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AGREEMENT

BETWEEN THE

MANSFIELD CITY BOARD OF EDUCATION

AND THE

MANSFIELD SCHOOL EMPLOYEES ASSOCIATION
SCHOOL SUPPORT PERSONNEL

Effective July 1, 2015 to June 30, 2018

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Preamble

The Board of Education of the Mansfield City School District, hereinafter referred to as the Board, and the Mansfield School Employees Association affiliated with the Ohio Education Association and the National Education Association, hereinafter referred to as the MSEA, set forth this Agreement to establish the relationship between the Board and the MSEA and to establish one orderly procedure for the consideration and resolution of matters of concern.

Article 1 - Recognition

- 1.1 The Board recognizes the MSEA as the sole and exclusive representative for all non-certificated school support personnel including maintenance, custodial, secretarial, food service, and paraprofessionals. Excluded from the bargaining unit shall be the Superintendent, Principal(s), Assistant Principal(s), Director(s), Executive Assistant(s), Treasurer, Account Clerk(s), Transportation Employees, Substitute Personnel, Night and Off-Site Adult Education Personnel, District EMIS Coordinator, and all supervisory, confidential, and management employees as defined in Ohio Revised Code 4117.01(F), (J), and (K).
- 1.2 Recognition of the MSEA shall be for the term of this negotiated Agreement.
- 1.3 Representative status of the MSEA may only be challenged according to the rules and regulations of the State Employment Relations Board (SERB) and ORC 4117.07.

Article 2 - Management Rights

- 2.1 The Board hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and of the United States, including, but without limiting, the generality of the foregoing, the right:
 - A. To the executive management and administrative control of the school system and its properties and facilities;
 - B. To hire all employees and, subject to the provisions of this Agreement and applicable law, to determine the conditions for their continued employment, of their dismissal or demotion, and to promote and transfer all such employees.
- 2.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, reasonable rules and regulations, and practices in furtherance thereof, and the use of administrative judgment and discretion in connection therewith shall be limited only by the terms and conditions of this Agreement and Ohio Statutes.
- 2.3 As used in this contract, the term “appropriate administrator” shall mean in the case of custodians and maintenance workers, the Facilities Manager, in the case of food service

workers, the Food Service Manager or Assistant Manager, in the case of paraprofessionals and secretaries assigned to school buildings, the building Principal and, in the case of secretaries at Central Office, Raemelton or West Fifth, the appropriate administrator.

Article 3 - Grievance Procedure

- 3.1 A grievance shall be defined as an alleged violation, misapplication, or misinterpretation of the terms of this written Agreement between the Board and the MSEA.
- 3.2 For the purpose of this article, days, for twelve (12) month employees, shall be defined as regularly scheduled days of work for the classification in which the grievant is employed. However, in the case of a ten (10) month, food service, secretarial, and paraprofessional employees, should a grievance occur at a time which would, due to the application of the time limitations stated in the contract, cause the time lines stated in the contract to run into the subsequent school year, then days shall be defined as administrative workdays. For the purpose of computing deadlines, a day will not be counted on which a grievant or the involved administrator was on sick leave, vacation, holiday, out of the district on assigned school business, or a calamity day was declared.
- 3.3 A grievant shall be defined as an employee, group of employees, or the MSEA alleging that a grievance has occurred. A group grievance must arise from identical circumstances affecting each member of said group.
- 3.4 All employees shall be free from restraint, coercion, discrimination, or reprisal based on the legitimate use of this procedure. A grievant shall have the right to be accompanied by a representative of his/her choosing at each level of the procedure.
- 3.5 Within twenty-five (25) days from the date the grievant knew or reasonably should have known of the event giving rise to an alleged grievance, the grievant shall schedule a Level One/Informal Level Meeting with his/her appropriate administrator for the purpose of resolving the matter.

The grievant shall inform the appropriate administrator that the informal discussion will pertain to a possible grievance. If the grievant fails to schedule such meeting within twenty-five (25) days after he/she knew, or should have known, of the act or condition on which the grievance is based, the grievance shall be considered void.

3.6 Level One/Informal Level

The grievant shall request an informal level meeting with his/her administrator. Within five (5) days of providing the notice, the administrator shall meet with the grievant. Within five (5) days of the meeting the administrator shall provide to the grievant a written response stating the resolution of the problem or a justification for the action taken.

3.7 Level Two/Formal Level

If the grievance is not resolved in Level One, the grievant shall, within five (5) days of receipt of the appropriate administrator's disposition, submit a fully completed grievance form to the Superintendent or his/her designee (Appendix J). The grievance must be signed by the individual grievant, one of the individual employees involved in a group grievance, or the MSEA. Within five (5) days of the receipt of the grievance, the Superintendent or his/her designee shall meet with the grievant. The Superintendent or his/her designee shall issue the grievant and the MSEA a written disposition within five (5) days of the meeting.

3.8 Level Three/Superintendent's Level

If the grievance is not resolved at Level Two, the grievant may appeal the grievance to the Superintendent. Within five (5) days of the receipt of the appeal the Superintendent shall meet with the grievant and the MSEA to discuss the grievance. Within seven (7) days of this meeting, the Superintendent shall render a written decision to the grievant and the MSEA President.

3.9 Level Four/Voluntary Mediation

Upon mutual agreement of the Board and MSEA, mediation will be arranged through the Federal Mediation and Conciliation Services (FMCS) or any other mutually agreed upon mediator prior to arbitration. If the parties agree upon mediation, the time for submitting a request for arbitration will not begin to run until after the mediation. If either party refuses or if voluntary mediation is unsuccessful, the issue goes directly to arbitration in accordance with the contract timelines.

3.10 Level Five/Arbitration Level

A. Within fifteen (15) days of the date of the receipt of either the Superintendent's disposition at Level Three, or notice of unsuccessful conclusion of mediation, the MSEA Grievance Committee may appeal the decision to arbitration. Selection of the arbitrator shall be made through the use of the American Arbitration Association's (AAA) Voluntary Labor Arbitration Rules. The parties may mutually agree to use the American Arbitration Association expedited grievance arbitration procedure.

B. The award of the arbitrator shall be final and binding upon both parties. The arbitrator shall have no power to add to, subtract from, or modify any term or provision of this negotiated Agreement. The arbitrator shall confine the award to the precise issue(s) submitted to arbitration and shall not imply obligations and conditions binding upon the parties not set forth herein.

3.11 All grievances shall be filed, dated, and processed on the appropriate form, which will be made available by the MSEA and the Board.

3.12 Any grievance not filed or appealed within the prescribed time limit shall be deemed

waived or resolved by the administration's last response. Any grievance not answered by the administration within the prescribed time limit may be appealed to the next level. All time limits may be extended by mutual written agreement.

- 3.13 The cost of the arbitrator shall be borne by the party against whom the arbitrator decides.
- 3.14 The MSEA has the right to be present during the adjustment of grievances.
- 3.15 The MSEA President and First Vice-President shall receive copies of all correspondence specified in the procedure, including forms.

Article 4 - Negotiations Procedure

4.1 Scope of Bargaining

Negotiable matters shall be all matters with respect to wages, hours, terms and conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.

4.2 Negotiating Teams

The Board and the MSEA shall each designate a bargaining team consisting of representation from each classification. Up to three (3) consultants may be used by each side at each meeting. Neither party shall have any control over the negotiation or bargaining representatives of the other party. While no final agreement shall be executed without ratification by the MSEA and the Board, the parties will mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and to make concessions in the course of negotiations. All negotiation meetings shall be held in private, between the bargaining teams at mutually agreed to times and places.

4.3 Directing Requests

- A. Any request to open negotiations shall be made in writing no sooner than one hundred and twenty (120) calendar days and no later than ninety (90) calendar days prior to the expiration of the current Agreement. Said requests shall be sent by certified or electronic mail and contain the nature of the request, the name and address of a contact person, and shall be dated. A copy of the request shall be filed with the State Employment Relations Board (SERB) by the initiating party, along with a copy of the current Collective Bargaining Agreement.
- B. The other party shall send a reply by certified or electronic mail within seven (7) calendar days of the receipt of the request. The reply shall contain the name and address of a contact person, the time, the place, and date for an initial meeting, and shall be dated.

4.4 Negotiations Meeting Period

- A. The first negotiation session shall be arranged by mutual agreement and held within fourteen (14) calendar days of the date of the initial request.
- B. At the first negotiation meeting:
 - 1. The first item of business is to exchange proposals.
 - 2. The second item of business is to establish an official agenda, which shall consist of all items submitted at this meeting by the MSEA and the Board teams. Proposals made by either the MSEA or the Board must specify exact language, which will appear in the agreement without supplementation or clarification. Topical listings of items proposed for negotiations shall not be acceptable. After the agenda has been established, no additional proposals may be submitted without mutual consent.

4.5 While Negotiations are in Progress

- A. Progress Reports - There shall be no news releases concerning negotiations or impasse unless by mutual consent. The bargaining teams may keep their appointing parties informed, in confidence, of the progress of negotiations. Prior to and during the negotiations period, the Board and MSEA agree to supply each other available information that is specifically requested routinely prepared within a reasonable period of time.
- B. Good Faith Negotiations - “Good Faith” requires that the MSEA and the Board will be willing to react to each other’s proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. “Good Faith” means the obligation of the representatives of the Board and the MSEA to meet at reasonable times to deal with each other openly and fairly in an effort to reach an agreement on those matters being negotiated. The obligation to meet for the purpose of professional negotiations does not compel either party to agree on a proposal or make a concession.
- C. Tape Recording - No tape recorders or mechanical recording devices shall be permitted in any negotiating session.

4.6 Negotiations Time Limits

- A. Caucus - Upon the request of either party the negotiation meeting shall be recessed to permit the requesting party a reasonable period mutually agreed upon to caucus.
- B. Length - Negotiation meetings shall not exceed three (3) hours in length, unless extended by mutual agreement.

4.7 Agreement

- A. During negotiations, items tentatively agreed upon shall be reduced to writing and initialed by representatives of each team.
- B. When an agreement is reached through negotiations, the outcome shall be reduced to writing and that agreement shall be submitted to the MSEA membership for ratification within fourteen (14) calendar days of said agreement. The Treasurer of the Board shall be notified of the ratification results. If the agreement has been ratified by the MSEA, the Board, at a regular or special meeting, which shall not be more than fourteen (14) calendar days from the receipt of said notice, shall adopt or reject the agreement. If adopted, the agreement shall be signed by the President of the Board and the MSEA negotiations team and made part of the official minutes of the Board. (The resulting agreement shall supersede any conflicting Board policies or regulations.) Said agreement shall be binding on both parties and appropriate provisions shall be reflected in individual contract terms.
- C. Within fourteen (14) days of adoption, each party shall designate three members to a joint committee, which shall meet at the request of either side to organize the provisions of the Agreement.
- D. Within thirty (30) days of the adoption of the agreement or the conclusion of the Joint Committee, whichever is later, the MSEA and Board shall jointly prepare a written copy of the agreement. The MSEA shall be responsible for distributing copies of the agreement to MSEA members. The MSEA shall pay the actual cost of paper used in printing the contract for MSEA members. The Board shall be responsible for copying the agreement.
- E. All present language unless deleted or modified will be incorporated into a successor agreement at such a time a successor agreement is ratified and approved.

4.8 Disagreement/Mediation

- A. Either party may declare impasse on unresolved items at any time after the thirty (30) calendar day negotiations period and any agreed to extension thereof.
- B. Within three (3) calendar days of the declaration of impasse, a joint request will be made to the Federal Mediation and Conciliation Services (FMCS) to appoint a federal mediator to assist the parties.
- C. Any fees and expenses of mediation shall be shared equally by the Board and the MSEA.

Article 5 - Work Schedules

5.1 Calamity Days

On days when a calamity causes the school system to be closed by the Superintendent:

- A. Maintenance employees are required to work.
- B. Head custodians, custodians, head cooks, and secretaries may be required to work. Employees required to work on calamity days must work a minimum of two (2) hours. Employees required to work from two (2) to four (4) hours will receive four (4) hours of compensatory time. Employees who work over four (4) hours will receive hour for hour of compensatory time. Employees working over eight (8) hours on a calamity day will be eligible for overtime pay. If the employee is unable to report to work, the centralized substitute system shall be contacted by the person. Employees on active pay status (not on an unpaid leave) who do not report to work on a calamity day will receive regular pay only.
- C. Paraprofessional, ten (10) month secretaries, and food service employees not mentioned in 5.1.B. will not be required to work on calamity days, but will be required to work the scheduled make-up days.
- D. For the first eight (8) calamity days in a school year, any employee required to report will receive compensation as provided in the article. When the number of calamity days exceeds the eight (8) days allowed, the following guidelines will apply to employees:
 - 1. Twelve (12) month employees are expected to work or select one of these options:
 - Use of a compensatory day
 - If ill, use of a sick leave day
 - Use of a vacation day
 - Use of a personal leave day
 - Use of a deduct (without pay) day
 - 2. Ten (10) month secretaries, paraprofessionals and food service employees do not report to work and will be required to work the scheduled make-up days.

- E. The use of compensatory time earned for work on calamity days shall be arranged between the employee and appropriate administrator with at least five (5) days advanced notice. In emergency situations, exceptions to this notice may be made by the appropriate administrator. Compensatory time earned under this subsection (compensatory time earned on a calamity day) shall be used by August 1 of the following school year.
 - F. In addition to any calamity day pay, if a calamity day is declared in the district or in a building after an employee has reported to work, the employee shall be paid and shall work a minimum of two (2) hours.
 - G. In the event of a non-scheduled delayed start Maintenance, Custodial, and Food Services shall report to work at their regular scheduled time. Paraprofessionals and Secretaries shall adjust their report time by the same amount as the student's delay.
- 5.2 In cases where a school(s) is closed because of a calamity, employees in that school(s) shall report to the appropriate administrator for assignment as necessary: secretaries and paraprofessionals report to the building principal; maintenance and custodial employees report to the Facilities Manager, custodial and food service employees report to the Manager of Food Service. Employees affected by such individual school closings may elect to take the day off without pay.
- 5.3 Reasonable efforts will be made to employ a substitute when an employee is absent. Food Service - Where a substitute is requested via AESOP for scheduled hours at a kitchen and no substitute is available, those hours shall be available for another employee in that kitchen provided that with the additional hours the employee does not work over eight (8) hours in a day or forty (40) hours per week. The hours can only be used during the week the hours are earned.
- Where a substitute is requested via AESOP for a classroom paraprofessional, no substitute is available and another paraprofessional is required to work with the students otherwise under the supervision of the absent paraprofessional, the paraprofessional assuming other duties shall receive the compensation that would have been paid to a paraprofessional substitute.
- 5.4 Employees can take a thirty (30) minute duty free lunch period. Lunch may be taken off the premises provided the employee has the permission of his/her appropriate administrator. Employees who work second and third shifts must take appropriate measures to secure the building if empty while the employee is off premises for lunch. Employees who work second and third shift shall give notice of leaving the premises for lunch by calling or texting the Facilities Manager's cell phone and/or his designee.
- A food service employee is not permitted to leave his/her building or assignment during his/her lunch without authorization from the head cook. A head cook is not permitted to leave his/her building assignment during lunch without authorization from the Manager or Assistant Manager of Food Service.
- 5.5 The school year is defined as the days' students are in session in accordance with the

adopted school calendar.

- 5.6 In the event of employee absences in any one building, the employees in the building shall be assigned their regular duties. In situations when the appropriate administrator has problems, he/she shall have the flexibility to adjust the assignment of the employee. It is understood that an employee is only required to work his/her regular hours.
- 5.7 Full-time employees shall have two (2) uninterrupted ten (10) minute breaks, at times agreed to by the appropriate administrator, other than immediately before or directly after his/her lunch. However, breaks and lunch for paraprofessionals may be scheduled, at the appropriate administrator's discretion, for those paraprofessionals who are employed in a special education setting.

Secretarial Employees

- 5.8 All secretarial employees work eight (8) hours per day. Secretarial employees who work in the schools shall ordinarily begin work at least thirty (30) minutes prior to when the building is open to students, and shall have an uninterrupted thirty (30) minute lunch period. If assigned or required to work during lunch hours, secretarial employees shall be paid one and one-half (1½) times their regular rate of pay for that time. Starting and ending times may vary depending on building needs.

Ten (10) month secretarial employees will begin the contract year ten (10) workdays prior to the first teacher workday of the school year and end the contract year ten (10) workdays after the last teacher day of a school year.

A secretarial employee may mutually agree with the appropriate administrator to work additional days beyond the contract year for either compensatory time, on a one-for-one basis, or additional compensation as stipulated in Section 20.8 of this Agreement.

- 5.9 Secretaries who work at Central Office, West Fifth and Raemelton buildings shall ordinarily begin work at 8:00 a.m. and leave at 4:45 p.m., with a forty-five (45) minute uninterrupted lunch period. The district will make best efforts to ensure that the Central Office is staffed during lunch time hours.

Maintenance and Custodial Employees

- 5.10 A maintenance or custodial employee who has a valid Ohio Boiler Operator's license shall submit a copy of the license to the Personnel Office to be placed in the employee's personnel file.
- 5.11 The normal work week for maintenance employees and custodial employees shall be forty (40) hours in any five (5) consecutive day week.
- 5.12 When custodial or maintenance employees are to be absent, they will give notice via the Facilities Manager, Custodial designee and AESOP system at least twenty-four (24) hours in advance except in cases of illness or emergency. No current non-licensed employee will be used as a substitute where a license is required, because boilers are in operation.

- 5.13 A. Custodial employees acting as a substitute and who are required to fill vacancies other than building checks or permits shall receive the rate of the job being substituted only if such rate is higher than the custodial employee's current rate.
- B. If assigned by the Facilities Manager, custodians who substitute in the absence of the Head Custodian will be paid the Head Custodian rate of pay.

5.14 Overtime

- A. Maintenance employees' and custodial employees' work schedules will not be changed to avoid the payment of overtime; however, the Board may change work schedules during the normal work week to meet unusual scheduling. The Board or designee shall have the right to retain necessary employee(s) needed to perform work in emergency conditions, including snow removal.
- B. A calendar of scheduled overtime events shall be posted in the custodial offices of each building and updated as needed. The calendar will include the name of the individual(s) assigned using the following process.

District custodians interested in overtime will be given the opportunity to sign up on a District list two times each twelve months. The District list will be maintained in the Facilities Manager's office and will include those individuals who have indicated a willingness to work overtime outside of their buildings. The Head Custodian at each building will be responsible to maintain the building list at his/her building (which shall include seniority). On both lists the custodian must indicate the shift(s) he/she is willing and available (the overtime does not occur during the employee's regularly scheduled work time) to work, any license he/she has that relates to qualifications to perform work at a building (for example, a boiler license), as well as whether he/she is willing to work on Saturday, Sunday, or a holiday. The Manager of Maintenance will be provided with a copy of each building list and shall have the responsibility of approving or denying overtime.

Overtime shall be offered on a rotating basis first to custodians on the list within their building according to seniority and, if required, skill to perform the overtime work. For example, if the overtime requires technical skills, training or license, the overtime will be offered on the basis of seniority only to those with the necessary skills.

If no one in the building is available or accepts the overtime, the Maintenance Manager will offer the overtime from the District rotation list on the basis of seniority and, where required, skills.

In the case of an emergency (an event that requires immediate attention) the District may bypass the procedures in this article.

Overtime work that occurs outside of the hours of the second shift shall first be

offered on the basis of seniority to second shift employees in the building where the work is to occur and then to other second shift individuals on the District list.

Any custodian on either list who does not accept an overtime assignment shall be rotated to the bottom of the list. Two refusals of an overtime opportunity in one 6-month period will result in the person being removed from the list for the remainder of the 6-month period.

Unavailability due to assignment (the overtime work occurs during a unit member's assignment) or not answering when a call is made to offer overtime shall not be considered a refusal.

When an employee is absent from work, the District may offer the work to a substitute and if a substitute is not available, will offer the overtime to a unit member.

- 5.15 When activity permits for school use are granted, the employee who will be required to work will be notified as soon as possible. If, for any reason, the permit is cancelled the employee involved will be notified as soon as possible. Maintenance or custodial employees assigned to be on duty shall be paid for one and a half (1½) times their hourly rate for hours worked in excess of forty (40) hours per week. Except for continuation of the workday situation no maintenance or custodial employee shall be required to service a permit for less than two (2) hours pay.
- 5.16 Maintenance and Custodial employees who are regularly scheduled to work four (4) hours or less per day will be reimbursed a maximum of \$100.00 per year for the purchase of uniforms. Maintenance and Custodial employees who are regularly scheduled to work more than four (4) hours per day will be reimbursed a maximum of \$130.00 per year for the purchase of uniforms. Such payment shall be made after the Facilities Manager has received proper receipts verifying the purchase of the uniforms. After the Facilities Manager has verified the receipts, the reimbursement shall be processed through the Treasurer's office.

Employees new to the Mansfield City Schools must successfully complete the probationary period before becoming eligible for the uniform allowance.

Food Service Employees

- 5.17 All full-time food service employees are to work a minimum of thirty (30) hours a week, not including a one-half (1/2) hour lunch period per work day. Starting and leaving times will be determined by the Manager of Food Service in accordance with building time schedules. All food service employees will be scheduled to begin work one (1) day within three (3) workdays prior to the defined school year.

In-service meeting(s)/equipment check(s) may be scheduled by the Manager of Food Service within five (5) calendar days prior to the defined school year. If such meeting(s) is scheduled, the Manager of Food Service shall have the discretion to make attendance mandatory. Food Service employees will be paid for attendance at all such mandatory

meetings.

- 5.18 Any variation from this schedule must have the approval of the Manager of Food Service.
- 5.19 Schools with three (3) or less food service personnel shall be guaranteed a minimum of three (3) hours of work per person per day when the food service program in the building reaches a combined monthly average participation of 255 breakfasts and lunches per day.
- 5.20 The Manager of Food Service shall arrange for the transportation of foods and/or equipment as needed during emergency closings.
- 5.21 Head Cooks will be required to perform any duty in the operation of the food service unit. They may be required to cashier when a substitute cashier is not available.
- 5.22 Food service employees will not be required to launder towels.
- 5.23 On days when adverse weather causes the schools to be closed by the Superintendent, the Head Cook in each school building has the responsibility of assuring proper storage of all food stuffs and contacting the Manager of Food Service by noon in regard to the menu upon the return to school.
- 5.24 Upon request of the Head Cook, a substitute may be hired for any employee required to prepare food for any function other than breakfast and lunch during the normal workday.
- 5.25 When activity permits for school kitchen facilities use are granted, the food service employee who will be required to work will be notified as soon as possible. If, for any reason, the permit is cancelled, the food service employee involved will be notified as soon as possible. Food service employees assigned to be on duty shall be paid at one and a half (1½) times their regular hourly rate for all hours assigned to work. Except for continuation of the workday situation, no food service employee shall be required to service a permit for less than two hours pay.

Whenever a food service employee is held for extra work, he/she shall not be required to take time off during his/her scheduled workday. The food service employee has the right to refuse this extra duty. The Head Cook may elect not to accept this assignment if other qualified food service employees elect to assume the necessary duties.

- 5.26 The Manager of Food Service shall survey annually, all food service employees to determine which food service employees will be available to service building activity permits if the regular building food service employees do not wish to service such permits. Any overtime shall be scheduled by the Manager of Food Service.

- 5.27 Food Service employees who are regularly scheduled to work four (4) hours or less per day will be reimbursed a maximum of \$100.00 per year for the purchase of uniforms/aprons. Food Service employees who are regularly scheduled to work more than four (4) hours per day will be reimbursed a maximum of \$130.00 per year for the purchase of uniforms/aprons. Such payment shall be made after the Manager of Food Service has received proper receipts verifying the purchase of the uniforms/aprons. After the Manager of Food Service has verified the receipts, the reimbursement shall be processed through the Treasurer's office.

Employees new to the Mansfield City Schools must successfully complete the probationary period before becoming eligible for the uniform allowance.

Paraprofessional Employees

- 5.28 Paraprofessional Employees: For the purposes of this contract, the term "paraprofessionals" shall mean all paraprofessionals within the bargaining unit, and shall not be interpreted to create classifications within the classification series.

Paraprofessionals working in the libraries shall be known as library technicians.

- 5.29 Full-time paraprofessionals are scheduled to work a maximum seven (7) hours per day and thirty-five (35) hours per week, excluding a thirty (30) minute duty free lunch period.
- 5.30 Upon request of a paraprofessional employee schedules will be arranged to allow paraprofessionals to attend IEP meetings subject to parental approval.
- 5.31 Paraprofessionals may be reassigned based upon changing needs of a student(s) including a prolonged absence, change in program, placement and/or program delivery, withdrawal of a student, change in student population and altering of student's needs.
- 5.32 A paraprofessional who assists special needs children shall be offered one (1) paid in-service day per year on the educational problems of the special needs child.

Article 6 - General Provisions

- 6.1 Employees shall not be required to use a personal vehicle to transport students or materials for any purpose nor shall any employee be required to substitute/teach in a class. Any employee who drives a Board-owned vehicle is required to submit a copy of his or her driver's abstract to the Personnel Office not later than July 1 of each year. Any employee who becomes uninsurable and is required to drive a Board-owned vehicle and must drive said vehicle as a part of the job, will be placed on unpaid leave with bidding rights for the duration of uninsurability or a maximum of three (3) years, whichever comes first. If upon the expiration of the three (3) years unpaid leave the employee has not bid to another position, the employee will be considered resigned by the Board.
- 6.2 The names and addresses of new employees shall be provided to the MSEA President

within two (2) weeks of Board approval of their contract. Such information shall only be for the official use of MSEA.

6.3 In the event of illness or injury to a student, employees shall not be held liable consistent with the provisions contained in ORC 2744. The following procedure shall be followed:

A. The secretary shall attempt to notify the building administrator and school nurse assigned to that building, if the nurse is in the building.

B. If instructed by the building administrator and/or the school nurse, the secretary shall attempt to notify the student's parent (or other) as designated on the student's emergency medical authorization form.

6.4 The Board shall reimburse full-time custodial or maintenance employees for such licenses necessary to the performance of the position held with the school district and shall pay the cost of bonding insurance where required by the school district.

6.5 Personal tools and/or tool boxes stolen or lost by fire or by act of God in the conduct of Board-authorized business shall be replaced by the Board.

A. Replacement shall be limited to those items enumerated on an itemized list submitted and signed by the employee and on file in the Central Office. Such list shall itemize each tool, which the employee has provided in order to accomplish assigned duties. The list shall contain an estimate by the employee of the value of each item and shall be dated. Each year the Board shall provide each employee with a form to itemize tools as well as a copy of the employee's previous year's list.

B. Replacement shall be contingent on satisfactory proof of loss and/or a completed police report. In case of worn or broken tools, the tool must be turned in prior to replacement.

C. The Board shall allow a maximum of eighty dollars (\$80) per year, per employee, requesting replacement of tools worn out or broken in the course of school business.

6.6 No employee shall be required to report outside his/her regular workday or work week for less than two (2) hours pay.

6.7 Activity permits issued for holidays, as listed in Article 18, shall be paid for at two times (2X) the employee's regularly hourly rate.

6.8 Access to Buildings

A. The representatives of the MSEA will have access to all school buildings and to all employees provided the representatives report to the office during normal hours and do not interfere with normal operations.

- B. The MSEA will have the right to use school facilities where no conflict exists, with the approval of the building principal. The principal of the respective building must be notified in advance of the time and place. The MSEA will pay for any required costs of custodial service.
 - C. The MSEA will have the right to usage of interschool mails including district email and mailboxes for Association business.
- 6.9 The agenda shall be posted to the school website as soon as the final copy is ready to be published. Two copies of the packet shall be provided to the MSEA before the start of the meeting.
- 6.10 At least six (6) months prior to the scheduled opening/building change, Board representatives and MSEA representatives will meet to discuss assignments/logistics of the move as it applies to staffing changes. The implementation of these and other issues, which may arise during the course of these building changes, will be referred to and resolved through Labor Management.
- 6.11 Full-time employees shall be defined as employees who work thirty (30) or more hours per week.

Article 7 - Job Descriptions

- 7.1 The Board will provide each employee with a job description for the position to which the employee is assigned. Each job description shall be limited to the major functions and characteristic duties of the position. Any changes in job descriptions will be reviewed with the MSEA at least ten (10) workdays prior to Board action and distributed to employees within ten (10) workdays following Board action.
- 7.2 Changes and/or updates to job descriptions (covered by this agreement only) will be discussed with the MSEA Labor Management Committee as outlined in Article 14 prior to Board action. The purpose of this discussion is to provide relevant information only.

Article 8 - Job Openings

- 8.1 When the Board determines that a vacancy exists which it intends to fill, notification of the vacancy shall be posted within ten (10) working days of such determination in the main office of each building in which employees in the bargaining unit perform their normal work functions.

The MSEA President will be given a copy of all postings of all vacancies occurring and intended to be filled within the bargaining unit. Additional copies of postings will be provided to the head cooks and head custodians for additional postings in the food service and custodial offices in each school building.

Long-term substitutes shall be used to replace a unit member on a long-term basis only where the unit member may return to work, or where the Board is considering abolishing the

position. In either case, the Personnel Office or Superintendent Designee shall notify the union of its intent to utilize a long-term substitute. When the Board is deciding whether to fill a position, the Board is limited to using the long-term substitute to a four (4) months' duration.

8.2 Vacancies filled by administrative transfer shall not be subject to the requirements of this Article. An administrative transfer shall be a transfer made to improve the effectiveness of the district. Prior to any administrative transfer the President of MSEA and the affected employee will be consulted, and the transfer will be lateral or downward in movement as defined in Article 8.2.C. Otherwise, for any other vacant position that the Board intends to fill, such position shall be posted pursuant to the terms of this Article. The procedure for filling vacancies shall be as follows:

A. The Board will post all job vacancies for a period of five (5) working days. Vacancies will be posted ten (10) working days during the summer (between the last day and the first day of pupil attendance

Each posting shall clearly set forth the qualifications for the position and procedures for application.

B. Any interested employee desiring to bid on a posted job vacancy must do so during the posting period as designated in paragraph A above. Job bids will not be accepted after the posting period has ended. Interested employees are required to apply for the position in the District's online application portal. The MSEA shall be given notice of all job awards within five (5) working days of the award. All employees who bid on a position will be interviewed, providing that they pass any required test. If an employee fails the test, he/she can request a meeting with the appropriate administrator to review the test and discuss recommendations on improving their candidacy for future openings. Upon request from the employee to the appropriate manager in that administrator's office, a reference/study guide shall be given to such applicant at least five (5) days prior to the test. A score of seventy percent (70%) for each section of a test shall constitute a passing grade for such required test. Besides an applicant being able to take any required test when a position is being filled, the district also annually will offer periodic testing for any required tests with a minimum of two (2) such administrations per year.

If any required test has more than one part (for instance, basic skills and math), then the applicant must pass all such parts of the test in order to receive an interview for a position. If an applicant has passed some but not all parts of the test, then the applicant shall not be required to retake any successfully completed parts of such test in a subsequent administration of that test. Once an employee has successfully taken the test, they shall not be required to take the test again except in instances where the job description has been changed.

C. Applicants will be tested for vacancies except on lateral or downward movement as follows:

- Paraprofessionals - when an employee is applying for a position within the same job description.
- Maintenance or Custodial - when an employee is applying for a position within the same job description (i.e., elementary head custodian to elementary head custodian).
- Secretarial - when an employee is applying for a position within the same job category (i.e., 10A to 10A).
- Food Service - when an employee is applying for a position within the same job description (i.e., 2-3 hour to 2-3 hour).

Tests will be developed based on the qualifications listed in the job description. The same test shall be given to all applicants for a position. Job descriptions will be available to all employees for review.

- D. Seniority and qualifications, in accordance with the job description, shall be determining factors in the selection of applicants to fill vacancies based upon the following:

Interview	25 Points
Work Experience/Training	25 Points
Work Record	25 Points
Bargaining Unit Seniority	Up to 10 Points
Classification Seniority	Up to 25 Points

To the extent possible, but taking into account the need to individually assess the strengths and weaknesses of each applicant, interviews for a position shall be consistent among the group of applicants applying for such position and questions during such interviews will be the same.

As used in this division, work experience/training shall consist of an applicant's initial application for employment with the district and any references, and any relevant information the applicant wishes to submit (such as, licenses, continuing education meetings, professional organizational memberships, etc.). In addition, any substituting in the position being sought and/or evaluations of such applicant conducted over the immediately prior twenty-four month period will also be included.

As used in this division, bargaining unit work record shall consist of an employee's attendance record while in the bargaining unit and any disciplinary records imposed within the twenty-four month timeframe as set forth in Section 11.4 (Article 11 - Employee Discipline), subject to any stay periods. With respect to all other applicants, work record shall consist of an applicant's

attendance record at any immediately prior or currently held job and any disciplinary records imposed within the last twenty-four months. Such applicant must submit work record information in order to receive any work record points.

In the point system above, bargaining unit seniority points shall be calculated and awarded as follows: one (1) point shall be awarded for each year in the bargaining unit up to a total of ten (10) points.

In addition, an applicant who is applying for a position in his/her current classification shall receive classification seniority points of one (1) point for each year in that classification up to a total of twenty-five (25) points.

Bargaining unit seniority will be determined in accordance with the provisions of this article. Using the factor point system above, if two (2) or more applicants have the same total points, classification seniority shall prevail. If two (2) or more applicants have the same total points and have the same classification seniority (classification seniority is defined as the most recent first day worked in classification), bargaining unit seniority shall prevail.

If two (2) or more applicants have the same total points and have the same classification seniority and bargaining unit seniority, the applicant to fill the vacancy shall be determined by the flip of a coin.

- E. If an employee applicant is rejected, the reasons must be based upon information contained in the employee's personnel file or based upon judgments made as a result of the determination of qualifications as set out in Section 8.2 (D) above.

Unsuccessful employee applicants will be notified of the results of the bidding process. Within ten (10) days of this written notification, the unsuccessful employee applicant may make a written request to be provided with written reasons for their rejection and recommendations on improving their candidacy for future openings. The written reasons and recommendations will be provided within ten (10) days of the receipt of the request by the unsuccessful employee applicant.

- 8.3 Employees awarded a new job shall serve a trial period of ten (10) days actually worked.

During the trial period, the administration may return the employee or the employee may elect to return to his/her previous job. The return of an employee to his/her previous job shall be subject to the grievance procedure only through Level II. During the trial period, the resulting vacancy will be temporarily filled. Administrative transfers shall be excluded from having a trial period.

- 8.4 The job opening procedure may be grieved but not the judgment of the employer.

- 8.5 No employee shall be considered for a position requiring a license if the employee does not have a valid unexpired license.

- 8.6 Voluntary transfers for lateral or downward movement as outlined in Article 8.2 C may be requested by employees through their Appropriate Administrator. Requests will be directed to the Superintendent for final approval.

Article 9 - Personnel Files

- 9.1 The Board shall maintain the official personnel file system for all employees in the Personnel Office. The purpose of this system is to serve as the official repository of records that are necessary and relevant to the employee's employment and responsibilities. All evaluations shall be retained for five years. Evaluation forms older than five years shall be expunged from the file. Employee evaluations will be maintained with the appropriate administrator and by the Personnel Office, but are considered to be part of the official personnel file.

- 9.2 The Executive Personnel Office shall be responsible for developing necessary rules regarding access to the system, proper placement of material, and the security of the system. Said rules shall be in accordance with ORC 1347.

- 9.3 The employee shall be informed, in writing, when access to the personnel file has been provided to an individual not an employee or agent of the Board or a Board member.

Such notice shall indicate the name of the individual, when available, and date of access and shall be given to the employee prior to the time of requested access, if the employee is available. Such employee shall have the right to be present when his/her records are being reviewed, if the employee is available.

- 9.4 The employee shall have access to his/her file in the Personnel Office at all reasonable times, but in no case, more than one (1) working day after a verbal request has been made. There shall be no charge for access to the system.

- 9.5 The employee shall have the right to be accompanied by a person of his/her choice when reviewing the file, and shall have the right to grant, in writing, access to his/her file to an attorney.

- 9.6 The employee shall have the right to respond in writing to any material in the system. Said response shall be attached to, and shall become a part of, the document that is in the file.

- 9.7 No anonymous letters or materials will be placed in the system.

- 9.8 The employee shall have the right to dispute the accuracy, relevance, completeness, or timeliness of information contained in the system. The Personnel Office must make an immediate investigation as to the validity of the dispute and immediately notify the employee of the result of the investigation and the action taken. Access to personnel files will be in accordance with ORC 149.43 regarding Public Records.

Article 10 - Evaluation

10.1 Evaluations and Observations

The following provisions shall constitute the program for the evaluation and observation of employees for the purpose of improvement in job performance.

- A. Formal evaluations will only be conducted by personnel designated as: building principal, assistant building principal, supervisor, manager, assistant manager, and the Superintendent or his/her designee. Head custodians, head cooks, and maintenance team leaders will not be responsible for employee evaluations but will provide input into the evaluation process. Custodians and food service employees will be evaluated by building principals. Maintenance employees will be evaluated by the Facilities Manager.
- B. Each employee new to the Mansfield City School District shall be observed and evaluated by one (1) or more persons on at least two (2) separate occasions.
- C. All other employees shall be observed and evaluated at least once yearly.
- D. The evaluation form will include a space to summarize deficiencies and a space to summarize progress in correcting deficiencies. The employee may respond on the same form.
- E. Each observation will be followed, when possible, within five (5) workdays by a conference between the employee and the evaluator. The purpose of the conference will be to review the contents of the evaluation form and discuss areas where improvement may be required and/or where progress has been made since previous evaluations. Following such conference, the employee will have five (5) workdays to sign and respond in writing to areas needing improvement. The appropriate administrator will provide assistance to employees in planning efforts to correct any noted deficiencies.
- F. At the evaluation conference, both the employee and the evaluator will be prepared to discuss the employee's performance. An evaluation form will be completed and no information will be added to the form after the employee has signed it.
- G. The evaluation procedure may be grieved, but not the judgment of the evaluator.

Article 11 - Employee Discipline

- 11.1 Discipline shall be imposed on non-probationary employees only for just cause. The probationary period is defined in Section 12.2 of Article 12 - Seniority.
- 11.2 Unless the welfare of students, other district employees, and/or the district are adversely affected, and/or dependent upon the seriousness of the offense, discipline shall be

progressive in nature consisting of the following:

- Recorded Verbal Reprimand
- Written Reprimand
- One-Day Suspension without Pay
- Three-Day Suspension without Pay
- Five-Day Suspension without Pay
- Termination

- 11.3 Discipline less than dismissal will be undertaken for corrective purposes, and shall be administered by administrative personnel.
- 11.4 The Board shall not initiate any disciplinary action for any cause alleged to have arisen more than four (4) years preceding the date that the Board files the notice of disciplinary action.

Disciplinary records which exceed twenty-four (24) months will not be used in future progressive discipline unless:

- A. There has been disciplinary action (except for recorded verbal reprimands) in the preceding twenty-four (24) months, or
- B. The welfare of students, other district employees, and/or the district are adversely affected, and/or dependent upon the seriousness of the offense.

All timeframes in this section shall be stayed in the event a grievance is filed as a result of any disciplinary action administered under this employee discipline policy. The stay shall be lifted only at the conclusion of the grievance process, which may include Level Five arbitration. In the event an employee discipline grievance reaches Level Five arbitration, the stay shall be lifted on the day following the decision of the arbitrator.

- 11.5 When the Board seeks the imposition of a suspension, reduction, or termination, unless the welfare of students, other district employees, and/or the district are adversely affected, and/or dependent upon the seriousness of the offence, a notice shall be made in writing and served in person or by certified mail upon the employee a minimum of three (3) days prior to a conference at which the possible discipline shall be discussed. The notice shall contain:
 - A. The specific charge(s) against the employee which shall include times, dates, and location of chargeable action or omissions.
 - B. The discipline that might be imposed.
 - C. A statement of the employee's right to make use of the grievance procedure to dispute the charges and/or the imposed discipline.
 - D. The right to representation.

- 11.6 The administration shall provide the employee with a written decision within five (5) days following the above predisciplinary conference.
- 11.7 For purposes of this article, an employee who has received disciplinary action must file a grievance within seven (7) days after receipt of the administration's written decision. If the employee does not file the grievance within this seven (7) day limit, the grievance is deemed to be waived.
- 11.8 Recorded verbal reprimands are not subject to the grievance procedure. Written reprimands are subject only to Levels One and Two of the grievance procedure; they are not appealable to Level Four arbitration.
- 11.9 If the Superintendent/designee, at Level Two of the grievance procedure, changes the disciplinary action on which the original grievance was based, the MSEA may modify the grievance to accommodate the change before proceeding to Level Three of the grievance procedure.
- 11.10 A disciplinary grievance may be settled at any time following the service of notice of discipline. The terms of the settlement shall be reduced to writing. An employee offered such a settlement shall be granted three (3) days in which the MSEA President may review the proposed settlement before approving the settlement in writing.
- 11.11 Employees must exhaust the grievance procedure regarding disciplinary actions before pursuing other relief.
- 11.12 For the purpose of this article, "days" shall be defined as is stated in Section 3.2 of Article 3 - Grievance Procedure.

Article 12 - Seniority

- 12.1 Seniority shall begin on the date of the employee's most recent first date of work for the Board. Employees shall continue to accumulate seniority for the duration of all authorized leaves of absence.
- 12.2 New employees shall serve a probationary period consisting of the first sixty (60) days actually worked (i.e., completed workdays excluding paid or unpaid leaves of absence). Those new employees shall not have seniority rights during the probationary period but those who remain beyond sixty (60) workdays shall have full seniority rights effective on their date of hire. During the probationary period, ORC 3319.081(C) will be inapplicable to the contracts of such employees, and such contracts may be terminated at the discretion of the district during the sixty (60) day probationary period. Such decisions will not be arbitrable.
- 12.3 The Board shall provide a seniority list to the MSEA prior to October 1 of each year, placing each employee in the classification in which the employee is currently employed.
- 12.4 The breaking of ties in seniority shall be determined by:

- A. The first day of work in the district.
- B. The date of hire by the Board.
- C. The date on the application form under which they were hired.
- D. The flip of a coin.

Article 13 - Reduction in Force

- 13.1 Prior to conducting a layoff or displacing unit members due to closure of a building, the Board will notify the MSEA. Such notification shall be provided no later than ninety (90) days prior to Board action on the layoff and shall also include a seniority list. The effective date of the layoff shall be determined by the Board, and shall not be sooner than ninety (90) days following Board action. The reasons for the layoff shall be determined by the Board and will be in accordance with the ORC 124.321. For purposes of this article, the terms “days” shall mean calendar days.
- 13.2 The order of layoff will begin with the least senior employee first in the classification and building determined by the Board and continue with the least senior employee in the classification affected by the layoff. Layoffs in a classification will be held to a minimum by the use of normal attrition first.

The procedure for RIF of an employee who is displaced or laid off due to building closure shall be as follows: A displacement list of the employees in the positions the Board determines to reduce will be prepared for the classification affected by the RIF. The list will be prepared according to district seniority.

- 13.3 A. An employee who is to be laid off or displaced by reason of a building closure shall have the option of bumping an employee in his or her current classification that has less seniority or accepting appointment to a vacant position in his or her current classification, if a vacancy exists. If the employee rejects both options, then he or she shall be laid off. If the employee who is to be laid off is the least senior employee in his or her current classification, then such employee must accept appointment to a vacant position in his or her current classification, if such a vacancy exists, or be laid off. If the employee who is to be laid off is the least senior employee in his or her current classification, and if no vacancy exists in such employee’s current classification, then the employee will have the right to bump an employee with less seniority in the next lower classification within the same classification series, provided the employee is qualified in the lower classification in accordance with the job description, and provided the employee has more seniority than the employee who is to be bumped. If such employee chooses not to exercise his or her right to bump into the lower classification, then such employee shall be laid off. The process set out in this Section 13.3 shall be administered by the Board. Employees bumping laterally or into a lower classification shall not be subject to a probationary period. Nothing in this article

shall be interpreted as prohibiting an employee from bidding on a vacant position pursuant to Article 8, Job Openings.

B. Shift Preference-Recall

The most senior custodial employee on the recall list will temporarily be assigned to custodial vacancies during the bidding process and will be permanently placed in the vacant position remaining following the bidding process.

- C. Effective with the ratification of this contract (2008) and retroactive to the 2006-07 school year, for a period of 18 months from the effective date when a person is bumped to a lower classification (in the case of a paraprofessional to a different position) as a result of a layoff or building closure, that person will have the right of first refusal to return to the position/classification before the layoff or displacement if and when that position becomes vacant. Paraprofessionals right of first refusal shall be to the area/position held before being bumped (for example, a person who was in a library paraprofessional position before being bumped will have the right of first refusal to any library paraprofessional position that becomes available within 18 months from the time he/she was bumped). This does not give an employee the right to displace a person who is currently in his/her former position and it does not give rise to a claim for back wages if and when an employee is able to return to his/her former position because it became vacant after the ratification of this contract.

- 13.4 The classification series and the classifications within those classification series are as follows:

Custodial

Senior High Head Custodian/Malabar Head Custodian

To

Groundskeeper Arlin Field/Sherman Head Custodian

to

Hedges Head Custodian/W. Fifth Head Custodian

to

Spanish Immersion Head Custodian/Prospect Head Custodian/Woodland Head Custodian/
Springmill Head Custodian

to

Newman Head Custodian/Raemelton Head Custodian

to

Lead Assistant Custodians (day)

to

Lead Assistant Custodians (night)

to

Assistant Custodians (day)

to

Assistant Custodians (night)

Maintenance

Team Leader
to
Stockroom Coordinator/Internal Mail
to
Maintenance Tech
to
Maintenance
to
General Labor

Food Service

7-Hour Head Cook High School/Middle School
to
7-Hour Head Cook Sherman/Malabar/Hedges/W. Fifth
to
7-Hour Head Cook
Newman/Prospect/Raemelton/Spanish Immersion/Springmill/Woodland
to
General Food Services
(By an hourly retrogression)

Paraprofessional

(There are no separate paraprofessional classifications; however, upon a lay-off, the displaced paraprofessional shall be permitted to bump into any paraprofessional position, according to district seniority provided the paraprofessional is qualified for the position according to the job description.)

Secretarial

A (12 month)
to
A (10 month)

13.5 Employees laid off will be placed on a recall list for a period of eighteen (18) months from the date of layoff. Employees who chose to be laid off rather than accept one of the options permitted under Section 13.3 will only be recalled to vacancies in the classification from which they were laid off. All other laid off employees will be recalled to vacancies in the classification from which they were laid off, and also the vacancies in lower classifications within the classification series from which they were laid off, provided they are qualified in the lower classification in accordance with the job description, and provided that at the time of the layoff, the employee has provided the Board with written notification of a desire to be recalled to such positions. No new employees shall be hired within a classification where there are employees on the recall list in that classification.

A certified announcement will be sent to the top three (3) employees on the recall list for the classification in which the vacancy exists. The employee(s) shall have seven (7) days (excluding Saturdays, Sundays, and holidays) to respond.

Failure to respond within the above seven (7) day period will waive any further recall rights, and the employee will be removed from the recall list. The employee selected for the vacancy will be the most senior of those on the recall list for the involved

classification who responds within the seven (7) day time period set out above. Failure to accept a recall shall result in the laid off employee being dropped to the bottom of the seniority list.

Article 14 - Labor Management Committee

- 14.1. An informal committee shall be established as an aid to communications between the parties. The membership of this committee shall be the Superintendent (or designee) and a maximum of five (5) persons appointed at the discretion of the Superintendent, plus the MSEA President (or designee) and a maximum of five (5) persons (one representative from each bargaining unit classification) appointed at the discretion of the MSEA President. The parties shall mutually develop an agenda prior to each meeting.

Upon the ratification of this Agreement, the parties will contact the Federal Mediation and Conciliation Service (FMCS) to provide training for LMC.

- 14.2 This committee shall meet upon request of one of the members of the committee, with no more than one (1) meeting per month. The agenda shall be established one week prior to the meeting. If the agenda is not established within that time frame, the meeting shall be canceled. Agenda items will only deal with district wide issues (i.e., issues affecting more than one school building in the district). If an issue only pertains to one building in the district, then it must first be addressed at that building's staff advisory committee. If such issue is not resolved at the staff advisory committee level, then it may be brought to the labor management committee, provided it is made an agenda item one week prior to the labor management committee meetings.
- 14.3 The purpose of the committee shall be to assist in the process of open communications between the parties. Its procedures shall consist of joint, informal discussion aimed at clarifying or addressing issues of concern to both parties.

The open discussions held by this committee shall not be construed as negotiations nor as an official decision-making process. The discussions of this committee shall not result in modifications or additions to the Negotiated Agreement.

Article 15 - Safety

- 15.1 The Board realizes that the safety of its employees is of great importance and, therefore, will work through reasonable efforts to create a safe working environment. The Board shall take all reasonable efforts to ensure that employees working in buildings by themselves will be able to communicate quickly with their appropriate administrator and/or the security service in the event of an emergency.

A safety committee shall be established and comprised of three (3) persons appointed by the Superintendent and three (3) persons appointed by the MSEA. This committee will discuss general safety concerns.

Article 16 - Leaves

16.1 Sick Leave

- A. Each full-time employee shall be granted paid sick leave at a rate of one and one-fourth (1¼) days per completed month of service. Part-time employees shall be granted sick leave on a prorated basis.
- B. Accumulation shall be a maximum of two hundred sixty (260) days.
- C. Employees shall be allowed use of up to five (5) days sick leave to attend the funeral of a spouse, child, step-child, foster-child, parent, step-parent, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, brother, sister, or a member of the immediate household. One day shall be allowed to attend a funeral of a niece, nephew, aunt, uncle, brother-in-law, and sister-in-law. In all cases, a sick leave report form shall be completed and submitted to the appropriate administrator.
- D. New or returning employees who exhaust their accumulated sick leave may borrow from their future accumulation of sick leave during that work year. A written request may be submitted to the Treasurer's office (payroll) asking to borrow sick leave. If the employee leaves the employ of the Board before the advanced sick leave days have been paid back, the appropriate amount will be deducted from the employee's last paycheck. Employees who are unable to return to work following the exhaustion of accumulated sick leave and/or advanced sick leave, if advancement is applied for, must apply for a leave of absence in accordance with Section 16.6.
- E. A report of the accumulated sick leave of each employee will be provided on the employee's payroll statement.
- F. Sick leave may be used for absence necessitated by personal illness, injury, exposure to contagious disease, disability, or disability due to pregnancy. Sick leave may also be used for illness or injury in the employee's immediate family defined as only those people who an employee may take up to five (5) days of funeral leave in 16.1.B. above. In the case of extended personal or family illness, the employee shall make every effort to return to work after five (5) days. If the employee is going to be absent longer than five (5) days, he/she is to contact his/her appropriate administrator and discuss the absence. When an employee is absent from his/her job for more than five (5) consecutive workdays, due to personal or family illness, written medical certification from the attending physician is required before additional sick leave days will be approved.

The doctor's certification must be sent to the appropriate administrator, who will in turn forward it to the Personnel Office. The employee must return to his/her job duties as soon as possible upon written release by the attending physician.

In addition to the above requirements, if the Superintendent (or his/her designee) discerns a pattern of sick leave use that may constitute possible abuse (including attendance of less than 95% of all workdays in a rolling year, verified or unverified) of an employee, the Superintendent (or his/her designee) shall consult with the employee about the usage. Regardless of the outcome of any consultation, the Superintendent (or his/her designee) may require the employee to produce written medical certification from the attending physician of that employee to verify the prior and/or continuing medical need for sick leave. The medical certification may not reveal a specific illness or impairment of the employee or family member but must expressly state that the employee or family member has an illness or impairment that has prevented the employee from performing his/her job on such sick leave days along with the expected date the employee will return to work. The medical certification must be given to the Superintendent (or his/her designee) before any additional sick leave will be approved. Failure to produce required medical certification shall result in a deduct day for any sick leave days utilized for the remainder of the rolling year, and Article 16.1.L. may also be applied.

- G. An employee shall use accumulated sick leave during any period of disability because of pregnancy including physical disability caused or contributed to by pregnancy, childbirth, and/or recovery therefrom. Sick leave for pregnancy disability other than the days outlined in 16.1.H. shall be paid for as long as the disability prevents the employee from performing the duties and responsibilities of their position. Medical verification as outlined in 16.1.F. and 16.1.L. will apply, but the use of sick leave for disability because of pregnancy will not constitute a pattern of abuse when accompanied by a doctor's certification, or count against attendance in Article 16 F. Days will be paid only to the extent of the number of days accumulated by the employee.
- H. After the delivery of the child, the employee shall contact the Personnel Office and Appropriate Administrator relative to her plans to return to work. An employee is entitled to utilize whatever sick leave days she has accumulated up to thirty (30) workdays, without restriction, for recovery from pregnancy leave. If the employee does not have adequate sick days to cover the needed pregnancy leave, she may request a leave of absence, without pay, by using the appropriate form. If an employee is absent from the job more than thirty (30) workdays due to pregnancy leave, a written medical statement from the attending physician is required before additional sick days will be approved. The doctor's statement must be sent to the Personnel Office. The employee must return to work as soon as possible upon written release by the attending physician or request an unpaid maternity leave of absence. An employee may use the provisions of FMLA as outlined in Article 16.7.
- I. Absent employees shall notify the appropriate administrator as to the length of their absence, if known.
- J. In the event substitute arrangements are necessary, substitutes will be secured by

the appropriate administrator with the support of the Personnel staff. The head cook will secure food service substitutes and the Facilities Manager will secure custodial substitutes. Under no circumstances shall such arrangements be made by individual employees.

- K. While employees are on approved disability leave they shall not continue to accrue additional sick leave.
- L. The first seven (7) days of sick leave that are utilized by the employee during the fiscal year (July 1 - June 30) can be used without providing the appropriate administrator with medical verification.

After the first seven (7) unverified days, all subsequent sick leave must be verified with a medical statement from the attending medical physician. This statement must be attached to the sick leave form when the employee returns to work or can be submitted to Personnel. The appropriate administrator may request verification of sick leave use for attending a funeral. If no medical verification is present, the employee will be subject to the discipline procedure in this Agreement including those described in Section 16.1.F.

- M. The same sick leave form will be utilized for both the certified and classified bargaining units.

16.2 Personal Leave

- A. All staff members shall be allowed three (3) days of personal leave each school year. Unused personal leave days will be converted to accumulated sick leave up to the maximum accumulation.
- B. Personal leave shall be for the purpose of conducting personal business, which cannot be conducted at times other than regular school hours.
- C. Unless advance written permission is obtained, personal leave may not be used for the day preceding or following a holiday or vacation period.
- D. The Superintendent, or his/her designee, may grant additional days or permit the use of personal leave for reasons other than those stated in 16.2 B.
- E. Written requests for personal leave shall be submitted at least five (5) days in advance of the date for which leave is requested. If five (5) days' notice is not possible, the staff member shall enter their absence into the online substitute system and notify the building principal or appropriate administrator as soon as possible.

In such situations, the personal leave form shall be submitted during the first workday after the conclusion of the leave.

- F. When a staff member requests personal leave and on the appropriate form checks

the reason for the request as being for personal business, the staff member is not required to list specific reasons. There will be no deduction in salary or sick leave.

- G. Personal leave shall only be used in increments of one (1) or one-half (1/2) days.
- H. Personal leave shall not be used for shopping, recreation, engaging in other employment, for creating a holiday, or for creating or extending a vacation period.

Staff members found abusing personal leave shall be subject to discipline determined by the Board.

- I. The personal leave form shall reflect all language contained herein.

16.3 Jury Duty

Employees must notify their appropriate administrator at once upon receipt of a jury duty summons. All checks or payments received for jury duty for days scheduled to work in the district must be endorsed over to the district and forwarded to the Treasurer's office so that full pay will be received from the district for hours of scheduled work missed. A copy of the summons must be attached to the request for jury duty leave. Such leave shall not be chargeable to sick leave or personal leave.

16.4 Severance Pay

Severance pay will be granted for one-fourth (1/4) of accrued, but unused, sick leave up to a maximum of forty-five (45) days in 2008-2009, forty-six (46) days in 2009-2010, and forty-seven (47) days in 2010-2011 severance pay at the per diem rate to all employees under the following provisions:

- A. The employee must be eligible for retirement under the policies set by the School Employees Retirement System and must actually retire and start drawing reimbursement from School Retirement at the time he/she leaves the employment of the Mansfield City Board of Education.
- B. Payment will be based on the employee's rate of pay at retirement and will eliminate all sick leave accrued by the employee at the time.

16.5 Assault Leave

An employee shall be granted assault leave according to the following rules:

- A. The incident, resulting in the absence of the employee, must have occurred while the employee was in performance of his/her regularly assigned job duties as an employee of the Board. An Injury/Illness Investigation Form must be submitted to the Personnel Office as it relates to the assault incident within 48 hour of the incident.
- B. Upon notice to the principal or appropriate administrator that an assault upon an

employee has been committed, any employee having information relating to such assault shall, as soon as possible, prepare a written statement, embracing all facts within the employee's knowledge regarding said assault, sign said statement and present it to the building principal or appropriate administrator.

- C. If the employee receives medical attention and/or is absent from his/her assigned duties more than five (5) days, a certificate from a licensed physician, stating the nature of the disability, the staff members' inability to perform job duties, and its duration will be required before assault leave payment is made.
- D. An employee shall not qualify for payment of used assault leave until the assault leave form has been submitted.
- E. An employee shall not be permitted to accrue assault leave.
- F. Payment for assault leave shall be at the assaulted employee's rate of pay in effect at the time of the assault or at the rate for which the employee may become eligible in accordance with the Ohio Revised Code.
- G. Assault leave shall not be charged against sick leave earned by an employee.
- H. Payment shall be discontinued at the earliest of the following occurrences:
 - 1. The employee becomes eligible for disability benefits under the provisions of the School Employees Retirement System.
 - 2. One hundred twenty (120) days of assault leave payments have been made.
- I. Falsification of any statement or claim under these provisions may be reason for suspension or termination of employment.

16.6 Leave of Absence

- A. Each employee shall be granted a leave of absence without pay for adoption, illness, or other disability, and may be granted such leave for educational or military purposes. The Board will comply with military leave requirements set out in state and federal law. Leave may be granted for a minimum of one (1) month or a maximum of twelve (12) months, at the discretion of the appropriate administrator upon written request, the Board shall grant an extension for up to one (1) additional school year for cases of illness or other disability, and may grant such extensions in other cases. Failure to request an extension in writing in a timely manner shall be deemed a resignation.
 - 1. A written application for leave must be made to the Superintendent on the proper form at least thirty (30) days prior to the effective date of the leave. This requirement may be waived in cases of emergency.

2. Employees who take a leave as provided in Section 16.6. shall be eligible to continue in Board provided insurance plans as is required by federal law. An employee who is on leave for illness or other disability, and has exhausted all accumulated sick leave and/or advanced sick leave, if advancement is applied for, shall receive Board approved insurance plans for a period of seven (7) months.
 3. While employees are on SERS disability leave, and eligible to receive SERS provided insurance benefits, they are not eligible for the Board provided medical insurance program.
- B. Employees returning from a leave of absence will be placed in the same or similar position in their classification which they occupied prior to the leave, providing there is a less senior employee to displace. Employees displaced due to such return from leave of absence or employees returning from a leave of absence who have no less senior employee within their classification to displace shall be deemed to be laid off, and shall be placed on the recall list pursuant to Section 13.5. of this Agreement.

16.7 Family and Medical Leave

- A. Notwithstanding other provisions of this Agreement, the Board agrees to abide by the provisions of the Family and Medical Leave Act of 1993. The parties to this Agreement agree that all benefits guaranteed by the act will be provided to employees covered by this Agreement. Any alleged violations of the act may be processed as grievances using the procedure herein. Pursuit of such grievance does not prohibit an employee from enforcing their rights under the act.
- B. Leave Provisions
1. Employees must work a minimum of 1,250 hours a year and have twelve (12) months of service with the Board to be eligible for Family Medical Leave.
 2. Each eligible employee is entitled to and shall be granted upon request up to twelve (12) weeks of unpaid leave per year for:
 - (a) A serious health condition of the employee that makes the employee unable to perform his or her job.
 - (b) The birth and first-year care of a child.
 - (c) The adoption or foster placement of a child.
 - (d) To care for a child, spouse, or parent who has a serious health condition.

3. Any leave beyond twelve weeks in a year for these combined purposes may be granted pursuant to the other leave provisions of this Agreement.
4. The Board may require eligible employees to substitute paid leave granted by other provisions of this Agreement for all or part of the unpaid leave granted under this Article.
5. The employee shall give the Board thirty (30) days notice when the need for the leave is foreseeable; otherwise, the notice shall be given as soon as possible. The employee's notice shall specify family leave.
6. When medically necessary, as documented by the health care provider, leave may be taken intermittently.

C. Protection of Employment

1. The Board shall return the employee taking a leave under this Article to the same position he/she occupied prior to the leave.
2. Except as provided herein, the taking of leave under this Article shall not result in the loss of any other employment benefit.

D. Insurance Continuation

The Board shall continue to pay its contribution necessary to continue all medical, dental, and life insurance plans for the employee while he/she is on leave under this Article.

E. Year

For the purpose of family leave benefits, a year is defined as twelve (12) months after the effective date of the commencement of the FMLA leave.

16.8 Sick Leave Bank - See Appendix E

A. Establishment of Sick Leave Bank

A Sick Leave Bank, hereinafter referred to as "Bank", shall be established for the Mansfield City Schools bargaining unit employees effective immediately after MSEA and Board approval. Employees will be given 30 days to make the initial donation establishing the Sick Leave Bank.

B. Participation in the Sick Leave Bank

Any employee with one (1) or more days of accrued sick leave may elect to participate in the Bank by submitting the completed participation form to the MSEA President or designee during the open enrollment month. The open enrollment period shall be the month of September each year. The MSEA

President or designee is required to turn in all forms to the district Treasurer by the first district workday in October of each year. Participation in the Bank is voluntary. Employees who do not have one or more days of accrued sick leave shall be advanced the one day to participate in the Bank. Any new employee must submit the completed form within 20 days of official board action. Any new hire starting after October 1st shall be advanced one day to participate in the Bank if requested.

C. Donation to Sick Leave Bank

A participating employee in the Bank shall contribute one (1) day of sick leave to the Bank. To remain eligible, participating employees except those whose accumulated sick leave has been depleted, shall contribute an additional day each time the Bank contains days numbering fewer than two hundred (200). If an employee does not agree to contribute the additional sick leave day they are no longer part of the sick leave bank, until the next open enrollment period. Sick leave days shall not be returned to the employee except as provided hereinafter for the employee's catastrophic illness, long-term chronic illness, required surgical procedures, serious accidents or injuries (requiring extended rehabilitation) or chronic personal illness.

D. Withdrawal from Sick Leave Bank

1. The Bank shall be operated by the following established guidelines.
 - a. A withdrawal shall be approved only upon the depletion of the respective employee's accumulated and/or advanced (See Article 16) Leaves. Employees on a worker's compensation related injury shall not be eligible to withdraw from the Bank.
 - b. The maximum withdrawal for any employee shall be ninety (90) days.
 - c. Withdrawals shall be in full day units.
 - d. Employees may apply for a withdrawal in advance of the depletion of such employees' accumulated leave, to be granted, if needed, upon such request.
 - e. Withdrawn days may not be used to accumulate days for severance pay.
 - f. All applications for withdrawal shall be on the appropriate Sick Leave Bank form. All requests are required to have a referral from the appropriate medical personnel attached and submitted to the MSEA President or designee for approval.

E. Replacement of Withdrawal

There shall be no requirement for an employee to replace sick leave days withdrawn from the Bank.

F. Eligibility to Request a Withdrawal

1. A bargaining unit employee shall be granted his/her request for sick leave if it meets any of the following criteria:
 - a. Catastrophic illness
 - b. Long-term chronic illness
 - c. Required surgical procedure
 - d. Serious accidents or injuries requiring extended rehabilitation
 - e. Chronic personal illness
2. The school board, district, or administration shall not have the right to refuse withdrawal from the Sick Leave Bank for any employee who meets the criteria in the previously stated reasons.
3. An employee shall be eligible to withdraw all 90 days for any of the criteria listed in the previously stated reasons if the employee is experiencing them. An employee shall be eligible to withdraw a maximum of 30 days if a spouse or child of the employee is experiencing the criteria listed in the previously stated reasons.
4. There shall be a cap of 90 days withdrawn from the Bank per contract year per employee. Within a rolling five- year period, if an employee needs to apply to the bank a second time, the cap shall be forty-five (45) days from the bank. If a third withdraw is made within a five-year period, the cap shall be twenty (20) days. A cap of 30 days may be withdrawn from the Bank per child and/or spouse per contract year.
5. Additionally if an employee withdraws from the bank he/she shall be required to be a lifetime member of the bank, meaning every time a donation is needed they shall make a donation. A day will automatically be deducted each time a day is required under sections 701 B or C.

G. Who is Eligible to Participate

1. Any employee in the bargaining unit who chooses to donate the one (1) day in the Bank shall be eligible to make withdrawals from the Bank.

A bargaining unit member who chooses not to participate in the Bank shall not be eligible to withdraw any sick leave already contributed by other bargaining unit employees to the Bank.

2. If an employee chooses not to participate a form must be submitted indicating their decision.

H. Reporting Status of Sick Leave Bank

A quarterly report of the Sick Leave Bank shall be given to the Association President. It shall include:

1. A list of which bargaining unit employees who are in the Bank
2. Who has withdrawn day(s) from the Bank
3. How many day(s) were withdrawn
4. How many days remain in the Bank

Article 17 - MSEA Release Time

- 17.1 A minimum of six (6) MSEA representatives, four (4) at Ohio Education Association Representative Assembly and two (2) at National Education Association Representative Assembly, shall be granted leave to attend such meetings. Days utilized in this section shall not count as days against days authorized in Section 17.2.
- 17.2 During each school year, twenty (20) days of leave shall be granted by the Board to MSEA members within the bargaining unit covered by this contract for the purpose of professional association business. There must be a substitute for any MSEA release days beyond fifteen (15) days, and the MSEA shall pay for the substitute. Employees shall submit the appropriate form to the Executive Director of Human Resources via the MSEA President.

Article 18 - Holidays

- 18.1 The following paid holidays are recognized by the Board for full-time maintenance, custodial, secretarial employees, and the food service technician:

Labor Day
Thanksgiving Day
Day after Thanksgiving
Memorial Day
Independence Day (only 12 month employees)
Christmas Eve Day
Christmas Day
New Year's Eve Day
New Year's Day President's Day
Martin Luther King Day
Good Friday

- 18.2 The following paid holidays are recognized by the Board for full-time food service and paraprofessional employees:

Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve Day
New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day

Food service and paraprofessional employees must have worked the previous school year or prior to Labor Day to get paid for Labor Day.

- 18.3 To qualify for paid holidays, the employee must be on paid status on his/her last regularly scheduled workday preceding the holiday, and the first workday immediately following the holiday.
- 18.4 Any holiday which falls on a Sunday (or Saturday, in the case of Christmas or New Year's) will be observed the following Monday.
- 18.5 In the event any full-time employee is required to work on a holiday as listed in 18.1 or 18.2 for their appropriate group, except activity permits but including "building checks" by custodial-maintenance employees, he/she shall be compensated at a rate of one and one-half (1½) times his/her regular rate of pay. All holiday work scheduling will be the responsibility of the appropriate administrator.
- 18.6 In addition to the paid holidays as listed above, twelve (12) month secretarial employees shall have one-half (1/2) of the winter and spring recess days as holidays. For the remaining one-half (1/2) of the winter and spring recess days, these secretarial employees shall be on duty, with such days to be scheduled by the secretary's principal/designee. Ten (10) month secretarial employees shall be on paid status for the days of winter and spring recesses not listed above as holidays, but in lieu of working one-half (1/2) of each of these recesses, such secretarial employees shall work a time equivalent to one-half (1/2) of the days mutually arranged between the principal and the employee.

Article 19 - Vacation

- 19.1 Each twelve (12) month employee who is scheduled for a minimum of thirty (30) hours weekly will be granted an annual vacation as follows:

First 48 months of employment	10 days (accrued at .833 days per month)
49 - 108 months of employment	15 days (accrued at 1.25 days per month)
109-228 months of employment	20 days (accrued at 1.666 days per month)
229 months or more	25 days (accrued at 2.083 days per month)

19.2 Employees can carry over up to seven (7) days past their annual vacation leave allocation per year.

- A. All vacation requests for one day must be submitted five (5) working days in advance. If a unit member has not received a response 24 hours before the date vacation begins, it shall be considered approved. All vacation requests for more than one day must be submitted twenty (20) working days in advance. The advance notice requirement may be waived by the appropriate administrator if unusual conditions exist. Written notification of denial of request must be given within ten (10) days of submission.
- B. All vacation requests are subject to the review and approval of the administration. Vacation will not be approved on the first or last day of school.
- C. No vacation leave will be granted during the first six (6) months of employment of a new employee.
- D. No vacation leave can be advanced to an employee who has either exhausted his/her sick leave accumulation or is in his/her first six (6) months of employment. Unpaid leave shall be granted at the discretion of the appropriate administrator, with the approval of the administration.
- E. Vacation time may be used only in one-half (1/2) day or day increments.

Article 20 - Wages

Bargaining unit members employed and who earned a paycheck for normal (non-sub, non-supplemental, non-stipend) hours worked during the last week in January 2016 will receive a signing bonus of \$450. Members employed under less than twenty-five (25) hours a week shall receive a signing bonus of \$225. The signing bonus will be paid within thirty (30) days after the approval from the Fiscal Emergency Commission.

20.1 Employees shall be paid in accordance with the attached wage schedules as follows:

- A. Twelve (12) month employees - The first day of the pay period following the last pay from the previous school year.
- B. Ten (10) month employees - The first day of work each school year.
- C. The Board will provide salary notices to bargaining unit employees.

D. Merit Pay - If merit pay becomes law, it shall be defined as:

A pay system that supplements a single salary schedule and is accessible to everyone on a voluntary basis. It shall include, but not be limited to staff attendance, hard to staff schools, retention pay, career ladder, and/or licensure status.

A committee, made up of a majority of ESP staff, shall be established by the MSEA and Board of Education to develop the merit pay compensation.

E. A fund of \$20,000 will be established annually, starting July 1, 2016, by the Board of Education for tuition reimbursement.

1. The maximum reimbursement per fiscal year (July 1 – June 30) is \$1,500.00 for full-time employees and \$750.00 for part-time employees.
2. No person will receive a higher reimbursement for coursework than was paid for the tuition for that coursework.
3. Employees on disability or other leave of absence or worker's compensation leave are not eligible for reimbursement.
4. Only courses taken from properly accredited colleges and universities are acceptable for reimbursement. Non-credit workshops, correspondence courses and television courses shall not be approved for purposes of reimbursement. The unit member must achieve a minimum of a "B" grade or a "pass" in a pass/fail course to receive reimbursement.
5. Unit members who have been part of a reduction in force action will be reimbursed for the approved course work taken during their last working year in the Mansfield City Schools. This would not include work taken during the summer after the employee has been part of a reduction in force action.
6. Application Process: A unit member must complete and submit to the office of the Superintendent (or designee) an application twenty-one (21) days prior to the beginning of the course, along with a copy of the following information:
 - a. Course description from the institution's catalog, bulletin, or web-site; and
 - b. Fee schedule, which includes the cost of the course per credit hour.
 - c. Applicants will receive notification of either approval or denial of their reimbursement request seven (7) days prior to the beginning of the course.

7. Procedure for reimbursement after completion of course: The bargaining unit member shall submit written proof in the form of a grade card. Evidence of successful completion must be submitted by July 7th. An itemized receipt of the actual cost of the tuition for the course, the grade card, and the completed checklist/reimbursement form must be submitted to the Superintendent (or designee) before payment can be processed.
 8. The \$20,000 will be divided equally among members successfully completing (“B” or better) courses based on a semester credit hour prorated amount (1½ quarter hours = 1 semester hour) during the time period July 1 – June 30 of each year. Members will receive no more than his/her actual out-of-pocket the cost of such courses. Reimbursement shall be made no later than September 1, of each year.
- 20.2 The employee will have the option of overtime pay (time and one-half) or compensatory time for hours actually worked in excess of forty (40) hours per week. Hours paid for recognized holidays, as listed in the Agreement, shall be used in computing an employee’s forty (40) hours of actual work in order to receive overtime. All overtime and use of compensatory time must be approved in advance by the appropriate administrator.
 - 20.3 Each employee will receive 26 paychecks per year, paid bi-weekly, or may be issued earlier at the discretion of the Treasurer. All employees are paid through direct deposit.
 - 20.4 All increases will be computed on the hourly wage rate of the employees. Longevity pay will also appear on an hourly wage schedule computed by the Board. Longevity shall be based upon uninterrupted years of service with the Board. Employees receiving longevity including years of service elsewhere as of 9/1/91 shall not be penalized by this provision.
 - 20.5 A year of service is at least one hundred and twenty (120) workdays in paid status during the previous work year. Annual work increments, according to the adopted wage schedule, shall be granted for each completed year of service with the Board as follows:
 - A. Twelve (12) month employees - The first day of pay period following the last pay from the previous school year.
 - B. Ten (10) month employees - The first day of work each school year.
 - 20.6 In evaluating the previous work record of an applicant, full credit may be granted for the first four (4) years attained elsewhere. Employees who are moved to a different classification shall retain their experience credit position.

Secretarial Employees

- 20.7 A. Only secretarial employees who are assigned to the locations listed below and who perform clerk/cashier duties shall be compensated the following amounts in addition to their annual wages:

High School	\$450
Middle School	\$350
Elementary School	\$150
H.S. Athletic Director	\$450

- B. Any secretary who is the sole secretary assigned to a building and who also performs medical procedures in that building will receive an annual stipend of three hundred dollars (\$300).
- C. Any secretary who is the sole secretary assigned to a building with an enrollment of three hundred seventy-five (375) students or more will be given an annual stipend of four hundred dollars (\$400). The enrollment count will be annually determined based on the October average daily membership (ADM) count for each building.

20.8 Secretarial employees who are requested to work before school commences and agree to do so, shall have the choice of being paid straight time or hour-for-hour compensatory time, provided the choice has been approved in advance with the principal and the Superintendent.

Maintenance or Custodial Employees

- 20.9 A. Twenty-five cents (\$.25) per hour will be paid for those hours actually worked on Sunday, as a premium to employees who's regularly scheduled work week includes Sunday. This premium excludes building checks or any overtime worked on Sunday.
- B. Custodial employees working during their regularly scheduled second shift hours will receive fifteen cents (\$.15) per hour shift differential. Custodial employees working during their regularly scheduled third shift hours will receive twenty cents (\$.20) per hour shift differential.

20.10 Second and third shift maintenance or custodial employees will be paid bi-weekly (on Thursday) prior to the end of their shift, at the job site where they are employed.

20.11 No maintenance or custodial employee shall be required to report outside his/her regular workday or work week for less than two hours pay.

Food Service Employees

20.12 The Manager of Food Service will determine the time and place of all in-service sessions. Head cooks will be consulted for their suggestions in establishing the in-service program for the school year. Employees attending in-service meetings will receive pay for the in-service time.

- 20.13 Food service employees who assume the duties of a head cook position, other than permits, on a temporary basis, shall be paid head cook wages based on their experience step on the regular wage schedule.
- 20.14 The food service employees who can prove certification with the School Nutrition Association (SNA) will receive a bonus stipend of \$100. The \$100 payment is made only at the time of initial certification and upon renewal of certification.

Paraprofessionals

- 20.15 Equivalent, or in-service training, is that work which has prior approval for credit by the appropriate administrator.
- 20.16 Equivalent can be one (1) year (30 semester hours) at a community college, technical college, Business College, or a comparable institution.
- 20.17 One semester hour is equivalent to 18 clock hours of in-service training. Therefore, 540 clock hours of in-service training would be equivalent to 30 semester hours (45 quarter hours), or one (1) year of college.
- 20.18 Equivalent can be a combination of college course work and in-service training taken during the current school year. For example, a paraprofessional might have taken 15 semester hours of college work and two hundred seventy (270) clock hours of in-service training (15 semester hours), which would be equivalent to one (1) year of college.
- 20.19 Once the equivalent factor is achieved, a paraprofessional would move horizontally to the equivalent classification step.
- 20.20 Minimum requirement for participation in the equivalency program is a high school diploma, or the GED.
- 20.21 Paraprofessionals will be consulted for their suggestions in establishing the in-service paraprofessional program for the school year.
- 20.22 Each full-time paraprofessional who works the full school year shall be required to complete, by the end of the school year, fifteen (15) clock hours of in-service training.

Part-time paraprofessionals and/or paraprofessionals who work less than the full school year shall be required to take the appropriate prorated number of clock hours of in-service training. All in-service training for paraprofessionals must be during regular working hours. In-service training on medical procedures or other areas held during parent teacher conferences or on early release days will be counted towards the fifteen (15) hours required.

- 20.23 Orthopedic and multi-handicapped paraprofessionals performing medical procedures as required by state and federal law to be provided by a school district and as allowed by law to be performed by paraprofessionals will receive a five hundred dollar (\$500) per year stipend. Appropriate training shall be provided within the workday which includes,

but is not limited to, waiver days and Tyger Time.

- 20.24 Board will provide in-service training related to subject matter of state test for paraprofessionals. Paraprofessionals who have met minimum education requirements of the "ESEA" shall not be required to participate in the in-service set forth in this paragraph, except to the extent it overlaps with the in-service under subsection 20.22. This does not excuse paraprofessionals from the requirements of subsection 20.22.
- 20.25 Library technicians shall be given an annual stipend of six hundred dollars (\$600).

Article 21 - Travel Allowance

- 21.1 Employees who are asked to travel in their own vehicle in the performance of their duties will be granted the current mileage allowance allowed by the Internal Revenue Service. If the rate by the IRS changes during the term of this Agreement, the Board shall implement the changed rate on the subsequent January 1. The employee will file a monthly reimbursement form with his/her appropriate administrator.
- 21.2 The Board agrees to maintain the same travel allowance for all employees regardless of classification.

Article 22 - Payroll Deductions

- 22.1 The Board agrees to deduct from the wages of employees, dues payable to MSEA/OEA/NEA. Such agreement is contingent upon presentation of a written authorization individually executed by the employee. Authorization forms for such deductions shall be provided by the MSEA. The enrollment period for payroll deductions of dues shall be between September 1 and October 15 of each year, except for new employees to the system, who shall have forty-five (45) days from the first day of employment to authorize dues deductions. Dues deductions shall be made twice a month for a period of ten (10) months and shall commence with the first pay in November.
- 22.2 Authorized optional payroll deductions shall be made to the following:
- A. Contributions to United Way
 - B. Tax-Sheltered Annuities/Ohio Public Employees Deferred Compensation Program
 - C. Directions Credit Union
 - D. Political Contributions
 - E. MSEA/OEA/NEA Dues
 - F. U.S. Savings Bonds
 - G. YMCA

- 22.3 Monthly payroll deductions of MSEA/OEA/NEA dues as provided for in this Article shall be forwarded to the Treasurer of the MSEA.
- 22.4 The MSEA agrees to indemnify and save the Board harmless against any and all claims, suits, or other liability that may arise out of or by reason of action taken by the Board in reliance upon any dues authorization cards submitted by the members of the MSEA provided that:
- A. The Board shall give the MSEA a ten (10) day written notice of any claim made or action filed against the Board for which indemnification may be claimed.
 - B. The action brought against the Board must be a direct consequence of the Board's good faith compliance with this Article; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such dues deduction provision herein.
- 22.5 Dues deduction authorizations shall continue in effect unless withdrawn in writing by the employee between August 15 and August 31 of any year. Such written withdrawal must be sent to the MSEA and the Board Treasurer.
- 22.6 MSEA shall have sole and exclusive payroll deductions of dues for employees in the bargaining unit.
- 22.7 Deductions for the School Employees Retirement System, federal income tax, city income tax, and Ohio State tax will be made from the regular payroll.
- 22.8 A. Effective 7/1/97 all new employees hired into the bargaining unit must become a member of OEA/NEA/MSEA or be subject to the Fair Share provision of this Agreement.
- Effective 7/1/97, all then current members of the OEA/NEA/MSEA must maintain their membership or be subject to the Fair Share provisions of this Agreement.
- B. Negotiations Services Fee (Fair Share Fee)
 - 1. Upon receipt by the Treasurer of an authorized card signed by a staff member, the Treasurer is authorized to deduct from the pay of said staff member the amount indicated on the authorization card. The deduction authorized shall be remitted to the MSEA/OEA/NEA.
 - 2. a. Payroll Deduction of Fair Share Fee

The employer shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the MSEA/OEA/NEA, a Fair Share Fee for the MSEA's representation of such non-members during the term of this contract.

b. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual Fair Share Fee shall be transmitted by the MSEA/OEA/NEA to the Treasurer of the Board on or about September 15 of each year during the term of this contract for the purpose of determining amounts to be payroll deducted, and the employer agrees to transmit all amounts deducted to the MSEA/OEA/NEA.

3. Schedule of Fair Share Fee Deductions

a. All Fair Share Fee Payers

Payroll deduction of such annual Fair Share Fees shall commence on the first pay date, which occurs on or after January 15 annually.

b. Upon termination of membership during the membership year

The Treasurer of the Board shall, upon notification from the MSEA/OEA/NEA that a member has terminated membership, commence the deduction of the Fair Share Fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual Fair Share Fee less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay date occurring on or after forty-five (45) days from the termination of membership.

4. Transmittal of Deductions

The employer further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such Fair Share Fee deductions were made, the period covered, and the amount deducted for each.

5. Procedure for Rebate

The MSEA/OEA/NEA represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the ORC and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the MSEA/OEA/NEA and that such procedure and notice shall be in compliance with all applicable state and federal laws and the constitutions of the United States and the State of Ohio.

6. Entitlement to Rebate

Upon timely demand, non-members may apply to the MSEA/OEA/NEA for an advance reduction/rebate of the Fair Share Fee pursuant to the internal procedure adopted by the MSEA/OEA/NEA.

7. Indemnification of Board

The MSEA/OEA/NEA shall indemnify the Board for any costs associated with the Board's compliance with the Fair Share Fee provisions of this contract. This shall include any litigation costs. The MSEA/OEA/NEA reserves the right to designate counsel to represent the employer from employing its own counsel, at its own expense, to assist in such representation. Furthermore, the MSEA/OEA/NEA agrees that counsel it designates to represent the employer shall accept and act upon the Board's reasonable instructions and recognize his/her primary obligation to his/her client. In no event shall the MSEA/OEA/NEA impose such representation upon the employer as will create or foster a conflict of interest.

Article 23 - Benefits

23.1 Health and Hospitalization

- A. Employees who have single coverage shall pay zero dollars (\$0) per month and employees who have family coverage shall pay zero dollars (\$0) per month, provided they work a minimum of thirty (30) hours per week. For employees who work less than thirty (30) hours per week, the Board shall pay seventy percent (70%) of the applicable monthly premium, and employee shall pay thirty percent (30%) of the applicable monthly premium, whether family or single coverage is involved. The Board will offer a comprehensive major medical plan, with the carrier selected by the Board.
- B. The deductible is \$200 for single coverage and \$400 for family coverage with an 80%-20% co-insurance to a maximum of \$850 for single coverage and \$1,700 for family coverage. The plan will pay 100% of the remaining covered expenses beyond the annual maximums, up to the lifetime maximum. The annual maximums do not include the deductibles.
- C. Outpatient/substance abuse and outpatient/psychiatric care services will be provided for up to 50 visits per person per year.
- D. Inpatient psychiatric care and substance abuse will be provided for up to thirty (30) days per person per year.
- E. Private duty nursing will be paid up to an annual maximum of \$5,000 per person.

- F. Physical medicine and rehabilitation services will be paid up to an annual maximum of \$10,000 per person.
- G. There is a twelve (12) month pre-existing condition limitation included in the plan. No pre-existing conditions requirements for children under the age of 19.
- H. Outpatient podiatric surgery and all related medically necessary expenses are covered up to a calendar year maximum benefit of \$2,500
- I. Chiropractic services covered by the plan will be limited to 35 visits per benefit period.
- J. Annual Pap Smear and Mammogram. (As per schedule)
- K. Annual prostate exam. (As per schedule)
- L. The Board may offer alternative benefit plans, provided participation by employees is voluntary.

23.2 Dental Insurance

Employees shall pay fifty percent (50%) per month of the cost of the program provided the employee works a minimum of thirty (30) hours per week. The Board will pay up to twelve dollars and fifty cents (\$12.50) per month for employees who work less than thirty (30) hours per week. Employees who work a minimum of thirty (30) hours per week shall not pay more than ninety dollars (\$90) per month for dental and prescription drug premiums effective only from 9/1/2002 through 2/1/2005.

There is a six-month limitation for exams. The employee's deductible for all costs is \$25 for single coverage and \$50 for family coverage and will apply to all costs. All adult orthodontia will not be covered by the dental program.

23.3 Life Insurance

The Board will pay the full cost for term life insurance in the amount of \$40,000 for each employee. Such benefit shall be reduced by one-third (1/3) of that amount when the employee reaches age sixty-five (65); another one-third (1/3) of that amount when the employee reaches age seventy (70); and to zero (0) at age seventy-five (75).

23.4 Prescription Drug Plan

Employees shall be provided with a prescription drug plan which shall be subject to the following provisions: (1) pharmacies designated by the plan must be used; (2) employee pays a co-pay at the time of purchase; (3) generic drugs must be used, where available on the market; and (4) there will be no front-end deductible.

Other provisions are as follows:

- A. The employee shall pay twenty percent (20%) of the cost of the prescription at the time of purchase or five dollars (\$5), whichever is more, with Board paying the remaining amount. Accordingly, prescription drug coverage is not a part of the major medical section of the health insurance plan. A mandatory formulary shall be in effect as a part of the plan.
- B. Generic drugs must be used where available. If a brand name prescription is selected by the employee in place of a generic prescription, the additional cost is borne by the employee.
- C. Employees shall pay 25% per month of the cost of the program provided the employee works a minimum of thirty (30) hours per week. The Board will pay up to twelve dollars and fifty cents (\$12.50) per month for employees who work less than thirty (30) hours per week. Employees who work a minimum of thirty (30) hours per week shall not pay more than ninety dollars (\$90) per month for 2/1/2005.

23.5 Vision Insurance

Employees shall be provided with single or family vision insurance, which shall be subject to the provisions below. The Board will pay up to twelve dollars and fifty cents (\$12.50) per month for employees who work less than thirty (30) hours per week.

- A. The plan shall provide for vision examinations once every twelve (12) months, lenses every twenty-four (24) months and frames every twenty-four (24) months.
- B. The plan shall cover usual, customary and reasonable charges for such items as:
 - 1. Examination;
 - 2. Materials for frames, single vision, bifocal, trifocal and lenticular lenses;
 - 3. In lieu of frames and lenses, contact lenses (necessary or cosmetic).
- C. Employees shall pay a ten dollar (\$10) co-payment.

23.6 General Provisions

- A. Where both a husband and wife are employed by the district, they shall only be eligible for one plan. This standard shall apply to all of the above mentioned insurances, except life insurance.
- B. To be eligible for coverage, employees hired after September 1, 1991 must have successfully completed his/her probationary period and provide satisfactory evidence of insurability for themselves and any other family member that would

be covered by the insurance. Such evidence must be approved by the Board's designated insurance representative. Upon approval of the evidence of insurability, such employees shall be eligible for insurance, and shall be required to complete an enrollment form.

- C. Covered dependents of employees shall become ineligible for such coverage at the end of the month in which they reach the appropriate age limitation established in the policy. The plan will cover children up to age 26 if the child is a full-time student in an accredited college, junior college or technical school and the child is allowed as a federal tax exemption.
- D. Spouses of new hires (hired after 11/1/96), if they have benefits available through their employer, must take benefit coverage. If the spouse does not take benefit coverage and is only covered by the Board's benefit plan, such spouse will be subject to a \$1,500 annual deductible.
- E. The Board shall offer all health insurance coverage (as listed in Article 23) for employees, spouses (including same-sex spouses) and their children.

23.7 Workers Compensation

- A. A staff member, injured while on the job, is covered by the State of Ohio Workers' Compensation Act, costs of which are assumed by the Board once the claim is certified.
- B. A staff member who sustains a work-related injury must report the injury and its circumstances to the Building Principal or School Nurse as soon as possible following the occurrence of the injury. A First Report of Injury, Occupational Disease or Death application (FROI-1) along with an Injury/Illness Investigation form must be submitted.
- C. Staff members must be treated at a BWC licensed facility (preferably Workable) which accepts work related injuries. The staff member's workability will then be determined.
- D. If staff member is unable to perform the functions of his/her position which could result in loss time, they have the option to receive a percentage of their average wages from The Bureau of Workers' Compensation until they are able to return to work full duty.
- E. The staff member has the option to receive salary continuation from the Board if the staff member has an adequate number of accumulated sick days. The Board will submit a Salary Continuation Agreement Form C-55 to the Ohio Bureau of Workers' Compensation. The agreement period should not exceed forty-five (45) days per submission form.
- F. If the staff member is unable to work due to a work-related injury, the staff member shall not be eligible to withdraw from the sick leave bank.

- G. If the staff members' time away from work depletes their sick leave balance, the Board will cancel the Salary Continuation Contract. The staff member must then apply for temporary total compensation with the Bureau of Workers' Compensation to receive their average wage.

Article 24 - Substance Abuse

No employee engaged in work or while in the workplace shall unlawfully manufacture, distribute, dispense, possess, or use any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, alcohol or any other controlled substance as defined in Federal and State law.

The workplace includes any school building, school property, school-owned vehicles, or school approved vehicle used to transport students to and from school or school activities; any school employee in charge of students off school property during any school-sponsored or school related activity, event, or function, such as a field trip or athletic event where students are under the jurisdiction of the Mansfield City School District.

As a condition of employment, each employee shall notify his/her appropriate administrator of his/her conviction of any criminal drug statute for a violation occurring in the workplace as defined above, not later than five (5) days after such conviction.

An employee who violates the terms of this policy shall enroll in, participate in, and complete a drug abuse assistance or rehabilitation program approved by the Board of Education. If the employee fails to enroll in, participate in, and complete such program, or if the employee has previously violated this policy, or if the violation of this policy results in criminal charges being filed against the employee, the employee shall be subject to disciplinary action under the Ohio Revised Code and the negotiated contract up to and including termination.

Article 25 - Savings Clause

- 25.1 The Board and MSEA agree that all provisions in this Agreement which supersede applicable state law, and which may permissibly do so under ORC 4117.10(A), shall not be considered contrary to those validly superseded state laws. Should any clause of this Agreement be held to be in violation of the law by a court of competent jurisdiction, then that clause of the Agreement shall be rendered null and void, but the remainder of the Agreement shall remain in full force and effect. At the request of either party, the parties shall meet to revise the invalidated provision so that it becomes legally valid.
- 25.2 Because of the parties' binding grievance arbitration provision, and in accordance with ORC 4117.10(A), the Mansfield Civil Service Commission has no jurisdiction relative to any provisions of this negotiated Agreement.

Article 26 - Subcontracting

Prior to subcontracting that would result in the loss of any bargaining unit position, the parties agree to discuss the issue in Labor Management Committee.

Article 27 - Staff Advisory Committees

Staff Advisory Committees established under the MSEA Certified Contract, Article 804, shall include at least one support personnel member.

Article 28 - Complete Agreement

- 28.1 For the life of this negotiated Agreement, the Board and the MSEA each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to negotiate with respect to any subject or matter referred to or covered in this Agreement and with respect to any subject matter not specifically referred to or covered in this Agreement, unless otherwise mutually agreed. The only exception to this is the subject of a newly created job in the district.
- 28.2 The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of negotiations. The understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth herein, and the parties agree that this Agreement constitutes the entire Agreement between them and settles all demands and issues on all matters within the scope of negotiations.

Article 29 - Duration

- 29.1 The terms and conditions of this negotiated Agreement shall be effective beginning July 1, 2015 and shall continue in full force and effect through the 30th day of June, 2018.
- 29.2 The provisions of this Agreement are binding on both parties. The Board agrees that all existing policies or regulations that are addressed in this Agreement are superseded and shall be rescinded.

Executed this 15th day of March, 2016.

Mansfield Board of Education

Frank M. Cline

John J. Davis

Imogene Hubbard

Sheryl Weber

Mansfield School Employees Association

Tom Jones

President

Anna Adams

Negotiating Team Member

Ellen J. Hill

Negotiating Team Member

Debra J. Sampson

Negotiating Team Member

Clair Caputo

Negotiating Team Member

A. Hill

Negotiating Team Member

WAGE SCHEDULE

APPENDIX A-1

MAINTENANCE (12 MONTH POSITION)

EFFECTIVE JULY 1, 2015 – JUNE 30, 2016				
YEAR	TEAM LEADER	MAINTENANCE TECHNICIAN	MAINTENANCE	GENERAL LABOR
0			\$16.26	\$10.08
1	\$20.05	\$16.92	\$16.76	\$10.28
2	\$20.29	\$17.44	\$17.32	\$10.50
3	\$20.63	\$18.05	\$17.62	\$10.68
4	\$20.89	\$18.30	\$17.65	\$10.90
5	\$21.21	\$18.36	\$17.81	\$11.11
6	\$21.55	\$18.53	\$17.90	\$11.31
7		\$18.65	\$18.07	\$11.55
8		\$18.72	\$18.18	\$11.77
9		\$18.88	\$18.26	\$12.00
10		\$19.00	\$18.39	\$12.24
11		\$19.13		
12				
13				
14				

EFFECTIVE JULY 1, 2016 – JUNE 30, 2017 (1% INCREASE)				
YEAR	TEAM LEADER	MAINTENANCE TECHNICIAL	MAINTENANCE	GENERAL LABOR
0			\$16.42	\$10.18
1	\$20.25	\$17.09	\$16.93	\$10.38
2	\$20.49	\$17.61	\$17.49	\$10.61
3	\$20.84	\$18.23	\$17.80	\$10.79
4	\$21.10	\$18.48	\$17.83	\$11.01
5	\$21.42	\$18.54	\$17.99	\$11.22
6	\$21.77	\$18.72	\$18.08	\$11.42
7		\$18.84	\$18.25	\$11.67
8		\$18.91	\$18.36	\$11.89
9		\$19.07	\$18.44	\$12.12
10		\$19.19	\$18.57	\$12.36
11		\$19.32		
12				
13				
14				

WE ARE AN AFFIRMATIVE ACTION & EQUAL OPPORTUNITY EMPLOYER

WAGE SCHEDULE

APPENDIX A-1 (Con't)

EFFECTIVE JULY 1, 2017 – JUNE 30, 2018 (1.5% INCREASE)				
YEAR	TEAM LEADER	MAINTENANCE TECHNICIAL	MAINTENANCE	GENERAL LABOR
0			\$16.67	\$10.33
1	\$20.55	\$17.35	\$17.18	\$10.54
2	\$20.80	\$17.88	\$17.76	\$10.76
3	\$21.15	\$18.50	\$18.06	\$10.95
4	\$21.42	\$18.76	\$18.09	\$11.17
5	\$21.74	\$18.82	\$18.26	\$11.39
6	\$22.09	\$19.00	\$18.35	\$11.59
7		\$19.12	\$18.52	\$11.84
8		\$19.19	\$18.64	\$12.07
9		\$19.35	\$18.72	\$12.30
10		\$19.48	\$18.85	\$12.55
11		\$19.61		
12				
13				
14				

WE ARE AN AFFIRMATIVE ACTION & EQUAL OPPORTUNITY EMPLOYER

WAGE SCHEDULE

APPENDIX B-1

CUSTODIAL (12 MONTH POSITION)

EFFECTIVE JULY 1, 2015 – JUNE 30, 2016									
YEAR	8 HR. ASST. CUSTODIAL	8 HR. ASST. 2ND SHIFT	8 HR. ASST. 3RD SHIFT	LEAD DAY CUSTODIAL	LEAD NIGHT CUSTODIAL	HEAD CUSTODIAN SMALL ELEM ----- PONY DRIVER	HEAD CUSTODIAN LARGE ELEM	HEAD CUSTODIAN MIDDLE SCHOOL ----- GROUNDS KEEPER ----- HEAD CUSTODIAN SHERMAN	HEAD CUSTODIAN MALABAR ----- HEAD CUSTODIAN HIGH SCHOOL
0	\$12.28	\$12.43	\$12.48	\$12.99	\$13.31	\$14.44	\$14.91	\$15.43	\$16.15
1	\$12.76	\$12.91	\$12.96	\$13.33	\$13.85	\$14.91	\$15.43	\$15.91	\$16.63
2	\$13.33	\$13.48	\$13.53	\$13.93	\$14.28	\$15.43	\$15.91	\$16.39	\$17.32
3	\$13.72	\$13.87	\$13.92	\$14.31	\$14.67	\$15.76	\$16.26	\$16.76	\$17.62
4	\$13.85	\$14.00	\$4.05	\$14.47	\$14.85	\$15.89	\$16.38	\$16.83	\$17.65
5	\$14.00	\$14.15	\$14.20	\$14.55	\$14.91	\$16.00	\$16.52	\$16.98	\$17.81
6	\$14.11	\$14.26	\$14.31	\$14.67	\$15.01	\$16.13	\$16.58	\$17.10	\$17.90
7	\$14.18	\$14.33	\$14.38	\$14.85	\$15.14	\$16.25	\$16.69	\$17.22	\$18.07
8	\$14.31	\$14.46	\$14.51	\$14.91	\$15.30	\$16.38	\$16.84	\$17.36	\$18.18
9	\$14.47	\$14.62	\$14.67	\$15.01	\$15.43	\$16.52	\$16.98	\$17.43	\$18.28
10	\$14.55	\$14.70	\$14.75	\$15.15	\$15.52	\$16.58	\$17.10	\$17.58	\$18.39
11									
12									
13									
14									

LONGEVITY	
15-20 YEARS	.20/HOUR
21-25 YEARS	.35/HOUR
26+ YEARS	.45/HOUR

WAGE SCHEDULE

APPENDIX B-1 (Con't)

EFFECTIVE JULY 1, 2016 – JUNE 30, 2017 (1% INCREASE)									
YEAR	8 HR. ASST. CUSTODIAL	8 HR. ASST. 2ND SHIFT	8 HR. ASST. 3RD SHIFT	LEAD DAY CUSTODIAL	LEAD NIGHT CUSTODIAL	HEAD CUSTODIAL SMALL ELEM ----- PONY DRIVER	HEAD CUSTODIAN LARGE ELEM	HEAD CUSTODIAN MIDDLE SCHOOL ----- GROUNDS KEEPER ----- SHERMAN HEAD CUSTODIAN	HEAD CUSTODIAN MALABAR ----- HEAD CUSTODIAN HIGH SCHOOL
0	\$12.40	\$12.55	\$12.60	\$13.12	\$13.44	\$14.58	\$15.06	\$15.58	\$16.31
1	\$12.89	\$13.04	\$13.09	\$13.46	\$13.99	\$15.06	\$15.58	\$16.07	\$16.80
2	\$13.46	\$13.61	\$13.67	\$14.07	\$14.42	\$15.58	\$16.07	\$16.55	\$17.49
3	\$13.86	\$14.01	\$14.06	\$14.45	\$14.82	\$15.92	\$16.42	\$16.93	\$17.80
4	\$13.99	\$14.14	\$4.09	\$14.61	\$15.00	\$16.05	\$16.54	\$17.00	\$17.83
5	\$14.14	\$14.29	\$14.34	\$14.70	\$15.06	\$16.16	\$16.69	\$17.15	\$17.99
6	\$14.25	\$14.40	\$14.45	\$14.82	\$15.16	\$16.29	\$16.75	\$17.27	\$18.08
7	\$14.32	\$14.47	\$14.52	\$15.00	\$15.29	\$16.41	\$16.86	\$17.39	\$18.25
8	\$14.45	\$14.60	\$14.66	\$15.06	\$15.45	\$16.54	\$17.01	\$17.53	\$18.36
9	\$14.61	\$14.77	\$14.82	\$15.16	\$15.58	\$16.69	\$17.15	\$17.60	\$18.46
10	\$14.70	\$14.85	\$14.90	\$15.30	\$15.68	\$16.75	\$17.27	\$17.76	\$18.57
11									
12									
13									
14									

EFFECTIVE JULY 1, 2017 – JUNE 30, 2018 (1.5% INCREASE)									
YEAR	8 HR. ASST. CUSTODIAL	8 HR. ASST. 2ND SHIFT	8 HR. ASST. 3RD SHIFT	LEAD DAY CUSTODIAL	LEAD NIGHT CUSTODIAL	HEAD CUSTODIAL SMALL ELEM ----- PONY DRIVER	HEAD CUSTODIAN LARGE ELEM	HEAD CUSTODIAN MIDDLE SCHOOL ----- GROUNDS KEEPER ----- HEAD CUSTODIAN SHERMAN	HEAD CUSTODIAN MALABAR ----- HEAD CUSTODIAN HIGH SCHOOL
0	\$12.59	\$12.74	\$12.79	\$13.32	\$13.64	\$14.80	\$15.28	\$15.82	\$16.56
1	\$13.08	\$13.23	\$13.29	\$13.67	\$14.20	\$15.28	\$15.82	\$16.31	\$17.05
2	\$13.67	\$13.82	\$13.87	\$14.28	\$14.64	\$15.82	\$16.31	\$16.80	\$17.76
3	\$14.07	\$14.22	\$14.27	\$14.67	\$15.04	\$16.16	\$16.67	\$17.18	\$18.06
4	\$14.20	\$14.35	\$4.15	\$14.83	\$15.22	\$16.29	\$16.79	\$17.25	\$18.09
5	\$14.35	\$14.51	\$14.56	\$14.92	\$15.28	\$16.40	\$16.94	\$17.41	\$18.26
6	\$14.46	\$14.62	\$14.67	\$15.04	\$15.39	\$16.54	\$17.00	\$17.53	\$18.35
7	\$14.54	\$14.69	\$14.74	\$15.22	\$15.52	\$16.66	\$17.11	\$17.65	\$18.52
8	\$14.67	\$14.82	\$14.87	\$15.28	\$15.68	\$16.79	\$17.26	\$17.80	\$18.64
9	\$14.83	\$14.99	\$15.04	\$15.39	\$15.82	\$16.94	\$17.41	\$17.87	\$18.74
10	\$14.92	\$15.07	\$15.12	\$15.53	\$15.91	\$17.00	\$17.53	\$18.02	\$18.85
11									
12									

WE ARE AN AFFIRMATIVE ACTION & EQUAL OPPORTUNITY EMPLOYER

WAGE SCHEDULE**APPENDIX C-1****FOOD SERVICE**

EFFECTIVE JULY 1, 2015 – JUNE 30, 2016					
YEAR	GENERAL FOOD	HEAD COOK ELEMENTARY	HEAD COOK SHERMAN	HEAD COOK M-H	FOOD SERVICE TECH.
1	\$9.53	\$10.53	\$10.86	\$11.22	\$16.92
2	\$9.71	\$10.84	\$11.14	\$11.40	\$17.44
3	\$9.92	\$11.19	\$11.40	\$11.65	\$18.05
4	\$10.16	\$11.27	\$11.58	\$11.87	\$18.30
5	\$10.28	\$11.47	\$11.81	\$12.16	\$18.36
6	\$10.54	\$11.66	\$12.02	\$12.33	\$18.53
7	\$10.84	\$11.90	\$12.27	\$12.60	\$18.65
8	\$11.53	\$12.17	\$12.48	\$12.79	\$18.72
9	\$12.28	\$13.11	\$13.47	\$13.81	\$18.88
10	\$12.48	\$13.85	\$14.23	\$14.55	\$19.00
11	\$13.23	\$14.58	\$14.92	\$15.30	\$19.13

LONGEVITY	
15-20 YEARS	.20/HOUR
21-25 YEARS	.35/HOUR
26+ YEARS	.45/HOUR

WAGE SCHEDULE

APPENDIX C-1 (Con't)

EFFECTIVE JULY 1, 2016 – JUNE 30, 2017 (1% INCREASE)					
YEAR	GENERAL FOOD	HEAD COOK ELEMENTARY	HEAD COOK SHERMAN	HEAD COOK M-H	FOOD SERVICE TECH.
1	\$9.63	\$10.64	\$10.97	\$11.33	\$17.09
2	\$9.81	\$10.95	\$11.25	\$11.51	\$17.61
3	\$10.02	\$11.30	\$11.51	\$11.77	\$18.23
4	\$10.26	\$11.38	\$11.70	\$11.99	\$18.48
5	\$10.38	\$11.58	\$11.93	\$12.28	\$18.54
6	\$10.65	\$11.78	\$12.14	\$12.45	\$18.72
7	\$10.95	\$12.02	\$12.39	\$12.73	\$18.84
8	\$11.65	\$12.29	\$12.60	\$12.92	\$18.91
9	\$12.40	\$13.24	\$13.60	\$13.95	\$19.07
10	\$12.60	\$13.99	\$14.37	\$14.70	\$19.19
11	\$13.36	\$14.73	\$15.07	\$15.45	\$19.32

EFFECTIVE JULY 1, 2017 – JUNE 30, 2018 (1.5% INCREASE)					
YEAR	GENERAL FOOD	HEAD COOK ELEMENTARY	HEAD COOK SHERMAN	HEAD COOK M-H	FOOD SERVICE TECH.
1	\$9.77	\$10.79	\$11.13	\$11.50	\$17.35
2	\$9.95	\$11.11	\$11.42	\$11.69	\$17.88
3	\$10.17	\$11.47	\$11.69	\$11.94	\$18.50
4	\$10.42	\$11.55	\$11.87	\$12.17	\$18.76
5	\$10.54	\$11.76	\$12.11	\$12.47	\$18.82
6	\$10.81	\$11.95	\$12.32	\$12.64	\$19.00
7	\$11.11	\$12.20	\$12.58	\$12.92	\$19.12
8	\$11.82	\$12.48	\$12.79	\$13.11	\$19.19
9	\$12.59	\$13.44	\$13.81	\$14.16	\$19.35
10	\$12.79	\$14.20	\$14.59	\$14.92	\$19.48
11	\$13.56	\$14.95	\$15.30	\$15.68	\$19.61

WE ARE AN AFFIRMATIVE ACTION & EQUAL OPPORTUNITY EMPLOYER

PARAPROFESSIONALS

EFFECTIVE JULY 1, 2015 – JUNE 30, 2016			
YEAR	HIGH SCHOOL PARA 1 YR. COLLEGE	PARA 2 YR. COLLEGE	ASSOCIATES DEGREE
0	\$10.54	\$11.47	\$12.06
1	\$10.85	\$11.73	\$12.34
2	\$11.00	\$12.05	\$12.67
3	\$11.28	\$12.22	\$12.80
4	\$11.41	\$12.40	\$13.02
5	\$11.64	\$12.59	\$13.17
6	\$11.86	\$12.81	\$13.43
7	\$12.13	\$13.03	\$13.64
8	\$12.32	\$13.21	\$13.82

After five (5) years' experience in the Mansfield City School District, 21 cents will be added to the base hourly rate of pay.

After ten (10) years' experience in the Mansfield City School District, 35 cents will be added to the base hourly rate of pay.

EFFECTIVE JULY 1, 2016 – JUNE 30, 2017 (1% INCREASE)			
YEAR	HIGH SCHOOL PARA 1 YR. COLLEGE	PARA 2 YR. COLLEGE	ASSOCIATES DEGREE
0	\$10.65	\$11.58	\$12.18
1	\$10.96	\$11.85	\$12.46
2	\$11.11	\$12.17	\$12.80
3	\$11.39	\$12.34	\$12.93
4	\$11.52	\$12.52	\$13.15
5	\$11.76	\$12.72	\$13.30
6	\$11.98	\$12.94	\$13.56
7	\$12.25	\$13.16	\$13.78
8	\$12.44	\$13.34	\$13.96

WAGE SCHEDULE**APPENDIX D-1 (Con't)**

EFFECTIVE JULY 1, 2017 – JUNE 30, 2018 (1.5% INCREASE)			
YEAR	HIGH SCHOOL PARA 1 YR. COLLEGE	PARA 2 YR. COLLEGE	ASSOCIATES DEGREE
0	\$10.81	\$11.76	\$12.36
1	\$11.12	\$12.03	\$12.65
2	\$11.28	\$12.35	\$12.99
3	\$11.56	\$12.53	\$13.12
4	\$11.70	\$12.71	\$13.35
5	\$11.93	\$12.91	\$13.50
6	\$12.16	\$13.13	\$13.77
7	\$12.44	\$13.36	\$13.98
8	\$12.63	\$13.54	\$14.17

WE ARE AN AFFIRMATIVE ACTION & EQUAL OPPORTUNITY EMPLOYER

WAGE SCHEDULE

APPENDIX E-1

SECRETARIES

EFFECTIVE JULY 1, 2015 – JUNE 30, 2016			EFFECTIVE JULY 1, 2016 – JUNE 30, 2017 (1% INCREASE)			EFFECTIVE JULY 1, 2017 – JUNE 30, 2018 (1.5% INCREASE)		
YEAR	A	AA	YEAR	A	AA	YEAR	A	AA
0	\$11.33	\$9.57	0	\$11.44	\$9.67	0	\$11.61	\$9.81
1	\$11.64	\$9.94	1	\$11.76	\$10.04	1	\$11.93	\$10.19
2	\$11.90	\$10.27	2	\$12.02	\$10.37	2	\$12.20	\$10.53
3	\$12.22	\$10.60	3	\$12.34	\$10.71	3	\$12.53	\$10.87
4	\$12.49	\$10.93	4	\$12.61	\$11.04	4	\$12.80	\$11.20
5	\$12.79	\$11.30	5	\$12.92	\$11.41	5	\$13.11	\$11.58
6	\$13.04	\$11.64	6	\$13.17	\$11.76	6	\$13.37	\$11.93
7	\$13.35	\$11.91	7	\$13.48	\$12.03	7	\$13.69	\$12.21
8	\$13.67	\$12.28	8	\$13.81	\$12.40	8	\$14.01	\$12.59
9	\$13.99	\$12.67	9	\$14.13	\$12.80	9	\$14.34	\$12.99
10	\$14.21	\$12.98	10	\$14.35	\$13.11	10	\$14.57	\$13.31
11	\$14.54	\$13.33	11	\$14.69	\$13.46	11	\$14.91	\$13.67
12	\$14.86	\$13.72	12	\$15.01	\$13.86	12	\$15.23	\$14.07
13	\$15.13	\$14.05	13	\$15.28	\$14.19	13	\$15.51	\$14.40
14	\$15.42	\$14.41	14	\$15.57	\$14.55	14	\$15.81	\$14.77

LONGEVITY	
15-20 YEARS	.20/HOUR
21-25 YEARS	.35/HOUR
26+ YEARS	.45/HOUR

WE ARE AN AFFIRMATIVE ACTION & EQUAL OPPORTUNITY EMPLOYER

WAGE SCHEDULE

APPENDIX F-1

**FOOD SERVICE-GENERAL CLEANING
(12 MONTH POSITION)**

EFFECTIVE JULY 1, 2015 – JUNE 30, 2016		EFFECTIVE JULY 1, 2016 – JUNE 30, 2017 (1% INCREASE)		EFFECTIVE JULY 1, 2017 – JUNE 30, 2018 (1.5% INCREASE)	
YEAR		YEAR		YEAR	
1	\$10.00	1	\$10.10	1	\$10.25
2	\$10.28	2	\$10.38	2	\$10.54
3	\$10.61	3	\$10.72	3	\$10.88
4	\$10.92	4	\$11.03	4	\$11.19
5	\$11.24	5	\$11.35	5	\$11.52
6	\$11.57	6	\$11.69	6	\$11.86
7	\$11.91	7	\$12.03	7	\$12.21
8	\$12.27	8	\$12.39	8	\$12.58
9	\$12.63	9	\$12.76	9	\$12.95
10	\$12.98	10	\$13.11	10	\$13.31
11	\$13.36	11	\$13.49	11	\$13.70

LONGEVITY	
15-20 YEARS	.20/HOUR
21-25 YEARS	.35/HOUR
26+ YEARS	.45/HOUR

WE ARE AN AFFIRMATIVE ACTION & EQUAL OPPORTUNITY EMPLOYER

SECRETARIAL JOB CATEGORY A

Director of Vocational Education
Supervisor of Staff Development
Middle School Principal
Elementary School Principal - 10 Months
Office of Curriculum and Instruction
Director of Adult and Community Education Program
High School Principal
Office of Pupil Personnel Services
Supervisor of Libraries and Media Center
Supervisor of Technology and Assessment
High School Assistant Principal
Central Office Switchboard Operator

Mansfield City Schools
Mansfield, Ohio

Application for Donation to Sick Leave Bank

Employee's Name: _____

Date: _____

School/Department: _____

I hereby request to donate one day of my sick leave to the Sick Leave Bank.

_____ I am a Certified staff member.

_____ I am an Education Support Professional (Support staff).

_____ Yes, I do want to participate in the sick leave bank.

_____ No, I do not want to participate in the sick leave bank.

By checking yes, I authorize the Treasurer's office to deduct one day of sick leave from my accrued sick leave.

Signature of Staff Member

*Form must be turned into the MSEA President or designee before October 1st.

Mansfield City Schools
Mansfield, Ohio

Application to withdraw from Sick Leave Bank

Employee's Name: _____

School/Department: _____

I am a member of the Sick Leave Bank _____ Yes _____ No

I am requesting sick leave for: _____ Myself _____ Spouse/Child

I have used all of my accrued sick leave, personal leave, vacation time, or compensation time. *

**If not, you are not eligible to withdraw days from the Bank*

The reason for this request is: _____ Catastrophic illness
_____ Long-term chronic illness
_____ Required surgical procedure
_____ Serious accident or injury requiring extended rehabilitation
_____ Chronic personal illness

Signature of attending physician, medical specialist, or appropriate medical personnel and date.

Signature Date Printed name and phone number

I am requesting that as a member of the Sick Leave Bank I withdraw days starting*

_____ and ending _____
(Month/Day/Year) (Month/Day/Year)

(*if known, may be filled in at a later date) to be no later than 30 days for a Spouse/Child or 90 days if employee is the reason for the request.

Signature of Staff Member

Signature of MSEA President
or Designee

Signature of Treasurer
or Designee

White Copy - Treasurer's Office
Yellow Copy - MSEA Copy
Pink Copy - Member's Copy

**GRIEVANCE REPORT FORM
(To Be Filed in Triplicate)**

Grievance # _____ **Date Filed** _____

Name of Aggrieved _____

Building _____ **Assignment** _____

**LEVEL TWO
(Submitted to Immediate Supervisor)**

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance

2. Relief Sought

Signature of Aggrieved

Date

C. Disposition by Supervisor

Signature of Supervisor

Date

**LEVEL THREE
(Submitted to Superintendent)**

A. Position of Aggrieved/or Association

Signature of Aggrieved

Date

B. Disposition by Superintendent or Designee

Signature of Superintendent or Designee

Date

**LEVEL FOUR
(Voluntary Mediation)**

Both parties agree to voluntary mediation as outlined in Article 3.9.

Signature of Superintendent or Designee

Date

MSEA President

Date

APPENDIX J 3

Article 3

**LEVEL FIVE
(Submitted to Arbitrator)**

- A. Position of Aggrieved or Association**

- B. Date Submitted to Arbitration _____**

- C. Disposition and Award of Arbitrator**

Signature of Arbitrator

Date