringe benefits will be provided to new employees upon completion of their satisfactory forty-five (45) calendar day probationary period and BCII background check, if required. The employee will be enrolled in a PPO of their choice during the first year and will be allowed to change during open enrollment periods. HMO optional.

11.04 WAIVER OF INSURANCE

Any member of the bargaining unit who is eligible for health insurance benefits may elect to withdraw from the insurance program. The insurance program is defined as Hospitalization, Major Medical, Prescription, Dental, Vision and Term Life Insurance.

Opting Out of Health Insurance

An employee may elect to “opt-out” of the Board-provided hospitalization and major medical insurance coverage. An employee who elects to opt-out shall be compensated as follows:

- An employee whose spouse is also an Akron Public Schools employee may opt-out and be compensated in the amount of \$600.00, less appropriate tax deductions, per year at the end of an entire year for which he/she did not have coverage.

- An employee who can show proof of insurance coverage may elect not to be covered by Board insurance. The employee shall be compensated in the amount of \$1,500.00, less appropriate tax deductions, per year at the end of an entire year for which he/she did not have coverage.
- The opt-out shall occur during the open enrollment period (currently May) and can be rescinded before the next open enrollment only when a triggering event occurs. A triggering event may include loss of coverage from the other source, a change in marital status through death, divorce, marriage or if a spouse loses her/his present insurance coverage.

It shall be the responsibility of the employee to notify the Insurance Office in writing during the annual Open Enrollment Period for Insurance Coverage (currently May) of the desire to withdraw from the insurance program for the next enrollment year. Approval of requests to withdraw from the program that are received outside the Open Enrollment Period shall be at the discretion of the Superintendent or his designee.

Payment shall be made to the employee in a separate check at the end of the year of non-participation. However, if employment is severed prior to the end of the year of non-participation, or if re-enrollment occurs per the provision stated above, the employer will pro-rate the amount of the stipend to reflect the number of months of non-participation.

11.05 TERM LIFE INSURANCE

The face valuation of the policy will be one and one-fourth (1¼) times the employee's annual salary, rounded to the nearest \$1,000.00. The annual salary is defined as the basic contract rate not including supplemental contracts or other additional payments.

Employees shall be permitted to purchase additional term life insurance for themselves, their spouses, and their dependents, subject to approval of the carrier.

Insurance shall be purchased in increments of \$5,000 and shall cost the employee the per thousand rate charged the Board by the carrier.

There shall be an annual September enrollment period for purchases of such term life insurance. Payment for the insurance shall be through payroll deduction in ten (10) equal payments commencing with the first full pay in November.

11.06 THEFT AND VANDALISM

The Board agrees to establish a Theft and Vandalism Fund in the amount of \$2000. This fund shall be maintained annually at the beginning of each school year at the above-stated amount.

Members may make application to the Theft and Vandalism Fund for reimbursement of any personal insurance deductibles resulting from claims submitted for job-related theft and/or vandalism. Members may also apply for reimbursement for any documented job related theft or vandalism that has been submitted under an insurance policy and denied coverage under a specific exclusion.

Application for reimbursement shall be made to the Office of Staff Relations, Department of Human Resources, which shall authorize payment through the Treasurer's Office. Documentation of the deductible payments shall be submitted with the application of reimbursement. In the case of a claim specifically excluded by the member's insurance policy, a statement from the insurance company stating the exclusion shall be submitted with the application.

In addition to theft and vandalism, the fund may be used to reimburse any property loss suffered by a member resulting from circumstances beyond the member's control. Questions concerning the appropriateness of reimbursement under these circumstances shall be decided by the MOT Concerns Committee and the Office of Staff Relations.

Reimbursement shall be made to members each year only so long as the fund is not depleted.

11.07 HEALTH SCREENING PROGRAM

The Board shall provide annual health screenings for all members at no cost.

11.08 SECTION 125 (IRS) BENEFIT PREMIUM ONLY PLAN

Effective January 1, 1994, or as soon thereafter as practicable, the Board shall make a Section 125 (IRS) Benefit Premium Only Plan available to all employees for the purpose of deducting employee premium contributions on a pre-tax basis for health benefits.

11.09 INCOME PROTECTION INSURANCE

Payroll deductions for income protection insurance shall be provided by the Employer for all employees.

11.10 TAX SHELTERED ANNUITIES

The Employer shall provide a reduction of salaries to all employees who wish to participate in a tax sheltered annuity program. The various annuity carriers shall not be permitted to solicit individual employees during the workday or on Board property. The Board and the Treasurer shall assume no obligation, financial or otherwise, arising out of any payroll deduction plan.

11.11 ACCIDENT INSURANCE

The Employer will provide accident insurance to protect bus drivers from legal action due to personal injury to pupils.

11.12 DEDUCTIONS FOR TOWPATH CREDIT UNION

Payroll deduction for Towpath Credit Union and the United Teachers Association (UTA) shall be provided by the Employer for all employees who are eligible and who request such deductions.

11.13 SEVERANCE PAY

The Employer shall provide severance pay for those employees who retire from the Akron Public Schools under service provisions of the School Employees Retirement System. The employee must apply for severance pay within three (3) years of his/her last work day with the Board. Excluded from this benefit shall be any employee who is convicted of a felony.

A. Such pay shall be determined as follows:

An employee who qualifies for severance pay shall receive twenty-five percent (25%) of said employee's accumulation of unused sick days.

*In the event of the death of a member, the employer agrees to pay severance benefits to the member's estate regardless of retirement eligibility.

*425 days maximum

B. An employee shall receive two (2) days of severance pay credit for each year said employee had perfect attendance commencing July 1, 1976.

C. Sick days accumulation for severance pay computation shall only include those days earned as an employee of the Akron Public Schools.

- D. Perfect attendance shall be defined as the employee's non-use of sick days between July 1 and June 30 of each year.
- E. Upon applying for severance pay benefits, members shall furnish to the Board a copy of their initial retirement check from the School Employees Retirement System. Members shall elect (1) to receive severance pay within two weeks after submitting their application to the Treasurer, or (2) deferring severance payment until the first payroll period of the next calendar year. Members are advised to consult their tax advisor concerning any tax implications related to selecting either option.

11.14 EMPLOYEE ASSISTANCE PROGRAM

An Employee Assistance Program shall be made available to employees.

11.15 EMPLOYEE WELLNESS PROGRAM

An Employee Wellness Program shall be made available to employees.

11.16 NONRESIDENT MEMBERS CHILDREN ENROLLMENT

Nonresident members shall have the right to enroll their dependent children in any Akron Public School subject to the provisions of inter and intradistrict open enrollment policies and guidelines, and the provisions of the Ohio Revised Code.

11.17 COMPENSATORY TIME

An employee may request and accumulate a maximum of eight (8) hours of overtime, which is equivalent to twelve (12) hours of compensatory time.

The compensatory time is in lieu of payment as overtime.

The request to accumulate compensatory time shall be made in advance of working the overtime. Except in unusual circumstances, the request to accumulate compensatory time must be made prior to the regular date for which overtime is normally submitted.

The employee shall use the compensatory time within forty-five (45) calendar days of accumulation. This day must be taken at a time other than immediately prior to or after a scheduled holiday or vacation.

The request to use the compensatory time must be filed in writing and in advance of the requested date.

11.18 PURCHASE OF SERVICE CREDIT

Employees may purchase service credit on a payment schedule per SERS guidelines.

ARTICLE XII – NEGOTIATION PROCEDURES

- 12.01** Negotiations for a new Agreement covering salaries, fringe benefits and working conditions may be initiated by either party. A written notice shall be directed to the President or Executive Director at least seventy-five (75) days prior to contract expiration. Meetings between the Union and the Executive Officer shall, unless otherwise agreed upon, be scheduled outside the regular school day.
- 12.02** Within five (5) work days after the receipt of said written request from either party, the Executive Officer shall schedule a meeting.
- 12.03** Both parties shall make every effort to conclude negotiations satisfactorily through the foregoing steps within seventy-five (75) work days from the time of receipt of the original written request referred to in paragraph 12.01 hereof.
- 12.04** During the process of negotiations, only such information as is mutually agreed upon in writing shall be distributed or given to the news media.
- 12.05** The chairman of either negotiating committee may recess his/her committee for independent caucus at any time.

ARTICLE XIII – AGREEMENT

- 13.01** When the participants reach tentative Agreement on a proposal, such Agreement shall be reduced to writing and signed by representatives of the committees. Within fifteen (15) work days after overall tentative Agreement is reached, the Union shall submit the tentative Agreement for ratification. If the tentative Agreement is ratified, then, upon written certification by the Union of such ratification to the Superintendent, the Board shall consider adoption of the tentative Agreement at its next meeting. The Board may also elect to defer consideration of the tentative Agreement to the following meeting when seventy-two (72) hours have not passed between written notification of Union ratification and the next Board Meeting.

ARTICLE XIV – IMPASSE DISPUTE SETTLEMENT PROCEDURE

- 14.01** The parties to this agreement are the Akron City School District Board of Education and the National Conference of Firemen and Oilers, Local 100 (Maintenance, Buildings, Grounds, Warehouse and Transportation employees).

- 14.02** As permitted by Ohio Revised Code, Section 4117.14(E), the parties hereby agree to submit all disputed issues in connection with these negotiations to the alternative dispute settlement procedure set forth herein.
- 14.03** The parties shall make every effort to bring their negotiations to a successful conclusion within seventy-five (75) calendar days following the receipt of the written request referred to in Section 12.01. The parties may, by mutual written agreement, extend the above-referenced seventy-five (75) calendar day negotiation period.
- 14.04** If the parties are unable to resolve all appropriate issues within seventy-five (75) calendar days following the receipt of the written request referred to in Section 12.01, then either or both parties may request the assistance of a mediator from the Federal Mediation and Conciliation Service. If the assistance of a mediator is requested, then both parties shall cooperate with the mediator in order to attempt to reach agreement on all unresolved issues. The mediator shall have no authority to make binding recommendations to either party concerning the resolution of the unresolved issues, but shall work to assist the parties in resolving their differences on such issues.
- 14.05** Both parties agree that this procedure is the final step in negotiations.

14.06 IN-TERM BARGAINING

Any negotiations required under this Agreement or otherwise by law are subject to the procedures outlined in Article XIV of this Agreement. In the event either party invokes the provisions of Article XIV in an impasse involving bargaining an issue during the term of this Agreement, the mediation procedure in Article XIV, Section 14.04 shall apply to this in-term negotiations impasse except that the entire mediation process in in-term bargaining shall not extend beyond thirty (30) calendar days from the date the first impasse session is held with the Mediator.

ARTICLE XV – NO STRIKES OR WORK INTERRUPTION

15.01

- A.** The Union agrees there shall be no strikes as defined in Ohio Revised Code 4117.01 during the term of this Agreement or during the entire period of any negotiations and/or impasse resolution proceedings which may extend beyond the expiration date of this Agreement.
- B.** The above provisions prohibit the honoring of any picket line, regardless of the organization(s) involved in any such picketing, provided honoring the picket line is in violation of Ohio Revised Code 4117.

- C. The Union agrees that it will not authorize, ratify, condone or encourage any of the above-proscribed activities, and that, in the event any such activities occur, the Union and its officers, agents and representatives will make every good faith effort through affirmative action to end such activity.
- D. Any and all employees participating in any activity proscribed by this Article shall be subject to disciplinary action provided the Employer complies with Ohio Revised Code 4117.23.

ARTICLE XVI – WAIVER

16.01 The parties hereto acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining; and all such subjects have been discussed and negotiated upon; and the agreements contained in this Agreement were arrived at after the free exercise of such rights and opportunities. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to reopen collective bargaining except as provided by any reopener provision in this Agreement.

Except that, the parties desire the opportunity for either party to initiate discussion on non-economic items throughout the term of this Agreement. The opportunity to meet and discuss shall not require either party to agree to any addition or modification of this agreement; items which are not agreed upon shall be withdrawn and not subject to either dispute resolution or grievance procedures. However, if the parties do reach agreement, it shall be reduced to writing as a Memorandum of Understanding.

ARTICLE XVII – DURATION

17.01 The effective date of this Agreement shall be July 1, 2010, and it shall remain in force until June 30, 2012.

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