



# **AGREEMENT**

**Between the**

**Warren City School District  
Board of Education**

**And the**

**International Union of  
Operating Engineers  
Local 95**

**June 30, 2015 through June 29, 2018**

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## **AGREEMENT**

This Agreement entered into at Warren, Ohio this June 30, 2015 between the Warren City School District Board of Education, hereinafter referred to as the "Board", and the International Union of Operating Engineers Local 95, hereinafter referred to as the "Union".

### **ARTICLE I RECOGNITION**

Section 1.1. The Board recognizes the Operating Engineers for the term of this Agreement as the sole and exclusive bargaining representative for all painters, painter apprentices, janitors, plant manager II's, bus drivers, firemen (attrition), mechanics, groundskeepers, grounds crew, warehouse manager, warehouse delivery person and preventative maintenance technicians covered under Salary Table D, but excluding Supervisor of Plant Maintenance and Operations and Warehouse, District Systems Manager, and Plant Manager I's.

Section 1.2. For the purpose of this Agreement Section 1.1 shall be considered as a combined single unit.

Section 1.3. The term "employee" as used in this Agreement means those persons included in the bargaining unit. The Operating Engineers shall admit employees to membership without discrimination on the basis of race, creed, color, national origin, sex, marital status, age or religious affiliation.

#### **Section 1.4**

- a. The Plant Manager 1 position will become a supervisor's job and be exempt from the Bargaining Unit described in the Recognition Article Agreement between the Board and the Union above.
- b. The Union and Board has agreed to a job description for Plant Manager 1's describing their duties and guarantees that they will not perform any duties that's are currently performed by Bargaining Unit employees, except in emergency.
- c. If, in the future, the Board decides it no longer needs Plant Manager 1's in a supervisory position, this job will be returned to the Bargaining Unit described in the Recognition Article minus the supervisory duties.

Section 1.5 The right of contracting or subcontracting is vested in the Board of Education. The right to contract or subcontract shall not be used for the purpose of undermining the Union or to discriminate against any of its members nor shall contracting or subcontracting result in the reduction of the present work force as is now in effect nor in the event of the extension of service, shall contracting or subcontracting be used to avoid the performance of work covered under the agreement. .

Section 1.6 The Board must provide and recognize a list of all classifications within Local #95's bargaining unit.

## **ARTICLE II**

### **UNION SECURITY AND DUES CHECK OFF**

Section 2.1. The Board agrees to deduct from or check off on the wages of employees for the payment of dues to the Operating Engineers, upon presentation of a written authorization individually executed by any employee.

Section 2.2. Payroll deductions shall be direct deposited to the account set up by the Treasurer and Financial Secretary of Local #95.

Section 2.3. The Board further agrees to continue to honor present dues deduction authorization executed by the employee in favor of the Operating Engineers, and to notify the local in case of any changes in deductions.

Section 2.4. The Operating Engineers agree to indemnify and save the Board harmless against any and all claims that may arise out of or by reason of action taken by the Board in reliance upon any authorization cards submitted by the Operating Engineers to the Board.

Section 2.5. Dues deduction authorization shall be irrevocable for a period of one (1) year. Union dues or fair share fees shall be deducted in twenty-four (24) installments commencing with the first full pay in July. The Union Financial Secretary shall, by June 20<sup>th</sup> of each year, provide the Boards Treasurer's office the new amount needed to be deducted. No charges shall be made for this service.

Section 2.6. The Board shall deduct monthly membership dues, permit fees, fair share fees and if appropriate, initiation fees payable to the Union, upon receipt of a voluntarily written individual authorization from any bargaining unit employee on a form provided by the Union.

When an employee transfers from one appointing authority to another within the bargaining unit, the dues deduction notice or fair share notice, if one has been submitted, will be transferred to the new appointing authority.

Each employee covered by this Agreement who fails voluntary to acquire or maintain membership in the Union shall be required to pay to the Union a fair share fee as a condition of employment.

All employees in the bargaining unit pursuant to Section 4117.09 © of the Ohio Revised Code who do become, or do not remain, members in the Union shall, during a such period of non-membership, be required as a condition of employment to pay to the Union a fair share fee of an equal to the dues uniformly required of it's members. The deduction of the fair share fee from the payroll checks of the bargaining unit employees shall be automatic within thirty (30) days of employment, or within thirty (30) days of the effective date of this Agreement and does not require authorization by the non-member employee. The Board is limited to deducting only Union dues, or fair share fees for the exclusive representation of the bargaining unit unless stated in this Agreement.

Section 2.7. The Board shall be obligated under this Article to terminate the employment of any employee by reason of his/hers failure to obtain or maintain membership in the Union or pay fair share fees as required by the Article upon receipt of written request for such termination from the Union. Upon termination the Board will post and fill the position with another contract person.

The Union shall indemnify and hold the Board harmless from any action brought against the Board as a result of the provisions of this Section.

### **ARTICLE III COVERAGE**

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

### **ARTICLE IV RELEASE TIME**

Section 4.1. When negotiation meetings conflict with work schedules, members of the negotiating committee shall be released from school duties to attend negotiation meetings scheduled during their regular working hours. Such meetings shall be scheduled so as not to interfere with normal school schedules whenever possible. The employee members of the negotiating committee will be paid by the Board for time spent in negotiations when sessions are scheduled during their regular working hours, but only for straight time hours they would have otherwise worked.

### **ARTICLE V REQUEST FOR NEGOTIATIONS**

Section 5.1. If either party wishes to negotiate changes to this Agreement, it shall notify the other party in writing no later than April 1st of the year in which the contract is to expire. The Operating Engineers shall notify the Superintendent or his/her designated representative. The Board shall notify the Chairperson of the Operating Engineers or his/her designated representative. The initial bargaining session shall be scheduled no later than April 1st unless otherwise mutually agreed to by the parties.

### **ARTICLE VI NEGOTIATING TEAMS**

Section 6.1. Each party in its sole discretion shall select a negotiating team of no more than five (5) members. Each team shall select a spokesperson who shall be in attendance at each negotiating session unless otherwise agreed to by the parties. All negotiations shall be conducted exclusively between said teams. However if a particular issue at the bargaining table requires special expertise from a person who is not on the negotiating team, the parties will schedule a session that allows that person to participate in discussion on that issue.

**ARTICLE VII  
NEGOTIATION MEETING**

Section 7.1. Once negotiations have been requested, both parties shall establish the time and place, and the following procedure will be used:

At the first meeting, the parties shall exchange and explain their proposals. Subsequent meetings will be used to negotiate the proposals until a tentative agreement is reached. Either party shall submit no additional new proposals after the third meeting.

Section 7.2. Each meeting will be held in executive session.

**ARTICLE VIII  
CAUCUS**

Section 8.1. Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a reasonable period, mutually agreed upon, to caucus.

**ARTICLE IX  
EXCHANGE OF INFORMATION**

Section 9.1. Upon reasonable request, at no expense to the requesting party, the Superintendent or his/her designee shall furnish the Operating Engineers, and the Operating Engineers will furnish to the Superintendent or his/her designee, all available information pertinent to the issues under negotiations, such as financial condition of the district. Access to available information in such form as it exists constitutes compliance with this provision; and neither party is obligated to develop data or information not in existence or to rework, redraft, summarize, complete or otherwise develop data other than in its existing form.

**ARTICLE X  
CONSULTANTS**

Section 10.1. In addition to said teams, each team may admit and utilize in its sole discretion two (2) consultants to such meetings.

**ARTICLE XI  
PROGRESS REPORTS**

Section 11.1. Periodic written progress reports may be issued during negotiations to the public provided that any such release shall have prior approval of both parties.

Section 11.2. The Operating Engineers retain the right to issue general reports to their membership on the progress of negotiations.

Section 11.3. The Board retains the right to issue general reports to individual Board Members

and the Administrative Staff regarding the progress of negotiations.

**ARTICLE XII  
AGREEMENT**

Section 12.1. When consensus is reached on those matters being negotiated, the understandings of the parties shall be reduced to writing and submitted to the Operating Engineers for ratification and then to the Board for its approval. When approved, in accordance with 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 duplicated and distributed to the Union members and to representatives of the Board. The Union and the Board shall share all costs incurred in the preparation, typing, and duplication of the agreement, equally. All negotiations must be completed within ninety (90) days, unless the Board and the Operating Engineers mutually agree upon extensions.

Section 12.2. All employees shall perform their duties in a normal and efficient manner during negotiations and for the duration of this Agreement.

**ARTICLE XIII  
MEDIATION**

Section 13.1. 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 13.2. 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 Operating Engineers.

**ARTICLE XIV  
FURTHER TERMS OF AGREEMENT**

Section 14.1. Any agreement reached and accepted by the Operating Engineers and the Board shall supersede and cancel any conflicting verbal or written rules and regulations 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 XV  
CONSISTENCY WITH LAW**

Section 15.1. If any provisions of an agreement between the Board and the Operating Engineers shall be 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 XVI ARTICLES**

Section 16.1. Wages and hours 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 procedures outlined in this Agreement.

### **Section 16.2 Newly Created/Revised Positions**

The Board shall have the right to establish new bargaining unit positions and the basic purpose for those positions, or to initiate a revision of an existing job description. Whenever the Board establishes a new bargaining unit position, or initiates a revision to an existing job description, the Executive Director of Business Operations shall meet with official representatives of IUOE Local 95 to establish a job description for the position. The representative shall have the right to provide input into the Board's recommendations on the contents of the job description, but final authority for establishing the job description and defining its contents remains with the Board.

Section 16.3 The Warren City Schools shall maintain individual personnel files for each bargaining unit employee. Each employee shall have the opportunity to review and receive a copy of all contents in his/her personnel file. The employee has the right to respond in writing to any information found in his/her personnel file and said written response shall be placed in the employees' personnel file.

## **ARTICLE XVII GRIEVANCE PROCEDURE**

### **Section 17.1. Definitions**

- a. "Operating Engineers" shall mean the International Union of Operating Engineers, Local 95.
- b. "Administration" shall mean the Superintendent, Associate Superintendent, Treasurer, Executive Director of Business Operations, Executive Directors, Directors, Supervisors, High School Principal, PK-8 Principals, Senior High Assistant Principals, Managers, and Plant Manager 1's.
- c. "Days" shall mean actual working school days except in the summer when days shall mean days the Board Office is open.
- d. "Grievance" shall mean a claim by a member(s) that there has been a violation, misinterpretation, or misapplication of the language of the Contract between the Operating Engineers and the Board.
- e. "Grievant" shall mean a member(s) and his/her representative (which is the Operating Engineers) initiating a claim as defined in Section 17.1 d. (Where more than one person is a grievant, each shall sign the grievance.)

f. "Immediate Supervisor" for the purposes of the grievance procedure, shall mean the individual designated as Transportation Supervisor for transportation-related employees, Plant Manager I and the Supervisor of Plant Maintenance, Operations and Warehouse for all other employees.

g. "Member" shall mean a member of the bargaining unit described in Article I, Section 1.1, of this Contract.

#### Section 17.2. Rights of the Grievant and the Operating Engineers

a. A grievant shall have the option to be accompanied by union representation at all steps of the grievance procedure by a representative of the Operating Engineers. It is the responsibility of the member to seek representation.

b. The purpose of these procedures is to secure, at the lowest level administrator having authority to resolve the grievance, equitable solutions to grievances. All parties agree that grievances will be kept as confidential as is appropriate and processed as expeditiously as possible.

c. The fact that a bargaining unit member participates in a grievance shall not be recorded in the bargaining unit member'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 17.3. Time Limits

a. The number of days indicated at each step in the procedure shall be the maximum unless otherwise mutually agreed to by the parties.

b. If the grievant does not file a 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.

c. 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.

d. 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. If an administrator at the informal level or Step 1 has no authority to grant the grievance, it may be filed initially at Step II.

e. 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 bargaining unit agent shall receive copies of all notices.

f. 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 17.4. Grievance Procedure

##### a. Informal Procedure

A grievance shall first be presented to the immediate supervisor in an attempt to promptly resolve the problem. The grievant and immediate supervisor shall sign a form indicating the date the grievance was presented. The immediate supervisor shall give an answer to the grievant and his/her Operating Engineers representative within five (5) work days of the submission. If not answered in five (5) work days then the grievance will advance to the next step automatically unless either party requests an extension of time in writing.

b. Formal Procedure

1. Step 1

If the grievance is not resolved at the informal level, it may be pursued further by submitting a completed Grievance Form, Step 1, within the timelines for filing a written grievance in duplicate. Copies of this form shall be submitted by the grievant to the Executive Director of Business Operations. Within five (5) work days of receipt of the Grievance Form, the Executive Director of Business Operations shall meet with the grievant and their union representative. The Executive Director of Business Operations 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, Chairperson of the Operating Engineers Grievance Committee, Chief Steward of Local 95, and the Superintendent.

2. Step 2

If the grievant is not satisfied with the disposition of the grievance in Step 1, the grievant shall complete Step II of the Grievance Form and submit same to the Superintendent or designee within ten (10) work days of receipt of its disposition at Step 1 level. Within five (5) work days of receipt of the Grievance Form, the Superintendent or designee shall meet with the grievant and their union representative. Within ten (10) work days of this meeting, the Superintendent or designee shall write his/her disposition of the grievance by completing his/her portion of Step 2, forwarding a copy to the grievant, the Superintendent, the Operating Engineers Grievance Chairperson, Local 95 Chief Steward, and the immediate supervisor.

3. Step 3

If the grievant is not satisfied with the disposition of the grievance by the Superintendent at Step 2 the grievant (through the Operating Engineers) may request a hearing before an arbitrator by completing Grievance Report Form, Step III. The grievant's request for arbitration shall be made within fifteen (15) work days following either the receipt of the disposition of the grievance in Step 2 or lapse of twenty-five (25) work days following grievant's submission of the Grievance Form to the Superintendent under Step 2, whichever occurs first. The grievant's request for arbitration shall be addressed to the Superintendent, at the Board of Education Offices, delivery of the grievance shall either be by hand with receipt acknowledged as set forth in Section 17.3e, or by mail, in which case acknowledgment on the return receipt will indicate the date of delivery. Within ten (10) work days following receipt by the Superintendent, of the request for arbitration, the Board or its designated representative and the Operating

Engineers shall mutually petition the Federal Mediation Conciliation Service 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 and timelines of the Federal Mediation Conciliation Service. The toss of a coin will determine who strikes first.

Once an arbitrator has been selected, he/she shall proceed with the arbitration on the grievance in accordance with the Voluntary labor Arbitration Rules of the Federal Mediation Conciliation Service. The arbitrator shall have the authority to consider only a single grievance or several grievances involving a common question of 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 shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on both the Board and Operating Engineers. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this Collective Bargaining Contract, nor 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 law, and rules and regulations having the force and effect of law.

Each party shall bare its own expenses in an arbitration. The Arbitrator's fee shall be shared equally by the parties.

#### Section 17.5. Miscellaneous

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

#### Section 17.6. 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 this grievance procedure.

It is further understood that the parties individually and collectively agree that there will be no interruption or cessation of work in connection with a dispute arising under this Contract.

## **ARTICLE XVIII RIGHTS**

#### Section 18.1. 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. Determine 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 layoff, 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.

## **ARTICLE XIX ABSENCE TARDINESS**

### **Section 19.1. Statement of Philosophy**

The Board and IUOE Local 95 believe that employee attendance has a direct effect on the ability of the District to provide the services needed to support the mission of the Warren City Schools. Furthermore, we believe that unexcused absences, failure to report for or to remain at work, or repeated tardiness, are grounds for disciplinary action. Therefore, employees are expected to report to work at the assigned time and place, and to remain on duty during their scheduled work hours.

### **Section 19.2. Work Practices**

#### **A. Calling Off Procedure**

In the event it is necessary for an employee to be absent from duty due to health related matters, the employee should provide notice to his/her immediate supervisor as soon as possible, but at least as required in section [20.8] of this Agreement.

#### **B. Late Arrival Procedure**

In the event an employee is unable to report to work on time, he/she shall inform his/her immediate supervisor and indicate an approximate time by which he/she will report to work.

Section 19.3. Disciplinary Action. Attendance related violations may be subject to the Discipline Procedure as outlined in Section 38.1 of the Agreement.

Section 19.4. Presumed Resignation. Five (5) consecutive working days of unauthorized and/or unexcused absence may be considered job abandonment and a presumed resignation. Prior to the Board accepting said resignation, the employee shall be provided the opportunity to explain the absences to the Executive Director of Business Operations at a meeting set by the Executive Director of Business Operations.

## **ARTICLE XX WORKING HOURS**

Section 20.1. The normal work week and work year, shall be as indicated in Salary Table D established by the Board. The Board reserves the right to establish a work week other than Monday through Friday or to change an employee's working hours with five (5) days prior notice. This five (5) day notice does not apply to mechanics when required to cover the early morning shift.

Section 20.2. Each employee who works in excess of eight (8) hours a day or forty (40) hours in any calendar week shall be paid at the rate of one and one-half (1 1/2) times such employee's regular rate of pay. (Any supervisor or acting supervisor shall not do bargaining unit work.) Overtime is to be approved in advance by immediate supervision and the Superintendent or his/her designee. All holidays will be included in computing-overtime.

Explanation - An acting supervisor is not entitled to do bargaining unit work on days when he/she is substituting for a supervisor. Payment for such substitution shall be at the same step paid to the supervisor.

Section 20.3. Shift Differentials:

(Shift differentials do not apply to Administration buildings)

- a) Any employee (exclusive of drivers) working second shift during the time regular school is not in session, June - September (not overtime work), shall be paid a five percent (5%) shift differential per hour.
- b) Any employee working a third shift (not overtime work) will receive a ten percent (10%) shift differential per hour.
- c) Any employee regularly scheduled to work on Saturday or Sunday (not overtime work) will receive a ten percent (10%) shift differential.

Section 20.4. Except for checking buildings, any employee working outside of his/her regularly scheduled hours shall receive at least two (2) hours pay. If the employee works for more than two (2) hours, he/she shall be paid for the time actually worked. Any employee whose regular work hours are extended shall be paid only for the extended time actually worked.

Section 20.5. Any employee working a certain number of hours in any given week shall have those hours credited on that week's payroll. Any of those hours shall not be carried over to the next week or any subsequent week to avoid paying overtime.

Section 20.6 The start of the workday will be determined by the school calendar and the building needs and will be re-evaluated each academic year. The workday is 8 working hours plus a ½ hour unpaid lunch. The scheduling of the two (2) ten minute breaks and the ½ hour lunch time may vary depending on the needs of the building.

Section 20.7. Supervision will post a voluntary sign up list (Maintenance Substitute/Overtime Signup List, MS/OSL) in the Maintenance Office prior to the start of each school year for those maintenance employees desiring to substitute or work overtime for that year. Bargaining unit members who receive contracts after the start of the school year will be given the option to sign up for overtime. Bargaining unit members, who have signed up for work, refusing to substitute or work overtime or are a "no-show" for overtime four (4) times per year will be removed from the list for the remainder of that year.

Bargaining Unit overtime work will be posted and scheduled by supervision. All overtime work, except in emergency situations, will be performed by contract employees in the bargaining unit who have signed up for such work. In the event an employee is not available within that respective building, supervision will then contact an employee by following this procedure:

Department seniority within the maintenance departments will be used for the purpose of determining which employee is assigned to work overtime in his/her assigned building, provided that the employee is trained and willing to perform the duties/tasks of the overtime posted. In the event an employee is not available to work the overtime/substitution within that respective building, supervision will then contact a member from the MS/OSL by the following procedure:

Any maintenance employee shall be eligible for overtime/substituting that cannot be accommodated by the staff in the building in question if

- a. they are qualified (have successful performance in job tasks)
- b) knowledgeable (previous experience in that buildings systems) enough to perform the needed duties, and in the following order and for duties similar to their normal job responsibilities by those employees signed up by School Board Seniority:
  - (Current Day Fireman), Day Janitors and Plant Manager II (for like duties);
  - Janitors (for like duties) and if needed;
  - Groundscrew, Warehouse Workers, Preventative Maintenance Technicians and Painter (for Janitor duties)

In order to work overtime or substitute in another building you must be:

- Signed up on the MS/OSL;
- Have proven qualities to perform the duties needed;
- Enough Board Seniority to be chosen if a need develops;

- Available

Section 20.8. The following will constitute the procedures for reporting off work and reporting availability for work the day following an absence:

Day shift personnel must report off work to their Supervisor not later than 5:00 a.m. the morning of the absence, and must report their availability for returning to work to their Supervisor not later than 9:00 p.m. the last day of their absence.

Plant Managers II, Fireman (attrition) and janitors must report off work to their Supervisor not later than 10:00 a.m. the day of their absence, and must report their availability for returning to work to the Supervisor not later than 10:00 a.m. of the day of return from their absence.

Bus Drivers, Four-hour Contract Drivers and Mechanics must report off work to the Transportation Supervisor not later than 5:00 a.m. the morning of the absence, and must report their availability for returning to work to the Transportation Supervisor not later than 9:00 p.m. the last day of their absence. Any bus driver reporting off for his/her p.m. run must do so by 10:00 a.m. Failure to report off properly for a.m. and/or p.m. runs will result in loss of pay, unless the failure to report is due to a verifiable emergency as determined by supervision.

Section 20.9. Building checks, if assigned, will be performed by the Plant Manager II's, or in the absence of the Plant Manager II's, by an employee who is trained and willing to perform the duties that have been at work the entire work day prior to the day where a check is scheduled. Otherwise, the periodic checking of the building systems will be handled by supervision through their controlled electronic devices. Building checks, if warranted, will be assigned by supervision for buildings without Plant Manager II's.

Section 20.10. The normal work day for the Grounds Crew will follow Section 20.6. All substitutions to the crew will be based on ability, training and desire, and will be paid at the regular rate of pay for the grounds crew.

All appointments and substitutions for snow removal are based on ability, training, and performance and will be paid at the current grounds crew rate of pay. Straight time will be paid at the employee's regular rate of pay. All snow plow overtime will be paid at time and one-half (1.5) the grounds crew rate. If supervision schedules a snow foreman, his/her hourly rate will be \$1.09 per hour more than the grounds crew rate while working in that capacity.

Section 20.11. The normal work day for painters shall be 6:30 a.m. to 3:00 p.m., a total of eight (8) hours excluding one-half (1/2) hour for lunch, Monday through Friday when school is not in session. When school is in session, the schedule will be determined by the Supervisor of Plant Maintenance Operations and Warehouse, based on the needs of the district. Schedules will be implemented with a five (5) day notice and must be maintained for a minimum of five (5) days. In unusual situations the Board may alter the work week or work hours

Section 20.12. The normal workday for the Preventive Maintenance Technician shall be 6:30 a.m. to 3:00 p.m., a total of eight (8) hours excluding 1/2 hour for lunch, Monday through Friday. The Board reserves the right to establish a work week or work hours other than Monday through Friday, 6:30 a.m. through 3:00 p.m., with five days prior notice and all schedules must be maintained for a minimum of five (5) days for the Preventive Maintenance Technician. Overtime is in accordance with Section 20.2.

Section 20.13. Stadium Overtime Work. This section only applies to football stadium overtime

work.

1. During the football season a list will be posted weekly by supervision for stadium overtime work. All local 95 members assigned to Warren G. Harding may sign up for the overtime work. The number of students used for the clean up will be adjusted up or down based on the judgment of the building supervision. The number of personnel needed will be based on game attendance, weather and other events scheduled.
2. All local 95 members assigned to Warren G. Harding are allowed to sign up for stadium overtime work. Those who chose to sign up will be expected to work those events. Two "No Shows" will result in the loss of the right to sign up for stadium overtime work for the remainder of that football season.
3. All local 95 members at Warren G. Harding must be signed up by Thursday morning at 9:00 AM of each week to determine if the MS/OSL will need to be used in order to supplement the staff to achieve the required staffing level. This list will be used only when additional staff is needed. Local 95 members signed up on the MS/OSL must contact building supervision by the above time limit in order to be placed on the overtime sheet for stadium clean up.

This agreement will not create a new precedent for all overtime work and will only apply for the football stadium overtime work.

## **ARTICLE XXI COMPENSATORY TIME**

Section 21.1. Compensatory Time. 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 (1-1/2) hours for each hour of overtime worked, with a maximum accumulation of ten (10) 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 within sixty (60) days after day earned.
  2. The maximum accumulation of comp time is ten (10) hours.
  3. Unused comp time will be forfeited if not used in a timely manner.
  4. Not more than 15% of the workforce can be off, including vacation, when school is in session per building.

**ARTICLE XXII  
HOLIDAYS**

Section 22.1. Employees covered by Salary Table D, who are employed on a fifty-two (52) week year basis, shall be granted days off with pay, provided each such employee accrued earnings in his/her next preceding and his/her next following scheduled work days before and after such holidays or was properly excused from attendance at work on either or both of those days, as follows:

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 22.2. Employees covered by Salary Table D who are employed on a school year basis or 40-42 week schedule, shall be granted days off with pay, provided each such employee accrued earnings on his/her next preceding and his/her next following scheduled work days before and after such holidays, or was properly excused from attendance at work on either or both of those days, as follows:

Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Day before Christmas  
Christmas Day  
New Years Day  
Martin Luther King Day  
Presidents' Day  
Good Friday  
Easter Monday  
Memorial Day  
Independence Day\*

\* Independence Day will be a paid holiday only for those employees working during the summer months. The rate of pay for Independence Day shall be that rate paid to the employee the day before the holiday.

Section 22.3. A compensatory day will be given in accordance with District calendar when a holiday falls on Saturday or Sunday.

Section 22.4. Presidents Day and Easter Monday shall not be considered a holiday if such days occurs when school is in session for pupils; however, if school is in session on Presidents' Day or Easter Monday, employees will be paid double-time for all regular hours worked. If either of

such days occur when school is not in session, it will be treated as a paid holiday.

## **ARTICLE XXIII VACATIONS**

Section 23.1. Persons covered by Salary Table D, who are employed on a fifty-two (52) week year basis, shall be granted vacations with pay, as follows:

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

In the event that an appropriate vacation request of an employee is denied, and the denial causes the employee to have excess vacation days remaining at the end of the calendar year, the employee shall be paid up to five (5) vacation days

Vacation requests for the first or last week of instruction and the five (5) work days before the start of instruction and the five (5) work days after the end of instruction shall not be granted. A five (5) day notice to your immediate supervisor is needed prior to your vacation request. A twenty-four (24) hour notice shall be considered sufficient notice when requesting one (1) day or less of vacation.

Section 23.2. Transportation vacation credit forms will be sent out in January. All vacation days shall be used during the calendar year (January 1 through December 31) unless otherwise provided in this Article. Vacations shall not be cumulative and shall be arranged during those periods of time when no substitute shall be required; however, one-half of vacation time may be taken when school is in session only if a substitute is not required. Eight hour drivers will be permitted to take vacation on days when the Warren City Schools are not in session. Not more than two (2) 8 hour bus drivers shall be granted vacation on any given day. Drivers using one-half (1/2) day vacation, sick time or personal leave will be permitted to have extra work/time on the same days. If a four hour contract driver meets the minimum driving requirements and works 95% for more of the days he/she is scheduled, the five (5) vacation days increases to ten (10) days, paid on a four (4) hour per vacation day rate.

Four-hour contract drivers who work more than thirty-five (35) days or two hundred twenty-five (225) hours minimum in transportation/maintenance in the summer, will receive five (5) days of vacation to be paid based on a four (4) hour per vacation day rate. Such vacation days must be taken when school is not in session, and may not be counted as days worked toward the thirty-five (35) summer days. Time on sick leave and other leaves does not count toward the minimum day and hour requirements. If a four hour contract driver meets the minimum driving requirements and works ninety-five percent 95% for more of the days he/she is scheduled, the five (5) vacation days increases to ten (10) days, paid on a four (4) hour per vacation day rate.

Section 23.3. Maintenance. Vacation credit forms 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 except as described in 23.1, one-half of allotted vacation days may be taken while school is in session, however, the maximum number of employees on vacation per day shall not exceed fifteen percent (15%) of the maintenance work force by building on days when

school is in session. Vacation requests for Preventative Maintenance Technician, Warehouse and Grounds Crew, when school is in session, cannot exceed fifty percent (50%) of the workforce.

Section 23.4 Vacation must be taken in either one-half (1/2) or full day increments and the number of one-half (1/2) days cannot exceed six (6) days. A 24-hour notice shall be considered sufficient notice when requesting one (1) day or less of vacation.

Section 23.5. In the event of the death or resignation of an employee eligible for vacation, the employee, or her/his heir, shall receive a lump sum check for unused vacation time accrued, as provided by law.

Section 23.6. 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 23.7. Effective July 1, 2004 an employee who resigns or retires from his/her position shall have his/her vacation earned in the year of their resignation or retirement pro-rated based on the percentage of the work year for that position worked January 1 through December 31 of the year of employment, rounded to the nearest one-fourth (1/4) day. At the option of the employee, he/she may take the pro-rated vacation prior to the effective retirement date provided the employee's resignation has been approved by the Board, or may have their entitled vacation paid upon retirement.

#### **ARTICLE XXIV SUBSTITUTIONS**

Section 24.1. The following provisions will govern situations where the Board determines to use a substitute:

- a. Any regular employee who substitutes on a higher paying position shall be paid at that hourly rate of pay beginning with the first day in the substitute position at Step 1. The most senior employee in the building in which the substitution occurs will be used provided that the employee is qualified to perform the job as determined by past performance. In the event this person is not available, the position will be substituted by qualified individuals from the MS/OSL sign-up list in the Maintenance Office per Section 20.7.
- b. Ordinarily, a regular employee who substitutes on a higher paying position shall remain in such position until the person for whom they are substituting returns or there is a break in service for any reason except personal days. However, the substitution may be ended if the substitute has been found incapable of performing essential job functions. The substitute will also be eligible for any overtime in that building, after the regular building maintenance staff who are qualified for such overtime and are currently at work, before covering such overtime with employees signed-up on the MS/OSL. A substitute other than a long-term substitute is also permitted to work overtime in his/her home building after the regular staff list has been exhausted before covering such overtime with employees on the MS/OSL Sign-up List. Employees working on an extra help assignment will be considered in their home building for overtime purposes.

Section 24.2. A bargaining unit employee substituting for the Plant Manager II or the fireman

(attrition), will be eligible for building checks, if assigned, on non-workdays when substituting for an employee who is eligible for building checks and who is absent from his/her assigned building on any part of the day preceding non-workdays. In buildings without fireman, the most senior qualified employee in the building who is trained and willing to perform building checks if checks are assigned. Otherwise, the periodic checking of the building systems will be handled by supervision through their controlled electronic devices. The most senior qualified employee, properly trained will substitute for the Plant Manager II. In the absence of any qualified departmental employees, management reserves the right to temporarily substitute with a properly trained employee from outside the fireman's (attrition) department, within the bargaining unit.

In the event that Eight (8) hour Bus Drivers and/or four (4) hour Contracted Bus Drivers are not available for work, a regular contracted maintenance employee who is properly licensed may be called in as a substitute at any time of the school year or summer months as needed. The rate of pay for such substitutions shall be the regular rate paid to substitute Bus Drivers.

Section 24.3. A. In the event that a janitor is not available for work, a four (4) hour contracted driver, if needed, who has notified the Supervisor of Plant Maintenance and Operations and Warehouse of their interest to substitute as a janitor, in writing, will be called as a substitute in multiple janitor buildings if the Board determines to use a substitute, provided:

- a. The janitorial duties do not conflict with assigned driving duties;
- b. The janitorial duties do not put the drivers into an overtime situation, and the driver must be available for the full shift;
- c. The rate of pay for such substitutes shall be the regular rate paid to substitute janitors.

Section 24.4. Maintenance. Long term absences [defined as anticipated absences over twenty (20) days] are not considered vacancies. Qualified bargaining unit members are entitled to fill long term absences only if filling the long-term absence results in a higher paying position. Such absences will be posted according to time lines (section 32.1) and will be assigned to qualified bargaining unit members who scored highest on the promotional test. If two (2) employees are deemed equal, departmental seniority will be used first, then Board seniority second for the tie breaker. If no qualified bargaining unit member requests the position, it will continue to be filled by a substitute outside the bargaining unit. If at anytime a person filling a long-term absence is found unqualified to perform the work, he/she may be returned to their former position.

Section 24.5. Long term substitutes are not permitted to substitute on other openings while fulfilling a long term substitute assignment. Long term substitutes will also be eligible for any overtime in that building where they are assigned as a long term substitute, before covering such overtime with employees signed up on the MS/OSL sign-up list. The long term substitute's seniority for overtime purposes will be system-seniority.

Section 24.6. Long term substitutions are returned to their former position when the bargaining unit member returns. The long-term substitute's former position may be filled from outside the bargaining unit to avoid a domino effect.

Section 24.7 Extra Help and Special Project Assignments. When extra help/special project assignments are needed for a higher wage classification, employees shall receive a forty-seven cent (.47) wage increase.

**ARTICLE XXV  
SEVERANCE PAY**

Section 25.1. An employee, with ten (10) or more years of service in the district, 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 and unused leave in excess of one hundred twenty (120) days multiplied times his/her per diem rate at the time of retirement. Severance pay shall then be paid no later than six (6) months after written evidence of retirement eligibility is received; or, payment may be delayed, at the employee's option, until the first pay date for classified employees in the next taxable year. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accumulated by the employee at that time. Such payment shall be made only once to any employee.

In the event of the death of an employee with ten (10) or more years of service in the district, severance pay will 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 XXVI  
PARENTAL LEAVE**

Section 26.1. A Parental Leave is absence from work, without pay, accumulation of leave, or benefits by an employee who is pregnant, adopting a child, or is to become a parent by reason of pregnancy of his spouse.

In the case where both husband and wife are employees of Warren City Schools, only one may be on Parental Leave.

Section 26.2. Notification of Pregnancy. In the event that an employee becomes pregnant, and requires a Parental Leave, the employee shall, as soon as possible, notify the Superintendent or his/her designee. Said notification of the condition of pregnancy shall be no later than at the end of the fifth month as designated by a certificate of the attending physician. This notification shall be in writing and shall include the following:

1. A medical certificate signed by the physician indicating the anticipated birth date of the baby;
2. The approximate date the employee seeks to begin Parental Leave and the anticipated length of the leave.

Section 26.3. Emergency and Unusual Situations. In emergency and unusual situations prior written notification shall be waived by the Superintendent.

Section 26.4. Term of Parental Leave. All Parental Leaves shall cover the period not covered by Sick Leave in Section 28.4. The total amount from the doctor, shall be up to one (1) full year. Each employee shall notify the Superintendent or his/her designee whether she intends to return to employment at the expiration of her leave not later than thirty (30) days prior to its

expiration.

**Section 26.5. Termination of Parental Leave.** Any employee who wishes to return to employment at the expiration of her leave or desires to terminate her leave at any time after the birth of her child, shall return to work upon written request to the Superintendent or his/her designee under the following conditions:

- a. Employees returning from parental leave will be eligible to return to work no later than sixty (60) days following notification by the employee to the Superintendent of the employee's intention to return to work. An employee returning from parental leave following her pregnancy must also provide medical certification that she is physically able to resume her normal duties.
- b. After re-employment eligibility has been determined, the employee shall be returned to the same or similar position held prior to the parental leave of absence.

**Section 26.6. Use of Sick Leave for Pregnancy Purposes.** An employee shall be permitted to use accumulated unused sick leave days for absence due to pregnancy. When an employee is absent due to pregnancy, but has used all accumulated sick leave, she shall be given medical leave of absence for not more than one full year. Such a leave may be extended for a period not to exceed an additional year due to special circumstances and upon approval. The use of sick leave after the birth of a child is comparable to the use of sick leave for other medical reasons.

Therefore, as soon as medical examination verifies that an employee is medically able to come back to work, parental leave shall become effective and sick leave pay ends.

**Section 26.7. Extension of Parental Leave.** When an employee has been granted a parental leave of one (1) year, such leave may be extended for up to one (1) additional year due to special circumstances and upon the approval of the Superintendent. The total amount of leave granted under this Article shall not exceed two (2) consecutive years.

**Section 26.8. Insurance Coverage While on Parental Leave and not on FMLA.** Subject to the approval of the insurance carrier, all insurance coverage shall be continued, for those who are on such leave, upon payment of the premium by the employee to the Treasurer not later than the 25th day of the month preceding the month for which premium is due.

## **ARTICLE XXVII MEDICAL LEAVE**

**Section 27.1.** Upon the written request of an employee, the Board shall grant a leave of absence without pay, accumulation of leave or benefits where illness or other disability of the employee is the reason for the request. Such request must be accompanied by a statement from the attending doctor and may be verified 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.

The initial request for leave may be granted for a period of time up to one (1) school year. Upon subsequent request for renewal of said leave, the request for an extension, to a maximum of two (2) consecutive school years, may be approved by the Board of Education.

Between thirty (30) and sixty (60) days before the end of an approved Medical Leave, the

employee, or someone acting in the employee's behalf, must request, in writing, the reinstatement of said employee to the staff. If an employee fails to comply with this the Board shall have an additional thirty (30) days to return the employee to active service at the expiration of his/her leave. Not less than ten (10) days before termination of leave, a doctor's statement must be submitted by the employee and may be reviewed by a physician approved by the Board. This statement shall certify that the employee has been examined and that the employee will be able to resume duties with the Board when the leave of absence expires. Whenever any 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 may investigate the facts of the case and shall have authority to recommend to the Board that an unrequested leave of absence be granted according to the provisions set forth in Section 3319.13 of the Ohio Revised Code. Any employee who refuses to comply with the terms of such a leave of absence shall be considered to have terminated his/her contract.

Section 27.2. 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 twenty-fifth (25<sup>th</sup>) day of the month preceding the month for which premium is due.

## **ARTICLE XXVIII SICK LEAVE**

Section 28.1. Annual Allowance. Employees shall be granted sick leave on the following basis: one and one-quarter (1-1/4) days for each completed month of service, or fifteen (15) days for each completed year of service.

Section 28.2. 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 28.3. Accumulated Sick Leave. The maximum number of sick leaves days accumulated shall be unlimited.

Section 28.4. 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. For purposes of death, immediate family shall be defined as an individual's spouse, child, parent, brother, sister, grandparent, grandchild, in-law, and persons residing in the same household. For the purpose of illness, immediate family shall be defined as an individual's spouse, child, parent, brother, sister, grandchildren (for extended illness only) and persons residing in the same household.

Section 28.5. Absence Reporting Sick Leave Return Requirements. Employees who have been absent for five (5) consecutive working days due to sick leave usage defined above must, before they return to work, present a certificate from a licensed physician indicating that they are physically able to resume their duties on a full-time basis to the Human Resources Department.

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 28.6. Advancement of Sick Leave. An employee who has exhausted all sick days, all personal days and all vacation days may be advanced a one time additional five (5) days per school year upon request to the office of Business Operations. Upon return, days shall be repaid at the rate of one and one-fourth (1-1/4) days per month. In the event the employee does not return to work, the cost of the days shall be repaid to the Board immediately, in the form of payroll deduction or a check from the employee.

Section 28.7. Attendance Incentive Transportation. 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, brother, sister, grandparent or in-law only, for one calendar year shall have five (5) incentive days off with pay. Incentive days must be taken when no substitute is required unless approved by the Executive Director of Business Operations. For less than fifty-two (52) week employees, those that achieve perfect attendance will be given five (5) incentive days, with pay, when no substitute is required. Days missed for any reason, will be deducted from the paid incentive days.

Section 28.8. Attendance Incentive Maintenance. 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, brother, sister, grandparent or in-law only, for one calendar year shall have five (5) incentive days off with pay. The incentive days taken will be restricted by and included in the fifteen percent (15%) guidelines set forth in Section 23.4. Days missed for any reason, will be deducted from the paid incentive days.

## **ARTICLE XXIX OTHER LEAVES**

### **Section 29.1. Personal Leave.**

(a) Employees shall be entitled to three (3) unrestricted days personal leave each year non-cumulative with pay. Requests 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 extreme emergency. Personal leave may not be taken on the day before or the day after a holiday, vacation period, or the beginning or ending of a school year or term. The Board shall take reasonable steps to maintain the confidentiality of personal leave requests.

(b) 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.

(c) Not more than two (2) bus drivers shall be granted personal leave on any given day.

(d) Employees hired after July 1st will have personal leave pro-rated based upon the number of months worked through June 30th of the year of employment. For each four

(4) months worked employees will receive one (1) personal leave day. A month of service means any month in which an employee is on the payroll for fourteen (14) days or more.

(e) Employees who resign or retire from their position shall have their personal leave days prorated based on the percentage of the work year for that position worked July 1 through June 30 of the year of employment, rounded to the nearest one-fourth (1/4) day. An employee who has utilized personal leave days in excess of or below the pro-rated amount earned shall have their final pay adjusted accordingly.

(f) Employees 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 29.2. Assault Leave.

(a) The Board shall grant a paid assault leave not to exceed forty-five (45) 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 worker's 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, at Board's expense, has the option at anytime to require the employee to get a second verification from a physician selected by the Board that a disabling condition exists due to the employment-related assault. If this second verification differs from the employee's physician, Ohio Bureau of Workers Compensation Laws will apply.

(b) An employee who is assaulted and takes time off to visit a doctor or hospital as a result of the assault shall have that time charged to assault leave:

Section 29.3. Union Leave. The Board shall authorize a total pool of up to ten (10) days (80 hours) with pay per year to be used by employees elected to represent the Union or chosen to serve on programs or in any official capacity at Union meetings, conferences, conventions or perform Union duties. Union time during working hours must be recorded by the employee on their time sheets and on a personal leave form.

(a) A written notice specifying the names of employees attending the above-listed activities must be furnished by the Union two (2) weeks in advance of the period desired. Not more than five (5) employees shall be absent at anyone time and no more than one (1) shall be from the same school. No more than two (2) employees shall be absent at anyone time from the same department. Exceptions are subject to the approval of the Superintendent.

#### Section 29.4. Family and Medical Leave Act

The Board of Education will comply with the requirements of the Family and Medical Leave Act (FMLA).

Section 29.41. Entitlement. An employee is entitled to a total of twelve work weeks of leave during any twelve-month period for one or more of the following reasons:

- a. The birth of a son or daughter and in order to care for such son or daughter;
- b. The placement of a son or daughter with the employee for adoption or foster care;
- c. To care for the employee's spouse, son, daughter, or parent who has a serious health condition; or
- d. Because of the employee's own serious health condition that renders the employee unable to perform the functions of the job. Where spouses are both employed by Warren City Schools, the aggregate number of work weeks 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.
- e. Any qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a covered military member on active military duty, or has been notified of an impending call to active duty status, in support of a contingency operation. Such an employee is also entitled to up to twenty-six (26) weeks of leave to care for the employee's spouse, child, parent, or next of kin who is a covered member of the armed services recovering a serious illness or injury sustained in the line of duty.

Section 29.42. An employee who is eligible for FMLA Leave must use all available sick leave which would be taken concurrently with the FMLA Leave.

Section 29.43. Return from Leave. On return from leave, the employee is entitled to be restored to the position held when leave began or an equivalent position. Taking leave cannot result in the loss of any benefits accrued prior to leave, but the benefits do not accrue during the period of leave. The employer can require an employee to report periodically on his/her status and intention to return to work.

Section 29.44. Construction. Any ambiguities in this article shall be construed to provide the basic coverage required by the Family Medical Leave Act. All terms which are not defined in this article shall have the same meaning as those terms defined in the Family and Medical Leave Act.

Section 29.45. In the event that the Family Medical Leave Act has mandatory changes that are deemed not a subject for negotiation of collective bargaining agreements such changes will automatically become part of this Agreement.

Section 29.46. Nothing in this article shall serve to diminish rights granted to employees by virtue of other articles of this agreement.

**ARTICLE XXX  
JURY DUTY**

Section 30.1. A bargaining unit employee shall be granted a leave with pay for the period of jury duty service.

Section 30.2. Each employee shall notify his/her supervisor upon receipt of summons served.

Section 30.3. Jury Duty is considered a day of work. Any employee discharged from jury duty prior to the end of the work day shall immediately report to their assignment for the remainder of their scheduled work day if they are discharged with two (2) hours or more of their scheduled shift left to work. If there is less than two (2) hours of their scheduled shift, the employee need not report to work.

Section 30.4. 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 30.5. If employee fails to follow this procedure the Treasurer will payroll deduct the amount equivalent to their daily rate for day(s) absent.

**ARTICLE XXXI  
PROBATIONARY PERIOD/SENIORITY**

Section 31.1. Prior to regular employment, each employee selected by the Civil Service Commission procedure shall be required to complete a thirty (30) days worked probationary period on an open job position in a single twelve month period. An open position would include only those jobs where no employee is assigned nor holds any form of recall rights to that position. Following successful completion of the probationary period, probationary employees shall become members of the International Union of Operating Engineers, Local 95, pursuant to ARTICLE II of the Agreement. All hours worked during their probation period will be counted towards their thirty (30) days. Upon ratification, this section will be retro back to July 1, 2015.

Section 31.2. After successfully completing the probationary period, the employee shall become a regular employee.

Section 31.3. Management has the right to extend the probationary period up to an additional thirty (30) days.

Section 31.4. New employees shall not have seniority during their probationary period; however, persons who achieve regular status shall have seniority calculated from the first date of the probationary period.

Section 31.5. After successful completion of their probationary period, an employee whose effective date is the 1<sup>st</sup> through 10th day of the month shall have their insurance benefits made effective the 1st of the month. If the effective date is the 11th day through the end of the month, their insurance benefits shall be effective the 1<sup>st</sup> day of the next month.

Section 31.6. In the event of identical seniority in the bargaining unit, seniority will be determined by:

- a. The date of the Board meeting at which the bargaining unit member was assigned a position in this unit, and then by;
- b. The date on which the employee submitted a completed job application for a position in the District, and then by;
- c. By flip of a coin, the Executive Director of Business Operations will call it in advance to determine who wins on heads, in the presence of the employees holding identical seniority. [new employees only]

Section 31.7. Seniority shall be broken only when an employee:

- a. Resigns.
- b. Is discharged.
- c. Is laid off for a period of more than two (2) years (computed from the last day worked).
- d. Is transferred or promoted to a job outside the bargaining unit within the school system.

## **ARTICLE XXXII VACANCIES**

Section 32.1. As job vacancies occur, and are deemed necessary by the Board and/or as newly created positions occur within the bargaining unit, such job vacancies will be posted in all buildings, bids accepted and jobs awarded in accordance with the following regulations:

- (a) Five working days after a vacancy occurs in a department, it shall be posted in a conspicuous place in all buildings, readily accessible to all members of the Operating Engineers Unit for a minimum of five (5) working days. During the summer months when school is not in session, vacancies shall be posted for a minimum of ten (10) working days.
- (b) Any employee desiring to bid on a posted job vacancy must do so during the five (5) working days or the ten (10) working days during the summer months. Job bids will not be accepted after the five (5) working day period has ended or after the ten (10) working day period during the summer months has ended. Employees bidding on maintenance vacancies are responsible for submitting application to the personnel office.

1. When a maintenance job vacancy occurs and is deemed necessary by the Board, the job shall be posted for bid and awarded to the most senior and

qualified maintenance employee within the bargaining unit first.

2. When a four-hour transportation job vacancy occurs and is deemed necessary by the Board, the job shall be posted for bid and awarded to the most senior and qualified transportation employee within the bargaining unit first.

(c) Employees bidding on posted vacancies must meet all required qualifications of the position at the time of bidding. Employees must be currently working at time of bidding (i.e. not on a leave in excess of thirty (30) calendar days) and receive an overall good or excellent performance evaluation, no written warnings in the past ninety (90) days in order to bid on vacant positions.

(d) An employee shall be allowed a reasonable probationary period not to exceed ten (10) working days from the first day in the new job or, at the employees or employer's option, return to his/her former job. An employee shall be limited to two (2) lateral moves in a contract year. An employee may exercise his/her option of returning to his/her former job only one time in a contract year. Any employee who bids on a job will not be permitted to sub on another job until they either sign-off on their job or work ten (10) days in the job they bid and are not permitted to bid on a lateral position until they have worked at least thirty (30) work days on the new position. The vacated position (former vacated position) will not be posted until the probationary period is completed per the above cited language or the bidding member signs off on their former position.

(e) For all promotional vacancies within the bargaining unit, the following criteria will be used:

1. A skills assessment test will be given on the second Wednesday in August for any promotional positions that become vacant for the ensuing year.
2. The highest scoring six (6) members will be given structured training in HVAC, Johnson Control Systems, Leadership Skills and Public Relations and will become the current pool of promotional members.
3. Promotional members will be selected for available positions by:
  - a. Attendance
  - b. Interview
  - c. Successful experience in current or previous positions
  - d. Advanced Skill Assessment Test based on the requirements of the position available.
  - e. The ability to perform the job assignment (based on the job description and physical requirements of the assignment).
4. During the first thirty (30) days and not less than fifteen (15) days an assessment of the member's job performance will be conducted by the Plant Manager I. Only in cases where the review is positive will the member be awarded the position. If the member's review is not successful, the member will be returned to their previous assignment and will be placed at the number six (6) position, behind the other five (5) members awaiting a promotional position.
5. The current promotional pool of members and a new pool will be created when the next skill assessment test is given on the second Wednesday in August to maintain a total of six (6) positions.
6. All tests will be made up by Warren City schools supervision with input from Local 95.
7. In the event that two (2) or more applicants are found to be reasonably equal in qualifications Board seniority within the Warren City Schools shall be the

determining factor in awarding the position.

(f) All vacancies will be posted and filled in accordance with this article. However, vacancies in transportation (excluding eight-hour positions) while four-hour drivers are on the RIF recall list, will be filled by the most senior four-hour driver on the RIF recall list without posting.

(g) If a vacancy occurs in an eight (8) hour bus driver position and the board determines that it will fill the position, the most senior four (4) hour driver (calculated by referencing the effective appointment date as a four (4) hour driver) who has received an overall good or excellent performance evaluation and no written warnings in the prior ninety (90) days will be awarded such a vacancy. The Board seniority of the newly appointed eight (8) hour driver will be unaffected but the departmental seniority as an eight (8) hour driver will be calculated from the effective appointment date as an eight (8) hour driver.

Section 32.2. Employees promoted or assigned to jobs outside the bargaining unit shall retain any accrued seniority previously accumulated prior to the transfer or promotion but shall not, during the time of such promotion or transfer, accumulate additional seniority. If a bargaining unit member is promoted to a job outside the bargaining unit, and that job is eliminated by the Board and the employee has a valid union withdrawal certificate, said employee has the right to bump back into the bargaining unit wherever their accrued seniority will support them. Any employee temporarily transferred or promoted to a vacancy, outside the bargaining unit, and who successfully completes the required thirty (30) days worked probationary period shall either receive the permanent classification or be returned to the bargaining unit. He/she shall be entitled to whatever rights and privileges his/her accumulated seniority, as defined above, would entitle him/her without prejudice.

### **ARTICLE XXXIII LAYOFF RECALL PROCEDURES**

#### **Section 33.1. Layoff/Recall Procedures**

- a. The following will govern the reduction of bargaining unit members when reductions are deemed necessary by the Board of Education. It is the parties' intent that these procedures supersede application of ORC Chapter 124 with respect to all reductions in force, and the grievance procedure is the sole remedy for violation of these procedures.
- b.
  - 1) System seniority shall be defined as the uninterrupted length of continuous (from most recent date of hire) employment of an employee of the Warren City Schools.
  - 2) Department seniority shall be defined as the length of employment in a particular department as computed from the employee's most recent date of entry into the department. Ties in department seniority will be resolved according to system seniority. Ties in system seniority will be broken by the "Flip of a Coin" called in the presence of the employees holding identical seniority. The coin flip shall only apply to employees whose identical seniority was not previously broken prior to September 2004.

- c. A leave of absence does not break continuous service, but an employee shall receive no service credit for time on an authorized leave of absence in excess of one (1) year.
- d. The number of employees affected by a reduction in force will be kept to a minimum by not employing replacements, insofar as practical, for employees who retire, resign or otherwise vacate a position.
- e.
  - 1) If the number of positions in a department is reduced, the employee in the department with the least department seniority will be displaced. If a position is abolished that is held by an employee who does not have the least departmental seniority, that employee may bump the employee in the department with less departmental seniority.
  - 2) The displaced Bargaining Unit Member, with nobody to bump within a department, shall become the "bumping employee." The bumping employee may bump downwards into another department, in the same department series, if the employee is qualified and if the employee has more system seniority than the least senior employee in that department. The least senior employee in the second department may then bump into a lower-paid department, in the same department series, if the employee is qualified and if the employee has more system seniority than an employee in the lower-paid department. An employee cannot bump another employee who because of longer work hours, receives a greater straight time annual pay.
  - 3) If the hours for a position are cut in a reduction in force, the employee in that position will have the option of keeping the position with reduced hours or displacing the employee with the least departmental seniority in that department. The employee with the least departmental seniority in the Department will have the option of taking the reduced hour position or becoming a bumping employee. If the employee in the position with reduced hours has the least departmental seniority, she/he shall have the option of taking reduced hours or becoming a bumping employee.
  - 4) There is no bumping an employee between one department series and another, unless the bumping employee has previously been contracted to that position and remains qualified for the position. However painters and warehouse manager are considered eligible to bump the least senior janitor with less system seniority.
- f. A bumping employee who has nobody to bump or who declines to exercise bumping rights will be laid off. Failure to bump when eligible shall not adversely affect an employee's right of recall to their former classification/position.
- g. Bumping into a lower paying department or one with less hours will automatically place the employee in the pay and hours of the new department.

h. Service time for seniority and longevity calculation purposes will not accrue but previously accrued service time for seniority and longevity calculation purpose will also not be lost during layoff status.

### 33.2. Call Back Procedures:

a. Reassigned employees have first option for positions the Board determines to fill in their classification or a lower classification within their classification series for which they are qualified.

b. In filling subsequent vacancies the Board determines to fill, employees will be recalled to positions within their classification according to classification seniority. Bargaining unit members may stay on the recall list for a period of two (2) years after lay-off, provided such employee keeps the Board office informed as to current mailing address and telephone number.

c. Failure of employee to return to work within fifteen (15) work days from the date of notification shall be construed as a decline. The employee's name shall be removed from the recall list.

### 33.3. Classification Listings

Bumping proceeds downward, not upward, within these classification series:

Series I	8-hour Driver 4-hour Driver
Series II	Preventive Maintenance Technician Painter WCS Mechanic Plant Manager II Fireman (Attrition)/Groundskeeper Grounds Crew Day Janitor Janitor Five Hour Janitor
Series III	Warehouse Manager Warehouse Delivery Person

The position of Plant Manager 2 has been added to the procedure for Layoff Recall as of April 17, 2007. This position has been added as part of Series II as noted above. If a Plant Manager II employee has less seniority than a bargaining unit member being laid-off, the Plant Manager II position becomes vacant and will then be filled in accordance with Article XXXII.

Section 33.4 The School Board further agrees that eight-hour school bus drivers who do not pass their physical shall be entitled to an open Night Janitor's position (eight-hour position), when available, provided he/she is physically capable to perform the job duties. Said driver would also be entitled to apply for open positions. If no such positions are available, said driver will be placed on a recall list for a Janitor position.

School Board seniority shall be determined by the most recent revised seniority list published by the Human Resource Office.

## **ARTICLE XXXIV INSURANCE BENEFITS**

### **Section 34.1. Insurance**

As used in this Article, "full-time employee" means an employee who is regularly scheduled to work thirty (30) or more hours per week. "Part-time employee" means an employee regularly scheduled to work fewer than thirty (30) hours per week.

Any eligible 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 11<sup>th</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 34.2. Medical Insurance and Prescription**

#### **a. Employee Cost Sharing:**

1. All eligible employees (exclusive of the spouse of another employee of the District who is affected by this provision and as described in Section 34.2 a. 2.) shall pay ten per cent (10%) of the premium cost of health care. Said payment shall occur through payroll deduction and shall be calculated on twenty-four equal installments. Said payments shall be made with "pre-tax" dollars.

2. Married couples who are both employed by the District shall share in the cost of health care as follows: in the event both spouses are covered by the same Family or Employee/Spouse plan, then the spouse with the highest annual salary shall have the appropriate contribution for the cost of health care deducted from his/her pay checks; in the event one spouse has a Family Plan and the other spouse has a Single plan, then both spouses shall have the appropriate contribution for the cost of his/her health care plan deducted from his/her individual pay checks.

#### **b. Tiers of Coverage: Eligible employees shall have the option of selecting from the following tiers of coverage:**

- Single Coverage
- Employee/Spouse Coverage
- Employee/Child(ren) Coverage

- Family Coverage

### Section 34.3. Life Insurance

Group life term and accidental death and dismemberment benefits shall be provided at Board expense for all eligible employees in the bargaining unit. The Board shall provide forty thousand dollars (\$40,000) of term life insurance, accidental death and dismemberment benefits.

### Section 34.4. Dental and Vision

a. During the term of this contract Dental and Vision Care coverage shall be provided for all eligible bargaining unit employees and their dependents up to age 26, if unmarried.

### Section 34.4. Part-time Employees

Regularly scheduled to work at least twenty-five (25) hours but fewer than thirty (30) hours per week eighty-three percent (83%)

Regularly scheduled to work at least twenty (20) hours but fewer than twenty-five (25) hours per week fifty-six percent (56%)

If a four-hour contract Bus Driver has been employed by the Board for five (5) consecutive years of satisfactory performance, the Board will pay the insurance benefits for such employee on the same basis as is paid for a regular full-time employee.

Section 34.5. Insurance Committee: A committee consisting of representatives from the various unions representing district employees shall be established by the Superintendent. The Operating Engineers, Local 95 shall be represented on such committee by one representative selected by the Union. The purpose of this committee shall be to address the quality 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 to make recommendations regarding health insurance and healthcare systems for the district.

### Section 34.6. 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.) Any employee in the bargaining unit who voluntarily elects not to participate in any of the Board-provided health insurance shall not contribute towards the cost of the health care, as specified in Section 34.2 of the Agreement. Any employee in the bargaining unit who elects to receive only prescription drug, dental, and vision coverage shall make a proportional contribution towards the cost of health care, as specified in Section 34.2 of the Agreement.

c. Any bargaining unit member who elects to withdraw from the insurance program as provided above shall be paid one hundred twenty-five dollars (\$125.00) per month (one thousand five hundred dollars (\$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 dental and vision coverage only shall be paid sixty-two dollars & fifty cents (\$62.50) per full month (seven hundred fifty dollars (\$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 time at the member's option if it is permissible under the terms of the cafeteria plan. A member who opts back into the insurance plan shall have an effective date the following first day of the month, and at that time, shall be required to participate in any applicable cost sharing as specified in Section 34.2 of the Agreement.

Section 34.7. Upon resignation, an employees' insurance coverage will terminate at midnight effective the date of the resignation.

#### Section 34.8. Spousal Coverage:

If an employee's spouse is eligible to participate (as a current employee or non-Medicare eligible retiree) in group health insurance sponsored by his/her employer, the spouse may enroll in such employer-sponsored or non-Medicare retiree group insurance coverage. When the spouse is enrolled in a health insurance plan with his/her employer or non-Medicare retirement plan, that plan will be considered primary coverage for the spouse, and Warren Schools' coverage will be secondary.

Should the spouse elect not to obtain/participate in such coverage, the District employee shall pay an additional three hundred twenty-five dollars (\$325) per month for family health coverage, in addition to any other contributions otherwise due. If the spouse elects to join his/her available coverage including any available prescription drug coverage, that coverage would be primary and the three hundred twenty-five dollars (\$325) additional payment is not required. It is understood that the three hundred twenty-five dollars (\$325) per month payment is pre-tax.

In order to put this provision into effect, each employee must certify information as to the spouse's eligibility for coverage on the form provided.

#### Section 34.9. Flexible Spending Accounts (FSA).

All members of the bargaining unit shall have the option to participate in Flexible Spending Accounts (FSA). Options available to employees are:

- a. Health Care Account with an annual maximum contribution amount of the lesser of two thousand five hundred dollars (\$2500.00) or the maximum amount as determined by IRS regulations.
- b. Dependant Daycare/Elder Care Account with an annual contribution for married individuals that is the lesser of:
  - (a) five thousand dollars (\$5,000.00) for those filling a joint IRS return, or twenty-five hundred dollars (\$2,500.00) for those filing a single IRS return, or
  - (b) your spouse's total annual compensation, or
  - (c) one-half (1/2) of your total annual compensation.

If you are a single individual, the maximum contribution for Dependent Daycare/Elder Care Account is five thousand dollars (\$5,000.00).

## **ARTICLE XXXV TRANSPORTATION**

### **Section 35.1. Assignments**

Start times for all drivers will be one-half (1/2) hour prior to their first scheduled route pick-up time.

### **Section 35.2. Assignments when Public Schools not in session.**

If a driver bids a route that starts or ends or is in session when WCS is not, that driver is required to perform those duties/routes.

### **Section 35.3. Trip Assignments.**

All bus trips from Monday thru Friday will be performed on a rotating schedule with the most senior employee selecting first (i.e. all scheduled trips for the following week will be posted and the most senior member will have first pick) and continuing down until all employees in the bargaining unit have selected. Once all contracted employees have selected a trip then the rotation will start over. If during rotation there are no trip(s) for the driver to select they will be bypassed until a trip which they may take becomes available at which time they will be next in rotation. Procedure for the assigning of bus trips are as follows:

1. Trips will be assigned a number and posted on the board.
2. Trip assignments will begin each Thursday at 9:30 am with the most senior driver picking first. You must remove the trip assignment you want from the board and give it to management. (If you do not turn in a trip assignment during your turn in the rotation, you will be forfeiting your rights to select a trip and the next driver in seniority will be permitted to select a trip).
3. With the start of rotation all drivers wanting trips will need to be present or turn in a slip with the number in the order you would prefer your trips.
4. Tournaments, rescheduled, new trips, and trips that are turned in will start with the driver that is next in rotation (excluding substitutes unless no one from the bargaining unit

accepts it).

5. All trips for the following week will be posted by close of business on Friday.
6. In case of an emergency and a trip is turned in late when the office is closed management will contact drivers via phone number in which they have provided to management.

After the trips schedule have been exhausted twice by bargaining unit members work assignments may be given to Warren City School District substitutes who have signed the list.

All trips on Saturday and Sunday will be picked with the senior member picking first at the Transportation Department.

(a) Trips will begin one-half hour before departure in order to warm up and conduct a safety check of the bus. Drivers shall be paid a minimum of two hours when called out to work. On days when school is not in session for student attendance during the normal school year, employees will be eligible for one trip assignment per day. If a trip involves pickup and drop off of students and such trip is outside the Warren City limits, the same driver will be used for both pick up and drop off.

(b) Changing of these trips may be done by the Supervisor of Transportation to avoid delay and cut costs in transportation.

(c) Drivers will not be permitted to leave the sponsoring group while on extracurricular/field trips without approval of the person in charge. If approval is given, departure time must be determined and the driver will meet the departure time.

(d) Drivers on extra-curricular/field trips will be responsible for refueling and interior cleanliness of the bus and return of the bus to its assigned parking place.

(e) Route extensions will be handed out by seniority to the most senior driver available with the following guidelines:

1. Extension must be started within 15 minutes of the end of the driver's route.
2. Extension will not be more then one hour.
3. Extension cannot put driver into overtime.
4. Extension will be paid at driver's regular rate of pay.
5. Extension will not be considered extra work.

(f) Buses used on trips will be assigned by the Supervisor of Transportation. Newer buses will be used for longer trips.

#### Section 35.4. Lead Bus Driver

Designated Lead contract bus driver will be paid one (1) additional hour when multiple vehicles of three (3) or more are used for trips outside the Warren City Limits. The lead contract bus driver will be the most senior person on the trip.

#### Section 35.5. Backup Assignments

a. Backup drivers for the following positions, when needed, will be selected based upon seniority from remaining four-hour contract drivers who are not assigned to one of the positions listed below:

Mail delivery drivers  
Fluid level checker  
Preventative Maintenance worker

The backup drivers will be selected and be entitled to substitute on the assignment he/she selects.

b. If a regular driver from one of the positions listed above leaves the position, the backup driver trained for that position will be assigned to it unless an eight-hour driver is available for the position.

c. If a backup driver for one of the positions listed above leaves the position, the next driver without a backup assignment in line of seniority will be offered that position until the position is filled.

d. In the event that the regular driver is absent and when the backup driver for that route (assignment) is assigned to a previously scheduled extra work assignment, the backup driver will substitute but is entitled to be returned to the previously scheduled extra work assignment upon completion of the substitution for the route (assignment).

e. A driver may only hold one backup position at a time.

Section 35.6. If a full-time bus driver is absent, his/her AM and PM runs will be assigned to a substitute from outside the bargaining unit. Other duties, if deemed necessary, will be assigned to a contracted part-time driver.

#### Section 35.7. License/Insurance

A school bus driver's failure to comply with certification requirements or ineligibility for the Board's liability insurance coverage shall result in termination of employment as a bus driver. A driver [other than an eight (8)-hour driver] whose ineligibility is caused by failure to pass a required physical examination (other than a drug or alcohol test) will not have his/her employment terminated under this section, but, instead will be placed on layoff status COBRA rights will apply. Prior to being placed on layoff status, such driver may use any available sick leave if he/she qualifies under Article XXVIII. Seniority while on layoff status pursuant to this provision shall not accrue, but neither shall previously accrued seniority be broken. The driver will be recalled from layoff status if he/she re-qualifies to be a bus driver within one (1) year of being placed on layoff status, and the least senior driver will be placed on layoff status to make room for the returning driver. Drivers must comply with ORC 3327.10 concerning Driver Qualifications. Drivers who do not comply may have their contract terminated at the discretion of the Superintendent and/or his/her designee.

Section 35.8. Truck driving shall be assigned to the transportation department when the driving is associated with a field trip (such as hauling band instruments); otherwise, it will be assigned in management's discretion.

## ARTICLE XXXVI

## CALAMITY DAYS

Section 36.1. In the event of a calamity and or snow day:

1. Eight (8) hour employees must report for work.
2. If the Superintendent closes the District on a scheduled work day and bargaining unit members are called out to work due to emergency situations, the bargaining unit member will be paid one and one half (1 ½) times compensatory time for reporting. Four (4) hour drivers on the snow removal crew will be paid.
3. The Superintendent has the right to call all employees out to work.

## ARTICLE XXXVII TUITION/REIMBURSEMENT

Section 37.1. Subject to the limitations stated in this article the Board shall reimburse employees for the costs of courses taken from an approved institution directly related to his/her employment or possible future employment with the Warren City Schools. The maximum total payment per employee per school year pursuant to this article shall be four hundred dollars (\$400.00) or any higher amount that is in effect for the Warren Educational Association during the life of this Agreement. Pursuant to this Article, the school year is defined as courses completed between July 1 and June 30. In order to be eligible for payment, the employee shall: Obtain written approval from his/her supervisor or the Superintendent prior to taking the course directly related to his/her employment and future employment with the Warren City Schools; present evidence of satisfactory completion of the course; and present satisfactory documentation of all cost for which reimbursement is sought.

Section 37.2. Tuition Reimbursement Request Forms must be completed and submitted to Employee Benefits no later than the close of the day June 1. Back-up documentation (the original paid receipt showing the cost of the course/with subsequent payment and the grade card or transcript showing evidence of satisfactory completion of the course) do not have to be submitted with the Tuition Reimbursement Request Form. The back-up documentation can be turned in anytime after June 1 but no later than September 30. Tuition reimbursement shall be forfeited if deadlines are not met.

Section 37.3. The Board will pay up to four hundred dollars (\$400.00) for all completed and passed Board specified BOC classes and CDL renewals (once every four years).

Section 37.4. Payment shall be approved at the first regular Board meeting after the compliance with the eligibility requirement or payment as defined in Section 37.1 has been met.

## ARTICLE XXXVIII DISCIPLINE

Section 38.1. Discipline will be administered in successive steps with due regard for the severity of the violation. 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 non-probationary, bargaining unit employees, shall be for just cause and shall include:

1. Verbal Warning
  2. Written Reprimand
  3. Suspension without pay
  4. Discharge from employment
- (Management retains the right to skip steps if warranted).

Section 38.2. At an employee's request, disciplinary reprimands and written warnings shall be removed from the personnel file if the employee has not been disciplined (including reprimands and warnings) for two (2) years from the date of the reprimand or warning to be removed.

## **ARTICLE XXXIX WAGES**

Section 39.1. The salaries and/or hourly rate of Salary Table D will be in effect on June 30, 2015 and will remain in effect through the close of the day June 29, 2018.

Effective July 1, 2015 – A one and one half percent (1.5%) increase over the existing salary on the Local 95 Salary Schedule.

Effective July 1, 2016 – A one and one half percent (1.5%) increase over the existing salary on the Local 95 Salary Schedule.

Effective July 1, 2017 – 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 39.2. Each employee may be required to attend all Board provided training and/or in-service meetings and shall be paid to attend.

Section 39.3. In order to qualify for a higher step on the schedule, an employee must work a minimum of two-thirds (2/3) of the working days of the annual time schedule under which the person is employed.

Section 39.4. Each employee who has completed five (5) full years or more of fulltime 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 and forty cents (\$3.40) by the number of months of service from initial provisional appointment 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 after 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 and thirty-five dollars (\$835.00) under this section. Employees with twenty-five (25) or more years of service will receive one thousand three hundred and forty dollars (\$1,340.00) under this section. Employees with thirty (30) or more years of service will receive one thousand five hundred (\$1,500.00) under this section. No member shall receive a payment of more than one thousand five hundred dollars (\$1,500.00) under this section.

Payment for an employee who leaves employment for any reason, other than discharge for just cause, in which case there will be no payment, shall be prorated 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, "month of service" means any month in which an employee actually worked fourteen (14) days or more. In the last year of service, employees who have reached maximum longevity shall be paid the entire amount regardless of the retirement date. 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 39.5. Paychecks

A program of direct deposit of payroll checks to Board of Education authorized banks is mandatory for all bargain unit members. Any current bargain unit member 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.

### **ARTICLE XL LABOR MANAGEMENT**

Section 40.1. Two (2) labor Management Committees (Transportation and Maintenance) shall be established to deal with issues of concern or interest to the parties of this Agreement. Each of the committees shall be composed of four (4) administrators designated by the Superintendent and four (4) members of the bargaining unit designated by the Chief Steward of Local #95 for the purpose of discussing, not negotiating, these issues.

Section 40.2. Each committee shall meet at a mutually agreed upon time.

Section 40.3. At the request of either the Chief Steward of local #95 or the Superintendent or designee an organizational meeting will be held in September to develop the format for the meetings for the Transportation labor Management Committee and/or the Maintenance labor Management Committee.

Section 40.4. A representative from the bargaining unit appointed by the Chief Steward of Local #95 will be a member of the Warren City Schools Safety Committee provided Committee meetings are during non-work hours for the individual chosen.

### **ARTICLE XLI WORKPLACE INJURIES/WORKERS' COMPENSATION/RETURN TO WORK**

Section 41.1. When an employee sustains an injury believed to be work related, he/she must immediately report the injury to his/her immediate supervisor. The injured employee must complete an Employee Accident Report and return it to their supervisor by the next work day.

**Section 41.2. An injured employee who is off work must be on a leave and shall apply for any leave he/she qualifies for under this agreement. (Note: Sick leave may be used at the employee's option)**

**Section 41.3. The Board, the employee and the Union may meet to discuss the specifics of any transitional work plan proposed for an employee in advance of implementations. 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 may 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 with union representation and management will work collaboratively in returning the injured employee back to their original position through 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 with union representation 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 XXXII 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 contractual rate as agreed between the management and the employee with union representation.**
- 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 XXXI.**
- 4. This "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 or to continue transitional work or temporary light duty to any employee. Nothing in this section is grievable under Article XVII. Any disputes will be resolved through the statutory procedures under ORC Chapters 4121 and 4123 and the applicable rules and regulations.**

**ARTICLE XLII**  
**DRUG AND ALCOHOL PROGRAM**

**Section 42.1. 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. One 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.

**Section 42.2. Employee Responsibilities.**

Under this program, employees are responsible for the following actions:

- A. Avoiding the use of, and any involvement with, illegal drugs;
- B. Avoiding use of alcohol while on the District's premises 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;
- C. Using medication or prescription drugs only in accordance with prescriptions and physician's directives;
- D. Abiding by the terms of this program;
- E. 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.

**Section 42.3. Prohibitions**

**A. 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 shall result in discipline, up to and including termination of the individual's employment (and may subject the individual to criminal prosecution).

**B. Alcohol**

The unauthorized use of alcohol by an employee while on the District's premises shall be subject to disciplinary action, up to and including termination of employment.

### C. 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. Failure to provide such notice of work limitation will subject the employee to disciplinary action, up to and including termination of employment.

#### Section 42.4. Employee Assistance

It is the District's policy to help any employee who has a substance-abuse problem, especially 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 or to any reasonable suspicion 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 42.3.

If you seek assistance for a problem with drugs or alcohol, contact the Executive Director of Business Operations about available counseling, rehabilitation and employee assistance.

You also can call toll free the National Institute on Drug Abuse Hotline at 1-800-662-HELP.

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

#### Section 42.5. Drug and Alcohol Testing

A. 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 at work hours, or while at work 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 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 drug or alcohol. The

Board's policy will allow for testing under the following conditions:

1. Provide for two supervisors 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. Follow criteria provided by the Bureau of Workers Compensation Check List.
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.

**B. Drug or Alcohol Testing Resulting From Reasonable Suspicion.**

**1. Drug Screening:**

a. The Superintendent or designee shall order a drug screen immediately when there is reasonable suspicion that an employee has been using any drug or narcotic and that this use may present a risk to their safety or that of fellow employees or students or the public. Reasonable suspicion may include any on the job injury requiring medical treatment.

b. The urinalysis procedure for obtaining the urine specimens will be done in accordance with an accredited procedure established by the provider of service. The urine specimen will be acquired in accordance with established procedures, and an accredited laboratory will conduct analysis of the urine specimen to determine the levels of any controlled substance.

**2. 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 XLIII  
EVALUATION PROCEDURE**

Section 43.1. Bargaining unit employees may be evaluated up to two (2) times annually. The Plant Manager II shall contribute information/input on evaluations of all employees that they lead for both annual evaluations and possible vacancies to Supervision and shall not have the authority to discipline.

Section 43.2. Evaluation Committee: Annually by September 15<sup>th</sup> either the Chief Steward of Local 95 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 four (4) Local 95 representatives appointed by the Chief Steward and four (4) 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 compiled no later than November 15<sup>th</sup>.

**ARTICLE XLIV**  
**DURATION OF THE AGREEMENT**

Section 44.1. This Agreement is effective at 12:01 a.m. on June 30, 2015 and shall continue in full force and effect until 12:00 p.m. on June 29, 2018.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date and year first mentioned above.

This agreement is agreed and approved by the Parties this day of

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 95

WARREN CITY SCHOOL DISTRICT BOARD OF EDUCATION.

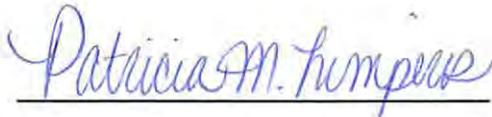


Steve Chiaro  
Superintendent

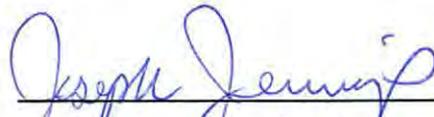


David Conklin  
Business Agent

10-26-15

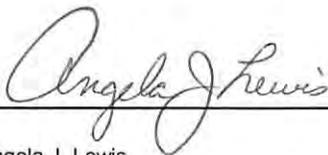


Patricia Limperos  
President



Joseph Jennings  
Chief Steward

10/26/15



Angela J. Lewis  
Treasurer

**ARTICLE XLV  
SALARY CLASSIFICATIONS**

Day Janitor

(4 HR) Bus Driver

(8 HR) Bus Driver

Mechanics

Grounds Keeper

Warehouse Manager

Warehouse Delivery Person

(5 HR) Janitor Monroe/Transportation

Janitor

Grounds Crew

Fireman (Attrition) Monroe Group #1

Fireman (Attrition)

Group #2 (Day or Night)

Lincoln PK8

McGuffey PK8

Group #3 (Day or Night)

W. G. Harding

Administration Building

Plant Manager # II

Group 1

W. G. Harding

Group 2

Lincoln PK-8

Willard PK-8

Jefferson PK-8

McGuffey PK-8

Preventive Maintenance Technician

Painter Apprentice

Painter

**SALARY TABLE 'D'**  
**CUSTODIAL AND OPERATIONAL EMPLOYEES EFFECTIVE**  
 June 30, 2015 through June 29, 2018

The custodial and other appropriate related positions are listed in Salary Table D according to salary promotional levels. The licensed fireman represents the line of promotion.

Upon completion of satisfactory probationary position, credit will be granted for previous custodial work in the Warren City Schools.

**CLASSIFICATIONS**

**2015-2018 CONTRACT**

15 – 16	16 – 17	*17 – 18
1.5%	1.5%	

\*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.

**SPECIAL CUSTODIAN AND OPERATIONAL POSITIONS**

Day Janitor	\$15.24	\$15.47	*
Lincoln K-8			
Willard K-8			
Jefferson K-8			
McGuffey K-8			
Warren G. Harding			
4 Hour Bus Drivers	\$16.72	\$16.97	*
8 Hour Bus Drivers	\$16.73	\$16.98	*
Grounds Crew	\$15.61	\$15.84	*
Mechanic	\$17.77	\$18.04	*
Preventative Maintenance Technician			
Step 1	\$20.81	\$21.12	*
Step 2	\$22.29	\$22.63	*
Step 3	\$23.45	\$23.80	*
Warehouse Manager			
First Year	\$19.05	\$19.34	*
Second Year	\$19.81	\$20.11	*

**Painters Apprentice**

1st year: 70% of the hourly rate for Painters based upon Painters' current annual salary. 2nd year: 80% of the hourly rate for Painters based upon Painters' current annual salary. 3rd

year.90% of the hourly rate for Painters based upon Painters' current annual salary. 4th year:  
95% of the hourly rate for Painters based upon Painters' current annual salary.

Upon satisfactory completion of the four-year apprenticeship program, the Painter will be placed in the appropriate pay schedule.

Painter	\$28.74	\$29.17	*
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Determination of hourly rate is based upon 2,080 hours per year.

(5HR) Janitor Monroe/Transportation			
First Year	\$14.89	\$15.11	*
Second Year	\$15.12	\$15.35	*

Janitors			
First Year	\$14.89	\$15.11	*
Second Year	\$15.12	\$15.35	*

**FIREMAN (ATTRITION)**

Licensed Fireman assigned to a higher job classification as Licensed Fireman will be placed on the current salary of the new position.

Fireman (attrition) Monroe Group #1	\$16.02	\$16.26	*
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Fireman (attrition) Group #2 (Day or Night)	\$17.03	\$17.29	*
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Lincoln PK-8  
McGuffey PK-8

Fireman (attrition) Group #3 (Day or Night)	\$17.25	\$17.51	*
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Warren G. Harding  
Administration Building

**PLANT MANAGER II**

Group #1	\$17.66	\$17.93	*
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Jefferson PK-8  
McGuffey PK-8  
Lincoln PK-8  
Willard PK-8

Group #2	\$18.10	\$18.37	*
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W.G. Harding

## **Appendix A**

### **Job Descriptions**

Warren City School District shall supply job descriptions for all Bargaining Unit jobs that are held and performed by IUOE Local 95 members. Warren City School District shall notify IUOE Local 95 in writing as to if and when any changes are made to the job descriptions. If any new positions are created a job description shall be supplied to the Union.

### **Seniority List**

The School District shall supply the Union with a job classification and seniority list of the employees covered by this agreement. Such list(s) shall be updated annually. The employer also shall notify the Union's office of any changes, in writing, i.e. new hires, discharges, retirements, deaths or promotions.