

0942-05
13-MED-09-0963
K 31355

STATE EMPLOYMENT
RELATIONS BOARD

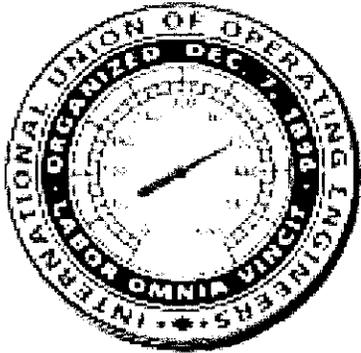
2014 NOV 10 PM 3:14

AGREEMENT



by and between the
BOARD OF EDUCATION
of the
CITY SCHOOL DISTRICT
of the
CITY OF CINCINNATI

and



**Local 20 of the
International Union of
Operating Engineers**

Table of Contents

Agreement4

ARTICLE 1 - Recognition4

ARTICLE 2 - No Discrimination4

ARTICLE 3 - Check Off4

ARTICLE 4 - Grievance Procedure9

ARTICLE 5 - Hours of Work and Overtime10

ARTICLE 6 - Vacancies11

ARTICLE 7 - Transfer Procedures13

ARTICLE 8 - Seniority13

ARTICLE 9 - Sick Leave14

ARTICLE 10 - Holidays15

ARTICLE 11 - Vacation16

ARTICLE 12 - Personal Leave18

ARTICLE 13 - Group Hospitalization, Medical, and Term Life Insurance Coverage18

ARTICLE 14 - Wages21

ARTICLE 15 - Union Privileges22

ARTICLE 16 - Savings22

ARTICLE 17 - Discipline of Employees23

ARTICLE 18 - Amendment24

ARTICLE 19 - Management24

ARTICLE 20 - Job Classifications25

ARTICLE 21 - No Strike27

ARTICLE 22 - Miscellaneous27

ARTICLE 23 - Probationary Period27

ARTICLE 24 - Layoff and Recall28

ARTICLE 25 - Retirement29

ARTICLE 26 - Health and Safety30

ARTICLE 27 - Labor Management Meetings30

ARTICLE 28 - Education Committee31

ARTICLE 29 - Apprenticeship Study31

ARTICLE 30 - Term of Contract31

APPENDIX A - Job Classifications32

APPENDIX B - Salary Schedules59

APPENDIX C - Local 20 Non-Member Fair Share Payments, Implementation Program
and Appeal Procedure61

APPENDIX D - Building Engineer Position Classification by School67

Agreement

The Board of Education of the Cincinnati City School District (herein called "the Board") and Local 20 of the International Union of Operating Engineers (herein called "the Union"), in order to insure the skilled-service support for the accomplishment of the basic objective of the Cincinnati Public Schools, which is to provide comprehensive educational opportunities for all children attending the Cincinnati Schools, do hereby agree as follows:

ARTICLE 1 - Recognition

The Board recognizes the Union as the sole and exclusive bargaining representative in all matters concerning wages, hours and other terms and conditions of employment for all Building Engineers, HVAC Technicians, Automotive Mechanics, Refrigeration Technicians and Security Alarm Technicians. In recognition of the Union's bargaining agent status, the Union shall have the right to use interschool mail services.

ARTICLE 2 - No Discrimination

The Board agrees that it will not discriminate against any employee because of their membership in the Union or as the result of negotiations with the Board, or their institution of any grievance under their Agreement.

The parties agree that there shall be no discrimination on the basis of race, color, national origin, religion, disability, age or sex.

ARTICLE 3 - Check Off

1. Commencing with the effective date of the Agreement and continuing thereafter during the term of this Agreement, and upon written request by the employee, the Board shall deduct uniform Union dues monthly from the wage payment made to that employee.
2. The amount deducted shall be remitted to the Union no later than the thirtieth day of the following month together with a statement setting forth the name of, and the amount deducted for, each employee from whose wages the deduction was made.

3. If an employee desires to revoke their dues check off authorization, written notice shall be given to the Board in the following manner. The employee shall obtain a "revocation of dues check off" form from the office of the Union and shall sign and date such revocation form. The completed card may then be turned in by the employee to the office of the Treasurer of the Board only during the month of April of each year of this Agreement. Under no circumstances shall the Union deny the right of any employee to revoke authorization of payroll deduction of union dues pursuant to the above procedure.

The Board shall not be liable to the Union for the remittance of payment of any sum other than that constituting actual deductions made from the wages of employees. The Union shall indemnify and hold the Board harmless against any and all claims, demands, suits or other forms of liability including by way of example and not limitation, the cost of any judgment against the Board and the reasonable value of any attorney fees incurred, that may arise out of or by reason of action taken by the Board or not taken by the Board for the purpose of complying with any provision of Section 3.

4. The Board agrees to provide differential dues deduction.

5. Fair Share Fees.

A. Effective Date

- I. Effective at the beginning of the pay period, four (4) weeks after a negotiated wage increase is effective, as allowed by O.R.C. Section 4117.09(C), all full-time employees covered by their Agreement who are not members of Local 20 shall pay to Local 20 through deductions from each paycheck their fair share of the costs of the collective bargaining services rendered by Local 20 that are properly chargeable to non-members under state and federal law, as determined through the method described below (referred to hereafter as "fair share").
- II. Effective at the beginning of the pay period, four (4) weeks after an individual full-time employee (i) has received a twenty cents (\$0.20) longevity increment, or (ii) has received a promotional or step increase (in each case resulting in a net increase in pay after the "fair share" deduction is made), or (iii) has resigned from

membership in Local 20, as allowed by O.R.C. Section 4117.09(C), such individual full-time employee covered by this Agreement who is not a member of Local 20 shall pay to Local 20 through deductions from each paycheck their fair share of the costs of the collective bargaining services rendered by Local 20 that are properly chargeable to non-members under state and federal law, as determined through the method described below (referred to hereafter as "fair share").

- III. The obligation of non-members to pay such fair share commences with the first paycheck due in the pay period, four (4) weeks after a net increase in pay, or with the first paycheck due sixty (60) days after initial employment in the bargaining unit, whichever occurs later. The obligation of an individual full-time employee who has resigned from membership in Local 20 commences with the first paycheck due in the pay period, four weeks after resignation, or with the first paycheck due sixty (60) days after initial employment in the bargaining unit, whichever occurs later. In all cases, the "fair share" procedures set forth in the paragraph below must be in place.
 - B. Such fair share payment by non-members shall be deducted by the Board from the earnings of the non-member full-time employees and remitted to Local 20, provided, however, that Local 20 shall submit to the Board at least fourteen(14) days prior to the first paycheck to employees at the beginning of each school year an affidavit which specifies the amount constituting said fair share not exceeding the dues uniformly required of members of Local 20, and which describes the rationale and method by which the fair share was determined, including a list of the expenditures which were excluded in determining the fair share. Local 20 shall also certify to the Board that a notice concerning the calculation of fair share payments by non-members has been published for at least twenty-one (21)days prior to the first paycheck to employees at the beginning of each school year, pursuant to Local 20 "Non-member Fair Share Payments Implementation and Appeal Procedure", a copy of which is attached to their contract as Appendix E.
 - C. Local 20 shall prepare a form of notice to employees by which non-member employees shall be informed of the percentage and method of calculation of the fair share fee

which shall include the report of an independent auditor disclosing and verifying the major categories of expenses upon which the fee calculation shall be based. The notice shall inform employees of their right to object to the calculation of the fair share fee and to utilize Local 20's internal appeal procedure, culminating in arbitration. Such right to object shall require the objector to send a letter to Local 20's president by certified or registered mail or by delivery to the Local 20 office at any time after the notice, but within sixty (60) days after the first wage payment of the school year from which their fair share fee has been deducted. The notice to non-members shall set forth the address and telephone number of Local 20 and the manner in which such employee may obtain a copy of Local 20's internal appeal procedure.

D. Prior to the delivery of the first paycheck due to employees in September of each school year, Local 20 shall distribute the notice and appeal procedure described above by:

(1) posting them on a bulletin board in each building;

(2) providing Union stewards with copies of the notice for distribution to employees identified as non-member employees of the Board pursuant to Paragraph(a) above, and

(3) publishing the internal appeal procedure as an appendix to their Agreement (see Appendix E).

E. Upon Local 20's timely receipt of an objection under Local 20's internal appeal procedure, Local 20 shall deposit in an escrow account separate from all other Local 20 funds, the amount of fee payments received on behalf of any objector(s) that is fairly placed at issue by their objection, but not less than ten percent (10%) of the fair share fee as verified by an independent auditor. Until such time as the report of the independent auditor is received by the Board, if any objector files an objection with the Board as to the amount placed in escrow, the Board will deposit the entire fair-share fee in the interest-bearing account referred to in their Article. Local 20 shall furnish the objectors and the Board with verification of the terms of the escrow arrangement, and, upon request, the status of the fund as reported by the Bank.

The escrow account will be established and maintained with a federally insured commercial bank with offices in Cincinnati, Ohio and the Agreement therefore shall provide that the escrow accounts be interest bearing at the highest possible rate; that the escrowed funds be outside of Local 20's control until the final disposition as provided for herein; and that the escrowed funds will terminate and the funds therein be distributed only by the terms of an ultimate award, determination or judgment, including any appeals, or by the terms of a mutually agreed settlement between Local 20 and any objector(s), or if the objector(s) abandons the objection.

- F. If an ultimate decision in any proceeding hereunder directs that the amount of the fair share fee should be lower than the amount fixed by Local 20, Local 20 shall promptly adopt such determination and notify the Board to reduce deductions from the earnings of non-members to said prescribed amount. Such adjustment shall not entitle any non-member who had not made a timely objection to a refund or rebate for past fair share fee payments.
- G. As an express condition to the Board's agreement to grant a fair share fee arrangement to Local 20, Local 20 shall indemnify and hold harmless the Board, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, refunds, rebates, or other forms of liability including attorney fees and expenses paid or payable by the Board that shall arise by reason of action taken by the Board for the purpose of complying with the provisions of their Article with respect to fair share fees, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions by Local 20.

Local 20's counsel shall be the lead counsel during any litigation concerning the fair share fee.

- H. Nothing in this Article shall inhibit or interfere with the rights of any employees objecting to the payment of Local 20 dues or fair share fees based on religious grounds. The rights of such members shall be resolved under the provisions of Section 4117.09(C) of the Ohio Revised Code, allowing for the contribution of an equivalent amount to a charitable organization.

- I. In order to continue to enjoy fair share fee, Local 20 shall maintain a membership equal to seventy percent (70%) or more of the bargaining unit as of the expiration of this contract.
- J. Local 20 represents to the Board and to the employees it represents that its "non-member fair share payments implementation and appeal procedure" and its other practices and conduct in the course of implementing the fair share fee arrangement conform to state and federal law.

ARTICLE 4 - Grievance Procedure

Should any differences, disputes, or complaints of any employee or the Union arise over the interpretation and application of this Agreement, there shall be an earnest effort on the part of both parties to settle such promptly through the following steps:

1. Any employee(s) having a grievance must first take the matter up with their immediate Supervisor.
2. In the event the grievance has not been satisfactorily resolved at Step 1, then the grievance shall be reduced to writing and filed with the appropriate Director within ten (10) working days from the date the employee knew, or should reasonably have known, of the occurrence which gave rise to the grievance. Within five (5) working days thereafter, there shall be a meeting between the employees and/or the Business Representative and the appropriate Director. The appropriate Director shall give an answer to the grievance within five (5) working days from the date of the meeting.
3. If the grievance is not satisfactorily resolved in Step 2, the Union may request, within five (5) working days, a meeting between the Business Manager, the employee and the Superintendent's designee. This meeting shall take place seven (7) working days from the date it is requested by the Union. The Superintendent's designee shall give an answer to the grievance within three (3) working days from the date of the meeting.
4. Grievances which have not been settled under the foregoing procedure may be appealed to arbitration by the Union by written notice to the Employer within thirty-one days of receipt of the Step 3 answer. The arbitrator will be selected by alternate striking from a panel of

five arbitrators previously agreed to by both parties. After any arbitrator on the panel has rendered at least two awards, either party, within fourteen (14) days, may remove such arbitrator from the panel and agree upon their replacement on the panel. The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall have no authority to alter in any way the terms and conditions of this agreement and shall confine their decision to determination of the facts and the interpretation and application of this agreement. The fee and other expenses of the arbitrator shall be shared equally. No section of Article 4 shall prohibit an employee from appealing any formal discipline through the Civil Service Commission in lieu of arbitration.

Grievance-Mediation

At the written request of the Union or the Board within five (5) days of the Step 3 decision, disciplinary suspensions of one (1) or two (2) days may be submitted to grievance-mediation under the voluntary ground rules of the Federal Mediation and Conciliation Service and/or State Employee Relations Board.

Any accredited Union Official shall be granted access to the place of employment during normal working hours. It is understood that there will be no interference with the work duties of employees or officials of the Board.

ARTICLE 5 - Hours of Work and Overtime

1. The normal work days shall consist of eight (8) hours per day and forty (40) hours per week. Employee shall have two (2) ten minute breaks and an unpaid lunch period not to exceed one hour in duration each day. When employees are required to continuously monitor a work station and are not available to leave they shall have a one half (1/2) hour lunch period built into their eight (8) hour work day. It is understood that nothing contained herein shall prohibit the parties from mutually agreeing to flexible work schedules which include work day durations in excess of eight (8) hours.
2. An employee assigned to work in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) week shall either be paid time and one-half their regular rate or receive

compensatory time off on the basis of one and one-half (1 and 1/2) hours off for each hour of assigned overtime, except as mutually agreed in paragraph 1. However, when Sunday work is required and the employee is not notified by midnight of the preceding Friday or when schools are closed because of an epidemic or other public calamity, and employees of the bargaining unit are the only classified employees of the Board required to work during such calamity, the wage for the work performed shall be double the regular rate. Overtime shall not be pyramided.

3. Employees shall have the option of being paid or receiving compensatory time off for all overtime worked. Compensatory time off may be accrued up to 240 hours (160 hours of actual overtime worked) and may be taken on the approval of the Board within 180 days of the time it was earned. Any compensatory time not taken within 180 days shall be paid to the employee at the appropriate rate.
4. The Board will make every effort to promote the equalization of overtime assignments in all work units considering the appropriate person for the specific assignment.
5. Emergency Call in Pay: An employee who is called into work at a time outside of their normal work schedule where additional travel is necessary, shall be compensated at a minimum of four (4) hours pay.

ARTICLE 6 - Vacancies

1. Vacancies in bargaining unit positions, which are in the classified service, shall first be filled in so far as practicable by the transfer of employees requesting transfer. The transfer shall be in compliance with Article 7 of their agreement. After all transfer requests are considered, promotion of employees will be handled in accordance with Section 3 of this article.
2. If a temporary vacancy is declared by the employer and a qualified Building Engineer is temporarily assigned such vacant position, the Building Engineer shall receive the regular rate of pay or the pay rate for the position they are filling, whichever is greater. If a vacancy is declared by the employer and there is no eligible, qualified Building Engineer to be assigned, transferred, promoted, or employed, the employer may temporarily assign the Building Engineer's work of heating and maintenance of the equipment to the District

HVAC crew until a qualified Building Engineer is available for the vacancy. This assignment shall not last for a duration of longer than thirty-five (35) days, unless the Director of School Services provides a reasonable explanation and request in writing to the Business Manager for temporary help from the union's labor pool. The crews shall be comprised of HVAC Technicians. Posting of Lists: From the results of each examination, the Employer shall prepare and keep open for public inspection an eligible list of persons who achieve the minimum passing score or better on the examination and are otherwise eligible. The results shall be sent by email to each building engineer. Such persons shall be notified and take rank upon the eligible list in the order of their relative grades without reference to priority of time of examination. Eligible lists shall be effective for 1 year. When an eligibility list for bargaining unit positions is exhausted, the Building Operations Branch will immediately request that another examination be scheduled within sixty (60) days. For promotion to Level II HVAC Technicians or higher, employees must have completed all prerequisite training in addition to two years of related experience.

3. This provision establishes the sole source of rights and obligations of the parties with respect to the promotion of bargaining unit employees. Whenever a vacancy occurs in the bargaining unit above the lowest rank and grade, such vacancy shall be filled insofar as practicable by the promotion of bargaining unit employees. Promotion of employees will be based on competitive examination where applicable, past work performance, attendance, experience and qualifications. If the foregoing criteria is met and are substantially equal, the employee with the greatest bargaining unit seniority shall be selected.
4. The employer agrees to notify the Chief Steward and the union office in writing of any vacancies in the bargaining unit before such vacancies are filled. Further, the aforementioned notice shall be required in the event the employer decides to create or abolish a position.
5. Any temporary appointment may not last more than one hundred eighty (180) days. A temporary appointment longer than 180 days may be made if necessary by reason of sickness, disability, or other approved leave of absence of regular officers or employees and if there are no eligible candidates. This collective bargaining agreement supersedes and

changes or modifications to the Civil Service rules. If the Employer requests any changes or modifications to the Civil Service rules that pertain to issues that are mandatory subject to bargaining, the Employer shall also notify the Union office in writing regarding the proposed changes and/or modifications.

ARTICLE 7 - Transfer Procedures

1. The transfer shall mean the reassignment of an employee to another school, department, branch or work location within the same classification or job category. A request for transfer should be made on the proper form which can be obtained from the Human Resources Department and may be submitted at any time. All transfer requests will expire on August 31. A new transfer request must be resubmitted to remain active.
2. Requests for transfer does not guarantee that such a transfer will be made because each request will be considered in terms of factors as available vacancies, classification seniority, number of requests for such transfers, number of transfers which have to be made for administrative reasons, balancing staffs and schools and making the best use of employees.
3. No Building Engineer will be administratively transferred from a school until a conference has been held by the administration with a bargaining unit representative.
4. When an employee is assigned duties of another job, the employee shall receive their current rate of pay or the rate of pay of the first step of the lowest level of the Building Engineer assigned to the location, whichever rate is higher. When the rate of pay would be increased, such increase shall occur if the temporary assignment is for one full day or more.

ARTICLE 8 - Seniority

When seniority is required for any purpose stated under any Article or Appendix in this contract, the following forms of seniority are to be used in the order listed:

1. Classification seniority shall be defined as the total continuous service in days and years an employee has served in a particular classification.
2. Bargaining unit seniority shall be defined as the total continuous service in days and years

an employee has served in a classification covered by this bargaining agreement.

3. Total seniority shall be defined as the total continuous service in days and years of employment with Cincinnati Board of Education.

If an additional tie breaker is necessary date and time stamp of initial employment application will be used.

An employee shall not accumulate seniority during their probationary period, however, upon successful completion of the probationary period, seniority shall be credited to the original date of hire.

An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

ARTICLE 9 - Sick Leave

1. All employees earn sick leave credit at the rate of 4.6 hours per eighty (80) hours of completed service. An unlimited number of days may be accumulated.
2. Sick leave allowance is credited by pay periods in proportion to the time paid during the pay period. The statement of earnings accompanying each regular pay check shows the amount of sick leave accumulated at the beginning of that payroll period. The amount of sick leave available for any pay period shall not exceed the amount accrued at the beginning of such period.
3. A physician's statement because of illness or injury to the employee or to a member of the employee's immediate family shall be required under either of the following circumstances:
 - a. An absence of more than five (5) days.
 - b. In absences of one (1) or more days but less than six (6) days where that employee has been placed on written notice that a physician's statement shall be required for a shorter period of absence. An employee who has been on one (1) day medical notice for a period of six (6) months may petition the appropriate administrator to

be removed from such notice. An employee who has petitioned to be removed from medical notice and has a satisfactory or better attendance rating for the last six (6) months shall be removed from the requirements of their section. If approved, such absence is charged to sick leave.

4. Subject to the provisions of Section 124.39 of the Ohio Revised Code, an employee retiring shall be eligible to be paid for one-half (1/2) of their accrued but unused sick leave at the daily rate of pay utilized in calculating their final pay. Said payment shall eliminate all sick leave accrued by the employee.

An employee retiring who was hired on or after July 1, 2004 shall be eligible for one fourth (1/4) of their accrued but unused sick leave up to 200 days at the daily rate of pay utilized in calculating their final pay. Said payment shall eliminate all sick leave accrued by the employee.

Employees hired January 1, 1997 or after shall not be eligible upon retirement for conversion of sick leave earned with another Ohio public employer. When such employees use sick leave, they shall first use the sick days earned with the other Ohio public employer(s) until fifty percent (50%) of such sick leave is exhausted. Thereafter, when sick leave is used, the Board shall alternately deduct one (1) day of leave earned with the district and one (1) day of leave earned with other employers.

5. Sick leave conversion shall be paid to survivors upon the death of an employee who had ten (10) years of service with the Board on the basis of one (1) day's pay for each two (2) days accumulated, unused sick leave.

For employees hired after July 1, 2004, sick leave conversion shall be paid to survivors upon the death of an employee who had ten (10) years of service with the Board on the basis of one (1) day's pay for each four (4) days accumulated unused sick leave. Sick Leave must be used in 1 hour increments.

ARTICLE 10 - Holidays

Full-time regular employees who are entitled to pay on the working day before and the working day after a holiday shall be paid the number of assigned hours at their regular hourly rate for the following holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day,

Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day. When a holiday falls on a Saturday, it shall be observed on the Friday preceding the holiday, and when a holiday falls on a Sunday, it shall be observed on the Monday following the holiday.

Full-time (permanent) employees who are entitled to pay on the working day before and the working day after a holiday shall be paid eight (8) hours at their regular hourly rate for Christmas Eve when that holiday falls on a Monday, Tuesday, Wednesday or Thursday. Such employees shall be paid four (4) hours at their regular hourly rate for Christmas Eve when Christmas Eve falls on a Friday (the holiday being observed on the preceding Thursday), when Christmas Eve falls on a Saturday (the holiday being observed the preceding Friday), and when Christmas Eve falls on a Sunday (the holiday being observed on the preceding Friday).

Such holiday shall not be charged to sick leave if the employee is otherwise eligible for holiday pay.

Employees who are scheduled or called in to work on a holiday as defined in Section 1 shall be compensated at a rate of time and one-half in addition to one (1) hour pay for each hour worked.

ARTICLE 11 - Vacation

1. Pursuant to Section 3319.084 of the Ohio Revised Code, each full-time regular employee, after service of one year, shall be entitled, during each year thereafter of continuing employment to vacation leave of ten (10) days, excluding legal holidays, and such additional days for employment beyond ten (10) years as is hereafter provided. Such vacation leave shall be accumulated by pay periods beginning with the first full period in the month of September and extending through the last full pay period in June. However, a new employee after service of six (6) months shall be entitled to use no more than five (5) days of accrued vacation prior to their anniversary date of employment.
2. Full-time regular employees eligible for vacation leave shall be entitled to an additional vacation allowance in any year in which they will have completed the specified periods of service with the Board on or before September 30 as follows:

10 through 14 years - 5 days
15 or more years - 10 days

3. Eligibility for additional vacation allowance shall be based upon the total number of years of service, not necessarily consecutive, for the Board. Any period of absence due to a layoff or leave of absence, except absence for military service or because of injury in line of duty, shall not be included in such total.
4. Vacation leave shall be credited to pay periods in proportion to the time paid during the pay period. Vacation leave for any employee shall be cumulative to a maximum of the sum of the amounts credited to their account during the three preceding school years. The amount of vacation leave available for any pay period shall not exceed the amount standing as a credit at the beginning of the said period.
5. Upon separation from employment an employee shall be entitled to compensation at their current rate of pay for all lawfully accrued and unused vacation leave to their credit at the time of separation, not to exceed the vacation leave accrued to their credit for the two years immediately preceding their separation and the prorated portion of their earned but unused vacation leave for the current year. In case of the death of an employee such accrued and unused vacation leave and prorated portion for the current year shall be paid in accordance with Section 2113.04 of the Ohio Revised Code or to their estate.
6. Regular employees completing the following years of service by September 30 of a given year will receive pay in lieu of vacation to be included in the first regular paycheck in December each year as follows:

After 20 years	1 day's pay
After 25 years	1 day's pay
7. In any contract year where an employee may reach maximum accrual of vacation time, the employee shall, on or before June 1 of such year, make a request in writing to the district supervisor to take vacation time so that such accrued vacation will be either scheduled or paid for by the Board.
8. Scheduling of vacations is subject to approval of the employee's supervisor. Approval shall not be unreasonably withheld.

ARTICLE 12 - Personal Leave

Full-time regular employees shall be eligible for personal leave up to three (3) days each year according to the provisions set forth on Form CT-P-135 (March 81 Rev.). Earned and unused personal leave may be converted to sick leave on a day-for-day basis on August 31, of each year. Use of personal leave will not affect the attendance factor on the appraisal form.

ARTICLE 13 - Group Hospitalization, Medical, and Term Life Insurance Coverage

1. Group Hospitalization, Medical, and Term Life Insurance Coverage

Local 20 will receive the same health care insurance package that CPS offers to CFT and the Building Trades.

a. MERP Health Plan Option

A MERP Health plan will be offered.

Because this is not a standard health plan which employees rely upon for basic coverage, details may need to be changed from year to year. These details will be discussed in the Benefit Committee.

b. Wellness Plan

A wellness program will be put into place January 1, 2011

The plan design is to be determined by the CPS Benefit Committee

The plan will cover Disease Management, Lifestyle Management and Case Management

Employees & spouses will be provided with the opportunity to earn \$500 each per year in wellness credit. Earned credits will be applied to individual Health Reimbursement Accounts (HRA) in the calendar year following the year in which they were earned. (2011 credits will be applied in 2012)

Maximum HRA balances will be \$1,500 at any one time (applies to both

Single/Family accounts)

Employees will have 6 months to submit HRA claims incurred prior to their separation from employment. Any balances remaining in the HRA after this 6 month period will be returned to CPS.

c. Dental Plan

The dental plan will stay the same except that major dental coverage will be paid at 80%.

2. Right of Board to Change Carriers

The Board may change the health (medical and/or dental) insurance carrier(s), or provide coverage through self-insurance, provided that;

- a. The resultant coverage(s) is at least equivalent to the coverage(s) as of January 1, 2010;
- b. The Board has given the Union sixty (60) days' notice of the proposed change and an opportunity to be consulted about the proposed change;
- c. The Board has selected the new carrier(s) through solicitation of proposals, unless the change is to self-insurance; and
- d. The joint Employee Benefits Committee has been given the opportunity to evaluate and make recommendations about the change.

3. Term Life Insurance

The Board shall pay the full premium of a term life insurance policy in the amount of \$35,000. Eligibility for the term life insurance shall be extended to the employees who work in a position requiring at least six (6) hours per day for a minimum service period of 190 days.

4. Employee Benefits Committee

a. Composition

The Board and the Union agree to continue the Employee Benefits Committee with

representation from all unions, representing Board of Education employees. The Committee shall include a minimum of two (2) members from each bargaining unit with proportional representation among the bargaining units. The Committee shall not be less than fifteen (15) or more than nineteen (19) in number. The Board shall also be represented on the Committee. Representatives on the Committee may call for smaller caucuses of their choosing at any time during the meeting.

- b. The role of the Employee Benefits Committee is to:
 - i. recommend needed benefit changes;
 - ii. research, analyze, and recommend benefit providers and changes;
 - iii. communicate to and educate employees about utilization of benefits to promote cost
 - iv. containment and effective implementation of benefits; and
 - v. provide on-going monitoring of providers' performance and employee concerns.

 - c. The Employee Benefits Committee shall meet at least once monthly to review health care utilization and plan for future design of the plan. No later than twelve (12) months prior to the expiration of the Board's contract with the health care provider or administrator, the Committee shall meet and reveal the plan's utilization and cost. No less than six (6) months prior to the expiration of the health care contract, said committee shall make recommendations to the bargaining units and the Board. Requests for proposals and resulting bids shall be accepted no later than five months prior to the contract expiration with the Committee making a recommendation to the parties as to the carrier, cost and design. Agreement on the carrier, plan design and cost shall be reached no later than three months prior to expiration of the health care contract. Employees on the Committee shall not suffer any loss of pay for reasonable hours of committee duty which conflict with the employee's scheduled duty hours.
5. No later than April 1, 2007, the Board will arrange to offer as voluntary programs group plans for home, auto, long-term care and prepaid legal services payable 100% by

employees.

ARTICLE 14 - Wages

1. Any State-mandated salary increase for employees shall be a part of, and shall not be in addition to, any salary increase resulting from the application of this Article.
2. Wages shall be paid in strict accordance with Appendix B.
3. Effective July 1, 2007 all regular employees shall receive a longevity increment of:
 - a. thirty-five cents (\$0.35) per hour, granted upon the anniversary date of employees who complete twenty (20) years of service;
 - b. forty cents (\$0.40) per hour, granted upon the anniversary date of employees who complete twenty-five (25) years of service.
 - c. forty-five cents (\$0.45) per hour, granted upon the anniversary date of employees who complete thirty (30) years of service.
4. Appearance in Court: Employees summoned for Jury Duty shall incur no loss in pay benefits or accrued leave in case of absence in response to a subpoena in (1) a court proceeding, or (2) an administrative hearing, in which neither the employee nor a labor organization recognized by the Board is a party. The Board shall deduct from the employee's salary only the amount of any witness fee or other compensation in excess of \$35.00 per day.
5. Mileage Reimbursement: Whenever an employee is using their personal vehicles for employer assigned work they shall receive mileage reimbursement at the maximum reimbursement allowed by the IRS for employee's business expenses. The reimbursement shall be made by the Treasurer's Office after receiving the mileage report form signed by the employee and approved by the branch administrator.
6. An evening shift differential of forty-five cents (\$0.45) cents per hour shall be paid for all hours worked for employees working shifts which end between the hours of 6:00 P.M. and 9:00 A.M.
7. In the event that any other bargaining group negotiates a wage increase the board agrees to reopen the wage portion of the contract to negotiate a possible adjustment to the agreement. This zero salary increase also protects against a decrease in salary for the agreed zero increase years.

The contract is for a three (3) year term July 1, 2014 through June 30 31, 2017 with a re-opener

for wages for the third (3) year beginning July 1, 2016.

ARTICLE 15 - Union Privileges

1. The Union shall be permitted to post union materials on the existing bulletin boards at the two (2) Iowa Avenue locations.
2. The Union shall be represented on official committees established by the Superintendent when all other employee groups are represented.
3. The Employee Benefit Committee shall be continued with representation from all Unions representing Board employees. The Committee shall include a minimum of two (2) members from each bargaining unit with the Committee attempting to ensure proportional representation between units.
4. The Board shall allow Union representatives adequate time to conduct official Union business as long as Board operations are not interrupted. If a Union official who is a Board employee is needed during their regular work time, they should request time from their immediate supervisor. Such time shall not be unreasonably withheld. Any accredited Union official will be granted access to schools, offices and shops during normal working hours after reporting to the office in the schools, or to the office or shop administrator in other buildings.
5. It is understood that should any hearing lead to disciplinary action against an employee, the employee shall be advised of their right to union representation before the hearing takes place.
6. The Board shall have available for the Union Business Manager or their designee at the Office of General Counsel, a copy of Superintendent's Recommendations, including Personnel Actions affecting Union members by 10:00 A.M. on the day of any regular Board meeting and every special meeting if there are Superintendent recommendations for the special meeting affecting Union members.

ARTICLE 16 - Savings

If any provision of the Agreement or any application of the Agreement is contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Said invalid provision shall be renegotiated at the request of either party.

ARTICLE 17 - Discipline of Employees

No employee shall, for disciplinary reasons, be reduced in pay, suspended without pay or discharged except for just cause.

Except in instances of serious misconduct or neglect of duty, discipline will be applied in a progressive manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct.

Discipline may include:

1. Verbal warning;
2. Written reprimand;
3. Suspension or demotion; or
4. Termination.

An employee will be notified when any notation is made in the employee's personnel file that may lead to disciplinary action. In addition, when the Employer determines that an employee may be reduced in pay, suspended without pay, or terminated for disciplinary reasons, the Employer will notify the employee in writing of the charges against the employee. With the exception of discipline arising as a result of an employee's performance evaluation, the charging supervisor must make a request for a pre-disciplinary hearing not later than twenty (20) calendar days from the date upon which he/she becomes aware of the precipitating incident(s). Notice of a request for a pre-disciplinary hearing must be forwarded to the Union.

An employee shall be notified in writing of an administrative hearing for disciplinary reasons, and the reason(s) for the hearing, no later than three (3) working days before the hearing. The hearing shall precede the discipline unless the seriousness of the circumstances required that an employee be removed from the job prior to the hearing. Any documentation that will be presented at the hearing shall be given to the Union at least three (3) working days before the hearing. If documentation is late, either party may reschedule the hearing.

Appeals of suspensions and termination shall be handled in accordance with Civil Service

regulations, unless the Union has selected binding Arbitration under Article 4.

No employee shall be removed from the job without a hearing unless in the judgment of the appropriate director an emergency situation exists that requires such action.

After January 1, 1998 when the Employer determines that an employee shall be demoted for disciplinary reasons, employees without a record of previous demotion shall not be reduced in pay more than one pay grade. An employee with a previous demotion on record shall not be subject to the aforementioned limitation.

The employee will have an opportunity to respond orally at the hearing or in writing within twenty-four (24) hours to the charges prior to discipline being imposed. The employee may be accompanied by a Union representative to the hearing.

The Board shall not refer to a reprimand either written or oral that was issued more than two (2) years prior to the current disciplinary action. Any employee who reviews their personnel file may have such reprimands pulled out of their file.

ARTICLE 18 - Amendment

This Agreement may be amended by mutual written agreement of the Board and the Union. Nevertheless, the parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, for the life of their Agreement, each party agrees that the other shall not be obligated to negotiate with respect to any subject matter not specifically referred to or covered in this Agreement.

ARTICLE 19 - Management

1. The management of the School District and the direction of its employees, including the right to plan, direct, and control operations; to hire; promote, demote, discipline, suspend or discharge for just cause; to transfer or relieve employees from duty, to arrange schedules of

operation and determine the time and place of the employee's daily work; to study and introduce new and improved methods or facilities; to establish and maintain rules and regulations governing operations; and to combine or limit its operations; are vested exclusively in the Board according to its sole, free and uncontrolled discretion and in such manner as it deems proper; provided, however, that these rights shall not be used for the purpose of discrimination against any employee solely because of membership in the Union. The foregoing enumeration of management's rights shall not be deemed to exclude other rights not specifically set forth, and the Board, therefore, retains all rights not otherwise specifically relinquished by this Agreement.

2. It is recognized that the Board of Education has statutory and charter rights and obligations in contracting for matters relating to its operations. The right of contracting or subcontracting includes essential public needs where it is uneconomical for Board employees to perform said work. The Board agrees that it will not layoff any employees who have completed their probationary periods and have regular employment status, because of the exercise of its contracting and subcontracting rights.

ARTICLE 20 - Job Classifications

1. A Building Engineer will be assigned to each school. The regular duties of a Building Engineer shall include monitoring, cleaning and maintenance of the equipment as well as general cleaning and maintenance of the school building. The classifications of the schools will vary according to the needs of each school. All district schools will be manned by a Level I, or Level II Building Engineer at pay steps which are more fully defined in Appendix B A. Certain schools may be designated for additional pay steps based on physical plant size or complexity where higher skill levels may be necessary. Determining which buildings will be designated for additional pay steps will be negotiated between the union and the employer. Schools in which Building Engineers are assigned may be changed as the needs of the employer require provided that the union will be notified in advance of each such change and provided further that such change does not conflict with any other rights set forth in this agreement.
2. Incumbent Building Engineers who are assigned to classifications within the bargaining unit shall not suffer a reduction in pay during the re-qualification period. Further, no pay reduction

shall be required of a Building Engineer whose assigned school has been reclassified unless they refuse an opportunity to administratively transfer to a school carrying their classification or the classification of the school has been temporarily grandfathered through negotiation of the parties.

3. The HVAC Technician position shall be filled by civil service promotional examination.
4. The employer agrees to provide any newly assigned Building Engineers a sufficient break in period up to 3 days with the Building Engineer who has site specific knowledge and understands the technical aspects of the equipment and position. Break in periods may be extended for new or renovated buildings. The employer may provide additional assistance from the area Level II Technicians during the orientation period.
5. New employees assuming a building engineer position must have satisfactorily completed course work or certification in HVAC R1, UNIVERSAL CFC, Homeland Security and either Boiler Operation or Stationary Engineering I and II within a year or as close as scheduling of mandatory classes permits. To assume responsibility for a building, the employer agrees to provide not less than 150 hours of orientation training with a building engineer, at least twenty (20) of which shall be classroom training hours.
6. In order for employees to progress and promote through the classifications, they must first obtain the required prerequisite training as outlined in the classification specification of the position into which they seek advancement. The employer agrees to pay the full cost of any training which is required to maintain or advance into the classifications series covered by this agreement.
7. In order to provide incentive for continued training and education, the employer agrees to provide a one time payment of \$750.00 for each level of training successfully completed by employees represented by IUOE, Local 20. Employees shall not be eligible for the incentive if training was completed prior to becoming a represented bargaining unit member of Local 20. It is understood that employees shall not be eligible for the incentive payments more than once in a twenty-four month period. If an employee successfully completes more than one training level in a twenty-four (24) month period, they are entitled to the additional payment but it shall not be due until twenty-four (24) months has elapsed from the previous payment.
8. Building Engineer Level I shall have five pay steps. Each Building Engineer will start at Step 1

and with a satisfactory appraisal, automatically progresses one pay step on their anniversary date until they have reached Step 5. Level IA, Level IB, Level II and Level III shall have two pay steps in their pay range. Level 1A and 1B Building Engineers positions are attained by application to vacant positions which are classified as Level 1A or 1B. Pay step advancement shall be handled in accordance with Level 1 criteria.

ARTICLE 21 - No Strike

The Union shall not strike nor condone any wildcats or slowdowns during the length of this Agreement. The Board agrees that it will not lockout employees during the term of this Agreement.

ARTICLE 22 - Miscellaneous

1. Whenever the Supervisor discovers that work is not being performed by the night shift(s), a written report shall be filed with the Building Engineer.
2. Should an entry be made to an employee's personnel file concerning job performance, a copy of the entry shall be given to the employee within five (5) days of the entry.
3. The Board agrees to send notification to the Union of any change in the Operating Procedures Manual which effect employees represented by the Union. Such notice will state the date the change is to become effective.

ARTICLE 23 - Probationary Period

A new employee shall have a probationary period of six months which shall start as soon as the employee assumes the duties of the position. Probationary periods for employees promoted to a new position shall be for three (3) months (which must fall during the regular school year) beginning on the date the employee assumes the duties of the position unless the employee has been appointed to fill a temporary vacancy and is so informed in writing.

Level 1 and Level 1A employees must maintain Level 1 and Level 1A for one year in order to be eligible for promotional examinations. Level 1 Building Engineers shall be eligible for any open Level 2 position if there are no qualified or eligible 1A Building Engineers. Qualified and eligible

Level 1A Building Engineers will be given the opportunity to test for any open Level 2 positions prior to opening Level 2 testing to qualified Level 1 Building Engineers who have served at least two consecutive years as a Level 1 Building Engineer.

ARTICLE 24 - Layoff and Recall

1. An employee may be subject to a non-disciplinary, involuntary termination through layoff in connection with a shortage of funds, abolition of position, or lack of need for the work performed by an employee or group of employees. In such cases, affected employees will be given as reasonable an amount of advance notice as conditions permit, as follows: In the reduction in force (layoffs) and recall of union employees, seniority and qualifications shall prevail as follows:
2. For reduction in force within the bargaining unit, employees having the lowest seniority within the classification identified for reduction will be laid off.
3. When employees are subject to a reduction in force, the Board shall have the right to prioritize the layoff by classification. For the purpose of layoff employees in the classification of Building Engineer I, IA, IB, II, III, and HVAC Technician shall be considered one classification series.
4. Employees shall be laid off in accordance with classification seniority. Employees having the least classification seniority with the classification identified for layoff shall be laid off first. Employees who are identified for layoff may bump back into the next lowest previously held classification, within the classification series, provided said employee has more bargaining unit seniority than that of the employee they seek to displace.
Further, employees in Level I and II may bump laterally across the classification series provided their classification seniority is sufficient to bump a less senior employee. No employee shall be bumped from the bargaining unit ahead of any employee who has less bargaining unit seniority.
5. Employees who are displaced may utilize their seniority to select the position of their choice which have been designated as available through the layoff procedure. CBMS employees are considered to be Level I for layoff purposes.

6. The bargaining unit member(s) who is subject to layoff shall be sent a letter of notification by certified mail at least seventeen (17) calendar days or shall have the letter of notification hand-delivered at least fourteen (14) calendar days in advance of the effective date of action, provided that such notice shall not be required with respect to temporary layoffs or lack of work occasioned by floods, fire, utility failures, acts of God, or other causes beyond the Board's control.
7. Notice of recall to an employee shall be made by certified mail to the last known address of such employee. A copy shall be forwarded to the Union. If the notice is undeliverable, the Board's obligation shall be considered to be fulfilled. The recalled employee must notify the Board within two (2) working days of the date of receipt of notice of their intention to return to work. The date for returning to work shall be determined by the Board. Failure to return from layoff shall subject the employee to termination of service. In the event that an employee is unable to return to work due to illness or injury certified by a physician, that employee shall so notify the Board within two (2) working days of the date of receipt of the notice and shall provide the Board with a physician's certification upon request. Failure to notify the Board and/or to provide a physician's certification upon request shall subject the employee to termination.
8. The obligation to recall an employee shall cease after a full twenty-four (24) months of layoff.
9. The recall of employees laid off shall be in reverse order of layoff except that probationary employees shall have no right to recall.
10. The Board reserves the right to abolish or freeze positions as it deems necessary.
11. In the event an employee is unable to return to work due to illness or injury certified by a physician, the employee shall not lose their right to a subsequent recall; however, The Board will not be obligated to hold the position open until such time as the employee is able to return to work.

ARTICLE 25 - Retirement

Each full time employee of the bargaining unit shall be entitled to participate in the School Employee's Retirement System. Eligibility and participation in the retirement system is governed by the respected terms and conditions of the retirement system as established and amended by

respective governmental bodies. Both the Board and the employee contribute on behalf of the employee to the respective retirement program. Employee contributions to SERS are made on a pre-tax basis.

ARTICLE 26 - Health and Safety

1. It is the responsibility of every department to provide adequately safe working conditions, tools, equipment, and work methods for its employees. The foreman or supervisor must correct unsafe conditions promptly. He must see that all safety rules and good working methods are used by all employees. It is the duty of all employees to use the safety equipment provided by their supervisor and to follow all the safety rules and safe working methods recommended for their safety.
2. In the event of an on-the-job injury, the immediate supervisor must seek prompt medical attention, prepare an injury report and forward the report to Human Resources.
3. When an employee is injured on the job and notifies the Employer, the Employer shall be responsible for processing the appropriate Worker Compensation documents in a timely manner.
4. The Board shall be responsible for keeping all vehicles utilized by employees in safe operating condition. Employees shall notify supervision of any safety defects on Board vehicles.

ARTICLE 27 - Labor Management Meetings

The Board and the Union shall establish Labor Management Meetings which shall meet on an as needed basis but no less than four(4) times annually. The Labor Management Meetings shall be comprised of appropriate members from management and the Union as requested by the parties. The purpose of the Labor Management Meetings is to promote positive communications between Labor and Management, to proactively deal and resolve problems being experienced by the parties. Labor Management Meetings shall not be a mechanism to resolve grievances or to discuss terms and conditions of employment which may be applicable to collective bargaining. The agenda for Labor Management Meetings shall be sent to participating parties no later than three days prior to the scheduled meeting date.

ARTICLE 28 - Education Committee

An Education Committee shall be established. The Committee shall create, evaluate and recommend curriculum to meet the needs of job specific duties. The Union representatives shall be filled by the Business Manager. Committee recommendations will be presented to Management.

ARTICLE 29 - Apprenticeship Study

The Board of Education and Local 20 will meet to discuss the feasibility of creating an apprenticeship Program.

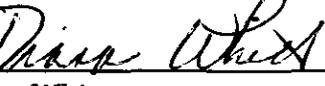
ARTICLE 30 - Term of Contract

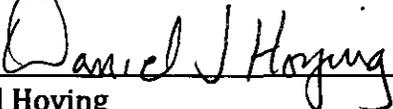
The Agreement between the Cincinnati Board of Education and Local 20 of the International Union of Operating Engineers shall be in effect until June 30, 2017.

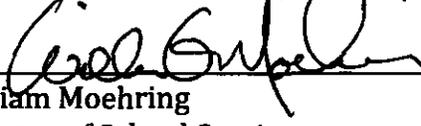
The Union signatory hereto and the Board executed this Agreement as of 2014

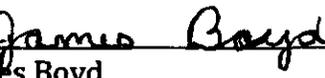
THE BOARD OF EDUCATION OF THE
CITY SCHOOL DISTRICT OF THE
CITY OF CINCINNATI

By: 
Eve Bolton
President, Board of Education

By: 
Diana Whitt
Treasurer

By: 
Daniel Hoying
Assistant General Counsel

By: 
William Moehring
Director of School Services

By: 
James Boyd
Building Operations Supervisor

By: 
Glenn Creech
Facilities Supervisor

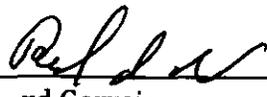
By: 
Lucius Jones
Civil Service Supervisor

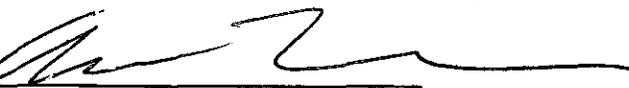
By: 
Michael Albrecht
Facilities Supervisor

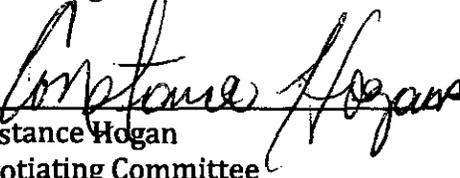
Date: 9/10/2014

LOCAL 20 of the INTERNATIONAL UNION of
OPERATING ENGINEERS

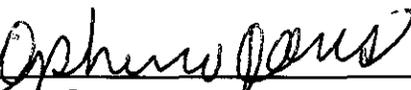
By: 
Bill Huesman
Local 20 President

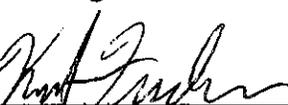
By: 
Richard Gerrein
Business Manager

By: 
Adrian Brown
Negotiating Committee

By: 
Constance Hogan
Negotiating Committee

By: 
Leroy Anderson
Negotiating Committee

By: 
Ophero Jones
Negotiating Committee

By: 
Keith Fischer
Negotiating Committee

Date: 9/10/2014

APPENDIX A - Job Classifications

LEVEL 1 BUILDING ENGINEER CLASSIFICATION SPECIFICATION

GENERAL STATEMENT OF DUTIES:

The Level 1 Building Engineer position performs custodial related tasks including grounds maintenance, provides supervision of custodial staff, general maintenance, building security and safety. This position moves furniture, receiving and sorting supplies, distributing mail, snow and ice removal, necessary to operating a school. Minor maintenance of HVAC equipment, i.e. replacing filters, checking chemical feed systems, and troubleshooting complaint calls.

EXAMPLES OF WORK PERFORMED:

(Illustrative only. Any one position within this classification may not include all of the duties listed nor do the listed examples include all of the tasks which may be performed.)

- Schedule/supervise/perform custodial operations, and preventive maintenance/repairs/replacements/adjustments on custodial equipment, kitchen appliances, and general maintenance of buildings and grounds facilities.
- Make daily inspections for HVAC operations, health, safety, cleaning and security.
- Request, perform, and assist in preventive maintenance, repairs, replacement and adjustments to custodial and kitchen equipment.
- Prepare reports on payroll matters, inspections, problems, and work performed.
- Provide instructions/demonstrations/training to assigned workers, and appraise the performance of workers.
- Perform required safety inspections.
- Maintain building safety and security to prevent unauthorized entries and hazardous, conduct building walk through that could result in fires, floods, and gas leaks.
- Provide information and make recommendations on personnel actions.
- Prepare orders for supplies equipment and services.
- Perform related duties as required.

SUPERVISION EXERCISED AND RECEIVED:

Receives directions from the school Principal and Level II HVAC or other more senior staff. Expected to conduct day-to-day operations with minimal supervision. Serves as working supervisor of custodial staff. Expected to train, direct and check the work of other assigned employees. Responsible for entering maintenance requests and monitoring completion.

MINIMUM QUALIFICATIONS

EXAMPLES OF REQUIRED KNOWLEDGES, SKILLS AND ABILITIES (KSAs)

(Illustrative only. Any one position may not require all of the listed KSAs nor do the listed

examples include all the KSAs which may be required.)

Knowledge of:

- basic math.
- basic English.
- basic computer skills (MS Office functions and Group Wise).
- Basic types of heating systems.
- basic supervision.
- basic types of HVAC systems.
- building crafts skills sufficient to perform minor or routine and emergency repair work.
- custodial (including grounds maintenance) procedure, supplies, tools and equipment.
- building crafts skills sufficient to perform minor or routine and emergency repair work.
- basic knowledge of emergency safety systems.
- general knowledge to disconnect/disable building systems (gas, water, and electric).
- Custodial (including grounds maintenance) procedure, supplies, tools and equipment.
- Department/board rules, regulations, benefits, and forms.

Ability to:

- keep simple records and prepare simple reports.
- communicate clearly and concisely both verbally and in writing.
- execute emails, create word documents, reports and spreadsheets.
- establish and maintain effective working relationships with those contacted in the course of work.
- Perform chemical analysis and treatment of water to maintain prescribed standards in heating and cooling system if required.
- recognize health, safety and security problems and respond appropriately.
- keep abreast of new technology.
- work under stressful situations and conditions.
- make decisions especially in critical situations.
- Work independently in absence of supervision.
- Perform preventive maintenance to custodial equipment and as directed to HVAC equipment.
- Provide instructions/demonstrations/training in work to be performed.
- establish schedules and prioritize.
- delegate work.
- Appraise work of others.
- work overtime, weekends and other than normal day shift.,
- seek continuing education/training in order to advance knowledge and skill in the field and job performance.

REQUIRED EDUCATION AND EXPERIENCE: Must have certification in HVAC R-1, CFC

Universal, Boiler 1 at time of hire. Must obtain the following within one year of employment: Homeland Security, Basic Supervision, Basic computer training.

OTHER REQUIREMENTS:

Free of criminal convictions, especially in crimes involving non-adults, controlled substances, intoxication, pornography and burglary/robbery. Physical strength and stamina to lift, carry and move heavy objects weighing up to 80 lbs., and occasionally much heavier. Willing and ability to work at heights on uneven surfaces on ladders and scaffolding as much as 30 feet. Use of fingers and both hands, her normal voice levels and good vision. Willing and able to work in cramped, confined spaces, dirty dusty and isolated areas. Work in extreme weather conditions extreme heat and slippery or uneven surfaces on ladders and scaffolds. Must be able to work in enclosed confined spaces. This is a sensitive classification, therefore applicants for appointment must pass security clearance, which includes a check of employment references and criminal records.

PROBATIONARY PERIOD:

Six months for new hires. Ninety days for promotions within the bargaining unit .

Spec. Est. 8/04:JV

Revised 8/14:MEK

LEVEL 1A BUILDING ENGINEER CLASSIFICATION SPECIFICATION

GENERAL STATEMENT OF DUTIES:

This Level 1A Building Engineer position supervises custodial staff and performs custodial related tasks including grounds maintenance, general maintenance, building security and safety for the Cincinnati Public Schools (CPS) buildings.

EXAMPLES OF WORK PERFORMED:

(Illustrative only. Any one position within this classification may not include all of the duties listed nor do the listed examples include all of the tasks which may be performed.)

- Performs other work, such as moving furniture, receiving and sorting supplies, snow and ice removal necessary to operate a school.
- Perform minor maintenance, monitoring and operation of HVAC equipment, i.e. replacing filters, checking chemical feed systems, and troubleshooting complaint calls.
- Perform chemical analysis and treatment of water to maintain prescribed standards in heating and cooling systems.
- Keep records and prepare reports.
- Make decisions in critical situations.
- Work independently in absence of supervision.
- Perform preventive maintenance to custodial equipment and HVAC equipment as directed.
- Provide instructions/demonstrations/training in work to be performed.
- Complete performance evaluations for custodial staff.
- Establish work schedules.
- Prioritize and delegate work.
- Perform related duties as required.

SUPERVISION EXERCISED AND RECEIVED:

Receives direct supervision from a Facilities Administrator.

MINIMUM QUALIFICATIONS

EXAMPLES OF REQUIRED KNOWLEDGES, SKILLS AND ABILITIES (KSAs)

(Illustrative only. Any one position may not require all of the listed KSAs nor do the listed examples include all the KSAs which may be required.)

Knowledge of:

- basic math.
- basic English.
- basic computer skills (MS Office functions and Group Wise).
- basic supervision.

- basic types of HVAC systems.
- basic knowledge of emergency safety systems.
- custodial (including grounds maintenance) procedure, supplies, tools and equipment.
- Building crafts skills sufficient to perform minor or routine and emergency repair work.
- Basic knowledge to disconnect/disable building system (i.e., gas, water, and electric)
- Department and Board Rules and Regulations.

Ability to:

- work effectively with all types of people.
- communicate clearly and concisely both verbally and in writing.
- follow written and verbal instructions.
- execute emails, create word documents, reports and spreadsheets.
- establish and maintain effective working relationships with those contacted in the course of work.
- recognize health, safety and security problems and respond appropriately.
- keep abreast of new technology.
- work under stressful situations.
- establish schedules and prioritize.
- delegate work.
- work overtime, weekends and other than normal day shift.
- seek continuing education and training in order to advance knowledge and skill in the field and job performance.

REQUIRED EDUCATION AND EXPERIENCE: Must have one year of satisfactory service as a Level 1 Building Engineer with certification in the following: HVAC R1; Universal CFC; Basic Electricity; IUOE Homeland Security; and Basic Computer Training.

OTHER REQUIREMENTS:

Must have a valid Ohio Driver License. Must have physical strength and stamina to lift, carry, and move heavy objects weighing as much as 80 pounds. Working conditions include indoor and outdoor environment; exposure to chemicals, dust, and dirt. Must be able to work in extreme weather conditions (heat and cold), confined spaces and isolated areas. Must be able to work on slippery or uneven surfaces and on ladders and scaffolds.

PROBATIONARY PERIOD:

Six months for new hires. Ninety days for promotions within the bargaining unit.

Spec. Est. 4/59:JLB

Revised 11/66:RG

“ 7/73:HEM

“ 11/75:LH

- “ 8/85:TC
- “ 7/99:MST (format change only)
- “ 1/2012:MEK (Updated and Format Change)
- “ 8/2014:MEK (Updated)

LEVEL II BUILDING ENGINEER CLASSIFICATION SPECIFICATION

GENERAL STATEMENT OF DUTIES:

Maintains heating, ventilating and air conditioning (HVAC) systems at designated buildings or multiple sites as primary responsibility. Performs general building maintenance and operations duties including snow and ice removal. Performs general clean-up as directed.

EXAMPLES OF WORK PERFORMED:

- Schedule, supervise and perform HVAC operations, and preventive maintenance, repairs and replacements.
- Makes adjustments on HVAC and building equipment, kitchen and home economics appliances and elevators.
- Operation and maintenance of large indoor swimming pools.
- General maintenance of buildings and grounds facilities.
- Make daily inspections for HVAC malfunctions, health, safety and security problems.
- Investigate and solve complaints and other problems.
- Prepare reports on payroll and inspections..
- Prepare reports on problems and work performed.
- Provide instructions, demonstrations and training to assigned employees.
- Appraise performance of employees.
- Retain, schedule, and manage the services of contractors performing work in the schools.
- Maintain building safety and security to prevent unauthorized entries and hazardous conditions resulting from fires, floods, utility breaks and interruptions.
- Provide information and make recommendations on personnel actions and plant operation.
- Prepare annual budget for supplies.
- Place orders for supplies and services.
- Perform related duties as required.

SUPERVISION EXERCISED AND RECEIVED:

Receives general directions from a Level II HVAC Technician and/or Facilities Branch administrator. May supervise, train, or coordinate the work of Level 1 HVAC Technicians or other less experienced staff as assigned.

MINIMUM QUALIFICATIONS:

EXAMPLES OF REQUIRED KNOWLEDGES, SKILLS AND ABILITIES (KSA'S):

(Illustrative only. Any one position within this classification may not include all of the duties listed nor do the listed examples include all of the tasks which may be performed.)

Knowledge of:

- basic arithmetic and English.
- basics of supervision.
- operating principles and components of all types of HVAC systems.
- preventive maintenance procedures for HVAC systems and equipment installed in CPS buildings.
- State of Ohio high pressure boiler operator and stationary engineer rules and regulations.
- basics of DDC control systems, other instrumentation and controls.
- general building maintenance procedures sufficient to perform routine and emergency repair work.

Ability to:

- keep simple records and prepare simple reports.
- communicate clearly and concisely, both verbally and in writing.
- establish and maintain effective working relationships with those contacted in the course of work.
- work under stressful conditions.
- make decisions in critical situations.
- work independently in the absence of supervision.
- recognize health, safety and security problems and respond appropriately.
- keep abreast of new technology.
- acquire new skills in order to reduce dependency on other staff.
- apply mechanical principles.
- perform chemical analysis and treatment of water to maintain prescribed standards in heating and cooling systems.
- perform and supervise all manual labor related to HVAC operations.
- perform preventive maintenance and repairs, replacements, adjustments to HVAC equipment.
- evaluate HVAC systems for maintenance needs.
- provide instructions, demonstrations, and training in work to be performed.
- establish schedules and priorities.
- delegate and appraise work of employees.
- work overtime, weekends and other than normal work shift.
- seek continuing education and training in order to advance knowledge and skill in the field and in job performance.
- read and manipulate a computer workstation and keyboard.
- use and communicate via telephone, pager, and other communications devices.

REQUIRED EDUCATION AND EXPERIENCE

One year of satisfactory service as a Level 1 Technician and four years of work experience in

HVAC systems, or five years' experience maintaining, repairing, or installing HVAC systems and equipment and successful completion of the following training:

- IUOE HVAC R-II OR equivalent
- IUOE DDC Controls or equivalent
- Emergency response/Homeland Security training
- Basic electricity
- IUOE CFC or equivalent
- Blueprint reading, electrical diagrams
- IUOE-IAQ or equivalent
- Basic Supervision

OTHER REQUIREMENTS

Must have physical strength and stamina to lift, carry, support, balance, and move heavy objects. Must be able to work extended periods of time on jobs requiring above average physical stamina and strength. Must be able to lift up to 80 lbs. Must be able to use fingers and both hands, hear normal voice levels and good vision. Must be able to work indoors and outdoors. Must be able to work in enclosed, confined spaces. Must be able to work at heights on ladders and scaffoldings as much as 30 feet high. Exposure to chemicals, dust, dirt, extreme weather conditions. Must be able to work in confined spaces and isolated areas. Must be able to work in or with water on slippery or uneven surfaces, on ladders and scaffolds.

PROBATIONARY PERIOD

Six months.

Spec. Est. 8:04:JV

Revised 8/14:MEK (Updated/changes)

LEVEL II HEATING, VENTILATION AND AIR CONDITIONING (HVAC) CONTROLS TECHNICIAN CLASSIFICATION SPECIFICATION

GENERAL STATEMENT OF DUTIES:

This Level II HVAC Controls Technician position maintains and repairs HVAC building automation systems throughout the District for the Cincinnati Public Schools (CPS).

EXAMPLES OF WORK PERFORMED:

(Illustrative only. Any one position within this classification may not include all of the duties listed nor do the listed examples include all of the tasks which may be performed.)

- Evaluate HVAC systems for maintenance needs.
- Perform preventive maintenance and repairs, replacements, and adjustments to HVAC equipment.
- Employ safe work practices and follow safety guidelines established by OSHA and assigned District.
- Provide instructions, demonstrations and training in work to perform.
- Establish and follow a preventive maintenance schedule for assigned equipment.
- Establish schedules and prioritize work.
- Clean and inspect tools regularly.
- Order and maintain supplies.
- Develop work plans and schedules for the provision of services.
- As appropriate, direct or supervise the work of lower level personnel.
- Read and interpret blueprints, diagrams, specifications and manuals.
- Apply mechanical principles.
- Perform related duties as required.

SUPERVISION EXERCISED AND RECEIVED:

Receives supervision from a Technician in charge and/or a Facilities Branch administrator. May supervise, train, or coordinate the work of Level I HVAC Technicians or other less experienced staff as assigned.

MINIMUM QUALIFICATIONS

EXAMPLES OF REQUIRED KNOWLEDGES, SKILLS AND ABILITIES (KSAs)

(Illustrative only. Any one position may not require all of the listed KSAs nor do the listed examples include all the KSAs which may be required.)

Knowledge of:

- advanced computer skills.
- basic mathematics.

- basic English.
- basic supervision.
- operating principals and components of all types of HVAC systems.
- preventive maintenance procedures for HVAC systems and equipment installed in CPS buildings.
- general building maintenance procedures sufficient to perform routine emergency repair work.
- principles of good indoor air quality.

Ability to:

- keep records and prepare reports.
- perform all manual labor related to HVAC operations.
- perform chemical analysis and treatment of water to maintain prescribed standards in HVAC systems.
- keep abreast of new technology.
- acquire new skills in order to reduce dependency on other staff.
- work independently in the absence of supervision.
- work under stressful conditions.
- make decisions, especially in critical situations.
- supervise, organize and review the work of lower-level staff.
- recognize health, safety and security problems and respond appropriately.
- properly operate and maintain shop tools and equipment.
- establish and maintain effective working relationships with those contacted in the course of work, including CPS officials and the public.
- communicate clearly and concisely, both verbally and in writing.
- work overtime, weekends and other than normal shift.
- seek continuing education and training to advance knowledge and skill in this field.

REQUIRED EDUCATION AND EXPERIENCE:

Must have five (5) years of field experience and be able to demonstrate ability to operate and troubleshoot Honeywell EBI, Alerton and Tracer Summit, Delta and Tridium systems. Tridium certification is a plus.

OTHER REQUIREMENTS:

Must have a valid Driver License. Working conditions include indoor and outdoor environment; exposure to chemicals, dust, and dirt. Must be able to work in extreme weather conditions (heat and cold), confined spaces and isolated areas. Must be able to work on slippery or uneven surfaces and on ladders and scaffolds. Must have physical strength and stamina to assist with lifting, carrying, supporting, balancing and moving heavy objects or work extended periods of time on job that require above average physical stamina. Use of

fingers on both hands; hear normal voice levels and good vision. Must be able to work in enclosed confined spaces and heights on ladders and scaffoldings as high as 30 feet.

PROBATIONARY PERIOD:

Six months for new hires. Ninety days for promotions within the bargaining unit.

Spec. Est.: 6/11:MEK

Revised 8/14:MEK

LEVEL II HVAC TECHNICIAN CLASSIFICATION SPECIFICATION

GENERAL STATEMENT OF DUTIES:

Maintain heating, ventilating and air conditioning (HVAC) systems at designated buildings or multiple sites as primary responsibility. Performs general building maintenance and operations duties including snow and ice removal. Performs general clean-up as directed.

EXAMPLES OF WORK PERFORMED:

- Schedule, supervise and perform HVAC operations, and preventive maintenance, repairs and replacements.
- Makes adjustments and repairs on HVAC equipment.
- Operation and maintenance of large indoor swimming pools.
- General maintenance of buildings and grounds facilities.
- Make daily inspections for HVAC malfunctions, health, safety and security problems.
- Investigate and solve complaints and other problems.
- Prepare reports on payroll and inspections.
- Prepare reports on problems and work performed.
- Provide instructions, demonstrations and training to assigned employees.
- Appraise performance of employees.
- Retain, schedule, and manage the services of contractors performing work in the schools.
- Maintain building safety and security to prevent unauthorized entries and hazardous conditions resulting from fires, floods, utility breaks and interruptions.
- Provide information and make recommendations on personnel actions and plant operation.
- Prepare annual budget for supplies.
- Place orders for supplies and services.
- Perform related duties as required.

SUPERVISION EXERCISED AND RECEIVED:

Receives general directions from the Level II HVAC Technician in charge and/or the Facilities Branch administrator. May supervise, train, or coordinate the work of Level 1 HVAC Technicians or other less experienced staff as assigned.

MINIMUM QUALIFICATIONS:

EXAMPLES OF REQUIRED KNOWLEDGES, SKILLS AND ABILITIES (KSA'S):

(Illustrative only. Any one position within this classification may not include all of the duties listed nor do the listed examples include all of the tasks which may be performed.)

Knowledge of:

- basic arithmetic and English.
- basics of supervision.
- operating principles and components of all types of HVAC systems.
- preventive maintenance procedures for HVAC systems and equipment installed in CPS buildings.
- State of Ohio high pressure boiler operator and stationary engineer rules and regulations.
- basics of DDC control systems, other instrumentation and controls.
- general building maintenance procedures sufficient to perform routine and emergency repair work.

Ability to:

- keep simple records and prepare simple reports.
- communicate clearly and concisely, both verbally and in writing.
- establish and maintain effective working relationships with those contacted in the course of work.
- work under stressful conditions.
- make decisions in critical situations.
- work independently in the absence of supervision.
- recognize health, safety and security problems and respond appropriate.
- keep abreast of new technology.
- acquire new skills in order to reduce dependency on other staff.
- apply mechanical principles.
- perform chemical analysis and treatment of water to maintain prescribed standards in heating and cooling systems.
- perform and supervise all manual labor related to HVAC operations.
- perform preventive maintenance and repairs, replacements, adjustments to HVAC equipment.
- evaluate HVAC systems for maintenance needs.
- provide instructions, demonstrations, and training in work to be performed.
- establish schedules and priorities.
- delegate and appraise work of employees.
- work overtime, weekends and other than normal work shift.
- seek continuing education and training in order to advance knowledge and skill in the field and in job performance.
- use a computer.
- use and communicate via telephone, cellular phone or other communications devices.

REQUIRED EDUCATION AND EXPERIENCE

Must have satisfactory service as a Level 1 or 1A Building Engineer, and four years of work experience in HVAC systems, or five years' experience maintaining, repairing, or installing

HVAC systems and equipment and successful completion of the following training:

- IUOE HVAC R-II OR equivalent
- IUOE DDC Controls or equivalent
- Emergency response/Homeland Security training
- Basic electricity
- IUOE CFC or equivalent
- Blueprint reading, electrical diagrams
- IUOE-IAQ or equivalent
- Basic Supervision

OTHER REQUIREMENTS

Must have physical strength and stamina to lift, carry, support, balance, and move heavy objects. Must be able to work extended periods of time on jobs requiring above average physical stamina and strength. Must be able to lift up to 80 lbs. Must be able to use fingers and both hands, hear normal voice levels and good vision. Must be able to work in enclosed confined spaces. Must be able to work at heights on ladders and scaffoldings as much as 30 feet high. Exposure to chemicals, dust, dirt, extreme weather conditions. Must be able to work in or with water on slippery or uneven surfaces, on ladders and scaffolds.

PROBATIONARY PERIOD

Six months for new hires. Ninety days for promotions within the bargaining unit.

Est. 8:04:JV
Revised 9/12:MEK (Revised and Updated Format)
" 8/14:MEK (Revised)

LEVEL II HEATING, VENTILATION AND AIR CONDITIONING (HVAC) CHILLER TECHNICIAN CLASSIFICATION SPECIFICATION

GENERAL STATEMENT OF DUTIES:

This Level II HVAC Chiller Technician position maintains and repairs HVAC chillers and affiliated equipment throughout the District for the Cincinnati Public Schools (CPS).

EXAMPLES OF WORK PERFORMED:

(Illustrative only. Any one position within this classification may not include all of the duties listed nor do the listed examples include all of the tasks which may be performed.)

Evaluate HVAC systems for maintenance needs.

Perform preventive maintenance and repairs, replacements, and adjustments to HVAC equipment.

Employ safe work practices and follow safety guidelines established by OSHA and assigned District.

Provide instructions, demonstrations and training in work to perform.

Establish and follow a preventive maintenance schedule for assigned equipment.

Establish schedules and prioritize work.

Clean and inspect tools regularly.

Order and maintain supplies.

Develop work plans and schedules for the provision of services.

As appropriate, direct or supervise the work of lower level personnel.

Read and interpret blueprints, diagrams, specifications and manuals.

Apply mechanical principles.

Perform related duties as required.

SUPERVISION EXERCISED AND RECEIVED:

Receives supervision from a Technician in charge and/or a Facilities Branch administrator.

May supervise, train, or coordinate the work of Level I HVAC Technicians or other less experienced staff as assigned.

MINIMUM QUALIFICATIONS

EXAMPLES OF REQUIRED KNOWLEDGES, SKILLS AND ABILITIES (KSAs)

(Illustrative only. Any one position may not require all of the listed KSAs nor do the listed examples include all the KSAs which may be required.)

Knowledge of:

- advanced computer skills.
- basic mathematics.
- basic English.

- basic supervision.
- operating principals and components of all types of HVAC systems.
- preventive maintenance procedures for HVAC systems and equipment installed in CPS buildings.
- general building maintenance procedures sufficient to perform routine emergency repair work.
- principles of good indoor air quality.

Ability to:

- keep records and prepare reports.
- perform all manual labor related to HVAC operations.
- perform chemical analysis and treatment of water to maintain prescribed standards in HVAC systems.
- keep abreast of new technology.
- acquire new skills in order to reduce dependency on other staff.
- work independently in the absence of supervision.
- work under stressful conditions.
- make decisions, especially in critical situations.
- supervise, organize and review the work of lower-level staff.
- recognize health, safety and security problems and respond appropriately.
- properly operate and maintain shop tools and equipment.
- establish and maintain effective working relationships with those contacted in the course of work, including CPS officials and the public.
- communicate clearly and concisely, both verbally and in writing.
- work overtime, weekends and other than normal shift.
- seek continuing education and training to advance knowledge and skill in this field.

REQUIRED EDUCATION AND EXPERIENCE:

Must be factory trained in at least one, preferably two of the following chiller manufacturers equipment, factory certification is a plus; York, Trane, McQuay. The types of chillers one would be responsible for include but are not limited to; YCAV, YCAA or equivalent, Millennium, Latitude, RTAC, RTAU, RTWA, CHVE, AGS, WGS, and ALS. Must be proficient with the following control systems; Optiview, CH530, TechView, Micro-Tech. Ability to make programming changes through Honeywell Tridium AX program, AX certification is a plus.

OTHER REQUIREMENTS:

Must have a valid Driver License. Working conditions include indoor and outdoor environment; exposure to chemicals, dust, and dirt. Must be able to work in extreme weather conditions (heat and cold), confined spaces and isolated areas. Must be able to work on slippery or uneven surfaces and on ladders and scaffolds. Must have physical strength and

stamina to assist with lifting, carrying, supporting, balancing and moving heavy objects or work extended periods of time on job that require above average physical stamina. Use of fingers on both hands; hear normal voice levels and good vision. Must be able to work in enclosed confined spaces and heights on ladders and scaffoldings as high as 30 feet.

PROBATIONARY PERIOD:

Six months for new hires. Ninety days for promotions within the bargaining unit.

Spec. Est.: 6/11:MEK

Revised 8/14:MEK

REFRIGERATION TECHNICIAN CLASSIFICATION SPECIFICATION

GENERAL STATEMENT OF DUTIES:

This position performs preventive maintenance, diagnoses problems, repairs, and adjusts and/or replaces defective and worn components in refrigeration units, ranging from large industrial-size coolers and freezers, including several walk-in units, to portable food and beverage coolers, in the school lunchrooms. Troubleshoots, identifies and corrects malfunctions in a timely manner in order to prevent loss of perishable foods. Dismantles and reassembles units as needed. Maintains adequate inventory of parts and supplies.

EXAMPLES OF WORK PERFORMED:

- Plans and perform preventive maintenance on refrigeration units (ranging from large industrial-size coolers and freezers, including several walk-in units in school lunchrooms.
- Performs inspections and observation of refrigeration units and reviews maintenance records and manufacturers literatures to determine need for repairs, adjustments and/or replacements of parts and components.
- Dismantles, repairs and reassembles refrigeration units; in some cases, rebuilding needed parts or components.
- Inspects temperature control units and makes adjustments and/or replacements of defective or worn parts as needed and components to assure proper temperature levels in refrigeration units.
- Inspects temperature control units and makes adjustments, repairs and/or replacements of defective or worn parts, as needed to assure proper temperature levels in refrigeration units.
- Maintain appropriate stock inventory of parts and supplies, submitting requisitions to maintain adequate inventory to order non-stocked parts and supplies.
- Perform related duties as required.

SUPERVISION EXERCISED AND RECEIVED:

Receives general direction from an administrative supervisor, however, expected to perform day-to-day routine assignments with minimum supervision.

MINIMUM QUALIFICATIONS:

EXAMPLES OF REQUIRED KNOWLEDGES, SKILLS AND ABILITIES (KSA'S):

(Illustrative only. Any one position within this classification may not include all of the duties listed nor do the listed examples include all of the tasks which may be performed.)

Knowledge of:

- basic English sufficient to read and understand technical documents relating to work performed.
- basic mathematics sufficient to perform electrical computations.

- basic electricity including standard symbols used in the field, motors, controls, measuring instruments and diagrams.
- refrigerants and refrigeration systems.
- refrigeration mechanics, including use of hand tools, power tools, measuring instruments and tubing and piping.

Ability to:

- express oneself clearly and concisely, both verbally and in writing.
- read and understand technical documents and diagrams relating to work performed.
- diagnose problems using measuring devices, such as voltmeter, ohmmeter, ammeter.
- diagnose problems by listening to or physically inspecting malfunctioning components.
- determine type and extent of repair or replacement needed.
- perform required working a timely manner, in order to prevent loss of perishable food items, using measuring instruments, hand tools, power tools, soldering iron and hand torch.
- disassemble and reassemble refrigeration units to perform required repairs, adjustments and/or replacement of defective and/or worn parts and components.
- establish an effective preventive maintenance schedule and perform routine preventive maintenance.
- keep abreast of new technology in the field.
- work overtime, including occasional weekends and holidays, to meet work requirements.
- establish and maintain good work relationships with those contacted in the course of work.

REQUIRED EDUCATION AND EXPERIENCE:

Must have three years of work experience in maintenance and repair of commercial refrigeration units, with extensive experience on large industrial-size coolers and freezers, including walk-in units.

OTHER REQUIREMENTS:

This is a sensitive classification, therefore applicants for appointments must pass a security clearance, which includes a check of employment references and criminal records. Must have a valid Driver's license and be able to provide own means of transportation to perform required work (mileage reimbursement provided. Must have physical dexterity, stamina and strength to perform required work. Must have good vision and hearing sufficient to identify problems by sign and/or sound. Must have color vision to identify and interpret color codes in electrical writing. Must be able to use fingers and both hands to handle small fittings and to do precise work inside electrical and electronic equipment and components. Must be capable of hearing normal voice levels and seeing handwritten, typed and printed documents. Exposure to extreme cold, work with electrical equipment, tools and components.

PROBATIONARY PERIOD:

Six months.

Spec. Est. 2/91:EOL

Revised 7/91:MST

“ 10/99:MST (change to current standard format only)

“ 8/14:MEK (Update format)

AUTOMOTIVE MECHANIC FOREMAN CLASSIFICATION SPECIFICATION

GENERAL STATEMENT OF DUTIES:

This position performs general and preventive maintenance and repairs on automotive and other motorized equipment. Diagnoses equipment malfunctions and determines and performs appropriate action.

EXAMPLES OF WORK PERFORMED:

(Illustrative only. Any one position within this classification may not include all of the duties listed nor do the listed examples include all of the tasks which may be performed.)

- Diagnose causes of equipment or parts malfunctions and determines appropriate action.
- Perform repairs by removing, dismantling, rebuilding, fabricating, replacing and/or repairing worn, broken or defective parts, or by adjusting loose, too tight or incorrectly set parts.
- Perform preventive maintenance to assure operation at maximum efficiency.
- Drives service vehicle to scene of stranded or inoperative automotive equipment and perform emergency repairs or service and/or arrange for tow back to garage.
- Maintain clean, orderly and safe work area, free of debris, spilled fluids, tools and equipment which are not being used.
- Perform in a Automotive Mechanic Foreman status when designated as such, responsible for overall operation of the garage.
- Perform related duties as required.

SUPERVISION EXERCISED AND RECEIVED:

Receive general supervision from a designated Automotive Mechanic Foreman or an administrative supervisor. However, expected to perform in the job with minimal supervision. May provide technical or functional directions to lower level, new or recently transferred employees.

MINIMUM QUALIFICATIONS

EXAMPLES OF REQUIRED KNOWLEDGES, SKILLS AND ABILITIES (KSAs)

(Illustrative only. Any one position may not require all of the listed KSAs nor do the listed examples include all the KSAs which may be required.)

Knowledge of:

- mechanics.
- hand and power tools, testing instruments and other equipment used in repairing and servicing automotive and other motorized equipment.
- operation and repair characteristics of a variety of automotive and other motorized

- equipment.
- diagnosing and troubleshooting techniques on such equipment.
 - preventive maintenance on such equipment.
 - various components, parts, and fluids of such equipment sufficient to perform jobs handled by the garage.

Ability to:

- read and comprehend technical manuals and diagrams.
- diagnose problems by listening to and physically inspecting or listening to oral descriptions of malfunctioning equipment.
- use hand and power tools, testing instruments and other equipment in repairing and servicing automotive and other motorized equipment.
- operate the equipment being repaired or serviced, receiving minimal instructions when necessary.
- determine types and extent of repairs and services required.
- plan and organize work to minimize job delays.
- perform required jobs.
- instruct others in diagnosing and performing required jobs.
- work and/or deal with all types of people.
- keep up with new technology.
- communicate verbally and in writing so that both technical and non-technical persons can understand.

REQUIRED EDUCATION AND EXPERIENCE:

Must have 3 years of experience in automotive repair work, at least one year of which was within the past three years.

OTHER REQUIREMENTS:

Must have a valid Ohio Class A Commercial Driver's License. Must be willing to work shifts other than business hours including nights, weekends, and holidays. It is desirable to possess an ASE certification from the National Institute for Automotive Service Excellence. Must pass a security clearance which includes a check of employment references and criminal records. Exposure to hot, cold and inclement weather, to dust, rust and dirt, to sharp metal edges, to high levels of noise, slippery and oily floors, electrical wires, tools and equipment. Must have physical condition necessary for kneeling, stooping and laying on back for long periods of time, physical dexterity, stamina and strength to lift and balance heavy weights, sometimes in excess of 50 pounds. Must possess good hearing and good vision to identify problems by differences in sounds and sight and color vision to see color codes in electrical wiring.

PROBATIONARY PERIOD:

Six months.

Spec. Est. 9/57:NB

Revised 2/62:JLB

“ 7/64:JLB

“ 1/70:JLB

“ 1/75:TEE

“ 10/86”MST (Also, title change from Automotive Repairman)

“ 7/99:MST (format change only)

“ 8/04:JV

“ 8/14:MEK (Updated Format)

ALARM INSTALLER AND REPAIRMAN CLASSIFICATION SPECIFICATION

GENERAL STATEMENT OF DUTIES:

This employee installs, maintains, test and repairs electronic security and monitoring systems.

EXAMPLES OF WORK PERFORMED:

(Illustrative only. Any one position within this classification may not include all of the duties listed nor do the listed examples include all of the tasks which may be performed.)

- Installs, maintains, test and repairs electronic security systems, following blueprints and manufacturers' specifications, and using hand and power tools and testing instruments, such as volt-ohmmeter, signal generator and continuity checker.
- Strings wires, attaches sensing devices such as door switches, electric eyes, and microwave and ultrasonic detection devices.
- Reads electrical diagrams and building maps and drawings to establish installation locations and procedures.
- Tests faulty equipment to diagnose cause of malfunctions and/or locate defects, replacing defective components and wires, adjusting mechanical parts, aligning, adjusting and calibrating equipment according to specifications, and maintaining records of all such activities.
- May be assigned to installation and repair of other electronic devices, such as heating and air conditioning monitoring systems.
- Perform related duties as required.

SUPERVISION EXERCISED AND RECEIVED:

Receives general direction from an administrative supervisor, however, expected to perform day-to-day routine assignments with minimum supervision.

MINIMUM QUALIFICATIONS

EXAMPLES OF REQUIRED KNOWLEDGES, SKILLS AND ABILITIES (KSAs)

(Illustrative only. Any one position may not require all of the listed KSAs nor do the listed examples include all the KSAs which may be required.)

Knowledge of:

- basic electricity and electronics.
- building construction.
- care and use of hand and power tools and various testing instruments
- the usual safety precautions in electrical work.

Ability to:

- understand and follow detailed and technical instructions.

- work and communicate effectively with all types of people.
- keep abreast of new technology in the field of electronics.
- care for and use various power tools and testing instruments.
- drive a passenger vehicle.
- maintain calm disposition when dealing with emergencies and with individuals in difficult contact situations.
- troubleshoot malfunctions in the system to diagnose cause and to locate defects, and to make proper adjustments and/or repairs.
- work overtime irregular hours and other than day shift to accommodate work assignments and special situations.

REQUIRED EDUCATION AND EXPERIENCE:

Must have a High School Diploma or GED, plus three years of work experience in electrical or electronic maintenance, at least two years of which must have been in installation and/or repair of electronic security systems. Six months of the work experience requirement may be waived for completion of an accredited program in fundamentals of electricity or electronics.

OTHER REQUIREMENTS:

Must have a valid Driver's license. Must possess mechanical aptitude, manual dexterity and ability to climb and to work from ladders 10 to 15 feet above ground level, and to work in cramped quarters. This employee must be trusted with master keys and access to secured areas. Indoor and outdoor environment and exposure to hot, cold and inclement weather. Must be able to work in confined spaces and isolated areas. Must be able to work on ladders 12 to 15 feet above ground level and work with electrical wires and equipment. Must be in physical condition necessary for kneeling, stooping and laying on back for long periods of time for climbing and/or working on ladders. Must be able to work in cramped quarters, manual dexterity in the use of fingers and both hands, hear normal voice levels and good vision and color vision to see color codes in electrical wiring. This is a sensitive classification, therefore applicants for appointment must pass security clearance, which includes a check of employment references and criminal records.

PROBATIONARY PERIOD:

Six months.

Spec. Est. 7/81:MST
Revised 7/99:MST (format change only)
 " 8/14:MEK (Updated Format)

APPENDIX B - Salary Schedules

Effective July 1, 2014 through June 30, 2017

Position	Service Period	Salary Steps (2014)				
		Step 1	Step 2	Step 3	Step 4	Step 5
Building Engineer Level 1	52 Wks.	\$1,560.55	\$1,602.26	\$1,649.53	\$1,692.17	\$1,738.49
	Hr.	\$ 19.51	\$ 20.02	\$ 20.62	\$ 21.16	\$ 21.73
Building Engineer Level 1A	52 Wks.	\$1,883.97	\$1,924.75			
	Hr.	\$ 23.55	\$ 24.05			
Building Engineer Level 2	52 Wks.	\$2,270.41	\$2,322.30			
	Hr.	\$ 28.38	\$ 29.03			
HVAC BAS Controls Technician Level 2	52 Wks.	\$2,270.41	\$2,322.30			
	Hr.	\$ 28.38	\$ 29.03			
HVAC District Technician Level 2	52 Wks.	\$2,270.41	\$2,322.30			
	Hr.	\$ 28.38	\$ 29.03			
HVAC Chiller Technician Level 2	52 Wks.	\$2,270.41	\$2,322.30			
	Hr.	\$ 28.38	\$ 29.03			
Refrigeration Technician	52 Wks.	\$2,270.41	\$2,322.30			
	Hr.	\$ 28.38	\$ 29.03			
Automotive Mechanic Foreman	52 Wks.	\$2,010.00	\$2,055.43			
	Hr.	\$ 25.12	\$ 25.69			
Alarm Installer	52 Wks.	\$1,883.97	\$1,924.75			
	Hr.	\$ 23.55	\$ 24.05			

(1.) Employees in the above classifications shall be eligible for a thirty-five cents (\$0.35) per hour longevity increment for twenty (20) or more years of services, five cents (\$0.05)

additional to forty cents (\$0.40) per hour total for twenty-five (25) years of service, and five cents (\$0.05) additional to forty-five cents (\$0.45) per hour total for thirty (30) years of service. This increment shall be granted once a year to employees who complete twenty (20), twenty-five (25) or thirty (30) years of service by September 30.

(2.) Eligible to receive an additional twenty-eight dollars (\$28.00) biweekly when assigned to the maintenance crew. Employees shall be eligible for an additional ten dollars (\$10.00) after two (2) years on the maintenance crew.

(3.) A HVAC Technician designated as "in charge" will receive an additional twenty-four dollars (\$24.00) biweekly.

(4.) Whenever it becomes necessary to establish regular work shifts, all employees assigned to shifts shall be paid a shift differential of forty-five cents (\$0.45) per hour in addition to the day rate for shifts which end between the hours of 6:00 p.m. and 9:00 p.m.

(5.) Provided CPS' funding remains stable, a 2% raise will become effective July 1, 2015.

NOTE - Hourly rates shown are derived from the biweekly rate and, therefore, may be rounded to the nearest cent.

**APPENDIX C - Local 20 Non-Member Fair Share Payments, Implementation Program and
Appeal Procedure**

1. Fair Share Fee Determination

Prior to the commencement of each calendar year, Local 20 shall obtain an independent audit from a certified accountant selected from a list of three certified accountants with offices in Cincinnati, Ohio, submitted to Local 20 upon written request, by the Board. The selected independent auditor shall continue to serve unless a new selection process is initiated, in writing by Local 20. The accountant will prepare a detailed analysis and audit of Local 20's expenditures in the preceding calendar year, verifying that portion of Local 20's union dues which may be appropriately charged to non-members through fair share fee under federal and state law.

Prior to the commencement of each calendar year, Local 20 shall set the fair share fee for the upcoming calendar year, in strict conformity with the audit and report of the accountant described above, and Local 20's anticipated collective bargaining expenditures for the coming year. Local 20 shall communicate the fair share amount to the Board at least fourteen (14) days prior to the issuance of the first pay check to employees at the beginning of each calendar year.

2. Notification to Non-Members of Fair Share Fee and Right to Appeal

Local 20 shall prepare, date, and distribute prior to the distribution of the first paycheck to employees in January of each calendar year a notice to non-members which shall be distributed and published as required in the agreement between Local 20 and the Board. The notice shall incorporate

the accountant's audit including an identification of those amounts considered to be chargeable to non-members, pursuant to federal and state law, and shall describe the rights of non-members to object to the amount of the fair share fee set by Local 20.

3. Filing Objections to Fair Share Payments

Any non-member employee making fair share payments may object to the fair share calculation on grounds that the fee charged is contrary to state or federal law. Any such objection may be made by the objector individually by sending a letter addressed to the Business Manager of Local 20, 1216 E. McMillan Street, Room 202, Cincinnati, OH 45206, stating any objections, the desire to invoke Local 20's internal appeal procedure, and the objector's address and bearing the objector's signature. The letter must be postmarked or delivered at any time after notice by Local 20 of the amount of the fee, as required by the collective bargaining agreement, but before the sixtieth (60th) day following the first deduction of the fee from the objecting non-member's earnings.

4. Escrow Arrangements

Upon Local 20's receipt of a letter invoking their procedure, Local 20 shall deposit in an escrow account, separate from all other Local 20 funds, the amount of the fee received on behalf of the objector that is fairly placed at issue by any objection stated in the letter. Local 20 shall furnish the objector with independent verification of the terms of the escrow account. The escrow account will be established with and maintained by a federally insured commercial bank with offices in Cincinnati, Ohio, and the escrow agreement shall provide that the escrow account will be interest bearing at the highest available rate; that the escrowed funds remain intact until the

final disposition is provided and that the escrowed funds will terminate and the fund therein be distributed by only the terms of an ultimate award, determination, or judgment including any appeals or by the terms of a mutually agreed settlement between Local 20 and any objector(s).

5. Appeal Procedure

Within ninety (90) days following the first deduction of the agency fee from the paychecks of objecting non-members at the beginning of each calendar year, Local 20 shall meet to consider all written objections received by Local 20 and may respond to such objectives by either voluntarily reducing the agency fee for all non-members, or by notifying the objectors that the agency fee will remain as originally calculated. The decision of Local 20 shall be dated and reported in writing to all objectors. Within such ninety (90) day period, Local 20 shall provide to the American Arbitration Association (AAA), copies of all objections received to date during the calendar year, and Local 20 shall request the AAA to commence arbitration proceedings pursuant to the AAA's Rules for Impartial Determination of Union Fees.

Thereafter, the AAA will appoint an arbitrator, select a hearing date, and otherwise administer the arbitration proceeding in accordance with such Rules.

To the extent possible, the arbitrator shall schedule the arbitration during hours after the regular work day, or on weekends or holidays, so as to avoid disruption of the participant's performance of their regular duties for the Board.

6. Arbitration Proceedings

The fees and any expense of the arbitrator and the cost of Reproducing records agreed to or ordered by the arbitrator shall be borne by Local 20. Any party may record or transcribe the hearing at its own cost.

Non-members who do not object to the agency fee shall not be entitled to any portion of escrowed funds, not shall non-objectors be entitled to any rebate of agency fees already paid, should the arbitrator order a reduction or the agency fee for the year in question. If the arbitrator rules that the fee should be reduced, the agency fees paid by all non-members from that date forward in the calendar year shall be reduced accordingly.

Local 20 shall not be responsible for the payment of any lost wages or compensation incurred by objectors as a result of participating in the arbitration.

The decision of the arbitrator with respect to the objections made to the agency fee will be final and binding all parties.

7. Objections Received from Newly Hired Employees During the Calendar Year

Newly hired employees are obliged under the collective bargaining agreement to commence the payment of the fair share fee with the first paycheck due following the sixtieth (60th) day after initial employment. Such new hired employees may exercise their right to object by following the objection procedure described above within sixty (60) days of their first fair share fee payroll deduction. Upon receipt of such objection, Local 20 shall forward the objector's name to AAA, for the purpose of consolidation of such objection with any ongoing arbitration, and Local 20 shall also commence and escrow of the appropriate amount of the objector's fair share fee.

If the objection is forwarded to AAA subsequent to the commencement of a fair share fee

arbitration hearing during the ongoing calendar year, then the objector's fair share fee shall continue to be escrowed until such time as the objector has an opportunity to participate in the subsequent year's arbitration. In the alternative, such objectors may agree in writing to accept the results of the current year's arbitration, and upon such agreement, any funds escrowed for such objector shall be distributed in accordance with that arbitration decision.

8. Arbitration Award

The arbitrator shall issue a written award, based on the evidence and relevant provisions of the collective bargaining agreement and federal state law, determining whether the fair share fee was appropriately calculated and, if not, what the appropriate calculation should have been. The award shall be final and binding on all parties. The applicable escrow funds and the interest accrued thereon shall be disbursed pursuant to the award unless an action for judicial review, or review by SERB, is filed and served within thirty-five (35) days of the date of the award.

9. Religious Objections to Fair Share Fees

Any objections to the payment of fair share fees based upon Religious beliefs shall be handled in accordance with O.R.C. 4117.09 (c), which provide:

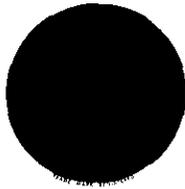
"Any public employee who is a member of and adheres to established and traditional tenets or teaching of a bona fide religion or religious body which has theatrically held conscientious, objections to joining or financially supporting any employee organization and which is exempt from taxation under the provisions of the Internal Revenue Code, shall not be required to join or financially support any employee organization as a condition of employment. Upon submission of proper proof of religious conviction to the State Employment Relations Board, the Board shall declare the employee exempt from becoming a member of or financially supporting an employee organization. The employee shall be required in lieu of the fair share fee, to pay an amount of money equal to such fair share fee to a non-religious charitable fund,

exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code, mutually agreed upon by the employee and representative of the employee organization to which the employee would otherwise be required to pay the fair share fee. The employee shall furnish to the employee organization written receipts evidencing such payments, and failure to make such payments, or furnish such receipts shall subject the employee to the same sanctions as would non-payment of dues under applicable collective bargaining agreement.”

APPENDIX D - Building Engineer Position Classification by School

Building Name	Current Address	BE
Aiken College & Career High School	5641 Belmont Ave	2
AMIS	1908 Seymour Ave	1
AWL	2030 Fairfax Avenue	1
Bond Hill	1510 California Ave	1
Carson	4323 Glenway Avenue	1
Chase	4151 Turrell St	1
Cheviot	4040 Harrison Ave	1
Clark	3030 Erie Ave	1
College Hill	1625 Cedar Ave	1
Covedale	5130 Sidney Road	1
Dater High School (See Western Hills HS)	2146 Ferguson Rd	NA
Dater Montessori	2840 Boudinot Ave	1A
Douglass (New)	2627 Park Avenue	1
Ed Center	2651 Burnet Avenue	2
Ethel Taylor	1930 Fricke Avenue	1
Evanston Academy	1835 Fairfax Ave	1
Fairview/Clifton	3689 Clifton Ave	1
Hartwell	8320 Vine St	1
Hays	1030 Cutter	1
Hughes Center	2515 Clifton Ave	2
Hyde Park	3401 Edwards Rd	1
James N. Gamble Montessori	2601 Westwood Northern	1
John P. Parker	5051 Anderson Place	1
Kilgour	1339 Herschel Ave	1
Midway Academy	3156 Glenmore Avenue	1
Mt Washington	1730 Mears Ave	1
Mt. Airy	5730 Colerain Ave	1
North Avondale	615 Clinton Springs Ave	1

Building Name	Current Address	BE
Oyler	2121 Hatmaker St	1A
Parker Woods Montessori	4370 Beech Hill Ave	1
Pleasant Hill Academy	1350 W. North Bend Ave	1
Pleasant Ridge	5945 Montgomery Rd	1
R.A. Taft HS	420 Ezzard Charles Dr	1A
Rees E. Price Academy	1228 Consadine Avenue	1
Riverview East(East End)	3555 Kellogg Avenue	1
Roberts Paideia	1702 Grand Avenue	1
Rockdale Academy	335 Rockdale Avenue	1
Roll Hill Academy	2411 Baltimore Avenue	1
Roselawn Condon	7735 Greenland Pl	1A
Rothenberg Prep	241 East Clifton Ave	1
Sands Montessori	6421 Corbly St	1
Sayler Park	6700 Home City Ave	1
School for Creative and Performing Arts	108 W Central Pky	2
Shroder	5030 Duck Creek Road	1A
Silverton	7451 Montgomery Road	1
South Avondale	636 Prospect Pl	1
Spencer	2825 Alms Place	1
Virtual HS (QCVC)	425 Ezzard Charles Drive	1
Walnut Hills High School	3250 Victory Pkwy	2
Western Hills University High School	2144 Ferguson Rd	2
Westwood	2981 Montana Ave	1
Winton Hills Academy	5310 Winneste Avenue	1
Withrow High School	2488 Madison Rd	2
Wm H.Taft Elementary	270 Southern Ave	1
Woodford Paideia	6065 Red Bank Rd	1
Woodward	7005 Reading Road	2



International Union of Operating Engineers

LOCAL 20 • SERVING THE ENGINEERS OF GREATER SOUTHWESTERN OHIO
1150 W. EIGHTH STREET, SUITE 205 • CINCINNATI, OHIO 45203

AFL-CIO

Phone ★
(513) 751-1671 ★
Fax
(513) 751-2551

RICHARD GERREIN
Business Manager and Financial Secretary

November 5, 2014

State of Ohio
State Employment Relations Board
65 East State Street, 12th Floor
Columbus, Ohio 43215-4213

2014 NOV 10 PM 3:14
STATE EMPLOYMENT
RELATIONS BOARD

RE: Recent Completed Bargaining Unit Agreements

Dear Sir or Madam:

Enclosed you will find your copy of the extension for the current Collective Bargaining Agreements between the International Union of Operating Engineers, Local 20 and the Board of Education (Cincinnati) and the Hamilton County Board of Commissioners. Feel free to contact us if you have any questions or need additional information.

Sincerely,

Vanessa Davis
Secretary

VAD

Encl.