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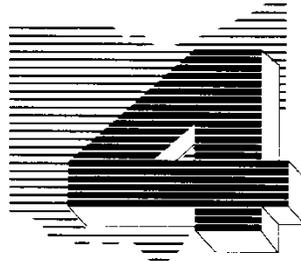
02/10/2014

BETWEEN

MANCHESTER LOCAL SCHOOL DISTRICT

And

**OAPSE/AFSCME LOCAL 4/AFL-CIO
AND ITS LOCAL #0343**



OAPSE/AFSCME Local 4/AFL-CIO

Effective

July 1, 2013 through June 30, 2016

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ARTICLE 1: MASTER AGREEMENT

This Agreement is made and entered into by and between the Board of Education of the Manchester Local School District, hereinafter referred to as the “Board” and the Ohio Association of Public School Employees (OAPSE) and its affiliate, the Ohio Association of Public School Employees Local 343, of which is hereinafter referred to as the “Association.”

ARTICLE 2: RECOGNITION

The Board of Education of the Manchester Local School District hereby recognizes the Ohio Association of Public School Employees on behalf of Local 343 as the sole and exclusive bargaining representative for all full time contracted and short hour contracted employees now employed or to be employed in the following classifications:

1. Custodians
2. Bus Drivers
3. Food Service/Cashier
4. Aides
5. Bus Mechanics
6. Secretaries
7. Maintenance Engineer

Short hour contracted employee being defined as working at least 25 hours a week in a defined contract position.

Excluded from the bargaining unit is any supervisory staff. Supervisory staff shall be defined as administrative assistant, district technology coordinator, supervisor of facilities and transportation, and those non-certificated employees who hire, fire, discipline, direct, evaluate and/or participate in or recommend such action and certificated/licensed staff.

ARTICLE 3: PRINCIPLES

Full-time or regular short-hour non-teaching personnel have the right to join in, participate in, and assist the Association and the right to refrain from such; but membership shall not be a prerequisite for employment or continuation of employment of any employee.

ARTICLE 4: BOARD (MANAGEMENT) RIGHTS

The Board has the responsibility and shall exercise at all times its exclusive authority to manage and direct the District in all operations and activities of the school district to the full extent authorized by law. The exercise of the powers, rights, authority, duties and responsibilities conferred upon the Board by law and the adoption of such policies, rules, and regulations as the Board may deem necessary shall be lawful and proper except to the extent that the exercise of any such authority, duties, or responsibilities is limited by a specific provision of this Agreement.

ARTICLE 5: NEGOTIATION PROCEDURES

A. Negotiation Teams

The Board, or the designated representative of the Board, will meet with representatives designated by the Association for the purpose of discussing and reaching agreement. Each party shall not exceed five (5) in number. All negotiations shall be conducted exclusively between said teams. Neither party shall have the control of the selection of the other party's team members. While no final agreement shall be executed without ratification by the Association and adoption by the Board, the negotiating team will have the authority to make proposals, consider proposals, and determine items acceptable to both parties involved in negotiations.

Up to one (1) consultant may be used by each of the parties in any of the negotiation meetings in an advisory capacity. Each party will give the other at least three (3) work days advance notice of the name and expertise of any consultant who will attend a negotiating meeting. Consultants will not be permitted to enter into discussions unless both parties agree to permit them to address the teams.

The expense of such consultant shall be borne by the party requesting or hiring them.

Necessary clerical assistance may be provided if both parties agree and, if such is the case, the cost will be shared equally by the Board and the Association.

If mutually agreed by the Board and the Association, members of the negotiating committee shall be released from school duties to attend negotiating meetings. Members of the negotiating committee released from duties by mutual agreement shall not suffer any loss of pay. Such meetings shall be scheduled so as not to interfere with normal school schedules whenever possible.

B. Authority to Negotiate

The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make and consider proposals and counterproposals, and to make concessions in the course of negotiations so as to reach agreements.

C. Exchange of Information

Prior to and during the period of negotiations, or impasse provision, the Board and the Association agree to provide to each other, upon request, all regularly and routinely prepared information concerning the issue(s) under consideration.

D. Request for Meeting

Upon receipt of a written request for a meeting, either party will have five (5) days to reply to the request. A meeting date shall be agreed to within fifteen (15) days of such

request. Such request shall be made not more than 180 no less than 90 days prior to the termination of this contract. All days referred to in this section shall be calendar days.

E. Submission of Issues

All issues for negotiations by the Association shall be submitted in writing at the first meeting and the Board shall submit in writing to the Association all of its issues for negotiations at the first meeting. No additional issues shall be submitted by either party following the designated meeting unless agreed by both parties.

F. Negotiation Procedures

The parties shall meet at places and times agreed upon at the beginning of the prior meeting. Length of meetings as well as times and places of the following meetings shall be agreed upon at the onset of the beginning of each session. All meetings shall be held in Executive Session.

G. Caucus

Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a period of time, not to exceed thirty (30) minutes, to caucus, unless extended time is mutually agreed upon.

H. Progress Reports

During negotiations, interim reports may be made to the Association by its representatives and to the Board of Education by its representatives. Each party will be responsible for requesting that the information from such reports be regarded as only proposals and shall be confidential information within the organization concerned.

I. Item Agreement

As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall be construed as tentative agreement by the parties but shall not be construed as final agreement, and either party may revise or withdraw an initialed item until all items have been agreed to by the respective negotiation teams, and the contract is complete.

J. Agreement

When an agreement is reached through negotiations, the outcome shall be reduced to writing and both parties shall review the Agreement together to determine the accuracy of the transcript. If the Agreement is then in proper form, it shall be submitted to the Association and the Board for ratification and adoption. Both negotiation teams pledge that they will favorably recommend the tentative agreement to the groups that they represent. In the event no tentative agreement is reached by the parties, neither negotiation team shall be required to recommend to their group. When adopted by the

Board, the Agreement shall become part of the official Board minutes and binding on both parties. Said Agreement shall be signed by the Board's representative and by the Association's representative.

Within thirty (30) calendar days from the time the Agreement, ratified by the Association, is presented to the Board, the Board shall take action upon the recommendations submitted. Approval shall be final and shall become part of the official minutes of the Board with implementation by all parties concerned as soon as practical.

K. Disagreement

In the event an agreement is not reached by negotiations after forty-five (45) calendar days of the first negotiations meeting, either party shall have the option of declaring impasse.

Impasse is whenever the parties have stopped talking to each other at the negotiating table or after many bargaining sessions have been held and the position of parties have solidified and the parties have become intransigent pertaining to unresolved negotiation issues.

If impasse is declared by either party, the party declaring impasse shall request the services of Federal Mediation and Conciliation Services to assist in negotiations.

Mediation shall last for forty-five (45) calendar days from the parties' first meeting with the mediator and if an agreement has not been reached, then an impasse shall exist with the Association having the right to strike on those issues being bargained provided the contract has expired, the ten-day strike notice has been given, and the Board shall have the right to implement its last offer.

The Board and Association agree that this impasse process shall supersede all other dispute settlement procedures contained in Chapter 4117 of the Ohio Revised Code.

ARTICLE 6: NO STRIKE NO LOCK OUT

- A. There shall be no strike, slow down, or work stoppage sanctioned by the Association for the duration of this Agreement
- B. The Employer agrees to not lock out employees or prohibit employees from performing their jobs during the pendency of this Agreement.

ARTICLE 7: PAYROLL DUES DEDUCTION

- A. The Board agrees to deduct the Association dues from the pay of full-time and short-hour employees requesting that such deduction be made.
- B. Authorization for Association dues deductions shall continue to be in effect until such time as an employee requests to withdraw from deduction using the authorized agreed-to form available from the Association Representative. The Association and its members will indemnify and hold the Board, its members and designees harmless from any finding or other forms of liability made against the Board, its members and its designees.
- C. Dues shall be deducted in twenty-four (24) consecutive equal installments beginning with the September 15 payroll.
- D. The amount of dues to be deducted for the Association shall be filed by letter, if the amount has changed from the previous year.
- E. All dues, service fees, and chapter fees shall be deducted and sent directly to the OAPSE state organization by the Manchester Local School District Treasurer. This will include one list of deductions to the state OAPSE Chapter and one to the OAPSE Local 343 Treasurer. This should be sent within five (5) working days after payroll deductions.

ARTICLE 8: FAIR SHARE FEE

- A. Sixty (60) calendar days following the beginning of employment or the effective date of this Agreement, whichever is later, or as dictated by the Ohio Revised Code, employees in the bargaining unit who are not members of the union shall pay to the union a fair share fee as a condition of employment with the employer. Such fair share fee shall not exceed dues paid by members of the union who are in the bargaining unit. The union shall notify the employer of the fair share fee amount and of any changes in the fair share fee amounts in the same manner as notification of amounts and changes in the amounts of dues deductions. Fair share fees shall be deducted from the payroll checks of the employees in the same manner as regular membership dues are deducted and forwarded by the employer to the union in the same manner except that written authorization for the deduction of fair share fees is not required.
- B. The Association agrees to indemnify and save the Board harmless against any judgments for any costs, expenses, or other liability the Board might incur as a result of the implementation and enforcement of this fair share section. The Association agrees to assume complete responsibility for resolving any dispute arising out of the dues deduction procedure.

ARTICLE 9: GRIEVANCE PROCEDURE

- A. General: Any member of OAPSE Local 343 shall have the right to file a grievance using the following grievance procedure. Any member shall have the right to present his/her own appeal and be accompanied by a Local Union Representative and/or Association Representative, at any step in the grievance procedure. Any employee shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her grievance.
- B. Definitions: A grievance is defined as any complaint regarding the interpretation or application of a specific provision of this contract.

Work day is defined as a day the District office is open for business.

C. Procedure

Level One: Any employee who has a grievance shall provide oral notice of the grievance to his/her supervisor within ten (10) working days of the occurrence of, or reasonable knowledge of the act or acts that led to the grievance and attempt to resolve the matter informally at that level.

Level Two: If the grievance is not resolved satisfactorily at Level One within seven (7) work days from the date of the decision by the supervisor, the grievant shall set forth the grievance in writing to the supervisor, stating the articles that were violated, the specific facts surrounding the grievance, and the relief sought utilizing the proper grievance form. The supervisor shall communicate his/her decision to the grievant in writing within seven (7) work days of receipt of the written grievance.

Level Three: If the grievance is not resolved to the satisfaction of the grievant at Level Two, the grievant may appeal the decision to the Superintendent or his designee within seven (7) workdays of the date of the supervisor's decision. The appeal must be in writing and must set forth the grounds stating the articles that were violated and the relief sought utilizing the proper grievance form, upon which the grievance is based. The Association's Grievance Committee may assist the grievant with the appeal. The Superintendent shall request a report on the grievance from the supervisor, shall confer with the parties, and upon request, confer with the grievant and the supervisor separately. The Superintendent shall communicate his decision to the grievant, the Association, and the supervisor in writing within seven (7) work days of the receipt of the appeal.

Level Four: If the grievance is not resolved to the satisfaction of the grievant at Level Three, the grievant may appeal the decision and submit the matter to arbitration. The grievant must notify the Superintendent within ten (10)

days of receiving the written decision from Level Three of his/her decision to appeal to arbitration.

The Arbitrator shall be selected from a list provided by the American Arbitration Association (AAA) in accordance with the rules and regulations. The decision of the Arbitrator shall be binding. The cost of the arbitration shall be borne by the loser.

The Arbitrator shall expressly confine himself/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her. The Arbitrator shall have no power to add to, subtract from, change, modify, or amend any of the terms and provisions of this Agreement, or any other written agreements between the Board and the Association.

D. Miscellaneous

1. Failure to file a grievance within ten (10) workdays of its occurrence or knowledge of its occurrence shall constitute a waiver of the grievance.
2. Failure to file an appeal from one step to the next within the time specified herein shall constitute resolution of the grievance in accordance with the decision at the preceding step unless both parties agree to extend the time lines.
3. Failure of the administration to respond to a grievance within the time or manner provided at each level of the grievance procedure shall constitute an automatic appeal to the next step of the grievance procedure.

ARTICLE 10: DISCIPLINE PROCEDURE

- A. No employee shall be disciplined without just cause. Grounds for disciplinary action may include: violation of written rules and regulations of the Board, incompetency, inefficiency, dishonesty, falsification of time-sheets, misuse of leave, drunkenness, substance abuse, immoral conduct, insubordination, discourteous treatment of the public/students, neglect of duty, and other acts of misfeasance, malfeasance, or nonfeasance.
- B. Disciplinary action shall consist of a course designed to improve the quality of the employee. The measures of discipline shall generally follow in the order listed below; however, based on the seriousness and nature of a particular violation, the level of discipline may vary from that set forth below.
1. First Offense: Oral Warning
 2. Second Offense: Written Warning
 3. Third Offense: Suspension
 4. Fourth Offense: Termination

- C. For any disciplinary action above a written warning, no employee shall be disciplined without first having had a hearing with an Association Representative of his/her choice present, if the employee so requests. The employee shall be given a written statement containing the charges and the time and place of the hearing. The written statement shall notify the employee of his rights to Association representation. The employee must sign the statement acknowledging receipt of the statement and date received.
- D. For the purpose of discipline, prior discipline will not be used as the basis for advancing the level of discipline after three (3) years if there have been no incidents of discipline during the three (3) years.

ARTICLE 11: EMPLOYEE EVALUATION

To assist in maintaining a high standard of efficiency, the following evaluation procedures will be implemented.

- A. The formal evaluation shall be completed on the non-certified employee evaluation form.
- B. The employee may write his/her comments on the evaluation form after the evaluation is complete.
- C. Each employee shall sign his/her evaluation form after the evaluation has been discussed with the employee's principal/supervisor. Such signing does not mean the employee agrees with the evaluation.
- D. At a minimum, formal evaluation shall be completed on each employee prior to a change in contract status. Employees on a continuing contract shall be formally evaluated at least every two (2) years.

ARTICLE 12: SENIORITY - BID PROCEDURE

- A. All buildings owned and operated by the Board of Education and staffed by school employees, shall be posted with "Bid Notice and Procedures" in an open area accessible to all employees covered in the bargaining unit.
- B. Upon the occurrence of a vacancy, if the vacancy is to be filled, the vacant positions shall be posted within seven (7) workdays of the occurrence of the vacancy, and it shall be filled within sixty (60) calendar days after the vacancy is posted. Employees desiring the position shall submit their bids to the administrator announcing the bid within seven (7) work days of the date of the posting. When any employee substitutes or otherwise performs work or works in a new position for a period of thirty (30) calendar days, then that position shall be posted and bid.
- C. Seniority, as used herein, is defined as continuous years of service within a job classification, which entitles them to certain considerations and preferences when bidding for vacancies within their job classification and other classifications.

- D. The Association shall be provided the current seniority list of all bargaining unit employees on or before October 1.
- E. If a vacancy occurs within a classification, such vacancy shall be awarded to the employee with the greatest seniority in that classification bidding for the vacant position. Should he/she decline to accept the position, it shall be awarded to the next most senior individual in the classification who has bid on said vacancy. This procedure will be followed until all bidders within the classification have been offered the position. If the position cannot be filled by an employee within the same classification then persons who are presently employed by the Board and who meet the minimum qualifications for the positions shall be eligible for consideration for the vacancy. The position will be filled from those candidates by the individual who the Board or its designee believes to be the most qualified candidate, based upon the job description for the particular position, the necessity for specialized training, and/or the results of any Board initiated job testing. If two persons are equally qualified, the person with the most continuous seniority in the District shall be awarded the position. If no qualified candidate currently employed by the District applies for the vacant position, then the Board may fill the position with a non-employee.

Any employee that transfers to a new classification shall be placed on the increment step of the new classification based upon the number of service years with the District regardless of classification. Employees that were placed by hourly rate before July 1, 2008 will be placed on the increment step of their current classification based upon the number of service years with the District unless being placed on the increment step would cause him/her to suffer loss of pay in which case he/she shall remain on the increment step.

In the event the Superintendent, Principal, Supervisor or employee feels that the employee is not qualified to perform the duties and responsibilities of the vacant position, the employee may be removed after the twenty-ninth (29th) calendar day. Upon removal, the employee will return to his/her former classification and position with all seniority and salary.

- F. The following classifications shall be used for the purpose of defining classification seniority for the purpose of the bid procedure:
1. Custodians
 2. Bus Drivers
 3. Food Service/Cashier
 4. Aides
 5. Bus Mechanics
 6. Secretaries
 7. Maintenance Engineer
- G. When an employee terminates employment with the Board and is subsequently rehired by the Board, the employee will be placed at the bottom of the seniority list in his/her classification.

- H. Anyone newly hired by the Board shall be placed at the bottom of the seniority list in their classification and receive a one-year contract.
- I. The employer agrees to notify the Association when vacancies of position occur by providing the President with a copy of all positions posted. A position shall be considered vacant when an employee has resigned, is terminated, has worked in the transferred or assigned position for over 59 days, and when a new position is established.
- J. The Board will inform OAPSE (President, Association, or Local) of personnel changes, which affect the seniority list.
- K. The Board will inform OAPSE (President, Association, or Local) of each position posted, bids received, and awards rendered.
- L. Bid Procedure Forms will be the standard form for bid positions or classifications.

ARTICLE 13: CONTRACTS

- A. The following employment contract system shall control for employees whose contracts of employment are not otherwise provided by law:
 - 1. Newly hired regular non-teaching school employees, including regular hourly rate and per diem employees shall enter into written contracts for their employment, which shall be for a period of not more than one (1) year. If such employees are rehired, their subsequent contracts shall be for a period of two (2) years; however, any regular contract classified employee must work at least ninety (90) contract days in a school year before the employee will be considered to have been employed for one (1) year and eligible for a two-year contract. This article shall specifically supersede and replace the ORC in this area.
 - 2. After the termination of the two (2) year contract, if the contract of a non-teaching employee is renewed, the employee shall be continued in employment, and the salary provided in the contract may be increased but not reduced unless such reduction is a part of a uniform plan affecting the non-teaching employees of the entire District.

ARTICLE 14: NOTICE OF CONTRACT NON-RENEWAL

The Board of Education shall cause notice to be given of its intention not to re-employ said non-teaching employees, at the expiration of his/her contract. If such notice is not given the non-teaching school employee on or before the 1st of June, said employee shall be deemed re-employed.

ARTICLE 15: BACKGROUND CHECKS

Required background checks for current employees will be paid by the Board of Education.

ARTICLE 16: JOB DESCRIPTION

- A. The Association shall be furnished with a copy of the job description of each classification covered under the terms of this Agreement.
- B. Any changes in job descriptions covered under this Agreement will be discussed in the Labor Management Committee (Article 21) before Board action.

ARTICLE 17: LAY-OFF AND RECALL

- A. All bargaining unit classification and positions shall be filled by employees of the Board.
- B. If it becomes necessary to reduce the number of employees in a job classification due to abolishment of positions, lack of funds, or lack of work, the following procedure shall govern such lay-off.
 - 1. The number of people affected by a reduction in force will be kept to a minimum by not employing replacements insofar as practical for employees who resign, retire, or otherwise vacate a position.
 - 2. Whenever it becomes necessary to lay off employees for reasons as stated above, affected employees shall be laid off according to seniority within the classification, with the least senior employee laid off first. Seniority shall be defined as the uninterrupted length of continuous service with the Board of Education in a particular job classification computed from the latest date of hire or appointment to their present classification. Authorized leaves of absence do not constitute an interruption in continuous service but do not count towards the calculation of seniority. In case of identical seniority, the Administration and the Association shall meet to determine seniority by the flip of a coin.
 - 3. The following classifications shall be used for the purpose of defining classification seniority in the event of a lay-off:
 - a. Custodians
 - b. Bus Drivers
 - c. Food Service/Cashier
 - d. Aides
 - e. Bus Mechanics
 - f. Secretaries
 - g. Maintenance Engineers

4. The Board of Education shall determine in which classifications the layoffs should occur and the number of employees to be laid off. In the classification of layoff, employees on probation shall be laid off before any employee in that classification employed under a continuous contract is laid off. Employees who are laid off in a particular classification and who have at least one year of employment experience with the Board in another classification shall have their names added to the other employment classification seniority list and shall be permitted to bump into that classification if their District seniority is greater than the least senior person then employed in that classification. District seniority shall be defined as the uninterrupted length of continuous service with the Board of Education computed from the latest date of hire.
5. Twenty (20) calendar days prior to the effective date of layoffs, the Board of education shall prepare and post for inspection in a conspicuous place a list containing the names, seniority dates, and classification and indicate which employees are to be laid off. Each employee to be laid off shall be given advance written notice of the lay-off. Each notice of lay-off shall state the following:
 - a. reason for the lay-off or reduction;
 - b. the effective date of lay-off;
 - c. a statement advising the employee of their rights to reinstatement from the lay-off.
6. For the classification in which the layoff occurs, the Board shall prepare a reinstatement list and all employees employed under probationary contracts shall be placed on the reinstatement list in the reverse order of layoff. The name of all employed under a continuous contract status shall be placed on a separate reinstatement list in reverse order of layoff. If an employee laid off has previous working experience with the Board in another classification, that employee shall be placed on a recall list in that former classification as well. Reinstatement shall be made from these lists. Reinstatement shall be made from these lists before any new employees are hired in these classifications. Employees on the continuing contract reinstatement list shall be recalled before any employees on the probationary reinstatement list are recalled.
7. Vacancies which occur in the classification of lay-off shall be offered to or declined in writing by the employees standing highest on the lay-off list before the next person on the list may be considered. Any employee who declines reinstatement shall be removed from the reinstatement list.
8. The employee's name shall remain on the appropriate list for a period of two (2) years from the effective date of lay-off. If reinstated from lay-off during this period, such employee shall retain all previous accumulated seniority and a notice of reinstatement shall be made by registered mail sent to the last known address.

ARTICLE 18: BUS ROUTES

- A. In the event at some later date, (after initial bids are accepted) a new run or a run becomes available because of a driver's termination of employment, it shall be posted for a period of seven (7) work days and bid in accordance with the bid procedure in Article 12.
- B. All bus drivers will be guaranteed three and one-half (3 ½) hours of driving time, plus one-half (½) hour for fueling, cleaning, and pre-servicing the bus. This time shall result in a four (4) hour daily total pay guarantee for bus drivers.
- C. It is understood that all buses must be kept in good driving condition and shall be inspected prior to the opening of school. No driver shall be required to drive an unsafe bus.
- D. Bus drivers shall have the option of compounding their buses at their homes, if their first pickup is closer to their house than the bus garage.
- E. The Board will create a part-time bus driver position pursuant to Article 49.

ARTICLE 19: EXTRA TRIPS

- A. All extra trips shall be assigned by the Principal, supervisor, or designated administrator on a rotating basis from the seniority list.
- B. If a driver does not desire extra trips, he/she shall have the option of withdrawing his/her name from the rotation list. However, if the driver remains on the list, there shall be no trading of positions on the list, unless approved by supervisor, and if the extra run is refused for any reason, the driver's name shall be placed at the back of the list.
- C. There shall be one (1) rotating list established for extra trips based upon seniority. If an employee uses sick leave on a day on which they are assigned an extra run, then the supervisor shall re-assign the extra run to another person. Bargaining unit employees who have a C.D.L. license but whose primary position is not a bus driver, shall not be eligible to be on the extra trip rotation list. However, if no other driver is available to drive an extra run he/she may be assigned the trip after all full-time drivers have been offered the extra trip.
- D. Only those drivers that are full-time drivers with the Board shall be assigned to any route or extra trips, except as set forth in Section H of this article.
- E. All bargaining unit bus drivers (regular full-time drivers) shall have the option of any trip before any other driver is asked except as set forth in Section H.
- F. Extra trips shall be paid at the drivers' regular hourly rate of pay.

- G. Any extra trip assigned shall be for a minimum of two (2) hours.
- H. Charter buses may be used for tournament games, state competitions, transportation covered by a federal or state grant, and any trip exceeding 200 miles one way as long as the trip is paid from the athletic or principal funds or booster/PTO funds. The Board will not pay for charter buses out of the General Fund. Use of charter buses for any other event than those listed above shall require approval from the Union.

ARTICLE 20: WORKERS' COMPENSATION

- A. All employees covered under this Agreement are protected under the State of Ohio Workers' Compensation Act of Ohio in case of injury or death incurred in the course of or arising out of their employment.
- B. An employee injured while performing assigned responsibilities shall report the injury to his/her immediate supervisor within twenty-four (24) hours if possible. When appropriate, the employee may submit an application for benefits to the Bureau of Workers' Compensation.
- C. For absence due to injury, the employee shall have the option of submitting a claim under workers' compensation or using sick leave when an injury occurs as the result of his/her employment with the school district. Any such choice shall be made by filing a signed notice to the effect with the Treasurer. Nothing herein shall preclude an employee from changing to a lost time claim for the injury and stop using sick leave.

ARTICLE 21: LABOR-MANAGEMENT COMMITTEE

- A. There shall be a joint Labor-Management Committee composed of Board representatives and Union representatives. The purpose of this Committee is to meet on an as needed basis to study existing job classifications, job descriptions and responsibilities and to confer on matters of mutual interest.
- B. Such meetings shall be held at times and places as may be mutually agreed upon. Advance requests shall be made at least three (3) days before a proposed meeting date; along with the request shall be the agenda of items to be discussed. The meeting shall not exceed two (2) hours unless both parties agree to extend the meeting time.

ARTICLE 22: ASSOCIATION TIME

The OAPSE President and/or his/her designated representative shall be provided time during the school day with continuity of pay to conduct business with or concerning the Board or its designee providing such absence can be covered by the building administrator in charge of such persons.

ARTICLE 23: ADMINISTRATION MEETINGS

All employees requested to or required to attend any meeting requested by the Administration, held other than during the employee's regularly scheduled work hours shall be with pay at the applicable rate.

ARTICLE 24: OAPSE MEETING ATTENDANCE

Any employee who is regularly scheduled to work when an OAPSE Local Meeting is called shall be permitted to attend the meeting provided he/she notifies his/her supervisor in advance that he/she is attending the meeting and that said employee extends his/her regular work hours in an amount equal to the length of time he/she was away from his/her duties to attend said meeting.

ARTICLE 25: REPORT PAY

In the event an employee is required to report to work for a period which is not contiguous to his/her regularly scheduled work hours, he/she shall be paid at least two (2) hours pay at his/her applicable rate of pay.

ARTICLE 26: OVERTIME

All overtime shall be offered to employees on a rotating basis recognizing seniority using the following formula.

- A. Employees shall be awarded overtime within their own job classification before it is offered to an employee from another classification.
- B. If an employee within a job location declines overtime, it shall be offered to the senior employee within the job classification that the overtime is needed. Such overtime out of location shall be on a rotation basis. (See Article 46.)
- C. All hours over eight (8) in one day and over forty (40) in each week shall be paid at the rate of time and one-half (1.5). For the purpose of this section, holidays, which the employee does not work but for which he/she is compensated, and paid sick leave hours shall constitute hours worked for calculation of overtime purposes. In lieu of overtime pay, an employee may earn compensatory time at the rate of time and one half (1.5) for all hours over eight (8) in one day and over forty (40) in each week.
- D. All work performed on Sundays and holidays shall be paid at the rate of "double" (2) time.
- E. Compensatory time earned shall be taken at a time mutually agreeable between the employee and their immediate supervisor.

ARTICLE 27: SHIFT PAY

Any custodian and maintenance that works at a regular shift where the majority of the assigned hours are after 3:00 p.m. shall be paid an additional twenty cents (\$.20) per hour over the regular rate of pay for all hours worked on that shift.

ARTICLE 28: BARGAINING UNIT WORK

No supervisor or administrative employee may perform any work within the job description of a bargaining unit employee, except in an emergency situation.

ARTICLE 29: CALAMITY DAY

- A. All employees shall be paid double (2) time for all days or a part of a day worked upon approval of the Superintendent or designee when schools in which they are employed are closed due to an epidemic or other public calamity. (Double time is regular time plus actual hours worked.) If an employee arrives at work prior to being notified of a calamity day by the Superintendent or designee, the employee shall be paid for two (2) hours at the employee's applicable rate of pay.
- B. Employees will make up all time over five (5) calamity days without additional pay unless the state adds to or subtracts from the number of calamity days.

ARTICLE 30: PAY DAYS

- A. All employees' pay shall be calculated and paid over a bimonthly period on the fifteenth (15th) day of the month and the thirtieth (30th) day of the month. All employees hired after June 30, 2011 shall have their pay electronically deposited into the bank of their choice. All other employees' pay shall be electronically deposited in the bank of their choice or they shall pay \$2.00 each pay day to receive a paper check. If the 15th or 30th falls on a holiday or weekend, the electronic direct deposit shall be made on the last working day preceding the 15th or 30th. Timesheets will be turned in on the workday following the 15th and the last workday of the month.
- B. During the summer months, if an employee is receiving a paper check, the pay checks will be mailed starting the pay day after school is out and continue until the pay day before school starts provided the employee pays for the postage. Otherwise, the employee may pick up his/her paper pay check at the Treasurer's office.
- C. The final December pay will be paid on the last regular working day before Christmas excluding overtime pay. Overtime pay will be paid in the next regular pay in January.

ARTICLE 31: ASSAULT LEAVE

- A. Assault leave shall be provided to members of the bargaining unit who are absent due to a physical injury resulting from an assault which occurs within the scope and during the

course of the member's employment with the Board. Such leave shall be with pay for a maximum of thirty (30) days per school year and shall not be charged against the sick leave accumulated by an employee.

- B. In order to be eligible to receive Assault Leave, the injured member must provide a written statement from the physician describing the nature and extent of the physical injury and the period of time in the doctor's opinion that the employee must be absent from work.
- C. An employee shall be entitled to accumulate sick leave while on an approved assault leave. The bargaining unit member shall agree to cooperate fully in pursuing any legal or police action by the Board on behalf of the bargaining unit member and/or the Board of Education.
- D. Falsification of either the signed statement of the events or circumstances surrounding the assault or the physician statement shall be grounds for disciplinary action.

ARTICLE 32: OAPSE LEAVE

The Board agrees to permit up to two (2) delegates of OAPSE Local #343 and any employee who is an elected State or District OAPSE Officer, to a maximum of three (3) people, leave of three (3) days to attend the OAPSE Annual Conference with continuity of salary. No other expense will be paid by the Board of Education.

ARTICLE 33: PERSONAL DAYS

- A. Personal leave shall be granted to allow an employee to meet personal obligations which may not conveniently be taken care of at a time other than scheduled work hours.
- B. Three (3) days of unrestricted personal leave shall be granted per school year. Except in the case of an emergency, all requests for personal leave must be made to the Superintendent at least forty-eight (48) hours prior to the date for which the leave is being requested. Personal leave shall not be contiguous to a school vacation, holiday, or for compensated employment unless approved by the Superintendent.
- C. Use of personal leave during the first and last two (2) weeks of school must be approved by the Superintendent.
- D. Bargaining unit employees having unused personal days at the end of each fiscal year shall have his/her unused days converted to sick leave days.

ARTICLE 34: SICK LEAVE

- A. Each person employed by the Board shall be entitled to fifteen (15) days sick leave with pay for each year under contract, which shall be credited at the rate of one and one-fourth (1-1/4) days per month up to an accumulation of two hundred sixty (260) days.

- B. Sick leave may be used for absence due to personal illness, pregnancy, injury, exposure to contagious disease, and for illness or injury to a member of the employee's household, or death of an immediate family member. Immediate family member shall be defined as the spouse, child, stepchild, grandchild, parent, grandparent, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew or member of the employees' household.
- C. Any accumulated sick leave of a person separated from any other public service with the state shall be transferable provided it is transferred within ten (10) years of leaving the previous employer. The maximum that may be transferred is 260 days.
- D. If sick leave is taken by the employee for the employee's own medical condition, after three (3) days, the Board may request a signed statement from the employee's treating physician explaining why the employee cannot perform his/her duties to justify the use of sick leave. If sick leave is taken for the medical condition of a member of the employee's household, the amount of sick leave that may be taken is limited to five (5) consecutive days, unless proper documentation is provided by a treating physician indicating the need for the employee to remain with the member of the immediate household beyond the five (5) days. Sick leave taken for the purposes of death in the immediate family is limited to five (5) days for each death.
- E. Two hundred sixty (260) days of sick leave may be accumulated with one-fourth (1/4) days severance pay.
- F. Members of the bargaining unit will be allowed to donate and transfer a maximum of five (5) days accumulated sick leave to a member or members who have exhausted their sick leave due to a catastrophic illness. Catastrophic, for purposes of this Article, shall mean an individual suffering a terminal illness, an individual who has an extended hospital stay of six months or more, or any other situation as determined by the Sick Leave Bank Committee. The Sick Leave Bank Committee shall be composed of the OAPSE Local President or his/her designee.

ARTICLE 35: SCHOOL CALENDAR

During October of each school year, the Superintendent and two (2) representatives of the Association shall meet to discuss proposed school calendars for the succeeding school year. The Superintendent shall then present to the Association President, by November 1st, no more than two (2) proposed calendars. The Association shall notify the Superintendent within five (5) days of receipt of the proposed calendars as to the number of votes each proposed calendar received. The number of OAPSE votes will be tallied with the MORE votes.

ARTICLE 36: PHYSICAL EXAMINATIONS

- A. The Board agrees that if any employee is required to have a physical examination, the Board of Education will pay the full cost of such examination and associated tests if not fully covered by the health insurance plan.

- B. The physician must be approved by the Board of Education.
- C. Required TB tests after initial employment will be paid by the Board of Education.

ARTICLE 37: CLASSIFICATION PAY

The Board agrees that if any employee is requested to and does perform work in another classification, such employee shall receive their current hourly rate of pay or pay in the classification they are working in at step zero (0) whichever is greater.

This article does not apply to substitutes.

ARTICLE 38: TRAVEL ALLOWANCE

Those members in the bargaining unit receiving a mileage allowance shall be paid the rate, which is recognized allowable by the Internal Revenue Service for business deductions.

ARTICLE 39: LEAVE OF ABSENCE

- A. Upon a written request, the Board of Education may grant a leave of absence for a period of not more than one (1) year for education or professional purposes, and shall grant such leaves where illness or other disability is the reason for the request. The employee, at the end of one (1) year leave, may request one (1) additional year.
- B. A leave of absence may not be utilized by an employee for pursuit of employment outside the school district.
- C. Upon the return of the employee from the leave, the Board may terminate the employment of a person hired for the purpose of replacing the returning employee while he/she was on leave.
- D. If, after the return of the employee from leave, the person employed for the purpose of replacing an employee on leave is continued in employment as a regular employee or if he/she is hired by the Board as a regular employee within a year after his/her employment as a replacement, he/she shall receive credit for his/her length of service with the Board during such replacement period.

ARTICLE 40: SEVERANCE PAY

- A. The Board shall provide severance pay to members of the bargaining unit upon their retirement from the District. Any employee who begins employment with the District on July 1, 2011 or thereafter must have ten (10) years of employment with the District to be eligible for severance pay.

- B. The maximum payment shall be made one-fourth (1/4) of the accumulated and unused sick leave of the retiree.
- C. Such payment shall be based on the member's daily rate of pay at the time of retirement. Payment of severance pay shall eliminate all sick leave credit accrued by the retiree.

ARTICLE 41: CLOTHING ALLOWANCE

- A. Four (4) uniforms per year of Employer's choice for Bus Mechanics, Maintenance Engineers, Custodians, and Cooks with the Cooks getting choice of either slacks or skirt as part of their official uniforms. Employees shall be reimbursed up to \$150.00 per school year upon submission of a receipt to the Treasurer.
- B. Cleaning and maintenance of uniforms will be the responsibility of each employee.
- C. All employees provided uniforms by the Board, two (2) weeks before the start of school shall be required to wear the complete, approved uniform while performing their assigned duties, except for during the summer breaks and all breaks during the school year.

ARTICLE 42: JURY DUTY

- A. In the event an employee is notified to appear for jury duty, he/she shall submit such notice to his/her supervisor as soon as possible.
- B. Time required for the employee to serve as a juror shall be release time not chargeable to either sick leave or personal leave.
- C. The employee shall receive his/her regular rate of pay during the time he/she is required to serve as a juror.
- D. Upon returning to work, the employee shall remit any payment received by the Court to the Board Treasurer.

ARTICLE 43: HOLIDAYS

- A. All employees shall receive the following days of work with pay:

1. New Year's Day	7. Memorial Day
2. Christmas Eve	8. President's Day
3. Christmas Day	9. Labor Day
4. Thanksgiving Day	10. 4 th of July (12-month only)
5. Good Friday	11. Veterans' Day
6. Martin L. King, Jr. Day	

- B. In the event an approved paid holiday falls on a Saturday, the preceding work day will be observed as a holiday and if it falls on a Sunday, the next following work day will be observed as a holiday.

ARTICLE 44: VACATIONS

- A. All employees who work eleven or twelve months per year shall be entitled to vacation time each year at the following schedule:

At least one completed year
but less than eight ----(.83 accumulated each month)----- 2 weeks

At least eight completed years
but less than seventeen ----(1.25 accumulated each month)----- 3 weeks

At least seventeen completed years
but less than twenty-five ----(1.67 accumulated each month)----- 4 weeks

Twenty-five completed years ----(2.08 accumulated each month)- 5 weeks

- B. No vacations as such shall be allowed those employees who are employed less than eleven months in each calendar year, except for the regular unpaid holiday vacations occurring throughout the school year.
- C. More specifically, all vacation schedules for full-time employees shall be subject to the approval of the Superintendent or his/her designee. All vacation requests must be submitted at least twenty four (24) hours in advance of the dates for which the vacation is requested.
 - 1. An employee may elect to carry over unused vacation time, not to exceed a maximum of two (2) years worth of vacation leave.
 - 2. When there are conflicts on vacation requests, the most senior employee shall have first choice regarding taking vacation.
 - 3. No more than a maximum of five (5) weeks can be taken in any one year.
- D. Upon ending their employment with the Board, employees with accumulated but unused vacation days to the maximum set forth in sub-paragraph C. 2. shall be paid at their per diem rate for said unused vacation days.
- E. Employees shall earn vacation monthly on a pro-rated basis. (For example: a twelve month employee with fifteen (15) days vacation earns one and a quarter (1.25) days per month worked).

ARTICLE 45: PEOPLES DEDUCTION

The employer agrees to deduct from the wages of any employee who is a member of the Union, a PEOPLE deduction as provided for in a written authorization. Such an authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deduction made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 46: EXTRA WORK

- A. When there is extra work to be performed the employees working in the same classification will be offered the work first on a rotating basis according to seniority as per the provisions of Article 26.
- B. If no District employee within that same classification accepts the work, or extra work is still available, the extra work will be offered to the employees on the secondary list on a rotating basis according to seniority, as per the provisions of Article 26, provided they are trained and qualified to work in the secondary classification.
- C. If extra work is still available, the work may be offered to a substitute employee.
- D. When an employee calls off due to sickness, personal or vacation leave during the school year when school is in session, a substitute employee will be called in to perform the duties of the classification if it is deemed necessary.
- E. When employees are off due to sickness, personal or vacation leave while school is not in session, work will be offered according to the process set forth above.
- F. Secondary work is utilized to allow classified employees to benefit from additional work. Secondary work is not intended to replace or take the place of full-time positions. The need for secondary work will be determined by the Superintendent.
- G. Secondary work shall be posted and filled each year on a seniority basis giving consideration first to classification seniority, and then district seniority.
- H. After posting for bids under the foregoing paragraphs, if the Board does not receive sufficient bids from eligible employees, the Board may offer the work to outside applicants/substitutes.

ARTICLE 47: DRUG AND ALCOHOL TESTING

- A. When the administration has reasonable cause to believe an employee is under the influence of drugs, alcohol, or other chemical substances while performing his/her

contractual duties, they may require said employee to submit to a drug test. The cost of this testing shall be paid by the Board.

- B. In addition to the above, bus drivers are subject to random testing as per state and federal laws. All other bargaining unit members shall also be subject to random drug and alcohol testing. All employees who are randomly selected to be drug tested shall be compensated for their time for up to three (3) hours at the regular hourly rate of pay.
- C. If the employee refuses to submit to a drug test after being directed to do so, he/she will be terminated.

ARTICLE 48: INSURANCE

- A. The Employee contribution for Health Insurance shall be four percent (4%) effective September 1, 2013, five percent (5%) effective July 1, 2014, and six percent (6%) effective July 1, 2015 for either a single or family plan. The Board shall pay the remaining portion of the premiums for single and family coverage for Health Insurance for all bargaining unit members employed by the Board. If the total premium increases by more than 8% in any year, the insurance committee will meet to mutually agree to changes in the plan to reduce the premium increase to under 8%. If the committee cannot mutually agree to changes to reduce the premium then the parties agree to reopen on the insurance provisions.

If an employee's child who is more than 26 years old is added to the employee's insurance coverage under applicable provisions of state law, the employee shall pay the full cost associated with adding such child.

- B. The Board shall provide a \$40,000 life insurance policy to each employee. The employees shall have the option of purchasing coverage for family members under the same terms as certified employees.
- C. A bargaining unit member employed by the Board on a full-time basis may annually elect to withdraw from the medical/hospitalization and dental/vision insurance package and shall receive a rebate of five thousand dollars (\$5,000). If the employee wants dental/vision insurance, the opt-out rebate decreases to three thousand dollars (\$3,000). This rebate is not available to a bargaining unit member whose spouse is also employed by the District and who is covered under his/her spouse's coverage. The rebate shall be paid with the first payroll check in June of the insurance year in which the employee has opted out. A bargaining unit member who has opted out shall notify the District Treasurer by September 1st. A bargaining unit member who has opted not to participate in the insurance program shall have the right to reenter the program should a qualifying event as defined by the applicable insurance policy occur. Any bargaining unit member reentering the insurance program during the year shall forfeit any rebate.

ARTICLE 49: PART-TIME LABOR

Less than 25 hours per week during the school year.

- A. A part-time position cannot eliminate one of our present positions.
- B. The Board will limit the number of part-time jobs to no more than three (3) at any one time.

ARTICLE 50: WAGES

- A. \$1.00/hour increase effective July 1, 2013
\$0.00/hour increase effective July 1, 2014
\$0.00/hour increase effective July 1, 2015
- B. An employee who uses no personal leave or sick leave days, and is not suspended for disciplinary reasons, during the period of July 1 through June 30 of any one-year period shall receive an incentive bonus as follows:

9-10 month employees	–	\$350.00
11-12 month employees	–	\$425.00

For the purpose of this provision, days missed for the Board approved vacation and jury duty will not count as days missed.

ARTICLE 51: DURATION

- A. This agreement will be for three (3) fiscal years ending June 30, 2016.
- B. This contract constitutes the entire and complete agreement between the two parties. All prior past practices, contracts and agreements are hereby declared null and void.
- C. The provisions of this contract cannot be changed, altered, modified or deleted by either party unless by mutual agreement.
- D. If any provisions of this document or any agreement reached through this document, or any application shall be found contrary to law, then such provision or application shall be deemed invalid, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. In such case, the parties shall meet no later than ten (10) days after any such ruling for the purpose of negotiating the provisions affected.
- E. This contract is executed by the duly authorized representative of the OAPSE Local 343 and Manchester Local School District Board of Education on the 14th day of September, 2013.

FOR THE OHIO ASSOCIATION OF
PUBLIC SCHOOL EMPLOYEES

Michael J. Phipps *9/17/13* *President*
Karen Bailey *9-16-13*
Linda Brown *9-17-13*
Jamie K. Lynch *9-17-13*

FOR THE MANCHESTER LOCAL
SCHOOL BOARD OF
EDUCATION

[Signature]
Frank Ballinger

Manchester Local Schools

2013-2016 Classified Salary Schedule

	Aide	Bus Driver	Cook	Custodian	11 & 12 Month Secretary	Head Cook	Head Custodian	Maintenance	Bus Mechanic
0	\$13.52	\$14.49	\$13.40	\$14.13	\$13.60	\$14.05	\$14.78	\$16.56	\$16.96
1	\$13.71	\$14.68	\$13.55	\$14.26	\$13.81	\$14.21	\$14.92	\$16.95	\$17.14
2	\$13.88	\$14.86	\$13.71	\$14.38	\$14.01	\$14.36	\$15.04	\$17.34	\$17.30
3	\$14.01	\$14.98	\$13.81	\$14.49	\$14.13	\$14.46	\$15.15	\$17.48	\$17.49
4	\$14.13	\$15.11	\$13.91	\$14.61	\$14.25	\$14.56	\$15.26	\$17.62	\$17.68
5	\$14.25	\$15.23	\$14.01	\$14.73	\$14.38	\$14.66	\$15.38	\$17.77	\$17.86
6	\$14.41	\$15.42	\$14.19	\$14.95	\$14.52	\$14.85	\$15.60	\$17.91	\$18.07
7	\$14.56	\$15.60	\$14.38	\$15.17	\$14.65	\$15.04	\$15.83	\$18.06	\$18.28
8	\$14.71	\$15.79	\$14.57	\$15.38	\$14.79	\$15.23	\$16.04	\$18.20	\$18.50
9	\$14.84	\$15.93	\$14.68	\$15.46	\$14.95	\$15.34	\$16.14	\$18.35	\$18.63
10	\$14.97	\$16.06	\$14.79	\$15.54	\$15.11	\$15.45	\$16.24	\$18.49	\$18.77
11	\$15.12	\$16.20	\$14.92	\$15.67	\$15.25	\$15.57	\$16.33	\$18.63	\$18.89
12	\$15.25	\$16.34	\$15.03	\$15.80	\$15.39	\$15.68	\$16.46	\$18.79	\$19.09
13	\$15.38	\$16.47	\$15.14	\$15.94	\$15.54	\$15.79	\$16.59	\$18.95	\$19.29
14	\$15.53	\$16.60	\$15.25	\$16.06	\$15.67	\$15.90	\$16.71	\$19.10	\$19.50
15	\$15.62	\$16.74	\$15.34	\$16.17	\$15.78	\$15.99	\$16.83	\$19.19	\$19.71
16	\$15.70	\$16.87	\$15.43	\$16.28	\$15.89	\$16.08	\$16.94	\$19.28	\$19.92
17	\$15.79	\$17.01	\$15.53	\$16.40	\$15.99	\$16.18	\$17.06	\$19.38	\$20.12
18	\$15.93	\$17.15	\$15.66	\$16.54	\$16.13	\$16.32	\$17.19	\$19.47	\$20.26
19	\$16.06	\$17.28	\$15.79	\$16.67	\$16.26	\$16.45	\$17.33	\$19.56	\$20.39
20	\$16.20	\$17.41	\$15.93	\$16.80	\$16.40	\$16.58	\$17.46	\$19.66	\$20.52
21	\$16.37	\$17.58	\$16.09	\$16.97	\$16.57	\$16.75	\$17.62	\$19.80	\$20.69
22	\$16.54	\$17.75	\$16.26	\$17.14	\$16.74	\$16.91	\$17.79	\$19.93	\$20.85
24	\$16.74	\$17.95	\$16.46	\$17.34	\$16.94	\$17.11	\$17.99	\$20.13	\$21.05