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**AGREEMENT**

**between**

**TRUCK DRIVERS, CHAUFFEURS & HELPERS  
LOCAL UNION NO. 100**

**an affiliate of the  
International Brotherhood of Teamsters**

**and**

**CLERMONT NORTHEASTERN LOCAL SCHOOL DISTRICT  
(Custodial and Maintenance Employees)**

**7/1/2015 - 6/30/2016**

## TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1. UNION RECOGNITION .....	1
ARTICLE 2. UNION MEMBERSHIP .....	1
ARTICLE 3. PROBATIONARY EMPLOYEES .....	2
ARTICLE 4. MANAGEMENT RIGHTS .....	2
ARTICLE 5. UNIFORMS .....	3
ARTICLE 6. SENIORITY .....	3
ARTICLE 7. SEPARABILITY AND SAVINGS .....	4
ARTICLE 8. STEWARDS .....	5
ARTICLE 9. LOSS OR DAMAGE .....	5
ARTICLE 10. UNION LIABILITY .....	5
ARTICLE 11. NO STRIKE PROVISION .....	5
ARTICLE 12. CHECK-OFF .....	6
ARTICLE 13. PERSONAL LEAVE .....	6
ARTICLE 14. JURY DUTY .....	7
ARTICLE 15. SICK LEAVE .....	8
ARTICLE 16. WAGES AND HOLIDAYS .....	8
ARTICLE 17. OVERTIME AND CALL-IN PAY .....	9
ARTICLE 18. VACATION .....	9
ARTICLE 19. INSURANCE BENEFITS .....	10
ARTICLE 20. VISITS BY UNION OFFICIALS .....	10
ARTICLE 21. COMPENSATION CLAIMS .....	10
ARTICLE 22. DISCHARGE/SUSPENSIONS .....	10
ARTICLE 23. DISTRIBUTION OF AGREEMENT AND NOTICES .....	11

<b>ARTICLE 24. NON-DISCRIMINATION .....</b>	<b>11</b>
<b>ARTICLE 25. LEAVES OF ABSENCE .....</b>	<b>11</b>
<b>ARTICLE 26. LUNCH PERIOD/BREAKS .....</b>	<b>12</b>
<b>ARTICLE 27. GRIEVANCE/ARBITRATION .....</b>	<b>12</b>
<b>ARTICLE 28. DURATION OF AGREEMENT .....</b>	<b>13</b>
<b>ARTICLE 29. REASONABLE CAUSE DRUG TESTING .....</b>	<b>13</b>
<b>ARTICLE 30. COMPLETE AGREEMENT .....</b>	<b>16</b>
<b>ARTICLE 31. CONTRARY TO LAW .....</b>	<b>16</b>
<b>Appendix A 2015-2016 Salary Schedule.....</b>	<b>17</b>

## AGREEMENT

THIS AGREEMENT is entered into by and between Truck Drivers, Chauffeurs and Helpers Local Union No. 100, an affiliate of the international Brotherhood of Teamsters, hereinafter known as the Union, and the Clermont Northeastern Local School District, hereinafter known as the Employer.

WITNESSETH:

### **ARTICLE 1. UNION RECOGNITION.**

Section 1. The Employer agrees to recognize and hereby does recognize the Union as the sole and exclusive bargaining agent on behalf of all of the employees covered by this Agreement of the Employer as hereinafter defined, with respect to wages, hours and all other terms or conditions of employment.

Section 2. This Agreement shall include all Custodial and Maintenance employees of the Clermont Northeastern Local School District.

Section 3. It is agreed by and between the parties hereto that all work of the Employer presently performed or to be performed shall be done by the employees of the bargaining unit covered herein.

### **ARTICLE 2. UNION MEMBERSHIP.**

Section 1. Union Membership. Subject to the provisions below, all employees covered by this Agreement who are members of the Union on the effective date of this Agreement, may remain members in good standing, and those who are not members on that date may become and remain members in good standing upon successful completion of his probationary period. A member in good standing is defined as an employee who tenders the periodic dues uniformly required as a condition of acquiring and maintaining membership in the Union.

Section 2. Fair Share Provisions. It is agreed that all employees who do not join the Union or remain members in good standing shall be required to pay a fair share fee to the Union as a condition of employment. This obligation shall commence upon the successful completion of the probationary period.

This provision shall not require any employee to become a member of the Union, nor shall the fair share fee exceed that percentage of the normal dues used by the Union in administration of the collective bargaining agreement. The deduction of a fair share fee by the Employer from the payroll check of the employees and its payment to the Union is automatic and does not require the written authorization of the employee.

Section 3. Union Security. When the Employer needs additional employees, the Union shall be given equal opportunity with all other sources to provide suitable applicants; however, the Employer shall not be required to hire those referred by the Union. The Employer shall notify the Union of the names of any new employees within seven (7) calendar days of their dates of hire.

Section 4. Bona Fide Religious Exemption. Any employee who is a member of a church or religious body having bona fide religious tenants or teachings which prohibit association with a

labor organization or the payment of dues to it, shall pay an amount of money equivalent to regular Union dues to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and a representative of the labor organization to which such employee would otherwise be required to pay dues. The employee shall furnish written proof each month to the Employer and Union that this has been done. Employees who fail to meet this requirement shall be discharged by the Employer upon demand of the Union.

### **ARTICLE 3. PROBATIONARY EMPLOYEES.**

Section 1. All new employees shall be considered as probationary employees for a period of sixty (60) calendar days and shall be employees for such time on a trial basis. During this period of time, the Employer may transfer, lay off or discharge said employee as it finds necessary, provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement with respect to such rights as are protected by the National Labor Relations Act, Ohio Public Employees Collective Bargaining Act, as amended, and said transfer, layoff or discharge are not subject to the grievance procedure. This article is intended to supersede the provisions of Ohio Revised Code Section 3319.08, except that it does not replace or supersede the one and two year contract sequences and/or the continuing contract sequences as set forth therein.

Section 2. For the purpose of determining the fulfillment of the probationary period as herein provided, successive periods of employment may be accumulated to comply with the requirements of this article. The successive accumulative provisions of this paragraph shall also apply to the period afforded under the Union Security clause.

Section 3. At the termination of the probationary period as herein provided, such employee shall be placed on the regular seniority roster and his seniority shall date from his first date of hire.

### **ARTICLE 4. MANAGEMENT RIGHTS.**

The Employer retains all management rights and functions it possessed prior to entering into a contract with the Union. It is understood that such management rights include, but are not confined to the following: the right to direct its working force, including the assignment and reassignment of employees; the right to hire, promote, transfer, discipline, or discharge for just cause; to initiate methods to improve the efficiency of its employees; to determine the schedules of work and assign available work, including overtime, and processes; the right to relieve employees from duty because of lack of work or for other legitimate reasons; right to establish policies, rules and regulations by which students and employees will be governed; right to efficiently manage the work force in all aspects; to require employees to observe reasonable Employer's rules and regulations, except as restricted by this Agreement.

The parties hereby agree that the Board shall not be permitted to exercise any management rights which unilaterally alters or modifies an existing provision of this Agreement except to the extent that such modification is necessary by a change in the law, through legislation or judicial action. The Board shall have the right to implement any management rights not specifically addressed in the collective bargaining agreement provided that the Board engages in good faith negotiations over the decision and effects of the implementation of the decision which concerns wages, hours, and other terms and conditions of employment. If the change is necessary by virtue of legislative or judicial action, the same process as set forth herein shall apply.

## **ARTICLE 5. UNIFORMS.**

From April 1 through September 30, the bargaining unit members may wear black or navy shorts and a white t-shirt as the designated uniform. The shorts and t-shirt must be clean, in good repair, and must be free of all insignias, logos, words, etc., except a CNE logo or CNE lettering.

Employees are required to wear uniforms as a condition of continued employment. Uniforms shall be furnished by the Employer. Style and color of uniforms shall be recommended to the Superintendent after collaboration between the Maintenance Director and the union steward. Final determination on uniform style and color rests with the Superintendent.

The Employer shall replace all clothing, glasses, hearing aids and/or dentures not covered by Company insurance or Worker's Compensation which are destroyed or damaged in a wreck or fire with Company equipment.

The Employer has the right to establish and maintain reasonable standards for wearing apparel and personal grooming. The wearing of the Employer-provided uniform is required for continued employment. Failure to comply with this requirement shall be cause for discipline, up to and including discharge, in accordance with the Employer's Board policies, applicable laws, and the negotiated agreement between Local 100 and the Employer.

## **ARTICLE 6. SENIORITY.**

Section 1. Seniority is defined as the length of continuous service (this article does not apply to substitute duty) with the Employer. The seniority date for an individual employee shall be the first day of his last date of hiring. A new employee, after completing the probationary period as hereinbefore set forth in this Agreement, shall acquire seniority from his first date of actual employment.

Section 2. Seniority shall govern in all cases of layoff and recall. Thus, employees last hired shall be laid off first and in recalling after layoffs, all employees shall be recalled in reverse order to that in which they were laid off before new employees are hired.

Section 3. The Employer shall provide the Union with a current seniority list within fifteen (15) days after the signing of this Agreement. In the event revisions are made in the seniority list, a new list shall be furnished to the Union each month.

Section 4. Any employee who is transferred out of the bargaining unit shall retain his seniority accrued in accordance with the School Employee Retirement System.

Section 5. An employee shall lose his seniority for any of the following reasons:

- a. A voluntary quit.
- b. Discharge for just cause and such discharge is not reversed by way of grievance-arbitration procedure.
- c. Failure to return to work after a layoff within seven (7) days after being notified in writing to report to work, by certified mail addressed to his last known address.
- d. Being on layoff for a period in excess of three (3) years.
- e. Failure to report for work for three (3) consecutive work days without giving notice to the supervisor.

Section 6. The Employer shall give the Union, the employee or employees involved at least one (1) week's notice in writing of any proposed layoffs.

Section 7. New Jobs, Vacancies (Job Posting).

When new jobs or vacancies occur in any classification appearing herein, such new jobs or vacancies shall be included with the paycheck and be open for bid for one (1) pay period. New jobs or vacancies shall be filled on the basis of the definition of seniority in Section 1 of this article, and on other qualifications. The successful bidder shall have a period of thirty (30) days in which to prove his ability to perform such job. If, at the end of such time, he has not made satisfactory progress, he shall be returned to his former classification, without loss of seniority. The subsequent job opening which develops as a result of a successful bid shall be filled by substitutes until the successful bidder has proven his ability to perform the duties of the new job or vacancy for which he bid. Upon successfully filling the new position or vacancy, that subsequent job opening will come open to bid and be filled in accordance with the provisions of this paragraph.

It is understood that an employee shall bid on one job only. It is further understood that the employee shall bid only on a job having a higher rate as compared to the rate which the employee is then receiving, except as hereafter provided in subsection (c).

A bidder who is successful and thereafter qualifies in the job shall be limited to one (1) such bid a year except that an employee can, two (2) times during a year, bid on a new job or vacancy having a lower rate.

The term "vacancy" as used in this paragraph shall apply to any vacancy which occurs in any job other than vacancies created as a result of vacations or leaves of absence. The term "new job" as used in this paragraph shall apply to all jobs or job openings arising in the bargaining unit and which have never been in existence before or to any job or all addition of jobs or job openings, requiring the performance of work, as additions to already existing classifications.

Section 8. Casuals. Casual employees shall not be used to deprive regular employees of overtime.

**ARTICLE 7. SEPARABILITY AND SAVINGS.**

If any article or section of this Agreement or of any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and any riders thereto, or the application of such article or section to persons or circumstances other than those as to which it has been invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties hereto shall enter into immediate collective bargaining negotiations, upon the request of the Union or the Employer, for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. If the parties hereto cannot agree on a mutually satisfactory replacement, either party hereto shall be permitted all legal or economic resource in support of its demands, notwithstanding any provision in this Agreement to the contrary.

## **ARTICLE 8. STEWARDS.**

The Employer recognizes the right of the Union to designate job stewards and alternates from the Employer's seniority list. The authority of job stewards and alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities:

The investigation and presentation of grievances to his Employer or the designated school representative in accordance with the provisions of the collective bargaining agreement;

The transmission of such messages and information which shall originate with, and are authorized by, the Union or its officers, provided such messages

1. have been reduced to writing, or
2. if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

Job stewards or alternates have no authority to take strike action or any other action interrupting the Employer's business, except as authorized by official action of the Union. The Employer recognizes these limitations upon the authority of job stewards or their alternates, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized strike action, slowdown or work stoppage in violation of this Agreement.

## **ARTICLE 9. LOSS OR DAMAGE.**

Employees shall not be charged for loss or damage unless clear proof that the employee intentionally caused the damage or loss.

## **ARTICLE 10. UNION LIABILITY.**

It is further mutually agreed that the Union shall, within two (2) weeks from the date of execution of this Agreement, serve upon the Employer a written list of the Union's authorized representatives who will deal with the Employer make commitments for the Union generally, and it is understood and agreed that only the President or Secretary-Treasurer of the Union has the authority to act for the Union in calling or instructing strikes or any stoppages of work, and it is further agreed that the Union shall not be liable for any such activities unless so authorized by the named persons having the authority. It is further agreed that in all cases of unauthorized strike, slowdown, walkout, or any unauthorized cessation of work in violation of this Agreement, the Union shall not be liable for damages resulting from unauthorized acts of its members. It is further agreed that the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above. The Employer in such unauthorized action shall retain its rights to engage in such disciplinary action with reference to such unauthorized acts as is reasonable under all circumstances.

## **ARTICLE 11. NO STRIKE PROVISION.**

The Union agrees not to call, conduct, ratify or approve a strike or work stoppage of Union members in the bargaining unit covered by this Agreement during the term hereof, except as

otherwise provided herein.

In the event of a strike or work stoppage by any employee within the bargaining unit, not authorized by the Union, the Union agrees that it will immediately (after notification by the Employer by certified mail or personal messenger that a strike is in progress, which notice for the purposes herein may be served upon the business agent or any officer of Local 100) publicly disavow responsibility for the strike and order the striking employees to return to work and otherwise cooperate with the Employer in terminating promptly such strike or work stoppage.

Any employee engaging in an unauthorized strike or other form of work stoppage shall lose all employment and grievance procedure rights under this Agreement and the Union agrees in no way to question the right of the Employer to discipline or discharge the employee engaging in such activity during the life of this Agreement.

If the Union takes action as provided above, the Employer agrees that it will not bring action against the Union to establish responsibility for such unauthorized strike or work stoppage and the Union shall be relieved of all responsibility therefore.

It is understood that the employee's membership in the Union in and of itself shall not make such employee an agent of the Union.

#### **ARTICLE 12. CHECK-OFF.**

Section 1. Upon receipt of written authorization individually executed by an employee, the Employer agrees to deduct from the pay of all employees covered by this Agreement all established monthly fees, initiation fees, and uniformly levied assessments of the Union. It is further agreed that the Employer shall remit such deductions to the Union prior to the end of the month for which such deduction is made. All authorizations shall be voluntarily signed by the employees.

Section 2. The Employer shall add to the list submitted by the Local Union the names of all regular new employees hired since the last list was submitted and delete the names of employees who are no longer employed.

Section 3. The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck per pay period for all pay periods worked. The phrase "pay period worked" excludes any pay period other than a pay period in which the employee earned a wage. The Employer shall transmit to D.R.I.V.E. National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction was made, the employee's social security number and the amount deducted from that employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

#### **ARTICLE 13. PERSONAL LEAVE.**

The Employer authorizes three (3) days annual personal leave, non-cumulative, for necessary business, family events, and emergencies which cannot be attended to outside working hours.

The Employer recognizes that human affairs unavoidably require the employee to be absent from work on rare occasions. The Employer, therefore, authorizes a personal leave for special reasons with pay, not to exceed three (3) days in any contract year. This is non-cumulative and for each full time employee of the district in accordance with the conditions of this section of the Agreement.

Personal leave will not be deducted from the number of accumulated personal sick days.

Personal leave days requested for the working day immediately preceding or following a vacation or other holiday shall be granted.

Personal leave will not be granted for less than one-half (1/2) day.

Request for approval for personal leave shall be made to the supervisor or building principal by checking the appropriate place on the approved personal leave application form at least three (3) days prior to the date of leave. Personal leave will not be approved on the opening or closing day of school or days preceding or following a holiday or vacation, except for extenuating circumstances.

A "Request for Personal Leave" form will be provided by the administration upon request of the employee. Forms shall be available in each building. The form must be properly completed and submitted for the request to be given consideration.

If time did not permit the employee to file a personal leave request before taking leave, verbal request, with rationale for the leave, will be communicated to the Building Principal, the appropriate Administrator or Superintendent. The emergency leave application shall be completed immediately upon the employee's return.

Special reasons shall be interpreted to include:

1. Religious holidays;
2. Examination connected with college degrees;
3. Mandatory court appearances (except when the employee is found guilty of a crime);
4. Necessary legal or business matters that cannot be attended to after school hours, on Saturday or during vacation periods;
5. Urgent or unusual family obligations such as adoptions, weddings, graduations, funerals or illness; family is defined as husband, wife, children, father, mother, brother, sister or grandparent.
6. Other: \_\_\_\_\_

Any unused personal leave at the end of the contract year will be converted to sick leave unless the employee is at the maximum accrual for sick leave, in which case the employee will be paid their current hourly rate.

#### **ARTICLE 14. JURY DUTY.**

When an employee is called for jury service, he/she shall give his/her immediate supervisor proper notice and the Employer will reimburse the employee his/her regular pay. The employee shall surrender his/her jury duty fee to the Treasurer of the Board. It is the responsibility of the employee to collect his/her jury duty fee.

**ARTICLE 15. SICK LEAVE.**

Employees covered by this Agreement shall be entitled to 1.25 days sick leave monthly with pay. Employees may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious diseases which could be communicated to others, and for absence due to illness, injury or death in the employee's immediate family. Employees absent because of illness or injury shall provide a doctor's certificate if requested by the Employer.

If an employee is going to use sick leave, the employee must call in at least two (2) hours prior to the normal start time of their shift. The call shall be made to the district sub caller and the building principal at the building to which the employee is assigned.

Sick leave shall be paid based on an employee's regular scheduled hours for each day of sick leave.

Sick leave may be taken in increments of one-half (1/2) of the employee's regular scheduled hours per day.

Unused sick leave shall be permitted to accumulate from year to year. Upon retirement, an employee shall receive thirty percent (30%) of his/her accumulated but unused sick leave at the then prevailing hourly rate, up to a maximum of two hundred and thirty (230) days.

**ARTICLE 16. WAGES AND HOLIDAYS.**

Veteran's Day shall be a recognized holiday if it is included within the school calendar, as such. If Veteran's Day is not included in the school calendar as a holiday, a veteran, upon proof of such status, may take a personal day or vacation day on Veteran's Day.

Section 1. Wages. For the 2015-2016 school year, members shall be paid according to the salary schedule attached as Appendix A. Upon ratification by the Board of Education, pay shall be retroactive from that date to July 1, 2015, however, the retroactive pay is based on contract hours only and not overtime or extra time.

The Employer shall guarantee to each employee the above hourly earnings.

It is understood that the guarantee mentioned in the above paragraph is contingent on no infraction of Employer rules, provided said infraction or reason is the cause of said employee's unavailability for work.

It is further understood that this guarantee shall not apply in case of fire, flood, strike or other circumstances beyond the control of the Employer, other than normal hazards of the business.

Section 2. Holidays. Employees covered under this Agreement shall receive the following paid holidays:

- |                        |                        |
|------------------------|------------------------|
| New Year's Day         | Thanksgiving Day       |
| Martin Luther King Day | Day after Thanksgiving |
| President's Day        | Christmas Eve          |

Memorial Day

Christmas Day

Independence Day

New Year's Eve Day

Labor Day

Employee's Birthday\*

\*This holiday must be scheduled and taken on a day students are not present for instruction (summer school excluded). This holiday must be used after the birth date but prior to June 30. Employees with June birthdays may take this holiday prior to their birthday, but the holiday must be taken in the month of June.

#### **ARTICLE 17. OVERTIME AND CALL-IN PAY.**

All hours worked by an employee in excess of forty (40) in a work week shall be paid at the rate of time and one-half.

For the purposes of this Agreement, work week is defined as 12:01 a.m. Sunday through 12:00 p.m. Saturday.

For the purposes of this section, vacation days, personal leave days, sick days, and calamity days which the employee does not work but for which he/she is compensated by the Board, shall not constitute hours worked when determining if an employee is eligible for overtime in a work week.

#### **ARTICLE 18. VACATION.**

Each full-time employee, after completion of service for one (1) to seven (7) years with the Board of Education, shall be entitled, while continuing in the employ of the Board, to vacation leave with pay for two (2) calendar weeks, excluding legal holidays. Full-time employees continuing in the employ of the Board of Education for eight (8) to fourteen (14) years of service shall have earned and are entitled to three (3) weeks vacation leave with full pay. Full-time employees continuing in the employ of the Board of Education for fifteen (15) to twenty-four (24) years shall have earned and are entitled to four (4) weeks vacation leave with full pay. Full-time employees continuing in the employ of the Board of Education for twenty-five (25) years or more shall have earned and are entitled to five (5) weeks vacation leave with full pay.

Such vacation leave shall accrue to the employee at the rate of three and one-tenths hours each bi-weekly period for those entitled to two (2) weeks or eighty (80) hours per year; four and six-tenths hours each bi-weekly period for those entitled to three (3) weeks or one hundred twenty (120) hours per year; six and two-tenths hours each bi-weekly period for those entitled to four (4) weeks or one hundred sixty (160) hours vacation per year; and seven and seven-tenths hours each bi-weekly period for those entitled to five (5) weeks or two hundred (200) hours vacation per year.

Employees shall have the right to accrue up to but not more than three (3) years of earned vacation leave at any given time. Excess leave shall be eliminated from the employees' leave balance. Employees shall forfeit their right to be paid for any vacation leave to their credit in excess of their contract year.

Upon separation from employment, an employee shall be entitled to compensation at the current

rate of pay for all lawfully accrued and unused vacation leave to his credit at the time of separation up to the vacation entitlement for three (3) years. In the case of the death of an employee, such unused vacation leave shall be paid in accordance with Section 2113.04 of the Ohio Revised Code, or to his estate.

For the purposes of this provision, a full-time employee is a person who is in the service for not less than eleven (11) months in each calendar year. The Board of Education may establish vacation leave for employees who are in service less than eleven (11) months in each calendar year.

Vacation time shall be approved by the employee's supervisor and shall be granted at time periods that are in the best interest of district operation.

#### **ARTICLE 19. INSURANCE BENEFITS.**

The Employer shall provide to members of this bargaining unit the same health, prescription, dental, and life insurance benefits, and at the same percentage of Board contribution, as are provided to members of the CNEA.

#### **ARTICLE 20. VISITS BY UNION OFFICIALS.**

Authorized agents of the Union shall have access to Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues and ascertaining that the Agreement is being adhered to, providing, however, that there is no interruption of the Employer's working schedule.

#### **ARTICLE 21. COMPENSATION CLAIMS.**

An employee who is injured on the job and who is sent home or to a hospital or who must obtain medical attention shall receive pay at the applicable hourly rate for the balance of his regular shift on that day.

An employee who has returned to his regular duties after sustaining a compensable injury who is required by the Worker's Compensation doctor to receive additional medical treatment during his regularly scheduled working hours shall use sick leave.

#### **ARTICLE 22. DISCHARGE/SUSPENSION.**

No employee shall be taken out of service or discharged without first being given a hearing. Such hearing shall not be required in cases involving dishonesty, drunkenness, drinking while on duty, or substance abuse. Such hearing as is contemplated by this article shall be held promptly and an officer and/or business representative of the Union, along with the steward and the aggrieved employee, if he so wishes, shall be present. If a decision or agreement is reached at such hearing, it shall be final and binding on all parties and also the aggrieved employee. In the event there is no decision or agreement reached in such hearing as is set out above, then such case shall be reduced to writing and shall be processed in accordance with the arbitration machinery herein.

#### **ARTICLE 23. DISTRIBUTION OF AGREEMENT AND NOTICES.**

The Union agrees to send a copy of this executed Agreement to each employee covered by this Agreement, the Superintendent's office, and the Treasurer's office.

The Board agrees to provide suitable space for the Union bulletin board in each place of work. Postings by the Union on such boards are to be confined to official business of the Union.

#### **ARTICLE 24. NON-DISCRIMINATION.**

The Board and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin or age, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin or age.

#### **ARTICLE 25. LEAVES OF ABSENCE.**

Section 1. Union Activities. With regard to any employee or employees designated by the Union to attend a labor convention or to serve in any capacity on other official Union business, the Board agrees to grant all necessary and reasonable time off without loss and/or discrimination of seniority rights.

Section 2. Military Leave. Any employee leaving the employ of the Board to serve in the Armed Forces of the United States, either by enlistment or through Selective Service, shall, upon being honorably discharged from such service and reporting for work within ninety (90) days after discharge, be reemployed by this Board, provided there is work for which he can qualify. His seniority shall accumulate during the time spent in such service.

Section 3. Personal Leave. Upon written request by the employee stating reasons therefor, the Board may grant, in writing, leave of absence to such employee for a period of up to ninety (90) days which may, at the discretion of the Board and the Union, be extended for a like period, for good cause shown. Such written permission must also be approved in writing by the Union. During such period as granted, there shall be no loss of seniority.

Section 4. Medical. An employee shall be granted a medical leave for illness and/or disability for a period of up to thirty (30) days when request for such leave is supported by a physician's statement. Such leave will be extended for such further period as is required upon application supported by a physician's statement regarding the continuance of such illness and/or disability. At all times there shall be no loss of seniority.

Section 5. Family and Medical Leave. It is understood that the Family and Medical Leave (PL 103-3) applies to eligible employees covered by this Agreement, when practical. Requests for Family and Medical Leave shall be submitted in writing to the administrator designated by the Superintendent at least thirty days prior to the requested date of leave. Employees returning from leave resulting from members own health conditions may be required to submit to a medical examination prior to his or her return.

#### **ARTICLE 26. LUNCH PERIOD/BREAKS.**

Employees shall, unless otherwise mutually agreed, take a thirty (30) minute paid lunch period daily.

Each employee shall be permitted a break of twenty (20) minutes in the first four (4) hours of his/her shift and the same period in the second four (4) hours of his/her shift. Such breaks shall be paid.

## **ARTICLE 27. GRIEVANCE/ARBITRATION.**

A grievance shall be defined as any controversy or dispute arising between the parties to this Agreement. Having a desire to create and maintain labor harmony between them, the parties hereto agree that they will promptly attempt to adjust all complaints, disputes, controversies, or other grievances arising between them involving questions of interpretation or application of the terms and provision of this Agreement or any other controversy or dispute having occasion to arise between the parties. A grievance from a group of members must have arisen out of identical factual or substantially similar circumstances affecting each member of said group to constitute a group grievance.

Thus, should differences or disputes of any kind arise between the parties to this Agreement or between the employees covered herein and the Board, the aggrieved party to this Agreement or employee or employees, as the case may be, shall use the following procedure as the sole means of settling said differences, dispute or controversy in the following manner:

Unless otherwise agreed upon, "days" as used in this Agreement shall mean calendar days.

Step 1: If there is an employee (or employees) aggrieved, he/she shall first attempt to settle the grievance with the appropriate supervisor.

Step 2: Failing to settle the grievance in accordance with Step 1, the grievant shall then reduce such grievance to writing and submit it to his/her supervisor with a copy to the union steward who, along with the aggrieved employee and supervisor, shall attempt to settle the grievance. If such grievance is not lodged within ten (10) days after the occurrence of the act or condition which is the basis of said grievance, said grievance shall be waived. The written grievance shall be on the appropriate form and shall contain a statement of the facts upon which the grievance is based and a reference to the provision of the contract allegedly violated, misinterpreted or misapplied. The supervisor shall take action on the written grievance and reduce it in writing with copies sent to the grievant, the union steward and Superintendent within ten (10) days after the hearing date.

Step 3: If the grievance is not settled after submission to the steward and supervisor as set out in Step 2, the steward shall refer the grievance to the Business Representative of the Union and to the Superintendent within ten (10) days after receipt of the written response of the supervisor's action on said grievance. Failure to file such an appeal within ten (10) days from receipt of the written response of the supervisor's action on said grievance shall be deemed a waiver of the right of appeal and the grievance shall be void. Upon request, a hearing shall be conducted by the Superintendent or the Superintendent's designee within ten (10) days after receipt of a mutually agreeable date.

The Superintendent or his or her designee shall take action on the appeal of the grievance within ten (10) days after receipt of the appeal or, if a hearing is requested, within ten (10) days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced in writing with copies to the grievant, the union steward and the appropriate supervisor.

In the event there is a Union grievance, as such, or a Board grievance, as such, and in the event either party signatory hereto wishes to avail itself of the procedure herein, it shall initiate its action commencing with Step 3 above.

**Step 4:** If the grievance cannot be settled as outlined in Step 3 after the first meeting of the Management Representative and the Business Representative of the Union, the grievance may be submitted to mediation by mutual agreement of the parties. The request for mediation must be made within ten (10) days of the Superintendent's decision at Step 3.

Any of the time limits and deadlines specified in this grievance procedure may be extended by mutual agreement of the parties.

**Step 5 - Arbitration:** Should any grievance or dispute remain unsettled after exhausting the aforementioned procedure, either party may demand arbitration within ten (10) days of the completion of mediation or the indication from either party of their intent not to mediate the grievance. Failure to file such notice of intent to submit to arbitration within ten (10) days shall be deemed a waiver of the right to appeal. The arbitrator shall be appointed by mutual consent of the parties. In the event the parties are unable to agree upon an arbitrator within seven (7) days after arbitration is invoked, they then shall jointly petition the Federal Mediation and Conciliation Service and request a panel of seven (7) qualified arbitrators, from which the parties shall select one arbitrator.

It is further agreed that the above grievance-arbitration procedure shall and the same hereby is the sole method of settling disputes, differences or controversies arising between the parties hereto or between an employee and the Board, and it is further agreed that the employees covered hereunder shall be bound by any decisions, determinations, agreements, or settlements which may be effectuated pursuant to invoking the grievance-arbitration procedure.

The expenses incident to the arbitrator shall be divided equally between the Board and Union.

## **ARTICLE 28. DURATION OF AGREEMENT.**

This Agreement shall become effective July 1, 2015, and shall be and continue in full force and effect to and including June 30, 2016, and this Agreement shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate this Agreement is served by either party upon the other at least sixty (60) days prior to the aforementioned expiration date or at least sixty (60) days prior to the annual expiration date of any subsequent year.

## **ARTICLE 29. REASONABLE CAUSE DRUG TESTING**

### Drug and Alcohol Policy

Drug and alcohol abuse in the workplace is dangerous and can be harmful. It is the policy of the Clermont Northeastern Local Board of Education ("Board of Education") to establish a drug and alcohol free workplace. In accordance with that philosophy, the Board of Education will sponsor Alcohol and Drug Awareness Training to minimize the possible application of the language contained in this provision and to encourage employees to utilize the Employee Assistance Program.

Workplace is defined to mean the site for the performance of work done in connection with employment. The workplace includes any school building, school property, school-owned vehicles or school-approved vehicle used to transport students to and from school or school-related activities; off school property during school-sponsored or school-related activity, even or function, such a field trips or athletic events where students are under the jurisdiction of the Board of Education.

### Application

This policy shall be adopted and applied equally to all members of the Board of Education, to all administrative employees and to all other employees who are not a member of a recognized collective bargaining unit (hereafter collectively referred to as "employee"). This policy is not intended to, and shall not, apply to any employee who is a member of a recognized collective bargaining unit, unless otherwise negotiated.

If an employee voluntarily requests counseling or assistance before the Board of Education learns of the employee's substance abuse problem (through a positive test result or otherwise), the employee's job security or promotion opportunities will not be jeopardized by his/her request for counseling or referral assistance. An employee may not avoid the consequences of a positive test by requesting counseling or assistance for a substance abuse problem after being instructed to submit to a drug test.

### Reasonable Cause Testing

Employees may be tested for alcohol, any other intoxicant, any illegal drug or illegal use of prescription drugs where there is evidence to believe that the employee may be abusing drugs, including prescription drugs, or alcohol in the workplace. This determination must be made by the Superintendent or his/her designee and must be based upon an investigation that includes observable indications of behavior, demeanor, speech, appearance, breath, body odors or job performance. The administration shall not ask a employee to submit to a test based upon an anonymous, unsubstantiated complaint.

As it relates to alcohol, marijuana or improperly-used prescription drugs, tests will be authorized only if the required observations are made in the workplace. Illegal drugs not otherwise listed are not subject to the workplace limitation. The expense of tests shall be paid by the Board of Education and shall be conducted by a laboratory which meets the Mandatory Guidelines for Federal Workplace Drug Testing Programs and is listed on the Federal Register.

### Positive Tests

In the case of a positive test result, the employee will be advised by the appropriate representative from the laboratory conducting the test, on a confidential basis, prior to the results being reported to the employer. The employee will have the right to discuss and explain the results, including the right to advise the laboratory representative of any medication prescribed by his/her own physician which may have affected the results of the test.

An employee who tests positive will have the right to have the secured portion of his/her urine, blood or hair sample independently retested by a laboratory that meets the standards recognized by the U.S. Department of Health and Human Services.

### First Offense

Any employee who has a positive test shall be referred to and satisfactorily complete a drug/alcohol rehabilitation and intervention program. Rehabilitation and intervention shall be at the employee's expenses, except as may be covered by applicable group health plan terms, sick leave policies, and other leaves of absence policies. The employee shall not return to his/her employment assignment until intervention or treatment as deemed necessary by a physician is certified to the Superintendent. Should the employee fail to comply, he/she waives all rights under the applicable statutes and may be subject to disciplinary action.

#### Second Offense

Any employee who has a second positive test shall be suspended for one to five days unpaid and shall be referred to and satisfactorily complete a drug/alcohol rehabilitation and intervention program. Rehabilitation and intervention shall be at the employee's expenses, except as may be covered by applicable group health plan terms, sick leave policies, and other leaves of absence policies. The employee shall not return to his/her employment assignment until intervention or treatment as deemed necessary by a physician is certified to the Superintendent. Should the employee fail to comply, he/she waives all rights under the applicable statutes and may be subject to disciplinary action.

#### Third Offense

Any employee who has a third positive test shall be subject to immediate termination.

#### Criminal Conviction

Any employee who admits, pleads guilty or no contest to, or is convicted of a drug related offense shall be subject to immediate termination.

#### Certification/Licensure Revocation

Any employee who pleads guilty, or is convicted in any court of law for an alcohol or drug abuse offense which is a felony, or is a misdemeanor resulting in withdrawal or proper certification/licensure, shall waive all rights under all applicable statutes; and the Board of Education shall take disciplinary action as necessary.

#### Workers' Compensation

If an employee sustains a workplace injury while s/he is under the influence of alcohol or a controlled substance not prescribed by his/her physician, s/he may be disqualified for compensation and benefits under the Workers' Compensation Act. If the employee tests positive or refuses to submit to a test for alcohol and/or other drugs after sustaining a workplace injury, the employee may dispute or prove untrue the presumption or belief that alcohol and/or other drugs are the proximate cause of the injury (i.e., rebuttable presumption). The Board directs the Superintendent to establish guidelines and post a notice advising employees that the results of, or the employees refusal to submit to an alcohol or other drug test may affect an employee's right to receive workers' compensation benefits.

#### Testing of New Hires

The Board may require all potential new hires to submit to a pre-employment drug test, which shall be at the sole cost of the Board. Any candidate for employment who tests positive shall be immediately disqualified for employment with the Board except in the case where the positive test is for an authorized prescription drug and the potential employee has a valid prescription.

**ARTICLE 30. COMPLETE AGREEMENT.**

This Agreement supersedes and cancels all previous agreements, whether verbal or written, between the Employer and the Union and constitutes the entire agreement between the parties.

**ARTICLE 31. CONTRARY TO LAW.**

Consistent with Ohio Revised Code Chapter 4117, the parties intend that this Agreement shall supersede and replace in their entirety any and all provisions of the Ohio Revised Code, which are in conflict or inconsistent with any provisions of this Agreement, whether or not the provision is specifically enumerated herein.

IN WITNESS WHEREOF, the parties hereto have subscribed their names this 21<sup>st</sup> day of September, 2015.

Employer:

**Clermont Northeastern Local School  
District Board of Education**

*Andrew Hamill*

Board President

*Brian G. Switzer*

Brian G. Switzer, Treasurer

UNION:

**TRUCK DRIVERS, CHAUFFEURS  
AND HELPERS LOCAL UNION NO. 100**

*Jimmy Berger*

By:

Title: union Steward

CLERMONT NORTHEASTERN LOCAL  
SCHOOLS  
BUILDING AND GROUNDS SALARY  
SCHEDULE  
2015-16 Effective July 2015

2%

STEP	LEAD CUSTODIAN	CUSTODIAN
0	\$16.30 1.202	\$13.56 1.000
1	\$16.46 1.214	\$13.72 1.012
2	\$16.67 1.229	\$13.91 1.026
3	\$16.77 1.237	\$14.02 1.034
4	\$16.91 1.247	\$14.16 1.044
5	\$17.11 1.262	\$14.31 1.055
6	\$17.34 1.279	\$14.47 1.067
7	\$17.83 1.315	\$14.86 1.096
8	\$18.10 1.335	\$14.98 1.105
9	\$18.40 1.357	\$15.40 1.136
10	\$18.63 1.374	\$15.85 1.169
11	\$18.97 1.399	\$16.23 1.197
12	\$19.35 1.427	\$16.60 1.224
13	\$19.80 1.460	\$17.06 1.258
14	\$20.18 1.488	\$17.44 1.286
15	\$20.62 1.521	\$17.87 1.318
18	\$21.06 1.553	\$18.32 1.351

Subs same as Step 0