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STATE EMPLOYMENT
RELATIONS BOARD

Collective Bargaining Agreements 2012 DEC 27 A 9:02

Between

Youngstown Board of Education
and
International Union of Painters & Allied Trades
Local #476

Youngstown Board of Education
and
The United Association of Journeymen and
Apprentices of the Plumbing and Pipe Fitting Industry
Local #396

Youngstown Board of Education
and
International Brotherhood of Electrical Workers
Local #64

Youngstown Board of Education
and
Plasterers and Finishers
Local #179

Youngstown Board of Education
and
The Indiana/Kentucky/Ohio Regional
Council of Carpenters
Local #171

February 1, 2012
through
January 31, 2015

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SECTION A: COMMON SECTION

Common Terms and Conditions of Agreements Between
and Applicable to:

YOUNGSTOWN BOARD OF EDUCATION
and
INTERNATIONAL UNION OF PAINTERS & ALLIED TRADES
LOCAL #476

YOUNGSTOWN BOARD OF EDUCATION
and
THE UNITED ASSOCIATION OF JOURNEYMEN AND
APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY
LOCAL #396

YOUNGSTOWN BOARD OF EDUCATION
and
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL #64

YOUNGSTOWN BOARD OF EDUCATION
and
PLASTERERS AND FINISHERS
LOCAL #179

YOUNGSTOWN BOARD OF EDUCATION
and
THE INDIANA/KENTUCKY/OHIO REGIONAL
COUNCIL OF CARPENTERS
LOCAL #171

February 1, 2012
through
January 31, 2015

SECTION A: COMMON SECTION

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SECTION A: COMMON SECTION

ARTICLE I PREAMBLE

This contract booklet contains five (5) separate Agreements formulated respectively between the Board of Education of the Youngstown City School District, hereinafter referred to as the "Board", and International Union of Painters & Allied Trades, Local #476 (Painters), The United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry Local #87 (Plumbers), International Brotherhood of Electrical Workers Local #64 (Electricians), Plasterers and Finishers Union Local #179 (Plasterers), and The Northeast Ohio Council of Carpenters #171 (Carpenters), hereinafter referred to respectively as the "Union", having as their purpose the promotion of harmonious relations between the employer and its employees, and to set forth herein the basic policy of the employer covering wages, hours and conditions of employment to be observed by those affected.

ARTICLE II COLLECTIVE BARGAINING LAW

2.01 These Agreements are entered into pursuant to Chapter 4117 of the Ohio Revised Code and they govern the wages, hours, and terms and conditions of public employment covered by the Agreements.

ARTICLE III GENDER

3.01 Where used in these Agreements, masculine and feminine pronouns refer to both sexes.

Appropriate Administrator

Where used in these Agreements, the terms Superintendent shall refer to Superintendent or his/her designee as administratively appropriate and applicable under the circumstance.

ARTICLE IV FORMAT OF AGREEMENTS

4.01 The Board and the Unions agree to physically combine into one booklet all the terms and conditions covering wages, hours of work and other conditions of employment for said five (5) Unions. As visualized at this time, the book shall be comprised of six (6) sections, i.e., one (1) general section dealing with all the terms and conditions which are common to the employees in all five (5) bargaining units and five (5) specific sections describing separately the terms and conditions applying to the bargaining unit of the Electricians, the bargaining unit of the Plumbers, the bargaining unit of the Plasterers, the bargaining unit of the Painters, and the bargaining unit of the Carpenters. By physically joining five (5) contracts into one booklet with common provisions and specific provisions, there is no intent between and among the parties to eliminate the separate bargaining

(2) year period, without further reprimand, the earliest dated reprimand shall be removed from his file.

All reprimands will be given within fifteen (15) calendar days of the date upon which the supervisor discovers the violation, or within fifteen (15) calendar days of the date upon which the supervisor completes his investigation of the violation, whichever is later.

7.02 Suspensions

A. The receipt of three (3) written reprimands shall result in an immediate hearing, which may result in suspension.

B. The occurrence of any of the following actions will be cause for an immediate suspension and shall become a permanent part of the employee's file: Incompetence, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty or any other act of similar nature. The employee's immediate supervisor may impose such a suspension after an informal pre-suspension conference among the supervisor, the employee and a union representative. Nothing contained herein shall alter the time within which a grievance must be filed pursuant to Article III.

7.03 Termination

The Board of Education may terminate a classified employee's contract for incompetence, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty or willful and persistent violations of the rules and regulations of the Board of Education, or for other good and just cause.

Prior to termination by the Board of Education, the employee shall be afforded a hearing at which time the charges upon which the termination of employment are predicated shall be given to the employee in writing. The employee may be represented by the union or by counsel, and may present evidence on his behalf; if the union is representing the employee, then no outside representation shall be permitted, and if the employee is represented by an outside representative, then the union shall not be involved other than as an observer. Unless an emergency occurs, the Board shall provide twenty-four (24) hour notice to the union president of any proceedings to be attended by the employee and an outside representative. The Board of Education may establish reasonable rules regulating such hearings to which both parties shall be bound.

If after the hearing with the Board of Education, the employee's contract is terminated by official action, the employee shall have the right to process the matter to arbitration pursuant to Step 5 in Article III, Section 1, Grievances Procedure and Complaints.

ARTICLE VIII NO STRIKE PROVISION

8.01 During the term of the Agreement no lockout will be imposed on members of the Union nor will there be any strike, stoppage, slowdown or other interruption of work by members of the Union.

8.02 The above provisions will not apply to members of the craft union when a non-union dispute exists in any of the contracting crafts, which causes a work stoppage. Employees of our crafts will not be considered in violation of the above clause when they do not cross a line established by the building trades union, AFL-CIO. This will apply only at the site of the dispute and employees will continue work at all other buildings.

8.03 In the event a situation arises affecting life or property (emergency) at the site of the non-union dispute, consent to cross the lines will be issued to our employees by the craft representative(s).

ARTICLE IX HOURS OF WORK

9.01 Except as hereinafter provided, the normal schedule of working hours shall be eight (8) hours, including a twenty (20) minute lunch period. The normal workweek shall start at 12:00 Monday and end at 12:00 midnight the next following Friday. The established workweek shall begin at 12:01 A.M. Monday and shall end at 12:01 A.M. the next following Monday.

9.02 Any employee who is called out for an unscheduled emergency duty shall be paid for a minimum of three and one-half (3-1/2) hours. Effective upon the final ratification of this Agreement by all parties in 2010, an employee who is called out for an unscheduled emergency duty shall be paid for a minimum of three (3) hours; and effective on February 1, 2011, such minimum shall be two and one-half (2.5) hours.

9.03 Any changes in regular starting and quitting time will be discussed with the Union in advance. Emergency changes of a temporary nature may be made by the Administration.

9.04 The schedule of working hours shall be eight (8) hours per day inclusive of a twenty (20) minute lunch period. The working hours for all crafts will be 8:00 a.m. to 4:00 p.m. inclusive of a twenty (20) minute lunch period or such other schedule as the parties may mutually agree to initiate on a trial basis. Any permanent change from the working hours shall be a subject of negotiations or addressed in a memo of understanding if a permanent change is agreed to prior to the expiration of this agreement.

9.05 In the event the Superintendent of Schools temporarily closes any of the public schools in case of an emergency, or

whenever in his/her judgment it is a necessity to do so, those employees required to report for duty and who perform their duty shall be compensated with a day off during that particular contract year in addition to the regular pay for the day worked. However, the compensatory time off shall be granted on days when school is not in session. Request for Paid Absence forms shall be utilized for this purpose. If compensatory time off exceeds ten (10) days, further discussion with the Unions shall be in order.

Those employees requested to report for duty, but are unable to do so, shall follow normal report-off procedures.

ARTICLE X OVERTIME

10.01 The regularly scheduled eight (8) hour day shall be paid at the regular straight time wage.

10.02 Overtime work shall only be performed and shall only be paid for when such overtime work is scheduled and authorized by the employer. Authorization for overtime work shall be given by the department head. The employee shall be notified of the scheduling of overtime work as soon as is practical and possible and all authorized hours worked outside of the regularly scheduled work day or work week shall be paid at the rate of time and one-half. An employee so notified shall report to work as assigned unless satisfactory cause is shown and excused by the department head.

10.03 In order to determine the hourly rate of a salaried employee for the purpose of establishing an hourly overtime rate, his established annual salary divided by 2080 hours shall establish his hourly rate.

10.04 Overtime will be equally distributed among the employees covered by this Agreement.

ARTICLE XI HOLIDAYS

11.01 The following days will be recognized as official paid holidays:

- New Year's Day
- Martin Luther King Day
- Presidents' Day *
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Day before Christmas
- Christmas Day
- New Year's Eve
- Workshop Day

(This day will coincide with N.E.O.E.A.)

* When the school calendar necessitates, either Maundy Thursday or Easter Monday will be substituted for Presidents' Day.

Follow Revised Code 124.18 so that if any of the holidays listed above should fall on Sunday, the Monday immediately succeeding shall be observed as the holiday, and if any such holiday should fall on Saturday, the Friday immediately preceding shall be observed as the holiday. If, however, two holidays fall together on Sunday and Monday (such as Christmas Eve and Christmas Day, and New Year's Eve and New Year's Day), then the Friday immediately succeeding shall be observed as the holiday; but if such two holidays fall on Friday and Saturday, then the holiday which falls on Saturday shall be observed on the Monday immediately succeeding. But in no event shall such a holiday be observed on a school day as determined by the Board-adopted school calendar.

11.02 Employees shall be paid their regular straight time wage for the holidays specified in Section 1 above. Should it be necessary for an employee to be assigned to duty on one of the holidays, he shall be paid in addition to his straight time regular pay, time and one-half for the hours actually worked.

ARTICLE XII TEMPORARY ASSIGNMENT

12.01 When an employee is temporarily assigned to perform the duties of a higher classification, he shall be paid the increment step of the employee he replaces or his own rate, whichever is higher. This provision applies to employees and positions covered by this Agreement only.

ARTICLE XIII JURY DUTY

13.01 An employee who is absent from duty for jury service shall be granted leave without loss of pay for jury service. The jury summons shall be submitted with the application for the leave. The employee shall submit to the treasurer a copy of the fee receipt to verify the days of attendance. This leave shall apply only to those days on which the juror actually attends Court.

ARTICLE XIV VACATIONS

14.01 Twelve (12) month employees become eligible for vacation with pay after completion of six (6) full months of continuous service within a contract year. Employees with six (6) months but less than one (1) year of continuous service earn one (1) vacation day, including Saturday, for each completed month of service.

14.02 VACATION WEEKS EARNED

| | |
|---------------------------------|--------------------|
| 1 year but less than 6 years | - 2 weeks vacation |
| 6 years but less than 12 years | - 3 weeks vacation |
| 12 years but less than 18 years | - 4 weeks vacation |
| 18 years but less than 24 years | - 5 weeks vacation |
| 24 years but less than 30 years | - 6 weeks vacation |
| 30 years and over | - 7 weeks vacation |

When the vacation period of a twelve (12) month employee includes one (1) or more days on which the building to which he is assigned is officially closed, such day(s) shall not be charged against his vacation allowance.

In computing service credit to determine eligibility for three (3) weeks vacation, the following conditions shall apply:

1. Actual service from another Board of Education shall be credited up to a maximum of five (5) years if this service was continuous to the time of employment in the Youngstown Public Schools.
2. Actual duty for nine (9) months or longer in a contract year shall constitute one (1) year of service.
3. A staff member on leave of absence for which annual salary increments are granted shall suffer no interruption in the service credit for determining vacation allowance up to a limit of one (1) year.

After the date of this Agreement, service credit shall be computed as of the employee's anniversary date and vacation allowance shall begin to accrue therefrom at the appropriate rate according to the above schedule. (No retroactive changes will be made in accrual of vacation time as a result of changing accrual dates. On each June 30, the vacation credit, which accrued during the just-completed year of service, shall then be designated as useable vacation credit.

Vacation time shall normally be taken after June 30 at the conclusion of the year in which it was earned; however, subject to the approval of the department head, or the Superintendent in place of the department head, no more than one-half (1/2) of a given year's vacation credit may be postponed and used during the next succeeding year.

14.03 Scheduling

1. The vacation period shall be from July 1 to June 30. Employees wishing to schedule a vacation during the period from July 1 to December 31, will

state their preference in writing prior to the preceding June 1. Employees wishing to schedule a vacation during the period from January 1 to June 30 will state their preference in writing prior to the preceding December 1.

2. Vacation weeks will be granted on the basis of seniority, therefore, it will be necessary when requesting vacation weeks to list three (3) choices in order of preference.
3. All employees wishing to have their vacations in the months of June, July, and August may do so.
4. In the case of death of an employee, the surviving spouse or the estate of the deceased shall be paid on the employee's accrued vacation time.

14.04 Carry-Over of Vacation for Retirement

If an employee notifies the Board, in writing, by May 1 of the calendar year prior to his year of retirement that he will be retiring definitely (and does retire) in the following year, then he may carry-over into his final year of employment his entire vacation credit accruing during his next to last year, but to a maximum of six weeks, thereby enabling him to retire with unused vacation credit totaling no more than twelve weeks for which he may be paid upon retirement. If he doesn't retire as planned, then three weeks of the carry-over vacation shall be eliminated.

ARTICLE XV LEAVE OF ABSENCE AND SICK LEAVE

15.01 Leaves of Absence for Personal Reasons

After three (3) or more consecutive years of contractual service in the Youngstown City School District, an employee may request a leave of absence without pay for personal reasons not otherwise provided for herein, stating in detail in the request the reasons therefore. If it is the judgment of the Superintendent of Schools that the reasons are legitimate and adequate and in the overall best interest of the school system, and if satisfactory substitute is available if needed, he may recommend to the Board the approval of the request.

No such leave of absence shall extend beyond one-fourth (1/4) of the employee's normal annual term of service, nor shall the employee be gainfully employed during the period of such leave.

15.02 Sick Leave

Employees shall be granted one and one-quarter (1-1/4) days of sick leave for each completed month of service (fifteen

[15] days per year) cumulative for 280 days effective 02/01/2007, 290 days effective 02/01/2008, and 300 days effective 02/01/2009 (Section 124.38 R.C.). New employees shall be credited, however, with a minimum of five (5) days sick leave after the first day of service, which five days shall not be increased until all shall have been earned as provided above.

A sick leave bonus plan shall be implemented commencing for the 1996-97 school year, with the payments being made at the end of the school year in the amounts as follows until June 30, 2010:

Full-time employees

| | |
|-------------|----------|
| 0 days used | \$500.00 |
| 1 day used | \$400.00 |
| 2 days used | \$300.00 |
| 3 days used | 0.00 |

Effective July 1, 2010, an employee will be eligible for sick leave bonus only if the employee uses no sick leave, and the bonus will be paid at the rate of \$400.

- A) The abuse or patterned use of sick leave shall subject the employee to disciplinary action.
- B) Notwithstanding any other provision of this agreement, any employee who utilized more than seven (7) days of sick leave in any twelve (12) month period shall be required to submit a valid physician's statement to the employer, attesting to the employee being unable to work due to an illness or injury, for each sick day in excess of seven (7) days in such twelve (12) month period. Bereavement leave where proof of death and relationship have been provided to the employer and sick leave time where a valid physician's statement has been provided shall be excluded from such seven (7) day limit.
- C) If an employee fails to submit adequate proof of illness, injury or death, or in the event that upon such proof as is submitted or upon the report of medical examination, such leave may be considered an authorized leave and shall be without pay and subject the employee to disciplinary action.

An employee of the Youngstown Board of Education who transfers directly from employment with another public agency in Ohio and whose service is interrupted by nothing more than normal vacation time, shall be credited with all sick leave certified by his previous employer, not to exceed that calculated as outlined above (Section 124.38 R.C.). When an individual is employed by

the Youngstown Board of Education and who had previously been employed either by this Board of Education or by any other public agency in Ohio, but such public employment has been interrupted by more than normal vacation time, he shall forfeit all of his unused days of sick leave. In determining continuity of service for the purposes of this paragraph, absence on officially authorized leave shall not, in and of itself, constitute an interruption of such service.

No employee shall lose his accumulated allowance of unused days of such leave by reason of having been on leave of absence, nor shall he accumulate any additional days of allowance during the leave of absence.

Employees may use sick leave, upon approval of the Superintendent of Schools, for absence due to illness, injury, exposure to contagious disease which could be communicated to other employees or to school children, for illness or death in the employee's immediate family (Section 124.38 R.C.). Benefits under sick leave allowance may be claimed only for the time that employee would normally work, and no charge shall be made against sick leave accumulation for absence on days when the employee would not normally have been on duty.

When absence results from personal illness or injury, a statement may be required from the attending physician or other qualified practitioner approved by the Superintendent of Schools, indicating the employee's inability to work; and such statement shall be required if the absence exceeds five (5) consecutive working days. When such absence exceeds five (5) working days, a similar statement may be required prior to return to duty indicating the employee's ability to perform the required services. Statements provided for in this paragraph shall be on forms approved by the Superintendent. Affidavits, if required by statute, shall be provided.

When an employee returns to work with the approval of his family physician and the Board of Education refers him to the school physician who does not concur with the ruling of the employee's attending physician, a neutral physician's decision will be final and binding on both parties. During this period the employee is required to report to his work station and shall receive his regular rate of pay.

An employee of the Board of Education who is required to remain away from his assignment due to medical quarantine must present a certified statement from the attending or school physician covering the entire period of absence.

Absence up to four (4) working days because of death in the immediate family is allowed without loss of pay. The deceased must have been a blood relative or other person who by marriage, adoption, or otherwise was in sufficiently close relationship to the employee to be considered a member of the immediate family, an

appropriate shorter period of absence may be approved by the Superintendent if the relationship is sufficiently close to justify such absence.

Employees may be absent without loss of pay for serious illness in the immediate family if the absence does not exceed five (5) days. The purpose of such absence is to permit the individual to make proper arrangements for the emergency. This provision for emergency absence pertains only to serious illness in the immediate family. No absence for other personal reasons is considered.

Absence for causes other than those specified above may be authorized by the Superintendent of Schools if, in his judgment, such absence is in the best interest of the school. All absence authorized under Section 4, shall be charged against sick leave. This section shall be uniformly administered as to employees covered in this Agreement.

15.03 AFSCME and Building Trades Sick Leave Bank

A sick leave bank, hereinafter referred to as "Bank", shall be established for bargaining unit members of AFSCME and the Building Trades. Participation in the Bank shall be voluntary. The Bank shall be governed by the following procedures:

15.031 Any bargaining unit member may elect to donate to the sick leave Bank which shall be jointly operated by representatives of the Board, AFSCME, and the Building Trades.

15.032 No donations or withdrawals may be made except as provided in this section.

15.033 Withdrawal and use of days from the Bank will be limited to bargaining unit members who are eligible for participation as follows:

1. Use of days from the Bank will be limited to personal illness, injuries, or complications thereof of the bargaining unit member, the bargaining unit member's spouse, or the bargaining unit member's dependent children. All withdrawals shall be in full day units.
2. Use of days for the Bank will be considered only after the bargaining unit member has used all his/her accumulated paid leave, such as sick leave, vacation leave, and personal leave, plus five (5) days of advanced sick leave.
3. The maximum initial withdrawal of days from the Bank for any bargaining unit member shall be sixty (60) days per illness, injury, or complications thereof.

4. The bargaining unit member must submit a written application along with a doctor's statement in order to be considered for withdrawal and use of days from the Bank.
5. Bargaining unit members may apply for days from the Bank at any time, but they will only be eligible to obtain and use such days after they have exhausted all paid leaves available to them, such as sick leave, vacation leave and personal leave.
6. Once a written request is received from the bargaining unit member, the Bank will disseminate to other bargaining unit members a letter requesting donations to the Bank for the requesting member, together with information about the need for the donations as may be authorized by the requesting bargaining unit member.
7. If additional days are needed, the bargaining unit member must submit another written application along with an updated doctor's statement in order to be considered for a second round of days up to but not exceeding sixty (60) days for the same illness, injury, or complications thereof.
8. Upon such request for additional days, the Bank will disseminate another request for donations as referenced above.
9. There shall be no requirement for a bargaining unit member to replace sick leave days withdrawn from the Bank.
10. Upon exhausting all sick leave donated from the Bank and/or upon returning to work, the bargaining unit member shall provide a doctor's statement to the Board and the Bank authorizing the bargaining unit member to return to work as being fit for duty.
11. Donated sick leave shall not be deducted from the donor employee until actually used during a pay period by a donee. If any donated sick leave is unused by a donee member, such unused sick leave shall be returned to the donor member.
12. There is no limit on the number of sick leave days which a donor bargaining unit member may donate to the sick leave Bank.

15.034 A committee shall be formed to administer the Bank and to provide the information whereby the Treasurer's office of the Youngstown City School District will keep the records. This committee shall be empowered to adopt rules, regulations, operating procedures, and to make decisions required to administer the Bank, so long as those rules, regulations, operating procedures, and decisions do not modify the agreement contained herein. This committee will be titled the "AFSCME and Building Trades Sick Leave Bank Committee" (hereafter referred to as the "SBC").

15.035 The SBC shall be composed of the following five (5) persons:

1. Superintendent of the Youngstown City School District or his/her designee.
2. Treasurer of the Youngstown City School District or his/her designee.
3. AFSCME Local 1143 President or his/her designee and one other designee.
4. One of the Building Trades Business Agents, or his/her designee.

15.036 Should a vacancy occur on the SBC, a replacement for the vacant position shall be appointed by the authority making the original appointment.

15.037 One of the three (3) bargaining unit SBC representatives will be selected to act as Chairperson of the SBC. The AFSCME and the Building Trades representatives will annually designate the Chairperson prior to the first meeting of the SBC.

15.038 The SBC will be responsible for developing the forms needed to operate the Bank.

15.039 Guidelines will be reviewed annually by the SBC. Any changes in the rules, regulations, and/or operating procedures of the Bank will be provided to all bargaining unit members, in writing prior to the implementation.

15.0310 AFSCME Local 1143 (including its chapters) and the five (5) Building Trades, jointly and severally, shall indemnify and hold harmless the Board, its members, employees and agents from and against any claim or liability that may arise out of, or by reason of, any action taken by AFSCME Local 1143, the Building Trades and/or the Board for the purpose of complying with this sick leave bank provision. AFSCME Local 1143 and the Building Trades shall also provide the attorney to represent the Board, AFSCME Local 1143 and the Building Trades in such action;

provided that the Board approves the attorney and that such approval will not be unreasonably withheld; provided that the Board gives AFSCME Local 1143 and the Building Trades written notice within ten (10) days of the Board receiving written notice of any claim made or action filed against the Board for which the indemnification is claimed; provided:

1. The Board agrees to (a) give full and complete cooperation and assistance to AFSCME Local 1143, the Building Trades, and their counsel at all levels of the proceeding, (b) permit them or their affiliated organizations (including their chapters) to intervene as a party if it so desires, and/or (c) to not oppose them or their affiliated organization's application to file briefs amicus curiae in the action:
2. The action brought against AFSCME Local 1143, the Building Trades and/or the Board must be a direct consequence of their good faith compliance with the sick leave bank contract provision provided, however, that there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to a court order) or intentionally or willfully misapplies the sick leave bank contract provisions.

15.04 Leaves of Absence

Under conditions hereinafter specified, employees of the Youngstown Board of Education will be granted leaves of absence for the following purposes: military service, illness and maternity. An individual on leave of absence is not considered an active employee, nor is he entitled to accumulate or use sick leave, to pay insurance premiums through the Board of Education groups, to have contributions made on his behalf to the state retirement system(s), or to enjoy other rights, benefits or privileges accorded an active employee.

Leaves of absence will be authorized by the Board of Education only upon the recommendation of the Superintendent of Schools and in accordance with Board policies, administrative rules and regulations, and the provisions of the Ohio Revised Code governing such leaves.

The application for a leave of absence, or an extension or renewal or renewal thereof, must be made in writing, to the Superintendent of Schools stating the purpose and duration of the proposed leave, and must be accompanied by supporting statements concerning the need for or the desirability of said leave.

A leave of absence shall be used essentially and primarily for the purpose stated by the employee in the application, which was approved by the Superintendent of Schools

and for which the leave was granted by the Board of Education. Any alteration of approved plans or purposes of the leave by the employee without the approval of the Superintendent of Schools may be considered a breach of contract.

If an employee on leave of absence desires to be reassigned to duty with the Board of Education following the termination of a leave, application for reinstatement must be made in writing to the office of the Superintendent at least thirty (30) days before the expiration of such leave or as hereinafter specified. Application shall be accompanied by supporting evidence or statements establishing the accomplishment of the purpose of such leave. Reinstatement of the employee to duty following a leave of absence shall be made as soon as feasible after the proper application has been submitted. Reassignment shall be at the discretion of the Superintendent and in accordance with the needs of the schools. Upon return to service, the employee shall resume the contract status, which he held prior to the leave of absence except as may otherwise be specified by law, written Board policy or administrative rules and regulations.

An employee desiring to return to active duty before the expiration of a leave of absence may apply for such reinstatement as outlined above. Such requests will be considered only where it can be shown that the conditions justifying the leave no longer exists, and that the best interest of the schools will be served by early termination of the leave.

15.05 Leaves for Illness

Leaves of absence shall be granted for a period not to exceed two (2) years where personal illness or other disability is the reason for the request. The employee shall forward with his request a statement from his physician certifying that the employee is physically or emotionally unable to fulfill his duties with the Board of Education. Upon renewal of the physician's certification, such a leave may be renewed once only for not more than one (1) year.

The Board of Education reserves the right to bid the job after one (1) year's leave of absence by the employee. Should the employee extend his leave of absence beyond the one (1) year and return to duty before the extension of his leave is up and his former job is not open, he shall be placed in a job of equal pay and equal status.

Without request, the Board may grant a similar leave of absence and renewals thereof to any employee because of physical or mental disability, but such employee may have a hearing on such unrequested leave of absence or its renewal.

A leave of absence may be granted to an employee when the health or treatment of a member of his immediate household requires removal of the family to a different locality. A

physician's statement certifying this condition shall accompany the request. Such leaves shall be for not more than one (1) year and shall not be renewable.

Any school employee granted disability retirement shall, for the first five (5) years of such disability retirement, be considered as on leave of absence for personal illness and shall be subject to all rights, privileges, and responsibilities inherent in such leave.

Employees wishing to return from leave of absence for personal illness or disability shall submit to examination by or provide evidence of good health satisfactory to the school physician, and obtain his written approval to return to active duty.

15.06 Personal Leave

Any unused personal leave days during a school year (7/1-6/30) will be added to the employee's accumulated sick leave.

The number of personal leave days for employees shall be two (2) not three (3). However, the use of such personal days under this section shall no longer require a reason. This section shall be revised to read as follows:

"An employee may be absent for personal reasons without loss of pay for not more than two (2) days in any one school year (7/1-6/30). Application for use of any such day shall be submitted to the employee's immediate supervisor at least three (3) days prior to the day of the leave except where a three-day notice is not possible. Any unused personal leave days during a school year (7/1-6/30) will be added to the employee's accumulated sick leave."

15.07 WORKERS' COMPENSATION LEAVES OF ABSENCE

A. WORKERS' COMPENSATION INJURY

When an employee is injured on the job and goes on Workers' Compensation, he or she will accrue, during a maximum of one (1) year from the first day of such absence on Workers Compensation, sick leave, vacation, insurance and longevity. However, the employee retains his/her right to return to employment in an available position for which he/she is qualified.

- A. Whenever an employee is absent from work as a result of a physical injury which allegedly occurred in the course of and arising out of the employee's employment, the Board will continue payment of wages in accordance with the guidelines of the Bureau of Workers' Compensation (BWC) Salary

Continuation Policy (Jan. 1, 2003). Payment under this provision will continue for a period not to exceed six (6) weeks (or until released by the claimant's physician, whichever event comes first) to allow for BWC claim review and investigation. If BWC certifies the claim, salary continuation will continue for a period not to exceed fifteen (15) weeks (75 working days) including the first six weeks or until the employee is released to return to work, whichever event comes first. If the period of disability extends beyond fifteen (15) weeks (75 working days), the Board may extend the Salary Continuation Program at its option, based upon the physician's indication of a projected return to work date for the employee. If the Board elects at any time not to continue the Salary Continuation Program, the employee may file for temporary total compensation benefits with the BWC. Documentation from the physician of record indicating disability from work must be presented prior to the payment of wages through the Salary Continuation Program.

- B. During a period of total disability from employment due to a work-related injury, the employee will be paid his/her full wages according to the Salary Continuation Program for a period of fifteen (15) weeks (75 working days). If at any time during the fifteen (15) weeks (75 working days), the employee is found eligible to participate in the Vocational Rehabilitation Program offered by the Bureau of Workers Compensation, the employee will begin to participate in Vocational Rehabilitation Services based upon the approval of the physician of record. Once the Vocational Rehabilitation Services begin, the Salary Continuation previously paid to the employee will terminate and the employee will begin to receive payment of compensation by the BWC through Living Maintenance for a period not to exceed thirteen (13) weeks. If at any time during this period, the employee becomes medically unstable to continue in the Vocational Rehabilitation program, or he/she does not reach a treatment plateau that allows a return to work, the Board of Education will determine whether or not to reinstate Salary Continuation. If the Board of Education decides not to pay the employee Salary Continuation, the employee will submit a C-84 (Request for Temporary Total Compensation) with the Bureau of Workers' Compensation.

If at any time during the period of time in which the employee is participating in Vocational Rehabilitation Services the employee is released to

return to light duty work by his/her physician of record ("physician of record" for BWC purposes), the employee will return to work through the Transitional Work Program. While participating in Vocational Rehabilitation Services and returning to work through the Transitional Work Program, the employee will be paid his/her full wages.

- C. If the employee is paid Salary Continuation while off work and the BWC and/or the Industrial Commission fail to certify the claim, the days for which the employee was paid under the Salary Continuation Program will be charged to sick leave or other paid leave provisions for which the employee is eligible. If available paid leaves are exhausted, then the Board will negotiate the terms of repayment of any overpayment of salary not exceed a twelve (12) month period. Repayment shall be accomplished through the normal payroll process by reducing biweekly pay by the negotiated amount for the time period agreed upon, but which shall not exceed twelve (12) months.
- D. Falsification by the employee of a Workers' Compensation claim, Board report of injury or a physician's certificate is grounds for discipline, up to and including suspension or termination of employment.
- E. Payment of wages under the Salary Continuation Program will terminate as follows:
 - 1. Upon certification by the physician(s) of record that the employee may return to work; or
 - 2. Upon certification by BWC that maximum medical improvement has been achieved and the employee is released to return to work; or
 - 3. Upon the injured employee's acceptance by SERS for a disability retirement benefit; or
 - 4. Upon the determination by the injured employee's physician of record that the employee has reached maximum medical improvement and that the conditions are permanent without a release to return back to former employment; or
 - 5. Upon the continued failure of the injured employee to adhere to the treatment program prescribed by the physician(s) of record; or

6. Upon the continued failure of the injured employee and/or his/her physician(s) of record to respond to periodic requests from the Board for information and status reports; or
7. Termination of employment of the employee with the Board; or
8. Failure of the injured employee to participate in the Transitional Work Program, providing the injured worker receives advance written notification of a job offer that is within his/her limitations.

F. Workers' Compensation Transitional Work Program.
The Board has implemented a Transitional Work Program in accordance with BWC guidelines and regulations. If an injured employee is certified, by his/her physician(s) of record as able to return to light duty, or partial duty, that employee will participate in the Board's Transitional Work Program.

Injured workers who agree to participate in the Transitional Work Program will be placed in positions within their department that meet the restrictions outlined by the physician of record. Every effort will be made to accommodate restrictions and return injured employees within his/her pre-injury job classification. However, during limited times when restrictions are such that the Youngstown Board of Education can not return the injured employee to his/her former pre-injury job classification, the injured employee shall be placed temporarily (within the 75-work day limitation of Section 15.07) in a position within the same department under a different job classification which meets the strength range restrictions outlined by the physician of record.

G. If there is a conflict between provisions in Section 15.07 and other Sections of this collective bargaining agreement, the parties will meet to resolve the conflict.

15.071 However, in the event the Board challenges the employee's claim and/or any ruling affecting the employee's claim, such employee shall maintain all rights, privileges and conditions aforementioned in Article 15.07 for a period not to exceed two (2) years.

B. ASSAULT LEAVE

As a result of an assault (except among employees), the employee shall be granted leave during the period of time the employee is temporarily unable to perform his duties; however, such leave shall not exceed the shortest of:

- a) seventy-five (75) working days; or
- b) the duration of the inability to perform his duties as determined by the employee's physician.

The employee must file a first report of injury with BWC in order to receive benefits under this provision and shall be required to complete all accident forms reasonably required by the Board, shall furnish a signed statement on forms prescribed by the Board, and shall furnish physician reports to justify the use of Assault Leave. If medical attention is required, a certificate from a licensed physician stating the nature of the physical disability and the estimated duration shall be required before Assault Leave can be approved for payment. Falsification of either a signed statement or a physician's certificate is grounds for suspension or termination of employment.

Initial payment for absences will be in accordance with the Board of Education's Salary Continuation Policy. Assuming BWC certifies the claim, salary continuation will continue for a total of 75 days (15 weeks) or until employee is released to return to work, whichever event comes first. If the period of disability extends beyond the 75 days, the board may extend the salary continuation program at its option based on the physician's projected return to work. If the Board elects not to continue salary continuation, the employee may file for Temporary Total Disability Benefits.

15.08 Extended Absence on Workers' Compensation

When an employee is injured on the job and goes on Workers' Compensation, he or she will continue to accrue, during a maximum of one year from the first day of such absence on Workers' Compensation, sick leave, vacation, insurance and longevity. The position of the employee on Workers' Compensation shall be bid if his/her absence exceeds one year. However, the employee retains his/her right to return to employment in an available position for which he/she is qualified as provided by Workers' Compensation law. This provision is prospective from 2/1/90.

15.09 Definition of Immediate Family

As applied to absence because of illness, injury, or death in the immediate family, "immediate family" is interpreted to include the employee's spouse, child, son-in-law, daughter-in-law, sibling, parent or grandparent, spouse's parent, or

grandparent, any blood relative living in the same household as the employee.

ARTICLE XVI BULLETIN BOARDS

16.01 The Board of Education agrees to provide bulletin board space at each of its buildings for the posting of official Union notices.

ARTICLE XVII SAFETY AND HEALTH

17.01 The Union Steward for each Union Craft shall be the safetyman for Board personnel. He shall enforce all applicable safety codes of the State of Ohio. The Board of Education will provide and clean overalls necessary for performing dirty jobs.

The Board of Education will either clean drop cloths at least once per year or furnish a disposable cover such as visqueen.

ARTICLE XVIII EMPLOYEE EXPENSE REIMBURSEMENT

18.01 Employees sent outside the school district on employer business on a trip, which requires more than eight (8) hours to complete shall be reimbursed for the cost of meals and authorized lodging.

18.02 The Board of Education shall set aside \$2500 annually for the purpose of supporting workshop and training programs that may be deemed beneficial for members of the craft unions to attend. Attendance at such trainings must be with the prior approval of the Chief of Maintenance and Operations. Effective June 1, 2010, the annual amount set aside for workshop and training programs shall be \$1,000.

18.03 Reimbursement for expenses shall be based on the satisfactory completion of the training and shall be in accordance with board policy.

18.04 Effective 02/01/2007 the Board of Education will provide a \$200 annual clothing allowance for each member of the bargaining unit.

18.05 Effective June 1, 2010, the Board will reimburse employees for the replacement cost of the employee's personal tools if such tools are stolen from a Board work site or from a Board vehicle while the employee is on duty with the Board; the employee is required to file a police report about the circumstances of such theft. This tool replacement provision shall be limited to the aggregate amount of all claims of all employees not to exceed \$1,500 for a 12-month period beginning June 1, 2010 and continuing in successive

12-month periods thereafter during the term of this Agreement. Such claims shall be addressed on a first-come first-serve basis with the aggregate limit of \$1,500 per 12-month period during the term of this Agreement.

ARTICLE XIX LIFE INSURANCE

19.01 The amount of life insurance for each member of the bargaining unit shall be increased so as to be the amount of the employee's annual salary rounded to the next thousand-dollar denomination.

19.02 The following optional life insurance coverage shall be made available to retire on or after February 1, 1985, at no cost to the Board:

1. A term life benefit (no AD&D) which provides a maximum flat face amount of ten thousand dollars (10,000.00), effective at the date of retirement regardless of age.
2. Participation in the program shall be at the sole discretion of the retiree.
3. Only current employees affiliated with the skilled trades group and Local 1143, 1143-A, and 1143-B, and whose retirements are effective on or after February 1, 1985, are eligible to participate in this plan. If a retiring employee desires to obtain such term life benefit, he/she must exercise the option to obtain it on or before his/her retirement date.
4. The retiree shall pay the annual premium for each policy year in one payment due on or before each May 1 of each policy year or in two installments due May 1st and November 1st. Payment shall be to the Treasurer of the Board who shall then forward such premium to the insurance carrier. The policy year shall be May 1 through April 30. (If an employee's effective date of retirement is other than May 1, then his/her first premium shall be pro-rated to cover that period between the retirement date and the following April 30. Thereafter, the full annual premium shall be paid.)
5. The retiree shall pay the annual premium as determined yearly by the carrier who shall provide a rate separate from the rate at which the Board purchases life insurance for active employees according to the terms of their respective agreements or board policy, as

applicable. It will be the discretion of the retiree to continue or terminate his/her individual coverage at the end of each policy year. (Failure to pay the premium within 30 days of its due date following notice of payment due shall constitute termination notice.)

Retirees' ability to purchase life insurance under this agreement shall continue to be provided so long as the Board is able to obtain this coverage through the insurance carrier whose bid is lowest and best on the active employee group. While the Board commits to continuing to make this insurance available to skilled trades retirees in no way is the Board obligated to accept a higher rate on active employees in order to maintain or secure retiree coverage and the rate bid on this package shall not be taken into consideration when accepting or rejecting carriers' bids.

Article XX LONGEVITY

20.01 All full-time employees who have completed five years of full-time service with the Board shall be eligible for longevity payment, as set forth in the schedule below:

| Effective 2/1/10 Upon completion of | Effective 2/1/11 Longevity Payment | |
|----------------------------------------|---------------------------------------|----------|
| 5 years | \$337.75 | \$325.92 |
| 6 years | \$371.52 | \$358.52 |
| 7 years | \$400.47 | \$386.45 |
| 8 years | \$429.42 | \$414.39 |
| 9 years | \$458.37 | \$442.33 |
| 10 years | \$487.32 | \$470.26 |
| 11 years | \$516.27 | \$498.20 |
| 12 years | \$550.05 | \$530.79 |
| 13 years | \$579.00 | \$558.73 |
| 14 years | \$607.95 | \$586.67 |
| 15 years | \$636.90 | \$614.60 |
| 16 years | \$665.85 | \$642.54 |
| 17 years | \$694.80 | \$670.48 |
| 18 years | \$723.75 | \$698.41 |
| 19 years | \$757.52 | \$731.01 |
| 20 to 22 years | \$786.47 | \$758.94 |
| 23 to 25 years | \$844.37 | \$814.82 |
| 26 years and over | \$965.00 | \$931.22 |

New employees hired on or after February 1, 2010 become eligible for Longevity payments as set forth in the schedule above starting with the completion of seven (7) years of employment, not five (5) years.

Longevity payment shall be made in the first paycheck of December of each year.

All employees who retire between July 1 and December 1 of each year will receive their last year's longevity pay simultaneously with their severance pay.

In order to be eligible for longevity payment, the employee must be in a full-time position on the determination of June 30. A year of service shall consist of at least one hundred-twenty (120) paid days of work (that is to say, days actually worked or days on paid vacation leave or paid sick leave) between the date of July 1 and the following June 30 while in the employment of the Board.

20.02 All employees who retire between July 1 and December 1 of each year will receive their last year's longevity pay simultaneously with their severance pay.

20.03 In order to be eligible for longevity payment, the employee must be in a full-time position on the determination date of June 30. A year of service shall consist of at least 120 paid days of work (that is to say, days actually worked or days on paid vacation leave or paid sick leave) between the date of July 1 and the following June 30 while in the employment of the Board. These provisions were effective on October 1, 1989.

20.04 All percentage wage increases agreed to in this agreement will be applied to the annual longevity payment to increase the current level of longevity payment on a compounding basis.

ARTICLE XXI LAYOFF PROCEDURE

21.01 Assignment of Employee When Job is Eliminated

Whenever a job is eliminated and there is no vacancy in the same classification, the employee affected will displace the last employee brought into that classification. The displaced employee will be assigned the job, in the next lesser classification, which was last filled from a lower classification. However, he must be qualified for that job. If the employee is not qualified for that job, he will be assigned to the job that was last filled by an out-of-classification employee in whatever lesser classification his qualifications will permit. The employee who is displaced by the last action of the "bumping" procedure within his group will be laid off and will remain on layoff until recalled or terminated.

Service credit will not accumulate during a period of layoff. However, an employee will remain on the layoff list for a period of two (2) years, after which time he will be removed from the rolls.

The employee transferred will continue on the pay schedule of the job eliminated until June 30, next, unless, prior to that date, a vacancy occurs in a classification higher than that to which he is currently assigned; in which event he shall accept such vacancy or be placed on the regular pay scale of the job he holds. Effective with the next July 1 he will be assigned the pay schedule of whatever job he then holds.

21.02 Service Credit

Service credit will not accrue during the period of leaves of absence except for military service.

21.03 Level of Work Force Issues

The Board will meet with the union to discuss potential layoffs, which may occur during the term of this contract; such meeting shall occur on or before May 1, 1993 unless otherwise agreed; during such meeting the Board shall request the union's input and suggestions with respect to the manner and method of determining such layoffs. (Although the Board shall determine the extent, manner and method of any such layoffs, this provision does not prevent the unions from bargaining about the effects of such layoffs as provided by R.C. 4117.) Current contract language with respect to job abolition, layoffs and other similar provisions shall remain in full force and effect and shall be implemented as provided by the contract. It is the Board's intent that the use of retirement, early or otherwise, and other methods of attrition should enhance the Board's ability to keep the number of layoffs, which it determines, necessary at a minimum.

21.04 Paid Health Insurance Coverage

Any employee laid-off during the term of this agreement will have their health insurance coverage continued at the expense of the Board for period of six months from the effective date of the lay-off of that person.

ARTICLE XXII RECALL PROCEDURE

22.01 Notification

An employee, to be in line for recall, must keep on file with the Board of Education his current address and telephone number. Employees on layoff will be recalled in line with their seniority within their classifications. If an employee cannot be reached at the address or telephone number on file a registered letter will be sent. If no response is received within seven (7) working days he will be considered to have resigned.

22.02 Reporting From Layoff

Employees who receive a written notice of recall must, within forty-eight (48) hours of the receipt of such notice, advise the Board of the date upon which he will return to work. Any employee so recalled who after receipt of such notice, unless mutual understanding to the contrary has been reached with the employer, will be considered to have resigned and will forfeit all rights of recall unless failure to comply with the above on the part of the employee is due to circumstances beyond his control.

22.03 Resignation from Layoff

Any employee, who by notification or positive action resigns while on layoff, forfeits all rights to recall.

ARTICLE XXIII CONTINUOUS SERVICE

23.01 Continuous Service Accumulation

Continuous service shall be calculated from and after the effective date of an employee's official appointment by the Board of Education, except that no such continuous service credit shall be recognized until an employee has completed his probationary period of ninety (90) days.

23.02 Continuous Service Interruption

During the first five (5) years of disability retirement or during the effective dates of an official leave of absence for illness (Board Policy GDBD), an employee shall retain all continuous service credit previously earned but shall not add to such service during the period of such disability retirement or leave of absence.

During the period of time an employee is on layoff, the continuous service credit he held at the time of layoff shall be retained and credited to him in the event of his return to active employment within two (2) years; however, no additional service credit shall be added during the layoff period.

23.03 Continuous Service Cancellation

Continuous service shall be canceled by any one or more of the following:

- a. Resignation;
- b. Discharge for cause;
- c. Failure to return to work upon recall as specified in Article XX, Section 2;

- d. Inability to return to work within five (5) years of the beginning of disability retirement;
- e. Failure to observe the terms or regulations governing a leave of absence;
- f. Continued layoff for a period of more than two (2) years;
- g. Absence from work for a period of two (2) days without reporting off and without reasonable excuse for failure to do so;
- h. Absence due to a compensable disability incurred during the course of employment shall not break continuous service provided such individual is returned to work within thirty (30) days after final payment of statutory compensation for such disability, or after the end of the period used in calculating a lump sum payment. If such employee is reemployed, service credit equal to his accumulated service but not to exceed five (5) years will be given. Such employee will be considered a new employee only for the purpose of the probationary period.

23.04 Service Credit

Service credit (seniority) will not accrue during the period of leaves of absence except for military service and absence on Workers' Compensation.

ARTICLE XXIV HEALTH AND DENTAL INSURANCE

24.01 Health Insurance:

- A. For the term of this Agreement, the Youngstown Board of Education shall provide in accordance with the following premium co-pay the schedule of prescription, hospital, medical insurance for all full-time employees as now in existence as outlined in the Summary of Benefits at Exhibit B, "Classified PPO Plan". Employees working five (5) hours per day, five (5) days per week or more shall be considered full-time employees.

1. Through August 31, 2012, each employee shall reimburse the Board a portion of the annual premium for such coverage in which he/she opts to enroll. Employee reimbursement shall be in the following amounts and methods;

- i. For family coverage, each employee shall annually pay an amount equal to 1.225% of

his/her annual salary (excluding overtime and supplemental payments), not to exceed \$750.00 per year.

ii. For single coverage, each employee shall annually pay an amount equal to 0.65% of his/her annual salary (excluding overtime and supplemental payments), not to exceed \$400 per year.

2. Effective on and after September 1, 2012, each employee shall pay 10% of the premium for the coverage in which he/she opts to enroll. "Premium" shall be the cost of coverage attributed to each form of health care coverage.

B. If, during the Duration of the Agreement, the YEA negotiates with the Board a New Health Care Plan comparable to the Option 1 Plan proposed by the Board in these negotiations (copy attached as Exhibit "A"), then AFSCME and the Building Trades will reopen their Agreements to bargain over health insurance benefits and employee premium contributions (not less than 10%) to adapt such Plan to their bargaining units to be effective on the same date(s) as for YEA, the goal being one New Health Care Plan for all employees of the Board. If the parties fail to reach agreement on the adaptation of the Plan after sixty (60) days of negotiation which may or may not include mediation, the benefits and employee premium contributions in this Agreement shall remain unchanged for the Duration of this Agreement.

C. Spousal Coordination of Benefits.

a. If an employee's spouse is eligible to participate, as a current employee or self-employed individual (other than a sole proprietor) in a business or organization, in group health insurance (medical and/or prescription drug coverage) sponsored by his/her employer or business, the spouse must enroll for single coverage in such employer or business sponsored group insurance coverage no later than January 1, 2013, then no later than every January 1 thereafter.

b. This requirement does not apply to any spouse who works less than 20 hours per week OR is

required to pay more than \$125 per month effective January 1, 2013, \$150 per month effective July 1, 2013, and \$200 per month effective July 1, 2014, to participate in his/her employer's or business's group medical and prescription insurance coverage.

c. Upon the spouse's enrollment in any such employer or business sponsored group health insurance coverage, that coverage will become the primary payor of benefits and the coverage sponsored by the Youngstown City Schools will become the secondary payor of benefits according to the primary plan's coordination of benefits and participation rules. Any spouse who fails to enroll in the group health insurance plan sponsored by his/her employer or business (except as noted above) shall be ineligible for benefits under the group insurance health coverage sponsored by the Youngstown City Schools.

d. It is the employee's responsibility to advise the Youngstown City Schools' Health Benefit Plan ("the Plan") immediately and not later than 30 days after any change in eligibility) if the employee's spouse becomes eligible to participate in group health insurance sponsored by his/her employer or business on or after January 1, 2013. Upon becoming eligible, the employee's spouse must enroll in any group health insurance sponsored by his/her employer or business unless he/she is exempt from this requirement in accordance with the exemptions stated in this Section.

e. Every employee whose spouse participates in the Youngstown City School's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Plan, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer, business or organization. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all group health insurance and/or prescription drug insurance coverage sponsored by

The Youngstown City Schools. Additional documentation maybe required.

D. The Board shall continue to provide prescription, hospital, surgical and major medical insurance for the remainder of the month in which sick leave accumulation is exhausted together with the additional premium for a period of two (2) years as amended by law. Provided, however, that the employee is on an approved leave of absence for illness and, notwithstanding the provisions of Section 15.03, the employee continues to meet the premium co-pay requirements described in Section 24.01A. The salary basis for computing the co-pay for the period of absence will be the annual salary the employee was earning at the time of his exhaustion of sick leave.

24.02 Dental Insurance

The Board shall provide, at its expense, a single or family plan of dental insurance for each full-time employee, the following schedule of benefits:

Class I Services

(Preventive & Diagnostic Services) 100% of Usual Customary Rate (no deductible)

Class II Services

(Basic Dental Repairs) 100% of Usual Customary Rate

Class III Services

(Dental Restorations) 60% of Usual Customary Rate

Class IV Services

(Orthodontia) 60% of Usual Customary Rate *(\$1,500.00 Maximum)

Deductibles

Employee Deductible. \$25.00

Family Deductible. \$75.00 (Maximum)

*The Fifteen Hundred Dollars (\$1,500.00) maximum for orthodontic services shall be increased by the percent of the pay increase described in Article XVII above effective 9/1/94 and 9/1/95 if and when any such increase on those dates is effectuated. However, no increase shall be effective for the year beginning 9/1/93. As of 9/1/94 = \$1,605. As of 9/1/95 = \$1,685.

24.04 Vision Care Plan

The Board shall pay up to and no more than eighty-one dollars (81.00) per year per employee toward the

premium cost of an eye care insurance plan to be obtained by the Board through the Ohio AFSCME Care Plan. (This benefit shall be effective 02/01/2003.)

24.05

Waiver

The Board shall pay any employee the following monthly amount during any period of employment in which the employee eligible for family coverage waives in writing coverage under the Board's insurance plans for health and dental:

For waiving family plan: \$110.00 per month

This does not apply to any employee where the employee and the spouse both work for the District.

If the employee desires to cancel the waiver and re-enter the Board's insurance program, such re-entry shall be on either January 1 or July 1. However, if the employee is re-entering the plan because of the cancellation of another plan in which the employee is enrolled, then the employee shall have thirty (30) days from the date of such cancellation to make application for re-entry into the Board's health insurance program; in any other event the employee shall re-enter on January 1 or July 1, if the employee so applies.

24.06

Insurance Committee

In the event that management wishes to form a committee to discuss health insurance (including dental, prescription and major medical coverage) with all bargaining units the Trades will be asked to provide representation on that committee.

ARTICLE XXV

MANAGEMENT

25.01 The Union agrees to cooperate with Management to attain the best possible operation of the city school system in a manner consistent with fair and reasonable labor practices. The Union will support Management's effort to improve the physical condition of the schools, eliminate waste, conserve materials and supplies, establish efficient methods of operation and improve the services provided in the schools.

25.02 The Board of Education retains the sole right to manage the operation of the schools, including but by no means limited to, the right to decide the duties to be performed, the tools, equipment and machinery used in such performance, the manner of handling and storing equipment, to maintain order and efficiency in its operations, to hire, lay off, assign, transfer and promote employees, to schedule hours to be worked, including starting and quitting time, to schedule overtime hours, to discipline, suspend

or discharge employees for just cause, provided that none of these rights shall be exercised in a manner inconsistent with the other provisions of the Agreement.

It is agreed that the members of the bargaining unit represented by the five Craft Locals shall perform craft work and that the custodians shall perform custodial work.

25.03 Drug Testing Policy

Effective 02/01/2007 the Board of Education shall initiate a drug testing policy based on a reasonable suspicion standard. Said policy shall be implemented beginning May 1, 2007 (90 days after the effective date) and is contingent upon the following provisions:

1. All skilled trades employees will have attended an awareness seminar; and
2. Supervisors authorized to order reasonable suspicion testing shall be identified for each department; and
3. All authorized supervisors shall have attended a training session on proper procedures for administration of this policy.

The complete policy shall be attached to this agreement.

ARTICLE XXVI EMPLOYEE WORKSHOP

26.01 In the best interest of labor and management, all employees shall be entitled to one (1) day off, without loss of pay, for the purpose of a Union workshop. Such workshop shall be developed and conducted within the discretion of the Union leadership. Such day shall coincide with the NEOEA meeting date. This day will be mandatory that all employees attend; the only excuse will be if the employee is scheduled to work or is on an approved leave. The Union shall provide sign-in and sign-out evidence of employee full-workshop attendance to the Treasurer by the close of the payroll period during which the workshop day falls. If no such evidence of attendance is then provided to the Treasurer, then the employee shall not be paid for that day.

ARTICLE XXVII ENTIRE AGREEMENT

27.01 Prior to the effective date hereof, various agreements have been entered into from time to time and except as such prior agreements have been incorporated herein, such agreements are terminated. This document shall be recognized as containing all agreements in existence between the Local and the Board.

ARTICLE XXVIII EFFECT OF LAW

28.01 If any portions or provisions hereof are found to be contrary to law, such portions or provisions shall become void

without affecting the balance of the within agreement, and in such event the parties shall immediately renegotiate that provision which is void.

ARTICLE XXIX SELECTION CRITERIA

29.01 When the Board hires trades people into positions in the bargaining unit, among the criteria for selecting employees to be hired shall be the following:

1. Possess a certificate of completion of an apprenticeship program in the trade from an accredited trade school, or 10 years full-time working experience in the work of the trade immediately prior to hiring by the Board;
2. Possess any and all current licenses and registrations required for the practice of the trade in the City of Youngstown, Ohio by any applicable city, county, state or federal law, regulation or rule.
3. Civil Service qualifying procedures if required by the local civil service administrator.

29.02 Probationary Period and Crafts/Trade Union Membership

- A. New employees will serve a 90-day probationary period.
- B. New employees will join the respective trade or crafts union within 7 days of completion of the 90-day probationary period.

ARTICLE XXX SALARIES

During the term of this agreement the following salaries shall be paid as indicated:

| | 2/1/10 | 2/1/11 |
|----------------------|--------|--------|
| Painters: | | |
| Foreman | 50,149 | 50,651 |
| Journeyman | 47,760 | 48,238 |
| Plumbers: | | |
| Foreman | 50,149 | 50,651 |
| Journeyman | 47,760 | 48,238 |
| Electricians: | | |
| Foreman | 50,149 | 50,651 |
| Journeyman | 47,760 | 48,238 |

Plasterers:

| | | |
|------------|--------|--------|
| Foreman | 50,149 | 50,651 |
| Journeyman | 47,760 | 48,238 |

Carpenters:

| | | |
|------------|--------|--------|
| Foreman | 50,149 | 50,651 |
| Journeyman | 47,760 | 48,238 |

Said salaries represent increases of 1% effective 02/01/2010, and 1% effective 02/01/2011, provided that if the Board grants a greater wage increase to any group of employees represented by an employee organization to be effective prior to February 1, 2011 and/or February 1, 2012 skilled trades shall receive the same wage increase as the employees represented by the other employee organization to be effective February 1, 2010 and/or February 1, 2011, respectively as applicable.

A. Effective 2/01/2012: =0% increase.

B. Effective 2/01/2013: = 0% increase.

C. Effective 2/01/2014: = 0% increase.

D. "Me Too" for wages prospectively during the Duration of the Agreement if other organization negotiates a greater percent of base wage increase than zero percent.

i. If Effective before 2/1/14: If any group of employees represented by an employee organization other than AFSCME or Building Trades negotiates after June 28, 2012 and receives a greater than zero base wage increase to be effective before February 1, 2014, those employees represented by AFSCME or Building Trades as appropriate shall receive the same base wage increase as the employees represented by the other employee organization to be, effective on the same date as for the other employee organization.

ii. If Effective before 2/1/15: If any group of employees represented by an employee organization other than AFSCME or Building Trades negotiates after June 28, 2012 and receives a greater than zero base wage increase to be effective before February 1, 2015, those employees represented by AFSCME or Building Trades as appropriate shall receive the same base wage increase as the employees represented

by the other employee organization to be effective on the same date as for the other employee organization.

E. If the "Me Too" is triggered, then the vacation accrual and severance provisions for AFSCME and the Building Trades similar to those in Sections 14.02(3) as amended and 14.05 as deleted for AFSCME 1143B shall be amended as initially proposed by the Board (copy attached as Exhibit "B") effective going forward from the trigger date of the "Me Too" on the condition that (1) annually accruing vacation shall be available at the beginning of the vacation year, but (2) if employment ends for any reason during that year prior to earning all of the vacation used, then the employee must pay back the non-earned portion which was used; such payback to include, but not limited to, subtracting it from any final paychecks, severance checks or other amounts owed by the Board to the employee; (3) any currently earned and accrued, but unused vacation as of the "Me Too" trigger date shall not be lost by current employees, but such amounts shall be frozen, subject to use by the employee while employed and/or subject to payment on separation according to Section 14.04, but any such amounts for severance purposes shall be maxed at sixty (60) days; (4) If an employee requests to use vacation and that request is denied and not rescheduled during the year and that employee has unused vacation left at the end of the vacation year which accrued during that year, the employee will not lose the amount of vacation requested, but denied and not rescheduled; instead, the employee will be paid for 25% of the amount of vacation leave denied and not rescheduled during the vacation year; however, if the employee tries to reschedule such vacation and is denied again, in part or in whole, then the amount of leave denied shall be paid to the employee; (5) With this change of vacation benefit requiring that vacation accruing during a vacation year be used during that year, and prohibiting any carryover of unused vacation, the Board will establish a process of scheduling vacations for the vacation year during the first month of the year, with applications to be submitted by the employee for advanced scheduling of vacation; any conflicts in requested scheduling shall be resolved by seniority of the employees; and (6) No vacation may be scheduled for head custodians, school

secretaries, and building trades employees during the first two (2) weeks of a school year.

ARTICLE XXXI NEGOTIATIONS

31.01 Voluntary Dispute Settlement Procedure

The undersigned parties having mutually agreed upon a dispute settlement procedure, which shall supersede the procedures provided for in Chapter 4117 of the Ohio Revised Code, hereby agree as follows:

A. At any time during negotiations and prior to the expiration of this Agreement, impasse may be declared by either party, at which time a joint written request shall be made to the Federal Mediation and Conciliation Service to provide a mediator to assist the parties in reaching an agreement. Mediation shall begin as soon as the mediator can be available to the parties and shall continue until the expiration of this Agreement and, if the parties mutually agree, may continue thereafter.

B. This Supplemental Agreement as to the use of mediation as a voluntary dispute settlement procedure shall be effective on the date executed by both parties.

C. This Supplemental Agreement may not be canceled, revoked or terminated during the term of the current Collective Bargaining Agreement between the parties which it supplements, or while negotiations for a successor Collective Bargaining Agreement are being conducted. This voluntary dispute settlement procedure may not be canceled, revoked or terminated prior to or during the period of any contract modification. Further, this voluntary dispute settlement procedure may be used in the successor Collective Bargaining Agreement now being negotiated.

D. The Collective Bargaining Agreement, or successor Agreement, shall remain in effect during the period of all negotiations or until a ten (10) day notice of termination is served upon the Board by the Union.

E. This Supplemental Agreement shall not be subject to the grievance and arbitration procedure of the current or the successor Collective Bargaining Agreements between the parties.

ARTICLE XXXII SEVERANCE PAY

32.01 The severance pay for each full-time employee will be as follows:

Payable only upon retirement;
Retirement must be within 90 calendar days after the last paid day of service;
Payment is based on the daily rate of pay as of the retirement date and on the number of accrued but unused

sick leave including unused personal days which have been converted to sick leave;
Shall be considered to eliminate all sick leave credit accrued by the employee at that time;
Shall be based on the following schedule:

| | | |
|------------------|--------|------------------------|
| Effective 2/1/10 | 60.00% | not to exceed 180 days |
| Effective 2/1/11 | 55.00% | not to exceed 170 days |

For new employees hired on or after 2/1/2010:
Effective 2/1/10 25.00% not to exceed 75 days

For employees who die on or after 2/1/2010 during employment:

| | | |
|------------------|--------|-----------------------|
| Effective 2/1/10 | 25.00% | not to exceed 75 days |
|------------------|--------|-----------------------|

Shall be paid in accordance with IRS regulations (75 days following the date of retirement).

32.02 Any bargaining unit member electing to retire between February 1, 2007 and July 1, 2007 shall be paid at the rate of 75% of accrued but unused sick leave (including converted personal leave) upon retirement, not to exceed 180 days.

32.02.1 Any converted personal days may be used to achieve the one hundred eighty-day (180-day) maximum, the one hundred seventy (170) day maximum or the seventy-five (75) day maximum, as applicable.

32.03 RETIREMENT INCENTIVE

In the event the Board initiates a retirement incentive program with the Youngstown Education Association it will discuss the feasibility of extending such a program to Trades employees.

ARTICLE XXXIII PROFESSIONAL STUDY LEAVE

33.01 Eligibility

An employee who has completed three (3) or more consecutive years of contractual service in the Youngstown City School District shall, upon the recommendation of the Superintendent of Schools and with the approval of the Board of Education, be granted a leave of absence for not longer than one (1) school year for professional study designed to improve or broaden his skills so as to be of greater value to the schools. Such leave may be renewed for an additional year upon proper application.

33.02 Application and Implementation

In requesting such a leave, the employee shall present to the Superintendent of Schools for approval, a plan for professional study and at the conclusion of the leave, shall provide evidence that the objectives of the plan were

substantially achieved. All such leaves shall terminate on June 30 of a given year. Notification of intention to resume active status shall be given in writing to the Superintendent of Schools or the Director of Personnel not later than April 30.

33.03 Increments

When the stipulated procedure has been followed, annual increments provided by the salary schedule shall be granted for each year of the professional leave during which eighteen (18) or more semester hours of approved credit were earned.

DURATION AND NOTICE

These Agreements shall be effective as of February 1, 2012 and shall remain in full force and effect up through midnight of January 31, 2015.

Either party may notify the other in writing at least sixty (60) days prior to the expiration date of its Agreement that it desires to commence negotiations for a successor Agreement. In the event that such notice is given, negotiations shall begin no later than one (1) week after such notice is received. Any notice to be given under these Agreements shall be by certified mail, return receipt requested. Such notice, if given by the Board, shall be addressed and sent to the following:

Billy J. Keel, Business Agent
Painters, Local #476

Jim Burgham, Business Agent
International Brotherhood of
Electrical Workers, Local #64

Roland Taylor, Business Agent
United Association of
Journeymen and Apprentices of
the Plumbing and Pipe Fitting
Industry, Local #396

Bob Gerst, Jr., Business Agent
Operative Plasterers &
Cement Masons, Local #179

Mike Rapovy,
Indiana/Kentucky/Ohio Regional Council
of Carpenters, Local #171

Such notice, if given by the Union, shall be addressed and sent to the following:

Superintendent of Schools
P.O. Box 550
20 West Wood Street
Youngstown, Ohio 44501

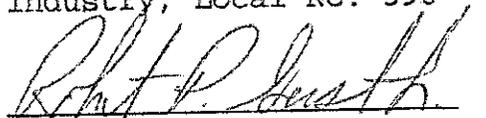
Either party, by written notice received in writing by the other party, may make a change of address.

Signed at Youngstown, Ohio this ____ day of _____
2012.

For the Respective Unions:


James D. Burgham
Electricians' Local No. 64


Roland Taylor
The United Association of
Journeymen and Apprentices of
the Plumbing and Pipe Fitting
Industry, Local No. 396

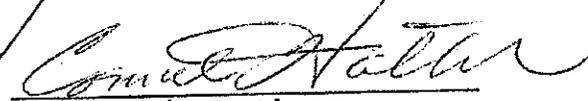

Bob Gerst, Jr.
Operative Plasterers and
Cement Masons, Local No. 179

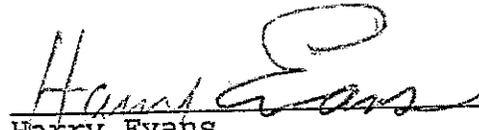

Billy J. Keel
International Union of
Painters Allied Trades,
District Council No. 6
Painters Local Union No. 476


Mike Rapovy
Indiana/Kentucky/Ohio
Regional Council of Carpenters
Carpenters' Local #171

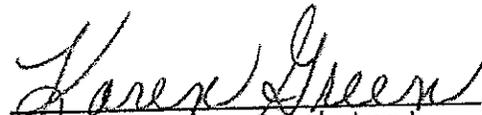
For the Board of Education:


Lock P. Beachum, Sr.
President, Board of Education


Dr. Connie Hathorn
Superintendent of Schools

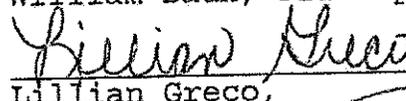

Harry Evans
Chief of Operations

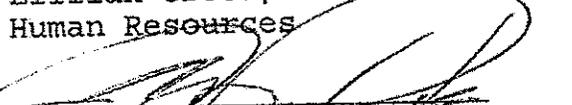

Brian Kellogg
Treasurer


Karen Green, Assistant
Superintendent H.R.


Jerome Harrell, Principal


William Baun, Principal


Lillian Greco,
Human Resources


James E. Roberts
Attorney and Chief Negotiator

COLLECTIVE BARGAINING AGREEMENTS

Between

YOUNGSTOWN BOARD OF EDUCATION

and

BUILDING TRADES

"ME TOO"

EXHIBIT A

| | Classified TO Plan <i>Hospital & Physicians Network</i> | Proposed Non-Grandfathered TO Plan OPTION 1 <i>Hospital & Physicians Network</i> |
|----------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| <i>Network Type</i> | Network | Network |
| <i>Benefit</i> | 100% no deductible | 90% after deductible |
| <i>Speech Therapy - Facility and Professional</i> | Unlimited Visits | 20 visits for Speech Therapy |
| <i>Cardiac Rehabilitation</i> | 100% no deductible | 70% after deductible |
| <i>Professional Medical Services</i> | 100% no deductible | 70% after deductible |
| <i>Emergency use of an Emergency Room</i> | 100% no deductible | \$75 copay, then 100% for accident or med emergency |
| <i>Accident or initial injury care rendered within 2 days of injury</i> | 90% no deductible | Copay waived if admitted |
| <i>Accident or initial injury care rendered after 2 days of injury</i> | 100% copayment, then 100% | |
| <i>Medical Emergency</i> | 545 copayment, then 100% | \$125 copay, then 70% |
| <i>Non-Emergency Use of ER</i> | Not Covered | Not Covered |
| <i>Supplemental Accident Care (limited to the first \$200 of services received within 90 days after an accident)</i> | Not Covered | Not Covered |
| <i>Amputation Facility</i> | Not Covered | Not Covered |
| <i>Semi-Private Room and Board</i> | Not Covered | Not Covered |
| <i>Inpatient Consultation</i> | 1st 365 days, 100% no deductible. After 365 days, 90% no deductible | 90% after deductible |
| <i>Amputation</i> | 100% no deductible | 70% after deductible |
| <i>Inpatient Network Care</i> | 100% no deductible | 70% after deductible |
| <i>Additional Services</i> | 540 copayment, then 100% | 70% after deductible |
| <i>Substance (including as if medically necessary)</i> | 90% no deductible | 70% after deductible |
| <i>Durable Medical Equipment</i> | 100% no deductible | 70% after deductible |
| <i>Other Medical Supplies</i> | 100% no deductible | 70% after deductible |
| <i>Horns, Headsets</i> | 100% no deductible | 70% after deductible |
| <i>Epinephrine</i> | 100% no deductible | 70% after deductible |
| <i>Human Organ Transplants</i> | 100% no deductible | 70% after deductible |
| <i>Intravenous Drug Doses/Injections & Injectable Insulin</i> | 90% after deductible | Not Covered |
| <i>Private Duty Nursing</i> | 90% no deductible | 70% after deductible |
| <i>Skilled Nursing Facility</i> | 1st 365 days, 100% no deductible. After 365 days, 90% no deductible | 70% after deductible |
| <i>Dental/Oral Surgery & Accident TDJ Services</i> | 100% no deductible | 90% after deductible |
| <i>90% no deductible</i> | 90% no deductible | 70% after deductible |
| <i>Specialty Health and Substance Abuse Services</i> | Covered in Full; No Deductible | 90% after deductible |
| <i>Inpatient Mental Health and Substance Abuse Services</i> | Covered in Full; No Deductible | 90% after deductible |
| <i>Outpatient Mental Health and Substance Abuse Services</i> | Benefits are based on corresponding medical benefits | 70% after deductible |

Three (3) month deductible carryover applies.

The Non-Network deductible applies ONLY to Durable Medical Equipment, Office Visits, Private Duty Nursing and TDJ Services. (NOT APPLICABLE TO PROPOSED PLAN)

The COP limit applies ONLY to Ambulance, Emergency (accidents and medical emergencies), Urgent Care, Durable Medical Equipment, Office Visits, Private Duty Nursing, Skilled Nursing, Inpatient Facility Services and TDJ Services. It includes all flat dollar copayments incurred in a benefit period. (NOT APPLICABLE TO PROPOSED PLAN)

Network and Non-Network Deductibles accumulate towards each other. However, Network and Non-Network COP limits are separate and do not accumulate towards each other.

Disclaimer: This summary of benefits is intended to be a brief outline of coverage. Final approval of a claim of any and all proposed services is required to ensure proper administration of this plan.

COLLECTIVE BARGAINING AGREEMENTS

Between

YOUNGSTOWN BOARD OF EDUCATION

and

BUILDING TRADES

"ME TOO"

EXHIBIT B

| | |
|---------------------------------|------------------|
| 1 year but less than 6 years | 2 weeks vacation |
| 6 years but less than 12 years | 3 weeks vacation |
| 12 years but less than 18 years | 4 weeks vacation |
| 18 years but less than 24 years | 5 weeks vacation |
| 24 years but less than 30 years | 6 weeks vacation |
| *30 years and more | 7 weeks vacation |

*Applies only to employees hired prior to February 1, 2000.

14.02 Accrual and Use

1. Actual duty for nine (9) months or longer in a contract year shall constitute a year of service.
2. A staff member on leave of absence for which annual increments are granted shall suffer no interruption in the service credit for determining vacation allowance up to a limit of one (1) year.
3. After the date of this Agreement, service credit shall be computed as of the employee's anniversary date and vacation allowance shall begin to accrue therefrom at the appropriate rate according to the above schedule. Maximum monthly vacation accrual shall not exceed 75 (seventy-five) days, effective January 1, 2004 the annual accrual, no unused portion of which shall be carried over to the next year.
4. Effective July 1, 2000 monthly vacation accruals shall be posted and reflected on the employee paycheck.

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14.03 Scheduling

1. Vacation weeks will be granted on the basis of seniority, therefore it will be necessarily, when requesting vacation weeks to list three (3) choices in order of preference. When classes are in session, no more than 15 (fifteen) cleaning aides will be permitted to be on vacation during any one (1) week. For all other classifications, no more than ten percent (10%) of the employees in any one (1) classification will be permitted to be on vacation during one (1) week.
 2. When classes are in session, substitute replacements will be provided to replace personnel on leave or vacation whenever possible.
- All vacation requests shall be submitted at least four (4) weeks in advance.

14.04 Unused Upon Separation

Upon separation from employment, due to retirement, resignation, death, etc., a non-teaching school employee shall be entitled to compensation at his current rate of pay for all lawfully accrued and unused vacation leave to his credit at the time of separation. The vacation credit shall be the prorated portion of the current year and the unused vacation leave paid to the employee or paid in accordance with Section 2113.04 of the Revised Code to his estate.

~~**14.05 Carryover of Vacation for Retirement**~~

~~If an employee notifies the Board, in writing, by January 1 of the calendar year prior to his year of retirement that he will be retiring definitely (and does retire) in the following year, then he may carryover into his final year of employment his entire vacation credit accruing during his next to last year, but to a maximum of six (6) weeks, thereby enabling him to retire with unused vacation credit totaling no more than 12 (twelve) weeks for which he may be paid upon retirement. If he doesn't retire as planned, then three (3) weeks of the carryover vacation shall be eliminated; but it will not be eliminated if all of the carryover vacation is used before June 30 of the year prior to his year of retirement.~~

ARTICLE XV**LEAVES OF ABSENCE AND SICK LEAVE****15.01 Parental Leave**

- A. **Eligibility:** An employee who becomes pregnant or who adopts a child shall be granted, upon request, a parental leave of absence, without pay, for a full school year or part of the school year in which it is requested. This leave, upon request of the employee, shall be extended for up to one (1) additional school year provided the request is made in writing to the Superintendent on or before August 1, immediately preceding the school year for which the extension is requested.
- B. **Application:** Application for a parental leave shall be made in writing to the Superintendent not later than 30 (thirty) days prior to the effective date for such leave and such request shall state the duration of the leave. When the request is from an employee who is pregnant, it shall be accompanied by a statement from the attending physician giving the expected date of delivery. In the case of unexpected circumstances that result from childbirth or from adoption procedures, the notice requirement of 30 (thirty) days may be reduced or waived.
- C. **Reinstatement:** In the event the approved leave is for a period of 60 (sixty) workdays or fewer, the employee's position will be filled with a substitute employee and the employee shall resume