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# AGREEMENT

Between the

**WARREN CITY SCHOOL DISTRICT  
BOARD OF EDUCATION**

and the

**INDIANA/KENTUCKY/OHIO  
REGIONAL COUNCIL OF  
CARPENTERS**

**July 1, 2014 through June 30, 2017**



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(Indiana/Kentucky/Ohio Regional Council of Carpenters)

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## AGREEMENT

This Agreement entered into at Warren, Ohio this first day of July, 2014 the Warren City School District Board of Education, hereinafter referred to as the "board," and the Indiana/Kentucky/Ohio Regional Council of Carpenters, hereinafter referred to as the "Union."

### ARTICLE I RECOGNITION

Section 1.1. The Board recognizes the Union for the term of this Agreement as the sole and exclusive bargaining representative for all carpenters, master mechanic and carpenter apprentices, and non-licensed and licensed electricians covered under Salary Table F. An apprentice, substitute carpenter, or prospective employee must be a member of Carpenters' Local 171.

Section 1.2. The term "employee" as used in this Agreement means those persons included in the bargaining unit. The Union shall admit employees to membership without discrimination on the basis of race, creed, color, national origin, sex or marital status.

Section 1.3. The term "steward" recognizes the bargaining unit employee, selected by the bargaining unit, as their representative and spokesperson between the Union and the Board.

### ARTICLE II UNION SECURITY AND DUES CHECK OFF

Section 2.1. During the life of the Agreement, each Employer agrees to deduct membership dues levied by the Indiana/Kentucky/Ohio Regional Council of Carpenters in accordance with its Constitution and By-Laws, from the pay of each employee for whom it has on file an unrevoked "Authorization and Direction" for check-off of dues. For purposes of filing such "Authorization and Direction," the Employer regards the file of the Carpenters District council as its own and expressly authorizes the council to retain in its possession and files "Authorization and Direction" for dues check-off addressed to the Employer.

Section 2.2. Deduction shall be made only in accordance with the provisions of said Authorization and Direction form, and in the amount of \$18.00 per month.

Section 2.3. The monthly contribution deducted from each Carpenter employee shall be from the second pay of the month. Payment and reports for each monthly contribution shall be mailed or delivered on or before the 15<sup>th</sup> day of the following month to the bank designated by the Union.

Section 2.4. The Union shall indemnify and save harmless each Employer against any claims made on account of action taken by such Employer in reliance upon information or forms furnished by the Union hereunder.

### **ARTICLE III COVERAGE**

Section 3.1. Representatives of the Board and the Union shall negotiate in good faith on all matters concerning wages, hours, and terms and conditions of employment.

### **ARTICLE IV REQUEST FOR NEGOTIATIONS**

Section 4.1. If either party wishes to negotiate changes to this Agreement, it shall notify the other party in writing no later than March 1 of the year in which the contract is to expire. The Union shall notify the Superintendent or his/her designated representative. The Board shall notify the Representative of the Union. The initial bargaining session shall be scheduled no later than March 15 unless the parties mutually agree otherwise.

### **ARTICLE V NEGOTIATION MEETINGS**

Section 5.1 Once negotiations have been requested, the time and place shall be established by both parties, and the following procedure will be used:

In the first meeting, the Union will present their written proposal and give an explanation. The second meeting will be scheduled to give the Board sufficient time to respond and make initial proposals of their own. Subsequent meetings will be used to negotiate the proposals, until a tentative agreement is reached. No additional new proposals shall be submitted by either party after the second meeting.

Section 5.2. Each meeting will be held in executive session.

### **ARTICLE VI AGREEMENT**

Section 6.1. When consensus is reached on those matters being negotiated, the understanding of the parties shall be reduced to writing and submitted to the Union for ratification and then to the Board for its approval. When approved, in accordance with the provisions of this Section, the Agreement shall be signed by both parties and shall become a part of the official minutes of the Board. The Agreement shall be printed and made available to the Union at the Union's expense. All negotiations must be completed within ninety (90) days unless extensions are mutually agreed upon by the Board and the Union.

Section 6.2. All employees shall perform their duties in a normal and efficient manner during negotiations and for the duration of this Agreement.

## **ARTICLE VII MEDIATION**

Section 7.1. If agreement is not reached within ninety (90) days after the first negotiating session and neither party believes there is any hope for resolution of remaining items, either party may request the aid of mediation. The mediation shall be obtained from the Federal Mediation and Conciliation Service in accordance with their rules and regulations.

Section 7.2. Costs and expenses incurred in the utilization of consultants by either party shall be borne by said party. All other costs or expenses incurred shall be shared equally by the Board and the Union.

## **ARTICLE VIII FURTHER TERMS OF AGREEMENT**

Section 8.1. Any agreement reached and accepted by the Union and the Board shall supersede and cancel any conflicting verbal or written rules, regulations or practices of the Board and constitutes the entire agreement between the parties. All future employees shall be employed expressly subject to terms of this Agreement. Neither party shall be obligated to negotiate further on any matter. Any amendment to this Agreement shall not be binding on either party unless executed in writing by the parties.

## **ARTICLE IX CONSISTENCY WITH LAW**

Section 9.1. If any provisions of this agreement are found contrary to law, then such provisions or applications shall not be deemed to be valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

## **ARTICLE X ARTICLES**

Section 10.1. Wages, hours and working conditions contained in article form shall be attached hereto and made a part of this Agreement and shall be negotiated in conformance with the dates listed and with the procedures outlined in this Agreement.

## **ARTICLE XI WORKING HOURS**

Section 11.1. The normal workday shall be 6:30 AM - 3:00 PM, a total of eight (8) hours excluding one-half (1/2) hour for lunch, Monday through Friday. In emergency or pre-scheduled situations, the Board may alter the work schedule or workweek, and upon request, may grant permission for carpenters to change work hours.

## **ARTICLE XII COMPENSATORY TIME**

**Section 12.1** Employees may be granted compensatory time (later referred to as comp time) off in lieu of overtime compensation under agreement between the employee and the Superintendent or designee. When comp time is requested in lieu of overtime pay, it shall accumulate at one and one-half (1.5) hours for each hour of overtime worked, with a maximum accumulation of twelve (12) hours.

- (a) Compensatory time may be requested, by an employee, in lieu of overtime pay if:
  - 1. The employee submits the appropriate form (COMPENSATORY TIME IN LIEU OF OVERTIME COMPENSATION), completed, with his/her time sheet to the employee's supervisor.
  - 2. The requested time is recorded on the employee's time sheet.
  - 3. Upon failure, by the employee, to provide the proper paper work, comp time will not be approved.
  
- (b) No employee will be permitted to take compensatory time if there has not been comp time earned or accumulated. These records are tracked by the immediate supervisor and the payroll department.
  - 1. Comp time must be used before the end of the month following the month in which the time was posted in the payroll department.
  - 2. The maximum accumulation of comp time is twelve (12) hours.
  - 3. Unused comp time will be forfeited if not used in a timely manner.

## **ARTICLE XIII HOLIDAYS**

**Section 13.1.** Employees covered by Salary Table F, who are employed on a fifty-two (52) week year basis, shall be granted the following holidays for which they shall be paid their regular salary or their regular rate of pay, provided each such employee accrued earnings on his/her next preceding and his/her next following scheduled work days before and after such holiday or was properly excused from attendance at work on either or both of those days:

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

Section 13.2. A compensatory day will be given when a holiday falls on Saturday or Sunday. The closest preceding or the closest following day is the compensatory day allowed.

Section 13.3. Presidents' Day and Easter Monday shall not be considered holidays if such days occur when school is in session for pupils. If either of such days occurs when school is not in session, it will be treated as a paid holiday.

#### **ARTICLE XIV VACATIONS**

Section 14.1. Persons covered by Salary Table F, who are employed on a fifty-two (52) week year basis, shall be granted vacation with pay as follows:

<u>Years of Service</u>	<u>Weeks of Vacation</u>
0 -1	None
1 - 8 inclusive	2 Annually
After 8 - 12	3 Annually
After 12 or more	4 Annually

Section 14.2. Vacation requests will be sent out in January. All vacation days shall be used during the calendar year (January 1 through December 31). Vacations shall not be cumulative and shall be arranged during those periods of time when no substitute shall be required.

Section 14.3. If an employee resigns on the eighth or twelfth year of experience, the anniversary date shall determine the total years of experience for vacation purposes.

Section 14.4. The employee's first day of employment will be their anniversary date and will determine the number of years of experience credited for vacation purposes.

Section 14.5. An employee must work beyond the concluding anniversary date of the eighth and twelfth year to be entitled to the increase in vacation benefits.

Section 14.6. No more than one bargaining unit employee may be off on vacation on any given day, unless approved by the supervisor, to insure that the department is adequately staffed. Once a vacation has been approved, the approval cannot be rescinded.

#### **ARTICLE XV SUBSTITUTE PAY**

Section 15.1. Additional and substitute employees shall be paid at the prevailing rate for the trade as determined by the Union. "Prevailing Rate" is defined as the Journeyman (Commercial, Industrial, Road) Taxable Hourly Rate' plus those 'Non Taxable Hourly Rate' items to be paid to the appropriate bargaining units that the Board of Education does not pay into a State mandated fund (eg. Since the Board must pay into SERS for all substitutes, it does not pay into the Journeyman Pension Fund). Any and all changes to the prevailing rates must be provided to the Board of Education from the Indiana/Kentucky/Ohio Regional Council of Carpenters.

## **ARTICLE XVI SEVERANCE PAY**

Section 16.1. An employee with ten (10) or more years of service in the District (anniversary date), who elects to retire from active service shall receive in one lump sum one-quarter (1/4) of the value of his/her accrued and unused sick leave to a maximum of thirty (30) days multiplied times his/her per diem rate at the time of retirement. In addition, there shall be added a sum equal to one-eighth (1/8) of the accrued unused sick leave in excess of one hundred twenty (120) days multiplied times his/her per diem rate at the time of retirement. Subsequent to notification by the Treasurer to the employee that the employee is eligible for severance pay, the employee shall make application for same. Payment shall then be made upon written evidence of approval of retirement eligibility from the School Employees Retirement System. Severance pay shall then be paid no later than (6) months after written evidence of retirement eligibility is received; or, the payment may be delayed, at the option of the employee, until the first classified pay in the next taxable year.

In the event of the death of an employee with ten (10) or more years of service in the district, severance pay would become due and payable to the estate of the deceased. Such severance shall be calculated in the same manner as severance is calculated for retirees. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accumulated by the employee. Such payment shall be made only once to the estate of the deceased.

## **ARTICLE XVII MEDICAL LEAVE AND ASSAULT LEAVE**

Section 17.1. Upon the written request of an employee, the Board shall grant a leave of absence where illness or other disability of the employee is the reason for the request. Such request without pay, leave accrual, or Board paid benefits, must be accompanied by a statement from the attending doctor and be approved by a physician designated by the Board. Said statement must indicate the nature of the illness and definitely recommend that the employee be relieved of his/her duties.

Section 17.2. The initial request for leave shall be granted for a period of time up to one (1) calendar year.

Subsequent written requests for renewal of said leave may be granted to a maximum of two (2) consecutive calendar years.

Section 17.3. At least ten (10) days before an employee on a medical leave of absence expects to resume his/her duties, the employee must submit a doctor's statement approved by a physician designated by the Board, certifying that said employee has been examined and released to resume his/her duties with the Board when the leave of absence expires.

Section 17.4. Should an employee desire to terminate their leave prior to its expiration, a written request for said termination must be submitted to the Superintendent. Compliance with such request shall be at the discretion of the Superintendent and in accordance with the needs and interest of the school district.

Section 17.5. Upon the return to active service, at the expiration of a leave of absence, the employee shall resume the contract status which he/she held prior to such leave.

Section 17.6. Whenever an employee has been absent from active service a sufficient number of days to exhaust his/her accumulated sick days and continues in absence without applying for a leave of absence under this Article, the Superintendent shall investigate the facts of the case and shall have authority to recommend to the board that an un-requested leave of absence be granted.

Section 17.7. All insurance coverage provided by the board and desired by the employee shall be continued, upon approval by the respective insurance carrier, for those who are on such leave upon payment of the premium by the employee to the Treasurer not later than the 25<sup>th</sup> day of the month preceding the month for which premium is due.

Section 17.8. Assault Leave. The Board shall grant a paid assault leave not to exceed sixty (60) workdays per assault, in lieu of paid sick leave, for bargaining unit employees who are disabled due to a physical disability resulting from an assault which occurs in the course of Board employment or which occurs while carrying out an approved school-related assignment. Any amount of salary payable pursuant to this Section shall be reduced by the amount of any workers' compensation awarded for temporary disability due to said assault injury for the period for which such salary is paid. In order to be eligible for a leave, the employee shall be required to submit an assault leave form along with a physician's verification within forty-eight (48) hours of the assault that a disabling condition exists due to the employment-related assignment. The Board has the option at any time to require the employee to get a second verification from a physician selected by the Board that a disability condition exists due to the employment-related assault. If the Board's physician doesn't verify that a disabling condition exists due to the employment-related assault a mutually agreed upon physician will determine the verification.

A bargaining unit employee who is assaulted and takes time off to visit a doctor or hospital shall have that time charged to assault leave.

## **ARTICLE XVIII SICK LEAVE**

Section 18.1. Annual Allowance. Employees shall be granted sick leave on the following basis: one and one-quarter (1 ¼) days for each completed month of service, or fifteen (15) days for each completed year of service (after probationary period completed).

Section 18.2. Manner of Calculation. Any sick leave earned and unused in prior employment with another public school district or other agency of the state shall, upon presentation of a certified copy stating the number of sick leave days earned and unused from such employers, be transferred to the employee's account at the time of employment in the manner prescribed by state law.

Section 18.3. Accumulated Sick Leave. The maximum number of sick leave days accumulated shall be unlimited.

Section 18.4. Approved Use of Sick Leave Days. Sick leave may be used by employees for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the employee's immediate family (family defined as husband, wife, children, father, mother, brother, sister, grandparents, in-laws, aunts, uncles, cousins, spouses relatives and any other person who is a member of the immediate household).

Section 18.5. Absence Reporting Requirements. Employees, who have been absent for five (5) consecutive working days or more due to illness must, before they return to work, present a certificate from a licensed physician and indicating that they are physically able to resume their duties on a full-time basis. The Superintendent shall require employees to furnish a satisfactory statement on the STATEMENT FOR USE OF SICK LEAVE form furnished by the Board to justify the use of sick leave.

Falsification of either the physician's certificate or the member's statement is grounds for suspension or termination of employment.

Section 18.6 Voluntary Transfer of Accumulated Sick Time. A member of the bargaining unit has the option of transferring up to ten (10) sick days from their accumulated sick day account to another member of the bargaining unit who is in need of sick time due to an illness or injury. This transfer option is limited to one occurrence during a twelve (12) month period.

Section 18.7 Attendance Incentive. Employees who achieve perfect attendance, excluding vacation days and up to five (5) sick days for the death of a parent, spouse, child or grandchild only, for one calendar year shall have five (5) incentive days off with pay. Days missed for any reason, will be deducted from the paid incentive days.

## **ARTICLE XIX PERSONAL LEAVE**

Section 19.1. Personal Leave. Employees shall be entitled to three (3) unrestricted, non-cumulative personal leave days each year. Request for approval for such leave with pay, shall be made in writing to the Superintendent or his/her designee and approved by him/her at least two (2) days prior to the intended absence, except in the case of extreme emergency.

Section 19.2. Bargaining unit members who take employment after July 1 and who as a result of such employment date work for fewer months than a full work compliment for their position, shall have personal leave days, pro-rated based on the number of months worked July 1 through June 30 of the year of employment rounded to the nearest one-quarter (1/4) day. A month worked shall be counted only if the employee worked fourteen (14) days or more.

Section 19.3. Bargaining unit members shall be paid their per diem rate for all unused personal days no later than the first pay day in August of the succeeding school year.

**Section 19.4.** Bargaining unit members who resigns or retires from their position shall have their personal leave days pro-rated based on the percentage of the work year for that position worked July 1<sup>st</sup> through June 30<sup>th</sup> of the year of employment, rounded to the nearest one-fourth (1/4) day. An employee who resigns or retires who has utilized personal leave days in excess of the pro-rated amount earned, or who has unused personal days, shall have their final pay adjusted accordingly.

**Section 19.5.** An employee shall be responsible for knowing the number of personal leave days requested each year. An employee who is mistakenly granted and mistakenly takes personal day time in excess of allotted days will be docked pay for the time in question.

## **ARTICLE XX LEAVE OF ABSENCE UNDER FAMILY MEDICAL LEAVE ACT**

**Section 20.1 Entitlement:** An eligible employee is entitled to a total of twelve workweeks of leave during any twelve month period for one or more of the following reasons: (1) the birth of a son or daughter and in order to care for such son or daughter; (2) the placement of a son or daughter with the employee for adoption or foster care; (3) to care for the employee's spouse, son, daughter, or parent who has a serious health condition; or (4) because of the employee's own serious health condition that renders the employee unable to perform the functions of the job; or (5) any exigency (as defined in relevant Federal regulations) arising out of the circumstances that a teacher's spouse, son, daughter or parent is on active duty (or has been notified of an impending call/order to active duty) in the Armed Forces to support a contingency operation. Where spouses are both employed by the same employer, the aggregate number of workweeks to which both may be entitled may be limited to twelve during any twelve month period in which the leave is taken (1) for the birth of a son or daughter; (2) for the placement of a son or daughter with the employee for adoption or foster care; or (3) to care for a parent (not, however, parent-in-law) who has a serious health condition.

**Section 20.2** During the first thirty (30) days of any FMLA qualifying leave, employees who have accrued but unused sick leave must use that sick concurrently with the FMLA leave. After the first thirty (30) days of concurrent sick leave/FMLA use, the employee shall not be required to continue utilizing paid sick days even though the employee has accrued but unused sick days available for the use but may continue the remaining FMLA qualifying leave while maintaining all group health benefits with the Board paying its required portion of the premium cost and the employee making timely payment for the employee's share of the premium cost.

**Section 20.3 Return from Leave:** On return from leave, the employee is entitled to be restored to the position held when leave began. Taking leave cannot result in the loss of any benefits accrued prior to leave, but benefits do not accrue during the period of leave. The employer can require an employee to report periodically on his status and intention to return to work.

## **ARTICLE XXI JURY DUTY**

Section 21.1. Each employee shall notify his/her supervisor at once upon receipt of summons to serve.

Section 21.2. A bargaining unit employee shall be granted a leave with pay for the period of jury duty service.

Section 21.3. Jury Duty is considered a day of work. The time spent in jury duty is considered regular work time for the purpose of calculating overtime, up to the number of hours in employee's regularly scheduled day. Any employee discharged from jury duty prior to the end of the workday shall immediately report to their assignment for the remainder of their scheduled workday.

Section 21.4. Within fifteen (15) days of the receipt of jury duty compensation each bargaining unit member is required to endorse over or pay the amount received from the court for the day(s) served. The employee shall also provide a court signed slip verifying the days served. Compensation and the verification must both be sent to the Treasurer of the Warren City Schools.

Section 21.5. If employee fails to follow this procedure the Treasurer will payroll deduct the amount equivalent to their daily rate for day(s) absent.

## **ARTICLE XXII APPOINTMENT/SECURITY**

Section 22.1. Prior to regular employment, all bargaining unit-employees shall be required to complete a probationary period sixty (60) days worked.

Section 22.2. Lay-off/Recall Procedures for Bargaining Unit Employees. In the event it becomes necessary to reduce bargaining unit employee positions due to abolishment of positions, lack of funds, lack of work or building closures, the following procedure shall govern such layoffs:

1. The number of bargaining unit employees affected by reductions will be kept to a minimum by not employing replacements, insofar as it is practical, for employees who resign or otherwise vacate a position.
2. For purposes of a decrease in the work force, seniority shall be defined as continuous years of employment within the Warren City School District as a member of the bargaining unit based on the date of hire, as determined by the minutes of the Board of Education. The job duties performed as a member of the bargaining unit shall have no effect upon the determination of seniority within the bargaining unit.
3. Ninety (90) working days prior to the effective date of any layoff of bargaining unit employees, the Board shall give written notice of the layoff to affected employees.

4. When the Board has determined the need for bargaining unit employee reductions due to abolishment of positions, lack of funds, lack of work, or building closures, such reductions shall be implemented within each bargaining unit area of specialization according to the needs of the District. An employee may bump a less senior employee in a different bargaining unit area of specialization if he has previously worked in that area (for example, an electrician may bump a less senior carpenter if the electrician previously worked as a carpenter for the Board). All layoffs shall be in the following order:

- (a) First, regularly employed substitutes.
- (b) Second, apprentice bargaining unit employees; and
- (c) Third, regular bargaining unit employees, beginning with the bargaining unit employee who holds the least amount of departmental seniority.

5. Laid off bargaining unit employees shall retain recall rights for up to two (2) years and will be recalled in reverse order of being released. The Board shall not hire new bargaining unit employees as substitute bargaining unit employees, apprentice bargaining unit employees or journeyman bargaining unit employees until all bargaining unit employees on the recall list have been offered an opportunity to reinstatement.

6. Notice of recall for bargaining unit employees shall be given by telephone, telegram, or registered mail to the last telephone number or last address given by the employee to the Board. It shall be the responsibility of the employee to keep the Board advised in writing of a telephone number and mailing address at which he/she can be reached.

7. The recall rights herein granted to laid off bargaining unit employees shall be forfeited by the employee should he/she:

- a. Waive his/her recall fights in writing;
- b. Resign;
- c. Fail to accept recall within 14 calendar days of receipt or attempted delivery of the notice to recall as provided herein; or
- d. Fail to report to work to a position that has been accepted within five calendar days after acceptance unless prohibited from doing so because of physical illness or injury.

8. Laid off bargaining unit employees who are recalled to employment shall retain their current contract status, seniority, and appropriate step/hourly rate based upon their experience accrued prior to the layoff.

9. The Board shall not subcontract out bargaining unit employee work while any bargaining unit employee remains on layoff status and is eligible for recall in accordance with Section 22.2, at #5 above, except for an emergency situation. If all bargaining unit members employed on the effective date of this contract, who are or become eligible for recall have been reinstated and there is need for additional bargaining unit employees, the Board retains the right to subcontract out such additional work.

10. The Superintendent or designee shall have the right to determine the final placement of any and all bargaining unit members and/or promotional placements in administrative and supervisory positions.

### **ARTICLE XXIII PERSONNEL FILE**

Section 23.1. Personnel File Inspection and Rebuttal Material. All employees will be accorded the right to examine their personnel files and to make additions of pertinent rebuttal material in accordance with Section 1347 Revised Code. There shall be no more than one (1) official personnel file maintained for each employee and such file shall be maintained in the Personnel Office.

Section 23.2. Restrictions. The right to review a letter of recommendation is excluded from the above provision. No item from any anonymous source may be placed in the personnel file.

### **ARTICLE XXIV INSURANCE BENEFITS**

Section 24.1. Hospital, Surgical and Major Medical Insurance. The Warren Board of Education shall provide, at Board expense (except as noted in Section 24.11) for all eligible members of the bargaining unit and their dependents, hospital, surgical and major medical dental, prescription drugs and vision subject to the deductibles and co-pays as delineated in the plan documents benefits.

Section 24.2. Life Insurance. Group life term and accidental death and dismemberment benefits shall be provided at Board expense for all full time employees in the bargaining unit. The amount of life insurance and accidental death and dismemberment benefits shall be determined on the anniversary date of the present coverage. The board shall provide thirty thousand dollars (\$30,000.00) of term life insurance and dismemberment benefits to be in effect until June 30, 2017.

### Section 24.3. Dental.

- a. During the term of this Contract, dental care coverage shall be provided for all teachers and their dependents, up to age 26, if unmarried. The dental plan shall be in accordance with the Ohio Medical Indemnity, Inc. endorsement of February 1, 1977, as follows:
1. Dependent children to age 26
  2. Orthodontics for unmarried dependent children to age 26.
  3. Deductible amount payable by employee for each member of family: \$50
  4. Percentage payable by Ohio Medical for orthodontics \$1,000.00 maximum: 60%
  5. Percentage payable by Ohio Medical for all other covered dental services and supplies: 80%
  6. Maximum amount payable for each dependent child for orthodontics during dependent child's lifetime: \$1,000
- b. The Board shall pay the premium for the dental plan for all teachers and their dependents.

Section 24.4. Prescription Drug. The Warren Board of Education shall provide prescription drug coverage for all full-time employees in the bargaining unit and their dependents subject to co-pays as delineated in the plan documents.

Section 24.5. Vision Care Insurance. The Warren Board of Education shall provide vision care insurance benefits for all full-time employees in the bargaining unit and their dependents up to age 26, if unmarried, subject to co-pays as delineated in the plan documents.

### Section 24.6 Voluntary Non-Participation in Health Insurance Coverage.

- A. The Board shall establish a qualified cafeteria plan subject to Section 125 of the Internal Revenue Code of 1986, as amended, and any and all of the rules and/or regulations promulgated there under, with the intent being that there is no tax liability to those who choose the health insurance plan rather than the waiver. Employees electing to waive the health insurance plan will be responsible to pay tax on any money received in lieu of the coverage. The Board will withhold taxes, as per past practice.

- B. In accordance with the terms of the cafeteria plan, any bargaining unit member who voluntarily elects not to participate in any of the Board-provided health insurance, or elects to receive only prescription drug, dental, and vision coverage, shall indicate so on a waiver form provided by the Board. Bargaining unit members are eligible to not participate in Board-provided insurance only if they have coverage from a source other than the Warren City School District. The waiver shall have an effective date of the next following first day of the month. (Health insurance is defined as any Board-provided insurance except life insurance.)
- C. Any bargaining unit member who elects to withdraw from the insurance program as provided above shall be paid \$125.00 per month (\$1500.00 a year), or an appropriate proration for part time employees based upon the Board payment of their benefit costs. Any bargaining unit member who elects to receive prescription drug, dental and vision coverage only shall be paid \$62.50 per full month (\$750.00 a year), or an appropriate proration for part time employees based upon the Board payment of their benefit costs.
- D. Any bargaining unit member who voluntarily waives participation in the health insurance program shall be entitled to return to coverage under this Agreement during the annual open enrollment period, or any qualifying event. A member who opts back into the insurance plan shall have an effective date the following first day of the month.

Section 24.7. A committee consisting of representatives from the various bargaining units representing district employees shall be established by the Superintendent. The Indiana/Kentucky/Ohio Regional Council of Carpenters shall be represented on such committee by one (1) member, chosen by the Union. The purpose of this committee shall be to address the quality and cost of health insurance for all enrollees of any district health insurance plan. The duties of the committee shall be to review and analyze all pertinent healthcare and health insurance information germane to the stated purpose of the committee and make recommendations regarding health insurance and healthcare systems for the district to the Superintendent and the Association Presidents. If accepted by both the superintendent and the Association Presidents, the recommendation(s) shall be binding during the life of the Agreement without the need for ratification.

Section 24.8. A bargaining unit member whose effective date of employment or re-employment is the 1<sup>st</sup> through the 10<sup>th</sup> day of the month shall have their insurance benefits made effective the 1<sup>st</sup> of the month. If the effective date is the 6<sup>h</sup> through the end of the month, the bargaining unit member's insurance benefits shall be effective the 1<sup>st</sup> day of the next month.

Section 24.9. Spousal Coverage:

- (1) Notwithstanding Section 23.1. If an employee's spouse is eligible to participate as a current employee or retiree in group health, prescription drug, dental and/or vision insurance or coverage (other than Medicare) sponsored by his/her employer or retirement system (collectively referred to as "employer-sponsored group insurance coverage"), the spouse must enroll in such employer-sponsored group insurance coverage, or must pay \$325 per month toward their family coverage in addition to any other payments otherwise due. Upon the spouse's enrollment in any such employer-sponsored group insurance coverage, that coverage will become the primary payor of benefits and the coverage sponsored by the Warren City Schools (WCS) will become the secondary payor of benefits for the spouse. This Spousal Coverage Section does not apply to spouses who are eligible for Medicare.
- (2) Every WCS employee whose spouse participates in the Warren City school's group health, prescription drug, dental and/or vision insurance coverage shall annually and upon request complete and submit to the WCS, a written declaration (Spouse Eligibility Certification Form) verifying whether his/her spouse is eligible to participate in employer-sponsored group insurance coverage. If the form is requested at any time of year, it must be returned within thirty (30) days or, again, it will be assumed the spouse is eligible and declined employer sponsored group insurance coverage and the \$325 per month will be deducted from the employee's salary on a nonrefundable basis until the form is provided. Once the form is provided, the monthly fee assessment will be in accordance with 24.9 (1), above.
- (3) Employees must timely notify the Warren City Schools Plan of a change in their spouse's eligibility for employer-sponsored group insurance coverage. Failure to timely notify is considered the equivalent of falsification of the certification form.

**Section 24.10. Flexible Spending Accounts:** Effective July 1, 2014 all members of the bargaining unit shall have the option to participate in flexible Spending Accounts (FSA), Options available to employees are:

- (1) Health Care Account with an annual maximum contribution amount of two thousand five hundred dollars (\$2,500.00).
- (2) Dependent Daycare /Eldercare Account with the lesser of (1) five thousand dollars (\$5000.00) married filing joint or twenty-five hundred dollars (\$2500.00) for married filing separate, (2) your spouse's total annual compensation or (3) half of your total annual compensation.

Local 171 agrees to accept any changes in plan design for insurance coverage's agreed to by the WEA during negotiations for a successor agreement to be effective with the 2014-2015 school year. Local 171 further agrees to have the insurance coverage language in the WEA contract become part of their language effective with the 2014-2015 school year. In the event the WEA agrees to an employee contribution to the cost of health care during their negotiations of a successor agreement to be effective with the 2014-2015 school year, Local 171 reserves the right to accept the WEA language as their own, or to negotiate an employee contribution to the cost of health care based upon a percentage of the annual compensation of the employee.

## **ARTICLE XXV WAGES**

**Section 25.1.** Each employee who has completed five (5) full years or more of full time service shall receive a longevity payment in November of each year. Such payment shall be computed annually in July of each year by multiplying by three dollars (\$3.00) the number of months of service from the first day of contracted employment through the June immediately preceding the computation. In the final year of employment, the computation of longevity shall be prorated based upon the number of months worked beyond June 30 in the year of separation. No employee with less than twenty-five (25) years of service shall receive a payment of more than eight hundred fifty dollars (\$850) under this Section. Employees with twenty-five (25) or more years of service will receive \$1,300.00 under this section. Employees with thirty (30) or more years of service will receive \$1,500.00 under this section. Payment for an employee who leaves employment for any reason other than discharge, for just cause, shall be pro-rated on the basis of the number of months of service to the employee's date of termination and shall be made in November. In the case of death, this benefit will become due and payable to the estate of the deceased. In order to be eligible for payment under this Section, an employee must be on the payroll during the period of July 1 to June 30 of the appropriate year. For the purpose of this Section, "months of service" means any month in which an employee actually worked fourteen (14) days or more. Employees who are on approved leaves of absence, excluding however, paid sick leave, shall not be eligible for longevity payment until such time as they resume employment on a full time basis.

### Section 25.2. Salary Information

*Effective July 1, 2014* - Employees in the bargaining unit will receive an equal percentage increase on the base salary as negotiated by the Warren Education Association for said school year, inclusive of any monetary increases not reflected by an increase on the base salary, such as but not limited to lump sum payments, signing bonuses, etc.

*Effective July 1, 2015* - Employees in the bargaining unit will receive an equal percentage increase on the base salary as negotiated by the Warren Education Association for said school year, inclusive of any monetary increases not reflected by an increase on the base salary, such as but not limited to lump sum payments, signing bonuses, etc.

*Effective July 1, 2016* - Employees in the bargaining unit will receive an equal percentage increase on the base salary as negotiated by the Warren Education Association for said school year, inclusive of any monetary increases not reflected by an increase on the base salary, such as but not limited to lump sum payments, signing bonuses, etc.

Section 25.3. The Board agrees to implement a "pick-up" of all of the SERS retirement contributions under the salary reduction method for all of the members in the bargaining unit, at no cost to the Board, under the following terms and conditions.

The amount to be "picked-up" on behalf of each bargaining unit member shall be the mandatory contribution of the bargaining unit member's gross annual compensation. The bargaining unit member's annual compensation shall be reduced, at no cost to the Board, by an amount equal to the amount "picked-up (deferred)" by the Board for the purpose of State and Federal tax only.

Each bargaining unit member will be responsible for compliance with Internal Revenue Service Salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans.

If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service rulings, Ohio Attorney General opinions, or other governing regulations, the board will be held harmless and this article of the Agreement shall be declared null and void. The Board shall then return to the former method of employer/employee retirement system contributions as soon as the law requires.

**Section 25.4.** A program of direct deposit of payroll checks to Board of Education authorized banks is mandatory for all bargaining unit members. Any current bargaining unit members not enrolled in a direct deposit program shall have thirty (30) days from the date of ratification of this Agreement to enroll in a direct deposit program. A newly hired bargaining unit member's request for direct payroll deposit shall be submitted on proper forms, submitted a least seven (7) calendar days prior to their first pay date. Any changes to the banking establishment receiving the deposits approved herein shall also be in writing and presented at least seven (7) calendar days prior to the applicable change date. All funds will be timely deposited so as to have accessibility to the funds on the pay date.

## **ARTICLE XXVI TUITION REIMBURSEMENT**

### **Section 26.1. Tuition Reimbursement.**

- A. Subject to the limitation stated in paragraph b, the Board shall reimburse employees for the cost of:
  - 1. Credit courses taken by an employee in their area of skill from an accredited college and/or university.
  - 2. Other career and job skill enhancement courses taken by an employee with prior approval of the Superintendent/Executive Director of Business Operations and which directly relate to the performance of the employee's duties in the district.
- B. The maximum total payment per employee per school year pursuant to this Article shall be \$400.00. In order to be eligible for any payment, the employee: (1) must obtain written approval from the Superintendent/Executive Director of Human Resources prior to taking a credit course or job skilled enhancement; (2) must present evidence of satisfactory documentation of completion of the course; and (3) must present satisfactory documentation of all costs for which reimbursement is sought.
- C. Payment shall be approved at the first regular Board Meeting in August or February after the compliance with the eligibility requirement or payment as defined above has been met. Request for the approval of payment should be submitted to the Benefits Office ten (10) days prior to and shall be approved at the first regular Board Meeting in August or February after compliance with the requirement listed above.
- D. **Professional Development**

**ARTICLE XXVII**  
**WORKPLACE INJURIES/WORKER'S COMPENSATION/RETURN TO WORK**

**Section 27.1. Workplace Injuries/Worker's Compensation/Return to Work**

- A. When an employee sustains an injury believed to be work related, he/she must report the injury as soon as possible to his/her immediate supervisor. The injured employee must complete an Employee Accident Report and return it to their immediate supervisor by the next workday.
- B. An injured employee who is off work must be on a leave, and may apply for any leave he/she qualifies for under Articles XVI, XVII, XVIII and XIX.
- C. Return To Work Program:
  - 1. A detailed release or return to work slip must be submitted to the immediate Supervisor and the Benefits/Human Resource Office before the employee can return to work.
  - 2. If time off the regular scheduled assignment is necessary due to an allowed condition(s), as certified by the treating physician, the following will take place to determine whether the employee qualifies for transitional/light duty work:
    - a. Before any employee is permitted to perform transitional work or light duty in any position, the employee may be required to undergo a physical exam by a physician selected by the District. In addition, this physician will evaluate any job description relevant to determine if a position would be appropriate for the injured employee.
    - b. The employee and management will work collaboratively in returning the injured employee back to their original position through the transitional work program or in a temporary assignment of light duty for which the employee is otherwise qualified. When establishing a temporary light duty position, or transitioned work program, management and the employee shall establish a time frame (not to exceed four (4) months) for the temporary assignment or transitional program.
    - c. While the employee is assigned to another position on a temporary basis, the procedures under Article XXII will not govern the filling of the employee's regular assignment.
    - d. The employee, if placed into the light duty job, will be expected to perform the job responsibilities as if it were his/her regular position. If the employee is unsuccessful in performing those responsibilities, management has the right to terminate the light duty position early, or find a different light duty position.
    - e. Employees assigned to a temporary light duty position or to a transitional work program will be paid as agreed between the management and the employee.

3. A temporary light duty assignment does not constitute a vacancy or regular position being created and does not give the employee seniority therein. The employee's regular seniority will be maintained as in Article XXI.
4. The "Return To Work" program is related directly to BWC claims. All regulation/policies and procedures of the BWC will be followed. Neither the Board nor the employee waives any rights or obligation under the Worker's Compensation statutes or rules and regulations.
5. Nothing in this section requires the Board to offer nor to continue transitional work or temporary light duty to any employee. Nothing in this section is grievable under Article XXVIII. Any disputes will be resolved through the statutory procedures under ORC Chapters 4121 and 4123 and the applicable rules and regulations.

## **ARTICLE XXVIII**

### **DRUG ALCOHOL PROGRAM**

#### **Section 28.1. Drug and Alcohol Program**

**A. Purpose:** Employees are the Board's most valuable resource, and for that reason their safety and health is of paramount concern. The Warren City Schools Board of Education maintains a strong commitment to its employees to provide a safe workplace and to establish programs promoting high standards of safety and health. Consistent with the spirit and intent of this commitment, the Board expects employees to report for work in proper condition to perform their duties. The intent of this program is to prevent the use of or the possession of drugs and alcohol in the working environment or arrival at work with them in the employee's system. Use of these substances poses a serious threat to the health and safety of all employees. This provision is intended to allow the board to adopt a policy and implement a program that complies with the minimum requirements for the bureau of Workers compensation's Level 1 Drug Free Workplace Program.

**B. Employee Responsibilities:** Under this program, employees are responsible for the following actions:

1. Avoiding the use of, and any involvement with, illegal drugs;
2. Avoiding the use of alcohol while at work and controlling off-the-job use of alcohol and other substances so as to ensure that such use does not adversely affect safety, productivity or job performance;
3. Using medication or prescription drugs only in accordance with prescriptions and physician's directives;
4. Abiding by the terms of this program;

5. If convicted of violating a criminal drug statute based on actions involving illegal drugs that occur in the workplace, notifying the Office of Human Resources within five (5) calendar days of the conviction.

**C. Prohibitions:**

1. **Illegal Drugs:** The manufacture, use, sale, trafficking, purchase, transfer, distribution, dispensing or possession of any illegal drug by any employee while on duty, or on or about the District's premises is prohibited and may result in disciplinary action (and may subject the individual to criminal prosecution).
2. **Alcohol:** Unauthorized use of or intoxication by alcohol by an employee while at work may be subject to disciplinary action. This does not attempt to regulate off-the-job alcohol use, except to the extent an employee comes to work under the influence of alcohol.
3. **Medications:** In certain situations, an employee's use of medication can pose a risk to the safety of the employee or to others. If an employee's use of any medication could adversely affect the safety of the employee, co-workers, students or members of the public; the employee's job performance; or safe or efficient District operation, then the employee must provide his/her supervisor with a physician's notice that specifies any on-duty-related limitations resulting from use of the medication. The knowing failure to provide such notice of work limitation may subject the employee to disciplinary action.
4. **Discipline:** Discipline implemented for violation of this policy shall be considered on a case-by-case basis.

**D. Employee Assistance:** It is the District's intention to help any employee who has a substance-abuse problem in situations where the individual seeks assistance. We will attempt to accommodate an employee who seeks and undergoes treatment and will attempt to protect the privacy of the individual. An employee who seeks assistance for a problem with drugs or alcohol prior to any infraction of this policy will not be subject to any adverse discipline taken for seeking such assistance. This does not protect the employee from disciplinary action for violation of the prohibitions in Section C above.

If you seek assistance for a problem with drugs or alcohol, contact the Director of Personnel about available counseling, rehabilitation and employee assistance. An employee may also call toll free the National Institute on Drug Abuse Hotline at 1-800-662-HELP.

Please do not hesitate to contact the Director of Personnel if you have any questions about employee assistance for a drug or alcohol problem.

**E. Drug and Alcohol Testing:** The following provisions are being established to ensure and maintain that the Warren City School District is a drug-free workplace. The District prohibits the unlawful manufacture, possession, use, distribution, or dispensing of alcohol or other drug paraphernalia by any member of the District's staff at any time while on District property, during work hours, or while involved in any

District-related activity or event. This includes being under the influence of alcohol and/or drugs. Any staff member who engages in prohibited conduct under the DFWP policy shall be subject to disciplinary action in accordance with District guidelines and, when applicable, the terms of the negotiated, collectively-bargained agreement. The DFWP Policy requires drug and alcohol testing of employees under specific circumstances. The specific testing requirements are A) Pre-employment, B) Post-Accident, C) Reasonable Suspicion and D) Follow-Up Testing. There will be testing of current employees only if there is reasonable suspicion as defined in the BWC Drug Free Workplace Program that the employee is at work under the influence of illegal drugs or alcohol. The Board's policy will allow for testing under the following conditions:

1. Provide for the supervisor trained in the detection of alcohol and drug use, to order a drug screen and/or alcohol breathalyzer test(s) immediately when there is reasonable suspicion that an employee has been using drugs or alcohol.
2. Drug or alcohol testing may be administered to any employee to determine their fitness for duty when there is reasonable suspicion to believe the employee may be unfit for duty.
3. A refusal to submit to a drug or alcohol test or engage in conduct that clearly obstructs the testing process shall be treated as a positive test.
4. The urinalysis procedure for obtaining the urine specimens will be done in accordance with an accredited procedure established by the provider of services.
5. Alcohol Breathalyzer Test: The Superintendent or designee shall order the employee to report to the Warren Police Department or other certified provider for an alcohol test after the appropriate arrangements have been made, if there is reasonable suspicion that an employee is under the influence of alcohol.

## **ARTICLE XXIX GRIEVANCE PROCEDURE**

### **Section 29.1 Grievance Procedure**

#### **Definitions:**

29.11 "Grievance" shall mean a claim by an employee(s) of the bargaining unit or the Union that there has been a violation, misinterpretation, or misapplication of the language of the Contract between the Union and the Board.

29.12 "Grievant" shall mean an employee(s) of the bargaining unit or the Union initiating a claim as defined in Section 28.11. Where more than one person is a grievant, each shall sign the grievance.

29.13 "Union" shall mean the Indiana/Kentucky/Ohio Regional Council of Carpenters.

- 29.14 "Steward" shall mean the bargaining unit employee, selected by that unit, as their representative and spokesperson between the Union and the Board.
- 29.15 "Administration" shall mean the Superintendent, Associate Superintendent, Executive Directors, Treasurer, Directors, Supervisors, and Coordinators, High School Principals, K-8 Principals, Supervisors of School Improvement, and Assistant High School Principals.
- 29.16 "Board of Education" or "Board" shall mean the Warren City Board of Education.
- 29.17 "Immediate Supervisor" for the purpose of the grievance shall mean that administrator, Director or supervisor most directly responsible for the grievant's daily routine; having authority to resolve the grievance.
- 29.18 "Days" shall mean actual working school days except in summer break when "days" shall mean days the Board office is open.

#### Section 29.2. Rights of the Grievant and the Union

- 29.21 A grievant shall be accompanied at all times and at all formal steps of the grievance procedure by a Steward and/or a representative of the Union.
- 29.22 The purpose of these procedures is to secure, at the lowest level administrator having authority to resolve the grievance, equitable solutions to grievances.
- 29.23 The fact that a bargaining unit employee participates in a grievance shall not be recorded in the employee's personnel file or in any information used in the transfer, reassignment, promotion or dismissal process, nor shall such fact be used in any recommendation for other employment.

#### Section 29.3. Time Limits

- 29.31 The number of days indicated at each step in the procedure shall be the maximum unless otherwise mutually agreed to by the parties.
- 29.32 If the grievant does not initiate the grievance in writing within five (5) work days of the occurrence of the act or conditions on which the grievance is based, then the grievance shall be considered waived.
- 29.33 If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on the basis of the disposition at that step, and further appeal shall be barred.

- 29.34 Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.
- 29.35 All notices of hearings, dispositions of grievances, written grievances, and appeals shall be in writing and hand delivered or mailed by certified mail, return receipt requested. The Steward and Union Representative shall receive copies of all notices.
- 29.36 Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

#### Section 29.4. Grievance Procedure

##### 29.41 Informal Procedure:

A grievance shall first be presented to the immediate supervisor in an attempt to promptly resolve the problem. The immediate supervisor shall give an answer to the grievant and his/her representative within five (5) work days of the submission.

##### 29.42 Formal Procedure:

29.421 Step I: If the grievance is not resolved at the informal level. It may be pursued further by submitting a completed Grievance Form, Step 1, in duplicate, within the timelines for filing a written grievance. Copies of this form shall be submitted by the grievant to the immediate supervisor. Within five (5) work days of receipt of the Grievance Form the immediate supervisor shall meet with the grievant. The immediate supervisor shall write a disposition of the grievance within five (5) work days after such meeting by completing the appropriate step of the Grievance Form and returning a copy to the grievant, their Steward, the Union Representative, and the Superintendent's designee.

29.422 Step II: If the grievant is not satisfied with the disposition of the grievance in Step I, the grievant shall complete Step II of the Grievance Form and submit same to the Superintendent or designee within ten (10) work days of the receipt of its disposition at Step I level. Within five (5) work days of receipt of the Grievance Form, the Superintendent or designee shall meet with the grievant. Within ten (10) work days of this meeting, the Superintendent or designee shall write his/her disposition of Step II, forwarding a copy to the grievant, the Superintendent, the Steward, Union Representative, and the Immediate Supervisor.

29.423 Step III: If the grievant is not satisfied with the disposition made by the Superintendent or designee, then the grievant shall complete Step III of the Grievance Form and submit same through the Steward or Union Representative to the President of the Board within ten (10) work days of the disposition by the Superintendent or designee either by hand delivery with receipt acknowledged as set forth in Section 29.35 or by certified

mail with a return receipt requested with the date of receipt recorded thereon.

The Board shall meet with the grievant for the purpose of reviewing such grievances. The meeting shall be held in executive session unless otherwise required by law. Such meeting shall be held at the next regularly scheduled Board meeting, but no sooner than three (3) work days after receipt of the Step III Grievance Form by the President. The disposition of the grievance shall be written by the President of the Board of Education within ten (10) work days following the meeting with the grievant. No official Board action shall be taken on the grievance. Delivery of the grievance shall either be by hand with receipt acknowledged as set forth in Section 29.35, or by certified mail, in which case the acknowledgement on the return receipt will indicate the date of delivery.

**29.424 Step IV:** If the grievant is not satisfied with the disposition of the grievance by the Board of Education at Step III, the grievant (through the Union) may request a hearing before an arbitrator by completing Grievance Form, Step IV. The grievant's request for arbitration shall be made within five (5) work days following either the receipt of the disposition of the grievance in Step III or the lapse of fifteen (15) work days following the meeting with the Board, whichever occurs first. The grievant's request for arbitration shall be addressed to the Superintendent at the Board offices. Delivery of the grievance shall either be by hand with receipt acknowledgment as set forth in Section 29.35, or by certified mail, in which case the acknowledgment on the return receipt will indicate the date of delivery. Within ten (10) work days following receipt of the grievant's request for arbitration, the Board or its designated representative and the grievant shall mutually petition the American Arbitration Association to provide both parties with a list of seven (7) names from which an arbitrator will be selected by the alternate strike method and notified in accordance with the rules of the American Arbitration Association. The Union shall strike first. Arbitrators shall be selected no more than ninety (90) calendar days from the time the list is issued by AAA. Arbitration hearings shall be scheduled as soon as possible.

Once the arbitrator has been selected, he/she shall proceed with the arbitration on the grievance in accordance with the Voluntary Labor Rules of the American Arbitration Association. The arbitrator shall have the authority to consider only a single grievance or several grievances involving a common question on interpretation or application. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision of the arbitrator shall be binding on both the Board and the Union in accordance with Ohio law.

The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this collective Bargaining Agreement, nor to add to, detract from,

or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The arbitrator shall in no way interfere with management prerogatives involving Board's discretion, nor limit or interfere in any way with the powers, duties, and responsibilities of the Board under its policies, applicable to law, and rules and regulations having the force and effect of law. With the exception of Section 29.5 of this Article, the cost of arbitration as Step IV shall be shared equally by the Board and the Union.

Section 29.5. Miscellaneous: Nothing contained in this procedure shall be construed as limiting the individual right of an employee of the bargaining unit having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication.

In the event the Union determines, at any level of the grievance procedure, that a grievance should not be carried further, the grievant may continue the procedure but shall be liable for his/her share of any expense incurred thereafter in such proceedings.

Section 29.6 Exclusivity of the Grievance Procedure: The parties agree that any dispute which is or could be the subject of a grievance is to be resolved through the grievance procedure of this Agreement. The parties further agree that the Civil Service Commission shall have no jurisdiction over any matter within the scope of the grievance procedure.

The parties individually and collectively agree that there will be no interruption or cessation of work in connection with a dispute arising under this Grievance Procedure.

## **ARTICLE XXX EVALUATION PROCEDURE**

Section 30.1. Bargaining unit employees shall be evaluated one (1) time annually.

Section 30.2. Evaluation Committee: Annually by October 1, either the Shop Steward of Local 171 or the Superintendent and/or designee may request to meet to review and make recommendations for revising the evaluation instrument. The committee shall be comprised of two (2) Local 171 representatives appointed by the Shop Steward and two (2) Board representatives appointed by the Superintendent and/or designee. Every effort shall be made by the parties to form a committee whose collective membership is knowledgeable and representative of all general categories of job duties and responsibilities. The committee will look at and explore as many alternatives as the committee believes will be useful to ensure the continuation of an effective evaluation process. In addition, the committee shall seek input from those members who are actually working in each position. While the committee shall make recommendations on the evaluation instrument, final

authority for establishing the evaluation instrument remains with the Board. The work of this committee shall be completed no later than November 15<sup>th</sup>.

## **ARTICLE XXXI BOARD RIGHTS**

**Section 31.1: Board of Education Rights:** Unless the Board agrees otherwise in this Collective Bargaining Agreement, nothing shall impair the right and responsibility of the Board to:

- A. Determining the inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Board, 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 Board as a unit of government;
- H. Effectively manage the work force;
- I. Take action to carry out the mission of the Board as a governmental unit.

The Board is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affects wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

## **ARTICLE XXXII DISCIPLINE PROCEDURE**

**Section 32.1.** Discipline will be administered in successive steps. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of conduct. Disciplinary action taken against regular employees, shall be for just cause and shall include:

- 1. Verbal warning with documentation to Executive Director of Business Operations
- 2. Written reprimand
- 3. Suspension without pay for up to two (2) days
- 4. Suspension without pay for three to five (3-5) days
- 5. Suspension without pay for six to forty (6-40) days with options to implement a Last Chance Agreement and/or suspension of benefits that coincide with the length of the suspension.
- 6. Discharge from employment.

- 7. Loudermill Hearing: In cases involving a suspension of three (3) or more days or discharge, upon completion of the Board's investigation of the allegations and prior to initiating a suspension of three (3) or more days or discharge, the employee shall be granted a Loudermill Hearing at which the employee and his/her Union representative shall be entitled to be present.

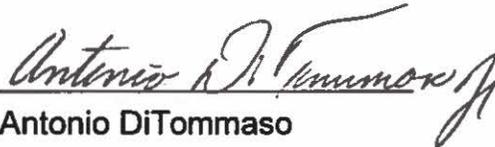
Management retains the right to skip steps if warranted by the severity of the infraction.

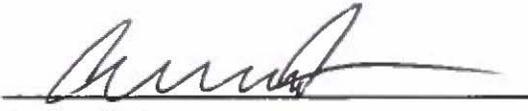
**ARTICLE XXXIII  
DURATION OF THE AGREEMENT**

Section 33.1. Duration of Contract: This contract shall become effective at 12:01 a.m. on July 1, 2014, and shall continue in full force and effect until midnight, June 30, 2017.

INDIANA/KENTUCKY/OHIO  
REGIONAL COUNCIL OF  
CARPENTERS

WARREN CITY SCHOOL DISTRICT  
BOARD OF EDUCATION

  
Antonio DiTommaso  
Business Agent

  
Andre Coleman  
Board President

  
Robert J. Lewis  
Shop Steward

  
Angela J. Lewis  
Treasurer

  
Michael Notar  
Superintendent

  
Michael Wasser  
Executive Director of Business Operations

  
William Kush  
Supervisor Plant Maintenance/Operations  
& Warehouse

## SALARY TABLE T"

APPRENTICE CARPENTERS, CARPENTERS, MASTER MECHANICS, NON  
LICENSED ELECTRICIAN, LICENSED ELECTRICIAN

Effective July 1, 2014 -2017

### Apprentice Carpenter

- 1<sup>st</sup> year - 70% of the hourly rate for Carpenters.
- 2<sup>nd</sup> year – 80% of the hourly rate for Carpenters.
- 3<sup>rd</sup> year - 90% of the hourly rate for Carpenters.
- 4<sup>th</sup> year - 95% of the hourly rate for Carpenters.

Upon satisfactory completion of the four-year apprenticeship program, the  
Apprentice Carpenter will be placed on the appropriate pay schedule.

2014- 2015	Step	Apprentice Carpenter	Carpenter	Master Mechanic	Non-Licensed Electrician	Licensed Electrician
1.50%	1	18.65	26.62	27.11	27.45	29.38
	2	21.30	26.62	27.11	27.45	29.38
	3	23.96	26.62	27.11	27.45	29.38
	4	25.29	26.62	27.11	27.45	29.38
	5	25.29	26.62	27.11	27.45	29.38
	6	25.29	26.62	27.11	27.45	29.38
	7	25.29	26.62	27.11	27.45	29.38
	8	25.29	26.62	27.11	27.45	29.38
	9	25.29	26.62	27.11	27.45	29.38
	10	25.29	26.62	27.11	27.45	29.38
	11	25.29	26.62	27.11	27.45	29.38
	12	25.29	26.62	27.11	27.45	29.38
	13	25.29	26.62	27.11	27.45	29.38
	14	25.29	26.62	27.11	27.45	29.38
	15	25.29	26.62	27.11	27.45	29.38
	16	25.29	26.62	27.11	27.45	29.38
	17	25.29	26.62	27.11	27.45	29.38
	18	25.29	26.62	27.11	27.45	29.38
	19	25.29	26.62	27.11	27.45	29.38
	20	25.29	26.62	27.11	27.45	29.38
	21	25.29	26.62	27.11	27.45	29.38
	22	25.29	26.62	27.11	27.45	29.38
	23	25.29	26.62	27.11	27.45	29.38
	24	25.29	26.62	27.11	27.45	29.38
	25	25.29	26.62	27.11	27.45	29.38
	26	25.29	26.62	27.11	27.45	29.38
	27	25.29	26.62	27.11	27.45	29.38
	28	25.29	26.62	27.11	27.45	29.38
	29	25.29	26.62	27.11	27.45	29.38
	30	25.29	26.62	27.11	27.45	29.38

2015- 2016	Step	Apprentice Carpenter	Carpenter	Master Mechanic	Non-Licensed Electrician	Licensed Electrician
1.50%	1	18.93	27.02	27.52	27.86	29.83
	2	21.62	27.02	27.52	27.86	29.83
	3	24.32	27.02	27.52	27.86	29.83
	4	25.67	27.02	27.52	27.86	29.83
	5	25.67	27.02	27.52	27.86	29.83
	6	25.67	27.02	27.52	27.86	29.83
	7	25.67	27.02	27.52	27.86	29.83
	8	25.67	27.02	27.52	27.86	29.83
	9	25.67	27.02	27.52	27.86	29.83
	10	25.67	27.02	27.52	27.86	29.83
	11	25.67	27.02	27.52	27.86	29.83
	12	25.67	27.02	27.52	27.86	29.83
	13	25.67	27.02	27.52	27.86	29.83
	14	25.67	27.02	27.52	27.86	29.83
	15	25.67	27.02	27.52	27.86	29.83
	16	25.67	27.02	27.52	27.86	29.83
	17	25.67	27.02	27.52	27.86	29.83
	18	25.67	27.02	27.52	27.86	29.83
	19	25.67	27.02	27.52	27.86	29.83
	20	25.67	27.02	27.52	27.86	29.83
	21	25.67	27.02	27.52	27.86	29.83
	22	25.67	27.02	27.52	27.86	29.83
	23	25.67	27.02	27.52	27.86	29.83
	24	25.67	27.02	27.52	27.86	29.83
	25	25.67	27.02	27.52	27.86	29.83
	26	25.67	27.02	27.52	27.86	29.83
	27	25.67	27.02	27.52	27.86	29.83
	28	25.67	27.02	27.52	27.86	29.83
	29	25.67	27.02	27.52	27.86	29.83
	30	25.67	27.02	27.52	27.86	29.83

<b>2016- 2017</b>	<b>Step</b>	<b>Apprentice Carpenter</b>	<b>Carpenter</b>	<b>Master Mechanic</b>	<b>Non-Licensed Electrician</b>	<b>Licensed Electrician</b>
1.50%	1	19.21	27.43	27.93	28.28	30.27
	2	21.95	27.43	27.93	28.28	30.27
	3	24.69	27.43	27.93	28.28	30.27
	4	26.06	27.43	27.93	28.28	30.27
	5	26.06	27.43	27.93	28.28	30.27
	6	26.06	27.43	27.93	28.28	30.27
	7	26.06	27.43	27.93	28.28	30.27
	8	26.06	27.43	27.93	28.28	30.27
	9	26.06	27.43	27.93	28.28	30.27
	10	26.06	27.43	27.93	28.28	30.27
	11	26.06	27.43	27.93	28.28	30.27
	12	26.06	27.43	27.93	28.28	30.27
	13	26.06	27.43	27.93	28.28	30.27
	14	26.06	27.43	27.93	28.28	30.27
	15	26.06	27.43	27.93	28.28	30.27
	16	26.06	27.43	27.93	28.28	30.27
	17	26.06	27.43	27.93	28.28	30.27
	18	26.06	27.43	27.93	28.28	30.27
	19	26.06	27.43	27.93	28.28	30.27
	20	26.06	27.43	27.93	28.28	30.27
	21	26.06	27.43	27.93	28.28	30.27
	22	26.06	27.43	27.93	28.28	30.27
	23	26.06	27.43	27.93	28.28	30.27
	24	26.06	27.43	27.93	28.28	30.27
	25	26.06	27.43	27.93	28.28	30.27
	26	26.06	27.43	27.93	28.28	30.27
	27	26.06	27.43	27.93	28.28	30.27
	28	26.06	27.43	27.93	28.28	30.27
	29	26.06	27.43	27.93	28.28	30.27
	30	26.06	27.43	27.93	28.28	30.27