

K#29363

11-MED-10-1546  
1495-03

# COLLECTIVE BARGAINING AGREEMENTS

between

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YOUNGSTOWN BOARD OF EDUCATION

and

AFSCME LOCAL NO. 1143

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YOUNGSTOWN BOARD OF EDUCATION

and

AFSCME LOCAL NO. 1143-A

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YOUNGSTOWN BOARD OF EDUCATION

and

AFSCME LOCAL NO. 1143-B

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February 1, 2012

through

January 31, 2015

STATE EMPLOYMENT  
2013 FEB 14 P 4: 12

**SECTION A: COMMON SECTION**

Common Terms and Conditions of Agreements

Between and Applicable to:

**YOUNGSTOWN BOARD OF EDUCATION and AFSCME 1143**

**YOUNGSTOWN BOARD OF EDUCATION and AFSCME 1143-A**

**YOUNGSTOWN BOARD OF EDUCATION and AFSCME 1143-B**

February 1, 2012

through

January 31, 2015

## SECTION A: 1143

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## SECTION A: COMMON SECTION

### ARTICLE I PREAMBLE

1.01 This contract booklet contains three (3) separate Agreements formulated respectively between the Board of Education of the Youngstown City School District, hereinafter referred to as the "Board", and the Local Union No. 1143, Local Union No. 1143-A and Local Union No. 1143-B of Ohio Council #8 of the American Federation of State, County and Municipal Employees, AFL-CIO, 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. Both the Board and the Union recognize that the benefits and responsibilities of employment, including those provided in this Agreement, shall be shared and assumed equally and uniformly by all employees. Also, the purpose of each Agreement is to provide a fair and responsible method of enabling employees covered under this Agreement to participate through Union representation in the establishment of terms and conditions of their employment and to establish a peaceful procedure for the resolution of all differences between the parties.

### ARTICLE II FORMAT OF AGREEMENTS

2.01 The Board and the Unions agree to physically combine into one (1) booklet all the terms and conditions covering wages, hours of work, and other conditions of employment for AFSCME Locals 1143, 1143-A and 1143-B.

As visualized at this time, the book shall be comprised of four (4) sections, i.e., a general section dealing with all the terms and conditions which are common to the employees in all three (3) bargaining units and three (3) specific sections describing separately the terms and conditions applying to the bargaining unit of 1143, the bargaining unit of 1143-A, and the bargaining unit of 1143-B. By physically joining the three (3) contracts into one (1) booklet with common provisions and specific provisions, there is not intent between the parties to eliminate the separate bargaining units or the separate representation of the three (3) bargaining units as defined in their respective current Agreements, such bargaining units to be preserved in the successor Agreements.

### ARTICLE III COLLECTIVE BARGAINING LAW

3.01 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 IV GENDER AND APPROPRIATE ADMINISTRATOR

4.01 **Gender:** Where used in these Agreements, masculine and feminine pronouns, or other gender-specific terms, refer to both sexes.

**Appropriate Administrator:** Where used in these Agreements, the terms Superintendent and the Chief of Operations/Office of Business Affairs, hereinafter referred to respectively as the "Business Manager" shall refer to either administrator as administratively appropriate and applicable under the circumstance.

## **ARTICLE V            NEGOTIATIONS**

### **5.01            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 this current Collective Bargaining Agreement between the parties which it supplements, or while negotiations for 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 VI            NO STRIKE PROVISION**

**6.01** During the term of this Agreement, no lockout will be imposed on members of Local 1143, 1143-A, or 1143-B, nor shall there be any strike, stoppage, slowdown, or other interruption of work by members of the Union.

## **ARTICLE VII PAST PRACTICES**

**7.01** All of the "past practices" which are currently and mutually recognized by the Union and the Board, and which have not been altered or amended by the terms of this Agreement will remain in effect until the Union and the Board mutually agree to change them.

## **ARTICLE VIII CHECK-OFF OF UNION DUES**

**8.01** It is understood and agreed between the Board and the Union that the Board will deduct any Union dues, and uniform assessments owed the Union, as well as current Union dues, and uniform assessments from the paycheck of all employees who have signed proper legal authorizations for such deductions and who are covered by the Agreement on each payday for which current Union dues are due the Union. The Board further agrees to remit to the Secretary-Treasurer of the Union all Union dues and uniform assessments so deducted from the paychecks of the employees covered by this Agreement. It is also agreed that neither the Union nor any employee shall have a claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer in writing within 60 (sixty) calendar days after the date such error is claimed. If it is found an error was made, it will be corrected at the next pay period that Union dues deductions will normally be made. The Board will provide the Union with a dues deduction list each dues deduction period.

## **ARTICLE IX FAIR SHARE FEE**

### **9.01 Fair Share Fee**

Effective September 1, 1986, all employees in the bargaining unit who, ninety (90) days from date of hire, are not members in good standing of the Union, shall pay a fair share fee to the Union as a condition of employment, subject to the internal rebate procedure required by law. Any default in payment by the employee shall not be cause for discharge or discipline of the employee by the Board.

The Treasurer of the Local Union shall certify the fair share fee amount to the Board.

The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

Payment to the Union of fair share fees shall be made in accordance with the regular dues deduction as provided herein. The Board agrees to provide each newly hired employee with a Union dues deduction card upon employment; the dues deduction shall become effective upon satisfactorily completing the employee's probationary period. The Union shall continuously provide the Treasurer's office with an adequate supply of appropriate

cards to be used, together with any other information to be presented in a new-employee information package.

**9.02                    Hold Harmless and Indemnification**

The Union shall indemnify and hold harmless the Board, its members, and its agents (Board) from and against any claim or liability that may arise out of, or by reason of, any action taken by the Board for the purpose of complying with this "Fair Share Fee" provision. The Union shall also pay any judgment or settlement achieved in such cases. The Union shall provide the attorney to represent the Board and Union in such action; provided that the Board approves the attorney and that such approval will not be unreasonably withheld; provided that the Board gives the Union written notice within ten (10) days of the Board receiving written notice of any claim made or action filed against the Board by a non-member for which the indemnification is claimed; provided:

1.     The Board agrees to (a) give full and complete cooperation and assistance to the Union and its counsel at all levels of the proceeding, (b) permit the Union or its affiliated organizations to intervene as a party if it so desires, and/or (c) to not oppose the Union or its affiliated organizations' application to file briefs amicus curiae in the action;
2.     The action brought against the Board must be a direct consequence of the Board's good faith compliance with the fair share fee 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 misapplies the fair share fee contract provision.

**ARTICLE X                    DEDUCTION FOR PEOPLE**

**10.01**                    For all employees who voluntarily sign and deliver to the Treasurer a proper and legal authorization card for the Public Employees Organized to Promote Legislative Equality (PEOPLE), the Board will deduct from the paycheck of those employees the amount designated by the employee on the authorization card each pay and remit such amount monthly to said committee. Employees may cancel participation in such said program with proper notification to the Treasurer's office.

**ARTICLE XI                    NON-DISCRIMINATION AND UNION BUSINESS**

**11.01**                    The Employer will not discriminate against any employee because of membership in the Union. No employee or Union representative shall be allowed to conduct Union business during working hours to the extent that it interferes with any employee's duties. An exception to this may be made upon and with the approval of the Director in whose department the employee works.

**ARTICLE XII      UNION SECURITY**

**12.01      Union Membership**

All present employees who are now in the bargaining unit and covered by this Agreement may join the Union. Employees hired after the effective date of this Agreement may join the Union after completion of 90 (ninety) calendar days.

**12.02      Dues Check-off**

The Employer will check off membership dues as designated by the Treasurer of the Union. This must be done pursuant to an individually signed voluntary check-off authorization card on forms agreed to be the Employer and the Union. The Employer will furnish the Union with a copy of the membership list, upon request, and promptly remit the dues to the Union each month.

**12.03      Withdrawal from Union**

Withdrawal from the Union may be accomplished by obtaining a card from the Union and presenting such withdrawal card, signed by a properly designated Union officer, to the Treasurer of the Board. Such withdrawal card will be made available upon request to those employees who have left bargaining unit positions and otherwise in accordance with the requirements of the dues authorization card.

**ARTICLE XIII      FAIR EMPLOYMENT PRACTICES**

**13.01**      Both the Board and Union recognize their respective responsibilities under federal and state civil rights laws, fair employment practice acts, and other similar constitutional and statutory requirements. Therefore, both parties hereby reaffirm their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of race, color, creed, national origin, age, sex, genetic information, or handicap.

**ARTICLE XIV      EFFECT OF LAWS**

**14.01**      The provisions of this Agreement shall be subject to any change made necessary by reason of changes or conflict with Federal, State or Local laws and/or regulations of Federal, State or Municipal authorities enacted thereunder or court decisions. In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, such decision shall not invalidate the entire Agreement, it being the expressed intention of the parties hereto that all other provisions not so invalidated shall remain in full force and effect.

**ARTICLE XV      BULLETIN BOARDS**

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

## ARTICLE XVI

### CROSSING OVER BETWEEN BARGAINING UNITS

#### 16.01 A. Lay-Off Cross-Overs:

In the event a full-time employee in 1143 (1143, 1143-A or 1143-B) is laid off during the term of this Agreement he/she may bid upon and cross-over into any full-time position in the divisions or units of 1143, 1143-A, or 1143-B for which he/she may qualify under Board guidelines if the Board is filling any such position during the term of this Agreement, before hiring anyone for such position who is not currently employed by the Board. Other bidders for the position who are currently employed within the division or unit in which the vacant position is situated shall have priority over cross-over bidders who are bidding into the division or unit. When such cross-over occurs, the employee's division or unit seniority shall begin to accrue on the first day in the cross-over position.

Any such employee who is transferring by cross-over to divisions or units of 1143, 1143-A, or 1143-B described above, if he/she desires, shall be given an opportunity during 15 (fifteen) months from his/her effective date of cross-over transfer to return to a position for which he/she qualifies in his/her former bargaining unit, if a vacancy there is to be filled, before employing outside applicants who are not currently employed by the Board but after the normal bidding process within the division or unit has occurred. Any such reappointment or re-cross-over shall be determined through seniority provisions in the applicable divisions or units. Upon return to the former bargaining unit, the employee shall pick-up his/her former division or unit seniority where he/she left off before the cross-over.

#### B. Divisions Transfers

##### 1. Application and Pre-qualification:

Anyone wanting to transfer from one (1) division to another division may apply for such a transfer through the Human Resources Office. The employee will supply documentation verifying his/her work experience and qualification for employment in the adjacent division to which they are seeking to transfer. The application and documentation will be forwarded to the Division Supervisor and the employee will be granted a pre-qualification interview within 30 (thirty) days. Any testing or other interview procedures prescribed by the Board shall be applicable also. No employee may be in more than one (1) substitute pool at a time. No more than three (3) pre-qualified employees from each division may serve as substitutes in other divisions at any point in time. The provisions of this paragraph are not grievable.

##### 2. Qualifying Procedure:

As soon as it is practical the employee will be assigned to work as a substitute in the division in which he/she is requesting to transfer. The employee will be given an opportunity to work a total of 30 (thirty) working days in the adjacent division but all 30 (thirty) working days in the adjacent division may not be consecutive days, but will be determined by the substitute

requirements. Any assignment will not be less than five (5) consecutive days. While working as a substitute the employee will be paid at the regular rate of pay for the position in which he/she is substituting. But all other benefits of his/her regular position shall continue. At the completion of the 30 (thirty) working days of substitute work, the Division Supervisor will hold a conference with the employee providing him/her with details of his/her evaluation. If an employee does not agree with his/her evaluation, he/she will have the right to exercise the grievance procedure. Once qualified the employee will be placed on the permanent employee substitute list and will establish seniority on that list; board seniority will break any tie in "list seniority".

3. **One Inter-Unit/Division Transfer Per Year:**

Once an Inter-Unit/Division transfer has been awarded to an employee, that employee will not be eligible for another voluntary inter-unit/division transfer for a period of one (1) year from the date of his/her transfer.

4. **Posting and Filling of Vacancy:**

Whenever a permanent position becomes available, the position will be posted in all units of Local 1143, 1143-A and 1143-B. The prescribed bidding procedure will be followed to fill this job from within the unit division. When no one in the unit bids on a position that position will be filled from the substitute list. The Board will select from the substitute list one (1) qualified permanent employee and then will have the option to hire from the substitute list of new employees so that a qualified permanent employee, if available, will fill every other open position. Each Division Supervisor will keep a record of how many days each substitute works. The President of the Union may receive a copy of this list upon request. If at any time, a permanent or substitute employee refuses to accept an appointment, he or she will automatically be removed from the substitute list.

16.02 Crossovers from bargaining units shall be limited to employees with more than three (3) years seniority. Employees may return to their original position during the first five (5) days of work in the new position. The employer may return the employee to the employee's previous position any time during the qualification period.

**ARTICLE XVII SALARY INCREASES**

17.01 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 "A") 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, which starts July 1, of each 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 XVIII LONGEVITY PAY**

**18.01** All full-time employees who have completed five (5) years of full-time service with the Board shall be eligible for longevity payment, as set forth in the schedule below:

<u>Upon Completion of</u>	<u>Longevity Payment</u>	
	<u>Effective 2/1/10</u>	<u>Effective 2/1/11</u>
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 - 22 years	\$786.47	\$758.94
23 - 25 years	\$844.37	\$814.82
26 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 date of June 30. A year of service shall consist of at least 120 (one hundred-twenty) 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.

## **ARTICLE XIX      SEVERANCE PAY**

**19.01**      The severance pay for each full-time employee will be as follows: the employee may, at the time of his/her retirement from service with the Youngstown Public Schools, elect to be paid in cash according to the following schedule for a portion of the value of his/her accrued but unused sick leave credit, or such lesser number of days as provided by law. Only those employees of the bargaining unit whose effective date of retirement with the State Public School Employees Retirement System is no later than 90 (ninety) calendar days after the last paid day of service with the Youngstown Public Schools shall be eligible to be paid for such accrued but unused sick leave credit. The maximum payment shall be based on the employee's rate of pay per diem at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee. Such payment shall be made not later than 60 (sixty) calendar days after the effective date of retirement and approval by the State Public School Employees Retirement System; and

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

Effective	2/1/10	25.00%	not to exceed 75 days
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Shall be paid in accordance with IRS regulations (75 days following the date of retirement).

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

**ARTICLE XX**

**HEALTH, LIFE, AND DENTAL INSURANCE**

**20.01**

**Health Insurance**

- A. For the term of this Agreement, the Youngstown Board of Education shall provide hospital, medical, and prescription insurance for all full-time employees as now in existence as outlined in the Summary of Benefits at Exhibit A, "Classified PPO Plan". Employees working five (5) hours per day, five (5) days per week or more shall be considered full-time employees.
1. 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;
    - a. Through August 31, 2012, 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.
    - b. Through August 31, 2012, 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.
    - c. 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.
    - d. 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 "B"), 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.

**B. 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, and 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 through the Human Resource Department of the Board, 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.

C The Board shall continue to pay hospital insurance premiums for the remainder of the month in which the 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.

D Bus drivers scheduled to work four (4) hours per day, five (5) days per week shall be provided with the same benefits as full-time employees providing 40% (forty percent) of the premium is paid by said employees.

E. **Prescription Drug Program:**

Of the following two (2) methods by which to obtain prescription drugs, the first method has previously been in effect under the Board's Major Medical Plan, and the second is now added effective, February 1, 1990.

1. Prescription drugs may be obtained from the employee's local pharmacy with a cost reimbursement (following an annual deductible on combined hospital and non-hospital expenses) through filing a claim with the Board's Major Medical Plan.

*AND/OR*

2. Prescription drugs may be filled by mail directly through the pharmacy benefits manager of the insurer contracted by the Board, at no cost to the employee per medication (each order is limited to a 90-day (ninety-day) supply if authorized by a physician).

3. If a ten percent (10%) plan is available from the carrier to improve the use of method #1 above, as is now being discussed with the carrier through the Business Office, then this plan shall be added to the prescription drug program as a supplement also. Further discussion will continue on this.

**20.02**      **Life Insurance**

A.      The Board shall provide at its expense, life insurance for each full-time employee, as defined in this Agreement, based on their annual fixed income. The amount of coverage is equal to any even \$1,000.00 (one thousand dollars) next above the employee's yearly salary. The coverage does not include overtime, bonuses, or other extra payments to annual income.

B.      The employee may purchase amounts of coverage in addition to the amount equal to his/her annual salary at his/her sole expense if such additional amounts are approved by the life insurance provider.

**20.03**      **Dental Insurance**

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

Class I Services (Preventive & Diagnostic)	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)
Employee Deductible	\$25.00
Family Deductible	\$75.00 (Max)

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.

**20.04**      **Vision Care**

The Board shall pay up to and no more than \$6.75 (six and 75/100 dollars) per month per employee toward the premium cost of an eye care insurance plan to be obtained by the Board through the Ohio AFSCME Care Plan.

**20.05**      **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 (one hundred ten dollars) 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 30 (thirty) 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.

## ARTICLE XXI

### LIFE INSURANCE FOR RETIREE/ PERSONAL PROPERTY DAMAGE

21.01 The following optional life insurance coverage shall be made available to retired employees who 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 \$10,000.00 (ten thousand dollars), 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 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 May 1<sup>st</sup> of each policy year or in two installments due May 1<sup>st</sup> and November 1<sup>st</sup>. Payment shall be to the Treasurer of the Board who shall forward it to the carrier. The policy year shall be from May 1<sup>st</sup> to April 30<sup>th</sup> and the premium may be prorated during the first year of participation according to the date of retirement if other than May 1<sup>st</sup>.
5. The retiree shall pay the annual premium as determined 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 at the discretion of the retiree to continue or terminate his/her coverage at the end of each policy year. (Failure to pay the premium within 30 days of its due date following notice by payment due shall constitute termination notice.)
6. 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 AFSCME 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.

**21.02** The Board will reimburse a bargaining unit member for loss or damage to personal property under the following provisions:

1. The loss must be sustained on school property and have occurred in the course of and related to the employee's job;
2. The loss must not have been the result of carelessness or negligence on the part of the bargaining unit member;
3. The bargaining unit member must carry both automobile and homeowners/personal property insurance and all claims of damage or loss must be submitted to the bargaining unit member's insurer prior to being submitted to the board for reimbursement under this provision.
4. Reimbursement for loss or damage is limited to \$100 per occurrence for personal property and \$300 for damage to an automobile. The board's obligation is limited to an aggregate total of \$3,000 per year and payment is made based on a first come, first served basis.
5. No coverage shall be provided for the loss of cell phones. Employees are strongly advised to carry the insurance provided by the cell phone carrier as protection against the loss, theft or damage to personal phones.

**ARTICLE XXII**     **SERS PICK-UP (Salary Reduction/Restatement)**

**22.01**

**Principle**

In accordance with Internal Revenue Service Rulings 77-462, and 81-35, the Union and the Board agree that effective with the first payroll made after adoption of this Agreement, the Board shall pick-up each employee's mandatory contributions to the School Employees Retirement System of Ohio (SERS), provided that no employee's total salary is increased by such pick-up nor is the Board's total contribution to SERS increased thereby. The dollar amount to be "picked-up" by the Board:

- a. Shall equal the then-current percentage amount of the employee's mandatory SERS contribution;
- b. Shall be credited by SERS as employee contributions under authority of Ohio Attorney General Opinion 82-097;
- c. Shall be included in computing final average salary;

- d. Shall not be reported by the Board as subject to current federal and state income taxes;
- e. Shall be reported by the Board as subject to current city income taxes;
- f. Shall not affect the calculations of an employee's rate of pay for any purpose whatsoever, including making salary adjustments because of absence, calculating severance pay, determining the amount of group life insurance coverage, or in reporting employee-authorized credit information to financial institutions.

Each employee will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" in combination with order tax deferred compensation plans.

## **22.02**

### **Procedure**

- a. For purposes of this Article, total annual salary and salary per pay period for each member shall be the salary otherwise payable under this Agreement, as amended. The total annual salary and salary per pay period for each member shall be payable by the Board in two (2) parts; (1) deferred salary and (2) cash salary. A member's deferred salary shall be equal to that percentage of said member's total annual salary or salary per pay period which is required from time to time by the School Employees Retirement System (SERS) to be paid as an employee contribution by said member shall be paid by the Board to SERS on behalf of said member as a "pick-up" of the SERS employee contribution otherwise payable by said member. A member's cash salary shall be equal to said member's total annual salary or salary per pay period less the amount of the pick-up for said member and shall be payable, subject to applicable payroll deductions, to said member.

The Board's total combined expenditures for members' total annual salaries otherwise payable under this Agreement, as amended, (including pick-up amounts) and its employer contributions to SERS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

- b. The Board shall compute and remit its Employer contributions to SERS based upon total annual salary, including the "pick-up". The Board shall report for federal and Ohio income tax purposes as a member's gross income said member's total annual salary, less the amount of the pick-up. The Board shall report for municipal income tax purposes as a member's gross income said member's total annual salary, including the amount of the pick-up. The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authority.

- c. An addendum to each member's contract currently in effect shall be prepared and distributed which states that; (1) the member's contract salary is being restated as consisting of (a) a cash salary component, and (b) a pick-up component, which is equal to the amount of the employee contribution to SERS being picked-up by the Board on behalf of the member, (2) that the Board will contribute to SERS an amount equal to the members' required contributions to SERS for the account of such member; and (3) that life insurance, sick leave pay, and severance pay which are indexed to or otherwise determinable by reference to the employee's rate of pay shall be calculated upon both the cash salary component and the pick-up component of the member's restated salary.
- d. The pick-up shall apply to all payroll payments made after the adoption of this Agreement, as amended by the addition of this Article.

**ARTICLE XXIII EARLY RETIREMENT INCENTIVE PLAN**

**23.01** Nothing herein shall prevent the abolition of formula positions when a building is closed or reduced in size as otherwise provided in the collective bargaining agreement.

**23.02** At the option of the Employer, or in the event of additional building closings, this Agreement may be reopened for the sole purpose of negotiating the implementation of a new early retirement incentive (ERI).

**ARTICLE XXIV LEAVES OF ABSENCE AND SICK LEAVE**

**24.01 Leave for Personal Reasons**

After three (3) or more consecutive years of employment 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 detailing 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 interests of the school system, and if a 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 employees be gainfully employed during the period of such leave.

**24.02 Sick Leave Allowance**

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 to 280 (two hundred eighty) days, effective 07/01/08; 290 (two hundred ninety days), effective 07/01/09; and 300 (three hundred) days, effective 07/01/10. New employees shall be credited, however, with a minimum of five (5) days sick leave after the first day of service, which five (5) days shall not be increased until all shall have earned as provided above. 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. When an individual is employed by the Youngstown Board of Education 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 10 (ten) years, he/she shall forfeit all of his/her unused days of sick leave from such previous employment. 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 sick 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. Benefits under the sick leave allowance may be claimed only for the time that the 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 and injury, the employee must submit a statement on the approved form justifying the use of sick leave. When such absence exceeds five (5) consecutive working days, a statement on the approved form is required from the attending physician or other qualified practitioner certifying the nature of the illness or injury and indicating that the employee was unable to work. 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 by the Board of Education. The abuse, excessive or patterned use of sick leave shall subject the employee to disciplinary action.

Notwithstanding any other provision of this agreement, any employee who utilized more than seven (7) days of sick leave in any 12-month (twelve-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 12-month (twelve-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.

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 unauthorized leave and shall be without pay and subject the employee to disciplinary action.

When an employee returns to work with the approval of this 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 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. During this period the employee is required to report to his workstation 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 because of death in the immediate family is allowed without loss of pay of up to four (4) days. 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. If the deceased was not a member of the immediate family, the appropriate administrative officer may approve an appropriate shorter period of absence 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 arrangement 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.

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.

Absence for causes other than 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.

Effective July 1, 2010, an employee will be eligible for sick leave bonus only if employee uses no sick leave, and the bonus will be paid at the rate of \$400 for 12-month employees and \$320 for 9 and 10-month employees.

All employees, whether they 9, 10, 11 or 12 months, 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 to 280 (two hundred eighty) days, effective 07/01/08; 290 (two hundred ninety), effective 07/01/09; and 300 (three hundred), effective 07/01/10.

**Maximum Accumulation of Sick Days:**

07/2008	280 days
07/2009	290 days
07/2010	300 days

**24.03**

**Leaves of Absence**

Under conditions hereinafter specified, employees of the 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 Educating only upon the recommendations 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 leave of absence, or an extension 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 that 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 that he/she 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 or absence may apply for such reinstatement as outlined above. Such request will be considered only where it can be shown that the conditions justifying the leave no longer exist, and that the best interest of the schools will be served by early termination of the leave.

#### **24.04      Personal Leave**

The number of personal leave days for employees shall be two (2). Effective July 1, 2010 increase to 3 personal leave days for those employees who are not entitled to vacation leave; employees who are entitled to vacation leave would remain at 2 personal days. 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 (1) 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 (3) 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, even if such added days exceed the maximum accumulation of sick leave.

**24.05            Workers' Compensation**

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 24.05) 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 24.05 and other Sections of this collective bargaining agreement, the parties will meet to resolve the conflict.

**24.06** 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 24.05 for a period not to exceed two (2) years.

**24.07** **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:

24.071 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.

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

24.073 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.

24.074 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").

24.075 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.

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

24.077 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.

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

24.079 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.

24.0710 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.

## **ARTICLE XXV     JURY DUTY**

**25.01**       An employee who is absent from duty 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 XXVI     EMPLOYEE WORKSHOPS**

**26.01.1**       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.

**26.02**       Any employee required to work by the employer shall be paid at one and one-half (1 ½) time for each hour worked prior to or after the AFSCME meeting in October.

**ARTICLE XXVII CALAMITY DAYS**

**27.01** 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 duty and will be paid. However, if the immediate supervisor or some other administrative officer feels that some employees are needed 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 ten (10) days, further discussion with the bargaining unit shall be in order.

If it becomes necessary to make up days, this will be done without extending the contract.

If conditions make reporting for duty impossible, these persons are to follow normal reporting off procedures.

**ARTICLE XXVIII HOLIDAYS**

**28.01 Listing**

The following days shall be recognized as official paid holidays:

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

When the school calendar necessitates, Monday, Thursday or Easter Monday will be substituted for President's Day.

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 (2) 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 (2) 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.

**28.02 Assigned to Duty**

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 (1 ½) for the hours actually worked.

**28.03            Bus Drivers and Lunchroom Personnel**

Regular full-time employed bus drivers and lunchroom employees shall receive all holiday benefits within their nine (9) month employment period. Extension of the employment period will necessitate extension of holiday benefits. Full-time employed personnel are those working 20 (twenty) or more hours per week, except bus drivers hired prior to July 1, 1970 who will receive prorated holiday benefits.

**ARTICLE XXIX    SENIORITY AND CONTINUOUS SERVICE**

**29.01**            Seniority shall be defined as that time of continuous service within the Youngstown City Schools and shall accumulate from the date of hire as a full-time employee under contract. The Board of Education shall annually provide the president of the Union an overall seniority list of all employees in the bargaining unit.

**29.02            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 90 (ninety) days.

**29.03            Continuous Service Interruption**

During the first five (5) years of disability retirement or during the effective date of an official leave of absence for illness (Board Policy), 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.

**29.04            Continuous Service Cancellation**

Any one (1) or more of the following shall cancel continuous service:

- a. Resignation;
- b. Discharge for cause;
- c. Failure to return to work upon recall as specified in the applicable provision of these Agreements;
- d. Inability to return to work within five (5) years of the beginning of disability to retirement;
- e. Failure to observe the terms of 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 compensable disability incurred during course of employment shall not break continuous service provided such

individual is returned to work within thirty (30) days after the end of the period used in calculating a lump sum payment.

If such employee is re-employed, 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.

**29.05            Seasonal Employees**

For periods of maximum production, it is necessary to hire additional employees for brief periods of time. In view of this seasonal problem, it is agreed that the Board may hire employees designated as seasonal to fill the need. However, qualified laid-off Board employees will be given the right of first choice for this employment.

Seasonal employees, when hired, will be informed of this condition of employment and sign statements to such effect.

Seasonal employees will not be used to fill a new position created by an increase in the work force or a vacancy created by an employee leaving the work force through death, quitting, discharge or any other reason. Seasonal employees may be used as temporary employees until regular replacements are made.

**29.06            Leaves of Absence for Employees who Accept Positions with the International of Local Union**

An employee who may be transferred to a supervisory or Union position outside the bargaining unit will accumulate seniority and continuous service as defined in the Agreement for a period of 90 (ninety) days. If he continues in the supervisory or Union position beyond the 90-day (ninety-day) period, any seniority or continuous service credit during the said 90-day (ninety-day) period shall lapse. If said employee is subsequently transferred back to the bargaining unit within two (2) years, he will return to his former classification. If it is beyond two (2) years said employee will be placed at the bottom of the seniority list of his particular classification.

**29.07            Prior Service as Student Helper/SERS**

Upon proper application by an employee with no less than 10 (ten) years of consecutive service with the Board, such service not to include prior service as a student helper, the Board shall pay its share of the retirement contribution to SERS which will purchase that amount of service credit accumulated as a student helper for which the employee has applied. At the time of such application to the Board, the applicant must be a current employee.

**ARTICLE XXX**

**EVALUATION OF EMPLOYEE PERFORMANCE**

- 30.01            A.** The performance of each employee shall be evaluated in writing on the evaluation form as follows:
- 1.** Once each year during the first five (5) years of employment, thereafter, once every two (2) years;

2. If the employee moves to a new classification after his first five (5) years of employment, then he shall be evaluated once per year for the first two (2) years in the new classification, and thereafter once every two (2) years.
- B. When an evaluation report or an informal observation indicates the performance concern, the evaluator shall make recommendations for improvement.
  - C. The employee shall be given a copy of the evaluation report. The employee shall acknowledge that he/she has read and received an evaluation report by signing that report, a copy to be submitted to the Department of Personnel for the employee's file. The employee's signature merely signifies that he/she has read the material that is to be submitted. Such signature shall not indicate agreement with the content of the report. The employee may reply in writing to the evaluation report; and such reply shall be filed with the evaluation sent to the Personnel Office by the employee not later than 20 (twenty) days after signing the evaluation report.

#### **ARTICLE XXXI     REDUCTION IN PERSONNEL**

**31.01**           In the event the Board reduces the force of its personnel for financial reasons, the Superintendent, Business Manager, and Treasurer will meet with three (3) Union representatives to discuss the reduction in force.

#### **ARTICLE XXXII    DISCIPLINARY ACTION**

##### **32.01           Reprimands**

Written reprimands may be given an employee for violation of any reasonable operation rule, gross negligence, refusal to carry out orders, willful absence from the job not provided for in the applicable authorized absence provisions of these Agreements, or otherwise hindering the proper performance of his/her job or that of others.

The following persons may issue reprimands:

##### **As to 1143:**

1. Chief of Operations
2. Chief of Maintenance
3. Chief of Transportation
4. Chief of Food Services
5. Supervisor of Health Services
6. Director and Supervisors of Federal and State Programs as to auxiliary service personnel

##### **As to 1143-A:**

1. Director and Supervisors of Federal and State Programs
2. Supervisor of Library Services
3. Principals, as to Educational Support Assistants (ESA)

**As to 1143-B:**

1. Assistant Superintendent of Human Resources
2. Principals, as to building secretaries (grievances arising under this item shall commence at Step 1 with the Assistant Superintendent of Human Resources)

All reprimands must be in writing and clearly establish the reasons therefor and terms and provisions of the Agreement or work rules violated by the employee. Should an employee work for a period of two (2) years from the date of the last reprimand without receiving a further reprimand, the earliest dated reprimand shall be removed from his file. For each succeeding two (2) year period, without further reprimand, the earliest dated reprimand shall be removed from his file.

All reprimands will be given within thirty (30) calendar days of the date upon which the supervisor discovers the violation, or within thirty (30) calendar days of the date upon which the supervisor completes his investigation of the violation, whichever is later.

**As to 1143-B:**

Reprimands may be issued by the Assistant Superintendent of Human Resources on his/her own or upon the recommendation of the principal of the school of assignment, the division head, or the department head.

**32.02**

**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 the Grievance Procedure.

**32.03**

**Termination**

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 24-hour (twenty-four hour) notice to the Union president of any proceedings to be attended by the employee and an outside representative.

## **ARTICLE XXXIII GRIEVANCE PROCEDURE AND COMPLAINTS**

### **33.01 Definition and Initiation of Grievance**

Orderly grievance and complaint procedure will conform to the following steps and shall be the sole and exclusive remedy for alleged violations hereunder:

No grievance will be honored unless it is submitted by the complainant in writing on the adopted form to the first step of the grievance procedure within ten (10) working days of the occurrence which prompted the grievance, or within five (5) working days of the receipt of the oral decision by the supervisor, whichever is later.

A dispute, disagreement, or difference arising as a violation of the Agreement between any employee and the Administration may be handled initially by direct contact between the employee and his immediate supervisor within five (5) working days of the occurrence of said dispute, disagreement, or difference. The supervisor shall respond to the employee within five (5) working days. A record shall be made in written form. The supervisor and the employee shall receive a copy. If a settlement is not reached in this matter with the immediate supervisor as defined in Section 4 of this Article, and if the dispute, disagreement or difference concerns disciplinary action taken or interpretation or application of the Agreement or recognized work rules, the employee may within five (5) working days of receipt of the decision of the immediate supervisor proceed to Step 1 of the Grievance Procedure.

**Step 1:** The aggrieved employee shall present his grievance stating articles, sections and subsections violated in writing to Chief of Operations/Office of Business Affairs.

The Chief of Operations/Office of Business Affairs shall answer the grievance in writing within ten (10) working days after receipt. If he in Step 1 determines that he cannot render an administrative decision, he may immediately refer his grievance to Step 2 of the Grievance Procedure.

**Step 2:** If the grievance is not satisfactorily resolved in Step 1, the grievant shall present his grievance in writing to the Assistant Superintendent HR within five (5) working days of the receipt of the decision of the immediate supervisor.

The Assistant Superintendent HR shall reply in writing within ten (10) working days of receipt of the grievance.

**Step 3:** If the grievance is not satisfactorily resolved in Step 2, the grievant shall present his grievance in writing to the Superintendent of Schools within five (5) working days of receipt of the decision of the Assistant Superintendent HR.

The Superintendent of Schools shall investigate the grievance and shall reply to the grievant within ten (10) working days after receipt of the grievance.

**Step 4:** If the Union is dissatisfied with the decision of the Superintendent, they may submit the grievance to mediation, within ten (10) working days of receipt of said decision or move said grievance to Step 5.

**Step 5:** If the Union is dissatisfied with the decision of the Superintendent (or the mediator's decision if the Union elected to use Step 4), they may, within ten (10) working days of the receipt of said decision, appeal in writing to the Superintendent to submit the decision to arbitration.

Within 30 (thirty) 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 provision 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.

**33.02 Representation**

If an employee elects to be represented by the Union, an employee having a grievance shall be represented at Step 1 by the Union's Grievance Chair, at Step 2 by the Grievance Chair and the Union President, and at Steps 3 and 4 by the Grievance Chair, the Union President, and a representative of Ohio Council 8. If an employee elects to not be represented by the Union in Steps 1-4, the Union has the opportunity to be present at any Step in the Grievance process to ensure that no adjustment to a grievance is inconsistent with the terms of this Agreement.

**33.03 Attendance Pay or No Pay**

Whenever a grievance is advanced to Step 4 or beyond, and the hearing is held during working hours, then no more than two (2) employees whose presence is required at the hearing may attend the hearing without loss of pay or accumulated leave. However, the Union president may attend and not be counted within the limit of two (2).

**33.04 Class Grievance**

It is mutually agreed that the Union in presenting a class grievance will follow the steps as outlined above in the Grievance Procedure.

**33.05 Immediate Supervisor**

The immediate supervisor referred to in Section 1 of this Article is the section chief under whom the employee is assigned by the Superintendent or his/her designee to perform his service. The section chiefs are as follows:

- a. Chief of Maintenance & Operations
- b. Chief of Transportation

- c. Chief of Food Services
- d. Coordinator of Health Services
- e. Secretaries - school principal, department head or appropriate administrative supervisor
- f. Educational assistants - supervisor and/or coordinator of the program in which the assistant is assigned, or supervisor of libraries.

**33.06**      No Answer

If the Administration does not answer the grievance at any step in the allowable time, the grievance shall be deemed to be denied, and shall automatically proceed to next step.

If such employee is re-employed, 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.

**ARTICLE XXXIV**    LEGALITY

**34.01**      This Agreement is entered into pursuant to Chapter 4117 of the Ohio Revised Code and it governs the wages, hours, and terms and conditions of public employment covered by the Agreement.

The provisions of this Agreement shall be subject to any changes made necessary by reason of changes or conflict with any federal, state, or local laws and/or regulations and/or court decisions. In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, such decision shall not invalidate the entire Agreement since it is the intention of parties hereto that all other provisions not so invalidated shall remain in full force and effect.

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 Agreement and, in such event; the parties shall immediately renegotiate that provision which is void.

**ARTICLE XXXV**    MANAGEMENT CLAUSE

**35.01**      Cooperation

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.

**35.02**      Management

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 operation, to hire, lay off, assign,

transfer and promote employees, to schedule hours to be worked, including starting and quitting times, 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 this Agreement.

## **ARTICLE XXXVI**                    **CHANGE IN JOB DESCRIPTION**

**36.01**            The Union, the Assistant Superintendent of Human Resources, and the Department Head shall meet and discuss any change in job description initiated by the Board or requested by the Union.

**36.02**            If the Board substantially changes the requirements of a current job classification, or if the classification of a new job is established, the Board shall notify the Union of its intent to establish such a change or such a new job classification ten (10) days before it institutes such change or new job classification. The wage rate for such changed classification or new job classification shall then be negotiated between the Board and the Union to determine the appropriate classification and step of the salary schedule into which it shall be placed. Such agreed rate shall be effective with the date on which the employee started in the changed or new classification.

**36.03**            In the event of a job abolishment, any duties distributed to other positions shall be discussed at a meeting with the Union, the Assistant Superintendent of Human Resources and the Department Head no later than 10 (ten) days before such changes become effective. Adjustments in wage rates of such positions shall be negotiated and shall become effective immediately upon change of duties.

**36.04**            If impasse is reached in either of the above-described wage rate negotiations, then the parties shall request the Federal Mediation and Conciliation Service to provide a mediator to assist them in reaching an agreement on those wage rate negotiations.

## **ARTICLE XXXVII**                    **LEVEL OF WORKFORCE ISSUES**

**37.01**            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 at a minimum.

                  Until the Board meets and discusses with the Union the issues of layoffs described above, any job openings shall be posted and bid according to the bidding procedures in the current contract.

**37.02**            Any reduction in that portion of the workforce covered by a workforce formula (custodial and cafeteria) shall be by building closings or as otherwise described in the current agreement.

                  Changes in organizations that reduce staffing needs will result in unassigned designation for staff members who do not apply for and receive alternative assignments. Prior

to making assignments, the Board shall inform the employee and Union about appropriate assignments to productive work until such time as unassigned staff members apply for and receive open positions.

Any reduction in the workforce of non-formula positions will occur through attrition after meeting and discussing such reduction with the Union, except in the case of school closings.

**37.03** In any event, when a school is closed, all affected employees (formula and non-formula) shall be laid off and after bumping rights are exercised the number of laid off employees must equal the number of affected employees in the closed school.

**37.04** Any employee laid-off during the term of this Agreement will have their health insurance coverage continued at the expense of the Board for a period of two (2) months from the effective date of the lay-off of that person. After that, the COBRA provisions apply.

**37.05** If an employee is laid-off due to any school closings during the term of this Agreement after September 1, 1993, the employee will be placed on a recall list for a period of three (3) years from the date of that employee's lay-off. Otherwise, the recall provisions in the contract continue to apply and shall remain unchanged. The three (3) year recall list becomes effective for any lay-offs after September 1, 1993. Those laid-off employees will be recalled to vacancies in their divisions if they are qualified for those vacancies, prior to filling any such vacancies by cross-over bidding. Also, if a vacancy is to be filled from a substitute pool and a laid-off employee on the recall list is in the pool and qualified for the vacancy, he/she shall have preference (according to seniority among such qualified persons) for filling the vacancy. In the event an AFSCME bargaining member being laid off any positions currently held by substitutes will be filled by the laid off AFSCME employees providing they meet the qualifications of the position.

**37.06** In the event additional schools are closed, resulting in the layoff of employees, such laid off employees shall have the opportunity to be employed as permanent substitutes as needed, with all benefits and rights as may be appropriate until such time as there is a permanent full-time position for them to bid into, or recall rights expire under this Agreement.

**37.07** **Recall and Employment of Laid-Off Employees as Substitutes**

In addition to a laid-off employee being placed on the recall list as provided otherwise in the current agreement, such laid-off employee shall be placed in the substitute pool for which he or she may be qualified and shall be called out to work as a substitute, if and when needed, in accordance with his or her Board seniority. Further, they shall be called as a substitute prior to any non-bargaining unit substitute being called. Pay for the laid-off employees as a substitute, shall be the hourly rate of the laid-off employee at the time of lay-off.

**37.08** During the time period commencing on February 1, 2012 through January 31, 2015 the number of regular bus runs operated by members of this bargaining unit shall not be reduced to fewer than 44 (forty-four) as a result of the subcontracting of these runs to a private contractor. (Multiple trips to pick up or drop off excess students on the same route count as one (1) route.) Neither this provision or any other provision of the CBA shall prevent the

reduction in the number of bus runs and the layoff of transportation employees, due to lack of work, lack of funds, or in the event the employer implements state transportation minimums or some approach thereto. In the event of the implementation of state transportation minimums or approach thereto, any drivers who are laid off shall be offered the opportunity to be permanent substitutes, to the extent substitutes are needed, with all benefits and rights, as may be appropriate. This provision shall not affect the present bidding procedure for vacant bus runs.

## **ARTICLE XXXVIII      LEAVES FOR PROFESSIONAL STUDY**

### **38.01      Eligibility**

An employee who has completed three (3) or more consecutive years of contractual service in the Youngstown City School District may, 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 of the schools. Such leave may be renewed for an additional year upon proper application.

### **38.02      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 Assistant Superintendent of Human Resources not later than April 30.

### **38.03      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 18 (eighteen) or more semester hours of approved credit were earned.

## **ARTICLE XXXIX      PAYROLL OPTIONS FOR 9-MONTH EMPLOYEES**

**39.01**      Nine-month employees will have the option to receive their salary in approximately 19 (nineteen) or 26 (twenty-six) pay plans, in accordance with regulations and procedures prescribed by the Treasurer.

## **ARTICLE XL      DRUG TESTING POLICY**

(refer to current approved policy)

**40.01**      Effective 2/1/07 (implementation will begin on 5/1/07 ninety (90) days after the effective date contingent upon the following:

1. All AFSCME employees have attended an awareness seminar.

2. Supervisors authorized for reasonable suspicion testing shall be identified for each division and/or department.
3. All authorized supervisors shall have attended a training session on proper procedures for administration of this policy.



**COLLECTIVE BARGAINING AGREEMENTS**

**Between**

**YOUNGSTOWN BOARD OF EDUCATION**

**and**

**AFSCME Local 1143**

**"ME TOO"**

**EXHIBIT A**





**COLLECTIVE BARGAINING AGREEMENTS**

**Between**

**YOUNGSTOWN BOARD OF EDUCATION**

**and**

**AFSCME Local 1143**

**"ME TOO"**

**EXHIBIT B**

Board initial proposals 2/13/12

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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 necessary, 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

**SECTION B: 1143**

**Specific Terms and Conditions of Agreement**

**Between and Applicable to:**

**YOUNGSTOWN BOARD OF EDUCATION**

and

**AFSCME 1143**

February 1, 2012

through

January 31, 2015

2013 FEB 14 P 4: 12

STATE RECORDS  
POLARIS RECORDS

**SECTION B: 1143**

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## SECTION B: 1143

### ARTICLE I RECOGNITION

#### 1.01 Description of Unit

The bargaining unit covered by this Agreement and the term "employee" as used herein shall include all employees who have served for more than ninety (90) calendar days following their initial appointment by the Board and who are full-time employees engaged as custodians, custodian's helpers, utility firemen, laborers, truck drivers, automotive mechanics, storeroom personnel, bus drivers, bus attendants, ground crew foremen, cafeteria workers, and Licensed Practical Nurses, but excluding all supervisors including but not limited to Chief of Maintenance & Operations, Chief of Food Services, Chief of Transportation, Coordinator of Health Services, and all others having similar supervisory capacity.

#### 1.02 Full-Time Employees

Full-time employees for recognition purposes only are, except where specifically provided in other Articles of this Agreement, those employees working five (5) hours per day, five (5) days per week or in the case of bus drivers or lunchroom employees who work four (4) hours per day, five (5) days per week, and excluding temporary and substitute employees.

#### 1.03 Non-Discrimination and Union Business

The Employer will not discriminate against any employee because of membership in the Union. Except upon and with the approval of the Chief of Operations/Office of Business Affairs or his/her designee, no employee or Union representative shall be allowed to conduct Union business during working hours to the extent that it interferes with any employee's duties.

#### 1.04 Exclusive Representation

The Board recognizes the Union as the sole and exclusive representative for all employees in the job classifications of the bargaining unit, as set forth in Article I, for the purpose of establishing rates of pay, wages, hours, and other conditions of employment.

#### 1.05 Effect of Law

The provisions of this Agreement shall be subject to any changes made necessary by reason of changes or conflict with any federal, state or local laws and/or regulations of federal, state or municipal authorities enacted thereunder or court decisions. In the event that any provision of this Agreement shall at any time be declared invalid by any other court of competent jurisdiction, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not so invalidated shall remain in full force and effect.

**1.06            Fair Employment Practices**

Both the Board and the Union recognize their respective responsibilities under federal and state civil rights laws, fair employment practice acts, and other similar constitutional and statutory requirements. Therefore, both parties hereby reaffirm their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of race, color, creed, national origin, age, sex, genetic information, or handicap.

**1.07            Custodian's Responsibility**

The custodian in each building is responsible for the physical operation of the building to which he is assigned.

All requisitions pertaining to the maintenance of the building will be submitted to the Chief of Maintenance and Operations by the head custodian who will provide a copy of the requisition to the principal.

**1.08            New Job Class/Bargaining Unit**

In the event a new job class is established, the duties of which are similar in nature to the duties presently being performed by the existing bargaining unit employees pursuant to Article 1 herein, it is agreed between the parties that negotiations shall take place to determine whether or not the new job class shall be included in the Union's bargaining unit.

**1.09            Meetings with Administration**

Representatives of the Board and 1143 shall meet at a time convenient to both parties for the purpose of reviewing the administration of this Agreement. These meetings are not intended for the purpose of negotiations or to by-pass the grievance procedures. Each party will submit to the other, one (1) day prior to the meeting, an agenda of the matters it wishes to discuss. Either party may cancel such meetings.

**ARTICLE II            HOURS OF WORK**

**2.01            Work Day in General**

Except as hereinafter provided the normal schedule of working hours shall be eight and one-half (8 ½) hours per day inclusive of one-half (½) hour unpaid lunch period. Actual working time shall be 40 (forty) hours of working time per week.

For all eight (8) hour employees in the maintenance division the normal schedule of working hours shall be eight (8) hours per day inclusive of a 20 (twenty) minute lunch period. For all other employees, work schedules will be maintained by the Business Office and applicable schedules will be posted in each work area.

On any day when school classes are not in session (including waiver days), the schedule of working hours shall be eight (8) hours per day inclusive of a 20 (twenty) minute paid lunch period. This shall relate to shop personnel and building personnel except as noted in Section 2. The normal work schedule of eight and one-half (8 ½) hours and one-half (½) hour unpaid lunch period shall prevail at all other times. The normal workweek shall start at 12:01 a.m. Monday and end at 12:00 midnight the following Friday. The established workweek shall begin at 12:00 a.m. Monday and shall end at 12:01 midnight the following Monday.

**2.02            Work Day of Custodial Helpers**

The workday for Custodial Helpers shall be six (6) hours. In the event a Custodial Helper's working day is split, he/she shall be paid at a rate of forty-five cents (\$.45) an hour above his/her regular rate of pay. During periods of recess, when school classes are not in session, the schedule of working hours for Custodial Helpers shall be six (6) hours per day inclusive of a 20 (twenty) minute paid lunch period. The normal work schedule of six and one-half (6 ½) hours and one-half (½) hour unpaid lunch period shall prevail at all other times.

**2.03            Custodians and Night Custodians**

Custodians, Night Custodians and licensed helpers will work a straight eight (8) hours. The workday of each elementary school custodian shall be an eight and one-half (8.5) hour day including a 30 (thirty) minute unpaid lunch during which the custodian shall not leave the building.

**2.04            Unscheduled Emergency**

Any employee who is called out for an unscheduled emergency duty shall be paid for a minimum of two and one-half (2 ½) hours. This provision does not apply to weekend firing schedules.

However, in the event this emergency call-out is one (1) hour or less before the employee's regular starting time, such employee shall be paid for one (1) hour at time and one-half.

**2.05            Change in Times**

The Administration will meet with the Union president prior to the start of the school year to discuss any changes made in the employees' starting and quitting times for the school year; if changes are necessary during the school year, a like discussion will be held. Emergency changes of a temporary nature shall be acceptable to both parties.

**2.06            Bus Driver and Cafeteria Employee/Send Home**

Any bus driver or cafeteria employee who is sent home from work because of a public calamity or other similar emergency making the performance of the

job impossible, other than a strike or other dispute, shall receive no less than one-half (½) his day's pay.

**2.07            Emergency Close Down not Exceeding 30 Days**

In case of an emergency close down not exceeding 30 (thirty) days the employee involved will have the opportunity to work elsewhere as assigned by the Administration at his own rate of pay.

**2.08            Cafeteria Extra Duty**

Any cafeteria worker performing duties on outside functions and outside their normal work schedule, shall be paid at the rate of time and one-half (1 ½) their regular rate of pay for each hour worked.

**2.09            Open/Close Buildings**

No student helper shall open or close a building. In the elementary buildings with custodian only, the lead custodial helper shall be paid fifty cents (\$0.50) per hour, effective February 1, 2005, for each day school is in session and shall assume responsibilities of student helpers and other custodial staff when custodian is not on duty.

**ARTICLE III        WAGES**

**3.01            Salary Schedules**

Current wages shall be in accordance with the salary schedules attached hereto as Appendix "A", Appendix "B", and Appendix "C".

**ARTICLE IV        OVERTIME**

**4.01            Scheduled and Authorized**

Overtime work shall only be performed and shall only be paid when such overtime work is scheduled and authorized by the Employer. The department head shall give authorization for overtime work. The employee shall be notified of the scheduling of overtime work as soon as it is practical and possible, and all authorized hours worked outside of the regularly scheduled work day or workweek shall be paid the rate of time and one-half (1 ½). An employee so notified shall report to work as assigned unless satisfactory cause is shown and excused by the department head.

**4.02            Exceeding 8 Hours/40 Hours**

An eight (8) hour day shall be paid at the regular straight time wage. All hours in excess of the eight (8) hours per day - 40 (forty) hours per week shall be paid at the rate of time and one-half (1 ½).

**4.03            Bus Drivers' Overtime**

Bus drivers shall be paid at the rate of time and one-half (1 ½) only for hours in excess of forty (40) hours per week.

Bargaining unit bus drivers, contingent upon availability of drivers and buses, shall perform transportation for local athletic runs.

**4.04            Hourly Rate**

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 2,080 (two thousand eighty) hours shall establish his hourly rate; if the employee is a six (6) hour salaried employee, then his salary shall be divided by 1,560 (one thousand five hundred sixty) hours to establish his hourly rate.

**ARTICLE V            BIDDING RIGHTS FOR CHANGE OF ASSIGNMENT**

For the purposes of promotions and change of assignment, all full-time employees in the bargaining unit, as defined in Article I of this Agreement, shall be divided into the divisions described in the following Sections 1 through 5:

**5.01            Custodial Division**

**A.            Positions:**

- Custodian #1 -            Senior Grade Custodian  
All Senior High Schools and Choffin
  
- Custodian #2 -            Middle/Junior High Grade Custodian  
All Middle/Junior High Schools
  
- Custodian #3 -            Elementary Grade Custodian  
All Elementary Schools, plus Administration  
Building
  
- Custodian #4 -            Assistant Custodian and Utility Fireman/Custodian
  
- Custodian #5/6 -            Night Custodian/Licensed Helper
  
- Custodian #7/8-            Custodian 8-Hour/6-Hour Helper
  
- Entry Level -            Substitute Pool

**B. Promotions and Change of Assignment:**

Application for promotions or change of assignment for the positions of Custodian #1 through Custodian #8 will be considered on the basis of the following qualifications:

1. Service seniority at the level in which the vacancy occurs.
2. Service seniority at the next level below the level in which the vacancy occurs. (In all cases of bidding, Custodian #7 and Custodian #8 will be considered to be on the same level when bidding for positions in level Custodian #7 and above.)
3. Individual skill and efficiency of service as it is related to the job vacancy.
4. Ability to physically perform the essential functions of the job.
5. To qualify for a job as Custodian #1, 2, 3, 4, 5, or 6 the employee must have a Stationary Engineer's license or a High Pressure Boiler Operator's License or an equivalent proof of ability to operate the HVAC in the building of assignment as determined by the parties pursuant to a Memorandum of Understanding ("MOU") to be effective by January 1, 2011, which will include a test by a third-party testing service.

However, when a job becomes available within a particular building, the Custodial Helper in that building with the most building seniority shall be entitled to fill the job. The job remaining after the seniority is exercised by the Custodial Helpers in the respective buildings shall be posted for bid on the basis of service seniority within the Custodial Division.

When six (6) hour jobs are combined into eight (8) hour jobs in a building, building seniority will be used to consolidate these jobs. After the jobs are consolidated, then the following seniority provisions shall apply to future applications. Application for change of building assignment within either Custodial Helper level (Custodian #7 or Custodian #8) shall be considered on the basis of service seniority.

**C. Combination of Custodian #7 and #8:**

With regard to Custodial Helper #7, total seniority will apply. If an employee who is working an eight (8) hour position is displaced, he/she will displace the last employee brought into an eight (8) hour position, if his/her seniority will allow. If his/her seniority will not allow for displacing an eight (8) hour employee, he/she can displace a six (6) hour employee, if his/her seniority will allow. If an employee who is working a six (6) hour position is displaced, he/she will displace the last employee brought into a six (6) hour position, if his/her seniority will allow. In the event that a six (6) hour employee is displaced but has more seniority than the eight (8) hour

custodial helper, then he/she would be allowed to displace the eight (8) hour custodial helper with the least seniority.

D. Combination of Custodian #5 and #6:

Effective September 1, 2012, the table of organization for the Custodial Division at Appendix D of this Agreement shall be amended to place Custodian #5 Night Custodian and Custodian #6 Licensed Helper at the same level for purposes of promotion, transfer and displacement. Current employees as of September 1, 2012 assigned to either Custodian #5 or Custodian #6 shall maintain their classification seniority accrued as of that date for purposes of promotion, transfer or displacement. This is to avoid any adverse impact on individuals as a result of combining the two positions for purpose of the table of organization.

5.02 Maintenance Division

Note: Effective January 1, 1987, Custodial personnel and Maintenance personnel are no longer in the same division.

A. Positions:

Category a

Lead Mechanic  
Mechanic

Category b

Storeroom Keeper  
Asst. Storeroom Keeper

Category c

Grounds Keeper  
Central Kitchen Utility Man  
Truck Driver (Shop)  
Truck Driver (Food)  
Truck Driver B  
Plasterer Helper  
Warehouse Laborer  
Laborer

Category d

Substitute Pool  
(Entry Level)

B. Promotions and Change of Assignment:

Application for promotions or change of assignment within the maintenance division will be considered on the basis of the following qualifications:

Category a.

1. Service seniority in Category a
2. Service seniority in maintenance
3. To qualify for Lead Mechanic, the employee must be serving satisfactorily as Mechanic
4. Ability to physically perform the essential functions of the job.

5. Individual skill and efficiency of service as it is related to the job vacancy

**Category b.**

1. Service seniority in Category b
2. Service seniority in maintenance
3. To qualify for storeroom keeper, the employee must be serving satisfactorily as Assistant Storeroom Keeper
4. Ability to physically perform the essential functions of the job.
5. Individual skill and efficiency of service as it is related to the job vacancy

**Category c:**

1. Service seniority in Category c
2. Service seniority in maintenance
3. Individual skill and efficiency of service as it is related to the job vacancy
4. Ability to physically perform the essential functions of the job.

**5.03**

**Food Service Division**

**A. Positions:**

<b>Step 5</b>	-Cook Manager	-Senior High School
<b>Step 4</b>	-Cook Manager	-Middle/Junior High School
<b>Step 3</b>	-Cook	
<b>Step 2</b>	-Assistant Cook	
<b>Step 1</b>	-Cook Helpers and Central Packing Helpers	
<b>Entry Level</b>	-Substitute Pool	

**B. Promotions and Change of Assignment:**

Application for promotions or change of assignment within this division will be considered on the basis of the following qualifications:

1. Service seniority at the step level in which the vacancy occurs.
2. Service seniority at the step level next below the level in which the vacancy occurs.
3. Individual skill and efficiency of service as it is related to the job vacancy.
4. Ability to physically perform the essential functions of the job.

**5.04**            **Bus Driver Division**

Application for change of assignment within the division shall be considered on the basis of service seniority within the division.

**5.05**            **Licensed Practical Nurse Division**

Transfers within the licensed practical nursing division shall be considered on the basis of service seniority within the division.

**5.06**            **Service Seniority**

Service seniority is cumulative for "within division" bidding only.

**5.07**            **New Employees**

- A.    **Board Discretion:**    The qualifications and hiring of new employees shall be determined and conducted solely by the Board. The Board may determine whether a person is qualified through various methods, including, but not limited to written or unwritten testing, observations of performance, evaluations of prior experience, and interviews. New employees shall be on probation for no more than 90 (ninety) calendar days, in which time such employees may be laid off or discharged as exclusively determined by the Board.
  
- B.    **Substitute Pool/Entry Level:**    From among qualified person a pool of substitutes shall be created within the various divisions described in Sections 1 through 5 hereinabove. Each such pool shall be considered the entry level and a source of new employees in each division. Such pools of substitutes shall be created from the lists of substitutes that the Board is currently utilizing, supplemented with any qualified new applicants for employment with the Board for any positions within such divisions. If this combined source of substitutes (current lists of substitutes supplemented with qualified new applicants) becomes depleted, inadequate or unavailable, the Board may reconstitute any such substitute pool with qualified persons as it may determine within its discretion.
  
- C.    **Assignment, Observation and Evaluation of Substitutes:**    Substitutes shall be called to work and shall work only when and as needed, and as directed, solely at the discretion of the Board. There shall be no preference among such substitutes in any pool for assignment as substitutes, unless a substitute is a laid off employee on a Board recall list. As substitutes are assigned to work when and as needed, they shall be observed and evaluated in writing in the format and to the extent determined by the Board;

such evaluation shall be forwarded to the Office of Human Resources to be maintained with that substitute's personnel record. Substitutes from each substitute pool shall have no expectancy of regular employment or of continued employment as a substitute or otherwise.

- D. Filling Vacancies in Level Adjacent to Substitute Pool Entry Level:** In the event a vacancy in the level immediately adjacent to the substitute pool entry level is to be filled, the bidding procedure among current employees shall first be utilized to fill it, as described below in "Bidding by Current Employees." If a current employee is not assigned to fill such vacancy pursuant to the bidding procedure, then the Board shall fill such vacancy by selecting from the substitute pool applicable to that vacant position a person who has satisfactorily performed as a substitute; the selection of such person shall be determined solely by the Board. If the substitute pool is depleted, inadequate or unavailable to fill such vacancy, then the Board shall select and assign any qualified person to fill it.
- E. Filling Vacancies in Higher Levels:** In the event the bidding procedure for current employees does not result in the filling of a vacancy in a level above the level immediately adjacent to the substitute pool entry level, then the Board may exercise its sole discretion and select any qualified person to fill such a position; the Board's selection for such a vacancy shall in no way be limited to someone from the substitute pool, or from any other source.
- F. Probationary Period:** Once a substitute or other qualified person is selected to fill a vacancy pursuant to paragraph D or E above, he/she shall become a probationary employee in that position and shall serve a probationary period of not more than 90 (ninety) calendar days during which time the person shall have the opportunity to affirm by performance that he/she is qualified to hold the position on a regular basis as a new employee. If the probationary employee's performance is not satisfactory in the opinion of the Board, he/she may be removed at any time during that probationary period; at the discretion of the Board, such removed probationary employee may or may not be then returned to the substitute pool from which he/she may have come.
- G. Limited Rights, Privileges, and Benefits:** Substitutes and probationary employees are not members of the bargaining unit covered by this Agreement; they have no employment rights,

privileges, or benefits under this Agreement, or under Civil Service Laws or Regulations, except as may be provided expressly in this Section 7 or Board Policy.

- H. **Seniority List:** The name of a new employee who is retained beyond his/her 90 (ninety) calendar day probationary period shall then be placed on the seniority list in order of date of hiring as a probationary employee. A seniority list will be sent to each work location to be posted on the appropriate bulletin board. Such list will be revised on or about September 1 of each year. All errors in the list must be reported to the Personnel Office within 60 (sixty) calendar days from the date of issuance.

**5.08 Bidding by Current Employees**

When a vacancy is to be filled, it shall be announced by bulletin (advertised) not later than 10 (ten) days after the termination of the preceding employee's assignment for a period of five (5) working days, except between June 15 and September 1 this period shall be 15 (fifteen) days. Applications for advertised vacancies must be made in writing and received by the Human Resources Office and the Union not later than the final date of advertising, which is specified above and shall be opened at the closing time of the Human Resources Office on the due date. The president of the Union shall be permitted to attend the opening of the bids.

Every effort will be made to place the successful bidder in the new assignment at the earliest possible time, due consideration being given to the date of the Board meeting approving the new assignment and the need of the school system for the performance of the service.

On the basis of the qualifications outlined, the Business Manager will make his recommendation to the Board of Education at its next regular meeting and, subject to the Board of Education approval of the recommendation; the job award will be made within three (3) working days thereafter. Any employee selected to fill a vacancy shall be on probation in the new position for a period of 30 (thirty) calendar days.

If at any time within that probationary period the employee is found unable to perform the duties of this new assignment, he may, by written notice, be designated for reassignments to the job last filled from which he bid. The employee, however, may elect to return to his former job within the first five (5) days following his new assignment without any loss of seniority in the former job.

The following conditions will govern bids for changes in job assignments within their divisions:

1. Except as limited by the above described forfeitures, employees may bid upward at any time there is a vacancy.
2. In the event of a tie on a promotion bid, the employee with the greater seniority in the former step shall be awarded the job.
3. If a tie is not broken by seniority in the former step, a lottery system will be used and involved employees will be present with a designated Union officer.

In the event of a building addition, which would materially increase the building area, or in the construction of new building, which supplants the existing building, the custodian assigned to the site prior to the improvement will continue in the assigned position.

## **ARTICLE VI      TEMPORARY ASSIGNMENT**

### **6.01      Utility Fireman**

- a. When a utility fireman or assistant custodian is temporarily assigned to perform the duties of higher classification, there shall not be any salary adjustment in pay due to this temporary assignment, regardless of the classification affected.

### **6.02      Others**

When an employee other than a utility fireman or assistant custodian is temporarily assigned to perform the duties of a higher classification, he shall be paid the rate of the employee he replaces or his own rate, whichever is higher.

### **6.03      Absence of Head Custodian**

It is understood that when a head custodian is off work for any reason, when school is in session, the Administration will fill his position with a licensed high-pressure boiler operator or a person with proof of ability to operate the HVAC equipment in the building of assignment as determined by the parties pursuant to a Memorandum of Understanding ("MOU") to be effective by January 1, 2011, which will include a test by a third-party testing service. Under emergency situations in which licensed persons may not be available, other arrangements shall be made after discussion and agreement with the Union.

### **6.04      Temporary Assignments**

During summer recess when an elementary heating plant is shut down and the elementary custodian is on vacation and no replacement is assigned during that vacation, the custodian, with the approval of the Chief of Maintenance & Operations, shall designate a cleaning aide at that elementary school for temporary assignment to direct the work of other cleaning aides and/or student helpers and to secure the building at the rate of one dollar (\$1.00) per hour in addition to the cleaning aide's

regular hourly wage. (This provision shall not apply to any elementary building with a licensed helper.)

6.05            **Rayen Stadium**

For all activities at Rayen Stadium, the groundskeeper shall be assigned to perform grounds and custodial duties.

**ARTICLE VII        ASSIGNMENT OF EMPLOYEE WHEN  
JOB IS ELIMINATED**

7.01            **Displacement**

Whenever a job is eliminated and there is no vacancy in the same job step, the employee affected will displace the last employee brought into that job step providing his or her step seniority will allow. The displaced employee will be assigned the job, in the next lesser job step, which was last filled from a lower job step providing his or her step seniority will allow. However, he must be qualified for that job. If the employee is not qualified for a job within his or her division, he 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 payrolls.

The employee reassigned to a lower paying job due to bumping procedure will continue on the pay schedule of the job eliminated for one (1) calendar year following the date of the bump, if, prior to that date, a vacancy occurs in a job paying more than the job to which he is currently assigned, he shall accept an assignment to such vacancy or be placed on the regular pay scale on the job he holds. (Only vacancies that survive the bidding procedure shall be available for this purpose.)

7.02            **No Service Credit During Leave**

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

7.03            **Seasonal Employment Preference**

If at any time a member of this bargaining unit is laid off, the employee so laid off shall be given the right of first choice for seasonal employment. The rights of seniority will apply.

**ARTICLE VIII        RECALL PROCEDURE**

8.01            **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 to a vacancy in their division in line with their seniority within their division. 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) days he will be considered to have resigned or forfeited his recall rights.

**8.02            Return or Forfeit**

Employees who receive a written notice to recall must, within 48 (forty-eight) 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 does not report for work within seven (7) working days 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.

**8.03            Resignation from Lay-Off**

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

**8.04            Filling Vacancy with Laid-Off Employees**

Laid-off employees who are not recalled to the divisions from which they were laid-off may apply for vacancies in other divisions that may result after applicable bidding procedures are followed and completed with respect to employees within those divisions. Laid-off employees will be considered for such vacancies on the basis of their district-wide seniority and ability to perform the work of the vacant position. Such laid-off employees who apply for such vacancies after the within-division bidding has been completed, shall be given preference over cross-over bidders who have preference over new hires. Any laid-off employee selected to fill such a vacant position will be on probation in that position for 30 (thirty) calendar days.

**ARTICLE IX            SPECIAL ASSIGNMENT**

**9.01            Activities**

It is hereby agreed that in the best interest of labor-management relations that an employee on special assignment, employed by the Youngstown Board of Education, shall be permitted to meet with the members of the Union and with representatives of Management at any time during his normal working hours, so long as it pertains to labor-management relations.

In addition, before the employee representative can leave his workstation he shall inform the Superintendent of Schools or his designated representative.

The Youngstown Board of Education further agrees that such activities on the part of the employee on special assignment is to be included as a part of his job and that he shall be paid his regular rate of pay during all times that he is conducting labor-management relations work. The time allowed such employee representative shall not be limited in any one-year period and in no event shall overtime be put in to conduct labor-management relations work and no overtime pay shall be granted for such work.

The selection of the employee on special assignment must be a paid-up Union member of Local #1143 and shall be selected by the Executive Board of Local #1143, AFSCME, AFL-CIO.

The name of the employee on special assignment selected shall be submitted to the Youngstown Board of Education Business Office and it is further agreed that not more than one (1) member shall be selected to serve as the employee on special assignment. The employee on special assignment, selected as noted above, will not be replaced during time off for vacation or other authorized leave except for leave for extended illness of thirty (30) days or more.

**9.02**            **Special Assignment Duties and Obligations for a Designated Member of Local 1143**

- Special Assignment shall not exceed his normal work hours per year;
- Assigned to the school of his regular assignment;
- Report to school building at any time not on special assignment;
- Report daily to Chief of Operations;
- Confer with Chief of Operations on changes in assignment of custodial personnel;
- Be available for conferences with the administration on matters of contract compliance, grievances, and Workers' Compensation;
- Keep daily log of buildings visited and problems involved;
- Any time spent outside the school district during working hours will be noted on the log and will be considered personal time off without pay;
- Sign payroll for custodial employees in building of assignment;
  
- In no event shall overtime be put in the conducting of labor-management relations work, and no overtime pay shall be granted for such work.

**ARTICLE X**            **EQUALIZATION OF EMPLOYEE ASSIGNMENT**

**10.01**            **Assignments**

For the term of this Agreement, assignments for bargaining unit employees shall consist of the following positions unless a building/school is closed by the Board:

**CUSTODIAL DIVISION**

<u>SCHOOL</u>	<u>CUSTODIAN</u>	<u>NIGHT CUSTODIAN</u>	<u>LICENSED HELPER</u>	<u>HELPERS 8HR/6HR</u>	<u>STUDENT HELPERS</u>	<u>SQUARE FEET</u>
Ward/Rayen.....	1	0	2	2/1	0	62,000
Bunn .....	1	0	0	2/0	2	56,082
Harding.....	1	0	0	2/0	2	58,229
Kirkmere.....	1	0	0	2/0	2	59,680
M.L. King.....	1	0	0	2/0	2	54,046
Taft .....	1	0	0	2/0	2	58,229
McGuffey.....	1	1	1	3/0	3	97,009
Williamson .....	1	0	0	2/0	2	47,243
* Alpha-Princeton	1	1	1	3/0	3	104,700
Berry, P. Ross.....	1	1	1	3/0	3	97,140
Volney Middle....	1	1	1	2/0	2	65,738
Wilson Middle....	1	1	1	2/0	2	66,686
Chaney H.S.....	1	1	2	6/0	3	208,750
East H.S. ....	1	1	2	6/0	3	208,750
**Choffin .....	1	1	1	6/0	3	219,620
UPLC.....	1	0	0	2/0	2	32,500

\* To be closed 6/30/2010

\*\* 2 Asst. Custodians/Utility Custodians

Closed Buildings (Unstaffed while closed):

<u>SCHOOL</u>	<u>CUSTODIAN</u>	<u>NIGHT CUSTODIAN</u>	<u>LICENSED HELPER</u>	<u>HELPERS 8HR/6HR</u>	<u>STUDENT HELPERS</u>	<u>SQUARE FEET</u>
Harrison.....	1	0	0	0/2	1	37,400
Sheridan.....	1	0	0	2/0	2	59,000
Hayes Jr. ....	1	1	1	2/0	2	73,800

These employees may be assigned to other buildings during the evening shift, when required, due to absence of employees regularly assigned. When an employee is reassigned, a cleaning aide will be assigned as a replacement.

**10.02      Additional Space.**

If the Board adds square footage of space by constructing an addition to a building, the parties will re-negotiate staffing for that building using as a general guide the staffing of any Board buildings of similar size and usage.

**10.03      Additional Duties**

Hours of work and assignment of rooms specified in the formula shall apply only to the normal hours of work. Any additional duties brought about by reassignment of buildings or rooms shall be in addition to the normal work assignment.

**ARTICLE XI      WEEKEND AND HOLIDAY BUILDING  
CHECK SCHEDULE**

**11.01**      A weekend and holiday building check schedule shall be posted in each building prior to October of each year. The schedule shall provide for a maximum allotment of overtime hours as follows:

All elementary and secondary schools shall be approved for 112 hours. When Saturdays are included in the weekend schedule, Saturdays will require three (3) hours and Sundays for two (2) hours.

Permission to work any additional time to this schedule must be obtained from the Business Office, or pay will not be authorized. It is also understood that rentals on permits, issued for days that are covered in the weekend and holiday schedule shall continue to be reported as in the past. The hours of work for that particular day shall be either the weekend schedule or the rental, whichever is the greater.

**ARTICLE XII      USE OF SCHOOL FACILITIES**

**12.01      Permit**

For use of school facilities, a permit must be obtained for all activities that begin or extend beyond 5:00 p.m. regardless of whether a charge is made for the activity. In all cases such functions shall be properly supervised.

**12.02      Policies, Rules and Regulations**

All activities taking place in the schools pertaining to the "Use of School Facilities" are governed by the written policies of the Youngstown Board of Education and rules and regulations established by the Superintendent of Schools. It is

understood that these policies, rules and regulations are to be complied with to attain the best possible operation of the schools. Violation of any of the policies of the Board of Education or rules and regulations of the Superintendent will subject the person to disciplinary action at once.

**12.03        Sundays**

School facilities may be approved for use on Sundays in accordance with existing policies, rules and regulations.

**12.04        48 Hours**

All permits shall be forwarded to the custodian assigned to the building at least 48 (forty-eight) hours prior to the activity.

**12.05        School-Related After 5: 30 P.M.**

All school related activities, during the school week but after 5:30 p.m., shall be limited to certain areas of the building and they shall vacate the building by 9:30 p.m. If failure to vacate the building at 9:30 p.m. creates a hindrance or burden upon the night cleaning staff, reasonable overtime pay will be approved. This rule will pertain only to activities of students related to rehearsals, sport practice, etc. Exceptions to the rule shall be P.T.A., Boosters meeting, Adult Basic Programs, etc. Choffin, Administration Building and the Administration Annex are excluded due to the nature of their use of facilities.

However, any time a school-related activity has 50 (fifty) or more people in attendance, the head custodian shall be required to work and shall be paid a minimum of two (2) hours overtime. The head custodian will also assist in cleaning of the area where the events take place. The only exception where a custodian shall not be required to work after 5:30 p.m. shall be for any grade K thru 6 Ohio Achievement Assessment (OAA) intervention programs. Any time academic intervention programs are scheduled for; grades K thru 12, a meeting with the Union President and a Board designee prior to implementation shall be scheduled to discuss staffing levels and needs as it pertains to the activity. No head custodian shall work for any K through 12 after-school academic intervention activities or programs that have a minimal snack (i.e. crackers and juice) provided to students in their classrooms.

**12.06        Away Games and Scrimmages-Football**

For football scrimmages or games being played away from the school, teams will be permitted to enter the buildings for uniforms, etc., without a custodian on duty. However, the custodian shall be informed by the Athletic Director of the approximate time the team will be returning to the building. The custodian shall then be paid a minimum of three (3) hours for clean up and security of the building providing there is not a Night Helper or Licensed Helper on duty. When building facilities are being used for athletic scrimmages or games being played at the school on Saturdays, a custodian will be on duty.

**12.07**            **Home Games-Basketball**

For Varsity Boys' basketball games being played at our high schools, a custodian will be on duty to supply any service needed. For Varsity Girls' basketball games, a custodian will not be required to be on duty. For basketball games being played away from their home schools, teams will be permitted to enter the buildings for uniforms, etc. and to return uniforms if necessary without a custodian on duty.

**12.08**            **School Related on Weekends**

All school related activities on Saturday will be limited to four (4) hours requiring a custodian on duty. In accordance with the weekend building check schedule, the hours of work for that particular day shall be either the weekend schedule or the rental, whichever is greater.

In situations encountered beyond the weekend building check schedule, such use of facilities on Saturdays and Sundays shall be by building permit with a custodian on duty. Exceptions to this rule will be for coaches reviewing movies, having skill practice sessions with players, or for therapy treatment of team players, providing that such activity be coordinated with the weekend building check schedule.

**12.09**            **Rentals**

Assignment of duty because of rental of buildings shall be given to the custodian of the building rented. The custodian required to work a rental shall start to work not less than one-quarter ( $\frac{1}{4}$ ) hour prior to the start of the rental and shall work at least one-half ( $\frac{1}{2}$ ) hour beyond the end of the activity. A custodian called out to work a rental shall be paid a minimum of three (3) hours. When the rental time is less than three (3) hours, the one-quarter ( $\frac{1}{4}$ ) hour starting time and the one-half ( $\frac{1}{2}$ ) hour closing time referred to herein shall be included in the three (3) hour minimum.

**12.10**            **High School Night Custodians and Football Practice**

Prior to each school year, and based upon the state mandate of the official starting date for football practice, all night custodians in the high schools only shall revert back to work hours that coincide with football practice hours.

**12.11**            **Custodial Overtime During Maintenance of Closed Building**

If a contractor must perform work in a building when it is closed, the custodian will be authorized two (2) hours of overtime to open the building and two (2) hours to secure the building when the contractor is finished on that day. If clean-up work is required beyond the four (4) hours described above, prior permission must be obtained from the Chief of Operations for additional hours. The hours for opening and closing must coincide with the starting and quitting time of the contractor. When Board Maintenance crews are scheduled to perform work on weekends or when the building is closed, the head custodian may be authorized overtime subject to the prior approval of the Chief of Operations based upon the work project proposed and the need.

**ARTICLE XIII     EMERGENCY CLOSING OF SCHOOLS**

**13.01**     A. The Superintendent of Schools shall have the power to close temporarily any of the public schools in case of an emergency or whenever, in his/her judgment, it is a necessity to do so.

          B. In the event that all schools are closed due to extreme weather conditions, the following procedures in regard to reporting of personnel will be observed:

1. All classified personnel whose work is directly involved in the educational process of children or dependent upon children being in school will be excused with pay. (Bus drivers, lunchroom personnel, etc.)
2. All custodians, utility firemen/custodians, and other classified personnel as determined by the Business Manager, shall report for duty. Those employees, unable to do so, are to follow normal report off procedures.

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

All classified personnel not required to report for duty shall be excused with pay. (Custodial Helpers, etc.)

For those employees required to report for duty and do perform their duty they shall be compensated with a day off during that particular contract year. 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 10 (ten) days, further discussion with the Union shall be in order.

**ARTICLE XIV     VACATIONS**

**14.01     Twelve-Month Employees**

An employee in a twelve-month position shall accrue vacation with pay prorated for each completed month of continuous service in the 12 (twelve) month position during the year or portion of the year concluding with each June 30.

Employees transferring to a vacation-accruing position shall accrue vacation from the first completed month of service.

New employees with six (6) months but less than one (1) year of continuous service earn .833 vacation days for each completed month of service in a 12 (twelve)-month position.

The following vacation schedule applies to employees with one (1) year or more of eligible accredited service in public employment:

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.
4. Effective July 1, 2000 monthly vacation accruals shall be posted and reflected on the employee paycheck.

**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 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 the assignment held prior to the granting of this 60 (sixty) day leave, provided the position is still in existence. If the position is not in existence, the employee shall be assigned to another position.

An employee returning to duty after childbirth shall furnish a doctor's certificate stating that she is able to perform her duties. The Board may require, at the Board's expense, an examination of the employee by a physician selected by the Board.

Salary increments will be granted only if the employee has been on active payroll status for 120 (one hundred twenty) workdays during the school year.

#### **15.02 Attendance at State and National Meetings and Conferences**

Absence with or without pay may be authorized by the Superintendent of Schools to permit employee to attend meetings or conferences of a professional nature. Employees sent to such meetings or conferences on business of the Board of Education shall be considered assigned to duty with full payment of salary. The maximum number of employees who will be released from duty without loss of pay as the selected representatives of their employee group or organization at its regional, state or national meetings shall be the number of representatives determined on the basis of the official receipt by the Union of the number of delegates allotted by the regional, state or national meetings as voting representatives. Such official receipt together with the location of the meeting or conference is to be provided the immediate superior for approval and recommendations to the Chief of Operations/Office of Business Affairs. Except in unusual circumstances, a group or the organization may be accorded the maximum representation only once in a given year. Actual time authorized to delegates to attend regional, state, or national meetings or conference days shall include such allowable travel time that is essential.

#### **15.03 Leave 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 a 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.

Employees granted leave of absence under this Section, shall not be accorded the annual salary increment(s) for the period of such absence.

## **ARTICLE XVI     ABSENCE STEMMING FROM ASSAULT**

**16.01**       Whenever an employee is absent from work as a result of physical injury incurred in the course of the employee's employment as a result of an assault (except among employees), 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 Workers' 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 Workers' Compensation benefits or is utilizing unpaid leave of absence.

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.

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.

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 XVII    SAFETY AND HEALTH**

**17.01**        A committee of not more than two (2) members from Local No. 1143 will meet periodically with the Superintendent or his/her designee to determine safety and health conditions in the buildings. These concerns will be submitted in writing and a reply will be forthcoming from the Superintendent or his/her designee within 10 (ten) days.

Those requiring action, as approved by the Superintendent or his/her designee, will take place within 30 (thirty) days.

The Board agrees to provide:

1.     Protective goggles or shield and safety headgear for employees working in areas involving potential danger to the eye and head.
2.     Gloves will be provided:
  - a)     Dishmachine operation and cleaning aides as needed and approved by immediate supervisor.
  - b)     One pair of gloves for food truck drivers for use in handling hot package lunches.
  - c)     Rain suits in shop and submitted to employees on basis of inclement weather.
3.     All mechanics will receive a clean pair of coveralls each day.

## **ARTICLE XVIII    REIMBURSABLE EXPENSES**

### **18.01        Travel Expenses**

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.

The utility man shall have the use of a Board vehicle to work assigned away from the shop provided that approval is first obtained from the immediate supervisor.

**18.02      Tool Allowance**

The Board of Education, at its own expense shall be responsible for full replacement of any and all mechanics' tools stolen from the mechanics' garage up to a maximum of \$5,000 per mechanic. Each mechanic must submit, in writing, a list of tools stating sizes, brands, serial numbers, etc., to the Chief of Maintenance and Operations. Only those tools listed will be covered by this provision. Tool lists shall be updated annually.

**18.03      Overtime for Assistant Storeroom Keeper**

The assistant storeroom keeper will be assigned overtime on weekends as authorized by the Chief of Maintenance when needed.

**18.04**      The District shall pay the cost of the CDL renewals not to exceed \$8,700.00 (eight thousand seven hundred dollars) for the term of this agreement.

**ARTICLE XIX      LICENSED PRACTICAL NURSE**

**19.01      Work Day and Work Year**

- a.      Effective 9/1/90, the workday of licensed practical nurses shall be extended from the current six and a half (6½) hours per day exclusive of a one-hour unpaid lunch period, to seven (7) hours per day exclusive of a one-half (½) hour unpaid lunch period. The lunch period shall be scheduled at the discretion of the Coordinator of Health Services.
- b.      The number of work days in a licensed practical nurse's working year shall be extended by one (1) day at the beginning of the school year which shall be the work day before the teachers' report day.

**ARTICLE XX      LATCHKEY PROGRAMS**

**20.01**      When and where a latchkey program is in effect in a particular building, then the custodial personnel in that building will receive fifty cents (\$0.50) per hour in addition to their then hourly rate for the days on which the latchkey program is operation in that building, and only on those days; this additional fifty cents (\$0.50)

only applies to the normal workday not to overtime, rental, or other extra hours; this also only applies to personnel who actually work on such days.

**APPENDIX A**

**HIGH PRESSURE BOILER OPERATOR'S SALARY SCHEDULE**  
**Maximum Salary Effective February 1, 2012 through January 31, 2015**  
**(Zero percent (0%) Increase from February 1, 2012 through January 31, 2015)**

<b><u>BUILDING</u></b>	<b>2006 (4%) <u>02/01/2005</u></b>	<b>2010 (1%) <u>02/01/2010</u></b>	<b>2011 (1%) <u>02/01/2011</u></b>
Bunn .....	\$41,558	\$41,973	\$42,393.
Haddow (UPLC).....	\$39,634	\$40,030	\$42,393.
Harding.....	\$41,558	\$41,973	\$42,393.
Kirkmere.....	\$41,558	\$41,973	\$42,393.
King.....	\$41,558	\$41,973	\$42,393.
Taft .....	\$41,558	\$41,973	\$42,393.
McGuffey .....	\$41,558	\$41,973	\$42,393.
Williamson .....	\$40,558	\$40,963	\$42,393.
Berry, P. Ross.....	\$41,558	\$41,973	\$42,393.
Hayes.....	\$40,558	\$40,963	\$42,393.
Volney Rogers Middle .....	\$40,558	\$40,963	\$42,393.
Wilson Middle .....	\$40,558	\$40,963	\$42,393.
Chaney.....	\$47,220	\$47,692	\$48,169.
East.....	\$47,220	\$47,692	\$48,169.
Choffin .....	\$47,220	\$47,692	\$48,169.
Administration/Ward.....	\$41,558	\$41,973	\$42,393
Night Custodian.....	\$33,126	\$33,457	\$33,791.
Assistant Custodian.....	\$36,838	\$37,206	\$37,578.
Licensed Helper.....	\$32,533	\$32,858	\$33,186.
Custodial 6 Hr. Helper .....	\$18,103	\$18,284	\$18,466.
Custodial 8 Hr. Helper .....	\$24,140	\$24,381	\$24,625.
* Adams.....			
* Harrison.....			
* Sheridan.....	\$41,558	\$41,973	\$42,393
* Princeton.....	\$41,558	\$41,973	\$42,393

\* Denotes closed buildings  
# Salary to be determined upon completion

**APPENDIX A**

**STATIONARY ENGINEER'S SALARY SCHEDULE**

**Maximum Salary Effective February 1, 2012 through January 31, 2015  
(Zero percent (0%) Increase from February 1, 2012 through January 31, 2015)**

<u>BUILDING</u>	<u>2006 (4%) 02/01/2005</u>	<u>2010 (1%) 02/01/2010</u>	<u>2011 (1%) 02/01/2011</u>
Bunn .....	\$41,993 .....	\$42,412 .....	\$42,837.
Haddow (UPLC) .....	\$40,067 .....	\$40,467 .....	\$42,837.
Harding.....	\$41,993 .....	\$42,412 .....	\$42,837.
Kirkmere.....	\$41,993 .....	\$42,412 .....	\$42,837.
King.....	\$41,993 .....	\$42,412 .....	\$42,837.
Sheridan.....	\$41,993 .....	\$42,412 .....	\$42,837.
Taft.....	\$41,993 .....	\$42,412 .....	\$42,837.
McGuffey .....	\$41,993 .....	\$42,412 .....	\$42,837.
Williamson .....	\$40,979 .....	\$41,388 .....	\$42,837.
Berry, P. Ross.....	\$41,993 .....	\$42,412 .....	\$42,837.
Hayes.....	\$40,979 .....	\$41,388 .....	\$42,837.
Volney Rogers Middle .....	\$40,979 .....	\$41,388 .....	\$42,837.
Wilson Middle .....	\$40,979 .....	\$41,388 .....	\$42,837.
East.....	\$48,399 .....	\$48,882 .....	\$49,371.
Chaney.....	\$48,399 .....	\$48,882 .....	\$49,371.
Choffin .....	\$48,399 .....	\$48,882 .....	\$49,371.
Administration/Ward.....	\$41,993 .....	\$42,412 .....	\$42,837.
* Adams.....	.....	.....	.....
* Harrison.....	.....	.....	.....
* Princeton.....	\$41,993 .....	\$42,412 .....	\$42,837.
Night Custodian.....	\$33,556 .....	\$33,891 .....	\$34,230.
Assistant Custodian .....	\$37,274 .....	\$37,646 .....	\$38,023.
Licensed Helper.....	\$32,533 .....	\$32,585 .....	\$33,186.
Custodial 6-Hr. Helper .....	\$18,103 .....	\$18,284 .....	\$18,466.
Custodial 8-Hr. Helper .....	\$24,140 .....	\$24,381 .....	\$24,625.

\* Denotes closed buildings  
# Salary to be determined upon completion

**APPENDIX B**

**MAINTENANCE DIVISION AND BUS DRIVER DIVISION**

**MAXIMUM SALARIES**

**February 1, 2012 through January 31, 2015**  
**(Zero percent (0%) Increase from February 1, 2012 through January 31, 2015)**

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	<b>2006 (4%)</b>	<b>2010 (1%)</b>	<b>2011 (1%)</b>
	<b><u>02/01/05</u></b>	<b><u>02/01/10</u></b>	<b><u>02/01/11</u></b>
Storeroom Keeper .....	\$45,003 .....	\$45,453 .....	\$45,907.
Assistant Storeroom Keeper .....	\$37,863 .....	\$38,241 .....	\$38,624.
Central Kitchen Utility Man.....	\$37,558 .....	\$37,933 .....	\$38,312.
Laborers.....	\$32,956.....	\$33,285 .....	\$33,618.
Plasterer Helper .....	\$33,960 .....	\$34,299 .....	\$34,642.
Truck Drivers .....	\$34,623 .....	\$34,969 .....	\$35,318.
Lead Garage Mechanic.....	\$43,922 .....	\$44,361 .....	\$44,804.
Garage Mechanic.....	\$40,061 .....	\$40,461 .....	\$40,866.
Grounds Keeper.....	\$38,171 .....	\$38,552 .....	\$38,938.
Utility Fireman .....	\$36,680 .....	\$37,046 .....	\$37,417.
Pony Driver .....	\$36,244.....	\$36,606.....	\$36,972.
Regular Bus Drivers (per hour) .....	\$17.119 .....	\$17,290 .....	\$17,463.
Bus Attendant (per hour).....	\$15.059.....	\$15,209 .....	\$15,361.

**APPENDIX C**

**FOOD SERVICE DIVISION MAXIMUM RATES**

**FULL TIME EMPLOYEES**

**February 1, 2012 through January 31, 2015**  
**(Zero percent (0%) Increase from February 1, 2012 through January 31, 2015)**

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**JUNIOR HIGH SCHOOLS:**

	<b>2006 (4%) <u>02/01/05</u></b>	<b>2010 (1%) <u>02/01/10</u></b>	<b>2011 (1%) <u>02/01/11</u></b>
Cook Manager .....	\$12.66	\$12.78	\$12.91
Assistant Cook.....	\$11.63	\$11.74	\$11.86
Cook Helper .....	\$11.43	\$11.54	\$11.65

**SENIOR HIGH SCHOOLS:**

	<b>2006 (4%) <u>02/01/05</u></b>	<b>2010 (1%) <u>02/01/10</u></b>	<b>2011 (1%) <u>02/01/11</u></b>
Cook Manager .....	\$14.02	\$14.16	\$14.30
Cook .....	\$11.88	\$11.99	\$12.11
Assistant Cook.....	\$11.63	\$11.74	\$11.86
Cook Helper .....	\$11.43	\$11.54	\$11.65
Central Kitchen Packaging Helper .....	\$11.43	\$11.54	\$11.65

All new employees in the Food Service Classification shall be placed at \$.25 per hour below maximum rate for a period of one (1) year.

**APPENDIX C**  
(continued)

**LICENSED PRACTICAL NURSE DIVISION**  
**MAXIMUM HOURLY RATES**

**February 1, 2012 through January 31, 2015**  
**(Zero percent (0%) Increase from February 1, 2012 through January 31, 2015)**

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<b><u>Continuous Service</u></b>	<b>(4%) <u>02/01/2005</u></b>	<b>(1%) <u>02/01/2010</u></b>	<b>(1%) <u>02/01/2011</u></b>
1 <sup>st</sup> year .....	\$15.04/hr.....	\$15.19 .....	\$15.34
2 <sup>nd</sup> year.....	\$15.34/hr.....	\$15.49 .....	\$15.64
3 <sup>rd</sup> year.....	\$15.64/hr.....	\$15.79 .....	\$15.95

**APPENDIX D**

**TABLE OF ORGANIZATION**

for Various Positions

Covered by Agreement

between

**YOUNGSTOWN BOARD OF EDUCATION**

and

**AMERICAN FEDERATION OF STATE, COUNTY,  
AND MUNICIPAL EMPLOYEES**

**AFSCME 1143**

# CUSTODIAL DIVISION

**CUSTODIAN #1**  
Senior Grade Custodian



**CUSTODIAN #2**  
Junior Grade Custodian



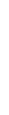
**CUSTODIAN #3**  
Elementary Grade Custodian



**CUSTODIAN #4**  
Assistant Custodian And Utility Fireman



**CUSTODIAN #5/#6**  
Night Custodian/Licensed Helper

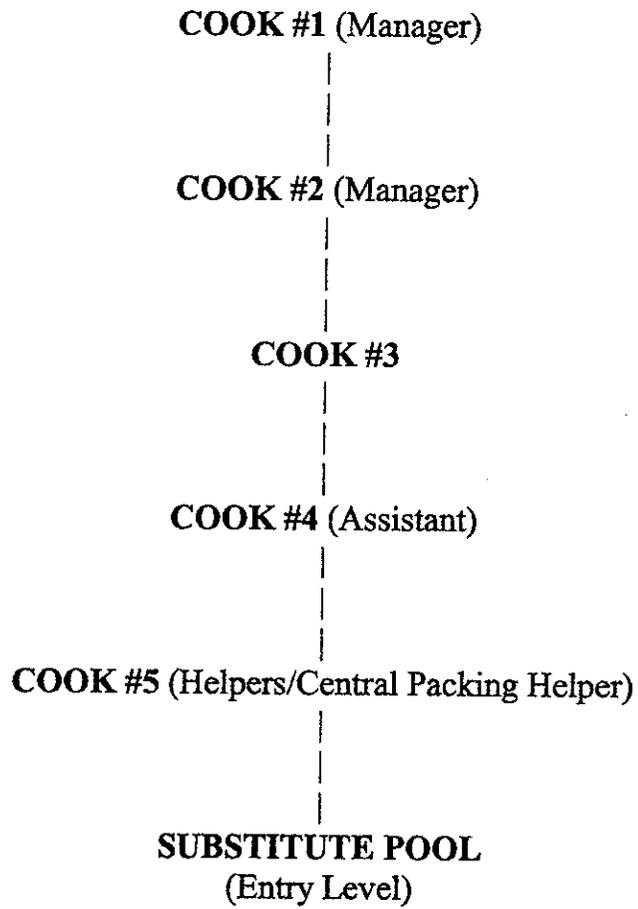


**CUSTODIAN #7 / #8**  
Custodial 8-Hour/6-Hour Helper

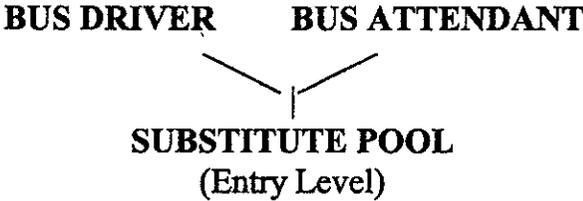


**SUBSTITUTE POOL**  
(Entry Level)

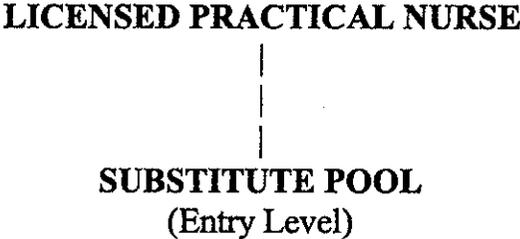
# FOOD SERVICE DIVISION



**BUS DRIVER DIVISION**



**LICENSED PRACTICAL NURSE DIVISION**



# MAINTENANCE DIVISION

## CATEGORY A

Lead Mechanic

|

Mechanic

## CATEGORY B

Storeroom Keeper

|

Assistant Storeroom  
Keeper

## CATEGORY C

Grounds Keeper

|

Central Kitchen  
Utility Man

|

Truck Driver (Pony)

Truck Driver (Shop)

Truck Driver (Food)

Truck Driver (B)

|

Plasterer Helper

|

Warehouse Laborer

|

Laborer

## CATEGORY D

Substitute Pool  
(Entry Level)

**SECTION C: 1143-A SECTION**

Specific Terms and Conditions of Agreement  
Between and Applicable to:

**YOUNGSTOWN BOARD OF EDUCATION**

and

**AFSCME 1143-A**

February 1, 2012

through

January 31, 2015

STATE OF OHIO  
DEPARTMENT OF REVENUE  
2013 FEB 14 PM 4: 12



**SECTION C: 1143-A SECTION**

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## SECTION C: 1143-A

### ARTICLE I RECOGNITION

#### 1.01 Description of Unit

The bargaining unit covered by this Agreement and the term "employee" as used herein shall include all employees who have served for more than 90 (ninety) calendar days following their official appointment by the Board and who are full-time "Educational Assistants;" the term "Educational Assistant" shall include all general fund, state disadvantaged pupil program fund, and federally funded instructional aides, library assistants, educational assistants/interpreters, and parent involvement assistants. It shall also include "Educational Support Assistants" ("ESAs").

#### 1.02 Full-Time Employees

Full-time employees for recognition purposes only are, except where specifically provided in other articles of this Agreement, those employees working five (5) hours per day, five (5) days per week on one (1) assignment and must have served for more than 90 (ninety) calendar days following their official appointment by the Board of Education.

It is further understood that general funded library assistants included in the bargaining unit shall be red-circled. Through attrition, all such employees shall be replaced by instructional educational assistants at the agreed hourly rates for instructional assistants.

#### 1.03 Library Assistants

In each school library to which a library assistant is assigned, one (1) library assistant shall work five (5) work days immediately before the beginning of the school year and five (5) work days immediately after the end of the school year to inventory and organize the library so that the library is fully operational and open to students on each day school is in session during the intervening school year." This provision shall apply to all full time media floaters who are assigned to elementary schools and high school library assistants.

Five elementary library assistants designated as media floaters employed by the Board may be assigned to one (1) additional site for two (2) days, to be determined by the Supervisor of Library and Media Services. The media floater will be assigned to and service their home school three (3) days.

The Supervisor of Library and Media Services and the Superintendent or designee will meet with the Chapter-Chairperson of 1143-A and the Union President or designee to discuss and study the workload of library assistants. The Board may make adjustments in such workload where it deems appropriate.

**1.04 Educational Assistant/Interpreters**

This individual will function in the classroom as an interpreter for students who are hearing impaired only. It is understood that three Educational Assistant/Interpreters have been "Grand fathered-in" prior to the agreement between AFSCME 1143-A and The Board of Education. In the event where a hearing impaired student is absent, the Educational Assistant/Interpreter assigned to said student would be reassigned as an Interpreter for the day. Any *contracted out interpreter* will be sent home.

**1.05 Probationary Period**

All educational assistants retained by the Board of Education beyond a probationary period of 90 (ninety) calendar days, which follows the Board of Education approval of persons as full-time employees, shall be considered as regular and qualified employees entitled to the benefits under this Agreement.

An Educational Assistant is eligible to be represented by Local No. 1143-A ninety (90) calendar days after official appointment as a full-time employee. Probationary employees may be laid off or discharged as exclusively determined by the Superintendent or designee.

Anyone working as a full-time substitute Educational Assistant for a full semester will be hired as a full-time employee with full benefits and privileges as other educational assistants and placed on the seniority list effective retroactive to the beginning of the full semester assignment.

**1.06 Exclusive Representative**

The Board recognizes the Union as the sole and exclusive representative for all employees in the classifications of the bargaining unit as set forth in Article I. Section 1, for the purpose of establishing rates of pay, wages, hours, and other conditions of employment.

**1.07 Special Assignment**

It is hereby agreed that the Chapter Chairperson of Local 1143-A may meet with members of the Union and/or with representatives of the Administration during normal working hours provide that permission for said meetings is first obtained from his/her department director.

When the Chapter Chairperson is on such special assignment, he/she shall be paid the regular rate of pay during the times that she is conducting such approved activities. There shall, however, be no overtime compensation for any of such activities.

**1.08 Meetings with Administration**

Representatives of the Board and the Chapter Chairperson of 1143-A shall meet at a time convenient to both parties for the purpose of reviewing the administration of this Agreement. These meetings are not intended for the purpose of

negotiations or to by-pass the grievance procedure. Each party will submit to the other, one (1) day prior to the meeting, an agenda of the matters it wishes to discuss. Either party may cancel such meetings. The Assistant Superintendent of Human Resources shall coordinate the scheduling of such meetings.

**1.09            Change of Position Title**

Wherever the term "Aide" appears in the Collective Bargaining Agreement, it shall be changed to "Educational Assistant." (Changing the title of the position from "Aide", "Educational Aide" or "Instructional Aide" to "Educational Assistant" shall not remove these positions from the coverage of Ohio Revised Code Section 3319.088, which defines and governs the position known in the statute and for certification purposes as "Educational Aide.")

**ARTICLE II            HOURS OF WORK**

**2.01            Work Day**

The normal schedule of working hours shall be seven (7) hours per day effective 9/1/90. The number of workdays in a school year is 183 (one hundred eighty-three) days including Parent Teacher Conference day, except for Library Assistants who work an extended year as otherwise provided herein. Educational Assistants' work year will start on Teacher's Report day at the beginning of the school year and end on Teacher's Report day in June at the end of the school year; such days are the first and last days of the 183 workdays in the school year.

**2.02            Lunch Period**

No payment shall be made for one-half (½) hour lunch period effective 9/1/90.

**2.03            Stress Release Time**

A relief break shall be available to each educational assistant. The relief break shall not exceed 15 (fifteen) minutes and shall not occur more than once in the a.m. and once in the p.m. Any such break shall coincide with normal work breaks in the a.m. and p.m.

**2.04            Overtime Pay**

All hours worked in excess of eight (8) hours in a work day or in excess of forty hours (40) in a work week shall be compensated at the rate of one and one-half (1 ½) times the regular rate of pay. This provision also applies to Educational assistants who work more than eight (8) hours on Parent Teacher Conference Days.

This provision also applies to Educational Assistant/Interpreters assisting hearing-impaired students involved in After-School Programs, participating in athletic activities, etc.

**2.05**            **Distribution of Extra Hours**

All hours above seven (7) hours in a work day and 35 (thirty-five) hours in a work week will be distributed as evenly as possible among employees in a particular school assigned to a particular program effective 9/1/90.

**2.06**            **Absence of Teacher**

When a teacher is absent, every reasonable effort will be made to obtain a substitute. If a substitute is not available, an educational assistant shall take one-half (½) the class for up to three (3) days. If a substitute is still not available, an educational decision will be made by the responsible administrator as to the status of the class until the classroom teacher returns. In any event, at UPLC (alternative school), no Educational Assistant will work with students without a teacher available.

In the event a substitute teacher is not available and the class is split as described in this provision, then the Educational Assistant to whom each one-half (1/2) of the class is assigned will be paid an additional \$3.00, per hour for time spent with that one-half (1/2) class.

- a. At UPLC (the Alternative School), no additional hourly rate shall be paid to an educational assistant in the absence of his/her teacher if he/she is moved together with all or part of his/her class of students into the classroom of another teacher and educational assistant. The implementation of this provision shall be monitored and discussed by the administration and Union during the term of the contract.
- b. At UPLC (the Alternative School), if any students from an absent teacher's classroom are assigned to the classroom of another teacher and educational assistant without their educational assistant coming with them, then the educational assistant to whose classroom these students have been assigned shall be paid the additional hourly rate for time spent with those additional students.
- c. If any students from an absent teacher's classroom are assigned to the classroom of another teacher and educational assistant, or an educational assistant is asked to cover a classroom in the absence of a teacher, the assistant will be paid \$3.00 per hour for the time spent with those students/additional students.

**2.07**            **Hall Duty**

It is acknowledged by the Board that hall duty is not within the job duties of an educational assistant.

**2.08**            **Annual Orientation**

All programs shall have one (1) day of preparation and/or orientation before each school year. To improve job performance, all Educational Assistants shall receive a review or orientation of the methods, procedures and equipment used in their particular programs.

**2.09**            **Summer Programs**

If summer programs are scheduled, the hours of work for educational assistants employed therein shall coincide with the instructional hours provided in the approved project proposal. If an approved project within a federal or state funding source which contains both a teacher and assistant is extended from the regular school year into the summer, the assistant shall have the opportunity to have his/her employment extended with the program to assist the teacher.

**2.10**            **Summer Employment**

Full-time instructional aides will be given preference in hiring or part-time summer employment according to the following:

- 1)     If a regular school year program is continued into the summer those educational assistants employed within the program would be given preference. If additional vacancies exist appointments will be made by seniority among applicants from other programs before applicants who are not current employees.
- 2)     If a special summer program is implemented, appointments will be made by seniority among qualified applicants presently employed by the Youngstown City Schools before other applicants are considered.
- 3)     Educational Assistant/Interpreters needed for special summer programs will be assigned based on program (and total Board seniority in the event of a tie only).

**ARTICLE III**        **WAGES**

**3.01**            The wage schedule for all full-time educational assistants qualifying with a high school diploma or its equivalent, as defined in Article I, Section 1, of this Agreement shall be as set forth in Appendix C.

One (1) full school semester worked shall qualify an educational assistant for one (1) year's service credit. Less than one (1) full semester worked shall not qualify an educational assistant for one (1) year of service credit.

Rates will be established according to qualification and service as of the start of the school year and will remain firm for the entire school year unless otherwise directed by this Agreement.

#### **ARTICLE IV      JOB ASSIGNMENTS**

##### **4.01      Needs and Qualifications**

The assignments and transfers of Educational Assistants shall be made in accordance with the needs of the programs as determined through approved project proposals and administered by program supervisor. All such assignments or transfers are conditioned upon proper state certification, a 30 (thirty) working day probationary period for transfers from one program to another, and a 10 (ten) working day probationary period for transfers within a program.

##### **4.02      Assignments for the School Year**

On or about June 15 of each year, program coordinators shall, with the advice and consent of their department director and the Department of Personnel, inform instructional aides about their school assignments for the next school year. It is agreed that these assignments are contingent upon the final approval of the program proposal and/or changes within the programs and locations of approved centers.

The Supervisor of the hearing impaired students will have flexibility of assigning Educational Assistant/Interpreters based on the need of the student. Educational Assistant/Interpreters shall then be given the opportunity to request a specific building/student to be assigned to before contracting out said positions.

If program changes necessitate reassignments and positions are available, such reassignments within the program will be accomplished through program seniority.

##### **4.03      Bidding Within Program**

- A. Duplicate applications for transfer to advertised vacancies shall be in writing and received by the Assistant Superintendent of Human Resources and the Chapter Chairperson of Local 1143-A not later than the final date of advertising, which shall be noted on the advertised vacancy. The Chapter Chairperson of Local 1143-A will meet with the Assistant Superintendent of Human Resources at the close of the day on the final date of advertising and compare bids received. Only those bids received by that deadline will be considered.
- B. Beginning in September and ending in June (coinciding with the school calendar year opening and closing), notifications of vacancies within programs which are to be filled during the

school year shall be sent to all educational assistants in that same program designating a deadline date allowing at least seven (7) days of application. In the event that two (2) or more qualified currently employed educational assistants in the program have applied for the transfer, the educational assistant having the most seniority within the program will be awarded the bid. The employee assigned will be on probation in the new position for 10 (ten) working days. A copy of each vacancy announcement will be sent to the Union.

**4.04            Non-Vacancies**

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

**4.05            Transferring from One Program to Another**

During the school calendar year notifications of vacancies to be filled by educational assistants currently working in said programs, shall be posted on school bulletin boards and at the personnel office. A copy shall also be forwarded to the Union president.

Any educational assistant from any other program desiring to make application for such vacancies may do so in writing within the time constraints listed on the job posting. Appointment among competing applicants shall be made by total Board seniority providing they meet the qualifications listed on the job posting. The educational assistant so assigned shall be on probation in the new position for a 60 (sixty) working-day period. The educational assistant so assigned may elect to return to her former assignment within the first five (5) days following her transfer without loss of seniority in the former position. Any such voluntary transfer may not be granted more than once during any one-year period. For purposes of subsequent reassignment within the program or lay-off from the program, seniority in that particular program shall prevail. If the administration removes a transferred educational assistant from her new position during the probationary period, then the educational assistant may return to her former program.

**4.06            Change in Job Description**

Any change in responsibilities or duties of an employee's job description by the Administration will be discussed with the Chapter Chairperson of 1143-A and the Union president.

In the event a new job class is established, the duties of which are similar in nature to the duties presently being performed by the existing bargaining unit employees pursuant to Article I, Section 1 herein, negotiations shall take place to determine whether or not the new job class shall be included in the Union's bargaining unit.

- 4.07**            **Upgraded Training**  
In the event changes in job duties occur, the educational assistant in that job will be given training in the new aspects of the job.
- 4.08**            **Update Orientations**  
When and if work responsibilities are changed in writing project proposals, educational assistants will be given prior notice before program implementation, with appropriate orientation and instruction.
- 4.09**            **Title One Programs**  
All programs in Title One are considered "Title One Programs".
- 4.10**            **Emergency Assignments of Educational Assistants**  
Educational assistants, already hired by the Board of Education, who are currently enrolled in a 2 (two) to 4 (four) year program and possess a temporary certificate for Interpreters for the Hearing Impaired, shall be given an opportunity to bid on and be considered for open positions before contracting out.
- 4.11**            **Title I Educational Assistants**  
The wage schedule for a full time Educational Assistant in a Title I or federally funded program or building shall meet the federal law requirement that qualifies all employees with an Associate's degree, passage of the Praxis, or other state or federal requirements with a qualifying score or having quarter or semester hours per federal law requirements shall be set forth in Appendix C.
- 4.12**            **Non-Title I Educational Assistants**  
The wage schedule for all non-Title I Educational Assistants qualifying with a high school diploma or its equivalent, as defined in Article I, Section 1 of this Agreement shall be set forth in Appendix C.

**ARTICLE V            LAY-OFF PROCEDURE**

- 5.01**            **Displaced Employee**  
In the event an Educational Assistant or Educational Assistant/Interpreter is displaced or laid-off because of lack of funds, work, hearing impaired students (applicable only to Educational Assistant/Interpreters), discontinuance of program or closing of a building, the Educational Assistant or Educational Assistant/Interpreter with the least amount of program seniority will be bumped by the displaced Educational Assistant or Educational Assistant/Interpreter, providing the displaced employee has more program seniority than the person listed at the bottom of the Program Seniority List. Any contracted-out Interpreter will be replaced by the laid-off Educational Assistant/Interpreter. Any reassignment or placement of an Educational Assistant or Educational Assistant/Interpreter will be accomplished as outlined in Section 5.01.

**5.02                    Reassignment Procedure for Laid Off Assistants**

In the event an Educational Assistant or Educational Assistant/Interpreter in any particular program is displaced or laid-off, they may replace (bump) the Educational Assistant of another program according the following steps:

**STEP 1:** They will be placed in vacant positions of any other program that has survived the bidding procedure (excluding Interpreter positions, unless they meet the qualifications and State Standards). If no vacant positions are available, the displaced or laid-off Educational Assistant or Educational Assistant/Interpreter will exercise their bump in rights outlined in Step 2.

**STEP 2:** They shall replace (bump) the least senior Educational Assistant listed on the Board Seniority List (those listed at the bottom of the Board Seniority list, total years working), providing they have greater Board seniority than the person being replaced or bumped (excluding Interpreter positions, unless they meet the qualifications and State Standards).

When reassignment of an educational assistant or Educational Assistant/Interpreter is made either through STEP 1 or STEP 2, the Educational Assistant's program seniority date in the new program shall become effective on the date of reassignment and shall become permanent upon successful completion of training and a probationary period of 60 (sixty) working days.

In the event a position becomes available in a program where an Educational Assistant was displaced or laid off, then after the bidding process is completed, said Educational Assistant shall be given the opportunity to return to an available position in their former program without loss of their prior program seniority until the next impending school year, providing the Educational Assistant did not successfully bid on another position.

For the purpose of subsequent reassignment within the program of a displaced Educational Assistants or Educational Assistant/Interpreters, Program Seniority shall prevail before Board Seniority.

**5.03                    Staffing Level Reductions**

In the event of school closings or reduction of program funding, the Superintendent will notify the Union president and Chapter Chairperson of 1143-A prior to the lay-offs resulting from the closings or reductions.

**ARTICLE VI**

**RECALL PROCEDURE**

**6.01                    Recall List**

A laid off employee shall be on the recall list for two (2) years from date of lay-off. 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 as outlined in Section 2. If an employee cannot be reached at the address or telephone number on file a registered letter will be sent. If no response is received within five (5) working days he will be considered to have resigned.

**6.02            Recall Preference**

No new instructional aides will be employed in any program until those educational assistants who were laid off are given the opportunity for recall according to Section 1, above.

**ARTICLE VII**

**LEAVES OF ABSENCE**

- 7.01            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 the assignment held prior to the granting of this 60 (sixty) day leave, provided the position is still in existence. If the position is not in existence, the employee shall be assigned to another position.

An employee returning to duty after childbirth shall furnish a doctor's certificate stating that she is able to perform her duties. The Board may require, at the Board's expense, an examination of the employee by a physician selected by the Board.

Salary increments will be granted only if the employee has been on active payroll status for 120 (one hundred twenty) workdays during the school year.

**7.02            Attendance at State and National Meetings and Conferences**

Absence with or without pay may be authorized by the Superintendent of Schools to permit employee to attend meetings or conferences of a professional nature. Employees sent to such meetings or conferences on business of the Board of Education shall be considered assigned to duty with full payment of salary. The maximum number of employees who will be released from duty without loss of pay as the selected representatives of their employee group or organization at its regional, state or national meetings shall be the number of representatives determined on the basis of the official receipt by the Union of the number of delegates allotted by the regional, state or national meetings as voting representatives. Such official receipt together with the location of the meeting or conference is to be provided the immediate superior for approval and recommendations to the Chief of Operations/Office of Business Affairs. Except in unusual circumstances, either a group or the organization may be accorded the maximum representation only once in a given year. Actual time authorized to delegates to attend regional, state, or national meetings or conference days shall include such allowable travel time that is essential.

**7.03            Leave 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/her request a statement from his/her physician certifying that the employee is physically or emotionally unable to fulfill his/her 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/her 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 a leave of absence for personal illness or disability shall provide evidence of employee's ability to return to active duty.

Employees granted leave of absence under this section, shall not be accorded the annual salary increment(s) for the period of such absence.

## **ARTICLE VIII    ASSAULT LEAVE**

### **8.01            Description**

Whenever an employee is absent from school as a result of personal injury caused by an assault (except among employees), occurring in the course of the employee's employment, the Board shall pay the employee's salary for the period of absence. Full payment for assault leave, less Workers' Compensation, shall not exceed the employee's per diem rate of pay.

- A.    The employee must apply for Workers' Compensation benefits in order to receive benefits under this provision and will be required to pay the amount of Workers' Compensation benefits to the Board in an amount not exceeding the payment of assault leave benefits.
- B.    Such absence shall not be charged against sick leave.

### **8.02            Employee Statement**

The employee shall complete all accident forms required to show the nature, participants, witnesses and place of assault and shall furnish a signed statement on forms prescribed to justify the use of Assault Leave, if physically able.

### **8.03            Physician's Certification/Falsification by Employee or Physician**

If medical attention is required, a certificate from a licensed physician, stating the nature of the disability and the 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.

### **8.04            Physical Exam**

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 further use of assault absence.

**ARTICLE IX      TRAVEL EXPENSE**

**9.01**            Any educational assistant required to travel from one school installation to another shall be compensated for such travel at the rate established by Board policy, when travel over a two (2) month period equals or exceeds five dollars (\$5.00).

                    In order to be uniform, the Board will allow any increase in mileage rate that is allowed all other employees during the life of this contract.

**ARTICLE X      MISCELLANEOUS**

**10.01          Heavy Equipment**

                    Unless otherwise required by their specific job responsibilities, educational assistants shall not be required to transport heavy equipment from one destination to another in their cars.

**10.02          New Positions**

                    In the event an additional position for educational assistants is established, the Assistant Superintendent of Human Resources will send a copy of the job posting to the Union president and the Chapter Chairperson of 1143-A prior to posting it. If a new position is established, the Assistant Superintendent of Human Resources will meet and discuss the new position with the Union president and the Chapter Chairperson of 1143-A prior to posting it. All additional and new positions are to be posted.

**ARTICLE XI      EMPLOYEE OBSERVATION/EVALUATION**

**11.01**            The performance of each employee shall be evaluated in writing on the observation and evaluation form, as follows:

1.      Once each year during the first five (5) years of employment, thereafter, once every two (2) years;
2.      If the employee moves to a new classification after his first five (5) years of employment, then he shall be evaluated once per year for the first two (2) years in the new classification, and thereafter once every two (2) years.

**11.02**            Prior to the completion of the evaluation form, every effort will be made for two (2) formal observations to take place; one prior to the winter recess and a follow-up prior to April 1. The principal may perform one such observation. Such observation shall be reported in writing on the observation form attached as Appendix B.

**11.03** When a formal observation or evaluation report indicates performance concern, the observer or evaluator shall make recommendations for improvement.

**11.04** The employee shall be given a copy of the observation/evaluation report. The employee shall acknowledge that he/she has read and received an observation/evaluation report by signing that report. A copy of said report will to be submitted to the Assistant Superintendent of Human Resources for the employee's file. The employee's signature merely signifies that he/she has read the material that is to be submitted. Such signature shall not indicate agreement with the content of the report. The employee may reply in writing to the observation/evaluation report; and such reply will be filed with the observation/evaluation report sent to the Assistant Superintendent of Human Resources by the employee no later than 20 (twenty) working days after signing the observation/evaluation report.

**APPENDIX A**

**APPENDIX B**

**APPENDIX C**

**SALARY SCHEDULES**

February 1, 2012 through January 31, 2015  
(Zero percent (0%) Increase from February 1, 2012 through January 31, 2015)

**EDUCATIONAL ASSISTANTS**

<b><u>Continuous Service</u></b>	<b>2006 (4%) <u>02/01/2005</u></b>	<b>2010 (1%) <u>02/1/10</u></b>	<b>2011 (1%) <u>02/1/11</u></b>
1 <sup>st</sup> year .....	10.59 .....	10.69 .....	10.80 .....
2 <sup>nd</sup> year .....	10.94 .....	11.04 .....	11.15 .....
3 <sup>rd</sup> year .....	11.28 .....	11.39 .....	11.50 .....
4 <sup>th</sup> year .....	12.17 .....	12.29 .....	12.41 .....

Educational Assistants assigned to Special Education shall receive a \$300.00 stipend at the completion of the school year (June).

**EDUCATIONAL ASSISTANTS/INTERPRETERS**

<b><u>Continuous Service</u></b>	<b>2006 (4%) <u>02/01/2005</u></b>	<b>2010 (1%) <u>02/1/10</u></b>	<b>2011 (1%) <u>02/1/11</u></b>
1 <sup>st</sup> year .....	16.47 .....	16.63 .....	16.80 .....
2 <sup>nd</sup> year .....	17.04 .....	17.21 .....	17.38 .....
3 <sup>rd</sup> year .....	17.60 .....	17.77 .....	17.95 .....
4 <sup>th</sup> year .....	18.17 .....	18.25 .....	18.53 .....

Educational Assistants/Interpreters assigned to Special Education shall receive a \$300.00 (three hundred dollar) stipend at the completion of the school year (June).

**EDUCATIONAL ASSISTANTS w/ASSOCIATE DEGREE OF ARTS**

<b><u>Continuous Service</u></b>	<b>2006 (4%) <u>02/01/2005</u></b>	<b>2010 (1%) <u>02/1/10</u></b>	<b>2011 (1%) <u>02/1/11</u></b>
1 <sup>st</sup> year .....	11.49 .....	11.60 .....	11.72 .....
2 <sup>nd</sup> year .....	11.84 .....	11.95 .....	12.07 .....
3 <sup>rd</sup> year .....	12.18 .....	12.30 .....	12.42 .....
4 <sup>th</sup> year .....	13.07 .....	13.20 .....	13.33 .....

Educational Assistants w/Associates Degree of Arts assigned to Special Education shall receive a \$300.00 stipend at the completion of the school year (June).

## **APPENDIX D**

### **SPECIAL EDUCATION PROGRAM LIST**

Educational Assistants/Interpreters who shall receive a stipend of \$300.00 at the completion of the school year (June):

Special Needs Preschool  
Orthopedic Handicap  
Alternative Placement or Programming  
ED (Emotional Disturbance)  
MD (Multiple Disability)  
Occupational/Physical Therapy  
Autistic Unit

**SECTION D: 1143-B**

Specific Terms and Conditions of Agreement

Between and Applicable to:

**YOUNGSTOWN BOARD OF EDUCATION**  
and  
**AFSCME 1143-B**

February 1, 2012

through

January 31, 2015

2013 FEB 14 PM 4: 13

STATE EMPLOYMENT  
RELATION BOARD

**SECTION D: 1143-B**

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## SECTION D: 1143-B

### ARTICLE I RECOGNITION

#### 1.01 Description of Unit

The Board recognizes the Union as the sole and exclusive bargaining agent for all secretarial employees now employed or to be employed in the Youngstown City School District except for the following exempt positions which are not a part of the bargaining unit:

Secretary to:

Superintendent of Schools (3)

Chief of Operations/Office of Business Affairs

Treasurer

Assistant Superintendent of Human Resources Department (3)

Such recognition shall continue altered in accordance with the provisions of this Agreement.

#### 1.02 Meetings with Administration

Representatives of the Board and 1143-B shall meet at a time convenient to both parties for the purpose of reviewing the administration of this Agreement. These meetings are not intended for the purpose of negotiations or to by-pass the grievance procedure. Each party will submit to the other, one (1) day prior to the meetings, an agenda of the matters it wishes to discuss. Either party may cancel such meetings.

### ARTICLE II DEFINITIONS

2.01 As used in this Agreement, the following terms shall have the following meanings:

1. **Union:** Chapter 1143-B, AFSCME, Ohio Council No. 8 AFL-CIO.
2. **Board:** The Board of Education of the Youngstown City School District.
3. **Administration:** The Administrative Staff of the Youngstown City Schools.
4. **Employee(s):** An employee appointed by the Board (excluding substitutes) to perform the duties of the job titles listed in the bargaining unit as set forth in Appendix "A".
5. **Work Day:** The total daily hours worked shall be the same for all employees. The normal hours will be from 8:00 a.m. to 4:30 p.m. or, with the approval of the Superintendent of Schools, from

7:45 a.m. to 4:15 p.m., 7:30 a.m. to 4:00 p.m., or 9:00 a.m. to 5:30 p.m., with a lunch period of one (1) hour for everyone. When schools are not in session, daily working hours shall be 8:30 a.m. to 4:00 p.m. with a lunch period of one (1) hour.

6. The deviations in hours that exist now will continue. Prior to instituting any emergency or temporary changes, such as are due to bus scheduling, etc., the Union will be advised.
7. **Contract Term:** (for position if in existence)
  - A. **Secretaries-Attendance Office:** The Board adopted school calendar.
  - B. **Elementary School Secretary:** The annual term of service for elementary school secretaries, and other secretaries who fall in this same length of service, shall be the Board adopted school calendar plus ten (10) days per year, allowed either (a) five (5) days prior to the opening of school and five (5) days following the close of school or (b) such other combination of days at the opening and close of school as the secretary, his/her union representative, and principal agree.
  - C. **Secondary School Secretaries:** The annual term of service for secondary school secretaries and other secretaries who fall under this length of service shall be effective until June 30, 1990, after which they are merged into 12 (twelve) month positions as described herein.  

(Youngstown Early College calendar will be added)
  - D. Twelve-month secretaries are those employees who are employed from July 1 through June 30 of each fiscal year.
8. **"Calendar Days" and "Days":** Consecutive calendar days including Saturdays, Sundays, and holidays, unless expressly provided to the contrary.
9. **Pronouns:** Where used in this Agreement, masculine and feminine pronouns refer to both sexes.

### **ARTICLE III      SCHOOL SECRETARY RESPONSIBILITIES**

#### **3.01      Absent Principal**

The principal shall inform the secretary of the identity of the certificated employee to be responsible for the activities of the school during any absence of the principal from the building. The secretarial personnel shall not be required to assume any of the principal's responsibilities during such absence.

**3.02**            **Student Discipline**  
Secretarial employees shall not discipline students.

**3.03**            **Working Alone in Building**  
Secretarial employees shall not be assigned to work alone in a school building or other building during vacation periods.

**3.04**            **Taking Report-off Calls at Home**  
When the principal or other immediate supervisor is absent and specifically assigns the secretary to take report off calls at home that morning, then one (1) hour shall be paid. This shall be calculated at one and one-half (1 ½) times the regular rate of pay.

**3.05**            **Classroom Supervision**  
Except in the case of an extreme emergency, a secretary will not be assigned to supervise a classroom in the absence of certificated personnel.

**ARTICLE IV            SPECIAL ASSIGNMENT OF CHAPTER  
CHAIRPERSON**

**4.01**            It is hereby agreed that the Chapter Chairperson of Local 1143-B or a designee may, in emergency situations, confer one-on-one with a member of the bargaining unit and/or with a representative of the Administration during normal working hours, provided that permission for said conference is first obtained from (1) his/her principal or immediate supervisor, and (2) the Assistant Superintendent of Human Resources. The length of such conference shall not exceed the time requested, unless further approval is received from the aforementioned administrators.

When the Chapter Chairperson, or a designee, is on such special assignment, he/she shall be paid the regular rate of pay during the times that he/she is conducting such approved activities. There shall, however, be no overtime compensation for any of such activities.

**ARTICLE V            LEAVES OF ABSENCE**

**5.01**            **Purposes**  
Under conditions hereinafter specified, employees of the Board of Education will be granted leaves of absence for the following purposes: military service, professional study, professional service or research, illness or maternity. As individual on leave of absence is not considered an active employee, nor is she entitled to accumulate or use sick leave. The employee shall have the right to have contributions made on his behalf to the state retirement system(s).

**5.02**            **Authorization**

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

**5.03**            **Application**

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 desirability of said leave. Requests for leaves of absence for professional study or for professional service or research must be submitted no later than July 10.

**5.04**            **Alteration**

A leave of absence shall be used essentially and primarily for the purpose stated by the employee in the application that 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 purpose of the leave by the employee without the approval of the Superintendent of Schools may be considered a breach of contract.

**5.05**            **Reassignment at Expiration of Leave**

If the 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 30 (thirty) days before the expiration of such leave or as hereinafter specified. Application shall be accompanied by supporting evidence or statements establishing the accomplishment to 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 that he held prior to the leave of absence except as may otherwise be specified by law.

**5.06**            **Reassignment Prior to Expiration of Leave**

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 exist, and that the best interests of the schools will be served by early termination of the leave.

5.07

**Unauthorized Absence**

Absence from duty not authorized by the Board or by the Superintendent of Schools under these policies and regulations and/or the law governing absence of employee shall be considered unauthorized absence. No payment of a salary will be made for unauthorized absence and such absence may be considered grounds for disciplinary action resulting in suspension or dismissal of the employee.

5.08

**Notice of Absence**

It shall be the responsibility of each employee to notify his immediate supervisor when he must be absent from duty. Such notification shall be given on or before the first day of such absence. It shall be the responsibility of the employee to keep his immediate supervisor adequately informed of the extent and duration of such absence. Any absence for which the above notification is not provided as specified may be considered unauthorized absence.

**ARTICLE VI**

**LEAVES FOR MILITARY SERVICE**

6.01 Indefinite leaves of absence shall be granted to personnel who leave the employ of the Board of Education to serve in the Armed Forces of the United States. The employee shall request termination of such leave in writing to the Superintendent of Schools at least 30 (thirty) days prior to the desired reinstatement date. Employees discharged under honorable conditions shall resume the contract status held prior to entering military service, subject to passing a physical examination (3319.085 R.C.). Such contract status shall begin at the beginning of the school semester following return from the armed service. Upon reinstatements, such employees shall receive credit on the salary schedule for time spent in the military service in accordance with Ohio statute (3319.085 R.C.).

**ARTICLE VII**

**LEAVES FOR PROFESSIONAL SERVICE  
OR RESEARCH**

7.01 Leaves of absence for not more than one (1) year will be granted upon the recommendation of the Superintendent of Schools and the approval of the Board of Education for the purpose of carrying on a program of educational research not associated with the earning of an academic degree, or for temporary service with a recognized professional association. Such leaves shall not be renewable and the normal salary increment may be granted upon reinstatement from such leave shall be made as in the Policy Manual or Article 7, Section 2, of this Agreement.

**ARTICLE VIII**

**LEAVES FOR ILLNESS**

8.01

**Request**

Leaves of absence shall be granted for a period not to exceed three (3) years where personal illness or other disability is the reason for the request. The employee shall forward with his request a statement from a physician certifying that the employee is physically or emotionally unable to fulfill his duties with the Board of Education.

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/her leave of absence beyond the one (1) year and return to duty before the extension of his/her leave is up and his/her former job is not open; he/she shall be placed in a job of equal pay and equal status.

**8.02            Without Request**

Without request, the Board may grant a similar leave of absence and renewals thereof, to any employee because of physical or mental disability.

**8.03            Member of Family to Different Locale**

A leave of absence may be granted to an employee when health or treatment of a member of his immediate family requires removal of the family to a different locality. A physician's statement certifying this condition shall accompany the request. Such leave shall be for not more than one (1) year and shall not be renewable.

**8.04            Disability Retirement**

Any school employee granted disability retirement shall, for the first five (5) years of such disability retirement, be granted rights and privileges in accordance with Board Policies, Administrative rules and regulations and the provisions of the Ohio Revised Code governing disability retirement.

**8.05            Return from 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.

**8.06            No Increments**

Employees granted leaves of absence under this Article shall not be accorded the annual salary increment(s) for the period of such absence.

**8.07            Sixty-Day Leave**

In the event the approved leave for illness is for a period of 60 (sixty) working days or fewer, the employee's position will be filled with a substitute and the employee shall resume the assignment held prior to the granting of this 60 (sixty) day leave provided this period falls within the same school year and provided the employee furnishes a statement from the attending physician certifying that the employee is both physically and emotionally able to resume the duties in keeping with

the assignment. The Board may require, at the Board's expense, an examination of the member by a physician selected by the Board.

## **ARTICLE IX      MATERNITY LEAVE**

### **9.01      Eligibility**

An employee who becomes pregnant shall, upon request, be granted a maternity 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 member, shall be extended for one (1) additional school year provided the request is made in writing to the Superintendent of Schools on or before July 1 immediately preceding the school year for which the extension is requested.

### **9.02      Application for Maternity Leave**

Application for maternity leave shall be made in writing to the Superintendent of Schools not later than 30 (thirty) working days prior to the effective date for such leave and such request shall state the duration of the leave. The request shall be accompanied by a statement from the attending physician giving the expected date of delivery.

### **9.03      Reinstatement**

If the employee on maternity leave of absence desires to be reassigned to duty with the Board of Education following the termination of such leave, application for reinstatement must be made in writing to the Office of the Superintendent at least 30 (thirty) days before the expiration of such leave or as hereinafter specified. Such request shall be accompanied by a statement from the attending physician certifying that the member is both physically and emotionally able to resume her duties with the Board. The Board may require, at the Board's expense, an examination of the member by a physician selected by the Board. 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, and no later than the beginning of the next school year. 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 that she held prior to the maternity leave of absence except as may be otherwise specified by law.

In the event the approved maternity leave is for a period of 60 (sixty) working days or fewer, the employee's position will be filled with a substitute and the employee shall resume the assignment held prior to the granting of this 60 (sixty) day leave, provided the position is still in existence. If the position is not in existence, the employee will be assigned to a comparable position at the Superintendent's discretion.

An employee returning from maternity leave of absence, or returning to duty after childbirth, shall furnish a doctor's certificate stating that she is able to perform her duties. The Board may require, at the Board's expense, an examination of the member by a physician selected by the Board.

Increments will be granted only if the employee has worked at least the number of days constituting a school year by state law.

## **ARTICLE X      ATTENDANCE AT PROFESSIONAL MEETINGS**

### **10.01      Professional Nature**

Absence with or without pay shall be authorized by the Superintendent of Schools to permit employees to attend meetings or conferences of a professional nature. Employees sent to such meetings or conferences on business of the Board of Education shall be considered assigned to duty with full payment of salary.

### **10.02      Organization Representatives**

Personnel elected to represent their employee group or organization chosen to serve on its programs or in any official capacity at its regional, state, or national meetings may, upon authorization by the Superintendent of Schools, be absent without loss of pay.

### **10.03      Requests**

The requests for such leaves of absence must be filed with the Office of the Superintendent three (3) weeks in advance of the professional meeting.

### **10.04      Classification Limitation**

Such requests will generally not be approved, except during the time that schools are regularly in session, for personnel whose term of duty is less than 11 (eleven) calendar months prior to 6/30/90, or less than 12 (twelve) months effective 7/1/90, due to the merger.

## **ARTICLE XI      ABSENCE STEMMING FROM ASSAULT**

### **11.01      Description**

Whenever an employee is absent from school as a result of personal injury caused by an assault (except among employees), occurring in the course of the employee's employment, the Board shall pay the employee's salary for the period of absence. Full payment for assault leave, less Workers' Compensation, shall not exceed the employee's per Diem rate of pay.

- A. The employee must apply for Workers' Compensation benefits in order to receive benefits under this provision and will be required to pay the amount of Workers' Compensation benefits to the

Board in an amount not exceeding the payment of assault leave benefits.

B. Such absence shall not be charged against sick leave.

**11.02 Employee Statement**

The employee shall complete all accident forms required to show the nature, participants, witnesses and place of assault and shall furnish a signed statement on forms prescribed to justify the use of Assault Leave, if physically able.

**11.03 Physician's Certification/Falsification by Employee or Physician**

If medical attention is required, a certificate from a licensed physician stating the nature of the disability and the 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.

**11.04 Physical Exam**

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 further use of assault absence.

**ARTICLE XII VACATIONS**

**12.01 Twelve-Month Employees**

An employee in a twelve-month position shall accrue vacation with pay prorated for each completed month of continuous service in the twelve-month position during the year concluding with his/her anniversary date.

Employees transferring to a vacation-accruing position shall accrue vacation from the first completed month of service.

New employees with six (6) months but less than one (1) year of continuous service earn .833 vacation days for each completed month of service in a twelve-month position.

The following vacation schedule applies to employees with one (1) year or more of eligible accredited service in public employment:

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

\* Applies only to employees hired before February 1, 2000.

**12.02 (A) Eleven-Month Employees (Section expires 6/30/90)**

Members of the classified staff whose term of service is 11 (eleven) months, shall be granted vacation with pay in accordance with the above paragraph, subject to the further provision that all days from Monday through Friday, inclusive, between the official opening and closing dates of the school year on which schools are not scheduled to be open and which are not legal holidays or approved days for professional meetings, shall be included in the vacation period.

**(B) School-Based Employees (Section effective 7/1/90)**

All days from Monday through Friday, inclusive, between the official opening and closing dates of the school year on which schools are not scheduled to be open and which are not legal holidays or approved days for professional meetings, shall be considered vacation days and deducted from their vacation credits. One-half ( $\frac{1}{2}$ ) of the balance of vacation days shall be utilized during the month of July; the other one-half ( $\frac{1}{2}$ ) of vacation balance may be used at any time with prior scheduling approval of the supervisor.

When not on vacation in July, the school-based secretaries shall receive special assignment by the Assistant Superintendent of Human Resources to perform secretarial duties in other facilities within the school district. The secretary shall maintain her current regular daily rate of pay on such special July assignments. The school-based secretaries affected by this provision are secretaries in junior high schools, high schools and Choffin Career Center.

**12.03 Computing Service Credit**

In computing service credit to determine eligibility for three (3) or more weeks of 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 City Schools;
2. Actual duty for nine (9) months or longer in a contract year shall constitute a year of service;
3. A staff member on leave of absence for which annual salary increments are granted shall suffer no interruption on the service credit for determining vacation up to a limit of one (1) year.

**12.04 Accrual and Credit**

Service credit shall be computed as the employee's anniversary date and vacation allowance granted accordingly. (No retroactive changes will be made in accrual of vacation time as a result of changing from the uniform June 30 accrual date to the individual anniversary date accrual.) Vacation time shall normally be taken

after the employee's anniversary date at the conclusion of the year in which it was earned. Maximum monthly vacation accrual shall not exceed 75 (seventy-five) days, effective 01/01/04.

**12.05            Scheduling**

Vacation may be taken any time during the year with the advance approval of the principal or department head, subject always to the approval of the Superintendent. All personnel shall be on duty during the week before schools open and the week following the close of schools; this prohibition may be waived by the department head for employees during June and August. Substitute replacement will be made on the basis of need as determined by the department head and/or Assistant Superintendent of Human Resources and upon availability of substitutes.

**12.06            38-Week/42-Week Employees**

Members of the classified staff service who work at least 38 (thirty-eight) weeks but less than 11 (eleven) months (effective 7/1/90; "less than 12 (twelve) months") shall be paid for all days, Monday through Friday, within the effective dates of their contracts and any of such days on which schools are not scheduled to be open and which are not legal holidays or approved days for professional meetings shall be considered as vacation time.

**12.07            Unused Upon Separation**

Upon separation from employment, due to 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.

**12.08            Carryover 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 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.

**ARTICLE XIII    TRANSFERS, PROMOTIONS & VACANCIES**

**13.01            Classifications**

Classifications of secretaries shall be as follows. Class VI shall be lowest classification and Class I shall be the highest classification.

Administrative	-Secretary-	12-Month
School/Program	-Secretary-	10 & 12-Month

**Note:** Effective 9/1/90 Class VI positions are merged with Class V positions; effective 7/1/90 11 (eleven) month positions are merged with 12 (twelve) month positions.

**13.02**      **Notice of Vacancies and Bidding in General**

All employee vacancies for positions recognized in Article I herein to be filled within the Youngstown City Schools, whether they be newly-created positions or vacancies created through resignation, retirement, or termination of an employee shall be announced by bulletin not later than 10 (ten) calendar days after the termination of the preceding employee's assignment for a period of five (5) days, except during the period between June 5 and September 5; this period shall be 15 (fifteen) calendar days. All vacancies shall be made known and advertised to present employees. During the summer months these shall be mailed to the homes of employees who do not work this period.

- A. The bidding procedures shall be followed for bargaining unit employee non-exempt vacancies.
- B. Present secretarial employees shall be considered for exempt vacancies provided they meet Board qualifications. Exempt secretaries shall have the right to bid on bargaining unit vacancies in accordance with other provisions of this Article and all their seniority, including seniority in an exempt position, shall be credited to them.
- C. The bidding procedure shall not apply to the filling of an exempt position; however, an exempt position shall be awarded to and filled by a qualified bargaining unit existing secretarial employee, except the secretaries to the Superintendent and Treasurer. The Superintendent shall have the prerogative of filling any exempt position with any qualified existing secretarial employee.
- D. Exempt employees shall possess bumping rights to the bargaining unit for two (2) years from the date of employment in an exempt position.
- E. The number of exempt positions shall be reduced from nine (9) to eight (8) by attrition.

**13.03**      **Applications**

Duplicate applications for transfer to advertised vacancies shall be in writing and received by the Assistant Superintendent of Human Resources and the Chapter Chairperson of Local 1143-B not later than the final date of advertising, which shall be noted on the advertised vacancy. The Chapter Chairperson of Local 1143-B

may meet with the Assistant Superintendent of Human Resources at the close of the day on the final date of advertising and compare bids received. Only those bids received by that deadline will be considered. If a bid is rescinded by an applicant after the posting period is closed, the bid may not be resubmitted by the applicant for the same posting (same posting shall be defined as a vacancy that has survived the bidding procedure).

**13.04            Selection Process**

- A.    The three (3) most senior applicants shall be interviewed by the department head (which includes for this purpose the principal or division head) and the job will be awarded on the basis of the applicant's seniority, training, skill, ability of the applicant as demonstrated in previous positions in the Youngstown Schools, and experience. The union and the Board shall collectively establish a uniform questionnaire to be utilized in the interviewing process.
  
- B.    After the completion of applicant interviews, the Assistant Superintendent of Human Resources will submit to the Superintendent of Schools the names of the two (2) most senior applicants from whom he will choose one (1) for transmittal to the Board of Education at the next regular meeting and, subject to Board approval, the job award will be made within 10 (ten) working days thereafter. If only one applicant has submitted a bid, the Superintendent may select the applicant or re-bid the job. If the same applicant is the sole bidder on the re-posted vacancy, such applicant shall be awarded the position.
  
- C.    An employee selected to fill a vacancy under these provisions shall be allowed a reasonable period of probationary time to qualify, provided such qualifying time does not exceed 20 (twenty) working days (sick leave, vacation, personal days, and authorized leaves, shall be excluded in the twenty-day probationary period).
  
- D.    The employee shall be considered to have qualified on the job when performance of all job duties are satisfactory with no more supervision than is required of other qualified employees on the same or similar jobs and that the employee has demonstrated by record as to quality and quantity of work, meeting standards applicable to the job.
  
- E.    If the employee fails to qualify within the 20 (twenty) day probationary period, the employee shall be returned to the former job.

- F. The employee, however, may elect to return to her former job within the first five (5) days without loss of seniority.
- G. If the employee fails to qualify and is returned to the former job, or if the employee elects to return to her former job as permitted above, then the name of the next most senior applicant who was interviewed shall be submitted to the Superintendent according to paragraph B, above.

**13.05 Notification of Selection**

After all candidates referred by the Assistant Superintendent of Human Resources have been interviewed, the department head will communicate to the his evaluation and recommendation. Official notification of the selection will be given to all referred candidates by the Assistant Superintendent after the Assistant Superintendent has made his recommendation to the Superintendent. Under no conditions should the Department Head presume to make a personal commitment to the candidate nor should the candidate expect such an indication.

**13.06 One-Year Salary Protection**

In the event of the abolition of a job or in the event of reclassification which results in the loss of a classification, the affected employee shall be awarded a position of equal classification if available or, then, any vacancy in a lesser classification to be awarded on the basis of the employee's qualifications, including seniority, as set forth in Section 4 (A) of the Article, but in no event shall she suffer reduction in salary for a period of one (1) year from the date of the stated reclassification or job elimination. Reclassification is subject to negotiation between the Administration and the Union.

**13.07 Recall Preference**

No new employee will be hired for a vacancy if there is a person on the lay-off list in the last two (2) years who has the immediate ability as determined by the Board to perform the required duties of the vacant position.

**13.08 Placement in New Position**

The secretary shall be placed in her new job within 30 (thirty) days after the effective date of the opening.

An employee who has been promoted shall receive the higher pay immediately upon her acceptance of the promotion if the position is vacant. In no case, however, shall she suffer a loss of compensation prior to being placed in her new position if she has accepted a position of lesser classification.

Vacancies in positions of less than 12 (twelve) months, occurring at the close of contracts when secretaries are not on duty, are not subject to the time limitations set forth above.

Any employee promoted from one classification to another classification shall be placed on the same salary step in the new classification as the employee held in the old classification.

An applicant or current employee who has had secretarial work in this school system or another school system shall be given a maximum of five (5) years credit for placement in the Salary Schedule, effective with this contract. No retroactive pay is in order.

Any applicant or current employee, who has had secretarial work in another professional office setting other than a school district, may be given consideration to a maximum of three (3) years credit for placement on the salary schedule. No retroactive pay is in order.

However, the service calculation for secretaries shall be either Paragraph A or Paragraph B, but not both.

**13.09      Change in Job Description**

- A. The Union, the Assistant Superintendent of Human Resources, and the Department Head shall meet and discuss any changes in job description initiated by the Board or requested by the Union.
- B. If the Board substantially changes the requirements of a current job classification, or if the classification of a new job is established, the Board shall notify the Union of its intent to establish such a change or such a new job classification 10 (ten) days before it institutes such change or new job classification. The wage rate for such changed classification or new job classification shall then be negotiated between the Board and the Union to determine the appropriate classification and step of the salary schedule into which it shall be placed. Such agreed rate shall be effective with the date on which the employee started in the changed or new job classification.
- C. In the event of a job abolishment, any duties distributed to other positions shall be discussed at a meeting with the Union, the Assistant Superintendent of Human Resources, and the Department Head no later than 10 (ten) days before such changes become effective. Adjustments in wage rates of such positions shall be negotiated and shall become effective immediately upon change of duties.
- D. If impasse is reached in either of the above described wage rate negotiations, then the parties shall request the Federal Mediation and Conciliation Service to provide a mediator to assist them in

reaching an agreement on those wage rate negotiations, then the parties shall request the Federal Mediation and Conciliation Service to provide a mediator to assist them in reaching an agreement on those wage rates.

**13.10 New Technology**

Any time a job is changed as a result of a change in technology or methods of operation, the present employee in that position shall be provided appropriate in-service training so as to continue to qualify for the position and perform the work.

When employees transfer to a job that has incorporated into its duties the running of terminals, word processors, and/or other technical equipment, and they have not had the opportunity of having the equipment at their prior work locations, they shall be given the opportunity of training during working hours to qualify them for the position. The 20 (twenty) day trial period in Section 4, paragraph C above shall be extended to 40 (forty) days under this circumstance only. The following positions shall have a maximum 60-day (sixty-day) trial period:

Accounts Payable Secretary  
Payroll Secretary  
Benefits Secretary

**13.11 Substitutes in Temporary Positions**

When the Board creates a temporary position and places a substitute in it, the Board shall notify the Union of such position and the substitute after 20 (twenty) working days have elapsed.

**13.12 New Employees**

- A. Board Discretion:** The qualifications and hiring of new employees shall be determined and conducted solely by the Board. The Board may determine whether a person is qualified through various methods, including, but not limited to, written or unwritten testing, observations of performance, evaluations of prior experience, and interviews. (No positions shall be filled according to any civil service statutes, regulations or rules.) New employees shall be on probation for no more than 90 (ninety) calendar days, during which time such employees may be laid off or discharged as exclusively determined by the Board.
- B. Substitute Pool/Entry Level:** From among qualified persons of pool of substitutes shall be created for the various classifications described in Section 1 hereinabove. Such pool of substitutes shall be created from the list of substitutes that the Board is currently utilizing, supplemented with any qualified new applicants for

employment with the Board for any position within such classifications. If this combined source of substitutes (current list of substitutes supplemented with qualified new applicants) becomes depleted, inadequate or unavailable, the Board may reconstitute such substitute pool with qualified persons as it may determine within its discretion.

- C. Assignment, Observation and Evaluation of Substitutes:** Substitutes shall be called to work and shall work only when and as needed, and is directed, solely at the discretion of the Board. There shall be no preference among such substitutes for assignment as substitutes, unless a substitute is a laid off employee on a Board recall list. As substitutes are assigned to work when and as needed, they shall be observed and evaluated in writing in the format and to the extent determined by the Board; such evaluation shall be forwarded to the Assistant Superintendent of Human Resources to be maintained with that substitute's personnel record. Substitutes shall have no expectancy of regular employment or of continued employment as a substitute or otherwise.
- D. Filling Vacancies:** In the event a vacancy in the various classifications is to be filled, the bidding procedure among current employees shall first be utilized to fill it, as described below in the "Bidding by Current Employees." (Substitute employees are not considered to be current employees.) If a current employee is not assigned to fill such vacancy pursuant to the bidding procedure, then the Board shall fill such vacancy by selecting from the substitute pool a person who has satisfactorily performed as a substitute; the selection of such person shall be determined solely by the Board. If the substitute pool is depleted, inadequate or unavailable to fill such vacancy, then the Board shall select and assign any qualified person to fill it.
- E. Probationary Period:** Once a substitute or other qualified person is selected to fill a vacancy pursuant to paragraph D above, he/she shall become a probationary employee in that position and shall serve a probationary period of not more than 90 (ninety) calendar days during which time the person shall have the opportunity to affirm by performance that he/she is qualified to hold the position on a regular basis as a new employee. If the probationary employee's performance is not satisfactory in the opinion of the Board he/she may be removed at any time during that probationary period; at the discretion of the Board, such removed probationary employee may or may not be then returned to the substitute pool from which he/she may have come.

- F. **Limited Rights, Privileges and Benefits:** Substitutes and probationary employees are not members of the bargaining unit covered by this Agreement; they have no employment rights, privileges, or benefits under this Agreement, or under Civil Service Laws or Regulations, except as may be provided expressly in Section 12 or Board Policy.
- G. **Seniority List:** The name of a new employee who is retained beyond his/her 90 (ninety) calendar day probationary period shall then be placed on the seniority list in order of date of hiring as a probationary employee. A seniority list will be sent to each work location to be posted on the appropriate bulletin board. Such list will be revised on or about September 1 of each year. All errors in the list must be reported to the Assistant Superintendent of Human Resources within 60 (sixty) calendar days from the date of issuance.

#### ARTICLE XIV

#### REORGANIZATION

14.01 In the event the Board deems it necessary to reorganize any department causing job changes and/or job consolidations, such reorganization will be discussed with the Union prior to any final decision and/or implementation.

#### ARTICLE XV

#### LAYOFFS, RECALL, and JOB ABOLISHMENT

##### 15.01 Layoffs

In the event of a layoff, it is agreed the least senior secretarial employee shall be first laid off. Seniority shall be as defined in Section A: Common Section, Article XXIX.

The employee shall retain recall rights for a period of two (2) years from the effective day of the layoff.

##### 15.02 Recall

The Board shall give written notice of an offer of re-employment by sending a certified letter with return receipt to said employee at his/her last known address. It shall be the responsibility of each employee to notify the Board of any changes in address. The employee's address as it appears on the Board's records shall be conclusive when used in connection with an offer of re-employment or other notice to the employees. If any employee fails to accept or respond to the offer of re-employment in writing within 10 (ten) days, excluding Saturdays, Sundays, and holidays, or within five (5) days if the offer is delivered within 10 (ten) days prior to the start of a school year or semester, from the date said offer is delivered, or

attempted to be delivered at the last known address of the employee, said employee shall be considered to have rejected said offer and shall be removed from the Reduction in Force list.

**15.03      Projected Layoffs**

When it is deemed necessary by the Board of Education to project a possible layoff of covered employees and to send letters of contract non-renewal to the affected least senior employees because of potential lack of funding in the ensuing school year, the following procedures will be instituted:

- A. Following proper notification of the employees, their position will be held, unbid, until the contract year deadline or such time as funding is actually known, whichever is sooner.
- B. In the case of 11 (eleven) month or 12 (twelve) month positions, the notified employee will be permitted to remain in her current position, if it has not been abolished, with regular pay and full benefits on a temporary basis until September 1 or such earlier time it is determined she will not be rehired on a regular basis for the ensuing school year and all or part of the temporary period in which she worked would have been considered to be a portion of the ensuing year's contract, then she shall be paid retroactively any salary increments for all or part of that temporary period which is applicable.
- C. When the actual number of employees to be laid off for the ensuing school year is known, those not laid off will resume full contractual status in their regular position if it exists and is not substantially altered.
- D. In a case where the duties of one position vacated by a laid off employee are combined with the duties of another vacated position, the position would be submitted to the bidding procedure since it would no longer be the position held by either of the laid off employees.
- E. If the majority of the duties from the position of a laid off employee must be absorbed by a remaining employee, in addition to her own duties, a classification change would be made by the Board.
- F. Employees on layoff status will be called back to available vacancies by seniority.
- G. Employees on layoff status will be called first for substituting, on a seniority basis, especially into long-term openings. The

employees shall have preference over any and all persons in the substitute pool.

- H. The persons called back to these positions are nonetheless subject to the bumping procedure, including being bumped. Nevertheless, during the interim period when a laid off employee is serving in such position temporarily and the Board has determined that it will fill that position with a regular employee, then such temporary employee may be bumped by a displaced employee; however, such temporary employee shall not be permitted to displace or bump another employee.

**15.04      Job Abolition and Bumping**

In the event of the abolition of a job then held by a regular, full-time secretarial employee, the affected employee shall be placed into another position within the unit which shall be made available to her according to the following guidelines and procedures:

**Guidelines:**

1. Seniority as used herein shall be as defined in Section A: Common Section, Article XXIX, including service in exempt positions.
2. "Displaced employee" as used herein shall be an employee whose position is abolished by the Employer, or an employee who is bumped out of her position as provided below.
3. Only the least senior employee in each classification may be bumped.
4. A displaced employee cannot bump into an electronic data processing position or bilingual position unless they already have the special qualifications needed to perform the position.
5. Bumping shall occur only by replacing the least senior employee in the same or lower classification who is also less senior than the displaced employee. Bumping shall occur in a descending succession.
6. The descending succession of classifications for bumping purposes shall be as follows; the succession shall begin at the displaced employee's classification.

12 month/I  
12 month/II  
12 month/III

12 month/IV  
12 month/V  
10 month/V

7. If the displaced employee cannot bump anyone in the descending order, then the process shall be reversed to an ascending succession as follows; the succession shall begin at the displaced employee's classification.

10 month/V  
12 month/V  
12 month/IV  
12 month/III  
12 month/II  
12 month/I

8. A displaced employee who cannot bump anyone shall be laid off.
9. If the displaced employee does not accept the first bump available to her in the order of succession, she shall be laid off.

**Procedure:**

In accordance with the above guidelines, a displaced employee shall bump the least senior employee within her classification if such employee is less senior than the displaced employee is and such employee is not an exempt employee. If a displaced employee cannot bump within her present classification, then she shall bump into the next lower classification where the least senior employee is less senior than the displaced employee and is not an exempt employee. If a displaced employee cannot bump within her present classification or a lower classification, then she shall bump into the next higher classification where the least senior employee is less senior than the displaced employee and is not an exempt employee. Such criteria shall apply to each classification until the displaced employee can successfully be placed in a classification as close to her prior classification as these guidelines and procedures will permit.

The foregoing guidelines and procedures shall be applied to both types of displaced employees, i.e., those whose positions are abolished and those who are bumped.

A displaced employee, while implementing the bumping procedure, may simultaneously utilize the bidding procedure prescribed in Article XIV of this Agreement. During the period between the time she actually is displaced from her position and the time she actually begins working the job into which she is to bump if the displaced employee successfully bids into and is awarded another position, then the bumping which

would have resulted from her displacement shall be abated, unless Section 4, paragraph C, D, E, or F of Article XIV applies. In a successful bid situation the one (1) year salary protection in the preceding paragraph shall apply.

## **ARTICLE XVI     PAYMENT FOR OVERTIME WORK**

### **16.01     Definition**

All hours authorized and worked in excess of eight (8) in a work day or forty (40) in a work week shall be paid at the rate of one and one-half (1 ½) times the regular rate. Payment will be made on either the daily or weekly basis but not both.

All hours authorized and worked that are in excess of 37 ½ (thirty-seven and one-half) hours in a workweek shall be paid at straight time for up to 40 (forty) hours and at one and one-half (1 ½) times thereafter. All hours authorized and worked which are in excess of seven and one-half (7 ½) hours [*six and one-half (6 ½) hours during "summer hours" or "waiver days"*] in a work day shall be paid at straight time for up to eight (8) hours and at one and one-half (1 ½) times thereafter.

### **16.02     Calculation**

In order for a secretary to be paid one and one-half (1 ½) times the regular rate for service beyond an eight (8) hour day or forty (40) hour week, the work must be done on the job and not at home. The basis for calculating the regular hourly rate is to divide the daily rate by a seven and one-half (7 ½) hour working day [by a six and one-half (6 ½) hour working day during "summer hours".] Partial hours are to be reported in quarter hours. When it is necessary to take time for meals, such time shall not be reported as overtime work.

### **16.03     Notice**

The immediate principal or supervisor shall make every effort to give advance notice to the Superintendent or his/her designee that overtime work is necessary. Overtime work will be honored only when a supervisor or principal authorizes it.

### **16.04     Report**

Overtime work shall be reported on a separate pay sheet signed by the supervisor or principal.

### **16.05     Call Out**

An employee called out from home for previously unscheduled and immediate extra duty will receive a minimum of two and one-half (2 ½) hours pay.

**ARTICLE XVII**

**TEMPORARY ASSIGNMENT**

**17.01** When an employee is temporarily assigned to and performs the duties of an absent employee for one (1) or more working days, this will be considered a temporary assignment. If the position to which the employee is temporarily assigned is of a higher classification, the employee shall be paid the rate of pay commensurate with the position for all days worked in said temporary assignment at her salary step. In no case, however, shall the employee receive less than her contract salary because of a temporary assignment.

**17.02** When no substitute secretary is assigned to fill in for an absent secretary, and a secretary is specifically assigned by her supervisor to perform the absent secretary's job in addition to her own job, she will be paid at one and one-fourth (1 ¼) times her regular hourly rate for each full hour she performs both jobs.

**ARTICLE XVIII TRAVEL TIME/MILEAGE**

**18.01** For those positions in which the employee spends a one-half (½) day necessitating travel from one building to another, such employee will be given sufficient travel time, not to exceed 15 (fifteen) minutes between buildings, so as not to infringe on the lunch period. Employees in such positions shall also be paid travel expense at the regular Board rate.

**ARTICLE XIX**

**ANNUAL INCREMENTS**

**19.01** Annual increments are earned if an employee works 120 (one hundred twenty) workdays during the preceding contract year (includes all paid days).

**ARTICLE XX**

**EXTENDED TIME**

**20.01** If an employee is requested to return to work after the close of the contract year, compensation will be at her/his actual daily rate of pay. This does not apply to substitute pool.

**ARTICLE XXI**

**MERGER OF ELEVEN AND TWELVE-MONTH POSITIONS**

**21.01** The parties will update job positions in Appendix A to reflect current positions.

**ARTICLE XXII**

**AUXILIARY SERVICE CLERKS**

**22.01** The Auxiliary Service Clerks employed more than 25 (twenty-five) hours per week in the non-public schools are recognized as a separate division within the Unit. Their wage rates shall be separate from the salary schedule of 1143-B; their duties, wages and benefits shall be separately described in an addendum to the 1143-B Agreement, such addendum to be developed between representatives of 1143-B and consistent with current state and/or federal laws regulating auxiliary services to non-public schools.

## APPENDIX A

### Classification of Secretaries

A revised schedule of secretarial classifications will be added as an "Addendum" upon completion. The following shall serve as historical reference until correct and updated schedule is complete.

#### Secretary I

##### Twelve-Month

- \*Secretary - Superintendent of Schools (1)
- \*Secretary - Assistant Superintendent of Schools (1)
- \*Secretary - Chief of Operations/Office of Business Affairs (1)
- \*Secretary - Treasurer (1)
- \*Secretary - Assistant Superintendent of Human Resources (1)

#### Secretary II

##### Twelve-Month

- Secretary - Director of Instruction and Curriculum (1)
- Secretary - Director of Pupil Personnel Services (1)
- \*Secretary - Director of Federal and State Assistance Programs (1)
- Secretary - Director of Adult and Vocational Education (1)
- Secretary - Certificated Payroll (1)

#### Secretary III

##### Twelve-Month

- Secretary - Business Office Purchasing (1)
- Secretary - Accounting - Treasurer's Office (1)
- Secretary - Chief of Food Services (1)
- \*Secretary - Assistant Superintendent of Human Resources- In Charge of Instructional Substitutes (1)
- Secretary - Supervisor of Chapter I, DPPF, Chapter II and Adopt-A-School Program, Publications and the Coordinator of the Computer Assisted Instruction Program (1)
- Secretary - Word Processor and Computer Services (1)
- Secretary - Principal of Choffin Career Center (1)
- Secretary - Non-Certificated Payroll (1)
- Secretary - Supervisor of Media Services (1)
- \*\*Secretary - Senior High Schools (4)
  - Chaney
  - East
  - Rayen
  - Wilson
- \*Secretary - Superintendent's Legal Examiner; and Supervisor of School/Community Relations (1)
- Secretary - Supervisor of Adult and Apprentice Education Program (1)

Secretary - Supervisor of Special Services - Pupil Personnel (1)

#### Secretary IV

##### Twelve-Month

Secretary - Accounts Payable (1)

Secretary - Federal Programs Purchasing (1)

Secretary - Assisting in General Office - Choffin Career Center (1)

Secretary - Payroll, Accounting and Benefits (1)

Secretary - Supervisor of Research, Testing and Evaluation (1)

\*Secretary - Junior High Schools (5)

Adams

Hayes

North

Princeton

Volney

\*\*Secretary - Stambaugh Transitional School (1)

\*\*Secretary - Assisting in General Office - Senior High Schools (4)

Chaney

East

Rayen

Wilson

Secretary - Supervisors of Instruction, Curriculum Specialists (1)

Secretary - Supervisor of Health, Physical Education, Safety, Athletics and Driver Training (1)

Secretary - Supervisors of Instruction Curriculum Specialists (3)

##### Ten-Month

Secretary - Elementary School (Enrollment of 500 or more pupils)

#### Secretary V

##### Twelve-Month

Secretary - Coordinator of Visiting Teachers (1)

Secretary - Assisting in Purchasing and Follow-Up (1)

Secretary - Assisting in Purchasing and Rentals (1)

Secretary - Data Center - Key Punch (2)

Secretary - General Office - Accounting (1)

Secretary - Chief of Maintenance (1)

Secretary - Chief of Operation (1)

Secretary - Coordinator of the Adult Basic Education Program, Neglected and Delinquent Program and Government Relations (1)

\*\*Secretary - Vocational Supervisors - Choffin Career Center (1)

Secretary - Assistant Superintendent of Human Resources - Operational and Maintenance (1)

Secretary - Coordinator of Practical Nursing (1)

Secretary - Building Receptionist/Switchboard (1)

- \*\*Secretary - School Psychologists (2)
- Secretary - Business Office - Accounting (1)
- Secretary - Mail Room - Administration (1)
- Secretary - Chief of Transportation (1)
- Secretary - Vocational Special Needs (1)

**Ten-Month**

- Secretary - Media 1 and 2 - Media Services (2)
- Secretary - Coordinator of R.I.D.E. Program; and Coordinator of L.A.M.P.S. Program (1)
- Secretary - Coordinator of Combined Math and Reading Program; and Coordinator of Jr./Sr. High Math and Reading Program (1)
- Secretary - Pupil Personnel - Learning/Behavior Disability (LD) (1)
- Secretary - Pupil Personnel - Disability Handicapped (DH) (1)
- Secretary - Pupil Personnel - Speech and Hearing (1)
- Secretary - Coordinator of Auxiliary Services Program, Home School Visitation Program and the Urban Demonstration Project (1)
- Secretary - Assisting in Food Service (1)
- Secretary - Student Activity Accounts - Treasurer's Office (1)
- Secretary - Elementary School (Enrollment under 500 pupils)
- Secretary - Coordinator of Career Education (1)
- Secretary - School Health Services (1)

**School Year**

- Secretary - Attendance Offices (5)
  - Chaney
  - Choffin
  - East
  - Rayen
  - Wilson

**Substitute Pool - (Entry Level)**

\* Exempt from Bargaining Unit

\*\* See Article XIII, Section 2 on vacation use and July assignment.

## APPENDIX A

### CLASSIFICATION OF SECRETARIES

#### Secretary I

##### Twelve-Month

- \*Secretary - Superintendent of Schools (2)
- \*Secretary - Assistant Superintendent of Schools (2)
- \*Secretary - Chief of Operations/Office of Business Affairs (1)
- \*Secretary - Treasurer (1)

#### Secretary II

##### Twelve-Month

- Secretary - Supervisor, Instructional Coordination (1)
- \*Secretary - Assistant Superintendent of Human Resources
- Secretary - Business Office Purchasing (1)
- \*\*Secretary - Senior High Schools (4)
  - Chaney
  - East
  - Rayen
  - Wilson

##### Ten-Month

- Secretary - West Elementary (1)

#### Secretary III

##### Twelve-Month

- Secretary - Accounting - Treasurer's Office (1)
- Secretary - Chief of Food Services (1)
- Secretary - Supervisor of Pupil Personnel and Special Services (1)
- Secretary - Federal & State, External Funded Programs (1)
- Secretary - Benefits (1)
- Secretary - Pupil Personnel-Speech & Hearing Preschool (1)
- Secretary - Supervisor of Healthy Physical Education, Safety, Athletics and Driver Training (1)
- Secretary - Principal of Choffin Career Center (1)
- Secretary - Certificated Payroll (1)
- Secretary - Non-Certificated Payroll (1)
- Secretary - Supervisor of Vocational & Adult Support (1)
- \*\*Secretary - Junior High Schools (5)
  - Adams
  - Hayes
  - North
  - Princeton
  - Volney
  - Hillman

**\*\*Secretary - Assisting in General Office - Senior High Schools (4)**  
Chaney  
East  
Rayen  
Wilson

Secretary - Chief of Maintenance (1)  
Secretary - Chief of Operations (1)  
Secretary - Coordinator of Practical Nursing (1)  
Secretary - Chief of Transportation (1)  
Secretary - Supervisor of Media Services (1)  
Secretary - Supervisor of Research, Testing and Evaluation (1)  
Secretary - Supervisor of Special Services/Pupil Personnel (1)  
Secretary - Federal & State Programs Purchasing (1)  
Secretary - Coordinator of Education Technology/Staff Development (1)

**Ten-Month**

Secretary - Stambaugh Transitional School (1)  
Secretary - All Elementary

**Secretary IV**

**Twelve-Month**

Secretary - Accounts Payable/Business Office (1)  
Secretary - Assisting in General Office - Choffin Career Center (1)  
Secretary - Coordinators of Instruction (2)  
**\*Secretary - Assistant Superintendent of Human Resources- In Charge of Instructional Substitutes**  
**\*Secretary - Assistant Superintendent of Human Resources - Non-Certificated (1)**  
Secretary - Assisting General Office/Choffin (1)  
Secretary - Business Office - Assisting in Purchasing and Rentals (1)  
Secretary - Data Center - Key Punch (1)  
Secretary - Coordinator of the Adult Basic Education Program (1)  
Secretary - Vocational Supervisors - Choffin (1)  
Secretary - Assisting in Accounts Payable/Food Services (1)  
Secretary - Coordinator of Attendance/Health/Discipline (1)  
Secretary - General Office - Payroll (1)  
Secretary - Student Activity General Office/Treasurer (1)

**Ten-Month**

Secretary - Media Services - Media 1 & 2 (2)  
Secretary - Pupil Personnel - LD (1)  
Secretary - Pupil Personnel - DH (1)  
Secretary - School Health Services (1)  
Secretary - Food Services Facilitator (1)

- Secretary - Supervisor of External Funded Programs (1)
- Secretary - Coordinator Guidance and Student Assistance (1)

**SECRETARY V**

**Twelve-Month**

- Secretary - Student Activities & Utilities (1)
- Secretary - Building Receptionist/Switchboard (1)
- Secretary - School Psychologists (1)
- Secretary - Mail Room - Administration (1)
- Secretary - Publications - Administration (1)

**Ten-Month**

- Secretary - Assisting in Testing & Research (1)
- Secretary - Transportation Department (1)
- Secretary - Assisting in Food Services (1)

**School Year**

- Secretary - Attendance Offices (5)
  - Chaney
  - Choffin
  - East
  - Rayen
  - Wilson

Substitute Pool - (Entry Level)

\* Exempt from Bargaining Unit

\*\* See Article 13, Section 2 on vacation use and July assignment.

**APPENDIX B**  
**SALARY SCHEDULE for SECRETARIES**  
**February 1, 2012 through January 31, 2015**  
**(Zero percent (0%) Increase from February 1, 2012 through January 31, 2015)**  
**261 Days Per Year\***

Class I            Administrative  
Class II            School Program  
Class III           No Longer Used  
Class IV            Entry Level

with 5% adjustment

		<u>Administrative</u>	<u>School Year</u>	<u>Entry Level</u>
Step 0.....	Annual.....	\$24,298	\$23,144	\$20,752
	Daily.....	93.10	88.56	79.51
Step 1.....	Annual.....	\$25,382	\$24,205	\$21,850
	Daily.....	97.25	92.74	83.72
Step 2.....	Annual.....	\$26,560	\$25,382	\$23,026
	Daily.....	101.76	97.25	88.22
Step 3.....	Annual.....	\$27,737	\$26,560	\$24,205
	Daily.....	106.27	101.76	92.74
Step 4.....	Annual.....	\$28,914	\$27,737	\$25,382
	Daily.....	110.78	106.27	97.25
Step 5.....	Annual.....	\$30,091	\$28,914	\$26,559
	Daily.....	115.29	110.78	101.76
Step 6.....	Annual.....	\$31,269	\$30,092	\$27,737
	Daily.....	119.81	115.29	106.27
Step 7.....	Annual.....	\$32,446	\$31,269	\$28,914
	Daily.....	124.32	119.80	110.78
Step 8.....	Annual.....	\$33,625	\$32,446	\$30,091
	Daily.....	128.83	124.32	115.29
Step 9.....	Annual.....	\$34,802	\$33,625	\$31,269
	Daily.....	133.34	128.83	119.80
Step 10.....	Annual.....	\$35,978	\$34,802	\$32,446
	Daily.....	137.85	133.34	124.31

\*The annual salaries stated in these schedules are based on the number of days stated, multiplied by the daily rate. If the actual number of days in an employee's year is more or less than the stated number, then the salary shall be calculated by multiplying the actual days by the daily rate for that year.

**APPENDIX B**  
**SALARY SCHEDULE for SECRETARIES**  
**February 1, 2012 through January 31, 2015**  
**(Zero percent (0%) Increase from February 1, 2012 through January 31, 2015)**  
**214 Days Per Year\***

Class I            Administrative  
Class II            School Program  
Class III           No Longer Used  
Class IV            Entry Level

with 5% adjustment

		<u>School Year</u>	<u>Entry Level</u>
Step 0.....	Annual .....	\$18,952.....	\$17,015
.....	Daily .....	88.56 .....	79.51
Step 1.....	Annual .....	\$19,846.....	\$17,915
.....	Daily .....	92.74 .....	83.72
Step 2.....	Annual .....	\$20,811.....	\$18,880
.....	Daily .....	97.25 .....	88.22
Step 3.....	Annual .....	\$21,777.....	\$19,846
.....	Daily .....	101.76 .....	92.74
Step 4.....	Annual .....	\$22,742.....	\$20,811
.....	Daily .....	106.27 .....	97.25
Step 5.....	Annual .....	\$23,707.....	\$21,776
.....	Daily .....	110.78 .....	101.76
Step 6.....	Annual .....	\$24,673.....	\$22,742
.....	Daily .....	115.29 .....	106.27
Step 7.....	Annual .....	\$25,638.....	\$23,707
.....	Daily .....	119.80 .....	110.78
Step 8.....	Annual .....	\$26,604.....	\$24,672
.....	Daily .....	124.32 .....	115.29
Step 9.....	Annual .....	\$27,570.....	\$25,638
.....	Daily .....	128.83 .....	119.80
Step 10.....	Annual .....	\$28,535.....	\$26,603
.....	Daily .....	133.34 .....	124.31

\*The annual salaries stated in these schedules are based on the number of days stated, multiplied by the daily rate. If the actual number of days in an employee's year is more or less than the stated number, then the salary shall be calculated by multiplying the actual days by the daily rate for that year.

**APPENDIX B**  
**SALARY SCHEDULE for SECRETARIES**  
**February 1, 2012 through January 31, 2015**  
**(Zero percent (0%) Increase from February 1, 2012 through January 31, 2015)**  
**205 Days Per Year\***

Class I            Administrative  
Class II            School Program  
Class III           No Longer Used  
Class IV            Entry Level

with 5% adjustment

		<u>School Year</u>	<u>Entry Level</u>
Step 0.....	Annual .....	\$18,155.....	\$16,300
	Daily .....	88.56 .....	79.51
Step 1.....	Annual .....	\$19,011.....	\$17,162
	Daily .....	92.74 .....	83.72
Step 2.....	Annual .....	\$19,936.....	\$18,086
	Daily .....	97.25 .....	88.22
Step 3.....	Annual .....	\$20,861.....	\$19,011
	Daily .....	101.76 .....	92.74
Step 4.....	Annual .....	\$21,786.....	\$19,936
	Daily .....	106.27 .....	97.25
Step 5.....	Annual .....	\$22,710.....	\$20,861
	Daily .....	110.78 .....	101.76
Step 6.....	Annual .....	\$23,635.....	\$21,786
	Daily .....	115.29 .....	106.27
Step 7.....	Annual .....	\$24,560.....	\$22,710
	Daily .....	119.80 .....	110.78
Step 8.....	Annual .....	\$25,485.....	\$23,635
	Daily .....	124.32 .....	115.29
Step 9.....	Annual .....	\$26,410.....	\$24,560
	Daily .....	128.83 .....	119.80
Step 10.....	Annual .....	\$27,335.....	\$25,485
	Daily .....	133.34 .....	124.31

\*The annual salaries stated in these schedules are based on the number of days stated, multiplied by the daily rate. If the actual number of days in an employee's year is more or less than the stated number, then the salary shall be calculated by multiplying the actual days by the daily rate for that year.

**APPENDIX B**  
**SALARY SCHEDULE for SECRETARIES**  
**February 1, 2012 through January 31, 2015**  
**(Zero percent (0%) Increase from February 1, 2012 through January 31, 2015)**  
**261 Days Per Year\***

Class I            Administrative  
Class II            School Program  
Class III           No Longer Used  
Class IV            Entry Level

with 4% adjustment

		<u>Administrative</u>	<u>School Year</u>	<u>Entry Level</u>
Step 0	Annual	\$25,270	\$24,039	\$21,582
	Daily	96.82	92.10	82.69
Step 1	Annual	\$26,397	\$25,173	\$22,724
	Daily	101.14	96.45	87.07
Step 2	Annual	\$27,622	\$26,397	\$23,947
	Daily	105.83	101.14	91.75
Step 3	Annual	\$28,846	\$27,622	\$25,173
	Daily	110.52	105.83	96.45
Step 4	Annual	\$30,071	\$28,846	\$26,397
	Daily	115.21	110.52	101.14
Step 5	Annual	\$31,295	\$30,071	\$27,621
	Daily	119.90	115.21	105.83
Step 6	Annual	\$32,520	\$31,295	\$28,847
	Daily	124.60	119.90	110.52
Step 7	Annual	\$33,744	\$32,520	\$30,071
	Daily	129.29	124.60	115.21
Step 8	Annual	\$34,969	\$33,744	\$31,295
	Daily	133.98	129.29	119.90
Step 9	Annual	\$36,194	\$34,970	\$32,520
	Daily	138.67	133.98	124.60
Step 10	Annual	\$37,417	\$36,194	\$33,744
	Daily	143.36	138.67	129.29

\*The annual salaries stated in these schedules are based on the number of days stated, multiplied by the daily rate. If the actual number of days in an employee's year is more or less than the stated number, then the salary shall be calculated by multiplying the actual days by the daily rate for that year.

**APPENDIX B**

**SALARY SCHEDULE for SECRETARIES  
February 1, 2012 through January 31, 2015  
(Zero percent (0%) Increase from February 1, 2012 through January 31, 2015)  
214 Days Per Year\***

Class I           Administrative  
Class II          School Program  
Class III         No Longer Used  
Class IV         Entry Level

with 4% adjustment

		<u>School Year</u>	<u>Entry Level</u>
Step 0.....	Annual .....	\$19,710	\$17,696
.....	Daily .....	92.10	82.69
Step 1.....	Annual .....	\$20,640	\$18,632
.....	Daily .....	96.45	87.07
Step 2.....	Annual .....	\$21,644	\$19,635
.....	Daily .....	101.14	91.75
Step 3.....	Annual .....	\$22,648	\$20,640
.....	Daily .....	105.83	96.45
Step 4.....	Annual .....	\$23,652	\$21,644
.....	Daily .....	110.52	101.14
Step 5.....	Annual .....	\$24,656	\$22,647
.....	Daily .....	115.21	105.83
Step 6.....	Annual .....	\$25,660	\$23,652
.....	Daily .....	119.90	110.52
Step 7.....	Annual .....	\$26,664	\$24,656
.....	Daily .....	124.60	115.21
Step 8.....	Annual .....	\$27,668	\$25,659
.....	Daily .....	129.29	119.90
Step 9.....	Annual .....	\$28,672	\$26,664
.....	Daily .....	133.98	124.60
Step 10.....	Annual .....	\$29,676	\$27,667
.....	Daily .....	138.67	129.29

\*The annual salaries stated in these schedules are based on the number of days stated, multiplied by the daily rate. If the actual number of days in an employee's year is more or less than the stated number, then the salary shall be calculated by multiplying the actual days by the daily rate for that year.

**APPENDIX B**  
**SALARY SCHEDULE for SECRETARIES**  
**February 1, 2012 through January 31, 2015**  
**(Zero percent (0%) Increase from February 1, 2012 through January 31, 2015)**  
**205 Days Per Year\***

Class I            Administrative  
Class II            School Program  
Class III           No Longer Used  
Class IV            Entry Level

with 4% adjustment

		<u>School Year</u>	<u>Entry Level</u>
Step 0.....	Annual .....	\$18,881	\$16,951
.....	Daily .....	92.10	82.69
Step 1.....	Annual .....	\$19,772	\$17,849
.....	Daily .....	96.45	87.07
Step 2.....	Annual .....	\$20,734	\$18,809
.....	Daily .....	101.14	91.75
Step 3.....	Annual .....	\$21,695	\$19,772
.....	Daily .....	105.83	96.45
Step 4.....	Annual .....	\$22,657	\$20,734
.....	Daily .....	110.52	101.14
Step 5.....	Annual .....	\$23,618	\$21,695
.....	Daily .....	115.21	105.83
Step 6.....	Annual .....	\$24,580	\$22,657
.....	Daily .....	119.90	110.52
Step 7.....	Annual .....	\$25,543	\$23,618
.....	Daily .....	124.60	115.21
Step 8.....	Annual .....	\$26,545	\$24,580
.....	Daily .....	129.49	119.90
Step 9.....	Annual .....	\$27,466	\$25,543
.....	Daily .....	133.98	124.60
Step 10.....	Annual .....	\$28,427	\$26,504
.....	Daily .....	138.67	129.29

\*The annual salaries stated in these schedules are based on the number of days stated, multiplied by the daily rate. If the actual number of days in an employee's year is more or less than the stated number, then the salary shall be calculated by multiplying the actual days by the daily rate for that year.

**APPENDIX B**  
**SALARY SCHEDULE for SECRETARIES**  
**February 1, 2012 through January 31, 2015**  
**(Zero percent (0%) Increase from February 1, 2012 through January 31, 2015)**  
**261 Days Per Year\***

Class I            Administrative  
Class II            School Program  
Class III           No Longer Used  
Class IV            Entry Level

with 4% adjustment

		<u>Administrative</u>	<u>School Year</u>	<u>Entry Level</u>
Step 0.....	Annual.....	\$26,281	\$25,000	\$22,446
	Daily.....	100.69	95.79	86.00
Step 1.....	Annual.....	\$27,453	\$26,180	\$23,633
	Daily.....	105.19	100.31	90.55
Step 2.....	Annual.....	\$28,727	\$27,453	\$24,905
	Daily.....	110.06	105.19	95.42
Step 3.....	Annual.....	\$30,000	\$28,727	\$26,180
	Daily.....	114.94	110.06	100.31
Step 4.....	Annual.....	\$31,274	\$30,000	\$27,453
	Daily.....	119.82	114.94	105.19
Step 5.....	Annual.....	\$32,547	\$31,274	\$28,726
	Daily.....	124.70	119.82	110.06
Step 6.....	Annual.....	\$33,821	\$32,547	\$30,001
	Daily.....	129.58	124.70	114.94
Step 7.....	Annual.....	\$35,094	\$33,820	\$31,274
	Daily.....	134.46	129.58	119.82
Step 8.....	Annual.....	\$36,368	\$35,094	\$32,547
	Daily.....	139.34	134.46	124.70
Step 9.....	Annual.....	\$37,641	\$36,368	\$33,820
	Daily.....	144.22	139.34	129.58
Step 10.....	Annual.....	\$38,914	\$37,642	\$35,094
	Daily.....	149.10	144.22	134.46

\*The annual salaries stated in these schedules are based on the number of days stated, multiplied by the daily rate. If the actual number of days in an employee's year is more or less than the stated number, then the salary shall be calculated by multiplying the actual days by the daily rate for that year.

**APPENDIX B**

**SALARY SCHEDULE for SECRETARIES**

**February 1, 2012 through January 31, 2015**

**(Zero percent (0%) Increase from February 1, 2012 through January 31, 2015)**

**214 Days Per Year\***

Class I     Administrative  
Class II    School Program  
Class III   No Longer Used  
Class IV    Entry Level

with 4% adjustment

		<u>School Year</u>	<u>Entry Level</u>
Step 0.....	Annual .....	\$20,498.....	\$18,404
	Daily .....	95.79 .....	86.00
Step 1.....	Annual .....	\$21,466.....	\$19,377
	Daily .....	100.31 .....	90.55
Step 2.....	Annual .....	\$22,510.....	\$20,420
	Daily .....	105.19.....	95.42
Step 3.....	Annual .....	\$23,554.....	\$21,466
	Daily .....	110.06 .....	100.31
Step 4.....	Annual .....	\$24,598.....	\$22,510
	Daily .....	114.94 .....	105.19
Step 5.....	Annual .....	\$25,642.....	\$23,553
	Daily .....	119.82 .....	110.06
Step 6.....	Annual .....	\$26,686.....	\$24,598
	Daily .....	124.70 .....	114.94
Step 7.....	Annual .....	\$27,730.....	\$25,642
	Daily .....	129.58 .....	119.82
Step 8.....	Annual .....	\$28,774.....	\$26,686
	Daily .....	134.46 .....	124.70
Step 9.....	Annual .....	\$29,819.....	\$27,730
	Daily .....	139.34 .....	129.58
Step 10.....	Annual .....	\$30,863.....	\$28,774
	Daily .....	144.22 .....	134.46

\*The annual salaries stated in these schedules are based on the number of days stated, multiplied by the daily rate. If the actual number of days in an employee's year is more or less than the stated number, then the salary shall be calculated by multiplying the actual days by the daily rate for that year.

**APPENDIX B**  
**SALARY SCHEDULE for SECRETARIES**  
**February 1, 2012 through January 31, 2015**  
**(Zero percent (0%) Increase from February 1, 2012 through January 31, 2015)**  
**205 Days Per Year\***

Class I            Administrative  
Class II            School Program  
Class III           No Longer Used  
Class IV            Entry Level

with 4% adjustment

		<u>School Year</u>	<u>Entry Level</u>
Step 0.....	Annual .....	\$19,637 .....	\$17,630
	Daily .....	..95.79 .....	86.00
Step 1.....	Annual .....	\$20,564 .....	\$18,563
	Daily .....	..100.31 .....	90.55
Step 2.....	Annual .....	\$21,564 .....	\$19,561
	Daily .....	..105.19 .....	95.42
Step 3.....	Annual .....	\$22,562 .....	\$20,564
	Daily .....	..110.06 .....	100.31
Step 4.....	Annual .....	\$23,563 .....	\$21,564
	Daily .....	..114.94 .....	105.19
Step 5.....	Annual .....	\$24,563 .....	\$22,562
	Daily .....	..119.82 .....	110.06
Step 6.....	Annual .....	\$25,564 .....	\$23,563
	Daily .....	..124.70 .....	114.94
Step 7.....	Annual .....	\$26,564 .....	\$24,563
	Daily .....	..129.58 .....	119.82
Step 8.....	Annual .....	\$27,564 .....	\$25,564
	Daily .....	..134.46 .....	124.70
Step 9.....	Annual .....	\$28,565 .....	\$26,564
	Daily .....	..139.34 .....	129.58
Step 10.....	Annual .....	\$29,565 .....	\$27,564
	Daily .....	..144.22 .....	134.46

\*The annual salaries stated in these schedules are based on the number of days stated times the daily rate. If the actual number of days in an employee's year is more or less than the stated number, then the salary shall be calculated by multiplying the actual days times the daily rate for that year.

**APPENDIX C**

**TABLE of ORGANIZATION**

**for Various Positions**

**Covered by Agreement**

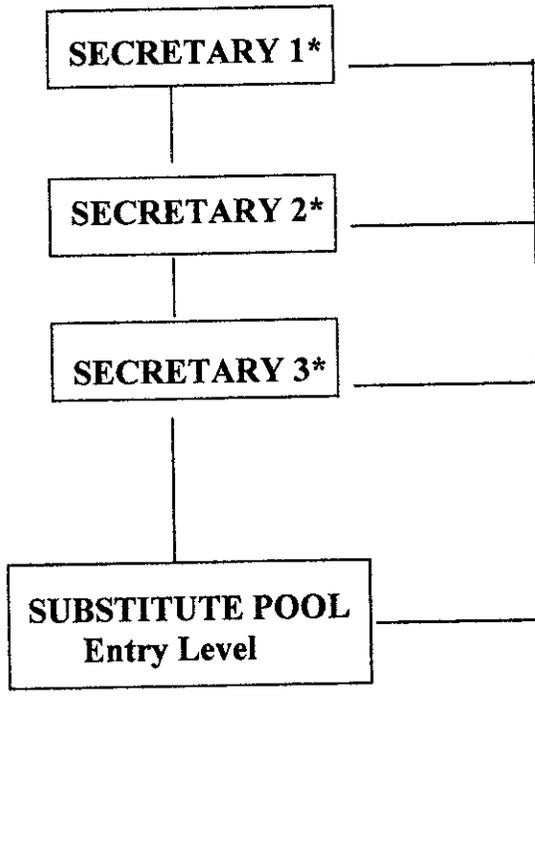
between

**YOUNGSTOWN BOARD OF EDUCATION**

and

**AMERICAN FEDERATION OF STATE, COUNTY,  
AND MUNICIPAL EMPLOYEES**

**(AFSCME) 1143-B**



**\*Note:** Some of the positions within the first two (2) of the above classifications are exempt and unclassified. These positions may or may not be filled with the entry-level position at the discretion of the employer and subject to Article 14, Section 14.

**SECTION E: DURATION AND NOTICE**

**APPLICABLE TO THE AGREEMENTS**

**Between**

**YOUNGSTOWN BOARD OF EDUCATION AND AFSCME 1143  
YOUNGSTOWN BOARD OF EDUCATION AND AFSCME, 1143-a  
YOUNGSTOWN BOARD AND AFSCME, 1143-B**

**February 1, 2012  
through  
January 31, 2015**

**SECTION E**

**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 week after such notice is received. Any notice is to be given under these agreements shall be Certified Mail, Return Receipt Requested.**

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

**Jack Filak  
AFSCME, OHIO COUNCIL 8  
Youngstown Regional Office  
150 So. Four Mile Run Road  
Youngstown, Ohio 44515**

**SUCH NOTICE, IF GIVEN BY THE UNION, SHALL BE ADDRESSED AND SENT TO THE FOLLOWING:**

**SUPERINTENDENT OF SCHOOLS  
P.O. BOX 550  
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: FOR THE YOUNGSTOWN BOARD OF EDUCATION

1143 BY: Mark Sigala  
PRESIDENT

Lock P. Beachum, Sr.  
LOCK P. BEACHUM, SR.,  
PRESIDENT

1143-A BY: Artis Henderson  
Chapter Chairperson

Dr. Connie Hathorn  
DR. CONNIE HATHORN,  
SUPERINTENDENT

1143-B BY: Paula J. Duck  
Chapter Chairperson

Karen Green  
KAREN GREEN,  
ASSISTANT SUPERINTENDENT, HR

Bruce Reel Interson  
TREASURER

AFSCME OHIO COUNCIL 8,  
AFL-CIO

Harry Evans  
HARRY EVANS,  
CHIEF OF OPERATIONS

BY: Jack Filak  
JACK FILAK,  
REGIONAL DIRECTOR

Jerome Harrell  
JEROME HARRELL, PRINCIPAL

William Baun  
WILLIAM BAUN, PRINCIPAL

Lillian Greco  
LILLIAN GRECO,  
HUMAN RESOURCES

James E. Roberts  
JAMES E. ROBERTS, ATTORNEY  
CHIEF NEGOTIATOR

# Youngstown City School District

## OFFICE OF HUMAN RESOURCES

20 West Wood Street • P.O. Box 550 • Youngstown, Ohio 44501-0550 • Phone: (330) 744-6925 • Fax: (330) 744-5295

To: Ohio State Employment Relations Board  
Research and Training Section  
65 East State Street, 12<sup>th</sup> Floor  
Columbus, Ohio 43215

From: Karen Green  
Assistant Superintendent of Human Resources

Date: February 12, 2013

Re: 2012 Public Employer Annual Information Report

2013 FEB 14 P 4: 12

STATE EMPLOYMENT  
RELATIONS BOARD

In reference to your request for complete information regarding the employees of Youngstown City Schools, enclosed, you will find a copy of the Collective Bargaining Agreements between Youngstown Board of Education and AFSCME Local No. 1143.

We regret that this information was not submitted in a timely manner, please accept our apologies for any delays this may cause.

If you have any questions, or concerns, feel free to contact Human Resources at (330) 744-6925.

Thank you.

/tg