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AGREEMENT

BETWEEN

THE LORAIN BOARD
OF
EDUCATION

AND

SHEET METAL WORKERS
INTERNATIONAL ASSOCIATION
LOCAL UNION NO. 33

July 1, 2014 THRU June 30, 2017

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CONTRACT BEGINNING
ENDING

July 1, 2014
June 30, 2017



ARTICLE I- RECOGNITION

The Board recognizes the Sheet Metal, Air, Rail and Transportation Workers, Local Union No. 33 (hereinafter "Local 33"), for the bargaining unit which shall solely consist of the following positions: custodian (non-licensed, fireman, and engineer); head custodian (non-licensed, fireman, engineer); floating custodian; maintenance; semi-skilled maintenance; (repairman, carpet, HVAC); skilled maintenance (building maintenance specialist, carpenter specialist, electrician specialist, HVAC specialist, painting specialist, plumbing specialist, roofer, lead maintenance technician, multiple-skilled tradesman); warehouseman; head warehouseman; head groundskeeper; and food service truck driver.

ARTILE II – PRINICIPLES

A. Objectives

The Board of Education of the City of Lorain and Local 33 representing the custodial, maintenance, food service truck driver, and warehouse personnel, do hereby agree that the welfare of the children of the City of Lorain is paramount in the operation of the schools and will be promoted by both parties. The parties do hereby agree as follows:

Attainment of objectives of the educational program of the district requires mutual understanding and cooperation between the Board and the employees of the school district. Free and open exchange of views is desirable and necessary, with all parties participating in deliberations leading to the determination of matters of mutual concern.

B. School Employees

The workers in this school system must be persons of high moral standards and they do recognize that their duties, which are concerned with the supplementation of the educational program are of major importance. In order to contribute fully to the overall educational system they must do their work under satisfactory condition.

C. Fair Share Fee and Check-Off

1. The Board shall deduct from the first pay each month members of the bargaining unit who elect not to become or to remain members of Local 33, , a fair share fee for the Local 33's representation of such non-members during the term of this Contract.
2. Notice of the amount of the annual fair share fee, which shall not be more than 100% of the regularly assessed initiation fees, dues and assessments of Local 33, shall be transmitted by Local 33 to the Treasurer of the Board on or about September 15 of each year during the term of this Contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to Local 33.
3. Payroll deduction of such fair share fees shall begin following 60 days of employment as set forth in O.R.C. 4117.09 (C).
4. The Board shall deduct from the first pay each month of each member of the Union who has authorized such deductions any dues, initiation fees and/or assessments the Union may adopt, and the Board agrees to promptly transmit all deducted amounts to the Union. The Board shall not be responsible for any unpaid or uncollected union dues, where the Union member has not provided a check-off authorization.

5. The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amount deducted for each.
6. Local 33 represents to the Board that an internal rebate procedure has been established in accordance with the O.R. C. 4117.09 (C) and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join Local 33 and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.
7. Local 33 agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:
 - a. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;
 - b. Local 33 shall reserve the right to designate counsel to represent and defend the employer;
 - c. The Board agrees to: (a) give full and complete cooperation and assistance to Local 33 and its counsel at all levels of the proceeding, (b) permit Local 33 or its affiliates to intervene as a party if it so desires, and/or (c) to not oppose Local 33 or its affiliates' application to file briefs amicus curiae in the action; and
 - d. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to comply except due to court order or misapplies such fair share fee provision herein.

D. Negotiations

1. Either the Board of Education or Local 33 may initiate negotiations no earlier than April 1 in the year in which their agreement expires, and the first meeting shall be established within fourteen (14) calendar days. They shall bargain in good faith.
2. A calendar of meetings shall be established at the first negotiations session.
A meetings shall be conducted at mutually agreed upon times and locations. Each party shall make every effort to meet on a regular basis until negotiations are completed.
3. In the event an agreement is not reach by negotiations and full consideration of proposals and counter-proposals by September 30th, either party may call for the services of the Federal Mediation and Conciliation Services to assist in negotiations. If one party calls for mediation involvement, the other party shall join in a joint request.
4. The Federal Mediation shall supersede all other dispute settlement procedures contained in O.R.C. 4117.14.
5. If either the Board and/or Local 33 rejects further use of the Mediator and all efforts of proposals and counter-proposals have failed, the Union shall be entitled to exercise its right to strike after complying with the provisions of O.R.C. 4117.14 (0)(2). The Board of Education shall be entitled to exercise all its rights upon the failure and ultimate impasse after mediation.
6. When an agreement is reached, it shall be submitted in written form for ratification to Local 33 membership and to the Board of Education. When approved by both parties, it shall be signed by their respective Chief Stewards and shall be entered into the official minutes of the Board.

E. Definitions

1. Days: All days in the agreement, unless specifically designated as calendar days, are work days.

ARTICLE III- PAID HOLIDAYS

Section 1:

The following days shall be recognized as paid holidays: New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and the day after Thanksgiving, Christmas Day, and two other days during Christmas break, such days to be designated by the Superintendent; plus such other State and Federal holidays as recognized by the Board of Education provided they are incorporated as a non-school day, or fall during the summer period when schools are not in session.

Section 2:

When any of these days fall on a Saturday or Sunday, and school is closed on Friday or Monday, then that day shall be a paid holiday if such day is part of the regular work week.

ARTICLE IV-VACATIONS

Section 1:

Each full time employee shall be credited with one-twelfth of his/her annual vacation leave following each month of service.

Section 2:

Accrued vacation leave may be scheduled following successful completion of the employees' initial probationary period and upon mutual agreement with the Superintendent or his/her designee.

Section 3:

Each full-time employee shall accrue vacation leave with full pay for such leave excluding legal holidays, according to the following schedule. A “full-time employee” is a person who is in service not less than eleven months in each calendar year. “Service” shall include hours of active employment and hours spent on involuntary layoff under Article VI, not to exceed the length of recall rights. The accrual rate shall change to the rate identified below on the seventh July 1 of employment; the fifteenth July 1 of employment; and the twenty-fifth July 1 of employment.

From initial employment through the sixth year of service - 80 hours

From the seventh year of service through the fourteenth- 120 hours

From the fifteenth year of service through the twenty-fourth year - 160 hours

From the twenty-fifth year of service and annually thereafter - 200 hours

ARTICLE V- SENIORITY

Section 1:

Seniority shall be on a system-wide and bargaining unit basis defined as follows:

- a. System seniority shall be defined as the total number of years of uninterrupted continuous service by the employee with the Lorain Board of Education, as computed from the employee’s most recent date of hire.
- b. Bargaining unit seniority shall be defined as the total number of years of uninterrupted continuous service by the employee in the bargaining unit.

Section 2:

- a. New employees to the bargaining unit shall be considered as probationary for the first ninety days of service. Upon completion of the probationary period the employee shall be entered on the seniority list and shall rank in seniority from the first day of employment in the bargaining unit. Removal by the employer during the initial probationary period shall not be subject to the grievance procedure.
- b. In the event two or more employees are hired on the same date, the employment application date will be used to determine the most senior employee. If the employee is selected from a Civil Service eligibility list, the rank order as it appears on the list will be used to determine the most senior employee.

Section 3:

The seniority list shall show the name, job title, bargaining unit date of entry and Board date of hire of all employees entitled to seniority.

Section 4:

The employer shall keep the seniority list up to date at all times, said list being available to all employees. Posting of such list shall be at the discretion of either party.

Section 5:

An employee shall lose his/her seniority for the following reasons:

- a. Quits or retires.
- b. Is discharged and the discharge is not reversed through the grievance procedures.

- c. Is absent for five (5) consecutive days without notifying the employer. After such absence the employer shall send written notification to the employee at the last known address that seniority has been lost and employment terminated.
- d. Obtains a leave of absence under false pretenses.

ARTICLE VI- REDUCTIONS AND LAYOFF

Section 1:

In the event it should become necessary to reduce the number of employees, or to formally discontinue a position to which a member of the bargaining unit is assigned, every reasonable effort will be made to provide the subject employee(s) 30 or more days' notice.

Section 2:

In an effort to ensure that employees with the least service are the first to be subject to any necessary work force reduction, the following order of work force reductions will be implemented:

- a. Employees who have not completed their entry-level probationary period will be the first subject to layoff.
- b. The employee with the least bargaining unit seniority in the classification reduced shall be laid off next.
- c. Any employee who would be laid off in a classification which has been reduced shall have the right to bump into a classification previously held and/or for which said employee is qualified. When bumping is instituted, bargaining unit seniority shall prevail. Should an employee bump into a different classification as outlined in this paragraph, there shall be a thirty day probationary period. If the employee does not successfully complete the probationary period, the

employee will return to their previous position or go on layoff. The employee to be laid off will exercise bumping rights against the least senior employee on the same shift, or the least senior employee, in any position for which the employee is qualified.

- d. Laid-off employees shall be subject to recall in reverse order of the layoff for a period not to exceed two years. Reinstatement shall be made from the layoff list provided an employee is qualified before any new employee is hired. Employees shall have the responsibility of notifying the personnel office of any change in address.
- e. If an employee is recalled to a different classification during the period of reduction, that senior employee shall have first-recall rights back to his/her classification when an opening occurs.
- f. The Board will agree to continue current payments for health and medical insurance for the next succeeding three full months after the layoff.

ARTICLE VII-LEAVES OF ABSENCE

A. Sick Leave

Section 1:

Sick leave shall be cumulative at 10 hours per month, or at such rate of accumulation set by state statute whichever is greater, and shall be limited in accumulation to a maximum of 2400 hours.

Section 2:

An employee who transfers from a public agency or school district shall be credited with unused balance of his/her sick leave.

Section 3:

Employees may use sick leave for absence due to illness, injury, exposure to contagious disease, and for illness in the employee's immediate family.

Section 4:

Employees shall be allowed to use accumulated sick leave for a death in the immediate family.

“Immediate family” shall be interpreted to include: father, step-father, mother, step-mother, sister, brother, spouse, child (includes step child and/or foster child), mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents and grandchildren.

Section 5: Accrued Leave for Accumulated Sick Leave

Each member of the bargaining unit shall be granted accrued leave as listed below. No more than three (3) members of the bargaining unit will be permitted to use these accrued leave days on the same day. Such days of accrued leave shall not be cumulative from year to year. The bargaining unit member shall give his/her immediate supervisor at least forty-eight (48) hours advance notice of any accrued leave to be taken.

1 day accrued leave at 400 hours accumulated sick leave as of July 1st

2 days accrued leave at 1000 hours accumulated sick leave as of July 1st

3 days accrued leave at 1600 hours accumulated sick leave as of July 1st

4 days accrued leave at 2200 hours accumulated sick leave as of July 1st

Accrued leave hours not used by June 30th, upon request of the employee, shall be reimbursed at the Class I, Step 3 rate of pay.

When an employee anticipates he/she will be off duty at any time for any reason, he/she shall be required to report prior to the start of work each day of the absence to the Chief of Operations

or his/her designee. If the illness lasts beyond two (2) days or the employee anticipates being off beyond two (2) days, he/she shall be required to report the approximate amount of time he/she will be on sick leave. The employee must notify the Chief of Operations or his/her designee on the day before return to duty. The employee must submit a sick leave affidavit in a timely manner upon return to work.

B. Personal Leave

Each employee shall be credited with forty-eight (48) hours of personal leave each July 1st. Generally, no more than 3 members of the bargaining unit will be permitted to use these personal leave hours on the same day. The Superintendent or his/her designee must grant approval five (5) days prior to the day of leave unless a justified emergency occurs. These personal leave hours shall not accumulate from year to year.

C. Jury Duty

All employees called for jury duty shall be excused from work without loss of wages. Jury duty shall not be charged to any leave. Employees shall follow the call-in procedures when reporting for such duty. An employee must provide the Treasurer with proof of service and such pay as received for jury duty service. The Treasurer will not deduct such jury duty pay from an employee's wages provided the jury duty pay is given to the Treasurer within 60 days of the end of jury duty service. The employee shall notify the Chief of Operations or his/her designee upon receiving the jury duty summons, prior to each day of service, and on the day dismissed from jury duty.

D. Assault Leave

An employee who suffers bodily injury inflicted by any person(s) during such time as the employee is carrying out his/her assigned duties, shall be paid the employee's regular rate of pay during the period the employee is disabled as a result of such injury, but in no case to exceed twenty (20) days.

Assault leave shall not be charged to sick leave except when such disability exceeds twenty (20) days. The length of assault leave shall be as determined by a physician, subject to review by a physician designated by the school system. Such determination by a physician must be reported in writing to the Chief of Operations. The employee shall complete the appropriate incident report.

E. Call In Procedures for Leave

In addition to any other required actions, the employee must also report any absence from duty to the District's automated attendance system. The employee shall be required to report the absence prior to the start of the employee's work day.

F. Accrued Leave. Personal Leave and Vacation Leave

The appropriate form must be submitted to the Chief of Operations or his/her designee five days prior to intended use of the personal leave or vacation leave.

ARTICLE VIII- WORK WEEK AND OVERTIME PAY

Section 1:

With respect to bargaining unit members hired before October 1, 2003, the standard work week is forty hours, Monday through Friday. The hourly schedule shall be as prescribed by the employer. Overtime shall be paid at one and one half times, which shall include all hours worked over eight (8) hours in one day; all hours worked over forty hours in one week Monday through Friday; and all hours worked on the recognized holidays listed in Article III. The holidays as specified shall be considered as time worked for the purpose of accomplishing the forty (40) hour work week.

For all bargaining unit members hired on or after October 1, 2003, the standard work week shall be forty (40) hours, Monday through Sunday, provided each employee shall be scheduled to work five

(5) consecutive days within a work week. For such employees, the employer shall have the prerogative to quarterly modify the position work week and work hours, provided in any such event, the work week shall be five (5) consecutive days. Subject to the limitations set forth above, the employer shall notify the affected employees at least ten (10) work days prior to implementation of a new work schedule.

Section 2:

If the employer determines a building custodian is required to return to the building for a scheduled or unscheduled activity, a minimum of three (3) hours shall be charged. The custodian shall remain in the building until the activity is terminated and the building is vacated. Assignment of work to be performed during these hours shall be proper. Overtime shall be applied only to the hours worked within this minimum and applied only as determined by Ohio and Federal statutes.

Section 3:

Whenever custodians shall be required to make a building check on Saturdays, Sundays, or holidays, they shall make a thorough interior and exterior check of the buildings and shall receive a minimum of three hours credit. The Board of Education reserves the right to schedule these building checks by whomever it chooses.

Section 4:

In the event of a call-out after regularly scheduled times, a minimum of three hours will be credited at time and one half.

Section 5:

When the schools are closed because of inclement weather and employees who are not required to be present are paid for the day, then any employee who is required to work shall also be paid for the day, and in addition, will be paid for all hours worked. This applies to regular employees only.

Those hours paid because of this inclement weather will be paid at a straight time rate and will not be considered in any overtime calculations.

Section 6:

Overtime shall be allocated and distributed in accordance with the following guidelines:

(a) Any employee who desires to work overtime hours shall place his/her name on the District's overtime list every quarter: January 1st, April 1st, July 1st and October 1st. An employee who places his name on the District overtime list shall be available to work overtime hours in accordance with this Article VIII upon being asked to work overtime. After an employee accepts or declines the hours of overtime offered to him, the employee shall be placed at the bottom of the overtime list. If an employee specifically refuses an offer of overtime, the employee shall be placed at the bottom of the overtime list. If an employee refuses overtime more than once in any given quarter, the employee shall be removed from the overtime list for that quarter.

(b) Overtime which is required in a specific building for scheduled events, conferences, outside rentals or community meetings or elections shall first be offered to the custodian assigned to the building provided that the custodian complies with the requirements of paragraph (a) of this section.

- 1) All overtime shall be approved, in writing, by the Associate Director or assigned administrator prior to working it;
- 2) Building overtime which is declined by the custodian assigned to the building shall be offered to the employee at the top of the overtime list who is qualified to perform the work, moving downward through the list until the overtime is accepted; and
- 3) The District shall maintain the overtime list and keep it available for review by the bargaining unit's officers. The list shall be carried over from quarter to

quarter with those employees who have placed their name on the list for that quarter. Employees who opt back onto the overtime list at the beginning of any quarter shall be added to the bottom of the overtime list being carried over, in order there by seniority. The overtime list shall be “re-set” by straight seniority on July 1 of each year.

(c) Overtime which is required for stadium or other outside events, graduation ceremonies, stadium rentals or grass cutting and snow removal, shall be offered first to all bargaining unit members who are not assigned to a building as a custodian and who have placed their name on the overtime list, in order of seniority as appearing on the list; and then to the other employees on the overtime list who are qualified to perform the work, moving downward through the list until the overtime is accepted.

All other requirements and provisions of subparagraphs (a) and (b) above shall apply to this provision.

(d) In an emergency, the District reserves the right to bypass the requirements of this article to fill the need for manpower, if necessary, to protect District property or personnel from damage or injury, until normal operations are restored.

(e) In cases where the District needs specific skills for the overtime work required, the District shall be permitted to assign overtime to those individuals who have demonstrated competency in those skills. The Director of Operations will provide to the Union’s Chief Steward a list of which skills the Director has determined are held by which individuals at the beginning of each calendar year. If the individual disagrees with the Director’s determination, the individual shall be given the opportunity to demonstrate the skills in question to a committee consisting of two District

appointees and one Union appointee, for its review. Further disagreements shall be subject to the grievance procedure.

ARTICLE IX- VACANCIES, PROMOTIONS AND TRANSFERS

Section 1:

A "vacancy" occurs when the Board creates a new bargaining unit position or when an existing position is open for more than twenty-five work days. The Board must notify the Union of its intent to eliminate the position within twenty-five (25) day period of the position being open, or if such notice is not given, the Board must post the vacancy.

Section 2.

When a vacancy occurs in a new position or a position the Board is not eliminating, the employer shall post the vacancy and current hours of work. Job vacancies will be posted for a minimum period of five days, setting forth the requirements of such vacancy. Employees are responsible for notifying their supervisor, on a form approved by the District, of their contact information in the event an employee is on approved leave when a job vacancy is posted. The posting shall be placed in each District building and provided separately to the Union stewards. All interested applicants must apply through the District's electronic system within the period prescribed. Assignments to job vacancies shall be completed within thirty days after the posting limits have expired. If no assignment is made within thirty days, the decision to not make an assignment, or the delay beyond thirty days, may be grieved through the grievance procedure.

Section 3

If any employee, covered by the bargaining agreement, requests consideration during the posting period for appointment to a vacancy and can show qualification as per job description; that

employee shall be considered as a candidate for the position. All candidates shall be considered and evaluated. When candidates are equal in qualifications, and have the same work history with the employer (which includes the employee's discipline and absenteeism record), the candidate with the most bargaining unit seniority shall be appointed to the position. For purposes of this Article, absenteeism means frequent or habitual unexcused absenteeism and/or tardiness. Candidates not currently employed in the bargaining unit shall not be considered until all candidates in the bargaining unit has been considered, evaluated and rejected.

Section 4.

All bargaining unit employees who successfully bid on other positions shall have a twenty-five (25) work day probationary period. For a period of ten (10) work days following appointment to a bid position, the employee shall have the right to return to his/her previous classification and maintain his/her seniority. If after ten (10) work days in the bid position and at any time thereafter during the probationary period, the employer determines the employee will be unable to satisfactorily complete the probationary period, the employee shall be returned to his/her previous classification and shall maintain his/her seniority.

Section 5.

Should the senior employee be denied the promotion, reasons for the denial shall be given in writing. If said employee disagrees, the denial may become a proper subject for the grievance procedure.

Section 6.

If the vacant position is not filled by a bargaining unit member the Board may hire anyone who meets the qualification of that position except in the positions of Maintenance I and Food Service Truck Driver which will be governed by Civil Service procedures and law.

Section 7.

The Board shall not suffer or permit more than four (4) seasonal employees to work in Classification I at any given time, and at no time shall the Board suffer or permit Classification I to consist of more seasonal than full-time employees working.

ARTICLE X- GRIEVANCE PROCEDURES

The primary objectives of the grievance procedure are the attainment of peaceful, orderly settlements of day-to-day problems arising out of the employer-employee relationships and the strengthening of employee relations by providing the ground rules for assuming the fair treatment of employees.

Both the board and the union recognize the value of an effective, smoothly operating grievance procedure. To that end the board pledges that it will expeditiously settle meritorious grievances and the union pledges to keep the system free of unmeritorious grievances.

A "grievance" is defined as an alleged violation of this agreement or any dispute with respect to its meaning or application; any dispute concerning disciplinary action taken, including reprimand, suspension with or without pay, demotion, or termination; and any dispute concerning an interpretation or application of recognized work rules or practices.

The principles of progressive discipline shall be followed, with oral reprimand given prior to written reprimand, followed in order by suspension with or without pay, demotion, and termination. This shall apply in all cases except for offenses of a serious nature where a reprimand would not be commensurate with the seriousness of the offense. Initial suspension shall be limited to no more than three days; subsequent suspensions no more than five days.

Section 1: Grievance Procedure

Step 1: Informal

A dispute, disagreement, difference, or disciplinary action arising between any eligible bargaining unit member and any member of the management team shall be handled initially by scheduling a meeting between the employee and that employees' immediate supervisor within ten (10) work days of its occurrence. If the meeting fails to resolve the dispute, a formal written grievance on a mutually devised form shall be signed and delivered to the Chief of Operations within twenty (20) work days of its occurrence or the dispute will no longer exist.

No suspension, demotion or termination may be taken until the employee, with union representation, has had an opportunity to be heard through this step of the grievance procedure. The only exception being that a management person may suspend the bargaining unit member for the balance of his/her daily work assignment if the employee's physical or mental condition is believed to be such that they may jeopardize the safety of themselves or others. In the case of a violation of law or Board-policy the employee may be removed from the work site pending the outcome of an investigation. It is understood that any disciplinary actions may later be grieved.

Step 2: Chief of Operations

Not later than five (5) days after a grievance is filed, management will notify the employee, the grievance chairman, and the Chief Steward of Local 33 of the date, time, and location of the hearing, which date shall be no later than ten (10) days after the date of notification. At that hearing the grievant and the Chief of Operations or his/her designee shall be present. Not later than five days following the hearing, a written decision, including any disciplinary action, shall be delivered to the employee with copy to the grievance chairperson.

Step 3: Superintendent

If unsettled at Step 2, the employee may within ten (10) days from receipt of the written disposition of Step 2, submit to the Superintendent a written request for a meeting in Step 3 for the purpose of settling the grievance. Not later than five (5) days after receipt of such request, the employee and the grievance chairman shall be notified of the time and location of the meeting, which date shall not be later than ten (10) days after the date of notification. The meeting in Step 3 shall be before the Superintendent or superintendent's representative. The grievant shall be present. Not later than five days following the hearing, a written decision, including any other disciplinary action, shall be delivered to the employee with copy to the grievance chairperson.

Step 4: Board of Education

If a grievance is not settled in Step 3, the employee may, within ten days after the receipt of the written decision in Step 3, submit to the Treasurer of the Board, a written request for a meeting in Step 4, for the purpose of settling the grievance. No later than five days after receipt of such a request the employee shall be notified of the time and location of the meeting in Step 4, which date shall be no later than ten days after the date of notification. The meeting in Step 4 shall be before the Board of Education. At that meeting, the grievant shall be present and the Board shall have in attendance the Superintendent and such others as it may determine. Not later than ten days following the conclusion of the hearing, the Board shall submit a written disposition to the employee involved in the grievance.

Step 5: Arbitration

If the answer to the grievance following Step 4 is not satisfactory, the Union shall have the right within sixty days to submit the matter to arbitration under the Labor Arbitration Rules of the Federal Mediation and Conciliation Service ("F.M.C.S.") by informing the Board and the F.M.C.S.

that the matter is to be arbitrated. The parties shall choose a single Arbitrator. The fees and expenses of the Arbitrator and the cost of the arbitration shall be borne solely by the party which the arbitrator rules against.

The Arbitrator shall render a written decision and award resolving the controversy and ordering all appropriate relief. The decision and award of the Arbitrator shall be final and binding upon the Board, the Union, and the employees affected by the decision and award. The Arbitrator is prohibited from making any decision or award which is inconsistent with the terms of any agreement between the Board and the Union, or contrary to law. The arbitration hearing shall be held and the award shall be made in Lorain, Ohio.

Section 2:

Except as specified in Step 1-Informal for disciplinary actions, the employee may appear in subsequent steps of the grievance procedure:

1. Accompanied by not more than three representatives of Local 33; or
2. Represented by a person other than a Local 33, representative if the employee so desires.

Nothing herein shall be construed to limit the employer from having additional representatives (not to exceed three individuals). Within five days prior to an arbitration hearing, Local 33 will inform the Superintendent of those members of Local 33 who will be attending the arbitration.

Section 3:

It is recognized that some problems cannot be subject to the grievance procedure provided herein since they are governed by the Ohio Revised Code. In such events, the provision of the Code shall be followed and no grievance shall be processed.

Section 4:

Nothing contained herein shall interfere with an employee's right to meet voluntarily with the administration.

Section 5:

Failure to render the decision within the time limit specified shall not deter the lodging of an appeal to the next step within the time allotted.

Section 6:

The grievance procedure set forth in this agreement shall be the exclusive method of reviewing and settling disputes between the Board and the Union and/or between the Board and an employee(s) except for issues of initial employment.

Section 7:

Provided five days' notice is given the grievant and grievance chairperson prior to a Step 2 or Step 3 hearing, the grievant and/or the grievance chairperson will inform the Chief of Operations of those members who will attend the hearing at least three days in advance of the hearing.

ARTICLE XI- INSURANCE

Section 1:

- A. There shall be established a self-insured health plan by the Lorain Board of Education covering all full time bargaining unit members in accordance with the terms of this section and pursuant to O.R.C. 3313.02. This health plan shall provide bargaining unit members with hospitalization, medical, prescription drug, dental and vision coverages. The Joint Insurance Health Plan Trust Document as may be amended from time to time by a majority of the Plan trustees shall be incorporated herein by reference.

B. The Health Plan Benefits provided by the Health Trust shall be no less than those benefits provided the Lorain Education Association.

Section 2:

Term Life Insurance. The Board shall provide all employees eligible for membership in the Local 33 with forty thousand dollars (\$40,000) term life insurance policy. This insurance shall provide for double indemnity. The members shall have the option to purchase additional insurance, payroll deductible, at the same group rates.

ARTICLE XII- COMPENSATION

Section 1:

Bargaining unit positions shall fall within the following pay classifications:

- Class I: entry level, unskilled laborers, truck drivers and seasonal workers
- Class II: semi-skilled workers, custodians and warehousemen
- Class III: skilled tradesmen, head groundskeeper, and head warehouseman
- Class IV: Lead Maintenance Technician(s), Head Custodian High School, and Multiple-Skilled Tradesmen

Section 2.

The hourly base pay for each classification effective July 1, 2014, shall be as follows:

Class I:	Step I	\$9.09
	Step II	\$10.20
	Step III	\$11.33
Class II:	Step I	\$15.15
	Step II	\$16.32
	Step III	\$17.51

Class III:	Step I	\$20.20
	Step II	\$21.42
	Step III	\$22.66
Class IV:	Step I	\$25.00
	Step II	\$26.00
	Step III	\$27.00

Employees hired before July 1, 2011, whose hourly base pay exceeds the pay established above for their classification and Step shall not be eligible for base pay increases until such time as general wage increases equal or exceed their current hourly base pay.

Current employees who meet the requirements for the Class IV positions, as set forth in Appendix A hereto, shall be considered for promotion to such positions when the District posts them. Non-employees can be considered for the Class IV positions only after current employees who have applied for them have been considered and rejected by the Chief of Operations for not meeting the requirements of the posted position.

The Class III positions of Electrician, Roofer, Carpenter and Custodian shall be eliminated through attrition after the District fills the Class IV positions. The District will neither layoff nor involuntarily re-assign the employees holding such positions as of May 1, 2014, in order to eliminate the positions. In eliminating any of the positions, the District will provide 30 days advance written notice to the employee and the Union of the elimination of any of the position(s), which notice shall not be provided prior to December 1, 2015.

The parties agree to initiate after June 30, 2015, a re-opener for Article XII only, to determine any Compensation increases for the 2015-16 school year. The parties agree to initiate after June 30, 2016, a re-opener for Article XII only, to determine any Compensation increases for the 2016-17 school year.

Section 3:

Employees shall be paid per hour, and any reference made in this Agreement to “salary” or “salaried” shall not affect the hourly status of bargaining unit members. Paychecks shall be issued by direct deposit at least two times per month. Pay on any check shall be for covered hours in the preceding pay period, *e.g.* a paycheck issued on Friday, June 29, includes all pay for covered hours in the pay period that ended on Friday, June 15.

Section 4:

When an employee is assigned to substitute on a position calling for increased compensation, he is to receive the higher wage when the substitute service continues for five (5) days or more for the period assigned to the position of higher compensation. When an employee, regardless of base hourly pay, voluntarily bids to a position in a different classification, the employee’s new base hourly pay shall follow the classification and step schedule set forth in Section 2 above, except that no employee shall be reduced in pay more than \$4 per hour in making such a voluntary bid to a different classification.

Section 5:

(a) A bargaining unit member shall be entitled to a step increase with his/her classification after one full year (twelve (12) months) of service within his/her current step and classification provided that the employee achieves an annual evaluation equal to or greater than seventy-five percent of the maximum score possible for the evaluation procedure set forth herein. The employee who achieves two annual evaluations equal to or above sixty percent but less than seventy-five percent consecutively, shall be entitled to a step increase after two full years of service with his/her current step and classification.

(b) Evaluations shall be made in three separate and distinct areas:

- 1) Performance;
- 2) Training; and
- 3) Attendance.

Each area of evaluation shall have a maximum of six (6) points for a total maximum of eighteen (18) points.

The area of evaluation shall be scored as set forth below:

Performance shall consist of six categories with each category depicting a score of one point for a satisfactory and no points for unsatisfactory evaluation.

The categories are:

1. Performance of Duty
2. Knowledge of Work
3. Work Habits
4. Attitude
5. General Conduct and Appearance
6. Safety Performance

Training shall consist of six training sessions or events per year. The District will schedule the training sessions, to the extent possible, on Professional Development days. The employee shall earn one-half (1/2) point for attending the complete training session or event and shall receive an additional one-half (1/2) point for the satisfactory completion of the training session or event. The District will notify employees when the training is posted as to what "satisfactory completion" will require. The District will permit, for good cause, re-takes or makeup training sessions to permit the employee to earn the designated training point. Where the District is

unable to schedule any of the six sessions, or cancels any session, each employee shall be awarded the full point for such session.

Attendance shall be based on the prompt attendance of all scheduled days of work and shall be scored as follows:

- Less than two tardy or occurrences 6 points
- 2-4 tardy or occurrences 5 points
- 5-7 tardy or occurrences 4 points
- 8-10 tardy or occurrences 3 points
- 11-13 tardy or occurrences 2 points
- 14-16 tardy or occurrences 1 points
- More than 16 tardy or occurrences 0 points

An “occurrence” is an absence from any scheduled day of work, or an excused absence of two or more consecutive days, supported by a doctor’s note or other independent documentation that establishes the absence as excused. By way of example, an employee who misses three consecutive work days due to the flu would, upon presentation to the District of a doctor’s verification of illness, receive one occurrence for the absence from three scheduled days of work. FMLA-approved leave and workers compensation injury leave shall not be treated as “occurrences.”

The District reserves the right to score an employee lower than the schedule set forth herein for attendance in the event that the District determines that an employee has demonstrated a pattern of absences or tardiness.

Section 6:

Shift Allowance: Second shift employees, defined as employees who report to work at 2 PM or after, shall receive an eighty-five cents per hour (\$.85/hour) shift pay in addition to their base hourly rate.

Section 7:

Bargaining unit members shall receive in July of each contract year a uniform allowance in the amount of four hundred twenty-five dollars (\$425) which shall be treated as taxable income to each member. New bargaining unit members shall receive a pro-rated uniform allowance per month for each month of employment, up to the immediately subsequent August, at which time the member shall be paid the annual allowance for the next year. Bargaining unit members shall comply with Board Policy CDQC, "Policy on Uniforms for Employees."

Section 8:

Bargaining unit members who earn welding certification shall receive a one-time payment of \$600 if the member applies for this payment. Those members who apply for and receive the \$600 payment are expected to perform welding tasks as a part of job responsibilities. Overtime for welding tasks may be scheduled by management.

Section 9:

Custodial workers who, with the prior approval of the Operations Department, use their personal vehicle in the performance of their duties shall be reimbursed per Board policy on a quarterly basis upon submission of a daily travel log specifying destinations and mileage.

Section 10: Longevity

Bargaining unit members are entitled to longevity pay, based upon their years of service to the District, to be added to their regular base hourly rate on the following schedule:

On the employee's tenth July, \$0.75/hour

On the employee's fifteenth July, \$1.25/hour

On the employee's twentieth July, \$1.75/hour

On the employee's twenty-fifth July, \$2.25/hour

The longevity increases are applicable on July 1 of each year.

Section 11: Vehicle Damage

A bargaining unit member whose vehicle is vandalized while on school property during work hours shall be entitled to reimbursement of their insurance deductible up to a limit of \$500 upon the filing of an affidavit with the Office of Human Resources. Proof of submission of a claim to the bargaining unit members' insurance carrier is required for reimbursement. The member is required to make a report to the Lorain Police Department as well.

Section 12: Severance Pay

Severance pay shall be a one-time, lump-sum payment to eligible employees according to the following provisions:

A. Eligibility

An employee's eligibility for severance pay shall be determined as of the final date of employment. The criteria are:

1. The individual retires from the school system.
2. "Retirement" shall be defined as disability or service retirement under any state or municipal retirement system in the state.
3. The individual must be eligible for disability or service retirement as of the last day of employment.
4. The individual must, within one hundred and twenty (120) days of the last day of employment, prove acceptance into the retirement system by having received in cash his/her retirement check.

5. The individual must have not less than ten (10) years of service with this school district.
6. The individual must sign for severance check certifying all eligibility criteria have been met.

B. Benefit Calculation

The amount of the benefit due an employee shall be calculated by:

1. Multiplying the employee's accrued but unused sick leave by one-fourth.
2. The amount of the benefit calculated in Step 1 shall not exceed the value of five hundred sixty (560) hours of accrued but unused sick leave.

ARTICLE XIII- SAVINGS CLAUSE

Section 1:

If any provision of this agreement is, or shall at any time be contrary to law, then such provision shall not be applicable, performed or enforced. In such event, all other provisions of this agreement shall continue in effect.

ARTICLE XIV- BOARD OF EDUCATION RIGHTS

Section 1:

The recognized employee organizations agree to cooperate with the Board and administration to attain the best possible operation of the city school system in a manner consistent with fair and reasonable labor practices. The employee organization will support the Board and administration's effort to improve the physical condition of the schools, eliminate waste, conserve materials and supplies, establish efficient methods of operations and improve the services provided in the schools.

Section 2:

The Board of Education retains the sole right to manage the operation of the schools, including but by no means limited to the right of deciding the duties to be performed, the tools, equipment and machinery used in such performances, the manner of handling and storing equipment, to maintain order, safety and efficiency in its operations, to hire, lay-off, assign, transfer and promote employees, to schedule hours to be worked, including starting and quitting times, to schedule overtime hours, to discipline, suspend or discharge employees for just cause, provided that none of these rights shall be exercised in a manner inconsistent with the other provisions of this agreement.

Section 3:

The Board also has the right to require health examinations at Board expense to determine eligibility for employment or continuation of employment or transfer to a different job, or for other reasons considered appropriate with right of appeal under normal grievance procedure.

Section 4:

The Board of Education reserves the right to classify its buildings with relation to the job requirements, and assign personnel accordingly provided there is due and just cause because of some change in the buildings, or assignment of personnel that result in a change of work responsibilities. Reclassification of a building will not be done without consultation with Local 33, and if dissatisfaction exists it shall be a fit subject for the grievance procedure. The Board also reserves the right to assign or reassign personnel if the assignment(s) or reassignment (s) is/are to conform with or are deemed to be necessary to comply with federal and/or state laws or mandates.

ARTICLE XV - EMPLOYEES' RIGHTS & PRIVILEGES

Section 1: Negotiation Meetings

Negotiation meetings shall be scheduled with the least interruption of school schedules.

Section 2: Use of School buildings by the Union

- A. The Union and its representatives shall have the right to use school building facilities when such facilities are not already in use. This shall be free of charge except if additional special custodial service is required. The Board may then make standard charges as provided in the Building Use Policies.
- B. The Union may conduct Union business on school property providing such business shall not interfere with or interrupt normal school operations.

Section 3: Use of Equipment. etc.

- A. The Union shall have the right to use school equipment on school premises for Union purposes when such equipment is not otherwise in use.
- B. Supplies for such equipment use will be furnished or paid for by Local 33.
- C. The Union shall pay the cost of repair or replacement of equipment damaged as a result of misuse while performing Union work.

Section 4: Bulletin Board Usage

Separate bulletin board space shall be designated in each building for general use by the Union.

Such space shall be located in an area readily accessible and normally frequented by employees.

Materials shall be posted at the discretion of the Union.

Section 5: Mail and Courier Service

The Union shall be authorized to use school mail service and mailboxes for dispersal of Union materials. Such materials shall be dispersed at the discretion of the Union representative.

Section 6: Meetings

- A. The Board shall permit, without loss of pay, Local 33 members elected to State or National offices of Union affiliated organizations to attend the meetings of these organizations.
- B. The Board shall permit without loss of pay and with substitutes provided at Board expense, duly authorized Local 33 delegates (not to exceed four total) to attend:
 - 1. The Sheet Metal Workers International Association national convention.
 - 2. The Ohio AFL-CIO annual convention.
 - 3. A seminar, conference, or training session sponsored by a labor group to which Local 33 is affiliated.
 - 4. It is further agreed that a limit of four officers or delegates will be permitted to attend each of the above meetings with a total limitation of 200 hours annually. Such hours may also be used to cover arbitration hearings during normal work hours.

Section 7: Employee File and Review

All personnel files of individual employees, excluding pre-employment information, shall be open for inspection to each employee upon request. The employee may have a Union representative present while he reviews his/her file.

Any material derogatory to an employee's conduct, service, character or personality which is placed in the employee's file shall be made known to the employee, and the employee shall have the right to enter a letter of explanation. All entries that are derogatory to an employee's conduct shall be removed from the personnel file after a three-year period upon the request of the employee, unless such removal is a violation of the Public Records Law of the State of Ohio.

An employee shall be entitled to a copy, at his/her expense, of any material in his/her file except for material originally supplied to the Administration as confidential previous to his/her employment. Anonymous letters or materials shall not be placed in an employee's file, nor shall they be made or become a matter of record, unless otherwise required by law.

Section 8:

A Board of Education packet of materials identical to that which the press receives at each Board meeting goes to the Chief Steward of Local 33 before the meetings.

Section 9:

Employees may be disciplined for just cause. Appeals of disciplinary actions shall be handled through the grievance procedure in Article X.

ARTICLE XVI- DURATION OF AGREEMENT

This agreement shall be effective beginning July 1, 2014, and shall continue in full force and effect until June 30, 2017. The Treasurer reserves the right to certify funding for each year and shall make such certification as soon as the amount of State Aid is determined for the next state budget cycle.

ARTICLE XVII- WAIVER

Section 1:

The parties acknowledge that during the negotiations which resulted in 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 and that the understandings and agreements arrived at between the parties after the exercise of that right and opportunity are set forth in the Agreement.

Section 2:

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

ARTICLE XVIII- APPLICATION OF CIVIL SERVICE LAW

It is the intent of the parties that the Civil Service Laws contained in Ohio Revised Code Chapter 124 and the local rules and regulations of the Lorain City Civil Service Commission shall apply to employees in the bargaining unit except as limited by this agreement. It is expressly understood that the Lorain Civil Service Commission shall have authority and jurisdiction as it relates to employees in the bargaining unit except as specifically expressed and/or limited in this agreement.

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APPROVED AS TO FORM AND CONTENT WITH EFFECTIVE DATE OF
THE AGREEMENT BEING JULY 1, 2014:

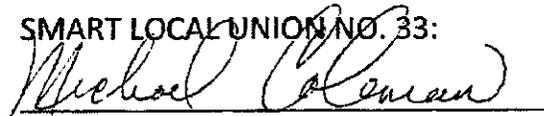
THE LORAIN CITY SCHOOL BOARD OF EDUCATION:


Board President

11/20/14
Date

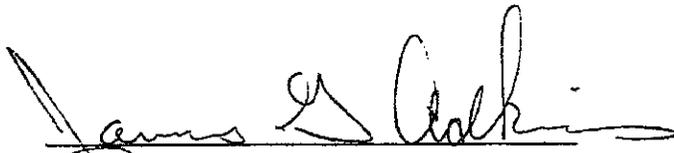

Treasurer

SMART LOCAL UNION NO. 33:


Business Manager

11/20/14
Date


Business Representative


Chief Steward

APPENDIX

A

JOINT INSURANCE HEALTH PLAN TRUST

The Lorain Board of Education has established a self-insured health plan which covers the members of SMART Local Union No. 33, in accordance with the terms of this agreement and pursuant to O.R.C. 3313.202.

A. Joint Insurance Health Plan Trust

A Joint Insurance Health Plan Trust (JIHPT) composed of twelve (12) designated representatives of the Union and Board is hereby created. Local 33 shall appoint one (1) person to the Trust. Local 33 shall be assigned one (1) vote plus one (1) additional vote for each block of one hundred (100) members beyond the first one hundred (100). The Board representatives shall exercise a number of votes equal to the total of employee bargaining unit votes. Decisions will be made by a three-fourths majority of the votes.

B. Health Plan Trust Agreement

This Health Plan Trust Agreement shall be composed of such terms and conditions as agreed to by a three-fourths majority of the Trustees. The initial term shall be for four (4) years, commencing on November 1, 1993, and shall continue thereafter unless modified by collective bargaining.

C. Reserve

At the commencement of the Health Trust Plan Agreement, the Board of Education shall make a one-time payment into an Insurance Reserve held by the Health Plan Trustees an amount equal to 20% of the projected 125% cost, as determined in Reserve, below.

There shall be transferred to the Joint Insurance Health Plan Trust from the Board an Insurance Reserve to be vested at the difference between the FY94 annual health care benefits cost according to the present schedule as determined by an actuarial study and the attachment point (125% of annual insurance cost) for aggregate stop loss insurance. This

Insurance Reserve and interest accruing thereto may be used only for the purposes described in this section and that portion initially funded by the Board shall revert to the Board in the event of the termination of the Trust. It shall be the responsibility of the Trustees to maintain this reserve after the initial set-up by the Board.

D. Run Out Reserve

A Run Out Reserve shall be established by adding to the premium rates for coverages (which will be charged to all other Board funds on a per participant basis) an amount calculated to achieve a reserve with sufficient dollars to pay for a three (3) month run out should the Trustees decide to opt for fully insured coverage in lieu of self-funded coverage. This fund may be increased or decreased annually in order to maintain sufficient funding for its stated purpose. Overages shall be distributed by the Trustees as described below. This fund will be fully vested prior to June 30, 1996.

E. Operating Reserve

The Board of Education shall be responsible for the funding of the Self-Insurance Trust Plan which shall be by monthly payments in advance of 1/12 of the annual funding level determined by an independent actuary based upon experience and factors generally recognized by health actuaries. Such factors shall include plan administrative costs, stop loss insurance costs, Third Party Administrator costs, and Managed Care Administrator costs. All such costs are to be determined by an Actuary selected by the Trustees. Such annual projections shall be made in a like manner for each year of the plan but shall in no event be less than the projections in the first year. The totality of this contribution shall be known as the Operating Reserve. After the first year, the Board's annual increased cost will be limited to 50% of medical inflation increase or the costs of living increase both as

determined by the U.S. Department of Commerce of Greater Cleveland Metropolitan Area, whichever is greater.

The funding for each additional year shall be in twelve (12) equal installments and shall be as follows:

1. An amount equal to the first year funding shall be paid 100% by the Board of Education.
2. All increases in funding for each additional year in excess of the first year funding level shall be paid as follows:
 - a. All such increased costs of stop loss insurance shall be borne 50% by the Board of Education and 50% by plan participants.
 - b. All such increased costs attributed to increased management and administration costs shall be borne 50% by the Board of Education and 50% by the plan participants.
 - c. Any cost to be borne by the plan participants shall be paid as determined by the Trustees through enactment of cost containment changes in the plan or coverages which will result in savings determined by the independent actuary to be not less than the amount to be borne by the participants.

F. Trustee Authority

The plan shall provide benefits for hospitalization, medical, dental, vision, and prescription drugs, as provided by present policies in accordance with terms and provisions as agreed to by the Plan Trustees, including a per person \$1,000,000.00 lifetime limit, with enrollment periods as provided in this Trust agreement. The purpose of the Trustees shall be to administer the Health Plan Trust Fund. The Trustees shall contract for

coverages solely for medical hospitalization, dental, vision and prescription drugs. They shall examine the viability of continuing with self-insured programs and shall determine which, if any, coverages will be self-insured. The Third Party Administrator, Comprehensive Managed Care Administrator, Legal Counsel, and Independent Actuary shall be determined by the Trustees and shall be funded by the Trust.

At the end of each plan year the Independent Actuary, in addition to determining the cost basis for the next ensuing year shall certify the unexpended trust fund monies as of the 120th day following the end of the plan year. Thereafter, not more than thirty (30) days following the Actuary's report, all monies paid into the plan trust but unexpended for costs and claims incurred and paid for the previous year shall be paid 50% to the plan participants and 50% to the Board of Education. The 50% payment to the participants shall be made by pro rata distribution to all plan participants employed at the end of the plan year, by individual checks issued by the Third Party Administrator to each such participant.

G. Termination

In the event of termination of the Health Plan Trust, the Trust shall be wound up with all of the remaining funds including any appreciation thereto distributed to the plan participants and the Board, 50% to each, with participants getting a pro rata basis to all plan participants employed upon termination of the plan with the exception of the Insurance Reserve listed in Reserve, above.

A summary "Schedule of Benefits" description shall be prepared by the Third Party Administrator and distributed to each plan participant. A decision by a three-fourths (3/4) majority of the votes of the Plan Trustees shall be final and binding upon all parties.