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AGREEMENT

BETWEEN

THE MARTINS FERRY CITY SCHOOL DISTRICT BOARD OF EDUCATION

AND

THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES OAPSE/AFSCME LOCAL 4, AFL/CIO

AND ITS

LOCAL 546

OAPSE AFSCME

SEPTEMBER 1, 2014 - AUGUST 31, 2017

INDEX

ARTICLE	PAGE NO.
ARTICLE 1 - PURPOSE	1
ARTICLE 2 - RECOGNITION	1
ARTICLE 3 - NEGOTIATIONS	2
ARTICLE 4 - GRIEVANCE PROCEDURE	3
ARTICLE 5 - EMPLOYEE RIGHTS	5
ARTICLE 6 - PROBATIONARY PERIOD FOR NEW POSITION	7
ARTICLE 7 - SENIORITY, JOB BIDDING AND TRANSFER	8
ARTICLE 8 - LAYOFF AND RECALL (REDUCTION IN FORCE)	10
ARTICLE 9 - PAY POLICIES AND WORK SCHEDULES	13
ARTICLE 10 - LEAVE POLICIES	15
ARTICLE 11 - INSURANCE	19
ARTICLE 12 - SEVERANCE PAY	21
ARTICLE 13 - HOLIDAYS	21
ARTICLE 14 - CALAMITY DAYS	22
ARTICLE 15 - VACATIONS	22
ARTICLE 16 - UNION SECURITY	23
ARTICLE 17 - UNION RIGHTS	25
ARTICLE 18 - PHYSICAL EXAMINATIONS	26
ARTICLE 19 - BOILER OPERATIONS	26
ARTICLE 20 - BUS DRIVERS	27
ARTICLE 21 - COOKS	28
ARTICLE 22 - STADIUM EVENTS	28
ARTICLE 23 - EDUCATIONAL AND LIBRARY AIDES	28
ARTICLE 24 - WAGES	28
SALARY SCHEDULES	31
ARTICLE 25 - NO STRIKE CLAUSE	33
ARTICLE 26 - ENTIRE AGREEMENT	33
ARTICLE 27 - CONSISTENCY WITH LAW	34
ARTICLE 28 - LABOR MANAGEMENT COMMITTEE	34
ARTICLE 29 - DURATION OF CONTRACT	36

THIS AGREEMENT, made and entered into between the BOARD OF EDUCATION OF THE MARTINS FERRY CITY SCHOOL DISTRICT, hereinafter referred to as Board, and THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES, AFSCME (AFL-CIO) AND ITS LOCAL #546, hereinafter referred to as Union.

ARTICLE 1 - PURPOSE

1.1 The parties understand and agree that the Board of Education is charged by law with the duty and responsibility of operating the public schools within Martins Ferry City School District and that in carrying out those duties and responsibilities, the employment of classified employees is an essential and important function.

1.2 It is recognized further that the rules and regulations of the Board affecting wages, hours and other terms and conditions of such school employees are matters of mutual concern to the Board and the Union as bargaining agent for such employees. It is the purpose of this agreement to establish a collective negotiation procedure which will assure sound and mutually beneficial economic and employment relations between the parties and to provide an orderly and peaceful means of resolving differences between said parties.

ARTICLE 2 - RECOGNITION

2.1 The Board recognizes the Union as the sole and exclusive bargaining agent for all regular non-teaching employees employed by the District with the exception of the Treasurer, Assistant Treasurer, the Director of Buildings and Grounds, the Director of Transportation, the Cafeteria Supervisor, the secretary to the Superintendent, the secretary to the Administrative Assistant and confidential employees of the central office.

2.2 In the event the Board creates a new classification and fills the classification as provided in this agreement, then the Board agrees that the Superintendent or his designee and the President of the Union or his designee will meet in order to determine whether or not the classification should be included in the bargaining unit. If the parties cannot reach agreement then the matter shall be referred to either the State Employment Relations Board or the grievance procedure, Article 4, Step 3 for a decision.

2.3 No non-bargaining unit employees shall perform work normally done by bargaining unit employees if such work will cause a reduction in the number of bargaining unit employees or in the number of regular working hours.

ARTICLE 3 - NEGOTIATIONS

3.1 Negotiations may be initiated either by the Board or the Union by notifying the other party in writing no later than ninety (90) days, nor earlier than one hundred and twenty (120) days, prior to the expiration of this Agreement. Within fifteen (15) calendar days of the receipt of such notice the first negotiation session shall be scheduled.

3.2 The Board and the Union may be represented at negotiation meetings by any number of negotiators, not to exceed five. Neither party shall have control over the selection of the negotiation representatives of the other party. All negotiations shall be conducted by such negotiators. Each party hereto shall have the right to request the admittance of up to two observers or consultants to said meetings. Observers may not speak at such meetings without the consent of both parties. Consultants may speak or consult with members of their negotiating team.

3.3 Upon reaching tentative agreement on all issues the Agreement shall first be submitted to the Union membership for ratification. If ratified, then the Agreement shall be submitted to the Board for adoption.

3.4 Usually negotiations will be conducted after regular working hours. All meetings shall be scheduled so as not to interfere with normal school schedules, wherever possible. An employee member of the negotiating committee will be paid by the Board for time spent in negotiations, if the Board insists that the negotiating meeting be held during that employee's work hours. Such payment shall be only for the straight time hours he/she would have otherwise worked.

3.5 If tentative agreement cannot be reached on any unresolved issues, either party may declare impasse. Within fifteen (15) calendar days of such declaration of impasse, either party may contact the Federal Mediation and Conciliation Service (FMCS) and request the assistance of a mediator.

3.6 Mediation as described in the Article, constitutes the parties' mutually agreed upon and exclusive dispute settlement procedure and shall operate in lieu of any and all the dispute settlement procedures set forth in the Ohio Revised Code. This Article does not diminish or preclude the legal right to strike.

ARTICLE 4 - GRIEVANCE PROCEDURE

4.1 A grievance is an alleged violation, misinterpretation or misapplication of this Agreement.

4.2 Step One - Within fifteen (15) working days of the time a grievance arises the employee or the Union will present the grievance in writing to his supervisor or the appropriate designated person. Within fifteen (15) working days after the presentation of the grievance, the supervisor or designated representative shall give his answer in writing to the employee.

Step Two - If the grievance is not resolved in Step One, the employee or the Union Representative may within five (5) working days of receipt of the Supervisor's answer, submit to the Superintendent or his designated representative, the answer at Step One with the original grievance statement. The Superintendent or his designated representative shall give the employee or his

Union Representative an answer in writing no later than ten (10) working days after receipt of the written grievance.

Step Three - If the action of the superintendent does not resolve a grievance, such grievant may appeal within ten (10) working days to the Board of Education. The superintendent shall place the matter on the agenda for the next regular meeting of the Board of Education. The Superintendent shall notify the grievant and the Union, in writing, of the date and time of the next regular Board meeting. The Board shall act upon such appeal based upon the arguments presented by the superintendent and the arguments presented by or on behalf of the grievant(s).

Step Four - If the grievance is not resolved at Step Three, the Union may within fifteen (15) working days of the Board's response at Step Three, submit the grievance to Arbitration.

4.3 The Arbitrator shall be selected from a list of arbitrators provided by the Federal Mediation and Conciliation Service (FMCS). Upon receipt of such list, representatives of the parties shall meet to select an arbitrator by the alternate strike method.

4.4 The decision of the Arbitrator shall be final and binding upon both parties to this Agreement. The Arbitrator shall have no power to add to, subtract from or alter any terms of this agreement or render an award contrary to law. All costs for the arbitration shall be shared equally by the local Union chapter and the Board.

4.5 Grievant(s) shall have the right to be represented only by the Union at all steps of the grievance procedure. There shall be no reprisals against any employee for participating in the grievance procedure. Grievances may be withdrawn at any point without prejudice.

4.6 The Union shall receive copies of all written decisions.

4.7 The number of days indicated at each step of the Grievance Procedure shall be considered to be a maximum unless extended by mutual agreement.

A. If the time limits are not met by the grievant, the grievance shall be considered resolved, based on the decision of the previous step.

B. If the time limits are not met by the administration, the grievance shall be considered resolved based on the remedy requested.

4.8 For the purposes of this section the date the grievance arises shall be defined as the date the action was taken which causes the grievance to be filed.

ARTICLE 5 - EMPLOYEE RIGHTS

A. Disciplinary Procedure -Non Probationary Bargaining Unit Member

5.1 Discipline shall be imposed upon non-probationary bargaining unit employees pursuant to this Article.

5.2 When an offense is alleged, the employee's immediate supervisor shall notify the employee of the time and place of an informal conference and the reasons for such conference. If the matter is resolved at this level no further action will be required of the employee or the supervisor.

5.3 No non-probationary employee shall be reduced in pay or position, suspended or removed except for just cause as the same is defined and enumerated in Section 124.34 of the Ohio Revised Code.

5.4 In any case involving reduction, suspension or removal, the Superintendent shall furnish the employee with a copy of the order of reduction, suspension or removal, which order shall state the reasons therefore. A copy of the order shall be filed with the President of the Union.

5.5 Within ten (10) days after following the filing of such order the employee may file an appeal in writing with the Treasurer of the Board who shall:

A. Forthwith notify the Board and the Superintendent of the appeal.

B. Fix a date of hearing of the appeal which shall be within thirty (30) days from and after its filing with the Treasurer.

C. The Board of Education shall affirm, disaffirm or modify the order of the Superintendent.

5.6 In the event of an adverse decision the employee thereafter may appeal as provided in Step 4 of the grievance procedure.

5.7 The employee may have Union representation at any hearing provided for herein.

B - Non Discrimination

5.8 The parties agree that they will work together to prevent any discrimination as to race, creed, color, national origin or ancestry, age, handicap, or sex in hiring practices and assignment to jobs and selection for upgrading. Individuals shall have the right to join or not to join the Union.

C. - Personnel Files

5.9 An employee may request, upon reasonable notice, the right to review the contents of his/her personnel file. The file is to be examined in the administration offices and in the presence of a witness designated by the Administration. Nothing may be removed from the file by the employee. The employee will not be permitted to examine pre-employment references or communications in the file; nor will he be permitted to examine communications between the Board and the Board's legal counsel. The employee may not examine his file during his shift. Each employee shall be given a copy of any derogatory material placed in the personnel file. An employee may file an answer or comment to any material included in the personnel file and such answer shall be attached to the file copy.

5.10 No anonymous material shall be placed in an employee's personnel file. All derogatory materials shall be removed from the employee's personnel file and destroyed after remaining in the file for a period of five (5) years.

D - Political Activity

5.11 There shall be no penalty for an employee participating in partisan political activities and Chapter 124 Ohio Revised Code shall not apply to the bargaining unit.

E - Employee Evaluation

5.12 An employee's job performance will be evaluated a minimum of one time each contractual year with the Board reserving the right to evaluate at other times during the year.

5.13 Any evaluation of an employee's job performance which is to be made a part of his personnel file may be examined by the employee and initialed by him prior to being placed in his file.

5.14 If the employee refuses to initial said evaluation, then a witness to its presentation to the employee and his refusal may initial the evaluation prior to its being placed in his file.

5.15 Within ten days of presentation or examination of an evaluation of his job performance, an employee may present for inclusion in his personnel file his written comments regarding the evaluation.

ARTICLE 6 - PROBATIONARY PERIOD FOR NEW POSITION

6.1 There shall be a probationary period of one hundred twenty (120) calendar days to allow the Board to determine the fitness, adaptability and qualifications of any new employee it may hire to do the work required. If the service of a probationary employee is unsatisfactory, the employee may be removed at any time. During such time a new employee shall have no seniority rights. New employees retained beyond the one hundred twenty (120) day period shall have their seniority computed as of their date of hire. After one hundred twenty (120) calendar days an employee shall attain regular status. In the event of a dispute as to date of hire the following procedure shall be used in the sequence which follows:

(a) Board approval date;

(b) Date application received;

(c) By lot with Union and Board representatives present.

ARTICLE 7 - SENIORITY, JOB BIDDING AND TRANSFER

7.1 When a job vacancy occurs due to retirement, termination, resignation, death, promotion, transfer, or any combination of the foregoing, and the Board determines that it should be filled, or there is creation of a new position, a "vacancy notice" shall be posted within ten (10) working days, for five (5) working days in each building staffed by employees of the bargaining unit.

7.2 Such notices shall be posted in a designated open area accessible to all employees in each building. During summer months, notice of vacancies shall be provided to the President of the Union, and all bargaining unit members by district website.

7.3 Employees desiring a vacant position shall submit their bid to whomever is designated on the "vacancy notice" within the five (5) working days posting period. The "vacancy notice" shall contain a job title, description of duties, salary range, shift, work location(s) and the deadline (hour and day) for submitting a bid.

7.4 If a job posting has been made, the position posted will be filled thirty (30) days of the last day for submission of bids, for the job posted, absent extraordinary circumstances. Reasonable efforts will be made to fill positions bid from within the bargaining unit - which are going to be filled - as soon as possible. The vacant position shall be awarded to the employee having the greatest seniority from among those employees who submit a bid from within the job classification where the vacancy occurs.

7.5 If no employee from within the job classification bids for the job, the job shall be awarded to the qualified employee, as determined by the Superintendent, with the greatest seniority from the remaining members of the bargaining unit. The determination by the Superintendent or his designee as to qualification shall not be made arbitrarily or capriciously. If no bargaining unit member is found to be

qualified for the vacant position, then the Board may proceed as provided in paragraph 7.6 hereafter.

7.6 If no employee within the bargaining unit bids for the vacant position, the Board may hire a new employee for said position.

7.7 Seniority is defined as the length of continuous service as an employee of the Board, from the employee's most recent date of hire by the Board.

7.8 The Board shall make available to the Union a current seniority list of all employees.

7.9 An employee appointed to fill a vacant position shall serve a probationary period not to exceed ninety (90) days. If such employee's performance is not satisfactory, he/she shall be reassigned to his/her former position at the same salary or wage earned prior to his/her appointment to the vacant position. Seniority rights shall not be affected by such eventuality. An employee may, within the first five (5) working days of employment in a new position, return to his/her former position with no loss of seniority at the wage where he/she would have been had he/she stayed in the former position. This provision applies only to employees of the Board of Education who move within the system from one position to another. Employees appointed to fill a position in which they have previously served in the same classification in this school district shall serve a probationary period of forty-five (45) days instead of the ninety (90) days.

7.10 Only employees who are members of the bargaining unit, as defined in Article 2, shall accumulate seniority.

7.11 Any temporary position created by the Board may be staffed by substitute employees and shall not exceed ninety (90) days duration. Any temporary position exceeding ninety (90) days shall be posted for bid. No temporary position shall exceed ninety (90) days without the mutual consent of both parties.

ARTICLE 8 - LAYOFF AND RECALL (REDUCTION IN FORCE)

8.1 For the purposes of this Agreement, the District has fourteen job classifications as follows:

(1) Head mechanic
(2) Bus driver
(3) Head cook
(4) Assistant cook
(5) Server
(6) Maintenance
(7) Custodian
(8) Library Aide
(9) Secretary I
(10) Secretary II
(11) Secretary III
(12) Food services driver
(13) Educational aide
(14) School crossing guards

These job classifications are grouped into the following six classification series, the grouping being based upon similarity in function:

(1) Head mechanic, bus driver, food services driver
(2) Head cook, assistant cook, server
(3) Maintenance custodian
(4) Library aide, Educational aide
(5) Secretary I, Secretary II, Secretary III
(6) School crossing guards

The first job classification mentioned in each classification series is the most skilled position; the remaining job classifications in each classification series being less skilled in the order in which they are shown. If in the future requirements of the State of Ohio, the County or the City mandate a boiler operator's license in order to operate the boilers in the school district buildings, the Board agrees that such position will be a bargaining unit position and that the rate of pay will be bargained but that it shall be no less than twenty-one cents (214) higher each hour than the custodians hourly rate at that time.

8.2 Employees may only be laid off due to a lack of work because of a lack of funds, decline in student enrollment or closing of the schools.

8.3 In the event of a planned reduction in force, the Board shall notify the Union at least thirty (30) calendar days before any layoffs take effect. Within seven (7) calendar days of such notification, a meeting shall be scheduled between the Board and the Union to review the reasons for the layoff, the affected employees and the date of the layoff. Affected employees shall be notified as soon as possible of the imminent layoff.

8.4 In any affected job classification, employees shall be reduced in the reverse order of seniority, with the least senior employee reduced first. Seniority is defined in Article 7, Section 7.7. If a position is eliminated that is held by an employee other than the least senior employee in the job classification, then the employee whose position is eliminated may "bump" and displace a less senior employee in the classification.

8.5 The employee in the affected job classification shall then have the right to "bump" and displace a less senior employee in any job classification in his/her job classification series, providing his/her seniority is greater and he/she has the necessary qualifications, as determined by the Superintendent, to perform the job. All employees affected by the bumping process shall have the same bumping rights to displace a less senior employee as described in this article. All employees who are laid off shall be notified of their bumping rights, in writing, thirty (30) days prior to the effective date of the reduction. The notice shall include a seniority list for the affected classification and classification series. All employee(s) affected by the bumping process shall notify the Board within five (5) work days after receiving the written notice of their bumping rights, which can be provided by the Board either personally or by certified mail, which employee he/she intends to bump. Each subsequent bump shall have five (5) working days to notify the Board which employee he/she intends to bump.

8.6 If an employee is unable to bump within his/her classification, he/she may bump an employee in another classification on the basis of seniority, provided that the employee has previously worked for this employer in the job classification and

the employee has the necessary qualifications as determined by the Superintendent. Any determination by the Superintendent as to qualifications shall not be made arbitrarily or capriciously.

8.7 Any employee bumped or displaced by another reduced employee shall have bumping rights in accordance with the procedure set forth in this Article.

8.8 Bumping will place the affected employee in at least his/her present salary step so that there will be no loss of pay. However, if the "bump" places the affected employee in a lower paying job classification, such employee must accept the lower pay mandated for that job classification.

8.9 Any employee reduced in classification or laid off shall retain recall rights to his/her original classification (at time of initial reduction) for a period of twenty-four (24) months. An employee who resigns, declines an offer to be recalled, or fails to respond to an offer of recall within the time limits of this section shall lose all recall rights.

8.10 The laid off employee shall provide the Administration with his/her current mailing address and telephone number (if available). In the event of a recall, the employee being recalled shall be notified by certified mail and shall have fourteen (14) calendar days from the receipt of such notice in which to respond. Copies of all recall notices shall be sent to the President of the local Union chapter.

8.11 Employees will be recalled by seniority into the same job classification from which they were laid off, or to any lower position within the classification series as openings occur. An employee recalled to a lower position will maintain recall rights to his/her original position (at time of initial reduction).

8.12 No new employees shall be hired, nor shall any current employees be transferred into a job classification until all laid off employees in that job classification are recalled.

8.13 Laid off employees shall retain seniority rights and shall continue to accrue seniority rights for a period of twenty-four (24) months.

8.14 Laid off employees shall be given the first option for substitute work within the system providing they have the necessary qualifications.

ARTICLE 9 - PAY POLICIES AND WORK SCHEDULES

9.1 Forty (40) hours shall be the standard work week.

9.2 All work performed in excess of eight (8) hours in one day or forty (40) hours in one week shall be paid at time and one-half (1 1/2 x) the employee's regular hourly rate. Any holiday for which an employee receives compensation shall count as time worked for the purpose of computing overtime. In lieu of additional compensation, the employee may elect to take compensatory time off in accordance with the Fair Labor Standards Act. However, prior approval must be obtained by the employee from his supervisor before working overtime.

At the time of such approval, the employee must make his election as to whether he chooses compensatory time off or compensation. Compensatory time off shall have administration approval before it is taken but efforts will be made to accommodate the wishes of the employee. Further, compensatory time off shall be taken and applied towards the job wherein the compensatory time has been earned. Employees may not accrue more than four (4) weeks compensatory time. Compensatory time may be carried over but cannot exceed the four (4) week threshold. Bargaining unit members who possess compensatory time below the four (4) week threshold shall have said compensatory time applied to the four (4) week limit. Those bargaining unit members that possess more than four (4) weeks of compensatory time shall within thirty (30) days of ratification of the contract notify his/her supervisor whether they elect to be paid the compensatory time at straight rate or maintain the compensatory time balance. Should the bargaining unit member maintain the compensatory time balance over the allotted four (4) weeks, they shall not be able to earn comp time until they fall below the four (4) week threshold.

9.3 Any employee shall have the right to refuse a request to work overtime, except in emergencies.

9.4 Overtime work shall be rotated as equally as possible among employees within each classification in each building circumstances permitting.

9.5 Whenever an employee is required to perform work in another classification, he/she shall be paid as follows:

A. Subject to the provisions of Article 21, if the job is in a higher paid classification, he/she shall receive the rate for that higher classification at the lowest step of the higher classification; provided, however, that in no event shall the rate be lower than what the employee is currently earning.

B. If the job is not in a higher paid classification, he/she shall receive his/her regular rate of pay.

9.6 The Board shall provide every employee with a job description for his/her classification.

9.7 All work performed on a paid holiday shall be paid at double (2 x) the employee's regular hourly rate. No work shall be performed without prior approval of the employee's supervisor.

9.8 The shift differential payment shall include all maintenance and custodial personnel who are working the night shift; to be considered on night shift, an employee must commence work after 2:00 p.m. The differential shall be $.20 per hour.

9.9 All eight hour employees will receive a one-half (1/2) hour paid lunch. All employees working less than eight (8) hours each day will receive no more than one-half (1/2) hour unpaid lunch.

9.10 Bargaining members will be offered, on the basis of seniority, all summer work beginning with the first day of summer break and continuing through the last day of summer break regularly performed by bargaining unit members. The employees shall be paid at 0 step on the salary schedule for the classification in which they are working. Employees that perform summer work shall not be eligible to apply the hours worked to their employment status with respect to their health insurance classification as set forth in Article 11, Paragraph 11, (A), (B), (C,) and (D). Employees awarded summer work

shall not perform work activities which exceed eight (8) hours per day.

The President of OAPSE Local 546 shall provide the Superintendent, on or before May 1 of each year, a list of those employees who are available for summer work. This list shall be provided to the Superintendent in order of the employees' seniority, with the most senior listed first.

9.11 If the employer intends to cover an absent employee's shift and a substitute cannot be secured, the work shall be offered to other bargaining unit members. The work shall be offered on a seniority basis from a list of employees who have signed up for substitute work. Substitute work shall not conflict with the employee's regular work schedule unless approved by the Administration. The bargaining unit member shall be paid at step zero (0) on the salary schedule for substitute work.

Bargaining unit members who perform the work shall not be eligible to apply the hours worked to their employment status with respect to their health insurance classification as set forth in Article 11. Bargaining unit members awarded extra work shall not perform work activities which exceed eight (8) hours per day unless approved by the administration. Bargaining unit members shall be permitted to work less hours than the absent employee's scheduled shift to keep their number of work hours under eight (8) hour per day.

ARTICLE 10 - LEAVE POLICIES

A. Sick Leave

10.1 Employees are 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. Sick Leave may be taken in one quarter (1/4) day, one half (1/2) day or whole day increments.

10.2 Employees, upon approval of the responsible administrative officer of the school district, may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and, upon approval by the appropriate administrative officer, for absence due to illness or injury in the employee's immediate family. For illnesses or injuries lasting more than five (5)

days, the employee must provide their immediate supervisor a doctor's note setting forth the expected length of the illness/injury which must include an anticipated return to work date.

10.3 Immediate family for purpose of sick leave shall include: spouse, children, father, mother, brother, sister, in-laws, grandparents, grandchildren, legal guardian or any other persons who live in the immediate household and derive their major support from the employee of the Board and if there is no one else available and is the sole responsibility of the employee.

10.4 Unused sick leave shall be cumulative up to two hundred thirty (230) days.

10.5 Unused personal days to be converted to sick leave days to a maximum total accumulation of two hundred thirty-eight (238) days effective January 1, 2009-December 30, 2009; two hundred forty-one (241) days effective January 1, 2010-December 30, 2010; two hundred forty-four (244) days effective January 1, 2011-December 30, 2011.

10.6 Employees shall be provided with the total number of sick leave days that they have accumulated while in the employ of the Board, with the pay check given to all employees in September of each school year.

10.7 Falsification of a sick leave statement or misuse of sick leave shall be grounds for disciplinary action, including dismissal.

B. Personal Leave

10.8 The purpose of restricted personal leave shall be to attend to affairs of an imperative nature, which can be attended to only during the regular workday. Unrestricted personal leave is not qualified by any intent or purpose, except as provided in Section 10.12 hereunder. Personal time may be taken in taken in one half (1/2) day or full day increments.

10.9 Each employee shall be authorized three (3) days of unrestricted personal leave each school year. Unused personal leave shall not accumulate as personal leave.

10.10 An applicant for personal leave is required to use the application form provided by the Board of Education. Requests for personal leave days will be made five

(5) working days prior to the date(s) requested, unless an emergency situation arises.

10.11 Approval may be granted only by the superintendent or superintendent's designee. Any questions regarding the approval or disapproval of personal leave shall be evaluated by the superintendent, who shall render a decision which shall be final.

10.12 A personal leave day shall not immediately precede or immediately follow a regularly scheduled school holiday unless there is an emergency. Such request may be approved only by the superintendent. No personal leave of any kind may be used for the purpose of serving on a jury or working as a board of elections worker.

10.13 Falsification of a personal leave request or misuse of personal leave shall be grounds for disciplinary action, including dismissal.

C. Bereavement Leave

10.14 In case of death and burial of a member of the family, an employee may be absent as follows:

A. Immediate relatives: mother, mother-in-law, father, father-in-law, grandmother, grandfather, grandchild, sister, sister-in-law, brother, brother-in-law, husband, wife, child or anyone who has virtually held the position of parent or child. Three (3) consecutive working days shall be allowed.

B. Less immediate relative: Uncle, aunt, nephew, niece or cousin. One (1) day shall be allowed.

C. Absence from school for death or burial of members of family, as provided herein, will not be charged against accumulated sick leave.

D. Jury Duty Leave

10.15 When it becomes necessary for an employee to accept jury duty, the employee shall be paid the difference between his jury pay and regular salary for the

number of days involved. Such leave shall not be deducted from any other type of leave.

10.16 When granted such leave, the employee shall be replaced by a qualified substitute according to Board adopted policy.

E. Military Leave

10.17 An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

F. Assault Leave

10.18 Employees shall report immediately to their supervisor in all cases of assault suffered by them in connection with their employment.

A. Whenever an employee is absent from school as a result of personal injury caused by an assault arising out of and/or in the course of his employment, he shall be paid his contract salary for the period of such absence for up to one calendar year without having such absence charged to the annual sick leave or accumulated sick leave.

B. Any amount of salary payable pursuant to this Section shall be reduced by the amount of any Workman's Compensation awarded for temporary disability due to the said assault injury for the period for which such salary is paid.

C. The Board shall have the right to have the employee examined by a physician designated by the Board for the purpose of establishing the length of time during which the employee is temporarily disabled from performing his duties; and in the event that there is no adjudication in the appropriate Workman's Compensation proceedings for the period of temporary disability, the opinion of the said physician as to the said period shall control.

D. An employee in an appropriate case and at the request of the School Board shall meet with the County Prosecutor's office and discuss possible

criminal charges in order to be eligible for assault leave. The Administration shall provide the necessary assistance where applicable.

10.19 All authorized leaves shall not constitute a break in service with the Board and employees while on leave shall continue to accrue seniority.

ARTICLE 11 - INSURANCE

11.1 The Board agrees to contribute toward the cost of an employee's medical benefits in accordance with the following formula:

A. Health Insurance (includes prescription drug coverage)

(1) Employees working thirty-five (35) to forty (40) hours per week – 92.5 of the monthly premium

(2) Employees hired prior to January 1, 1984 – 92.5% of the monthly premium

(3) Employees working one (1) to thirty-four (34) hours per week – 85% of the monthly premium.

For employees hired after January 1, 2004, the Board shall contribute to the costs of an employee's health insurance premiums in accordance with the following formula:

(1) Employees working thirty-five (35) to forty (40) hours per week – 90% of the monthly premium.

(2) Employees working eighteen (18) to thirty-four (34) hours per week – 75% of the monthly premium.

(3) Employees working one (1) to seventeen (17) hours per week – 50% of the monthly premium.

B. Dental

(1) Zero to twenty (20) hours – 25%

(2) Twenty-one (21) to thirty (30) hours – 50%

(3) Thirty-one (31) to forty (40) hours – 100%

C. Vision

(1) Zero to twenty (20) hours – 25%

(2) Twenty-one (21) to thirty (30) hours – 50%

(3) Thirty-one (31) to forty (40) hours – 100%

Should an employee elect family vision coverage, he/she will be required to pay the difference between the cost of the single vision plan, as provided herein, and family vision coverage.

11.2 The Board agrees to contribute to the cost of an employee's life insurance benefits in accordance with the following formula:

(1) Zero to twenty (20) hours – 25%

(2) Twenty-one (21) to thirty (30) hours – 50%

(3) Thirty-one (31) to forty (40) hours – 100%

11.3 For those employees hired prior to January 1, 1984, the Board shall pay 100% of he monthly premiums for dental, vision, and life insurance benefits.

11.4 Amounts due for premiums on above listed insurance coverages which are in excess of the amounts paid by the Board shall be paid by the employee by means of payroll deduction. All employees who wish coverage under the respective plans must comply with enrollment and eligibility requirements of the insurer offering the plan.

11.5 All employees who wish coverage under the respective plans must comply with enrollment and eligibility requirements of the insurer offering the plan.

11.6 All insurance benefits listed under the terms of this Article shall remain the same, or greater than, those provided during the term of the previous Agreement between the parties. In no event shall any of the above listed insurance benefits be in any way reduced from those provided during the term of the previous Agreement. It is understood by the parties that the insurance benefits applicable to the previous agreement are those benefits set forth in the Anthem Blue Cross Blue Shield benefit plan effective 10/1/2014. However, the parties agree that during the term of this agreement, co-payments (prescription drug and office visits) including any changes thereto will be as set by the carrier, except, employees co-payments for prescription drugs will be as follows: Fifteen Dollars ($15.00) for office visits; Thirty five dollars ($35.00) for urgent care visits; One hundred dollars ($100.00) for emergency room visits; Ten dollars

($10.00) for generic (tier I) prescription drugs; thirty five dollars ($35.00) for brand-name (tier II) drugs and sixty dollars ($60.00) for non-formulary (tier III) medications. The Board will pay the first $500.00 of the $1,000.00 deductible for single coverage and the first $1,500.00 of the $2,000.00 deductible for family coverage.

11.7 Should, during the term of this Agreement, any benefits not included in this Article be granted to any other bargaining unit recognized by the Board, then such benefits shall be provided on a proportionate basis to the employees recognized in this Agreement.

11.8 At the time of retirement from employment, the employer shall pay one additional month of insurance benefits for the retiree.

ARTICLE 12 - SEVERANCE PAY

12.1 Employees will receive severance pay equivalent to one-fourth (1/4) of their accumulated sick leave at the time of retirement, not to exceed fifty three (53) days effective January 1, 2012 - December 31, 2012; -fifty four (54) days effective January 1, 2013-December 31, 2013; and fifty five (55) days; effective January 1, 2014 - December 31, 2014. Such payment shall be made after the employee receives the first retirement check.

ARTICLE 13 - HOLIDAYS

13.1 All regular bargaining unit employees shall be entitled to the following holidays for which they will be paid their regular salary or regular rate of pay:
Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, Good Friday, Easter Monday and Memorial Day; Martin Luther King's Birthday or President's Day at the option of Union's membership based upon vote of membership on ratification.

13.2 In addition to the holidays designated in Section 13.1, eleven and twelve month employees will be entitled to the Fourth of July as a holiday and will receive a floating

holiday which must be scheduled and approved by the employee's supervisor. Further, effective January 1, 2014, eleven (11) and twelve (12) month employees will be entitled to New Year's Eve Day (December 31) as a holiday. For all said holidays (floating holiday, 4th of July, New Year's Eve Day) employees will be paid their regular salary or regular rate of pay.

13.3 In order to qualify for the holiday to be paid, the employee must work the day before and the day after the holiday, or be properly excused from attendance at work on either or both of those days; provided, further, that the employees, prior to such holidays, ensure that the buildings, cafeterias or other unit under their control, are ready for the commencement of school the day after the holiday.

ARTICLE 14 - CALAMITY DAYS

14.1 In the event that an employee is called out to work during a calamity day, then such employee shall receive compensating time at straight time rates for the time they work.

14.2 In the event of a delay in the commencement of the school day which results from inclement weather, an employee may delay his/her arrival at work provided that if school is held and a calamity day is not declared, all work scheduled to be completed on the employee's abbreviated shift is completed in that work day by the scheduled time. This paragraph shall not apply to bus drivers, to crossing guards, or to any other employee whose activities commence only at the end of a delay.

ARTICLE 15 - VACATIONS

15.1 For the purpose of this section a full-time employee is defined as an employee who is in service for not less than eleven months in each calendar year.

15.2 Full-time employee of the Board shall be entitled to vacation leave with full pay as follows:

(a) Employed six months through one year by June 30 - one week;

(b) Employed one year to five years - two weeks;

(c) Employed five years to ten years - three weeks;

(d) Employed ten years or more - four weeks;

(e) Employed twenty years or more - five weeks.

15.3 Employees earning vacation benefits shall take the earned vacation time off. Vacation time shall not be cumulative.

15.4 All classified personnel have the option of taking their vacation in the summer, or they may take one week during the Christmas vacation or one week during the school year under the following conditions:

(a) Deadline date to apply - June 30;

(b) Shall be based on seniority;

(c) Shall not exceed 25% of eligible employees;

(d) Contingent upon all buildings being adequately prepared and staffed. This shall be decided by the Superintendent of Schools.

15.5 Upon separation from employment the employee shall be entitled to compensation at his current rate of pay for accrued and unused leave to his credit at time of separation.

15.6 In case of death such accrued and unused vacation pay shall be paid to his survivors or his estate as provided by law.

ARTICLE 16 - UNION SECURITY

16.1 Dues Deduction:

(a) The Board agrees to deduct from the wages of employees for the payment of membership dues to the Union upon written authorization individually executed by any employee.

(b) Monthly dues deduction shall be forwarded to the OAPSE State Treasurer along with a list showing the names of those for whom deductions were made and the amount deducted.

(c) The Union agrees to indemnify and save the Board harmless, against any and all claims that may arise out of or by reason of action taken by the Board in reliance upon any authorization cards submitted by the Union to the Board.

(d) To the extent authorized by law, dues deduction authorization shall be irrevocable for a term of one year except that authorization may be withdrawn during a period of ten days each year ending August 31. If dues deduction is not revoked during such period it shall continue for a successive term of one year.

(e) Union dues, as certified to the Treasurer of the Board by the Treasurer of the Union annually by the first week prior to first pay in September, shall be deducted in the following prescribed manner beginning with the first pay period in September. Dues shall be deducted on each of the first two pay periods each month. It is agreed that for dues deduction purposes, the monthly dues shall be divided by two. Dues shall be deducted over twenty-four (24) pay periods for those employees who receive pay over a twelve (12) month period and over eighteen (18) pay periods for those employees who receive pay over a nine month period.

(f) Sixty (60) days following the beginning of employment or the effective date of this Agreement, whichever is later, 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 amounts 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 deduction of fair share fees is not required.

(g) The Union agrees that it will indemnify and hold the Employer harmless from any claims, actions, and demands by any employees arising from the deduction of fair share fees made by the Employer pursuant to this Article and to defend the Employer in any such claims, action, and demands through attorneys selected by the Union. The Employer agrees to accept attorneys selected by the Union for the defense of claims, actions, and demands by any employees arising under this Article.

ARTICLE 17 - UNION RIGHTS

17.1 The Board agrees to continue the payment of wages to the President of the Union and one delegate during their attendance to the annual OAPSE Convention; provided that absence to such convention does not exceed three days.

17.2 The President of the Union or his designee shall receive notice of all special meetings of the Board and shall receive a copy of the agenda at all meetings attended. Minutes of meetings shall be made available upon request.

17.3 The Board will make available to the Union in each building an area on which to post Union information, bulletins or meeting notices.

17.4 In the interest of maintaining communications and a policy of open dialogue between the Administration and the Union, the Superintendent, or his designee, and up to two additional individuals, selected by the Superintendent or his designee, and up to three (3) members of the Union, selected by the Union, shall meet quarterly or, if agreed between the parties, more regularly, to discuss issues of mutual concern. It is expressly understood, however, that if there are no

matters to be discussed or if the parties agree otherwise, the meetings shall not be required. No Union members attending will be permitted to miss work unless mutually agreed, in writing, between the parties.

17.5 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 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 deductions made pursuant to this provision promptly to the Union's Columbus Office 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 18 - PHYSICAL EXAMINATIONS

18.1 The Board will pay for the cost of all physical examinations required of employees as a condition of their employment.

ARTICLE 19 - BOILER OPERATORS

19.1 The Board agrees to pay for the renewal of the boiler license of such employee.

19.2 Boiler operators during weekends, holidays and calamity days shall, as part of their regular duties, be responsible for maintaining the boilers in operating condition as well as ensuring heat for the first day of school after the weekend, holiday, or calamity day as the case may be.

ARTICLE 20 - BUS DRIVERS

20.1 Bus drivers shall receive the additional compensation indicated for performing the duties outlined below:

(a) For routine washing of buses during the school year - the sum of $16.00;

(b) For readying buses for yearly inspection;
the sum of six (6) hours of compensation at the drivers' regular scheduled rate of pay for washing the bus;
the sum of six (6) hours of compensation at the drivers' regular scheduled rate of pay for waxing the bus subsequent to said washing.

20.2 All field trips will be first offered to regular bus drivers. Field trips will be posted and a sign-up sheet provided for the drivers. As the field trips become chronologically available, regular bus drivers may select, by seniority, the trip. Once a driver either refuses a field trip or drives for a field trip, he/she shall be placed at the bottom of the list of regular drivers to be considered for the trips, and the choice for the next field trip will descend to the next senior driver; the purpose is to permit as many regular drivers as possible the right to obtain field trip assignments. The field trip sign-up sheet will be conspicuously posted but the drivers will be responsible for requesting the field trips. If the regular drivers do not request a field trip, it may be offered to substitute drivers.

20.3 In the event a driver is unable to make a field trip which he/she has requested, the next senior regular driver who does not have a field trip assignment may take the trip. If, however, cancellation by the driver scheduled is upon short notice, the bus supervisor shall assign the first driver available to the trip. If a field trip is scheduled on short notice the bus supervisor shall assign the first available driver to the trip.

20.4 Bus drivers have the right to accept a field trip assignment that conflicts with his/her regularly scheduled bus run.

20.5 Drivers who drive extra trips shall be compensated a minimum of two (2) hours per trip.

20.6 Drug and alcohol testing of CDL License Holders shall be in accord with Board Policy. The effects of the Policy have been bargained and the Policy will not be further modified except as required by federal or state law without bargaining the effects of the change.

ARTICLE 21 - COOKS

21.1 Whenever an assistant cook replaces a cook and performs the duties of the latter, the assistant cook will be paid at the cook rate.

ARTICLE 22 - STADIUM EVENTS

22.1 The custodial employee who normally takes custodial care of the stadium shall be entitled to any overtime custodial work required for any events that take place in the football stadium.

ARTICLE 23 - EDUCATIONAL AND LIBRARY AIDES

23.1 Summer work for educational and library aides shall be rotated as equally as possible based upon individual qualifications for the work involved.

ARTICLE 24 – WAGES

24.1 WAGES

24.1 WAGES

Effective September 1, 2014 - four percent (4%) increase across the board.

Effective September 1, 2015 - four percent (4%) increase across the board.

Effective September 1, 2016 - Wage and insurance re-opener

Effective January 1, 2015 each bargaining unit member shall receive a five hundred ($500.00) dollar signing bonus.

Effective January 1, 2016 each bargaining unit member shall receive a five hundred ($500.00) signing bonus.

Signing bonus will be paid in separate checks.

The bonus for 2015 shall be paid within thirty (30) days of the ratification of this Agreement.

The bonus for 2016 shall be paid during the month of January 2016.

Retro pay will be provided in a lump sum but not in a separate check within sixty (60) days of the ratification of the Agreement.

Add a salary step at year 10 for an additional fifteen cents ($.15) per hr.

Add a salary step at year 15 for an additional fifteen cents ($.15) per hr.

Increase bus driver's salary step schedule an additional ten cents ($.10) per hour each year of the pay step schedule.

24.2 Salary Schedules

See Exhibits A, and B attached hereto which include the increases specified in Section 24.1 above.

24.3 Longevity Pay

Employees will receive the following increments upon attaining the stated service with the Board:

(a)	Twenty (20) years	-	$250.00
(b)	Twenty-five (25) years	-	$375.00

Longevity payments shall be made to eligible employees in a lump-sum payment. This payment shall be made in the first pay of December.

24.4 SERS Pick-Up

The Board agrees to pick-up (assume and pay) contributions to the School Employees Retirement System upon behalf of the employees in the bargaining unit under the following terms and conditions:

A. The amount to be "picked-up" on behalf of each employee shall be equal to the current employee contribution required by SERS. Employee's

gross annual compensation shall be reduced by an amount equal to the amount "picked-up" by the Board for the purpose of state and federal tax only.

B. The pick-up percentage shall apply uniformly to all members of the bargaining unit. This is at no out-of-pocket expenses for the Board other than the administration hereof.

C. The pick-up shall become effective the first month after the signing of this agreement and shall apply to all compensation.

D. The parties agree that should the rules and regulations of the IRS, or retirement system change making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.

24.5 Clothing Allowance

Board to provide work uniforms for the mechanic according to the practice in place as of the date of March 11, 1991.

24.6 Me Too

If during the term of this agreement, a wage increase is granted to any other bargaining unit recognized by the Board of Education, then said wage increase shall be provided to members of OAPSE Local 546. It is understood by the parties that should the Board of Education provide a wage increase to any other bargaining unit recognized by the Board, it will be set forth in a percentage increase and in such event; members of OAPSE Local 546 would be entitled to an equal wage increase. It is further understood by the parties that in the event a percentage wage increase is granted to any other bargaining unit recognized by the Board of Education, the corresponding percentage wage increase to members of OAPSE Local 546 would be effective on January 1 of the year following the percent wage increase provided to any other bargaining unit recognized by the Board of Education.

Sunset Clause: Article 24.6 will expire from the contract at the end of the 3-year period August 31, 2017. It will then have to be re-negotiated.

MARTINS FERRY CITY SCHOOL DISTRICT
NON-TEACHING SALARY SCHEDULE
EFFECTIVE SEPTEMBER 1, 2014

	0 YRS	1 YRS	2 YRS	3 YRS	4 YRS	10 YRS	15 YRS
Bus Driver	15.41	15.51	15.61	15.71	15.81	15.96	16.11
Head Mechanic	18.35	18.35	18.35	18.35	18.35	18.50	18.65
Cook: High School	13.32	13.72	14.09	14.47	14.86	15.01	15.16
Cook: Elementary	12.95	13.33	13.72	14.09	14.48	14.63	14.78
Assistant Cook	12.69	13.06	13.44	13.83	14.21	14.36	14.51
Custodian/FS Cleaner	14.13	14.53	14.90	15.30	15.67	15.82	15.97
Educational Aide	12.65	13.04	13.42	13.79	14.19	14.34	14.49
Food Service Driver	12.77	13.15	13.53	13.92	14.29	14.44	14.59
Maintenance	14.81	15.20	15.58	15.95	16.36	16.51	16.66
Server	12.60	12.99	13.37	13.75	14.13	14.28	14.43
Secretary I	13.35	13.74	14.12	14.51	14.85	15.00	15.15
Secretary II	13.00	13.40	13.77	14.15	14.49	14.64	14.79
Secretary III	12.65	13.04	13.42	13.79	14.19	14.34	14.49
School Crossing Grd	8.61	8.96	9.32	9.67	10.03	10.18	10.33
Library Aide	12.65	13.04	13.42	13.79	14.19	14.34	14.49
Bus Attendant	12.14	12.52	12.90	13.29	13.67	13.82	13.97

MARTINS FERRY CITY SCHOOL DISTRICT
NON-TEACHING SALARY SCHEDULE
EFFECTIVE SEPTEMBER 1, 2015

	0 YRS	1 YRS	2 YRS	3 YRS	4 YRS	10 YRS	15 YRS
Bus Driver	16.03	16.13	16.23	16.34	16.44	16.60	16.75
Head Mechanic	19.08	19.08	19.08	19.08	19.08	19.24	19.40
Cook: High School	13.85	14.27	14.65	15.05	15.45	15.61	15.77
Cook: Elementary	13.47	13.86	14.27	14.65	15.06	15.22	15.37
Assistant Cook	13.20	13.58	13.98	14.38	14.78	14.93	15.09
Custodian/FS Cleaner	14.70	15.11	15.50	15.91	16.30	16.45	16.61
Educational Aide	13.16	13.56	13.96	14.34	14.76	14.91	15.07
Food Service Driver	13.28	13.68	14.07	14.48	14.86	15.02	15.17
Maintenance	15.40	15.81	16.20	16.59	17.01	17.17	17.33
Server	13.10	13.51	13.90	14.30	14.70	14.85	15.01
Secretary I	13.88	14.29	14.68	15.09	15.44	15.60	15.76
Secretary II	13.52	13.94	14.32	14.72	15.07	15.23	15.38
Secretary III	13.16	13.56	13.96	14.34	14.76	14.91	15.07
School Crossing Grd	8.95	9.32	9.69	10.06	10.43	10.59	10.74
Library Aide	13.16	13.56	13.96	14.34	14.76	14.91	15.07
Bus Attendant	12.63	13.02	13.42	13.82	14.22	14.37	14.53

ARTICLE 25 - NO STRIKE CLAUSE

25.1 In consideration of the rights and privileges extended to the Union, the Union agrees that it shall not call for nor shall its members participate in a local strike against the school district or the Board.

25.2 If Section 25.1 above is breached by either the Union or any of its members, the Board may, at its sole discretion, terminate any or all of the provisions of this Agreement, in addition to the exercise of its other rights.

25.3 Refusal of the Union or any of its members to cross a picket line established by any other employee organization recognized by the Board as the bargaining agent for other employees within the district shall not be construed as a breach of this agreement.

25.4 The Board agrees that there shall be no lock out of employees during the term of this agreement.

25.5 Any employee not crossing a picket line will not be paid for that period of time her/she does not work.

ARTICLE 26 - ENTIRE AGREEMENT

26.1 This Agreement contains the full and complete agreement between the Board and the Union on all negotiable issues and neither party shall be required, during the term thereof, to negotiate upon any issue whether it is covered or not covered in this agreement unless otherwise mutually agreed.

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

ARTICLE 27 - CONSISTENCY WITH LAW

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

ARTICLE 28 - LABOR MANAGEMENT COMMITTEE

28.1 In an effort to discuss issues and/or solve problems in the work place the Board and the Union agree to establish a Labor Management Committee. Its main function shall be to confer on all matters of mutual concern; to keep both parties to this Agreement informed of changes and developments caused by conditions other than covered by this Agreement.

28.2 The Board or its designated Representative(s) and the Union and/or its designated Representative(s), agree to meet and discuss issues and/or problems concerning the District and Union, excluding the specific terms and conditions included in this Agreement. The Committee shall consist of no more than five members from the Board's team and five members from the Union's team at any scheduled meeting.

28.3 There shall be regularly scheduled quarterly meetings of the Labor Management Committee. In addition, either party may request that the Labor-Management Committee meet to discuss matters of imminent concern. .

28.4 The committee shall not be utilized for the purposes of negotiations or the

adjustment of grievances.

28.5 Either party may request that outside consultants, supervisors and/or Administrators attend Labor-Management Committee meetings to provide information related to the issues to be discussed.

28.6 The meetings of the Labor-Management committee are intended to be informal in nature. In an effort to maintain an atmosphere of free exchange of ideas and concerns, formal minutes of meetings shall not be kept.

28.7 The committee has no power or authority to reach consensus or agreement on any issue without a majority vote of agreement by the membership of Local 546.

28.9 The Labor Management Committee does not replace the grievance process.

The Union agrees to withdraw the grievance filed concerning the 7.5% premium increase for employees implemented by the Board in September 2014 and the grievance concerning the changes in the health insurance plan implemented by the Board on October 1, 2014.

ARTICLE 29 - DURATION OF CONTRACT

29.1 The length of the contract shall be for three years, beginning September 1, 2014 and expiring August 31, 2017.

IN WITNESS WHEREOF, the parties hereto have set their names to duplicate originals hereof by their duly authorized representatives this 27th day of April, 2015.

THE MARTINS FERRY CITY SCHOOL DISTRICT

By: _____
Superintendent

THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES LOCAL #546

By: _____
President