

10-136

STATE EMPLOYMENT
RELATIONS BOARD

2014 OCT 17 PM 2:25

Collective Bargaining Agreement

between

ROCKSTOWN BOARD OF EDUCATION

and

AFTSME Local No. 1143-C

January 1, 2014

through

December 31, 2016

2014 OCT 17 PM 2:25

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Article I

PREAMBLE

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

Article II

RECOGNITION

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

Article III

DUES DEDUCTIONS AND FAIR SHARE FEE

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



3.06 Dues Checkoff and Fair Share Fee.

The Employer will deduct voluntary contributions to the American Federation of State, County, and Municipal Employee International Union's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of an employee upon receipt of an individual written authorization card voluntarily executed by the employee.

The contribution amount will be certified to the Employer by the Union. Monies shall be remitted to the Union within five (5) days to fifteen (15) days of the date they are deducted. Payment shall be made to the Treasurer of PEOPLE and transmitted to AFSCME, AFL-CIO, P.O. Box 65334, Washington, D.C. 20035. The payment will be accompanied by an alphabetical list of the names of those employees from whom a deduction was made and the amount of the deduction. This list must be separated from the list of employees who had union dues deducted and the list of employees who had fair share fees deducted.

An employee shall have the right to revoke such PEOPLE authorization at any time by giving written notice to the Employer and to the Union.

The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

All PEOPLE contributions shall be made as deductions separate from dues and fair share fee deductions.

Article IV MANAGEMENT RIGHTS

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

- a) Determine matters of inherent managerial policy that include but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure
- b) Direct, supervise, evaluate, or hire employees
- c) Maintain and improve the efficiency and effectiveness of governmental operations
- d) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted



- e) Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees
 - f) Determine the adequacy of the work force
 - g) Determine the overall mission of the employer as a unit of government;
 - h) Effectively manage the work force
 - i) Take actions to carry out the mission of the public employer as a governmental unit.
- 4.02** In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer. In the event there is a conflict between this Article and the remaining provisions of this Agreement, the remaining provisions shall control.

Article V NO STRIKE - NO LOCKOUT

- 5.01** The parties to this Agreement recognize that the procedures set forth herein shall serve as a means for the peaceful resolution of all disputes, which arise during the term of this Agreement. Therefore, for the life of this Agreement, the parties agree to the following:
- a) Union Does hereby affirm and agree that it will not either directly or indirectly call, sanction, encourage, finance, or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, refusal to cross any picket lines due to any strike by a union representing other employees of the Employer, or other concerted interference with or the withholding of services from the Employer.
 - b) The Employer does hereby affirm and agree that its agents or representatives will not authorize, instigate, cause and/or condone the lockout of any employee.

Article VI NON-DISCRIMINATION

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

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Article VII PROBATIONARY PERIOD

- 7.01** The probationary period for all newly hired employees shall not exceed six (6) months. Newly hired employees shall have no seniority during probationary period; however, upon completion of the probationary period, seniority shall start from date of hire.
- 7.02** The Employer shall have the sole discretion to discipline or discharge probationary employees and any such action shall not be appealable through any Grievance or Arbitration Procedure herein contained, or to any Civil Service Commission.

Article VIII SENIORITY

- 8.01** Seniority shall be defined as an employee's uninterrupted length of continuous employment with the Employer. A probationary employee shall have no seniority until he satisfactorily completes the probationary period which will be added to his total length of continuous employment.
- 8.02** An employee's seniority shall be terminated when one or more of the following occur:
- a) He/She resigns
 - b) He/She is discharged
 - c) He/She is laid off for a period of time exceeding 24 (twenty-four) months
 - d) He/She retires
 - e) He/She fails to report for work for more than three (3) working days without having given the Employer advance notice of his pending absence, unless he is physically unable to do so as certified by the appropriate authority
 - f) He/She becomes unable to perform his/her job duties due to illness or injury and is unable to return to work upon the expiration of any leave applicable to him/her
 - g) He/She refuses to recall or fails to report to work within seven (7) working days from the date the Employer sends the employee a recall notice
 - h) Works less than 24 hours bi-weekly for six (6) consecutive working months

Article IX SENIORITY AND JOB ASSIGNMENT

- 9.01** Any bargaining unit member who works an average of twenty-four (24) hours bi-weekly or more shall be entitled to seniority rights. Seniority rights commence from the first day of pay received from the Employer as a regular part-time employee.
- 9.02** Additional hours of work, when they become available, shall be bid by mail to all bargaining unit members and awarded by bargaining unit seniority.
- 9.03** In the event the employer finds it necessary to eliminate a Security Positions and/or hours for lack of work or lack of funds, the following procedure shall apply:



- a) Meet and discuss reduction with AFSCME President no later than thirty (30) days prior to implementation.
- b) Affected security officers who are assigned to a school shall bump the least senior bargaining unit officer at the same number of scheduled hours as the displaced officer if his/her seniority will allow and so long as he/she is able to adhere to the same schedule held by the displaced officer.
- c) If the affected officer is not able to bump a bargaining unit officer pursuant to 9.03 b, then he/she may bump any less senior-non bargaining unit officer.
- d) If the affected officer is assigned to a vehicle and bumping would remove him/her from the bargaining unit, he/she may split a shift with another officer assigned to a vehicle, so long as both officers agree in writing submitted to and acknowledged by the Employer's Chief of Security. Once made, such agreement shall not be rescinded until either of their positions is vacated by either of them.

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

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

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

Article X TRANSPORTATION OF STUDENTS

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

Article XI SICK LEAVE

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



- a) Illness or injury to the employee
 - b) Exposure by the employee to a contagious disease communicable to other employees; and/or
 - c) Serious illness, injury or death in the employee's immediate family
- 11.02** All employees shall earn sick leave at the rate of .05777 per hour worked, not to exceed 10 (ten) hours per month
- 11.03** An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore at least one (1) hour before the start of his work shift each day he is to be absent.
- 11.04** Sick leave may be used in segments of not less than one (1) hour.
- 11.05** Before an absence may be charged against accumulated sick leave, the Department Head may require proof of illness, injury or death, or may require the employee to be examined by a physician designated by the Department Head and paid by the Employer. In any event, an employee absent for five (5) or more days must supply a physician's report to be eligible for paid sick leave.
- 11.06** If an employee fails to submit adequate proof of illness, injury or death upon request, or in the event that upon such proof as is submitted or upon the report of medical examination, the Department Head, at his discretion, find there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may, at the Department Head's discretion, be considered an unauthorized leave and shall be without pay. Absence for a death in the family shall not exceed five (5) regularly scheduled days in any calendar week.
- 11.07** When an employee returns to work with the approval of his family physician and the Board refers him to the school physician who does not concur with the ruling of the employee's attending physician, a neutral physician will be selected by the employee's attending physician and the Board's physician. The neutral physician's decision will be final and binding on both parties.
- 11.08** When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, children, parents or person actually residing with the employee. When use of sick leave is due to death in the immediate family, "immediate family" shall be defined to only include the employee's parents, grandparents, spouse, spouse's parents, child, brother, sister, or person in loco parentis.
- 11.09** Upon the retirement of an employee who has not less than five years of continuous employment with the Employer and who has qualified for retirement benefits from a State of Ohio public employee retirement system, such employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement multiplied by one-half

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the total number of accumulated but unused sick hours earned by the employee, providing that such resulting number of hours to be paid shall not exceed 920 (nine hundred twenty) hours.

- 11.10** Notwithstanding any other provision of law, rule or regulation, no employee covered under this Agreement will be able to transfer and/or utilize any sick leave accumulated with another employer for the purposes of paid sick leave with the Employer or any form of severance pay upon retirement.
- 11.11** A regular part-time employee, after having exhausted sick leave, personal leave, or training time, may report off without pay no more than sixteen (16) hours per month without the prior approval of the Chief of Security. Illness or injuries for which the employee is on an FMLA leave for either Youngstown Schools or any other employer shall not count towards the sixteen (16) hours per month limit.

Article XII HEALTH CARE BENEFITS

- 12.01** Effective at the beginning of the first month subsequent to the execution date of this Agreement, the Employer shall pay \$6.75 per month per bargaining unit employee to the AFSCME Care Plan for Vision Care.
- 12.02** Effective at the beginning of the first month subsequent to the execution date of this Agreement, the Employer shall pay \$7.50 per employee per month to the AFSCME Care Plan for life insurance coverage for each bargaining unit member.
- 12.03** All bargaining unit employees have the right to self-pay hospitalization and dental insurance premiums at the Employer's premium rate and receive the same coverage of the Local 1143 bargaining unit, providing such employees pay the full premium for such insurance in a timely manner, either by payroll deduction or individual payment.
- 12.04** Full-time employees shall be provided with full-time employee benefits (insurance, vacation, leave, etc.) provided to other full-time employees of the employers. Employees working five (5) hours per day, five (5) days a week or more shall be considered full-time employees.

Article XIII PROFESSIONAL LEAVE

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

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Article XIV

JURY DUTY

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

Article XV

ABSENCE STEMMING FROM ASSAULT

15.01 Whenever an employee is absent from work with the Employer and unable to work at his primary place of employment (except light-duty assignments) as a result of physical injury incurred in the course of the employee's employment as a result of an assault (except among employee's), the employee shall be granted assault leave during the period of time the employee is temporarily unable to perform his duties; however, such leave shall not exceed the shortest of (a) 75 (seventy-five) working days, (b) the duration of the inability to perform his duties, or (c) the time at which the employee begins receiving Worker's Compensation benefits.

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

15.02 The employee shall be required to complete all accident forms reasonably required by the Board, shall furnish a signed statement on forms prescribed by the Board, and shall furnish physician reports to justify the use of Assault Leave prior to the assault leave becoming effective if physically able.

15.03 If medical attention is required, a certificate from a licensed physician stating the nature of the physical disability and the estimated duration shall be required before Assault Leave can be approved for payment. Falsification of either a signed statement or a physician's certificate is grounds for suspension or termination of employment.

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

Article XVI

SERS PICK-UP (SALARY REDUCTION/RESTATEMENT)

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

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Article XVII

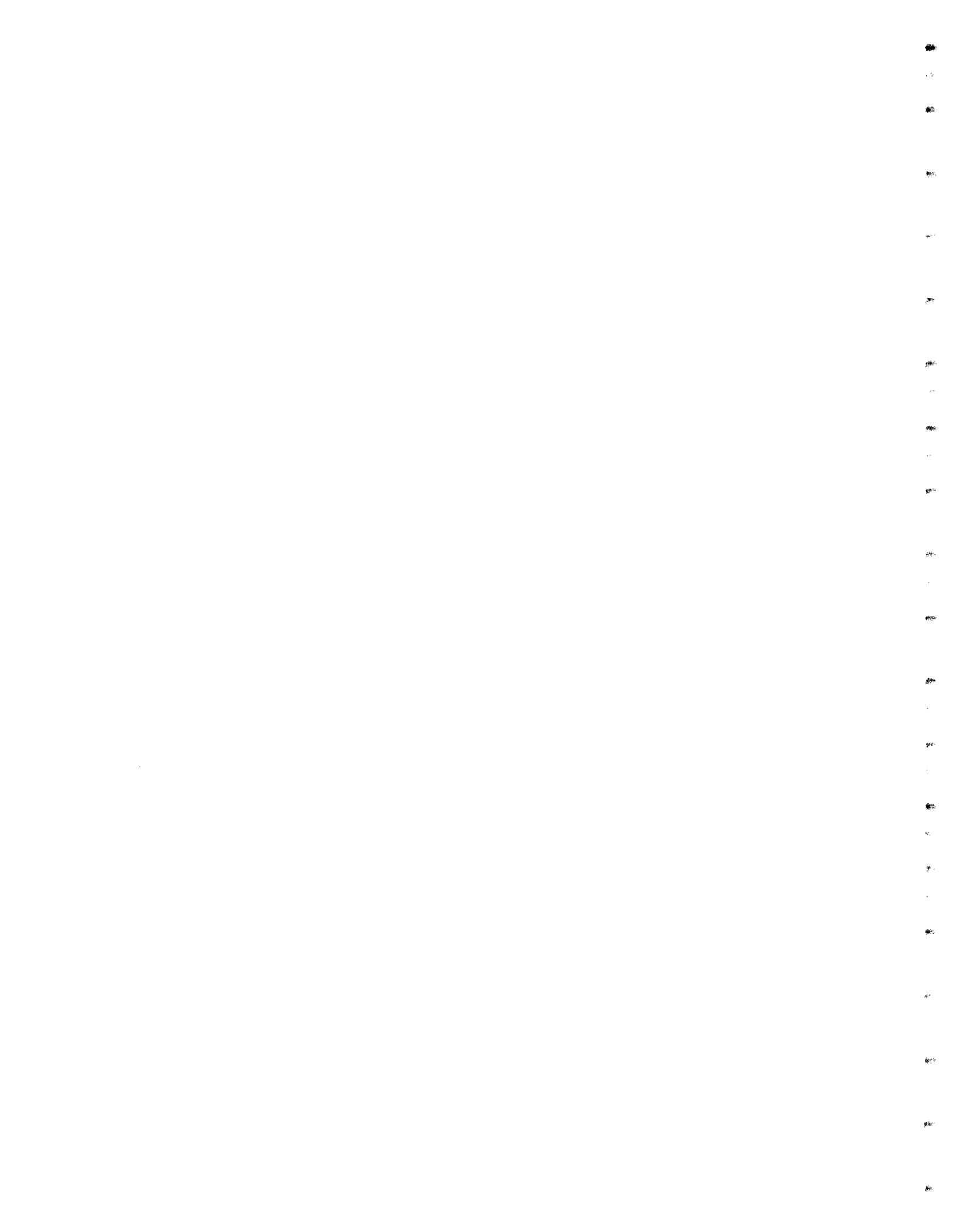
CALAMITY DAYS

- 17.01** In the event that all schools are closed due to extreme weather conditions or other emergencies designated by the Superintendent, all employees shall normally not report for duty and will be paid. Said employees will submit a Request for Paid Absence form.
- 17.02** However, if the immediate supervisor or some other administrative officer feels that some employees are need for all or part of the day, the employees shall be subject to call with compensatory time off during the particular contract year. Request for Paid Absence forms shall be utilized for this purpose. If compensatory time off exceeds 10 (ten) days, further discussion with the bargaining unit shall be in order. If conditions make reporting for duty impossible, these persons are to follow normal reporting off procedures.

Article XVIII

HOURS OF WORK

- 18.01** To the extent practical, the normal workweek for regular part-time employees shall be 24 (twenty-four) hours or more in a bi-weekly pay period. The number of hours of work may be modified according to the needs of the Employer.
- 18.02** The Employer will meet with the Union President or designee and one (1) bargaining unit member prior to the start of the school year to discuss any changes in the scheduled hours of work or starting and quitting times for the school year, and during the school year, if such charges are deemed necessary by the Employer. Emergency changes of a temporary nature (not exceeding three days do not require such a meeting between the parties.
- 18.03** To the extent practical, the normal workday shall be scheduled between the hours of 6:45 a.m. and 5:00 p.m., except for regularly scheduled evening shifts and search time.
- 18.04** Security Guards working special events shall be paid a minimum of four (4) hours at their current hourly rate at the time of the event. In addition, any event and/or function that utilizes a Youngstown City School and requires security, as mutually agreed upon by the Superintendent, Executive Director of School Business Affairs, and Chief of Security, shall be assigned as set forth below and shall be paid in accordance with the four (4) hour minimum:
- a) Bargaining unit guards based on seniority (total) and availability
 - b) Any other non-bargaining unit guards
 - c) Any other police officer
- 18.05** Effective January 1, 2011, reduce the minimum number of hours for an unscheduled emergency duty to three (3) hours in the first year and two and one-half (2.5) hours in the second year of this Agreement.



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

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

a) One of the two most senior bargaining unit guards, after an interview process has been performed.

b) Non-bargaining unit guards

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

18.08 The Special Events Coordinator shall, upon the approval of the Chief of Security, work all scheduled events to coordinate and facilitate security operations, or, upon prior approval by the Chief of Security, appoint an officer in the event of the absence of Special Events Coordinator.

Article XIX PERSONAL DAY

19.01 An employee may be absent without loss of pay for personal reasons in any one (1) school year for not more than 16 hours for 8-hour per day positions and for no more than 8 hours for 4-hour per day positions. This provision will be applicable to regularly scheduled days only. Employees will be paid only for the amount of hours regularly scheduled for that date. The employee shall provide a three (3) day notice to the employer, except in cases of emergency. Any personal hours not used in any school year shall be added to the employee's accrued sick leave. Personal leave shall be useable in segments of no less than 4 hours.

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

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

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

Article XX POSTING OF VACANCIES

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

Article XXI PAID HOLIDAYS

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

Article XXII WAGES

22.01 Effective January 1, 2014, all employees shall be paid at the rate of \$24.01 per hour, which results from a me-too increase in 2013 and a 2% negotiated increase effective January 1, 2014.

A. 2015. Hourly Wage Rate Increase effective January 1, 2015: 0%.

However, if any of Employer's employees represented by AFSCME 1143,1143-A or 1143-B negotiate a greater than zero base wage rate increase to be effective during 2015, then those employees represented by 1143-C shall receive that same base wage rate increase as the employees represented by those other employee organizations to be effective on January 1, 2015.

B. 2016. Hourly Wage Rate Increase effective January 1 2016: 0%.



However, if any of Employer's employees represented by AFSCME 1143,1143-A or 1143-B negotiate a greater than zero base wage rate increase to be effective during 2016, then those employees represented by 1143-C shall receive that same base wage rate increase as the employees represented by those other employee organizations to be effective on January 1, 2016.

- 22.03.** Any officer (regular part-time) receiving a subpoena from a court resulting from an arrest made by the officer while scheduled and working for the Employer, shall be compensated for 2 hours while appearing at court in response to the subpoena, at the regular rate of pay of the Employee. That pay shall not be used to calculate overtime, nor will it be paid if it is in conflict with a wage agreement from the officer's other employer (police department/sheriff's department), or if it results in payment by both the Employer and another employer for the same hours of work during which the court appearance was made. To be eligible for payment of court time under this provision, the officer shall submit a written request to the Chief of Security for payment along with a copy of the subpoena, the Court's verification that the officer appeared in response to the Subpoena and a verification by the officer that he/she is not being paid by another employer for the same hours of work during which the court appearance was made.

Article XXIII HEADINGS

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

Article XXIV GENDER AND PLURAL

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

Article XXV OBLIGATION TO NEGOTIATE

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



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

Article XXVI CONFORMITY TO LAW

- 26.01** This Agreement shall be subject to and subordinated to any applicable present and future federal and state laws, and the invalidity of any provision (s) of this Agreement by reason of any such existing or future law shall not effect the validity of the surviving provisions.
- 26.02** If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provision(s) thereof had not been included herein.
- 26.03** In the event a portion of this Agreement is rendered invalid, as set forth above, upon written notification of either party, the parties shall meet within 30 (thirty) days to negotiate a lawful alternative.

Article XXVII DISCIPLINARY PROCEDURE

- 27.01** All non-probationary employees shall have the ability to appeal disciplinary actions of suspensions, reductions or discharge pursuant to the Grievance Procedure herein contained.
- 27.02** Prior to the imposition of any such disciplinary action, the employee will have served upon him a Notice of Disciplinary Action which specifies the disciplinary action to be imposed along with the basis for such action.
- 27.03** The Employer may only impose such disciplinary action if there is no filing of any grievance or if there is a filing of any grievance, only after the conclusion of Step 3 and such disciplinary action shall continue until such time as it may be modified or reversed pursuant to the Grievance Procedure.
- 27.04** Except for serious infractions, discipline of an employee shall follow the principle of progressive discipline. Disciplinary action may include any of the following actions based

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on the nature of the offense. Only the Chief of Security, Business Manager or Superintendent may initiate such disciplinary actions.

- a) written reprimand
- b) suspension
- c) reduction
- d) discharge

27.05 Records of prior disciplinary actions shall cease to have effect in the progressive disciplinary steps as follows:

27.06 An employee may place a letter of rebuttal in his/her personnel file for any cautionary warning, written reprimand, or suspension.

Article XXVIII GRIEVANCE PROCEDURE

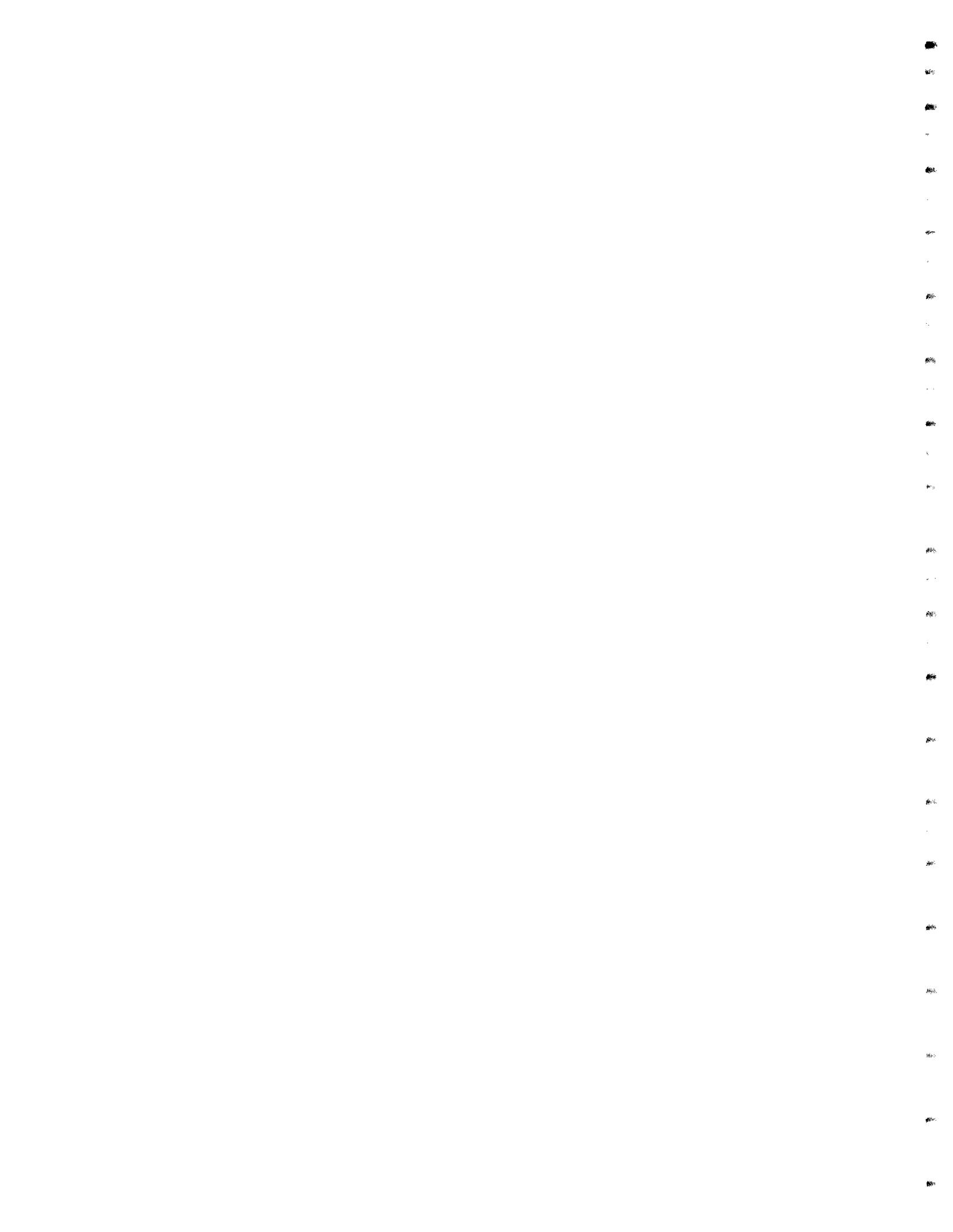
28.01 Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and shall have the right to be represented by a person of his own choosing at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

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

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

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

- a) All grievances shall include the name and position of the aggrieved party; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing the said grievance, if



known to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

- b) All decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the aggrieved party and his representative, if any.
- c) If a grievance affects a group of employees working in different locations with different principals or associated with any employer-wide controversy, it may be submitted at Step 1.
- d) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination pursuant to this procedure while such adjustment shall be binding upon the aggrieved party and shall, in all respects be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.
- e) The grievant may have a Union representative represent him at any step of the Grievance Procedure.
- f) The existence of this Grievance Procedure, hereby established, shall not be deemed to require any employee to pursue the remedies herein provided and shall not impair or limit the right of any employee to pursue any other remedies available under law, except that any employee who pursues any other available remedy other than provided by this procedure, shall automatically have waived and forfeited any remedies provided by this procedure.
- g) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.
- h) This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

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

Step 1: The aggrieved employee shall present his grievance stating articles, sections, and subsections violated in writing to the Chief of Security within five (5) days of the occurrence of the facts giving rise to the grievance.



The Chief of Security shall meet with the grievant and his representative and answer the grievance in writing within ten (10) working days after the meeting. If in Step 1 he determines that he cannot render an administrative decision, he may immediately refer his grievance at Step 2 of the Grievance Procedure.

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

The Assistant Superintendent of HR shall meet with the grievant and his representative and reply in writing within ten (10) working days of the meeting.

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

The Superintendent of Schools shall investigate the grievance, and meet with the grievant and his representative and shall reply to the grievant within ten (10) working days after the meeting.

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

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

Article XXIX ARBITRATION PROCEDURE

29.01 Within thirty (30) days after filing the intent to submit decision to arbitration according to Step 5, the parties shall select an arbitrator from the panel of arbitrators submitted to the parties by the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS). If no mutual agreement is reached, names shall be alternately stricken until one (1) name remains, who shall be the arbitrator. The arbitrator shall, insofar as necessary to the determination of the grievance, have the authority to interpret, apply and determine compliance with the provisions of the Agreement, but he shall not have the authority to alter or amend such provisions. The arbitrator shall render a decision, which shall be final and binding on both parties.

29.02 The arbitrator shall have no power or authority to add to, subtract from or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of



any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

- 29.03** The arbitrator shall not decide more than one (1) grievance on the same hearing day(s), except by the mutual written agreement of the parties.
- 29.04** The hearing or hearings shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association.
- 29.05** The fees and expenses of the arbitrator, court reporter, and the cost of the hearing room, if any, shall be borne by the parties equally. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.
- 29.06** The arbitrator's decision and award will be in writing and delivered within thirty (30) calendar days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.
- 29.07** The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the Grievance and Arbitration Procedures herein contained.

Article XXX EMPLOYEE WORKSHOPS

- 30.01** In the best interest of labor and management, all employees shall be entitled to one (1) day off without loss of pay for the purpose of a union workshop. Such workshop shall be developed and conducted within the discretion of the Union leadership. Such day shall coincide with the NEOEA meeting date. This day will be mandatory that all employees attend. The only excuse will be if the employee is scheduled to work or is on an approved leave. The Union shall provide sign-in and sign-out evidence of employee full-workshop attendance to the Treasurer by the close of the payroll during which the workshop day falls. If no such evidence of attendance is provided to the Treasurer, then the employee shall not be paid for that day. This provision shall be limited to bargaining unit employees that are regularly scheduled to work on day of workshop. These employees will be paid at their regular hourly rate for the number of hours assigned for that day.

This Article shall be null and void if such practice is not provided for in the Employer's Collective Bargaining Agreement with AFSCME Local 1143, 1143A and 1143B.



Article XXXI DURATION

31.01 This Agreement shall become effective at 12:01 a.m. on January 1, 2014 and shall continue in full force and effect aligned with any amendments made and annexed hereto, until midnight, December 31, 2016.

Article XXXII EXECUTION

32.02 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 1 day of October, 2014.

For the Union:

AFSCME, Local 1143



Mark Snyder, President
AFSCME, Local 1143



David Wilson, Shop Steward
AFSCME 1143-C



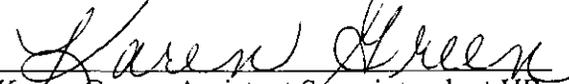
Jack Filak, Staff Representative
AFSCME, Ohio Council 8

For the Employer:

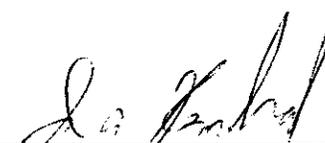
YOUNGSTOWN CITY SCHOOLS



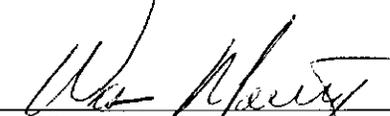
Dr. Connie Hathorn, Superintendent



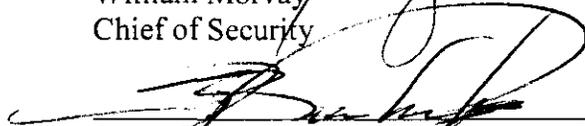
Karen Green, Assistant Superintendent HR



James Reinhard
Treasurer



William Morvay
Chief of Security



James E. "Ted" Roberts, Attorney and
Negotiator

