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Collective Bargaining Agreements

Between

Youngstown Board of Education
and
International Union of Painters & Allied Trades
Local #476

Youngstown Board of Education
and
The United Association of Journeyman and
Apprentices of the Plumbing and Pipe Fitting Industry
Local #396

Youngstown Board of Education
and
International Brotherhood of Electrical Workers
Local #64

Youngstown Board of Education
and
Plasterers and Finishers
Local #179

Youngstown Board of Education
and
The Indiana/Kentucky/Ohio Regional
Council of Carpenters
Local #171

July 1, 2022
through June
30, 2025

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Common Terms and Conditions of Agreements Between
and Applicable to:

YOUNGSTOWN BOARD OF EDUCATION
and
INTERNATIONAL UNION OF PAINTERS & ALLIED TRADES
LOCAL #476

YOUNGSTOWN BOARD OF EDUCATION
and
THE UNITED ASSOCIATION OF JOURNEYMEN AND
APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY
LOCAL #396

YOUNGSTOWN BOARD OF EDUCATION
and
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL #64

YOUNGSTOWN BOARD OF EDUCATION
and
PLASTERERS AND FINISHERS
LOCAL #179

YOUNGSTOWN BOARD OF EDUCATION
and
THE INDIANA/KENTUCKY/OHIO REGIONAL
COUNCIL OF CARPENTERS
LOCAL #171

July 1, 2022
through June
30, 2025

SECTION A: COMMON SECTION

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SECTION A: COMMON SECTION

ARTICLE I PREAMBLE

This contract booklet contains five (5) separate Agreements formulated respectively between the Board of Education of the Youngstown City School District, hereinafter referred to as the “Board”, and International Union of Painters & Allied Trades, Local #476 (Painters), The United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry Local #87 (Plumbers), International Brotherhood of Electrical Workers Local #64 (Electricians), Plasterers and Finishers Union Local #179 (Plasterers), and The Indiana/Kentucky/Ohio Regional Council of Carpenters #171 (Carpenters), hereinafter referred to respectively as the “Union”, having as their purpose the promotion of harmonious relations between the employer and its employees, and to set forth herein the basic policy of the employer covering wages, hours and conditions of employment to be observed by those affected.

ARTICLE II COLLECTIVE BARGAINING LAW

II.1 These Agreements are entered into pursuant to Chapter 4117 of the Ohio Revised Code and they govern the wages, hours, and terms and conditions of public employment covered by the Agreements.

ARTICLE III GENDER

III.1 Where used in these Agreements, masculine and feminine pronouns refer to both sexes.

Appropriate Administrator

Where used in these Agreements, the terms Superintendent shall refer to Superintendent or his/her designee as administratively appropriate and applicable under the circumstance.

ARTICLE IV FORMAT OF AGREEMENTS

IV.1 The Board and the Unions agree to physically combine into one booklet all the terms and conditions covering wages, hours of work and other conditions of employment for said five (5) Unions. As visualized at this time, the book shall be comprised of six (6) sections, i.e., one (1) general section dealing with all the terms and conditions which are common to the employees in all five (5) bargaining units and five (5) specific sections describing separately the terms and conditions applying to the bargaining unit of the Electricians, the bargaining unit of the Plumbers, the bargaining unit of the Plasterers, the bargaining unit of the Painters, and the bargaining unit of the Carpenters. By physically joining five (5) contracts into one booklet with common provisions and specific provisions, there is no intent between and among the parties to eliminate the separate bargaining units or the separate representation- of the five (5) bargaining units as defined in their respective prior Agreements, such bargaining units to be preserved in the successor Agreements.

ARTICLE V SERS PICK-UP SALARY (REDUCTION/RESTATEMENT)

V.1 Principle

In accordance with Internal Revenue Service Rulings 77-462 and 81-35, the Union and the Board agree that effective with the first payroll made after adoption of this Agreement, the Board, shall pick-up each employee's mandatory contributions to the School Employees Retirement System of Ohio (SERS), provided that no employee's total salary is increased by such pick-up nor is the Board's total contribution to SERS increased thereby. The dollar amount to be "picked-up" by the Board;

- a. shall equal the then-current percentage amount of the employee's mandatory SERS contribution;
- b. shall be credited by SERS as employee contributions under authority of Ohio Attorney General Opinion 02-097;
- c. shall be included in computing final average salary;
- d. shall not be reported by the Board as subject to current federal and state income taxes;
- e. shall be reported by the Board as subject to City income taxes;
- f. shall not affect the calculations of an employee's rate of pay for any purpose whatsoever, including making salary adjustments because of absence, calculating severance pay, determining the amount of group life insurance coverage, or in reporting employee-authorized credit information to financial institutions.

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

V.2 Procedure

- a. For purposes of this Article; total annual salary and salary per pay period for each member shall be the salary otherwise payable under this Agreement, as amended. The total annual salary and salary per pay period for each member shall be payable by the Board in two parts: (1) deferred salary and (2) cash salary. A member's deferred salary shall be equal to that percentage of said member's total annual salary or salary per pay period which is required from time to time by the School Employees Retirement System (SERS) to be paid as an employee contribution by said member and shall be paid by the Board to SERS on behalf of said member as a "pick-up" of the SERS employee contribution otherwise payable by said member. A member's cash salary shall be equal to said members' total annual salary or salary per pay period less the amount of the pick-up for said member and shall be payable, subject to applicable payroll deductions, to paid member.

- b. The Board's total combined expenditures for members' total annual salaries otherwise payable under this Agreement, as amended, (including pick-up amounts) and its employer contributions to SERS shall not be greater than the amounts it would have paid for those items had this provision not been in effect. The Board shall compute and remit its employer contributions to SERS based upon total annual salary, including the "pick-up". The Board shall report for federal and Ohio income tax purposes as a member's gross income and member's total annual salary, less the amount of the pick-up. The Board shall report for municipal income tax purposes as a member's gross income and member's total annual salary, including the amount of the pick-up. The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authority.
- c. An addendum to each member's contract currently in effect shall be prepared and distributed which states (1) that the member's contract salary is being restated as consisting of (a) a cash salary component, and (b) a pick-up component, which is equal to the amount of the employee contribution to SERS being picked-up by the board on behalf of the member; (2) that the Board will contribute to SERS an amount equal to the member's required contributions to SERS for the account of such member; and (3) that life insurance, sick leave pay, and severance pay which are indexed to or otherwise determinable by reference to the employee's rate of pay shall be calculated upon both the cash salary component and the pick-up component of the member's restated salary,
- d. The pick-up shall apply to all payroll payments made after the adoption of this Agreement, as amended by the addition of this Article.

ARTICLE VI GRIEVANCE PROCEDURE AND COMPLAINTS

VI.1 Orderly grievance and complaint procedure will conform to the following step B: No grievance will be honored unless it is submitted by the complainant in writing on the adopted form to the first step of the grievance procedure within ten (10) working days of the occurrence which prompted the grievance, or within five (5) working days of the receipt of the oral decision by the supervisor, whichever is later.

A dispute, disagreement, or difference arising as a violation of the Agreement between any employee and the Administration may be handled initially by direct contact between the employee and his immediate supervisor within five (5) working days of the occurrence of said dispute, disagreement, or difference. The supervisor shall respond to the employee within five (5) working days. A record shall be made in written form. The supervisor and the employee shall receive a copy. If a settlement is not reached, in this manner with the immediate supervisor as defined in Section 4 of this Article, and if the dispute, disagreement or difference concerns disciplinary action taken or interpretation or application of the Agreement or recognized work rules, the employee may within five (5) working, days of receipt of the decision of the immediate supervisor proceed to Step 1 of the Grievance Procedure.

STEP 1:

The aggrieved employee shall present his grievance stating Article, Sections and Subsections violated in writing to his immediate supervisor. The immediate supervisor shall answer the grievance in writing within five (5) working days after receipt. If the immediate supervisor in Step 1 determines that he cannot render an administrative decision, he may immediately refer this grievance to Step 2 of the Grievance Procedure.

STEP 2:

If the grievance is not satisfactorily resolved in Step 1, the grievant shall present his grievance in writing to the Superintendent or his/her designee within five (5) working days of receipt of the decision of the immediate supervisor. The Superintendent or his/her designee shall investigate the grievance and shall reply to the grievant within seven (7) working days after receipt of the grievance.

STEP 3:

If the aggrieved employee is dissatisfied with the decision of the Superintendent or his/her designee, he may within ten (10) working days of the receipt of said decision, appeal in writing to the Superintendent or his/her designee to submit the decision to arbitration.

If the parties cannot agree upon an arbitrator within thirty (30) days after the notice of appeal is filed, either party may request the Federal Mediation and Conciliation Service to appoint an arbitrator.

The arbitrator shall, in-so-far as necessary to the determination of the grievance have the authority to interpret, apply, and determine compliance with the provision of the Agreement, but shall not have the authority to alter or amend such provisions. The arbitrator shall render a decision, which shall be final and binding to both parties. Expenses incurred as a result of the use of the Federal Mediation and Conciliation Service shall be borne equally by the Union and the Board of Education.

VI.2 Any employee in Step 2 or 3 of the Grievance Procedure shall have the privilege of being accompanied, represented, and advised by an attorney, or by an official of the appropriate employee organization of his own choosing.

VI.3 Whenever a grievance is advanced to Step THREE or beyond, and the hearing is held during working hours, then no more than two employees whose presence is required at the hearing may attend the hearing without loss of pay or accumulated leave. However, the union president may attend and not be counted, within the limit of two.

VI.4 The immediate supervisor referred to in Section 1 of this Article is the section chief under whom the employee is assigned by the Superintendent or his/her designee to perform his Service.

ARTICLE VII DISCIPLINARY ACTION

VII.1 Reprimands

Written reprimands may be given an employee for violation of any reasonable operational rule, gross negligence, refusal to carry out orders, willful absence from the job not provided for in Article XII, or otherwise hindering the proper performance of his job or that of others. Reprimands may be issued by the following person: Superintendent or his/her designee.

All reprimands must be in writing and clearly establish the reasons therefore and terms and provisions of the Agreement, or work rules violated by the employee should an employee work for a period of two (2) years from the date of the last reprimand without receiving a further reprimand, the earliest dated reprimand shall be removed from his file. For each succeeding two (2) year period, without further reprimand, the earliest dated reprimand, shall be removed from his file.

All reprimands will be given within fifteen (15) calendar days of the date upon which the supervisor discovers the violation, or within fifteen (15) calendar days of the date upon which the supervisor completes his investigation of the violation, whichever is later.

VII.2 Suspensions

A. The receipt of three (3) written reprimands shall result in an immediate hearing, which may result in suspension.

B. The occurrence of any of the following actions will be cause for an immediate suspension and shall become a permanent part of the employee's file: Incompetence, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty or any other act of similar nature. The employee's immediate supervisor may impose such a suspension after an informal pre-suspension conference among the supervisor, the employee and a union representative. Nothing contained herein shall alter the time within which a grievance must be filed pursuant to Article III.

VII.3 Termination

The Board of Education may terminate a classified employee's contract for incompetence, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty or willful and persistent violations of the rules and regulations of the Board of Education, or for other good and just cause.

Prior to termination by the Board of Education, the employee shall be afforded a hearing at which time the charges upon which the termination of employment are predicated shall be given to the employee in writing. The employee may be represented by the union or by counsel, and may present evidence on his behalf; if the union is representing the employee, then no outside representation shall be permitted, and if the employee is represented by an outside representative, then the union shall not be involved other than as an observer. Unless an emergency occurs, the Board shall provide twenty-four (24) hour notice to the union president of any proceedings to be attended by the employee and an outside representative. The Board of Education may establish reasonable rules regulating such hearings to which both parties shall be bound.

If after the hearing with the Board of Education, the employee's contract is terminated by official action, the employee shall have the right to process the matter to arbitration pursuant to Step 5 in Article III, Section 1, Grievances Procedure and Complaints.

ARTICLE VIII NO STRIKE PROVISION

VIII.1 During the term of the Agreement no lockout will be imposed, on members of the Union nor will there be any strike, stoppage, slowdown or other interruption of work, by members of the Union.

VIII.2 The above provisions will not apply to members of the craft union when a non-union dispute exists in any of the contracting crafts, which causes a work stoppage. Employees of our crafts will not be considered in violation of the above clause when they do not cross a line established by the building trades union, AFL-CIO. This will apply only at the site of the dispute and employees will continue work at all other buildings.

VIII.3 In the event a situation arises affecting life or property (emergency) at the site of the non-union dispute, consent to cross the lines will be issued to our employees by the craft representative(s).

ARTICLE IX HOURS OF WORK

IX.1 Except as hereinafter provided, the normal schedule of working hours shall be eight (8) hours, including a twenty (20) minute lunch period. The normal workweek shall start at 12:00 Monday and end at 12:00 midnight the next following Friday. The established workweek shall begin at 12:01 A.M. Monday and shall end at 12:01 A.M. the next following Monday.

IX.2 Any employee who is called out for an unscheduled emergency duty shall be paid for a minimum of three and one-half (3-1/2) hours. Effective upon the final ratification of this Agreement by all parties in 2010, an employee who is called out for an unscheduled emergency duty shall be paid for a minimum of three (3) hours and effective on February 1, 2011, such minimum shall be two and one-half (2.5) hours.

IX.3 Any changes in regular starting and quitting time will be discussed with the Union in advance. Emergency changes of a temporary nature may be made by the Administration.

IX.4 The schedule of working hours shall be eight (8) hours per day inclusive of a twenty (20) minute lunch period. The working hours for all crafts will be 7:00 a.m. to 3:00 p.m. inclusive of a twenty (20) minute lunch period or such other schedule as the parties may mutually agree to initiate on a trial basis. Any permanent change from the working hours shall be a subject of negotiations or addressed in a memo of understanding if a permanent change is agreed to prior to the expiration of this agreement.

IX.5 In the event the Superintendent of schools temporarily closes any of the public schools in case of an emergency, or whenever in his/her judgment it is a necessity to do so, those employees required to report for duty and who perform their duty shall be compensated with a day off during that particular contract year in addition to the regular pay for the day worked. However, the compensatory time off shall be granted on days when school is not in session.

Request for Paid Absence forms shall be utilized for this purpose. If compensatory time off exceeds ten (10) days, further discussion with the Unions shall be in order.

Those employees requested to report for duty, but are unable to do so, shall follow normal report-off procedures.

ARTICLE X OVERTIME

X.1 The regularly scheduled eight (8) hour day shall be paid at the regular straight time wage.

X.2 Overtime work shall only be performed and shall only be paid for when such overtime work is scheduled and authorized by the employer. Authorization for overtime work shall be given by the department head. The employee shall be notified of the scheduling of overtime work as soon as is practical and possible and all authorized hours worked outside of the regularly scheduled work day or work week shall be paid at the rate of time and one-half. An employee so notified shall report to work as assigned unless satisfactory cause is shown and excused by the department head.

X.3 In order to determine the hourly rate of a salaried employee for the purpose of establishing an hourly overtime rate, his established annual salary divided by 2080 hours shall establish his hourly rate.

X.4 Overtime will be equally distributed among the employees covered by this Agreement.

ARTICLE XI HOLIDAYS

XI.1 The following days will be recognized as official paid holidays:

- New Year's Day
- Martin Luther King Day
- Presidents Day *
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Day before Christmas
- Christmas Day
- New Year's Eve
- Juneteenth
- Workshop Day
(This day will coincide with N.E.O.E.A.)

* When the school calendar necessitates, either Monday, Thursday, or Easter Monday will be substituted for Presidents' Day.

Follow Revised Code 124.18 so that if any of the holidays listed above should fall on Sunday, the Monday immediately succeeding shall be observed as the holiday, and if any such holiday should fall on Saturday, the Friday immediately preceding shall be observed as the holiday. If, however, two holidays fall together on Sunday and Monday (such as Christmas Eve and Christmas Day, and New Year's Eve and New Year's Day), then the Friday immediately succeeding shall be observed as the holiday; but if such two holidays fall on Friday and Saturday, then the holiday which falls on Saturday shall be observed on the Monday immediately succeeding. But in no event shall such a holiday be observed, on a school day as determined by the Board-adopted school calendar.

XI.2 Employees shall be paid their regular straight time wage for the holidays specified in Section 1 above provided the employee worked or used a pre-approved vacation day or pre-approved personal day on the scheduled workdays immediately preceding and immediately following the holiday; the district may deny requests for vacation or personal leave that abut a holiday for staffing needs. Should it be necessary for an employee to be assigned to duty on one of the holidays, he shall be paid in addition to his straight time regular pay, time and one-half for the hours actually worked.

ARTICLE XII TEMPORARY ASSIGNMENT

XII.1 When an employee is temporarily assigned to perform the duties of a higher classification, he shall be paid the increment step of the employee he replaces or his own rate, whichever is higher. This provision applies to employees and positions covered by this Agreement only.

ARTICLE XIII JURY DUTY

XIII.1 An employee who is absent from duty for jury service shall be granted leave without loss of pay for jury service. The jury summons shall be submitted with the application for the leave. The employee shall submit to the treasurer a copy of the fee receipt to verify the days of attendance. This leave shall apply only to those days on which the juror actually attends Court.

ARTICLE XIV VACATIONS

XIV.1 Twelve (12) month employees become eligible for vacation with pay after completion of six (6) full months of continuous service within a contract year. Employees with six (6) months but less than one (1) year of continuous service earn one (1) vacation day, including Saturday, for each completed month of service.

XIV.2 VACATION WEEKS EARNED

- 1 year but less than 6 years - 2 weeks vacation
- 6 years but less than 12 years - 3 weeks vacation
- 12 years but less than 18 years - 4 weeks vacation
- 18 years and more - 5 weeks vacation

Employees who accrued six (6) or seven (7) weeks of vacation on or before January 1, 2019 shall continue to accrue six (6) or seven (7) weeks of vacation, respectively, until separation from employment.

When the vacation period of a twelve (12) month employee includes one (1) or more days on which the building to which he is assigned is officially closed, such day(s) shall not be charged against his vacation allowance.

In computing service credit to determine eligibility for three (3) weeks vacation, the following Conditions shall apply:

1. Actual service from another Board of Education shall be credited up to a maximum of five (5) years if this service was continuous to the time of employment in the Youngstown Public Schools.
2. Actual duty for nine (9) months or longer in a contract year shall constitute one (1) year of service.
3. A staff member on leave of absence for which annual salary increments are granted shall suffer no interruption in the service credit for determining vacation allowance up to a limit of one (1) year.

After the date of this Agreement, service credit shall be computed as of the employee's anniversary date and vacation allowance shall begin to accrue therefrom at the appropriate rate according to the above schedule. (No retroactive changes will be made in accrual of vacation time as a result of changing accrual dates. On each June 30, the vacation credit, which accrued during the just-completed year of service, shall then be designated as useable vacation credit.

Vacation time shall normally be taken after June 30 at the conclusion of the year in which it was earned, however, no unused portion of the annual accrual of vacation time may be carried over to the next year.

XIV.3 Scheduling

1. The vacation period shall be from July 1 to June 30. Employees wishing to schedule a vacation during the period from July 1 to December 31, will state their preference in writing prior to the preceding June 1. Employees wishing to schedule a vacation during the period from January 1 to June 30 will state their preference in writing prior to the preceding December 1.
2. Vacation weeks will be granted on the basis of seniority, therefore, it will be necessary when requesting vacation weeks to list three (3) choices in order of preference.
3. All employees wishing to have their vacations in the months of June, July, and August may do so, limited to one-week increments without approval.

4. In the case of death of an employee, the surviving spouse or the estate of the deceased shall be paid on the employee's accrued vacation time.

XIV.4 Unused Upon Separation

Upon separation from employment, due to retirement, death, or layoff for lack of work, a non-teaching school employee shall be entitled to compensation at his current rate of pay for all lawfully accrued and unused vacation leave to his credit at the time of separation. The vacation credit shall be the prorated portion, of the current year and the unused vacation leave paid to the employee or paid in accordance with Section 3113.4 of the Revised Code to his/her estate.

XIV.5 Conditions on Vacation

1. Annually accruing vacation shall be available at the beginning of the vacation year, but
2. If employment ends for any reason during that year prior to earning all of the vacation used, then the employee must pay back the non-earned portion which was used; such payback to include, but not limited to, subtracting it from any final paychecks, severance checks or other amounts owed by the Board to the employee;
3. Any currently earned and accrued, but unused vacation as of July 1, 2014 shall not be lost by current employees, but such amounts, shall be frozen, subject to use by the employee while employed and/or subject to payment on separation according to Section 14.04, but any such amounts for severance purposes shall be maxed at sixty (60) days;
4. If an employee requests to use vacation and that request is denied and not rescheduled during the year and that employee has unused vacation left at the end of the vacation year which accrued during that year, the employee will not lose the amount of vacation requested, but denied and not rescheduled; instead, the employee will be paid for 25% of the amount of vacation, leave denied and not rescheduled during the vacation year, up to 10 days; for purposes of this subsection, a request shall be considered "denied" only if an employee first follows all requirements and provisions of Article 14;
5. No vacation may be scheduled for building trades employees during the first two (2) weeks of a school year.

ARTICLE XV LEAVE OF ABSENCE AND SICK LEAVE

XV.1 Leaves of Absence for Personal Reasons

After three (3) or more consecutive years of contractual service in the Youngstown City School District, an employee may request a leave of absence without pay for

personal reasons not otherwise provided for herein, stating in detail in the request the reasons therefore. If it is the judgment of the Superintendent of Schools that the reasons are legitimate and adequate and in the overall best interest of the school system, and if satisfactory substitute is available if needed, he may recommend to the Board the approval of the request.

No such leave of absence shall extend beyond one-fourth (1/4) of the employee's normal annual term of service, nor shall the employee be gainfully employed during the period of such leave.

XV.2 Sick Leave

Employees shall be granted one and one-quarter (1-1/4) days of sick leave for each completed month of service (fifteen [15] days per year) cumulative for 300 days (Section 124.38 R.C.). New employees shall be credited, however, with a minimum of five (5) days sick leave after the first day of service, which five days shall not be increased until all shall have been earned as provided above.

Sick Leave Bonus

An employee will be eligible for sick leave bonus only if the employee uses no sick leave during the year (July 1 through June 30), and the bonus will be paid at the rate of \$400 after June 30. To be eligible for the sick leave bonus, the employee must be actively working in his/her Board position for the entire year, with the only exceptions for absences being the use of paid vacation or paid personal days during the year, and for Workers' Compensation but for no longer than one (1) year from the first day of such absence on Workers' Compensation.

Use of Sick Leave

- A) The abuse or patterned use of sick leave shall subject the employee to disciplinary action. The District maintains the right to investigate any employee's absence by requesting a statement from the attending physician or other qualified practitioner when there is reason to suspect abuse of sick leave (for example, patterned use of sick leave, use of sick leave adjacent to weekends/holidays or off days, use of sick leave after denial of a request for vacation, or other circumstances raising a question of potential abuse).
- B) Notwithstanding any other provision of this agreement, any employee who utilized more than Seven (7) days of sick leave in any twelve (12) month period shall be required to submit a valid physician's statement to the employer, attesting to the employee being unable to work due to an illness or injury, for each sick day in excess of seven (7) days in such twelve (12) month period. Bereavement leave where proof of death and relationship have been provided to the employer shall be excluded from such seven (7) day limit.

- C) If an employee fails to submit adequate proof of illness, injury or death, or in the event that upon such proof as is submitted or upon the report of medical examination, such leave may be considered unauthorized leave and shall be without pay and subject the employee to disciplinary action.

An employee of the Youngstown Board of Education who transfers directly from employment with another public agency in Ohio and whose service is interrupted by nothing more than normal vacation time, shall be credited with all sick leave certified by his previous employer, not to exceed that calculated as outlined above (Section. 124.38 R.C.). When an individual is employed by the Youngstown Board of Education and who had previously been employed either by this Board of Education or by any other public agency in Ohio, but such public employment has been interrupted by more than normal vacation, time, he shall forfeit all of his unused days of sick leave. In determining continuity of service for the purposes of this paragraph, absence on officially authorized leave shall not, in and of itself, constitute an interruption of such service.

No employee shall lose his accumulated allowance of unused days of such leave by reason of having been on leave of absence, nor shall he accumulate any additional days of allowance during the leave of absence.

Employees may use sick leave, upon approval of the Superintendent of Schools, for absence due to illness, injury, exposure to contagious disease which, could be communicated to other employees or to school children, for illness or death in the employee's immediate family (Section 124.38 R.C.). Benefits under sick leave allowance may be claimed only for the time that employee would normally work, and no charge shall be made against sick leave accumulation for absence on days when the employee would not normally have been on duty.

When absence results from personal illness or injury, a Statement may be required from the attending physician or other qualified practitioner approved by the Superintendent of Schools, indicating the employee's inability to work; and such statement shall be required if the absence exceeds five (5) consecutive working days. When such absence exceeds three (3) working days, a similar statement may be required prior to return to duty indicating the employee's ability to perform the required services. Statements provided for in this paragraph shall be on forms approved by the Superintendent. Affidavits, if required by statute, shall be provided.

When an employee returns to work with the approval of his family physician and the Board of Education refers him to the school physician who does not concur with the ruling of the employee's attending physician, a neutral physician's decision will be final and binding on both parties. During this period the employee is required to report to his work station and shall receive his regular rate of pay.

An employee of the Board of Education who is required to remain away from his assignment due to medical quarantine must present a certified statement from the attending or school physician covering the entire period of absence.

Absence up to four (4) working days because of death in the immediate family is allowed without loss of pay. The deceased must have been a blood relative or other person who by marriage, adoption, or otherwise was in sufficiently close relationship to the employee to be considered a member of the immediate family, an appropriate shorter period of absence may be approved by the Superintendent if the relationship is sufficiently close to justify such absence.

Employees may be absent without loss of pay for serious illness in the immediate family if the absence does not exceed five (5) days. The purpose of such absence is to permit the individual to make proper arrangements for the emergency. This provision for emergency absence pertains only to serious illness in the immediate family. No absence for other personal reasons is considered.

Absence for causes other than those specified above may be authorized by the Superintendent of Schools if, in his judgment, such absence is in the best interest of the school. All absence authorized under this Section shall be charged against sick leave. This section shall be uniformly administered as to employees covered in this Agreement.

XV.3 AFSCME and Building Trades Sick Leave Bank

A sick leave bank, hereinafter referred to as "Bank", shall be established for bargaining unit members of AFSCME and the Building Trades. Participation in the Bank shall be voluntary. The Bank shall be governed by the following procedures:

15.31 Any bargaining unit member may elect to donate to the sick leave Bank which shall be jointly operated by representatives of the Board, AFSCME, and the Building Trades.

15.32 No donations or withdrawals may be made except as provided in this section.

15.33 Withdrawal and use of days from the Bank will be limited to bargaining unit members who are eligible for participation as follows:

1. Use of days from the Bank will be limited to personal illness, injuries, or complications, thereof of the bargaining unit member, the bargaining unit member's spouse, or the bargaining unit member's dependent children. All withdrawals shall be in full day units.
2. Use of days for the Bank will be considered only after the bargaining unit member has used all his/her accumulated paid leave, such as sick leave, vacation leave, and personal leave, plus five (5) days of advanced sick leave.
3. The maximum initial withdrawal of days from the Bank for any bargaining unit member shall be sixty (60) days per illness, injury, or complications thereof.
4. The bargaining unit member must submit a written application along with a doctor's statement in order to be considered for withdrawal and use of days from the Bank.

5. Bargaining unit members may apply for days from the Bank at any time, but they will only be eligible to obtain and use such days after they have exhausted all paid leaves available to them, such as sick leave, vacation leave and personal leave.
6. Once a written request is received from the bargaining unit member, the Bank will disseminate to other bargaining unit members a letter requesting donations to the bank for the requesting member, together with information about the need for the donations as may be authorized by the requesting bargaining unit member.
7. If additional days are needed, the bargaining unit member must submit another written application along with an updated doctor's statement in order to be considered for a second round of days up to but not exceeding sixty (60) days for the same illness, injury, or complications thereof.
8. Upon such request for additional days, the Bank will disseminate another request for donations as referenced above.
9. There shall be no requirement for a bargaining unit member to replace sick leave days withdrawn from the Bank.
10. Upon exhausting all sick leave donated from the Bank and/or upon returning to work, the bargaining unit member shall provide a doctor's statement to the Board and the Bank authorizing the bargaining unit member to return to work as being fit for duty.
11. Donated sick leave shall not be deducted from the donor employee until actually used during a pay period by a donor. If any donated sick leave is unused by a donor member, such unused sick leave shall be returned to the donor member.
12. There is no limit on the number of sick leave days which a donor bargaining unit member may donate to the sick leave bank.

15.34 A committee shall be formed to administer the Bank and to provide the information whereby the Treasurer's office of the Youngstown City School District will keep the records. This committee shall be empowered to adopt rules, regulations, operating procedures, and to make decisions required to administer the Bank, so long as those rules, regulations, operating procedures, and, decisions do not modify the agreement contained herein. This committee will be titled the "AFSCME and Building Trades Sick Leave Bank Committee" (hereafter referred to as the "SBC").

15.35 The SBC shall be composed of the following five (5) persons:

1. Superintendent of the Youngstown City School District or his/her designee.

2. Treasurer of the Youngstown City School District or his/her designee.
3. AFSCME Local 1143 President or his/her designee and one other designee.
4. One of the Building Trades Business Agents, or his/her designee.

15.36 Should a vacancy occur on the SBC, a replacement for the vacant position shall be appointed by the authority making the original appointment.

15.37 One of the three (3) bargaining unit SBC representatives will be selected to act as Chairperson of the SBC. The AFSCME and the Building Trades representatives will annually designate the Chairperson prior to the first meeting of the SBC.

15.38 The SBC will be responsible for developing the forms needed to operate the Bank.

15.39 Guidelines will be reviewed annually by the SBC. Any changes in the rules, regulations, and/or operating procedures of the Bank will be provided to all bargaining unit members, in writing prior to the implementation.

15.0310 AFSCME Local 1143 (including its chapters) and the five Building Trades, jointly and severally, shall indemnify and hold harmless the Board, its members, employees and agents from, and against any claim or liability that may arise out of, or by reason of, any action taken by AFSCME Local 1143, the Building Trades and/or the Board for the purpose of complying with this sick leave bank provision. AFSCME Local 1143 and the Building Trades shall also provide the attorney to represent the Board, AFSCME Local 1143 and the Building Trades in such action; provided that the Board approves the attorney and that such approval will not be unreasonably withheld; provided that the Board gives AFSCME Local 1143 and the Building Trades written notice within ten (10) days of the Board receiving written notice of any claim made or action filed against the Board for which the indemnification is claimed; provided:

1. The Board agrees to (a) give full and complete cooperation and assistance to AFSCME Local 1143, the Building Trades, and their counsel at all levels of the proceeding, (b) permit them or their affiliated organizations (including their chapters) to intervene as a party if it so desires, and/or (c) to not oppose them or their affiliated organization's application to file briefs amicus curiae in the action:
2. The action brought against AFSCME Local 1143, the Building Trades and/or the Board must be a direct consequence of their good faith compliance with the sick leave bank contract provision provided, however, that there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to a court order) or intentionally or willfully misapplies the sick leave bank contract provisions.

XV.4 Leaves of Absence

Under conditions hereinafter specified, employees of the Youngstown Board of Education will be granted leaves of absence for the following purposes: military service, illness and maternity. An individual on leave of absence is not considered an active employee, nor is he entitled to accumulate or use sick leave, to pay insurance premiums through the Board of Education groups, to have contributions made on his behalf to the state retirement system(s), or to enjoy other rights, benefits or privileges accorded an active employee.

Leaves of absence will be authorized by the Board of Education only upon the recommendation of the Superintendent of Schools and in accordance with Board policies, administrative rules and regulations, and the provisions of the Ohio Revised Code governing such leaves.

The application for a leave of absence, or an extension or renewal or renewal thereof, must be made in writing, to the Superintendent of Schools stating the purpose and duration of the proposed leave and must be accompanied by supporting statements concerning the need for or the desirability of said leave.

A leave of absence shall be used essentially and primarily for the purpose stated by the employee in the application, which was approved by the Superintendent of Schools and for which the leave was granted by the Board of Education. Any alteration of approved plans or purposes of the leave by the employee without the approval of the Superintendent of Schools may be considered a breach of contract.

If an employee on leave of absence desires to be reassigned to duty with the Board of Education following the termination of a leave, application for reinstatement must be made in writing to the office of the Superintendent at least thirty (30) days before the expiration of such leave or as hereinafter specified. Application shall be accompanied by supporting evidence or statements establishing the accomplishment of the purpose of such leave. Reinstatement of the employee to duty following a leave of absence shall be made as soon as feasible after the proper application has been submitted. Reassignment shall be at the discretion of the Superintendent and in accordance with the needs of the schools. Upon return to service, the employee shall resume the contract status, which he held prior to the leave of absence except as may otherwise be specified by law, written Board policy or administrative rules and regulations.

An employee desiring to return to active duty before the expiration of a leave of absence may apply for such reinstatement as outlined above. Such requests will be considered only where it can be shown that the conditions justifying the leave no longer exists, and that the best interest of the schools will be served by early termination of the leave.

XV.5 Leaves for Illness

Leaves of absence shall be granted for a period not to exceed two (2) years where personal illness or other disability is the reason for the request. The employee shall forward with his request a statement from his physician certifying that the employee is physically or emotionally unable to fulfill his duties with the Board of Education. Upon renewal of the physician's certification, such a leave may be renewed once only for not more than one (1) year.

The Board of Education reserves the right to bid the job after one (1) year's leave of absence by the employee. Should the employee extend his leave of absence beyond the one (1) year and return to duty before the extension of his leave is up and his former job is not open, he shall be placed in a job of equal pay and equal status.

Without request, the Board may grant a similar leave of absence and renewals thereof to any employee because of physical or mental disability, but such employee may have a hearing on such unrequested leave of absence or its renewal.

A leave of absence may be granted to an employee when the health or treatment of a member of his immediate household requires removal of the family to a different locality. A physician's statement certifying this condition shall accompany the request. Such leaves shall be for not more than one (1) year and shall not be renewable.

Any school employee granted disability retirement shall, for the first five (5) years of such disability retirement, be considered as on leave of absence for personal illness and shall be subject to all rights, privileges, and responsibilities inherent in such leave.

Employees wishing to return from leave of absence for personal illness or disability shall submit to examination by or provide evidence of good health satisfactory to the school physician, and obtain his written approval to return to active duty.

XV.6 Personal Leave

Any unused personal leave days during a school year (7/1-6/30) will be added to the employee's accumulated sick leave.

The number of personal leave days for employees shall be two (2) not three (3). However, the use of such personal days under this section shall no longer require a reason.

“An employee may be absent for personal reasons without loss of pay for not more than two (2) days in any one school year (7/1-6/30). Application for use of any such day shall be submitted to the employee's immediate supervisor at least three (3) days prior to the day of the leave except where a three-day notice is not possible. Any unused personal leave days during a school year (7/1-6/30) will be added to the employee's accumulated sick leave.”

XV.7 WORKERS' COMPENSATION LEAVES OF ABSENCE

A. WORKERS' COMPENSATION INJURY

When an employee is injured on the job and goes on Workers' compensation, he or she will accrue, during a maximum of one (1) year from the first day of such absence on Workers Compensation, sick leave, vacation, insurance and longevity. However, the employee retains his/her right to return to employment in an available position for which he/she is qualified.

- A. Whenever an employee is absent from work as a result of a physical injury which allegedly occurred in the course of and arising out of the employee's employment, the Board will continue payment of wages in accordance with the guidelines of the Bureau of Workers' Compensation (BWC) Salary Continuation Policy (Jan. 1, 2003). Payment under this provision will continue for a period not to exceed six (6) weeks (or until released by the claimant's physician, whichever event comes first) to allow for BWC claim review and investigation. If BWC certifies the claim, salary continuation will continue for a period not to exceed fifteen (15) weeks (75 working days) including the first six weeks or until the employee is released to return to work, whichever event comes first. If the period of disability extends beyond fifteen (15) weeks (75 working days), the Board may extend the Salary Continuation Program at its option, based upon the physician's indication of a projected return to work date for the employee. If the Board elects at any time not to continue the Salary Continuation Program, the employee may file for temporary total compensation benefits with the BWC. Documentation from the physician of record indicating disability from work must be presented prior to the payment of wages through the Salary Continuation Program.
- B. During a period of total disability from employment due to a work-related injury, the employee will be paid his/her full wages according to the Salary Continuation Program for a period of fifteen (15) weeks (75 working days). If at any time during the fifteen (15) weeks (75 working days), the employee is found eligible to participate in the Vocational Rehabilitation Program offered by the Bureau of Workers Compensation, the employee will begin to participate in Vocational Rehabilitation Services based upon the approval of the physician of record. Once the Vocational Rehabilitation Services begin, the Salary Continuation previously paid to the employee will terminate and the employee will begin to receive payment of compensation, by the BWC through Living Maintenance for a period not to exceed thirteen (13) weeks. If at any time during this period, the employee becomes medically unstable to continue in the Vocational Rehabilitation program, or he/she does not reach a treatment plateau that allows a return to work, the Board of Education will determine whether or not to reinstate Salary Continuation. If the Board of Education decides not to pay the employee Salary Continuation, the employee will submit a C-84 (Request for Temporary Total Compensation) with the Bureau of Workers' Compensation.

If at any time during the period of time in which, the employee is participating in Vocational Rehabilitation Services the employee is released to return to light duty work by his/her physician of record ("physician of record" for BWC purposes), the employee will return to work through the Transitional Work Program. While participating in Vocational Rehabilitation Services and returning to work through the Transitional Work Program, the employee will be paid, his/her full wages.

- C. If the employee is paid Salary Continuation while off work and the BWC and/or the Industrial Commission fail to certify the claim, the days for which the employee was paid under the Salary Continuation Program will be charged to sick leave or other paid leave provisions for which the employee is eligible. If available paid leaves are exhausted, then the Board will negotiate the terms of repayment of any overpayment of salary not to exceed a twelve (12) month period. Repayment shall be accomplished through the normal payroll process by reducing biweekly pay by the negotiated amount for the time period agreed upon, but which shall not exceed twelve (12) months.
- D. Falsification by the employee of a Workers' Compensation claim, Board report of injury or a physician's certificate is grounds for discipline, up to and including suspension or termination of employment.
- E. Payment of wages under the Salary Continuation Program will terminate as follows:
1. Upon certification by the physician(s) of record that the employee may return to work; or
 2. Upon certification by BWC that maximum medical improvement has been achieved and the employee is released to return to work; or
 3. Upon the injured employee's acceptance by SERS for a disability retirement benefit; or
 4. Upon the determination by the injured employee's physician of record that the employee has reached maximum medical improvement and that the conditions are permanent without a release to return back to former employment; or
 5. Upon the continued failure of the injured employee to adhere to the treatment program prescribed by the physician(s) of record; or
 6. Upon the continued failure of the injured employee and/or his/her physician(s) of record to respond to periodic requests from the Board for information and status reports; or
 7. Termination of employment of the employee with the Board; or
 8. Failure of the injured employee to participate in the Transitional Work Program providing the injured worker receives advance written notification of a job offer that is within his/her limitations.
- F. Workers' Compensation Transitional Work Program. The Board has implemented a Transitional Work Program in accordance with BWC

guidelines and regulations. If an injured employee is certified, by his/her physician (s) of record as able to return to light duty, or partial duty, that employee will participate in the Board's Transitional Work Program.

Injured workers who agree to participate in the Transitional Work Program will be placed in positions within their department that meet the restrictions outlined by the physician of record. Every effort will be made to accommodate restrictions and return injured employees within his/her pre-injury job classification. However, during limited times when restrictions are such that the Youngstown Board of Education cannot return the injured employee to his/her former pre-injury job classification, the injured employee shall be placed temporarily (within the 75-work day limitation of Section 15.07) in a position within the same department under a different job classification which meets the strength range restrictions outlined by the physician of record.

- G. If there is a conflict between provisions in Section 15.07 and other Sections of this collective bargaining agreement, the parties will meet to resolve the conflict.

15.071 However, in the event the Board challenges the employee's claim and/or any ruling affecting the employee's claim, such employee shall maintain all rights, privileges and conditions aforementioned in Article 15.07 for a period not to exceed two (2) years.

B. ASSAULT LEAVE

As a result of an assault (except among employees), the employee shall be granted leave during the period of time the employee is temporarily unable to perform his duties; however, such leave shall not exceed the shortest of:

- a) seventy-five (75) working days; or
- b) the duration of the inability to perform his duties as determined by the employee's physician.

The employee must file a first report of injury with BWC in order to receive benefits under this provision and shall be required to complete all accident forms reasonably required by the Board, shall furnish a signed statement on forms prescribed by the Board, and shall furnish physician reports to justify the use of Assault Leave. If medical attention is required, a certificate from a licensed, physician stating the nature of the physical disability and the estimated duration shall be required before Assault Leave can be approved for payment. Falsification of either a signed statement or a physician's certificate is grounds for suspension or termination of employment.

Initial payment for absences will be in accordance with the Board of Education's Salary Continuation Policy. Assuming BWC certifies the claim, salary continuation will continue for a total of 75 days (15 weeks) or until employee is released to return to work, whichever event comes first. If the period of disability extends beyond the 75 days, the board may extend the

salary continuation program at its option based on the physician's projected return to work. If the Board elects not to continue salary continuation, the employee may file for Temporary Total Disability Benefits.

XV.8 Extended Absence on Workers' Compensation

When an employee is injured on the job and goes on Workers' Compensation, he or she will continue to accrue, during a maximum of one year from the first day of such absence on Workers' Compensation, sick leave, vacation, insurance and longevity. The position of the employee on Workers' Compensation shall be bid if his/her absence exceeds one year. However, the employee retains his/her right to return to employment in an available position for which he/she is qualified as provided by Workers' Compensation law. This provision is prospective from 2/1/90.

XV.9 Definition of Immediate Family

As applied to absence because of illness, injury, or death in the immediate family, "immediate family" is interpreted to include the employee's spouse, child, son-in-law, daughter-in-law, sibling, parent or grandparent, spouse's parent, or grandparent, any blood relative living in the same household as the employee.

ARTICLE XVI BULLETIN BOARDS

XVI.1 The Board of Education agrees to provide bulletin board space at each of its buildings for the posting of official Union notices.

ARTICLE XVII SAFETY AND HEALTH

XVII.1 The Union Steward for each Union Craft shall be the safetyman for Board personnel. He shall enforce all applicable safety codes of the State of Ohio. The Board of Education will provide and clean overalls necessary for performing dirty jobs.

The Board of Education will either clean drop cloths at least once per year or furnish a disposable cover such as visqueen.

ARTICLE XVIII EMPLOYEE EXPENSE REIMBURSEMENT

XVIII.1 Employees sent outside the school district on employer business on a trip, which requires more than eight (8) hours to complete shall be reimbursed for the cost of meals and authorized lodging.

XVIII.2 The Board of Education shall set aside \$2500 annually for the purpose of supporting workshop and training programs that may be deemed beneficial for members of the craft unions to attend. Attendance at such trainings must be with the prior approval of the Chief of Maintenance and Operations. Effective June 1, 2010, the annual amount set aside for workshop and training programs shall be \$1,000.

XVIII.3 Reimbursement for expenses shall be based on the satisfactory completion of the training and shall be in accordance with board policy.

XVIII.4 Effective 02/01/2015, the Board will provide an annual work clothing allowance not to exceed \$300.00 for each member of the bargaining unit. The annual period shall be February 1 through January 31 during this Agreement. During each annual period, to be reimbursed for such work clothing allowance, the employee shall submit a written request for reimbursement on a form prepared by the Treasurer's office and attach the receipts for the employee's purchase of such work related clothing.

XVIII.5 Effective June 1, 2010, the Board will reimburse employees for the replacement cost of the employee's personal tools if such tools are stolen from a Board work site or from a Board vehicle while the employee is on duty with the Board; the employee is required to file a police report about the circumstances of such theft. This tool replacement provision shall be limited to the aggregate amount of all claims of all employees not to exceed \$1,500 for a 12-month period beginning June 1, 2010 and continuing in successive 12-month periods thereafter during the term of this Agreement. Such claims shall be addressed on a first-come first-serve basis with the aggregate limit of \$1,500 per 12-month period during the term of this Agreement.

ARTICLE XIX LIFE INSURANCE

XIX.1 The amount of life insurance for each member of the bargaining unit shall be increased so as to be the amount of the employees annual salary rounded to the next thousand-dollar denomination.

XIX.2 The following optional life insurance coverage shall be made available to retire on or after February 1, 1985, at no cost to the Board:

1. A term life benefit (no AD&D) which provides a maximum flat face amount of ten thousand dollars (10,000.00), effective at the date of retirement regardless of age.
2. Participation in the program shall be at the sole discretion of the retiree.
3. Only current employees affiliated with the skilled trades group and Local 1143, 1143-A, and 1143-B, and whose retirements are effective on or after February 1, 1985, are eligible to participate in this plan. If a retiring employee desires to obtain such term life benefit, he/she must exercise the option to obtain it on or before his/her retirement date.
4. The retiree shall pay the annual premium for each policy year in one payment due on or before each May 1 of each policy year or in two installments due May and November. Payment shall be to the Treasurer of the Board who shall then forward such premium to the insurance carrier. The policy year shall be May 1 through April 30. (If an employee's effective date of retirement is other than May 1, then his/her first premium shall be pro-rated to cover that period between the retirement date and the following April 30. Thereafter, the full annual premium shall be paid.)

5. The retiree shall pay the annual premium as determined yearly by the carrier who shall provide a rate separate from the rate at which the Board purchases life Insurance for active employees according to the terms of their respective agreements or board policy, as applicable. It will be the discretion of the retiree to continue or terminate his/her individual coverage at the end of each policy year. (Failure to pay the premium within 30 days of its due date following notice of payment due shall constitute termination notice.)

Retirees ability to purchase life insurance under this agreement shall continue to be provided so long as the Board is able to obtain this coverage through the insurance carrier whose bid is lowest and best on the active employee group. While the Board commits to continuing to make this insurance available to skilled trades retirees in no way is the Board obligated to accept a higher rate on active employees in order to maintain or secure retiree coverage and the rate bid on this package shall not be taken into consideration when accepting or rejecting carriers bids.

ARTICLE XX LONGEVITY

XX.1 All full-time employees who have completed five years of full-time service with the Board shall be eligible for longevity payment, as set forth in the schedule below:

Effective 2/1/10 Upon completion of	Effective 2/1/11 Longevity Payment
5 years \$337.75	\$325.92
6 years \$371.52	\$358. 52
7 years \$400.47	\$386.45
8 years \$429.42	\$414.39
9 years \$458.37	\$442.33
10 years \$487.32	\$470.26
11 years \$516.27	\$498.20
12 years \$550.05	\$530.79
13 years \$579.00	\$558.73
14 years \$607.95	\$586.67
15 years \$636.90	\$614.60
16 years \$665.85	\$642.54
17 years \$694.80	\$670.48
18 years \$723.75	\$698.41
19 years \$757.52	\$731.01
20 to 22 years \$786.47	\$758.94
23 to 25 years \$844.37	\$814.82
26 years and over \$965.00	\$931.22

New employees hired on or after February 1, 2010 become eligible for Longevity payments as set forth in the schedule above starting with the completion of seven (7) years of employment, not five (5) years.

Longevity payment shall be made in the first paycheck of December of each year.

All employees who retire between July 1 and December 1 of each year will receive their last year's longevity pay simultaneously with their severance pay.

In order to be eligible for longevity payment, the employee must be in a full-time position on the determination of June 30. A year of service shall consist of at least one hundred-twenty (120) paid days of work: (that is to say, days actually worked or days on paid, vacation leave or paid sick leave) between the date of July 1 and the following June 30 while in the employment of the Board.

XX.2 All employees who retire between July 1 and December 1 of each year will receive their last year's longevity pay simultaneously with their severance pay.

XX.3 In order to be eligible for longevity payment, the employee must be in a full-time position on the determination date of June 30. A year of service shall consist of at least 120 paid days of work (that is to say, days actually worked or days on paid vacation leave or paid sick leave) between the date of July 1 and the following June 30 while in the employment of the Board. These provisions were effective on October 1, 1989.

ARTICLE XXI LAYOFF PROCEDURE

XXI.1 Assignment of Employee When Job is Eliminated

Whenever a job is eliminated and there is no vacancy in the same classification, the employee affected will displace the last employee brought into that classification. The displaced employee will be assigned the job, in the next lesser classification, which was last filled from a lower classification. However, he must be qualified for that job. If the employee is not qualified for that job, he will be assigned to the job that was last filled by an out-of- classification employee in whatever lesser classification his qualifications will permit. The employee who is displaced by the last action of the "bumping" procedure within his group will be laid off and will remain on layoff until recalled or terminated.

Service credit will not accumulate during a period of layoff. However, an employee will remain on the layoff list for a period of two (2) years, after which time he will be removed from the rolls.

The employee transferred will continue on the pay schedule of the job eliminated until June 30, next, unless, prior to that date, a vacancy occurs in a classification higher than that to which he is currently assigned; in which event he shall accept such vacancy or be placed on the regular pay scale of the job he holds. Effective with the next July 1 he will be assigned the pay schedule of whatever job he then holds.

XXI.2 Service Credit

Service credit will not accrue during the period of leaves of absence except for military Service.

XXI.3 Level of Work Force Issues

The Board will meet with the union to discuss potential layoffs, which may occur during the term of this contract such meeting shall occur on or before May 1, 1993 unless otherwise agreed; during such meeting the Board shall request the union's input and suggestions with respect to the manner and method of determining such layoff B. (Although the Board shall determine the extent, manner and method of any such layoffs, this provision does not prevent the unions from bargaining about the effects of such layoff B as provided by R.C. 4117.) Current contract language with respect to job abolition, layoffs and other similar provisions shall remain in full force and effect and shall be implemented as provided by the contract. It is the Board's intent that the use of retirement, early or otherwise, and other methods of attrition should enhance the Board's ability to keep the number of layoffs, which it determines necessary at a minimum.

XXI.4 Paid Health Insurance Coverage

Any employee laid-off during the term of this agreement will have their health insurance coverage continued at the expense of the Board for period of six months from the effective date of the lay-off of that person.

ARTICLE XXII RECALL PROCEDURE

XXII.1 Notification

An employee, to be in line for recall, must keep on file with the Board of Education his current address and telephone number. Employees on layoff will be recalled in line with their seniority within their classifications. If an employee cannot be reached at the address or telephone number on file a registered letter will be sent. If no response is received within seven (7) working days he will be considered to have resigned.

XXII.2 Reporting From Layoff

Employees who receive a written notice of recall must, within forty-eight (48) hours of the receipt of such notice, advise the Board of the date upon which he will return to work. Any employee so recalled who after receipt of such notice, unless mutual understanding to the contrary has been reached with the employer, will be considered to have resigned and will forfeit all rights of recall unless failure to comply with the above on the part of the employee is due to circumstances beyond his control.

XXII.3 Resignation from Layoff

Any employee, who by notification or positive action resigns while on layoff, forfeits all rights to recall.

ARTICLE XXIII CONTINUOUS SERVICE

XXIII.1 Continuous Service Accumulation

Continuous service shall be calculated from and after the effective date of an employee official appointment by the Board of Education, except that no such continuous service credit shall be recognized until an employee has completed his probationary period of ninety (90) days.

XXIII.2 Continuous Service Interruption

During the first five (5) years of disability retirement or during the effective dates of an official leave of absence for illness (Board Policy GDBD), an employee shall retain all continuous Service credit previously earned but shall not add to such service during the period of such disability retirement or leave of absence.

During the period of time an employee is on layoff, the continuous service credit he held at the time of layoff shall be retained and credited to him in the event of his return to active employment within two (2) years; however, no additional service credit shall be added during the layoff period.

XXIII.3 Continuous Service Cancellation

Continuous service shall be canceled by any one or more of the following;

- a. Resignation;
- b. Discharge for cause;
- c. Failure to return to work upon recall as specified in Article XX, Section 2;
- d. Inability to return to work within five (5) years of the beginning of disability retirement;
- e. Failure to observe the terms or regulations governing a leave of absence;
- f. Continued layoff for a period of more than two (2) years;
- g. Absence from work for a period of two (2) days without reporting off and without reasonable excuse for failure to do so;
- h. Absence due to a compensable disability incurred during the course of employment shall not break continuous service provided such individual is returned to work within thirty (30) days after final payment of statutory compensation for such disability, or after the end of the period used in calculating a lump sum payment. If such employee is reemployed, service credit equal to his accumulated service but not to exceed five (5) years will be given. Such employee will be considered a new employee only for the purpose of the probationary period.

XXIII.4 Service Credit

Service credit (seniority) will not accrue during the period of leaves of absence except for military service and absence on Workers' Compensation.

ARTICLE XXIV HEALTH AND DENTAL INSURANCE

XXIV.1 Health Insurance:

- A. The Board will provide the hospital, medical, prescription, life, dental and vision insurance for all full-time employees through Stark County Schools Council of Governments ("Stark COG") at new Exhibit A (subject to change by Stark COG) to be effective on July 1, 2015. (Current coverage to remain in effect through June 30, 2015.) Employees working five (5) hours per day, five (5) days per week or more shall be considered full-time employees.
 - 1. Effective on and after September 1, 2012, each employee shall pay 10% of the premium for the coverage in which he/she opts to enroll. "Premium" shall be the cost of coverage attributed to each form of health care coverage.
- B. Spousal Coordination of Benefits shall be as determined by Stark COG.
- C. The Board shall continue to provide prescription, hospital, surgical and major medical insurance for the remainder of the month in which sick leave accumulation is exhausted together with the additional premium for a period of two (2) years as amended by law. Provided, however, that the employee is on an approved leave of absence for illness and, notwithstanding the provisions of Section 15.03, the employee continues to meet the premium co-pay requirements described in Section 24.01A. The salary basis for computing the co-pay for the period of absence will be the annual salary the employee was earning at the time of his exhaustion of sick leave.

XXIV.2 Dental Insurance

The Board shall provide, at its expense, a single or family plan of dental insurance for each full-time employee, the schedule of benefits as provided by Stark COG.

XXIV.3 Vision Care Plan

The Board shall pay up to and no more than eighty-one dollars (81.00) per year per employee toward the Vision Care Plan as provided by Stark COG.

XXIV.4 Insurance Committee

In the event that management wishes to form a committee to discuss health insurance (including dental, prescription and major medical coverage) with all bargaining units the Trades will be asked to provide representation on that committee.

ARTICLE XXV MANAGEMENT

XXV.1 The Union agrees to cooperate with Management to attain the best possible operation of the city school system in a manner consistent with fair and reasonable labor practices. The Union will support Management's effort to improve the physical condition of the schools, eliminate waste, conserve materials and supplies, establish efficient methods of operation and improve the services provided in the schools.

XXV.2 The Board of Education retains the sole right to manage the operation of the schools, including but by no means limited to, the right to decide the duties to be performed, the tools, equipment and machinery used in such performance, the manner of handling and storing equipment, to maintain order and efficiency in its operations, to hire, lay off, assign, transfer and promote employees, to schedule hours to be worked, including starting and quitting time, to schedule overtime hours, to discipline, suspend or discharge employees for just cause, provided that none of these rights shall be exercised in a manner inconsistent with the other provisions of the Agreement.

It is agreed that the members of the bargaining unit represented by the five Craft Locals shall perform craft work and that the custodians shall perform custodial work.

XXV.3 Drug Testing Policy

Effective 02/01/2007 the Board of Education shall initiate a drug testing policy based on a reasonable suspicion standard. Said policy shall be implemented beginning May 1, 2007 (90 days after the effective date) and is contingent upon the following provisions:

1. All skilled trades employees will have attended an awareness seminar; and
2. Supervisors authorized to order reasonable suspicion testing shall be identified for each department; and
3. All authorized supervisors shall have attended a training session on proper procedures for administration of this policy.

The complete policy shall be attached to this agreement.

XXV.4 Management During Academic Distress

During the period(s) when Section 3302.10 of the Ohio Revised Code is applicable to the District, to the extent these Agreements contain provisions relinquishing one or more of the rights of responsibilities as set forth in Section 4117.08(C) of the Ohio Revised Code, those provisions are not enforceable and the District resumes holding those rights or responsibilities as if it had not relinquished them in these Agreements. The District will continue

holding those rights or responsibilities until the Academic Distress Commission ceases to exist and the District agrees to relinquish those rights or responsibilities in new Agreements.

ARTICLE XXVI EMPLOYEE WORKSHOP

XXVI.1 In the best interest of labor and management, all employees shall be entitled to one (1) day off, without loss of pay, for the purpose of a Union workshop. Such workshop shall be developed and conducted within the discretion of the Union leadership and must include job training. Such day shall coincide with the NEOEA meeting date. This day will be mandatory that all employees attend; the only excuse will be if the employee is scheduled to work or is on an approved leave. The Union shall provide sign-in and sign-out evidence of employee full- workshop attendance to the Treasurer by the close of the payroll period during which the workshop day falls. The Union shall also provide a summary of the training provided and identify employees that attended each training session. If no such evidence of attendance and training is then provided to the Treasurer, then the employee shall not be paid for that day.

ARTICLE XXVII ENTIRE AGREEMENT

XXVII.1 Prior to the effective date hereof, various agreements have been entered into from time to time and except as such prior agreements have been incorporated herein, such agreements are terminated. This document shall be recognized as containing all agreements in existence between the Local and the Board.

ARTICLE XXVIII EFFECT OF LAW

XXVIII.1 If any portions or provisions hereof are found, to be contrary to law, such portions or provisions shall become void without affecting the balance of the within agreement, and in such event the parties shall immediately renegotiate that provision which is void.

ARTICLE XXIX SELECTION CRITERIA

XXIX.1 When the Board hires trades people into positions in the bargaining unit, among the criteria for selecting employees to be hired shall be the followings

1. Possess a certificate of completion of an apprenticeship program in the trade from an accredited trade school, or 10 years full-time working experience in the work of the trade immediately prior to hiring by the Board;
2. Possess any and all current licenses and registrations required for the practice of the trade in the City of Youngstown, Ohio by any applicable city, county, state or federal law, regulation or rule.
3. Civil Service qualifying procedures if required by the local civil service administrator.

XXIX.2 Probationary Period and Crafts/Trade Union Membership

- A. New employees will serve a 90-day probationary period which among other things prohibit the challenge of discipline or removal by an employee or the union under these Agreements.
- B. New employees may join the respective trade or crafts union within 7 days of completion of the 90-day probationary period.

ARTICLE XXX SALARIES

Effective July 1, 2022, all bargaining unit employees shall receive a \$1.07 wage increase.

Effective July 1, 2023, all bargaining unit employees shall receive a \$0.90 wage increase.

Effective July 1, 2024, all bargaining unit employees shall receive a \$0.90 wage increase.

Current wages shall be in accordance with the salary schedules attached hereto in Appendices beginning on 7/1/2022.

A \$500 one-time stipend language payable in April 2022 due to the delay of the compensation start date not being 2/1/22 when the other contractual language is effective and the wages effective date being effective 7/1/22.

ARTICLE XXXI NEGOTIATIONS

XXXI.1 Voluntary Dispute Settlement Procedure

The undersigned parties having mutually agreed upon a dispute settlement procedure, which shall supersede the procedures provided for in Chapter 4117 of the Ohio Revised Code, hereby agree as follows:

- A. At any time during negotiations and prior to the expiration of this Agreement, impasse may be declared by either party, at which time a joint written request shall be made to the Federal Mediation and Conciliation Service to provide a mediator to assist the parties in reaching an agreement. Mediation shall begin as soon as the mediator can be available to the parties and shall continue until the expiration of this Agreement and, if the parties mutually agree, may continue thereafter.
- B. This Supplemental Agreement as to the use of mediation as a voluntary dispute Settlement procedure shall be effective on the date executed by both parties.
- C. This Supplemental Agreement may not be canceled, revoked or terminated during the term of the current Collective Bargaining Agreement between the parties which it supplements, or while negotiations for a successor Collective Bargaining Agreement are being conducted. This voluntary dispute settlement procedure may not be canceled, revoked or terminated prior to or during the period of any contract modification. Further, this voluntary dispute settlement procedure may be used in the successor Collective Bargaining Agreement now being negotiated.
- D. The Collective Bargaining Agreement, or successor Agreement, shall remain in effect during the period of all negotiations or until a ten (10) day notice of termination is served upon the Board by the Union.
- E. This Supplemental Agreement shall not be subject to the grievance and arbitration procedure of the current or the successor Collective Bargaining Agreements between the parties.

ARTICLE XXXII SEVERANCE PAY

XXXII.1 The severance pay for each full-time employee will be as follows:

Payable only upon retirement;

Retirement must be within 90 calendar days after the last paid day of service;

Payment is based on the daily rate of pay as of the retirement date and on the number of accrued but unused sick leave including unused personal days which have been converted to sick leave;

Shall be considered to eliminate all sick leave credit accrued by the employee at that time;

Shall be based on the following schedule for two (2) categories of employees:

- a. The first category is for employees hired before 2/1/2010. Their severance pay will be based on 55% of accrued but unused sick leave, including unused personal days which have been converted to sick leave, not to exceed 170 days; for those employees, this formula shall apply also if they die on or after July 1, 2015 while employed by the Board.
- b. For those new employees hired on or after February 1, 2010, their severance shall be based on 25% of accrued but unused sick leave, including unused personal days which have been converted to sick leave, not to exceed 75 days, either upon retirement or upon death while employed by the Board.

XXXII.2 Any converted personal days may be used to achieve the one hundred seventy (170) day maximum or the seventy-five (75) day maximum, as applicable.

XXXII.3 Retirement Incentive

In the event the Board initiates a retirement incentive program with the Youngstown Education Association it will discuss the feasibility of extending such a program to Trades employees.

ARTICLE XXXIII PROFESSIONAL STUDY LEAVE

XXXIII.1 Eligibility

An employee who has completed three (3) or more consecutive years of contractual service in the Youngstown City School District shall, upon the recommendation of the Superintendent of Schools and with the approval of the Board of Education, be granted a leave of absence for not longer than one (1) school year for professional study designed to improve or broaden, his skills so as to be of greater value to the schools. Such leave may be renewed for an additional year upon proper application.

XXXIII.2 Application and Implementation

In requesting such a leave, the employee shall present to the Superintendent of Schools for approval, a plan for professional study and at the conclusion of the leave, shall provide evidence that the objectives of the plan were substantially achieved. All such leaves shall terminate on June 30 of a given year. Notification of intention to resume active status shall be given in writing to the Superintendent of Schools or the Director of Personnel not later than April 30.

XXXIII.3 Increments

When the stipulated procedure has been followed, annual increments provided by the salary schedule shall be granted for each year of the professional leave during which eighteen (18) or more semester hours of approved credit were earned.

DURATION AND NOTICE

These Agreements shall be effective as of July 1, 2022 and shall remain in full force and effect up through midnight of June 30, 2025.

Either party may notify the other in writing at least sixty (60) days prior to the expiration date of its Agreement that it desires to commence negotiations for a successor Agreement. In the event that such notice is given, negotiations shall begin no later than one (1) week after such notice is received. Any notice to be given, under these Agreements shall be by certified mail, return receipt requested. Such notice, if given by the Board, shall be addressed and sent to the following:

Jim Taylor, Business Agent
International Union of
Painters, Local #476

James Burgham, Business Agent
Electrician's Local #64

Butch Taylor, Business Agent
United Association of Schools
Journeymen and Apprentices of
The Plumbing and Pipe Fitting
Industry, Local #396

Robert Gerst, Jr., Business Agent
Operative Plasterers &
Cement Masons, Local #179

Mike Rapovy
Indiana/Kentucky/Ohio Regional Council
of Carpenters, Local #171

Such notice, if given by the Union, shall be addressed and sent to the following:

Superintendent of Schools
P.O. Box 550
20 West Wood Street
Youngstown, Ohio 44501

Either party, by written notice received in writing by the other party, may make a change of address.

Signed at Youngstown, Ohio effective as of July 1, 2022.

SECTION B: PAINTERS' SECTION

Specific Terms and Conditions of Agreements
Between and Applicable to:

YOUNGSTOWN BOARD OF EDUCATION

and

THE INTERNATIONAL BROTHERHOOD OF PAINTERS & ALLIED TRADES

AFL-CIO

LOCAL #476

July 1, 2022
through
June 30, 2025

SECTION B: PAINTERS' SECTION

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SECTION B: PAINTERS' SECTION

ARTICLE I RECOGNITION

I.1 The bargaining unit covered by this Memorandum and the term Painter as used herein shall include all Painter Foremen, Journeyman Painters, and Apprentice Painters engaged in maintenance and repair work as outlined in "Scope of Work" on all property owned and operated by the Employer.

I.2 The Board of Education of Youngstown will recognize and will not interfere with the right of its employees to become members of the Union. There shall be no discrimination, interference, restraint or coercion by the Employer or at the behest of or instigation of the Employer against any member because of membership in the Union. Each employee who on the effective date of this Memorandum is a member of the Union in good standing and each employee who becomes a member after that date shall as a condition of employment maintain his membership in the Union.

ARTICLE II SCOPE OF WORK

II.1 Painter, Decorator and Paperhanger are taken to mean one who performs the following work;

All painting, including paperhanging as incidental thereto, of residences, buildings, structures, industrial plants, tanks, vats, pipes, vessels, bridges, light poles, high-tension, poles, traffic and parking lines on highways, parking lots, playgrounds, factories, and airline strips; all signs, pictorial coach, car automobile, carriage, aircraft, machinery, ship and railroad equipment, mural and scenic painters; sparkling of all surfaces where adhesive materials are used and all drywall pointing, taping and finishing.

All decorators, paperhangers, hardwood finishers, grainers, glaziers, varnishers, enamellers and gilders.

Paperhanger a work shall be all materials of whatever kind of quality applied to walls or ceilings with paste or adhesive; all tacking on of muslin or other material which is used as wall or ceiling coverings or covered with material pasted on. They shall have control over the scraping off of old paper, preparing of walls, etc., for paperhanger's work.

All men engaged in applying or extenders, metal primers and metal binders, thinners and dryers, primers removing paints, pigments, clear pigments, and sealers, oil paints and enamels, water colors and emulsions, clear coatings, waxes, stains, mastics, cement enamels and other special coatings, plastics, adhesives, coatings and sheet rubber and other linings, oils, varnishes, water colors, wall paper, vail coverings or other materials used in the various branches of the trade, and the cleaning and bleaching of all interior and exterior walls and surfaces with liquid, steam sandblast or any other process.

The operation and care of all tools and equipment used by all trades coming under our Brotherhood's jurisdiction including brushes, roller, spray painting equipment, miscellaneous hand and power driven tools, including sandblasting equipment, ladders, scaffolding and other

rigging, the operation and maintenance of all types of compressors, general glazing shall include the setting, cutting, preparing, handling, or removal of glass.

ARTICLE III STEWARDS

III.1 There shall be a steward for the painters at all times during working hours who shall assist in the coordination of efforts in behalf of the best interests of all concerned. He shall be the only authorized representative on the job of the Union and there shall be no discrimination against him because of his activities in behalf of the Union. He shall have the privilege during working hours of checking any and all men doing painter work and the material on the job to be used; however, such privilege will be granted upon having been requested, and after he has first notified the Supervisor of Operations. He shall conscientiously attempt at all times to eliminate any infraction, of the Agreement. He shall report any infraction of this Agreement, city, state or federal laws that may come to his attention. He shall take the proper action to avoid jurisdictional disputes with authority from the business agent. It is further agreed, that where preference can be shown on the assignment of overtime, such preference shall be given to the steward.

III.2 The official business agents of the Union shall have the right to go on all jobs where building tradesmen are employed and they may consult with the steward at all times. The agent will first notify the principal of the building that he is on the premises.

ARTICLE IV APPLICATORS

IV.1 Brush Limit

Members shall be allowed to work with a brush five inches (5") wide while working in oil base materials and six inches (6") while working in water base materials.

IV.2 Roller Applicator

The roller may be used on the application of materials on acoustic grid type ceilings, acoustic plaster, wire, fences, plaster and drywall. The roller shall under no conditions be used to apply materials on doors, trim or floors.

IV.3 Roller Size

The roller shall not exceed nine inches (9") in length, one and one-half inch (1-1/2") core diameter and not over eighteen inches (18") in overall length.

IV.4 Spraying

No spraying shall be permitted, except with written permit from the business agent. The use of the pressure roller or stilts will not be permitted on any type of job in the jurisdiction of Local Union #476.

ARTICLE V CHECK OFF OF UNION DUES

V.1 The District will only make dues deduction from employees who have affirmatively consented to such deduction. This must be done pursuant to individually signed and unrevoked voluntary check-off authorization cards in forms agreed to by the Employer and the Union. The Employer will furnish the Union with a copy of the membership list, upon request, and promptly remit the dues to the Union each month. The dues deduction shall become effective in the first full pay period after the District receives a copy of the proper legal authorizations for such deductions.

V.2 The Union and the District acknowledge that the District can only make a deduction from an employee who has affirmatively consented to such deduction. In this regard, the District and the Union will discuss in good faith the effects of an employees' expressed intent to the District that the employees no longer desire to be a member of the Union and have Union dues, fees, and assessments withheld from their paychecks.

ARTICLE VI OPTION

Spray Premium:

When a painter is assigned to spray paint, the sprayer shall be paid a premium of 50 cents per hour, and the pot tender shall receive the same 50 cents per hour premium; such spray painting shall only be done after discussion with and approval from the Business Agent of the Painters.

SECTION C: PLUMBERS' SECTION

Specific Terms and Conditions of Agreements
Between and Applicable to:

YOUNGSTOWN BOARD OF EDUCATION

And

THE UNITED ASSOCIATION OF JOURNEYMEN AN
APPRENTICES OF THE PLUMBING AN PIPE FITTING INDUSTRY
LOCAL #396

July 1, 2022
through
June 30, 2025

SECTION C: PLUMBERS SECTION

ARTICLE I RECOGNITION

I.1 The bargaining unit covered by this Memorandum and the term Plumber as used herein shall include all Plumber Foremen, Journeymen and Apprentice Plumbers, engaged in maintenance and repair work as outlined in "Scope of Work" on all property owned and operated by the Employer.

I.2 The Board of Education of Youngstown will recognize and will not interfere with the right of its employees to become members of the Union. There shall be no discrimination, interference, restraint or coercion by the Employer or at the behest of or instigation of the Employer against any member because of membership in the Union.

ARTICLE II SCOPE OF WORK

II.1 The jurisdiction of work of the Plumbers and Pipe Fitters shall be those listed in the Plumbers and Pipe Fitters contract, as they apply to school board operations.

ARTICLE III STEWARDS

III.1 There shall be a steward for the Plumbers and Fitters at all times during working hours who shall assist in the coordination of efforts in behalf of the best interests of all concerned. He shall be the only authorized representative on the job of the Union and there shall be no discrimination against him because of his activities in behalf of the Union. He shall have the privilege during working hours of checking on any or all men doing plumbing work and the material on the job to be used, however, such privilege will be granted upon having been requested and after he has first notified the Supervisor or Operations.

He shall conscientiously attempt at all times to eliminate any infraction of the agreement. He shall report any infraction of this Agreement, city, state, or federal laws that may come to his attention. He shall take proper action to avoid jurisdictional disputes, only with authority from the Business Agent.

ARTICLE IV CHECK OFF OF UNION DUES

IV.1 The District will only make dues deduction from employees who have affirmatively consented to such deduction. This must be done pursuant to individually signed and unrevoked voluntary check-off authorization cards in forms agreed to by the Employer and the Union. The Employer will furnish the Union with a copy of the membership list, upon request, and promptly remit the dues to the Union each month. The dues deduction shall become effective in the first full pay period after the District receives a copy of the proper legal authorizations for such deductions.

IV.2 The Union and the District acknowledge that the District can only make a deduction from an employee who has affirmatively consented to such deduction. In this regard, the District and the Union will discuss in good faith the effects of an employees' expressed intent

to the District that the employees no longer desire to be a member of the Union and have Union dues, fees, and assessments withheld from their paychecks.

SECTION D: ELECTRICIANS' SECTION

Specific Terms and Conditions of Agreements
Between and Applicable to:

YOUNGSTOWN BOARD OF EDUCATION

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL #64

July 1, 2022
through
June 30, 2025

SECTION D: ELECTRICIANS' SECTION

ARTICLE I RECOGNITION

I.1 The bargaining unit covered by this Memorandum, and the term Electrician as used herein shall include all Electrical Foremen, Journeyman Electrician and Apprentice Electrician engaged in maintenance and repair work as outlined in "Jurisdiction" on all property owned and operated by Employer.

I.2 The Board of Education of Youngstown will recognize and will not interfere with the right of its employees to become members of the Union. There shall be no discrimination, interference, restraint or coercion by the Employer or at the behest of or instigation of the Employer against any member because of membership in the Union.

ARTICLE II JURISDICTION

II.1 The assembling, construction, installation, or erection, repair, or maintenance of all materials, equipment, apparatus, and appliances required for maintenance under this Agreement,

II.2 The maintenance, inspection, and repair of all electrical equipment, apparatus, appliances, or devices under this Agreement.

ARTICLE III SCOPE OF WORK - INSIDE ELECTRICAL WORKERS

III.1 These shall include: Workmen, technicians, fixture men, crane men, crane repairmen, signal men, load dispatchers, trouble men, switchboard operators and erectors, operators of electrical apparatus when generating, supplying, or furnishing electricity for other than distributing companies. They shall have jurisdiction over the following: Installation, construction, inspection, operation, maintenance and repair of all electrical work in isolated plants and within property lines of any given property, and beginning at the secondary side of the transformer, except line work consisting of poles and towers, including wires or cables and other apparatus supported therefrom and except all outdoor substations.

ARTICLE IV WORKING RULES

IV.1 No workmen shall use any personal vehicle or property to transport store material or company equipment other than ½ inch to 1-1/4 inch knock-out punch set and ½ inch E.M.T. crimper.

IV.2 No electrical worker shall take orders from anyone other than an immediate recognized supervisor.

IV.3 All journeymen are required to furnish the following hand tools at an absolute minimum: One (1) side cutter six (6) inch or eight (8) inch, two (2) channel locks, one (1) ten (10) inch pipe wrench, one (1) fourteen (14) inch pipe wrench, one (1) six (6) inch rule, one (1) knife, two (2) screwdrivers - eight (8) inch maximum, two (2) hammers - one (1) bit extension,

one (1) bit brace, one (1) pipe reamer, one (1) small level, one (1) plum bob, one (1) square and one (1) pencil.

IV.4 No journeyman wireman shall be permitted to furnish any power tools, or special tools such as knockout punches, crimp tools, benders, etc.

IV.5 On all energized circuits or equipment carrying 220 volts or more, as a safety measure two (2) journeymen shall work together.

IV.6 Worker shall install all electrical work in a safe and worker-like manner and in accordance with applicable code.

IV.7 The representative of the Union shall be allowed access to any job at any reasonable time where workers are employed under the terms of this Agreement.

ARTICLE V CHECK OFF OF UNION DUES

V.1 The District will only make dues deduction from employees who have affirmatively consented to such deduction. This must be done pursuant to individually signed and unrevoked voluntary check-off authorization cards in forms agreed to by the Employer and the Union. The Employer will furnish the Union with a copy of the membership list, upon request, and promptly remit the dues to the Union each month. The dues deduction shall become effective in the first full pay period after the District receives a copy of the proper legal authorizations for such deductions.

V.2 The Union and the District acknowledge that the District can only make a deduction from an employee who has affirmatively consented to such deduction. In this regard, the District and the Union will discuss in good faith the effects of an employees' expressed intent to the District that the employees no longer desire to be a member of the Union and have Union dues, fees, and assessments withheld from their paychecks.

SECTION E: CARPENTERS' SECTION

Specific Terms and Conditions of Agreements
Between and Applicable to:

YOUNGSTOWN BOARD OF EDUCATION

And

THE INDIANA/KENTUCKY/OHIO REGIONAL
COUNCIL OF CARPENTERS
LOCAL #171

July 1, 2022
through
June 30, 2025

SECTION E:

ARTICLE I RECOGNITION

I.1 The bargaining unit covered by this understanding and the term Carpenter as used herein, shall include all Carpenter Foremen, Journeyman Carpenters, and Apprentice Carpenters engaged in maintenance and repair work as outlined in "Scope of Work" on all property owned and operated by the Employer.

I.2 The Board of Education of Youngstown will recognize and will not interfere with the right of its employees to become members of the Union. There shall be no discrimination, interference, restraint, or coercion by the Employer or at the behest of or instigation of the Employer against any member because of membership in the Union.

ARTICLE II SCOPE OF WORK

II.1 The trade autonomy of the United Brotherhood of Carpenters and Joiners of America consists of the milling, fashioning, joining, assembling, erecting, fastening or dismantling of all material of wood, hollow metal or fiber, or of products composed in part of wood, hollow metal or fiber, the laying, applying or installing of all wood, cork, composition, plastic, asphalt tile or similar types tile, all carpet, and Astro Turf on walls or floors.

II.2 All preparatory work incidental to the laying, applying or installing and the finishing of same including floor sanding, shingles and siding, the erecting and dismantling of machinery and the manufacturing of all wood materials, the fabrication of all materials where the skill, knowledge and training of a carpenter is required, either through the operation of machine or hand tools. We claim all new materials used as a substitute for materials traditionally used by members of the United Brotherhood.

II.3 Our claim of jurisdiction, therefore, extends over the following divisions and subdivisions of the trade:

Carpenters and Joiners

The term "Carpenters" and the term "Joiners" are synonymous and in either case shall mean one who performs the following work:

The framing/ erecting and pre-fabrication of roofs, partitions, floors and other parts of buildings of wood, metal, plastic or other substitutes. The erection of Stran Steel sections or its equal. The building and setting of all forms and centers for brick and masonry. The fabrication and erection of all concrete forms and decking, and the dismantling of same (per International Agreement) when they are to be reused. The cutting and handling of all falsework for fireproofing and slabs. Where power is used in the setting or dismantling of forms, all handling and signaling shall be done by carpenters. The setting of wood templates for anchor bolts for structural members and for machinery, and the placing, leveling, and bracing of these bolts. All framing in connection with the setting of metal columns. The setting of all bulkheads, the setting and fabrication of screeds and stakes for concrete and mastic floors where the screed

is notched for fitted or made up of more than one member. The making of forms for concrete blocks, bulkheads, figure posts, rails, balusters, ornaments, building construction, heavy construction and open construction, etc.

The handling of rough lumber from the nearest point of distribution. The handling of fixtures and finished lumber from the delivery truck. The building and moving of all scaffolding, runways and staging where carpenters' tools are used, the building from the ground up of all scaffolds including metal and specially designed scaffolding. The building and construction of all hoist and derricks made of wood; the making of mortar boards, boxes and trestles; all shoring, razing, and moving of buildings.

The cutting or framing of the openings for pipes, conduits, ducts, etc. where they pass through floors, partitions, walls, roofs, or fixtures composed in whole or in part of wood. The laying out, making and installing of all inserts and sleeves for pipes, ducts, etc., where carpenters tools and knowledge are required. The making and installing of all wooden meter boards, crippling, and backing for fixtures. The welding of studs and other fastenings to receive material being applied by carpenters.

The installation, of all grounds, furring or stripping, ceilings, and sidewalls, etc., the installation of all interior and exterior trim or finish of wood, aluminum, kalamein, hollow or extruded metal, plastic, doors, transoms, thresholds, windows and glazing on the basis of past practice. The setting of jambs, bucks, window frames of wood or metal where wood braces or wedges are used. The installation of all wood, metal, or other substitutes of casing, molding, chair rail, wainscoting, china closets, base or mop boards/ wardrobes/ metal partitions as per National Decisions or specific agreements, etc.

The complete laying out, fabrication and erection of stairs. The making and erecting of all mortising and application of all hardware in connection with our work. The assembling and setting of all seats in theaters, halls, churches, schools, auditoriums, grandstands, and other buildings. All bowling alley work.

The manufacture, fabrication, and installation of all screens, storm sash, storm doors, and garage doors; the installation of all weather-stripping, inside and outside blinds, altering and repairing same, the installation of wood, plastic, or metal awning, door shelters, jalousies, etc.

The installation of all material used in drywall construction such as plasterboard, all types of asbestos boards, transite and other composition boards. The application of all materials which serves as a base for acoustic tiles, except plaster. All acoustical applications as per National Decisions, or specific agreements. The building of all barricades.

The installations of rock wool, cork, and other insulation material used for sound or weatherproofing. The removal for caulking and replacing of staff bead and brick mold and all Oakum caulking, substitutes, etc., and all other caulking in connection with carpenter work.

The installation of chalk boards as per National Decisions, and local agreements.

The operation of all hand operated winches used to raise wooden structures.

The erection of porcelain enameled panels and siding.

The sharpening of carpenters' hand or power tools.

ARTICLE III FOREMAN

III.1 There shall be a Carpenter Foreman at all times. In the event that the regularly designated foreman has three consecutive unscheduled absences, on the third day the employer shall designate one of the Journeymen covered under this Agreement to serve as foreman until the regular foreman returns to work. Absences will only be considered unscheduled when the employer does not have advance notice of the absence, which does not include personal leave, vacation, or other absences approved by or known to the employer in advance.

III.2 The temporary foreman shall be compensated at the foreman's rate for whatever period he serves as such.

III.3 The Carpenter Foreman shall make all work assignments to the carpenters, unless work is otherwise assigned by the employer.

ARTICLE IV STEWARDS

IV.1 There shall be a steward for the carpenters at all times during working hours who shall assist in the coordination of efforts in behalf of the best interests of all concerned. He shall be the only authorized representative on the job of the Union and there shall be no discrimination against him because of his activities in behalf of the Union. He shall have the privilege during working hours of checking any and all men doing carpenter work and the material on the job to be used; however, such privilege will be granted upon having been requested, and after he has first notified the Supervisor of Operations. He shall conscientiously attempt at all times to eliminate any infraction of the Agreement. He shall report any infraction of this Agreement, city, state, or federal laws that may come to his attention. He shall take the proper action to avoid jurisdictional disputes with authority from the business agent. It is further agreed, that where preference can be shown on the assignment of overtime, such preference shall be given the Steward.

IV.2 The official business agents of the Union shall have the right to go on all jobs where building tradesmen are employed and they may consult with the steward at all times. The agent will first notify the principal of the building that he is on the premises.

IV.3 The Employer agrees to comply at all times with all state and federal laws and statutes pertaining to Workers' Compensation Laws in Ohio, Withholding Tax.

IV.4 The responsibility for the purchase of all safety equipment required under Industrial Commission Bulletin IC-3 shall be assumed by the Employer.

ARTICLE V CHECK OFF OF UNION DUES

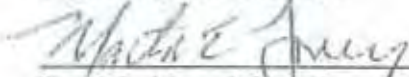
V.1 The District will only make dues deduction from employees who have affirmatively consented to such deduction, this must be done pursuant to individually signed and unrevoked voluntary check-off authorization cards in forms agreed to by the Employer and the Union. The Employer will furnish the Union with a copy of the membership list, upon request, and promptly remit the dues to the Union each month. The dues deduction shall become effective in the first full pay period after the District receives a copy of the proper legal authorizations for such deductions.


V.2 The Union and the District acknowledge that the District can only make a deduction from an employee who has affirmatively consented to such deduction. In this regard, the District and the Union will discuss in good faith the effects of an employees' expressed intent to the District that the employees no longer desire to be a member of the Union, and have Union dues, fees, and assessments withheld from their paychecks.

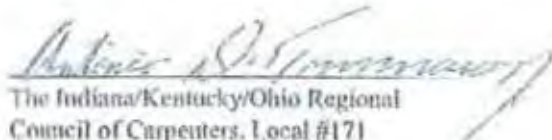
V.3 Deduction shall be made only in accordance with the provisions of said Authorization and Direction form, and in the amount of \$17.00 per month.


V.4 The union shall indemnify and save harmless each Employer against any claims made on account of action taken by such Employer in reliance upon information or forms furnished by the Union hereunder.

FOR THE ASSOCIATION:


The United Association of Journeyman and
Apprentices of the Plumbing and Pipe Fitting
Industry Local #396
Matty E. Loney


Justin M. Jennings, Chief Executive Officer


The Indiana/Kentucky/Ohio Regional
Council of Carpenters, Local #171
Antonio DiTommaso, Jr.

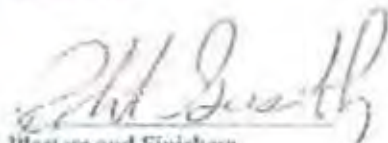

Jeremy J. Batchelor, Chief of Staff


International Brotherhood of Electrical Workers
Local #64
Scott Satterlee


Aaron Domic III, P-5 Executive Director


International Union of Painters & Allied Trades
Local #476
James Taylor


Michael Sernulka, Business Manager


Plasters and Finishers
Local #526
Robert Gierst

FOR THE DISTRICT:

	Skilled Trades Wage Grid		
	FY23	FY24	FY25
Foreman	29.212	30.112	31.012
Journeyman	27.877	28.777	29.677