



04/01/2022  
2306-02  
21-MED-03-0280  
41560

## **AGREEMENT**

between the

**WARREN CITY SCHOOL DISTRICT  
BOARD OF EDUCATION**

and the

**INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL 18-S**

**June 30, 2021 through June 29, 2024**

<b>Article</b>	<b>Table of Contents</b>	<u>Page</u>
	Agreement	5
I	Recognition	5
II	Union Security and Dues Check-Off	6
III	Election Procedures	7
IV	Coverage	7
V	Release Time	7
VI	Request for Negotiations	8
VII	Negotiation Meetings	8
VIII	Caucus	9
IX	Exchange of Information	9
X	Consultants	9
XI	Progress Reports	10
XII	Tentative Agreement	10
XIII	Mediation	11
XIV	Entire Agreement Clause	11
XV	Conflict With Law	11
XVI	Articles	12
XVII	Grievance Procedure	12
XVIII	Rights	21
XIX	Evaluation Procedure	22
XX	Absence/Tardiness	23
XXI	Discipline Procedure	25
XXII	Working Hours	26
XXIII	Holidays	27
XXIV	Parental Leave	28
XXV	Medical Leave	31

XXVI	Sick Leave	32
XXVII	Personal Leave	33
XXVIII	Leave of Absence Under Family Medical Leave Act (FMLA)	35
XXIX	Assault Leave	37
XXX	Jury Duty	37
XXXI	Probationary Period/Seniority	38
XXXII	Job Assignments	40
XXXIII	Layoff and Recall Procedures	42
XXXIV	Severance Pay	43
XXXV	Insurance Benefits	44
XXXVI	Wages	49
XXXVII	Tuition Reimbursement	51
XXXVIII	ESEA In-service/Training/Assessment	53
XXXIX	Worker's Compensation/Return To Work	53
XL	Drug and Alcohol Program	56
XLI	Dress Code	61
XLI	Duration of Agreement	63
	Signature Page	63

## AGREEMENT

This Agreement entered into at Warren, Ohio this first (1<sup>st</sup>) day of June 30, 2021, between the Warren City School District Board of Education, hereinafter referred to as the "Board," and the International Union of Operating Engineers Local 18-S, hereinafter referred to as the "Operating Engineers."

### 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 educational assistants involved in classroom, laboratory and other related situations, but excluding all other employees.

Section 1.2. For the purpose of this Agreement, Section 1.1 of this article 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, or age.

Section 1.4. The bargaining unit covered by this Agreement and the term "employee" as used herein shall include all assistants according to the classifications, para-professionals, associate degree or equivalent, and bachelor's degree or equivalent as agreed upon. Full-time assistant is defined as an employee working thirty-five (35) or more hours per week.

Section 1.5. The Board agrees to provide, the Chief Steward, in writing, the name, address, and phone number of each employee who has successfully completed his/her probation period.

### 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. Bi-weekly payroll deduction shall be forwarded to the Treasurer of the Operating Engineers.

Section 2.3. 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 2.4. Dues deduction authorization shall be irrevocable for a period of one (1) year except that authorization may be withdrawn in accordance with the dues authorization form. If dues deduction is not revoked during such period, it shall continue for successive-periods of one (1) year.

Section 2.5. Union dues shall be deducted in eighteen (18) equal installments commencing with the first (1<sup>st</sup>) "full" pay period in September. No charge shall be made for this deduction.

Section 2.6. The Board shall deduct bi-weekly membership dues, if appropriate, initiation fees payable to the Operating Engineers, upon receipt of a voluntarily written individual authorization from any bargaining unit employee on a form provided by the Operating Engineers.

Section 2.7. If the JANUS decision of the U.S. Supreme Court is vacated or otherwise altered to permit the charging of a service or "fair share fee" by collective bargaining representatives, upon receipt of written notice from Local 18S of such change in the law, the parties agree to meet and commence bargaining in regard to the issue within thirty (30) days of receipt of the notice by the Superintendent.

ARTICLE III  
ELECTION PROCEDURES

Section 3.1. Representation election procedures shall be as per the Ohio Revised Code 4117.

ARTICLE IV  
COVERAGE

Section 4.1. 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 V  
RELEASE TIME

Section 5.1. 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 wherever 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. No substitutes shall be employed for persons on the negotiating committee.

Section 5.2. Upon prior approval of the Superintendent or his/her designee, the Union Steward or his/her designee shall be granted such time as needed to attend to Operating Engineers business pertaining to the Board. This release time shall be without pay.

ARTICLE VI  
REQUEST FOR NEGOTIATIONS

Section 6.1. If either party wishes to negotiate changes to this Agreement, it shall notify the other party in writing no later than March 1<sup>st</sup> of the year in which this Agreement is to expire. The Operating Engineers shall notify the Superintendent or his/her designated representative and the Board shall notify the Operating Engineers. The initial bargaining session shall be scheduled no later than March 15<sup>th</sup> unless mutually agreed to by the parties.

ARTICLE VII  
NEGOTIATION MEETINGS

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

In the first (1<sup>st</sup>) meeting, the Operating Engineers will present their written proposals and give an explanation. The second (2<sup>nd</sup>) meeting will be scheduled to give the Board sufficient time to respond and make initial proposals of its own. Subsequent meetings will be used to negotiate the proposals until a tentative agreement is reached. Both parties may amend or alter their proposals within the first (1<sup>st</sup>) three (3) meetings. No additional new proposals shall be submitted by either party after the third (3<sup>rd</sup>) 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 negotiation. 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 revoke, redraft, summarize, complete or otherwise develop data other than in its existing form.

## ARTICLE X CONSULTANTS

Section 10.1. In addition to said terms, 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.

## ARTICLE XII TENTATIVE AGREEMENT

Section 12.1. When consensus is reached on those matters being negotiated, the understanding 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, this Agreement shall be signed by both parties and shall become a part of the official minutes of the Board. This Agreement shall be duplicated and distributed to the Union members and to representatives of the Board. All costs incurred in the preparation, typing and duplicating of this Agreement shall be shared equally by the Union and the Board. All negotiations must be completed within ninety (90) days, unless extensions are mutually agreed upon by the Board and the Operating Engineers.

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 an agreement is not reached within ninety (90) days after the first (1<sup>st</sup>) negotiation 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 (FMCS) 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 ENTIRE AGREEMENT CLAUSE

Section 14.1. This Agreement supersedes and cancels all previous negotiated agreements, verbal or written or based on alleged past practices between the Board and the Operating Engineers and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

#### ARTICLE XV CONFLICT WITH LAW

Section 15.1. If any provision of this Agreement or any application of the provisions of this Agreement, or any agreement reached under its terms, conflicts with any federal or state law, now or hereafter enacted or issued in a manner not permitted by 4117 O.R.C., such provision (only to the extent such provision, application, or agreement is in conflict with any federal or state law, application, or agreement) shall be inoperative but the remaining provisions hereof shall remain intact.

#### ARTICLE XVI ARTICLES

Section 16.1. Wages, hours and working conditions contained in article form shall be attached hereto and made a part of this Agreement, and shall be negotiated in conformance with the dates listed and with the procedures outlined in this Agreement.

#### ARTICLE XVII GRIEVANCE PROCEDURE

17.1 Definitions

- 17.11 "Operating Engineers" shall mean the International Union of Operating Engineers, Local 18-S.
- 17.12 "Administration" shall mean the Superintendent, Associate Superintendent, Executive Director of Business Operations, Treasurer, Executive Directors, Supervisors, High School Principal, PK-8 Principals, and Senior High Assistant Principals.
- 17.13 "Board of Education" and "Board" shall mean the Warren City School District Board of Education.
- 17.14 "Days" shall mean actual working school days when students are in session, except in the summer when days shall mean days the Board Office is open.
- 17.15 "Grievance" shall mean a claim by a member(s) that there has been a violation, misinterpretation, or misapplication of the language of this Agreement between the Operating Engineers and the Board.
- 17.16 "Grievant" shall mean a member(s) and his/her representative (which is the Operating Engineers) initiating a claim as defined in Article XVIII – Rights, Section 18.15 of this Agreement. (Where more than one (1) person is a grievant, each shall sign the grievance.)
- 17.17 "Immediate Supervisor" for the purposes of the grievance procedure, shall mean the lowest level administrator having the authority to resolve the grievance.
- 17.18 "Member" shall mean a member of the bargaining unit described in Article I - Recognition, Section 1.1, of this Agreement.

17.2 Rights of the Grievant and the Operating Engineers

- 17.21 A grievant shall be accompanied at all times and at all formal steps of the grievance procedure by a representative of the Operating Engineers.
- 17.22 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.
- 17.23 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.

17.3 Time Limits

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

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

#### 17.4 Grievance Procedure

##### 17.41 Informal Procedure

A grievance shall first (1<sup>st</sup>) be presented to the immediate supervisor in an attempt to promptly resolve the problem. The immediate supervisor shall give an answer to the grievant and his/her Operating Engineers representative within five (5) work days of the submission.

##### 17.42 Formal Procedure

###### 17.42(1) Step I

If the grievance is not resolved at the informal level, it may be pursued further by submitting a completed Grievance Form, Step I, in duplicate, within the timelines for filing a written grievance. Copies of this form shall be submitted by the grievant to the immediate supervisor. Within five (5) workdays of receipt of the Grievance Form, the immediate supervisor shall meet with the grievant. The immediate supervisor shall write a disposition of the grievance within five (5) workdays after such meeting by completing the appropriate step of the Grievance Form and returning a copy to the grievant, the Business Representative of the Operating Engineers, and the Superintendent.

###### 17.42(2) Step II

If the grievant is not satisfied with the disposition of the grievance in Step I, the grievant shall complete Step II of the Grievance Form and submit same to the Superintendent or designee within ten (10) workdays of receipt of its disposition at Step I level. Within five (5) workdays of receipt of the Grievance Form, the Superintendent or designee shall meet with the grievant. Within ten (10) workdays of this meeting, the Superintendent or designee shall write his/her disposition of Step II, forwarding a copy to the grievant, the Business Representative of the Operating Engineers the immediate supervisor and the Superintendent.

###### 17.42(3) Step III

If the grievant is not satisfied with the disposition made by the Superintendent or designee, then the grievant shall complete Step III of the Grievance Form and submit same through the Business Representative of the Operating Engineers to the President of the Board within ten (10) workdays of the disposition by the Superintendent or designee either by hand delivery with receipt acknowledged as set forth in Section 17.35 of this article or by certified mail with return receipt requested with date of the receipt recorded thereon.

The Board shall meet with the grievant for the purpose of reviewing such grievance. The meeting shall be held in executive session unless otherwise required by law. Such meeting shall be held at the next Board meeting but no sooner than three (3) workdays after the receipt of the Step III Grievance Form by the President. The disposition of the

grievance shall be written by the President of the Board of Education within ten (10) workdays following the meeting with the grievant. No official Board action shall be taken on the grievance. Delivery of the grievance shall either be by hand with receipt acknowledged as set forth in Section 17.35 of this article, or by certified mail, in which case the acknowledgement on the return receipt will indicate the date of delivery.

17.42(4) Step IV

If the grievant is not satisfied with the disposition of the grievance by the Board at Step III the grievant (through the Business Representative of the Operating Engineers may request a hearing before an Arbitrator by completing Grievance Form, Step IV. The grievant's request for arbitration shall be made within five (5) workdays following either the receipt of the disposition of the grievance in Step III or the lapse of fifteen (15) workdays following grievant's submission of the Grievance Form to the President under Step III, whichever occurs first (1<sup>st</sup>). The grievant's request for arbitration shall be addressed to the Superintendent at the Board offices. Delivery of the grievance shall either be by hand with receipt acknowledged as set forth in Section 17.35 of this article, or by certified mail, in which case acknowledgement on the return receipt will indicate the date of delivery. Within ten (10) workdays following receipt by the President of the grievant's request for arbitration, the Board or its designated representative and the grievant shall mutually petition the Federal Mediation and Conciliation Service (FMCS) to provide both parties with a list of seven (7) names from which an Arbitrator will be selected by the alternate strike method and notified in accordance with the rules of the FMCS. The toss of a coin will determine who strikes first (1<sup>st</sup>). Arbitrators shall be selected no more than ninety (90) calendar days from the list issued by FMCS. Arbitration hearings shall be scheduled as soon as possible.

Once the Arbitrator has been selected, he/she shall proceed with the arbitration on the grievance in accordance with the Voluntary Labor Arbitration Rules of the FMCS. 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 the 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 Agreement, 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.

With the exception of Section 17.5 of this article, the cost of arbitration at Step IV of Section 17.42(4) and shall be shared equally by the Board and the Operating Engineers. paid by the losing party.

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.

In the event the Operating Engineers determines, at any level of the grievance procedure, that a grievance should not be carried further, the grievant may continue the procedure through Step III of Section 17.42(3).

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 Agreement.

ARTICLE XVIII  
RIGHTS

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:

- 18.11 Determining the inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Board, standards of services, its overall budget, utilization of technology, and organizational structure;
- 18.12 Direct, supervise, evaluate, or hire employees;
- 18.13 Maintain and improve the efficiency and effectiveness of governmental operations;
- 18.14 Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- 18.15 Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
- 18.16 Determine the adequacy of the workforce;
- 18.17 Determine the overall mission of the Board as a unit of government;
- 18.18 Effectively manage the workforce;
- 18.19 Take action to carry out the mission of the Board as a governmental unit.

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

ARTICLE XIX  
EVALUATION PROCEDURE

Section 19.1. OBJECTIVE. Bargaining unit employees shall be evaluated up to two times (2x) annually. For new hires a probationary evaluation will be conducted within sixty (60) calendar days.

Section 19.2. Evaluation Committee: Annually by September 15<sup>th</sup> the Chief Steward and/or designee of the Operating Engineers or the Superintendent and/or designee of the Board may request to meet to review and make recommendations for revising the evaluation instrument. The committee shall be comprised of three (3) Operating Engineers representatives appointed by the Chief Steward and three (3) Board representatives appointed by the Superintendent and/or designee. Every effort shall be made by the parties to form a committee whose collective membership is knowledgeable and representative of all general categories of job duties and responsibilities. The committee will look at and explore as many alternatives as the committee believes will be useful to ensure the continuation of an effective evaluation process. In addition, the committee shall seek input from those members who are actually working in each position. While the committee shall make recommendations on the evaluation instrument, final authority for establishing the evaluation instrument remains with the Board. The work of this committee shall be completed no later than November 15<sup>th</sup>.

## ARTICLE XX ABSENCE/TARDINESS

Section 20.1. Statement of Philosophy. The Board and Operating Engineers, 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 Board. Furthermore, we believe that unexcused absences, failure to report for or to remain at work, 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 20.2. Work Practices.

1. 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, according to the building call-off procedure (no later than 6:00 a.m.).
2. Late Arrival Procedure. In the event an employee is unable to report to work on time, he/she shall make every effort to inform his/her immediate supervisor and to indicate an approximate time by which he/she will report to work.

Section 20.3. Disciplinary Action. Attendance related violations may be subject to the Discipline Procedure as outlined in Article XXI – Discipline Procedure, Section 21.1 of this Agreement.

Section 20.4. 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 absence to the Superintendent and or their designee at a meeting set by the Superintendent and or their designee.

Section 20.5. Attendance Incentive.

1. Recognizing the importance of educational assistants being in school performing their employment duties, a bargaining unit member who is absent for one (1) day or less through the first (1<sup>st</sup>) semester of the agreement year shall receive a four hundred dollar (\$400.00) incentive payment over and above the employees normal wage rate with payment being made no later than the second (2<sup>nd</sup>) pay date in February. Similarly, each bargaining unit member who is absent one (1) day or less during the second (2<sup>nd</sup>) semester through the end of academic year shall receive a four hundred dollar (\$400.00) incentive payment above the employee's normal salary amount no later than the second (2<sup>nd</sup>) pay date in June. Additionally, each bargaining unit member who has been absent two (2) days or less during the entire academic/agreement year, one hundred and eighty-four (184) days, shall receive a four hundred dollar (\$400.00) incentive payment over the employees usual salary amount no later than the second (2<sup>nd</sup>) pay date in June of the agreement year.

2. All absences of any nature whatsoever and including all leaves of absences recognized in this Collective Bargaining Agreement shall be counted for purposes of this attendance incentive except; absences will not include days donated to the Sick Leave Bank nor to approved School Business Leave nor one (1) day of Jury Duty or Union leave for the conduct of Union/School related business nor to employee absence observing a religious holiday pursuant to and in accordance with Board Policy. Days encompassed for attendance purposes under this incentive plan shall commence on the first (1<sup>st</sup>) report day of the academic year to final report day of the academic year, consisting of a total of one hundred and eighty-four (184) employment days. The payment shall be subject to all applicable tax and other withholding requirements normally applicable to bargaining unit members.
3. The Operating Engineers and the Board agree to revisit this Attendance Incentive program after the first (1<sup>st</sup>) year of this Agreement to determine if this program will continue into the second (2<sup>nd</sup>) and third (3<sup>rd</sup>) year of this Agreement.

## ARTICLE XXI DISCIPLINE PROCEDURE

Section 21.1. Discipline will be administered in successive steps. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of conduct. Disciplinary action taken against non-probationary employees, shall be for just cause and shall include:

1. Verbal Warning with documentation to Human Resources;
2. Written reprimand;
3. Suspension without pay for two to five (2-5) days;
4. Suspension without pay for six to thirty (6-30) days (only the Superintendent shall have the right to suspend an employee); and
5. Discharge from employment (only the Board shall have the authority to discharge an employee)

Management retains the right to skip steps if warranted by the severity of the infraction. Infractions will not be considered in prescribing disciplinary action if the infraction(s) are thirty-six (36) months or older in time.

## ARTICLE XXII WORKING HOURS

Section 22.1. The normal workweek and work year shall be established by the Board and shall not be less than the number of student contact days. The Board reserves the right to establish a workweek other than Monday through Friday, with five (5) days prior notice.

Section 22.2. Each employee who works in excess of forty (40) hours in a calendar week shall be entitled to overtime pay. Overtime pay shall be calculated at a rate of one and one-half times (1 ½x) such employee's regular rate of pay for those hours in excess of forty (40) hours worked. Overtime is to be approved in advance by the immediate supervisor and the Superintendent or designee.

Section 22.3. Each employee shall work a seven (7), seven and a half (7.5) or eight (8) hour day at the discretion of the Administration. Each employee's initial workday will be determined at the beginning of the school year, may be modified with five (5) days prior notice, if mutually agreed upon, or modified at the end of the nine week grading period at the discretion of the Superintendent with five days prior notice. In addition, each employee shall be entitled to an unpaid one half (½) hour duty free lunch.

Section 22.4. The bargaining unit member's contract shall be for no less than the total number of student contact days and up to one hundred and ninety-four (194) days, including ten (10) holidays.

Section 22.5. On the first (1<sup>st</sup>) day of the school year the Operating Engineers will conduct a meeting with all educational assistants employed by the Board not to exceed one (1) hour, and at the discretion of the Administration as to the time of the meeting. The meeting can take place at the same time as the WEA Meeting.

### ARTICLE XXIII HOLIDAYS

Section 23.1. Employees covered by Salary Table I who are employed on a school year basis or forty to forty-two (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 workdays 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  
Christmas Day  
New Year's Day  
Martin Luther King Day  
Presidents' Day  
Good Friday  
Monday following Easter  
Memorial Day  
Independence Day\*

\*Payment for this holiday applies only to aides who work during the summer months provided each such employee accrued earnings on his/her next preceding and his/her next following scheduled workdays before and after such holiday or was properly excused from attendance at work on either or both of those days.

Section 23.2. A compensatory day will be given in accordance with the District calendar when a holiday falls on Saturday or Sunday.

### ARTICLE XXIV PARENTAL LEAVE

Section 24.1. Definition. Parental leave is absence from work, without pay, leave accrual, or Board paid benefits, by an employee who is pregnant, adopting a child, or is to become a parent by reason of pregnancy of their spouse.

In the case where both parents are employees of the Board, only one (1) may be on parental leave.

Section 24.2. Notification of Pregnancy. In the event that an employee becomes pregnant and requires 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 not later than at the end of the fifth (5<sup>th</sup>) month as designated by a certificate of the attending physician. This notification shall be in writing and shall include the following:

- (a) A medical certificate signed by the employee's physician indicating the anticipated birth date of the baby; and
- (b) The medical certificate shall indicate the approximate date the employee seeks to begin parental leave and the anticipated length of the leave.

Section 24.3. Emergency and Unusual Situations. In emergency or unusual situations prior written notification shall be waived by the Superintendent.

Section 24.4. Term of Parental Leave. All parental leaves shall cover the period not covered by sick leave in Article XXVI – Sick Leave, Section 26.4 of this Agreement. The total amount of leave granted, upon release of the doctor, shall be up to one (1) year. Each employee shall notify the Superintendent or his/her designee whether she intends to return to employment at the expiration of her leave no later than thirty (30) calendar days prior to its expiration.

Section 24.5. 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 or adoption of a 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) calendar 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, unless the position has been eliminated during the leave, in which case the employee's status will be governed by the reduction in force procedure.

Section 24.6. Use of Sick Leave for Pregnancy Purposes. An employee shall be permitted to use accumulated unused sick leave days for absence due to pregnancy. Where an employee is absent due to pregnancy, but has used all accumulated sick leave, she shall be given a medical leave of absence for not more than one (1) full year. Such 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 24.7. 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 24.8. Insurance Coverage While On Parental Leave and Not On FMLA Leave. 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 full 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 XXV MEDICAL LEAVE

Section 25.1. Upon the written request of an employee, the Board shall grant a leave of absence without pay, leave accrual, or Board paid 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 shall indicate the nature of the illness and must recommend that the employee be relieved of his/her duties.

The request for leave shall be granted for the remainder of the semester or the remainder of the school year, or for an entire school year, with the possibility of a renewal of the leave, upon written request, according to the provisions of Section 3319.13 of the Ohio Revised Code. An earlier termination of this leave, if requested in writing

by the employee, shall be at the discretion of the superintendent and in accordance with the needs and interest of the schools.

Between thirty (30) and sixty (60) days before the end of an approved medical leave, the employee must request, in writing, the reinstatement of said employee to the staff. If an employee fails to comply with this requirement 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 employment.

Section 25.2. 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 full 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 XXVI SICK LEAVE

Section 26.1. Annual Allowance. Bargaining unit employees shall be granted sick leave accumulation on the following basis: one and one-fourth (1 ¼) days for each completed month for a maximum of fifteen (15) days for each completed year of service.

Section 26.2. Manner of Calculation. Any sick leave earned and unused in prior employment with another Ohio public school district or other agency of the state of Ohio 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. Employees working less than a seven and half (7 ½) hour day who transfer to a position of increased hours per day shall convert their accumulated and unused sick leave on a proportionate basis based on regularly scheduled hours in determining their accumulated sick leave in their new position.

Section 26.3. Accumulated Sick Leave. The maximum number of sick leave days accumulated shall be unlimited.

Section 26.4. 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. Immediate family shall be defined as an individual's spouse, child, parent, brother, sister, grandparent, grandchild, in-law, aunt, uncle, cousin, spouse's relative, or persons residing in the same household. Sick days must be taken in either one-half (1/2) day (am or pm) or full day increments. One-quarter day increments can also be taken at the start or end of the work day.

Section 26.5. Sick Leave Return Requirements. Bargaining unit employees who have been absent for four (4) consecutive working days due to sick leave usage defined above, must, before they return to work, present a certificate from a licensed physician stating the nature of the illness. If usage was due to the employee's illness, the physician's certificate must state that they are physically able to resume their assigned duties.

The employee shall submit an AESOP Absence Request Statement to justify the use of sick leave.

Falsification of either the physician's certificate or the AESOP Absence Request Statement is grounds for suspension or termination of employment.

Section 26.6. Advancement of Sick Leave. A bargaining unit employee who has exhausted all sick leave days may be advanced a one time (1x) additional five (5) days per school year upon request to the Office of Human Resources. Upon return, days shall be repaid at the rate of one and one-fourth (1 ¼) days per month. In the event the employee does not return to work, the cost of the days shall be repaid to the Board or deducted from the employee's final pay.

## ARTICLE XXVII PERSONAL LEAVE

Section 27.1. Employees shall be entitled to three (3) personal days each school year, non-cumulative, with pay except as defined in Section 27.2 of this article to be taken at any time for any reason. Personal days must be taken in either one-half (1/2) day (am or pm) or full day increments. Request for approval for such leave with pay, shall be made in writing to the Superintendent and/or designee for approval at least two (2) workdays prior to the intended absence except in extreme emergency.

Section 27.2. No personal leave days may be taken on the day before or the day after a holiday, vacation period, NEOEA Day, or the beginning or ending of a school year or term. If any vacation break (i.e., Thanksgiving Break, Presidents Day Break, etc.) is extended by a parent-teacher conference compensation day ("comp day"), the prohibition on personal days extends to the day preceding or following the comp day. Exceptions to this provision may be granted by the Superintendent on a case by case basis.

Section 27.3. Personal leave days not utilized will be reimbursed no later than the first (1<sup>st</sup>) payday in August of the succeeding school year at the per diem rate of the employee or they may, upon request, be converted to sick leave.

Section 27.4. An employee who begins employment after July 1 and who, as a result of such employment date, work for fewer months than a full work compliment for their position, shall have personal leave days, restricted and non-restricted, pro-rated 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.

Section 27.5. An employee who resigns or retires from their position shall have their personal leave days pro-rated based on the percentage of the work year for that position worked July 1 through June 30 of the year of employment, rounded to the nearest one-fourth (1/4) day. An employee who resigns or retires who has utilized personal days in excess of the pro-rated amount earned, or has unused personal days, shall have their final pay adjusted accordingly.

Section 27.6. An employee shall be responsible for knowing the number of personal leave days requested each year. An employee who is mistakenly granted and mistakenly takes personal day time in excess of allotted days will be docked pay for the time in question.

## ARTICLE XXVIII LEAVE OF ABSENCE UNDER FAMILY MEDICAL LEAVE ACT (FMLA)

Section 28.1. Entitlement. An eligible employee shall be entitled to request a total of twelve (12) workweeks of leave during any twelve (12) month period for one (1) or more of the following reasons: (1) the birth of a son or

daughter and in order to care for such son or daughter; (2) the placement of a son or daughter with the employee for adoption or foster care; (3) to care for the employee's spouse, son, daughter, or parent who has a serious health condition; or (4) because of the employee's own serious health condition that renders the employee unable to perform the functions of the job. Where spouses are both employed by the same employer, the aggregate number of workweeks to which both may be entitled may be limited to twelve (12) during any twelve (12) 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; or (4) 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 28.2. Designation of Leave. An employee who is eligible for FMLA Leave must use all available sick leave which would be taken concurrently with the FMLA Leave.

Section 28.3. 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 benefits do not accrue during the period of leave. The employer can require an employee to report periodically on his status and intention to return to work.

Section 28.4. Construction. Any ambiguities in this article shall be construed to provide the basis coverage required by the FMLA. All terms which are not defined in this article shall have the same meaning as those terms defined in the FMLA.

Section 28.5. Changes to the FMLA shall be followed when and as mandated by amendments to the federal statute and the implementing regulations.

Section 28.6. Nothing in this article shall serve to diminish rights granted to employees by virtue of other articles of this Agreement.

#### ARTICLE XXIX ASSAULT LEAVE

Section 29.1. The Board shall grant a paid assault leave not to exceed thirty (30) 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 assault. The Board has the option at any time to require the employee to get a second (2<sup>nd</sup>) verification from a physician selected by the Board that a disability condition exists due to the employment-related assault. If this second (2<sup>nd</sup>) verification differs from the employee's physician, Ohio Bureau of Workers Compensation laws will apply.

Section 29.2. A bargaining unit employee who has been determined to have been assaulted and takes time off to visit a doctor or hospital shall have that time charged to assault leave.

#### 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 workday shall immediately report to their assignment for the remainder of their scheduled workday.

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 Board.

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 shall be required to complete a sixty (60) calendar days probationary period. Following successful completion of the probationary period, probationary employees may become members of the Operating Engineers pursuant to Article II-Union Security and Dues Check-Off, of this Agreement.

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

Section 31.3. Probationary employees shall receive all salary and medical benefits under Article XXXV – Insurance Benefits, and Article XXXVI - Wages, of this Agreement. An employee whose effective date of employment is the first (1<sup>st</sup>) through the fifth (5<sup>th</sup>) day of the month shall have their insurance benefits made effective the first (1<sup>st</sup>) of that month. If the effective date is the sixth (6<sup>th</sup>) day through the end of the month, their insurance benefits shall be effective the first (1<sup>st</sup>) day of the next month.

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

Section 31.5. Seniority shall be defined as length of continuous service from the date of successful completion of the probationary period as defined in Article XXXI – Probationary Period/Seniority, Section 31.1 of this Agreement. Board approved leaves of absence shall not constitute an interruption of continuous service.

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

1. The date on which the employee submitted a completed job application for a position in this unit, and then by;
2. Flip of a coin.

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

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

Section 31.8. The Superintendent or designee shall provide the Chief Steward of the Union an updated seniority list for each job classification by January 15 each year. Each educational assistant will be notified the list is available and must be examined for accuracy. An educational assistant who believes his/her seniority is inaccurate must present the matter to the Office of Human Resources by January 30<sup>th</sup>. The Human Resources Department shall meet with the Chief Steward by February 10 to discuss any challenges, and a final seniority list shall be made available and provided to the Chief Steward by February 20. Any challenges to the final list must be filed as a grievance within the grievance guidelines based upon the date the final seniority list is provided to the Chief Steward. The final list shall be used for any layoffs for the ensuing year.

Section 31.9. It is the responsibility of all bargaining unit employees to provide documentation of ESEA compliance regardless of their current position. It is this documentation that determines your position on the above mentioned seniority list.

## ARTICLE XXXII JOB ASSIGNMENTS

Section 32.1. Needs and Qualifications. The assignments and transfers of educational assistant shall be made in accordance with the needs of the school district, ESEA requirements and programs as determined by the Superintendent and/or designee. All such assignments or transfers are conditioned, upon proper state certification and, if applicable, meeting the ESEA requirements. There will be a thirty (30) working day probationary period when transferring from one program to another or transferring within a program.

Section 32.2. ESEA Requirement. All Educational Assistants in the District must submit qualifications to the Board, under ESEA no later than July 1, in order to retain the position currently held.

Section 32.3. Bidding Within Program. When the employer determines that a job vacancy exists within the bargaining unit, a notice of the vacancy shall be posted for eligible bargaining unit employees. The notice shall state the job classification, requirements and location. Any eligible non-probationary bargaining unit member may apply in writing to the Human Resources Department within ten (10) days of the posting.

The employer may fill the vacancy from the pool of applicants, and the selection, if filled, will be on the basis of qualification, skill and ability as determined solely by the employer. In the event that employee qualifications, skill and ability are determined equal by the employer, seniority shall govern. If no qualified applicant exists in the bargaining unit, the employer may fill the vacancy from outside the bargaining unit.

Section 32.4. Transfers Within Programs. The final right of assignment of educational assistants shall remain at the discretion of the Superintendent or designee. Assistants may be transferred within a program based upon the needs of the individual program and school district.

Section 32.5. Any Educational Assistant employed and desires a change of assignment in which a vacancy exists may make an application for the vacancy between June 1 and August 1. Appointment among competing applicants may be made providing they meet ESEA qualifications (para-professional, associate degree or forty-eight (48) semester hours, and bachelor's degree or equivalent). The Educational Assistant so assigned shall be on probation in the new position for thirty (30) days.

Section 32.6. Non-vacancies. The administration reserves the right not to fill any vacancy or to place a substitute in any unfilled vacancy when such vacancy occurs. Vacancies resulting from any leave of absence or any transferee's probationary-period may be protected by the administration either by remaining unfilled or by placement of a substitute.

## ARTICLE XXXIII

## LAYOFF AND RECALL PROCEDURES

Section 33.1. In the event of layoff of educational assistants, seniority and compliance to the job classification requirements shall be the criteria to determine which contract is suspended. Educational assistants who meet the requirements both of the educational assistant classifications (educational attendants and instructional aides) shall be placed on both seniority lists. The seniority list used for the purpose of implementing the layoff procedure shall be the February 20 seniority list as described in Article XXXI – Probationary Period/Seniority, Section 31.8, of this Agreement.

Section 33.2. Recall List. A laid off employee shall be on the recall list for two (2) years from date of layoff. An employee, to be in line for recall, must keep on file with the Board of Education his/her current address and telephone number, maintain proper certification and, if applicable, immediately provide the Human Resources Department with the proper documentation that one of the requirements for ESEA has been met. Employees on layoff will be recalled as outlined in Section 33.3 below. If an employee cannot be reached at the address or telephone number on file, a Certified letter will be sent. If no response is received within five (5) working days, he/she will be considered to have resigned.

Section 33.3. Recall Procedures. Educational assistants on the recall list shall be offered re-employment to positions for which they meet the job classification requirements in the order of seniority at the time of contract suspension. An educational assistant reinstated after having their contract suspended shall have their seniority restored for the period during which they are on the recall list.

Section 33.4. The Board agrees to provide the Chief Steward of the Union, in writing, with the name, address, and phone number of each employee who has been recalled from layoff.

Section 33.5. A recalled employee whose effective date of reinstatement is the first (1<sup>st</sup>) through the fifth (5<sup>th</sup>) day of the month shall have their insurance benefits made effective the first (1<sup>st</sup>) of that month. If the effective date is the sixth (6<sup>th</sup>) day through the end of the month, their insurance benefits shall be effective the first (1<sup>st</sup>) day of the next month.

## ARTICLE XXXIV SEVERANCE PAY

Section 34.1. An employee, with ten (10) or more years of service in the District, who elects to retire from active service shall receive, in one (1) lump sum, one-fourth (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. Payment will be made upon written evidence of approval of retirement eligibility from the School Employees Retirement System. Severance pay shall then be paid no later than six (6) months after the last date of employment or payment may be delayed, at the employee's option, until the first (1<sup>st</sup>) 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 (1x) 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 would become due and payable to the estate of the deceased. Such severance shall be calculated in the same manner as severance is calculated for retirees. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accumulated by the employee. Such payment shall be made only once (1x) to the estate of the deceased.

## ARTICLE XXXV

## INSURANCE BENEFITS

As used in this article, "full-time employee" means an employee who is regularly scheduled to work thirty-five (35) or more hours per week.

An eligible employee whose effective date of employment or reemployment is the first (1<sup>st</sup>) through the fifth (5<sup>th</sup>) day of the month shall have their insurance benefits made effective the first (1<sup>st</sup>) of the month. If the effective date is the sixth (6<sup>th</sup>) through the end of the month, the employee's insurance benefits shall be effective the first (1<sup>st</sup>) day of the next month.

### Section 35.1. Comprehensive Medical Insurance.

#### a. Employee Cost Sharing:

1. All employees eligible (exclusive of the spouse of another employee of the District who is affected by this provision and as described in Section 35.1 2. a. shall pay eleven (11) percent effective July 1, 2021, twelve (12) percent effective July 1, 2022, and thirteen (13) percent effective July 1, 2023, of the premium cost of healthcare. Said payment shall occur through payroll deduction and shall be calculated on twenty-four (24) 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 healthcare 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 healthcare deducted from his/her paychecks; in the event one (1) 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 paychecks.

#### 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 35.2. 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 and dismemberment benefits.

Section 35.3. A committee consisting of representatives from the various unions representing District employees shall be established by the Superintendent. The Operating Engineers, shall be represented on such committee by one (1) representative selected by the Operating Engineers. The purpose of this committee shall be to address the quality and cost of health insurance for all enrollees of any District health insurance plan. The duties of the committee shall be to review and analyze all pertinent healthcare and health insurance information germane to the stated purpose of the committee and make recommendations regarding health insurance and healthcare systems for the District.

Section 35.4. Spousal Coverage. When an employee's spouse is eligible for and enrolled in a health insurance plan with his/her employer or with a public retirement system, that plan will be considered primary coverage for the spouse. Should the non-district employee spouse elect not to obtain/participate in such coverage, the District employee shall pay an additional three hundred and twenty-five dollars (\$325.00) per month for family health coverage, in addition to any other contributions otherwise due. If the spouse elects to join his/her employer's coverage including any available prescription drug coverage, that coverage would be primary and the three hundred and twenty-five dollars (\$325.00) additional payment is not required. It is understood that the three hundred and twenty-five dollars (\$325.00) per month payment is pre-tax.

In order to put this provision into effect, the Board and the Operating Engineers will develop a form for each employee to certify information as to the spouse's eligibility for coverage.

Section 35.5. 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 thereunder, 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 Board. The waiver shall have an effective date of the next following first (1<sup>st</sup>) day of the month. (Health insurance is defined as any Board provided insurance except life insurance.)
- C. Any bargaining unit member who elects to withdraw from the insurance program as provided above shall be paid one hundred and twenty five dollars (\$125.00) per full month (\$1500.00 a year). Any bargaining unit member who elects to receive dental and vision coverage only shall be paid sixty two dollars and fifty cents (\$62.50) per full month (\$750.00 a year), or an appropriate proration for part-time employees based upon the Board payment of their benefit costs.
- D. Any bargaining unit member who voluntarily waives participation in the health insurance program shall be entitled to return to coverage under this Agreement during the annual open enrollment period, or at 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 succeeding first (1<sup>st</sup>) day of the month.

Section 35.6. Flexible Spending Accounts. Effective January 1, 2011 all members of the bargaining unit shall have the option to participate in Flexible Spending Account (FSA). Options available to employees are:

- (1) Health Care Account with an annual maximum contribution amount of the lesser of two thousand seven hundred fifty dollars (\$2,750.00) or the maximum amount as determined by IRS regulations.
- (2) Dependent 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 filing a joint IRS return, or two thousand 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 XXXVI WAGES

Section 36.1. Effective July 1, 2021, a fifty cent (\$.50) increase over the existing salary on the Operating Engineers Salary Schedule.

Section 36.2. Effective July 1, 2022, a fifty cent (\$.50) increase over the existing salary on the Operating Engineers Salary Schedule.

Section 36.3. Effective July 1, 2023, a fifty cent (\$.50) increase over the existing salary on the Operating Engineers Salary Schedule.

Section 36.4. Increment adjustments shall be made on an annual basis. Adjustments shall be made beginning with the first (1<sup>st</sup>) full payroll period following July 1 of each year.

Section 36.5. Each employee who has completed five (5) full years or more of full-time service shall receive a longevity payment in December of each year. Such payment shall be computed annually in July of each year by multiplying by two dollars and eighty-five cents (\$2.85) times the number of months of service from initial provisional appointment through the June immediately preceding the computation. Employees with twenty (20) to twenty-four (24) years of service shall receive a payment of eight hundred fifty dollars (\$850.00) under this section. Employees with twenty-five (25) or more years of service will receive one thousand one hundred twenty five dollars (\$1,125.00) under this section. No employee shall receive a payment of more than one thousand one hundred twenty five dollars (\$1,125.00) under this section.

Payment to an employee who leaves employment for any reason, other than discharge for just cause, in which case there will be no payment, shall be pro-rated on the basis of the number of months of service to the employee's date of termination and shall be made in December.

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 and fulfill at least sixty-six percent (66%) of their work schedule for the credited year (inclusive of paid sick leave and/or paid vacation). For purposes of this section, "month of service" means any month in which an employee actually worked fourteen (14) days or more.

Employees who are on approved leaves of absence and/or workers' compensation, excluding paid sick leave, shall not be eligible for longevity payment unless they fulfill at least sixty-six percent (66%) of their work schedule for the credited year (inclusive of paid sick leave and/or paid vacation). The longevity payment shall not be paid until they resume employment on a full-time basis.

Section 36.6. Employees in the bargaining unit employed on a regular work schedule shall receive their salary in twenty-six (26) equal pays.

Section 36.7. Periodically Educational Assistants may be needed to temporarily supervise students in the absence of a classroom teacher. In these instances they will be paid time and one half (1 ½ x) of their regular hourly rate for all continuous time in excess of forty-five (45) minutes that the classroom teacher is absent for any reason including testing or IEP Conferences. This is computed daily not in the aggregate. Payment will be in fifteen (15) minute intervals.

Section 36.8. A program of direct deposit of payroll checks to Board of Education authorized banks is mandatory for all bargaining unit members. Any current bargaining unit 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. A newly hired bargaining unit member's request for direct payroll deposit shall be submitted on proper forms, submitted at least seven (7) calendar days prior to their first (1<sup>st</sup>) pay date. Any changes to the banking establishment receiving the deposits approved herein shall also be in writing and presented at least seven (7) calendar days prior to the applicable change date. All funds will be timely deposited so as to have accessibility to the funds on the pay date.

Section 36.9. Years of Service Placement: At the expiration of this Agreement and with the adoption of the successor agreement, the Years of Service (steps) will pick-up from where they were frozen on June 30, 2011. Therefore, bargaining unit members will not be advanced for the Years of Service (steps) they complete during the term of this Agreement.

Section 36.10 Para Pro Test Supplement twenty-seven cents (\$.27)  
Associate Degree Supplement fifty cents (\$.50)  
BA Supplement eighty cents (\$.80)  
Pre School or SSC Lead eight hundred dollars (\$800.00) yearly

#### ARTICLE XXXVII TUITION REIMBURSEMENT

Section 37.1. Subject to the limitations stated in Section 37.2 of this article below, the Board shall reimbursement employees for the costs of courses taken from an approved provider directly related to her/his employment or possible future employment with the Board.

Section 37.2. 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 Education 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:

- a. Obtain written approval from her/his supervisor and the Superintendent prior to taking a course directly related to her/his employment or possible future employment with the Board;
- b. Present evidence of satisfactory completion of the course; and
- c. Present satisfactory documentation of all costs for which reimbursement is sought.

Section 37.3. Tuition Reimbursement Request Form must be completed and submitted to Employee Benefits no later than the close of on day June 1. Classes that are completed after June 1 but ending before June 30 and classes starting after June 1 but ending before June 30 must meet the June 1 submission deadline. 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 any time after June 1 but no later than September 30. Tuition reimbursement shall be forfeited if back-up documentation is not received by September 30.

Section 37.4. Payment shall be approved at the first (1<sup>st</sup>) regular Board meeting after the compliance with the eligibility requirement or payment as defined in Section 37.2 of this article has been met.

Section 37.5. The Board will pay the permit fee (does not include the cost of courses, training, transportation, etc.) for Educational Assistant Permit renewals.

#### ARTICLE XXXVIII ESEA INSERVICE/TRAINING/ASSESSMENT

Section 38.1. The Board shall provide the necessary materials (i.e. Parapro Assessment Study Guide) to assist educational assistants for Parapro Assessment preparation.

Section 38.2. The Board shall pay for the cost of taking the Parapro Assessment. After successful completion of the Parapro Assessment and upon submission of results to the Human Resources Department, the employee shall be reimbursed the cost of the Assessment (not including other fees, parking, mileage, supplies, books, etc.).

## ARTICLE XXXIX WORKERS' COMPENSATION/RETURN TO WORK

Section 39.1. 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 to the immediate supervisor by the next workday. In the event that the injured employee is unable to file an Employee Accident Report, the chief Steward shall have the report completed and return to the immediate supervisor by the next day.

Section 39.2. An injured employee who is off work must be on a leave, and may apply for any leave he/she qualifies for under Articles XXIV – Parental Leave, XXV – Medical Leave, XXVI – Sick Leave, XXVII – Personal Leave, XXVIII – Leave of Absence Under Family Medical Leave Act (FMLA) and XXIV – Assault Leave, of this Agreement.

Section 39.3. Return to Work Program:

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

3. A temporary light duty assignment does not constitute a vacancy or regular position being created and does not give the employee seniority therein. The employee's regular seniority will be maintained as in Article XXXI-Probationary Period/Seniority.
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 Workers' Compensation statutes or rules and regulations.
5. Nothing in this section requires the Board to offer nor to continue transitional work or temporary light duty to any employee. Nothing in this section is grievable under Article XXXII-Job Assignments. Any disputes will be resolved through the statutory procedures under ORC Chapters 4121 and 4123 and the applicable rules and regulations.

## ARTICLE XL DRUG AND ALCOHOL PROGRAM

Section 40.1. Purpose. Employees are the Board's most valuable resource, and for that reason their safety and health is of paramount concern. The Board 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 (1) 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 40.2. Employee Responsibilities. Under this program, employees are responsible for the following actions:

1. Avoiding the use of, and any involvement with, illegal drugs;
2. Avoiding the use of alcohol while 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;
3. Using medication or prescription drugs only in accordance with prescription drugs only in accordance with prescriptions and physician's directives and providing notice to supervisors of such use in accordance with Section 40.3 of this article;
4. Abiding by the terms of this program; and
5. If convicted of violating a criminal drug statute based on actions involving illegal drugs that occur in the workplace, notifying the Office of Human Resources within five (5) calendar days of the conviction.

Section 40.3. Prohibitions:

1. Illegal Drugs

The manufacture, use, sale, trafficking, purchase, transfer, distribution, dispensing or possession of any illegal drug by an 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).

2. 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.

3. Medications

In certain situations, an employee's use of medication can pose a risk to the safety of the employee or to others. If an employee's use of any medication could adversely affect the safety of the employee, co-workers, students or members of the public; the employee's job performance; or safe or efficient District operation, then the employee must provide his/her supervisor with a physician's notice that specifies any on-duty-related limitations resulting from use of the medication. Failure to provide such notice of work limitation will subject the employee to disciplinary action, up to and including termination of employment.

Section 40.4. 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 prohibition in Section 40.3 of this article.

If you seek assistance for a problem with drugs or alcohol, contact Human Resources Department 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 Human Resources Department if you have any questions about employee assistance for a drug or alcohol problem.

Section 40.5. Drug and Alcohol Testing:

1. The following provisions are being established to ensure and maintain that the District is a drug-free workplace; the District prohibits the unlawful manufacture, possession, use, distribution, or dispensing of alcohol or other drug paraphernalia by any member of the District's staff at any time while on District property, during work hours, or while involved in any District-related activity or event. This includes being under the influence of alcohol and/or drugs. Any staff member who engages in prohibited conduct under the DFWP Policy shall be subject to disciplinary action in accordance with District guidelines and, when applicable, the terms 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:
  - a. Provide for the supervisor trained in the detection of alcohol and drug use, to order a drug screen and/or alcohol breathalyzer test(s) immediately when there is reasonable suspicion that an employee has been using drugs or alcohol.
  - b. 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.
  - c. 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.

2. Drug or Alcohol Testing Resulting From Reasonable Suspicion.

a. Drug Screening:

1. 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 shall include any on the job injury requiring medical treatment.
2. 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.

b. Alcohol Breathalyzer Test

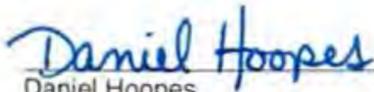
ARTICLE XLI  
DRESS CODE

Section 41.1. Annually by September 15<sup>th</sup> either the Chief Steward of the Operating Engineers or the Superintendent may request to meet to review and make recommendations for establishing a dress code. The committee shall be comprised of two (2) Operating Engineers representatives appointed by the Chief Steward and two (2) Board representatives appointed by the Superintendent and/or designee. The committee will make recommendations on a dress code. While the committee shall make recommendations on the dress code, final authority for establishing a dress code remains with the Superintendent. The work of this committee shall be completed no later than November 15<sup>th</sup>.

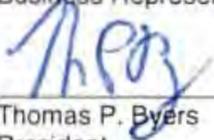
ARTICLE XLI  
DURATION OF AGREEMENT

Section 42.1. This Agreement shall become effective at 12:01 a.m. on June 30, 2021, and shall continue in full force and effect until 11:59 p.m. on June 29, 2024.

INTERNATIONAL UNION OF  
OPERATING ENGINEERS,  
LOCAL 18-S



Daniel Hoopes  
Business Representative



Thomas P. Byers  
President



Michael R. Bertolone  
Business Manager



Michele Douglas  
Interim Chief Steward

WARREN CITY SCHOOL DISTRICT  
BOARD OF EDUCATION



Patricia M. Limperos  
President



Karen Sciortino  
Treasurer



Steve Chiaro  
Superintendent/CEO