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STATE EMPLOYMENT
RELATIONS BOARD

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Collective Bargaining Agreement

between

YOUNGSTOWN BOARD OF EDUCATION

and

AFSCME Local No. 1143-C

January 1, 2011

through

December 31, 2013

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Article I

PREAMBLE

- 1.01 This Agreement is hereby entered into by and between the Board of Education of the Youngstown City School District, hereinafter referred to as the "Employer," and the American Federation of State, County and Municipal Employees, Ohio Council 8, Local 1143, AFL-CIO, hereinafter referred to as the "Union."

Article II

RECOGNITION

- 2.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours, and other terms and conditions of employment, as provided by the State Employment Relations Act, for all full-time and regular part-time employees employed by the Employer occupying the position of guard, excluding all casual part-time, seasonal and temporary employees. All other employees of the Employer are excluded from the bargaining unit. Said recognition shall continue for a term as provided by law.
- 2.02 For the purposes of this Article, regular part-time employees shall be defined as employees who are regularly scheduled to work 24 (twenty-four) hours or more per bi-weekly pay period as determined by the work schedule prepared at the beginning of school.

Article III

DUES DEDUCTIONS AND FAIR SHARE FEE

- 3.01 During the term of this Agreement, the Employer shall deduct regular monthly Union dues, fees and assessments from the wages of those employees who have voluntarily signed dues deductions authorization forms permitting said deductions. The dues deductions shall be made from each paycheck.
- 3.02 The Employer agrees to supply the Union with an alphabetical list of those employees for whom dues deductions and fair share fees have been made.
- 3.03 A check in the amount of the total dues, fees and assessments withheld from those employees authorizing a dues deduction shall be tendered to the Controller, AFSCME/Ohio Council 8, 6800 North High Street, Worthington, OH 43085-2512, within 20 (twenty) days from the date of making said deductions.
- 3.04 All employees in the bargaining unit who are not having union dues being deducted pursuant to Section 3.01 above, and all newly hired employees who do not voluntarily join the Union shall, as a condition of continued employment with the City, have a fair share fee deducted from their pay upon the completion of 60 (sixty) days of continuous service. No payroll deduction authorization forms shall be required for this fair share deduction. Fair share fees shall be based on the AFSCME schedules.
- 3.05 The Union hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the Union shall indemnify the Employer for any such liabilities or damages that may arise.

Article IV

MANAGEMENT RIGHTS

4.01 Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to:

- a) Determine matters of inherent managerial policy that include but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure
- b) Direct, supervise, evaluate, or hire employees
- c) Maintain and improve the efficiency and effectiveness of governmental operations
- d) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted
- e) Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees
- f) Determine the adequacy of the work force
- g) Determine the overall mission of the employer as a unit of government;
- h) Effectively manage the work force
- i) Take actions to carry out the mission of the public employer as a governmental unit.

4.02 In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer. In the event there is a conflict between this Article and the remaining provisions of this Agreement, the remaining provisions shall control.

Article V

NO STRIKE - NO LOCKOUT

5.01 The parties to this Agreement recognize that the procedures set forth herein shall serve as a means for the peaceful resolution of all disputes, which arise during the term of this Agreement. Therefore, for the life of this Agreement, the parties agree to the following:

- a) Union Does hereby affirm and agree that it will not either directly or indirectly call, sanction, encourage, finance, or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, refusal to cross any picket lines due to any strike by a union representing other employees of the Employer, or other concerted interference with or the withholding of services from the Employer.
- b) The Employer does hereby affirm and agree that its agents or representatives will not authorize, instigate, cause and/or condone the lockout of any employee.

Article VI

NON-DISCRIMINATION

6.01 The employer and the Union agree not to discriminate against any employee(s) on the basis of race, creed, national origin, age, sex, genetic information or disability.

Article VII

PROBATIONARY PERIOD

7.01 The probationary period for all newly hired employees shall not exceed six (6) months. Newly hired employees shall have no seniority during probationary period, however, upon completion of the probationary period, seniority shall start from date of hire.

7.02 The Employer shall have the sole discretion to discipline or discharge probationary employees and any such action shall not be appealable through any Grievance of Arbitration Procedure herein contained, or to any Civil Service Commission.

Article VIII

SENIORITY

8.01 Seniority shall be defined as an employee's uninterrupted length of continuous employment with the Employer. A probationary employee shall have no seniority until he satisfactorily completes the probationary period which will be added to his total length of continuous employment.

8.02 An employee's seniority shall be terminated when one or more of the following occur:

- a) He/She resigns
- b) He/She is discharged
- c) He/She is laid off for a period of time exceeding 24 (twenty-four) months

- d) He/She retires
- e) He/She fails to report for work for more than three (3) working days without having given the Employer advance notice of his pending absence, unless he is physically unable to do so as certified by the appropriate authority
- f) He/She becomes unable to perform his/her job duties due to illness or injury and is unable to return to work upon the expiration of any leave applicable to him/her
- g) He/She refuses to recall or fails to report to work within seven (7) working days from the date the Employer sends the employee a recall notice
- h) Works less than 24 hours bi-weekly for six (6) consecutive working months

Article IX

SENIORITY AND JOB ASSIGNMENT

- 9.01 Any bargaining unit member who works an average of twenty-four (24) hours bi-weekly or more shall be entitled to seniority rights. Seniority rights commence from the first day of pay received from the Employer as a regular part-time employee.
- 9.02 Additional hours of work, when they become available, shall be bid by mail to all bargaining unit members and awarded by bargaining unit seniority.
- 9.03 In the event the employer finds it necessary to eliminate a Security Positions and/or hours for lack of work or lack of funds, the following procedure shall apply:
- a) Meet and discuss reduction with AFSCME President no later than 30 (thirty) days prior to implementation.
 - b) Affected security officer shall bump the least senior non-bargaining unit security officer.
 - c) If no non-bargaining unit security officer is available to bump, displaced security officer shall bump the least senior bargaining unit officer if his/her bargaining unit seniority will allow.

In the event a displaced bargaining unit security officer cannot successfully bump and, as a result cannot maintain the 24 (twenty-four) hour, bi-weekly criteria, such said bargaining unit officer shall have continuous service seniority extended for a period not to exceed one (1) calendar year.

However, if displaced bargaining unit officer during stated seniority extension fails to exercise his/her right to bid for additional hours when they become available, he/she shall forfeit all rights to such stated extension.

- 9:04 No security officer (union or non-union) working with the Youngstown Police Department or Mahoning County Sheriff's Department, who are subject to early call-out from the department, will be permitted to bid on any security afternoon positions in the future that would result in additional hours (all current positions held by aforementioned bargaining unit employees shall be maintained in respect to day and hours worked). All security officers bidding on afternoon security positions must be available to work all shifts on

which they bid; the only exception to such requirement will be removal of the officer from availability by order of the Youngstown Police Chief and/or Mahoning County Sheriff.

Article X

TRANSPORTATION OF STUDENTS

10.01 Transportation of students by security guards shall be for the sole purpose of transportation to or from juvenile and/or adult detention facilities, processing facilities, for disciplinary reasons, or to maintain or restore order.

Article XI

SICK LEAVE

11.01 Sick leave shall be defined as an absence with pay necessitated by:

- a) Illness or injury to the employee
- b) Exposure by the employee to a contagious disease communicable to other employees; and/or
- c) Serious illness, injury or death in the employee's immediate family

11.02 All employees shall earn sick leave at the rate of .05777 per hour worked, not to exceed 10 (ten) hours per month

11.03 An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore at least one (1) hour before the start of his work shift each day he is to be absent.

11.04 Sick leave may be used in segments of not less than one (1) hour.

11.05 Before an absence may be charged against accumulated sick leave, the Department Head may require proof of illness, injury or death, or may require the employee to be examined by a physician designated by the Department Head and paid by the Employer. In any event, an employee absent for five (5) or more days must supply a physician's report to be eligible for paid sick leave.

11.06 If an employee fails to submit adequate proof of illness, injury or death upon request, or in the event that upon such proof as is submitted or upon the report of medical examination, the Department Head, at his discretion, find there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may, at the Department Head's discretion, be considered an unauthorized leave and shall be without pay. Absence for a death in the family shall not exceed five (5) regularly scheduled days in any calendar week.

11.07 When an employee returns to work with the approval of his family physician and the Board refers him to the school physician who does not concur with the ruling of the employee's attending physician, a neutral physician will be selected by the employee's attending

physician and the Board's physician. The neutral physician's decision will be final and binding on both parties.

- 11.08 When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, children, parents or person actually residing with the employee. When use of sick leave is due to death in the immediate family, "immediate family" shall be defined to only include the employee's parents, grandparents, spouse, spouse's parents, child, brother, sister, or person in loco parentis.
- 11.09 Upon the retirement of an employee who has not less than five years of continuous employment with the Employer and who has qualified for retirement benefits from a State of Ohio public employee retirement system, such employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement multiplied by one-half the total number of accumulated but unused sick hours earned by the employee, providing that such resulting number of hours to be paid shall not exceed 920 (nine hundred twenty) hours.
- 11.10 Notwithstanding any other provision of law, rule or regulation, no employee covered under this Agreement will be able to transfer and/or utilize any sick leave accumulated with another employer for the purposes of paid sick leave with the Employer or any form of severance pay upon retirement.

Article XII

HEALTH CARE BENEFITS

- 12.01 Effective at the beginning of the first month subsequent to the execution date of this Agreement, the Employer shall pay \$6.75 per month per bargaining unit employee to the AFSCME Care Plan for Vision Care.
- 12.02 Effective at the beginning of the first month subsequent to the execution date of this Agreement, the Employer shall purchase and pay for a \$10,000 (ten thousand dollar) life insurance policy for each bargaining unit member.
- 12.03 All bargaining unit employees have the right to self-pay hospitalization and dental insurance premiums at the Employer's premium rate and receive the same coverage of the Local 1143 bargaining unit, providing such employees pay the full premium for such insurance in a timely manner, either by payroll deduction or individual payment.
- 12.04 Full-time employees shall be provided with full-time employee benefits (insurance, vacation, leave, etc.) provided to other full-time employees of the employers. Employees working five (5) hours per day, five (5) days a week or more shall be considered full-time employees.

Article XIII

PROFESSIONAL LEAVE

13.01 Employees shall, to the extent practical, be granted such time off without pay as agreed upon for any required training. The employee shall give the Employer as much advance notice as possible.

Article XIV

JURY DUTY

14.01 An employee who is absent from his/her job for jury duty service shall be granted without loss of pay. 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 and shall deposit with the Treasurer any jury pay received. This leave shall apply only to those days on which the juror actually attends court proceedings.

Article XV

ABSENCE STEMMING FROM ASSAULT

15.01 Whenever an employee is absent from work with the Employer and unable to work at his primary place of employment (except light-duty assignments) as a result of physical injury incurred in the course of the employee's employment as a result of an assault (except among employee's), the employee shall be granted assault 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) 75 (seventy-five) working days, (b) the duration of the inability to perform his duties, or (c) the time at which the employee begins receiving Worker's Compensation benefits.

- a) The employee must apply for Workers' Compensation temporary disability benefits in order to receive benefits under this provision
- b) Such absence shall not be charged against sick leave once the leave becomes effective. However, sick leave, if any, shall be charged when the leave expires according to the foregoing paragraph unless the employee is receiving Worker's Compensation benefits or is utilizing an unpaid leave of absence

15.02 The employee 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 prior to the assault leave becoming effective if physically able.

15.03 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.

15.04 If the absence stemming from assault exceeds 10 (ten) days, the Board may require a physical examination of the employee by a physician of the Board's choice (at Board expense) to substantiate the use of Assault Leave.

Article XVI **SERS PICK-UP (SALARY REDUCTION/RESTATEMENT)**

16.01 The Employer shall offer the same SERS salary reduction plan available to all other non-teaching employees.

Article XVII **CALAMITY DAYS**

17.01 In the event that all schools are closed due to extreme weather conditions or other emergencies designated by the Superintendent, all employees shall normally not report for weather conditions, all employees shall normally not report for duty and will be paid. Said employees will submit a Request for Paid Absence form.

17.02 However, if the immediate supervisor or some other administrative officer feels that some employees are need for all or part of the day, the employees shall be subject to call with compensatory time off during the particular contract year. Request for Paid Absence forms shall be utilized for this purpose. If compensatory time off exceeds 10 (ten) days, further discussion with the bargaining unit shall be in order. If conditions make reporting for duty impossible, these persons are to follow normal reporting off procedures.

Article XVIII **HOURS OF WORK**

18.01 To the extent practical, the normal workweek for regular part-time employees shall be 24 (twenty-four) hours or more in a bi-weekly pay period. The number of hours of work may be modified according to the needs of the Employer.

18.02 The Employer will meet with the Union President or designee and one (1) bargaining unit member prior to the start of the school year to discuss any changes in the scheduled hours of work or starting and quitting times for the school year, and during the school year, if such charges are deemed necessary by the Employer. Emergency changes of a temporary nature (not exceeding three days do not require such a meeting between the parties.

18.03 To the extent practical, the normal workday shall be scheduled between the hours of 7:00 a.m. and 5:00 p.m., except for regularly scheduled evening shifts and search time.

18.04 Security Guards working special events shall be paid a minimum of four (4) hours at their current hourly rate at the time of the event. In addition, any event and/or function that utilizes a Youngstown City School and requires security, as mutually agreed upon by the Superintendent, Executive Director of School Business Affairs, and Chief of Security, shall

be assigned as set forth below and shall be paid in accordance with the four (4) hour minimum:

- a) Bargaining unit guards based on seniority (total) and availability
- b) Any other non-bargaining unit guards
- c) Any other police officer

18.05 Effective January 1, 2011, reduce the minimum number of hours for an unscheduled emergency duty to three (3) hours in the first year and two and one-half (2.5) hours in the second year of this Agreement.

18.06 Employees assigned to work four (4) hours per day are entitled to a work break within the four (4) hour shift. Employees assigned to work eight (8) hours per day are entitled to two (2) work breaks and one (1) lunch period within the eight (8) hour shift. All such breaks are to be taken on site when they do not conflict with normal work requirements, upon prior notice to the school's building administrator. All work performed in excess of eight (8) hours in one (1) day shall be paid at the rate of one and one-half (1 ½) times the employee's regular hourly rate. However, no employee shall perform regularly assigned work in excess of eight (8) hours in one day; limitations shall be effective on and after January 1, 2011, except that it shall not apply to the one employee currently assigned to such position, who shall be grandfathered until (a) his seniority is terminated according to Section 8.02, or (b) his current employment with the YPD or with the County Sheriff ends for any reason, whichever (a or b) first occurs.

18.07 In the event a vacancy occurs for Special Events Coordinator (athletic events only), such stated vacancy shall be filled, as follows:

- a) One of the two most senior bargaining unit guards, after an interview process has been performed.
- b) Non-bargaining unit guards
- c) Athletic Director

The Special Events Coordinator shall, upon the approval of the Chief of Security, work all scheduled events to coordinate and facilitate security operations.

Article XIX

PERSONAL DAY

19.01 Any employee may be absent for personal reasons two (2) days) in any one (1) school year without loss of pay. This provision will be applicable to regularly scheduled days only. Employees will be paid only for the amount of hours regularly scheduled for that date. The employee shall provide a three (3) day notice to the employer, except in cases of emergency. Any personal hours not used in any school year shall be added to the employee's accrued sick leave.

19.02 Any bargaining unit guard may be absent for one (1) day per school year with pay for the purpose of attending an authorized training seminar limited to firearms qualifications and professional training as determined by the Chief of Security. Employees shall only be paid for the amount of hours regularly scheduled for that date. Any paid training day will require prior approval by the Chief of Security.

19.03 A bargaining member, after using accumulated personal days, may request to take a non-paid day off during the week to work overtime for the Youngstown Police Department or Mahoning County Sheriff's Department. The leave must be approved by the Chief of Security and the following will apply:

- a) Notification to the scheduling officer is made at least 72 hours in advance and a Request for Absence form is submitted.
- b) An officer is located to fill the vacancy.
- c) Only one officer, if two officers are assigned to a school (East or Chaney), can be off on the same day.

Article XX POSTING OF VACANCIES

20.01 When a vacancy is to be filled, it shall be announced by bulletin (advertisement) not later than 10 (ten) days after the termination of the previous employee's assignment. All vacancies shall be posted for a period of five (5) days. A substitute employee may be assigned by the Chief of Security to perform the position pending the posting and filling of the position.

Article XXI PAID HOLIDAYS

21.01 Beginning on 01/01/08, bargaining unit employees shall be paid for eight (8) hours at their regular rate of pay for the following holidays: New Year's Day and Christmas Day.

Article XXII WAGES

22.01 All employees shall be paid at the rate of \$23.08 per hour.

22.02 Any percentage wage increases during the term of this Agreement shall be the same percent as applicable to AFSCME 1143, unless otherwise bargained with 1143-C.

Article XXIII

HEADINGS

23.01 It is understood and agreed that the use of headings before articles or sections is for convenience and identification only and that no heading shall be used in the interpretation of said article or section nor affect any article or section.

Article XXIV

GENDER AND PLURAL

24.01 Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

Article XXV

OBLIGATION TO NEGOTIATE

25.01 The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

25.02 Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

25.03 Only upon mutual agreement of the parties may any provision of this Agreement be renegotiated during its term.

Article XXVI

CONFORMITY TO LAW

26.01 This Agreement shall be subject to and subordinated to any applicable present and future federal and state laws, and the invalidity of any provision (s) of this Agreement by reason of any such existing or future law shall not effect the validity of the surviving provisions.

26.02 If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving

provisions of this Agreement, which shall remain in full force and effect as if such invalid provision(s) thereof had not been included herein.

- 26.03 In the event a portion of this Agreement is rendered invalid, as set forth above, upon written notification of either party, the parties shall meet within 30 (thirty) days to negotiate a lawful alternative.

Article XXVII DISCIPLINARY PROCEDURE

- 27.01 All non-probationary employees shall have the ability to appeal disciplinary actions of suspensions, reductions or discharge pursuant to the Grievance Procedure herein contained.
- 27.02 Prior to the imposition of any such disciplinary action, the employee will have served upon him a Notice of Disciplinary Action which specifies the disciplinary action to be imposed along with the basis for such action.
- 27.03 The Employer may only impose such disciplinary action if there is no filing of any grievance or if there is a filing of any grievance, only after the conclusion of Step 3 and such disciplinary action shall continue until such time as it may be modified or reversed pursuant to the Grievance Procedure.
- 27.04 Except for serious infractions, discipline of an employee shall follow the principle of progressive discipline. Disciplinary action may include any of the following actions based on the nature of the offense. Only the Chief of Security, Business Manager or Superintendent may initiate such disciplinary actions.
- a) written reprimand
 - b) suspension
 - c) reduction
 - d) discharge
- 27.05 Records of prior disciplinary actions shall cease to have effect in the progressive disciplinary steps as follows:
- 27.06 An employee may place a letter of rebuttal in his/her personnel file for any cautionary warning, written reprimand, or suspension.

Article XXVIII GRIEVANCE PROCEDURE

- 28.01 Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and except for Step 1, shall have the right to be represented by a person of his own choosing at all stages of the Grievance Procedure. It is the intent and purpose of the parties

to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

28.02 For the purposes of this procedure, the below listed terms are defined as follows:

- a) Grievance – A “grievance” shall be defined as a dispute or controversy misapplication, misinterpretation, or alleged violation of only the specific and express written provisions of this Agreement
- b) Aggrieved Party – The “aggrieved party” shall be defined as only any employee or group of employees within the bargaining unit actually filing a Grievance
- c) Party in Interest – A “party in interest” shall be defined as only any employee or group of employees within the bargaining unit actually filing a Grievance
- d) Days – A “day” as used in this procedure shall mean calendar days, excluding Saturdays, Sundays or holidays as provided for in this agreement

28.03 The following procedures shall apply to the administration of all grievances filed under this procedure:

- a) Except at Step 1, all grievances shall include the name and position of the aggrieved party; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing the said grievance, if known to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- b) Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the aggrieved party and his representative, if any.
- c) If a grievance affects a group of employees working in different locations with different principals or associated with any employer-wide controversy, it may be submitted at Step 3.
- d) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination pursuant to this procedure while such adjustment shall be binding upon the aggrieved party and shall, in all respects be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.

- e) The grievant may have a Union representative represent him at any step of the Grievance Procedure after Step 1.
- f) The existence of this Grievance Procedure, hereby established, shall not be deemed to require any employee to pursue the remedies herein provided and shall not impair or limit the right of any employee to pursue any other remedies available under law, except that any employee who pursues any other available remedy other than provided by this procedure, shall automatically have waived and forfeited any remedies provided by this procedure.
- g) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.
- h) This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

28.04 All grievances shall be administered in accordance with the following steps of the Grievance Procedure:

Step 1: An employee who believes he may have a grievance shall notify his immediate supervisor of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The Supervisor will schedule an informal meeting with the employee and his steward, if the steward's presence is requested by the employee, within five (5) days of the date of the notice by the employee. The Supervisor and the employee, along with the employee's steward, if his presence is requested by the employee, will discuss the issues in dispute with the objective of resolving the matter informally.

Step 2: If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the grievant and presented as a grievance to the employee's Supervisor within five (5) days of the informal meeting or notification of the Supervisor's decision at Step 1, whichever is later, but not later than 10 (ten) days from the date of the meeting if the Supervisor fails to give his answer within five (5) days of the meeting.

Step 3: If the aggrieved party initiating the grievance is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Business Manager within five (5) days from the date of the rendering of the decision in Step 2. Copies of the written decision shall be submitted with the appeal. The Business Manager shall convene a meeting within 10 (ten) days of the receipt of the appeal. The meeting will be held with the aggrieved party and his representative, if he requests one. The Business Manager shall issue a written

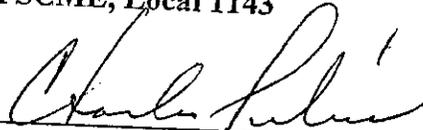
decision to the employee's representative and a copy to the employee, if the employee requests one, within 10 (ten) days from the date of the hearing. If the Union is dissatisfied with the Business Manager's decision, it may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

Article XXIX **ARBITRATION PROCEDURE**

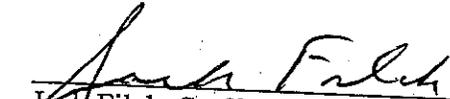
- 29.01** In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default of the Employer, then within 10 (ten) days after the rendering of the decision at Step 4 or a timely default by the Employer at Step 4, the Union may submit the grievance to arbitration. Within this 10-day (ten-day) period the parties will meet to attempt to mutually agree upon an arbitrator selected from the permanent panel created by this procedure. If such agreement is not reached, then the panel members' names will be stricken alternately until one (1) name remains who shall be designated the arbitrator to hear the grievance in question.
- 29.02** The arbitrator shall have no power or authority to add to, subtract from or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.
- 29.03** The arbitrator shall not decide more than one (1) grievance on the same hearing day(s), except by the mutual written agreement of the parties.
- 29.04** The hearing or hearings shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association.
- 29.05** The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party. In the event of a split award the arbitrator's fees shall be split between the parties.
- 29.06** The arbitrator's decision and award will be in writing and delivered within 30 (thirty) calendar days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.
- 29.07** If the Union is dissatisfied with the decision of the Superintendent, or if mediation of the grievance was unsuccessful, the Union may, within ten (10) working days of the receipt of the Superintendent's decision or the date of mediation, appeal in writing to the Superintendent to submit the decision to arbitration. Within thirty (30) days after the Notice of Appeal is filed, the parties shall select an arbitrator from the panel of arbitrators submitted to the parties by the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS). If no mutual agreement is reached, names

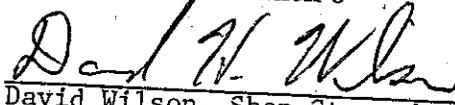
For the Union:

AFSCME, Local 1143


Charles Pulice, President
AFSCME, Local 1143

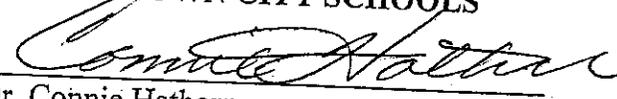
Robert Eshenbaugh, Shop Steward
AFSCME 1143-C

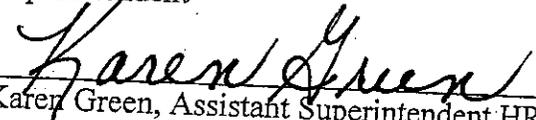

Jack Filak, Staff Representative
AFSCME, Ohio Council 8

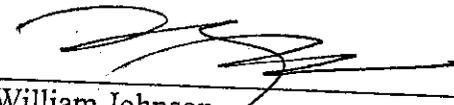

David Wilson, Shop Steward
AFSCME 1143-C

For the Employer:

YOUNGSTOWN CITY SCHOOLS


Dr. Connie Hathorn,
Superintendent


Karen Green, Assistant Superintendent HR


William Johnson
Treasurer


William Morvay
Chief of Security

YOUNGSTOWN CITY SCHOOL DISTRICT

TENTATIVE AGREEMENT

BETWEEN

YOUNGSTOWN BOARD OF EDUCATION

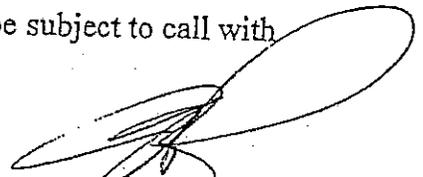
and

AFSCME Local No. 1143-C

3-YEAR AGREEMENT

1/01/11 – 12/31/13

- 6.01 Insert the term "genetic information" after "sex".
- 9.04 No security officer (union or non-union) working with the Youngstown Police Department or Mahoning County Sheriff's Department, who are subject to early call-out from the department, will be permitted to bid on any security afternoon positions in the future that would result in additional hours (all current positions held by aforementioned bargaining unit employees shall be maintained in respect to day and hours worked). All security officers bidding on afternoon security positions must be available to work all shifts on which they bid; the only exception to such requirement will be removal of the officer from availability by order of the Youngstown Police Chief and/or Mahoning County Sheriff.
- 12.04 Add the following:
- "Employees working five (5) hours per day, five (5) days a week or more shall be considered full-time employees."
- 17.01 In the event that all schools are closed due to extreme weather conditions or other emergencies designated by the Superintendent, all employees shall normally not report for weather conditions, all employees shall normally not report for duty and will be paid. Said employees will submit a Request for Paid Absence form.
- 17.02 However, if the immediate supervisor or some other administrative officer feels that some employees are need for all or part of the day, the employees shall be subject to call with



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3-Year Agreement

compensatory time off during the particular contract year. Request for Paid Absence forms shall be utilized for this purpose. If compensatory time off exceeds 10 (ten) days, further discussion with the bargaining unit shall be in order. If conditions make reporting for duty impossible, these persons are to follow normal reporting off procedures.

18.05 Effective January 1, 2011, reduce the minimum number of hours for an unscheduled emergency duty to three (3) hours in the first year and two and one-half (2.5) hours in the second year of this Agreement.

18.06 Add the following:

"However, no employee shall perform regularly assigned work in excess of eight (8) hours in one day; limitations shall be effective on and after January 1, 2011, except that it shall not apply to the one employee currently assigned to such position, who shall be grandfathered until (a) his seniority is terminated according to Section 8.02, or (b) his current employment with the YPD or with the County Sheriff ends for any reason, whichever (a or b) first occurs.

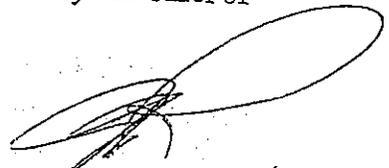
18.07 In the event a vacancy occurs for Special Events Coordinator (athletic events only), such stated vacancy shall be filled, as follows:

- a) One of the two most senior bargaining unit guards, after an interview process has been performed.
- b) Non-bargaining unit guards
- c) Athletic Director

"The Special Events Coordinator shall, upon the approval of the Chief of Security, work all scheduled events to coordinate and facilitate security operations.

19.02 Revise section 19.02 to read as follows: *(not to exceed a cumulative 8 hours per school year)* "Any bargaining unit guard may be absent for one (1) day per school year with pay for the purpose of attending an authorized training seminar limited to firearms qualifications and professional training as determined by the Chief of Security. Employees shall only be paid for the amount of hours regularly scheduled for that date. Any paid training day will require prior approval by the Chief of Security."

19.03 A bargaining member, after using accumulated personal days, may request to take a non-paid day off during the week to work overtime for the Youngstown Police Department or Mahoning County Sheriff's Department. The leave must be approved by the Chief of Security and the following will apply:

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- a) Notification to the scheduling officer is made at least 72 hours in advance and a Request for Absence form is submitted.
- b) An officer is located to fill the vacancy.
- c) Only one officer, if two officers are assigned to a school (East or Chaney), can be off on the same day.

20.01 Add the following sentence to 20.01:

"A substitute employee may be assigned by the Chief of Security to perform the position pending the posting and filling of the position."

21.01 Delete the reference to "01/01/99" and "01/01/00".

22.02 Any percentage wage increases during the term of this Agreement shall be the same percent as applicable to AFSCME 1143, unless otherwise bargained with 1143-C.

29.07 Revise to read as follows:

"If the Union is dissatisfied with the decision of the Superintendent, or if mediation of the grievance was unsuccessful, the Union may, within ten (10) working days of the receipt of the Superintendent's decision or the date of mediation, appeal in writing to the Superintendent to submit the decision to arbitration. Within thirty (30) days after the Notice of Appeal is filed, the parties shall select an arbitrator from the panel of arbitrators submitted to the parties by the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS). If no mutual agreement is reached, names shall be alternately stricken until one (1) name remains, who shall be the arbitrator. The arbitrator shall, insofar as necessary to the determination of the grievance, have the authority to interpret, apply and determine compliance with the provisions of the Agreement, but he shall not have the authority to alter or amend such provisions. The arbitrator shall render a decision, which shall be final and binding on both parties."

Tentative Agreement. The foregoing summary of items reflects the Tentative Agreements by the parties to amend the Collective Bargaining Agreement applicable to AFSCME 1143-C which was in effect until December 31, 2010, and which will constitute a successor agreement between the parties for a term of January 1, 2011 through December 31, 2013.

CAP
4/6/11
4-6-11

Tentative Agreement Between
Youngstown Board of Education and AFSCME Local No. 1143-C
3-Year Agreement

AFSCME, Local No. 1143-C

YOUNGSTOWN BOARD OF EDUCATION

Charles Wilson

David W. Wilson

Charles Wilson

[Signature]

Karen Green

Mr. Harry

Connie Hatcher

[Signature]

Signed this 6 day of April, 2011.