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NEGOTIATED AGREEMENT
BETWEEN
THE MECHANICSBURG EXEMPTED VILLAGE SCHOOL DISTRICT
BOARD OF EDUCATION
AND
THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES
OAPSE/AFSCME LOCAL 4/ AFL-CIO
AND ITS
LOCAL #502

JULY 1, 2013 THROUGH JUNE 30, 2016



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Article 1
RECOGNITION

- A. The Mechanicsburg Exempted Village Schools Board of Education (hereinafter referred to as the "Board") recognizes the Ohio Association of Public School Employees/American Federation of State, County and Municipal Employees Local 4/AFL-CIO, and its Local #502 (hereinafter referred to as the "Union") as the sole and exclusive bargaining representative for the following classifications.

Included: All employees employed in the following classifications: Maintenance, Custodial, Secretary, Aide – Classroom, Playground, Bus Aide, Bus Driver, Food Service, Cashier, and EMIS Coordinator.

Excluded: All other employees of the employer: All Management employees, supervisors, and confidential employees as defined by Ohio Revised Code Chapter 4117, and seasonal and casual employees as defined by SERB.

Article 2
THE NEGOTIATING PROCESS

- A. Representation:
Designated Representatives of the Board and the Union shall meet to Negotiate in good faith in accordance with the procedures set forth within this Agreement. The Teams shall consist of Representatives of the Union, not to exceed five (5), and Representatives of the Board, not to exceed five (5).
- B. Authority of Negotiators:
While no Final Agreement can be executed by the Negotiators, the Parties mutually pledge that the Representatives will be clothed with all necessary power and authority to make proposals, counterproposals and reach compromises in the course of Negotiations.
- C. Subjects of Negotiation:
The subjects of negotiation shall include all matters pertaining to wages, hours, and terms and conditions of employment, and the continuation, modification or deletion of an existing provision of this collective bargaining agreement.
- D. Negotiation Schedule:
Negotiations on the subjects specified above may commence between the sixtieth (60th) and ninetieth (90th) day prior to expiration of this Agreement. Either Party may serve Notice on the other that it wishes to commence Negotiations for an amended Agreement. A copy of the Notice shall be sent to the State Employment Relations Board, unless the Parties agree in writing to an extension of time.
- E. Good Faith Negotiating:
All Parties involved recognize their responsibilities for negotiating in good faith. "Good Faith" means the obligation of the Negotiating Teams to meet at reasonable times and places, to react to the other's Proposals and respond to an unacceptable Proposal with a Counterproposal or a reason for its rejection. "Good Faith" does not require that either Party agree to a Proposal or make a concession. Both Parties recognize the right of each Party to present its views and opinions without censure or penalty.
- F. Meeting:
A mutually convenient Meeting date shall be set within fifteen (15) days of the date of the Notice. Proposals to be presented for Negotiations must be exchanged at least forty-eight

(48) hours prior to the Meeting and shall constitute the Agenda for the Meeting. No additional proposals may be added to the Agenda after that time except by mutual consent. Negotiation Meetings shall be held in Executive Session at a mutually agreed upon location.

Meetings shall be scheduled to interfere least with School schedules. When it is mutually agreed that a Meeting will take place during the working day, School employees of the Negotiating Team shall be given release time without loss of pay.

As negotiated items are agreed upon, they shall be reduced to writing and initialed by the Chief Negotiator of each Party. Such initialing shall be construed as Tentative Agreement by both Parties on that item or issue, subject to finalization (pending completion of the entire Agenda) by ratification of the Membership of the Union and adoption by the Board as provided in Section J of this Article.

Either party may call for a caucus of up to thirty (30) minutes. Bargaining sessions shall last a maximum of three (3) hours, unless extended by mutual agreement of both parties. Days shall mean calendar days unless specified otherwise.

If necessary, the date, time and place of the next Meeting shall be established.

G. Exchange of Information:

Upon written request, the Parties shall furnish to each other all relevant information which is not prohibited by State or Federal Law.

H. Consultants:

The Parties may call upon competent Professional and Lay Representatives to consider matters under discussion and to make suggestions. Cost of such Consulting Service shall be borne by the Party requesting it.

I. While Negotiations Are In Progress:

1. During any phase of negotiations, including mediation, there will be no public releases of information to the media unless agreed upon by both parties. In such instances when releases are agreed upon, said releases shall be in writing and both parties shall approve of the release prior to its dissemination.
2. Both parties may issue progress reports to their members so as to keep their members informed with respect to the progress of negotiations.
3. It shall be the responsibility of both parties to inform their respective members that all progress reports are confidential and any information derived from such reports shall not be disclosed to the general public.

J. Agreement:

1. When final agreement is reached through negotiations, the outcome shall be reduced to writing and submitted to the Union for ratification within thirty (30) days. Following ratification by the Union, the contract shall be submitted to the Board for adoption within thirty (30) days notice of Union ratification. Upon official adoption by the Board, the contract shall be signed by both parties. The two chief negotiators shall then meet to make non-substantive organizational changes to the contract prior to its final typing and printing. Only agreed upon changes will be implemented; if the chief negotiators disagree, the article, provision, enumeration or location in the contract will remain the same and new articles will be placed at the end of the contract just prior to the Duration of the Contract Provision. It shall be the responsibility of the Union to print and distribute copies of the contract to the members. It shall be the responsibility of the Board to print and distribute copies of the contract to the administrators.

K. Disagreement:

1. Responsibilities:

Recognizing their respective responsibilities for the welfare of the Children of the School District, the Parties accept their obligation to avoid interrupting the operation of the School System. To this end, the Parties pledge to negotiate in good faith and, in the event of disagreement, to use all mandatory facilities as are available. The Union agrees that it will not, during the effective period of this Agreement, engage in or encourage any form of work stoppage, nor will it refuse to, or encourage a refusal to, render full service.

2. Disagreement:

In the event an agreement is not reached through negotiations after sixty (60) days of bargaining and after full consideration of all proposals and counterproposals, either of the parties shall have the option of declaring impasse. The parties shall jointly prepare a request for a mediator and direct such request to the Federal Mediation and Conciliation Service (FMCS). The assigned mediator shall have the authority to call meetings for the purpose of promoting and agreement between the parties. The mediator has no authority to recommend or to bind either party to any agreement(s). In the event there are costs and expenses for such service (FMCS), the cost shall be shared equally by the Board and the Union. In the event mediation does not produce an agreement, the Board shall have the right to unilaterally implement its final offer and communicate such to the employees. The Union may exercise its right to strike in accordance with Ohio Revised Code Chapter 4117.

3. Effective Date:

This procedure shall direct all future negotiations after the initial collective bargaining agreement is ratified.

Article 3

GRIEVANCE/ARBITRATION PROCEDURE

A. PHILOSOPHY AND PURPOSE

The purpose of the grievance procedure is to secure a decision at the lowest level by the Administrator having the authority to resolve it.

Every effort should be made to resolve the issue when it arises on an informal basis rather than enter in to formal proceedings.

This procedure will be available to all bargaining unit employees with the guarantee that no reprisals of any kind will be taken against any employee initiating or participating in the grievance procedure.

B. DEFINITIONS

1. A GRIEVANCE shall be defined as a formal charge or claim made by an affected bargaining unit employee alleging that there has been a violation, misapplication of, or a failure to comply with a provision of this Agreement or the discipline or discharge of any employee.

2. A GRIEVANT shall be defined as the affected bargaining unit member or the OAPSE expressing a grievance. A grievance alleged to be a "group" grievance shall have arisen out of identical circumstances affecting each member of said group.
 3. WORKING DAY shall be defined as any day (excluding Saturdays or Sundays) when the school district central office is open and conducting school business.
- C. INFORMAL HEARING (Step 1)
- If the grievant believes there is a basis for the grievance, the grievant shall first discuss the matter with the grievant's supervisor in an effort to resolve the problem informally. The grievant may be accompanied by a Union representative or any other member of the bargaining unit.
- D. SUPERVISOR REVIEW (STEP 2)
1. The grievant who wishes to file a formal grievance shall submit a completed copy of the Grievance Report Form to the grievant's Supervisor within fifteen (15) working days of the act or occurrence giving rise to the grievance or no later than fifteen (15) working days after the grievant knew or should have known of the act or occurrence. The form shall be complete and contain a concise statement of the grievance and must cite all specific sections of this Agreement being grieved. Any sections of this Agreement not cited in the grievance are waived.
 2. The Supervisor or designee shall then meet with the grievant in order to reach a decision within ten (10) working days of receipt of the grievance. The decision and rationale for the decision shall be issued in writing within ten (10) working days after such meeting. Copies shall be provided to the grievant and the Union.
- E. SUPERINTENDENT REVIEW (STEP 3)
1. If the grievance is not resolved at Step 2, the grievant may submit to the Superintendent a completed copy of the Grievance Report Form within ten (10) working days after the Supervisor renders a decision.
 2. The Superintendent or designee shall then meet with the grievant within ten (10) working days of receipt of the matter by the Superintendent. The decision and rationale for the decision shall be issued in writing ten (10) working days after such meeting. Copies shall be provided to the grievant and the Union.
- F. BINDING ARBITRATION (STEP 4)
1. If the grievance is not resolved at Step 3, the grievant upon written approval of the Union, may submit to the Superintendent a completed copy of the Grievance Report Form requesting arbitration within ten (10) working days of the receipt of the written response.
 2. The arbitrator shall be requested by the grievant within twenty (20) additional working days. An appeal to arbitration shall be initiated by giving written notice of such appeal to the Federal Mediation and Conciliation Service ("FMCS") and simultaneous notice to the Superintendent. The arbitrator shall be picked either by mutual agreement or by requests for a panel from FMCS. The list shall be a panel of ten (10) arbitrators.
 3. Within ten (10) working days following receipt of a list of arbitrators from FMCS, the parties shall mutually select an arbitrator. If the arbitrator is not selected by mutual agreement, the parties will alternate in striking names until only one (1) name

remains. The party to strike first shall be determined by a flip of a coin, or as the parties otherwise agree. If the list of arbitrators is not acceptable to both parties, the parties may request a new list of arbitrators.

4. The fees and expenses of arbitration shall be the responsibility of the party that loses the award. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other.
5. The arbitrator shall be requested to render a decision as quickly as possible, but in any event, no later than thirty (30) calendar days after the close of the hearing unless the parties agree otherwise. The arbitrator's decision shall be final and binding upon the parties. Arbitration shall be limited to one grievance at any one time, unless the parties agree otherwise.
6. The arbitrator shall not have the power to add to or subtract from, or modify any of the terms of this Agreement. The arbitrator's decision shall be limited to only the question or questions submitted for decision. The arbitrator shall not substitute a judgment for that of the when the Board's judgment and actions do not violate the written provisions of this Agreement. The arbitrator shall make no award that would result in the violation of state or federal law.

G. GENERAL PROVISIONS

1. All documents, communications, or records dealing with a grievance shall be filed separately from the personnel files of the participants.
2. A grievance may be withdrawn at any level by the grievant without prejudice.
3. Time limits indicated in this grievance procedure are maximum limits, however, they may be extended by written agreement of the parties. If the grievance is not initiated within fifteen (15) working days after the grievant is affected by the event or condition upon which it is based, or within fifteen (15) working days after the grievant knew or should have known of the events or conditions giving rise to the grievance, the grievance is waived.
4. Failure at any step of this procedure by the Administration to communicate the disposition of the grievance within the time limits provided shall advance the grievance to the next step of the Grievance Procedure. The grievant or the Union must file an appeal after each step within ten (10) working days after the receipt of a decision from the previous step or the grievance is waived.
5. All meetings or hearings under the grievance procedure shall be conducted at a mutually agreeable time and place.

Article 4
MANAGEMENT RIGHTS

- A. Except as expressly and specifically agreed otherwise in this collective bargaining agreement, nothing in this bargaining agreement impairs the right and responsibility of the Board of Education to:
1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology and organizational structure;
 2. Direct, supervise, evaluate, or hire employees;
 3. Maintain and improve the efficiency and effectiveness of governmental operations;
 4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
 5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign schedule, promote, or retain employees;
 6. Determine the adequacy of the work force;
 7. Determine the overall mission of the employer as a governmental unit;
 8. Effectively manage the work force;
 9. Take actions to carry out the mission of the Board of Education.
- B. The Board of Education is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms, and conditions of employment and the continuation, modification, or deletion of an existing provision of this collective bargaining agreement.

Article 5
UNION RIGHTS

- A. Access to Work Site
OAPSE Field Representative shall be permitted to appear on work sites during working hours for the purpose of determining whether there is compliance with the Agreement, or to investigate and/or resolve Grievances provided that they shall not disrupt or interfere with work performance. Representatives will check in the Superintendent's Office.
- B. Bulletin Board/In-House Mail
The Union may use designated Bulletin Board space in every School Building to post and remove notices of Union activities and matters of concern related to the school district. Union Representatives shall have access to such Bulletin Board space and the right to post and remove notices of Union activities. Any item posted will not contain material that is defamatory, obscene, libelous, derogatory, false, or tends to impede or disrupt the normal operations of the District. Posting a Notice of a Legal Strike shall not be deemed a violation of this provision. Out of date material will be removed.

Union Representatives shall have the right to use the District's mailing system in transmitting materials, provided the Board continues to use such a system. The Elected Officials of the Union shall be responsible for all materials as to quality and content. The Union shall not use the system to distribute any materials that are defamatory, obscene, libelous, derogatory, false, or tends to impede or disrupt the normal operations of the District. Distribution of a Notice of a Legal Strike shall not be deemed a violation of this provision.

Each classified employee shall be provided an e-mail address and be granted computer access.

C. Orientation

The Union shall be permitted equal the same amount of time as MEA during the opening session for the school year to communicate with Bargaining Unit Members regarding Union business/benefits.

D. Rights to Leaves for Union Business

The Board of Education will provide the local President and eligible delegates (maximum of two (2) persons) a maximum of three (3) days of release time to attend the annual OAPSE conference. It is the responsibility of the President to provide the Superintendent with a list of eligible delegates and the dates of this annual conference. This list must be submitted to the Superintendent at least thirty (30) calendar days prior to the conference in order to give the administration and supervisor time to arrange substitutes.

E. Board Agenda

The Local Union President shall be given a copy of the Board of Education meeting agenda the day prior to the meeting.

F. Use of Buildings and Equipment

1. The Union shall have the right to use school buildings for Union meetings after the teacher workday.
2. The Union will submit to the Superintendent in writing an application for building use, providing reasonable advance notice of its desire to use a particular building for a meeting. The Union will schedule its meetings to avoid conflict with school activities or previously scheduled meetings or events.
3. The Union may use, after the teacher workday, school telephones, typewriters, duplicating machines, and audio-visual equipment, provided they are not being used or are not required for any school business or activity. Bargaining unit members may use such equipment only after completion of their workday. The Union will provide or reimburse the school district for all supplies used.
4. The Union shall promptly pay for all long distance calls and any tax attributable to the Unions long distance calls.
5. The Union will assume financial responsibility for any loss or damage to school equipment that is caused by Union use.

Article 6
AFSCME PEOPLE

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

Article 7
SENIORITY

- A. System Seniority is defined as the length of continuous employment with the Board as computed from the employee's most recent date of hire in the bargaining unit. In the event two (2) or more employees have the same date of hire, their order of seniority will be determined as follows:

- a. First - The date of the Board of Education meeting at which the employee was hired as a regular contract employee;
- b. Second - The first work day on the job as a regular employee in the bargaining unit;
- c. Third - The last four digits of the employee's social security numbers shall determine seniority ranking, the highest number being considered the highest in seniority.

Example:	Number	Rank
	1894	1
	1800	2
	0900	3
	0814	4

- B. Job Classification Seniority is defined as the length of continuous employment in a particular job classification as computed from the employee's most recent entry into such classification. Any employee who leaves a particular classification and subsequently returns shall regain his/her previously accumulated seniority.
- C. Board approved sick leaves shall not constitute a break in continuous service and shall not cause any adjustment in the initial date of employment of the employee for the purpose of seniority and seniority based benefits for a maximum of one (1) year.
- D. Time spent on authorized unpaid leave of absence of ninety (90) work days or more shall not constitute a break in service and leave time shall not be counted in the calculation of seniority. Time spent on an unpaid leave of less than ninety (90) work days shall be counted in the calculation of seniority.

Article 8
VACANCIES, TRANSFERS AND ASSIGNMENTS

A. Vacancies

1. A vacancy occurs when an employee has left a bargaining unit job and the Superintendent determines to fill the vacancy or when a new bargaining unit position is created
2. When a vacancy occurs or is created, an announcement of the vacancy shall be posted in each building. The posting will contain the following information:
 - a. Title of the bargaining unit position available
 - b. Hourly rate of pay
 - c. The minimal qualifications/experience requirements
 - d. The application deadline
 - e. The anticipated starting date
 - f. Location of the posting will be in the main office in each building.
 - g. The individual to whom the application will be submitted
3. All vacancies of bargaining unit positions shall be emailed to all employees with an active email account and posted in the main offices of all buildings, near all mailboxes of classified employees. When vacancies occur when school is not in session during June, July or August, the district will notify employees of vacancies through the automated call system before the email is sent out. Notifications are deemed completed by the Board once the posting is posted by email. All summer postings will be posted for five (5) calendar days. After the 5 day posting period has passed, the vacancies will be posted on the district website.
4. Any employee wishing to apply for the posted vacancy must submit the employee's application to the Superintendent prior to the close of the posting period in order to be considered for the position. Current members of the bargaining unit who meet the minimal qualifications contained on the job posting, and who timely apply, shall be given consideration for employment in posted positions. Minimal qualifications are those criteria that must be possessed by an employee, as determined by the Superintendent, for the application to be accepted. Once an application is deemed acceptable, other qualifications, including but not limited to the following will be examined by the Superintendent: abilities, work record, performance history, experience in a classification, capacity to elicit proper student behavior, and to control improper student behavior and job related personal characteristics such as attitude and amenability to direction. If two or more candidates are equally qualified, the vacancy will be filled by the senior employee.
5. If the Superintendent is not satisfied with the qualifications of those who applied during the five (5) day posting period, consideration may be given to non employees.
6. An employee applicant who is chosen to fill a vacancy shall have twenty (20) working days in which to demonstrate satisfactory performance or the Superintendent will return the employee to his or her previous position and pay rate. The employee also may decide within twenty (20) working days to return to his or her prior position and pay rate.
7. An employee who successfully bids on a vacancy in a different classification is to be paid at the beginning step of the new classification regardless of whether it is an increase or decrease in pay, and advance thereafter according to the experience in

that classification. If the employee returns to his or her original classification after the twenty (20) day trial period, the employee shall be paid on the salary schedule to reflect the employee's prior years of experience in that classification.

8. Nothing within this article restricts the Superintendent's right to determine when a vacancy exists and whether or not to fill such vacancy as long as the provisions set forth in this agreement are followed.
9. For positions where the beginning compensation step of the classification does not attract qualified applicants due to existing market value, the Superintendent may award up to an additional five (5) years credit on the salary schedule at the Superintendent's discretion.
10. The Union shall be provided with a current seniority list of all bargaining unit employees on or before October 15. Any employee objection to the list must be made within twenty (20) calendar days.

B. Transfer and Assignments

1. Nothing within this article shall restrict the Superintendent's right to reassign or transfer an employee into a vacancy before posting any vacancy.
2. The Superintendent will attempt to make reassignments for the forthcoming school year during the summer. When a reassignment is made, the affected employee shall receive written notification of the change at the employee's home address. Upon request, the employee shall be granted a conference with the Superintendent to discuss the change. The employee shall have the right to representation at the conference, if requested.
3. A reassigned employee who involuntarily leaves one classification and enters another is to be paid at the beginning step of the new classification unless doing so decreases the employee's pay. An employee who is involuntarily transferred to a different classification with a lower pay rate shall retain his or her current pay until the employee's experience in that classification results in an increase in pay. If the employee returns to their original classification after the twenty (20) day trial period, the employee shall be paid on the salary schedule to reflect the employee's prior years of experience in that original classification.

C. Trial Period

1. Newly hired employees shall serve a probationary period of not more than sixty (60) work days from their initial employment date. The Superintendent may implement a removal from employment at any time during the trial period at the Superintendent's sole and unilateral discretion. A removal during the trial period shall not be subject to the grievance procedure or any appeal process.
2. Current employees appointed to fill a vacancy under section A. above will undergo up to a twenty (20) working day trial period. Should that trial period prove unsatisfactory to the employee or the Superintendent, it is understood the employee would be reassigned to their former position in the school district. Any employee hired to replace the current employee returning to their former position may be laid off at the sole discretion of the Superintendent without recourse.

Article 9
LAYOFF AND RECALL

A. Reduction In Force

1. No bargaining unit classification or position shall be filled by any person not a member of the bargaining unit while any member of the bargaining unit is laid off pursuant to this Article.
2. In the event it becomes necessary to reduce classified staff due to lack of funds, lack of work, or building closures, the following procedure shall govern such layoffs:
 - a. The number of employees affected by reductions shall be kept to a minimum by not employing replacements, insofar as it is practical, for employees who resign, retire, or otherwise vacate a position.
 - b. Prior to the Board instituting such reductions in the classified staff, the Board or its designee(s) and the Union or its designee(s) shall meet to discuss the reductions.
3. When any reduction occurs, the concept of job classification seniority shall prevail.
4. When it has been determined that a reduction is necessary, either system-wide, within a classification or within a department or building, temporary or new employees in an initial probationary status shall be laid off first. Additional reductions shall begin with the least senior employee in any classification, department or building continuing in order of seniority until the reduction is complete.
5. Any employee affected by such a reduction, whether directly or indirectly, shall be granted bumping rights. If an employee chooses to utilize bumping rights, the employee must notify the Superintendent in writing within ten (10) calendar days after written notification of the reduction in force is sent.
6. Bumping shall be exercised on the basis of job classification seniority as set forth in Section 3 and present pay range. Any employee affected by such reduction may displace a less senior employee within the same classification or in a lower or equivalent classification in the following order:
 - a. Within the same classification.
 - b. Within the classification the employee held immediately prior to holding then new classification from which the employee was laid off.
7. An employee who retrogress under the provisions of this procedure to a lower pay range shall not be reduced in pay, but shall retain their current rate of pay, and remain frozen until such time as they return to their original or equivalent position or until the salary of the new position surpasses that which the employee was earning prior to retrogression.
8. Thirty (30) working days prior to the effective date of any layoff, the Board shall prepare and post for inspection, in a conspicuous place, a list containing names, seniority dates and classification, and indicate which employees are to be laid off and a copy shall be sent to the Union President. Each employee to be laid off shall be given a thirty (30) day advance written notice of the layoff with a statement advising the employee of his/her bumping and reinstatement rights.

9. Vacancies which occur during the period of a reduction in force shall be posted pursuant to Article 8, Filling of Vacancies. Vacancies remaining following the Posting and Bid Procedure shall be offered to or declined in writing by the employee standing highest on the appropriate reinstatement list for the classification in which such vacancy occurs before the next person on the list is considered. The employee shall be notified by personal service or by registered or Certified Mail Addressed to the employee's last known address.
10. Any employee reduced in classification or laid off shall retain recall rights for a period of two (2) years during which time the Board shall not hire any new employee to any classification affected by a reduction until all employees within the classification who were reduced or laid off have been offered an opportunity to be reinstated. Reinstatement from the recall list shall be to the same or equivalent position and hours as previously held prior to layoff. However, an employee who may be offered lesser hours or a lesser position may refuse and shall not lose his/her standing on the recall list. If reinstated during this period, the employee shall resume all rights related to salary and fringe benefits. Notice of Reinstatement shall be made by personal service or by Registered or Certified Mail to the last known address given to the Treasurer by the employee. Employees shall have ten (10) calendar days from the date of mailing to accept the position opening. Any employee who fails to respond in writing within ten (10) calendar days and declines an offered position shall forfeit all recall rights.
11. This article shall not require the Board to fill any vacancy, nor shall it interfere with any other lawful personnel procedures in the district.

**Article 10
SICK LEAVE**

- A. Sick Leave
Each Employee shall be entitled to fifteen (15) days Sick Leave with pay each year which will be credited at the rate of one and one-fourth (1-1/4) per month. Unused sick leave may accumulate up to two hundred fifty-four (254) days.
- B. Procedure
All employees may use Sick Leave for absence due to illness, injury, exposure to contagious disease, and illness or death in the employee's immediate family.
 1. Bargaining unit members will be permitted to use Sick Leave in one-quarter (1/4), one-half (1/2) or full-day segments.
 2. Employees may transfer sick leave accumulated in other Ohio Public Employment up to one hundred twenty (120) days.
 3. Immediate family is defined as mother, father, grandparent, grandchild, spouse, child, parent-in-law, step-parent, step-child, brother, sister, brother in law, sister in law, grandparent in law, or a person living with the same household pursuant to court order or a person living in the same household that is or could be claimed as a dependent, under the Internal Revenue Code. The school district may require the employee to verify any relationship.
 4. Upon return to work, the employee shall complete the Sick Leave Form provided by the Board to verify the use of sick leave. If medical attention is required beyond five

(5) days, the form shall indicate the name and address of the attending physician, and the date(s) consulted.

5. Holidays occurring during the period of absence shall not be deducted from the absent employee's accumulated days.

Article 11 LEAVES OF ABSENCE

A. Personal Days

1. Bargaining Unit Employees shall be granted four (4) days of paid Personal Leave time annually (July-June). Paid Personal Leave shall be charged in minimum increments of one-quarter (1/4) day and may be used for any reason, provided the employee gives his Supervisor at least one (1) day (24 hours) advance notice of his intention to take paid Personal Leave time, unless an emergency precludes appropriate notice and a suitable substitute is available.
2. When Personal Leave is used, it shall be deducted from the employee's unused balance. Employees shall receive notice of their remaining Personal Leave balance on each paycheck.
3. Newly appointed full-time employees shall be credited with four (4) Personal Days prorated as of the date of hire.
4. Employees with remaining personal days shall have it converted to sick leave on or before July 15th.

B. Military Leave

All employees shall be granted a Leave of Absence for Military duty in accordance with Federal and State Law.

C. Leave Without Pay

1. A leave of absence without pay is interpreted to mean a period of absence from duty for which a written request has been made and formal approval has been granted by the Board. The Board shall grant a leave of absence for a period not exceeding two successive school years where illness or disability is the reason for the request. Leaves of absence without pay for any purpose shall not extend for a period of time longer than two (2) school years and is at the discretion of the Board of Education. At the end of the first leave of absence, one additional leave of absence may be requested, except that no leave of absence shall extend beyond the limit of an individual's contract term.
2. Insurance Benefits
Employees on an approved Leave of Absence shall be permitted to continue in all insurance benefits upon payment to the Treasurer one hundred percent (100%) of the monthly premiums.
3. Reinstatement
In all cases of unpaid Leaves of Absence, the employee shall give Notice of Intent to return to the former position at least thirty (30) calendar days prior to the expiration of the Leave.

- D. Jury Duty
A regular employee shall be granted time off for Jury Duty and suffer no loss of pay. The Board shall pay the difference between Jury pay and regular pay only.
- E. Pregnancy Leave
A pregnant employee shall be entitled to use accumulated Sick Leave for maternity purposes for a total of thirty (30) sick days prior to the anticipated delivery date and following delivery. For medical reasons, a pregnant employee may use Sick Leave at any time during pregnancy. Should, for medical reasons, an extension of time following delivery be required, Sick Leave may be used with a doctor's excuse or the employee may request an unpaid Leave of Absence under C, above, if otherwise eligible.
- F. Adoption Leave
An Adoption Leave of Absence without pay or increment shall be granted to an employee who adopts a child. Such Leave of Absence shall begin on the date of the adoption and not exceed two (2) years.
- G. Paternity Leave
Male employees may use two (2) weeks sick leave upon the birth of a child.
- H. Bereavement Leave
Bargaining unit employees shall be granted a paid leave of five (5) days for death in the immediate family for each occurrence. This leave shall be deducted from employee's accumulated sick leave. Immediate family shall be defined as noted in Article 10, Sick Leave. Additional bereavement leave may be granted upon request to the Superintendent.

Two days of sick leave shall be granted upon the death of relatives, other than specified above. Upon request to the Superintendent or his/her designee, additional days to a maximum of five may be granted upon review of circumstances.
- I. Professional Leave
Classified Employee may attend, without loss of pay and with expenses reimbursed in accordance with administrative procedure, meetings and classes concerned with their assignments, when such meetings are not sponsored by the Bargaining Unit and are approved by the Superintendent. Approval for such meetings must be within the limitations of the budget established for this purpose. A Professional Leave Form will be required if employee is to be absent one-half (1/2) or more of a working day.

**Article 12
HOLIDAYS**

- A. All twelve (12) month bargaining unit employees are entitled to the following holidays for which they shall be paid their regular rate of pay, provided the bargaining unit member accrued earnings on the next preceding and the next following scheduled workday before and after such holiday or was excused by the Superintendent from attendance at work on either or both of those days:

New Year's Day
 Martin Luther King Day
 Presidents' Day
 Memorial Day
 Independence Day
 Labor Day

Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day

- B. All nine (9) month bargaining unit employees are entitled to the following holidays for which they shall be paid their regular salary or their regular rate of pay, provided the bargaining unit member accrued earnings on the next preceding and the next following scheduled workday before or after such holiday or was excused by the Superintendent from attendance at work on either or both of those days:

New Year's Day
Martin Luther King Day
Presidents' Day
Memorial Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day

- C. If Independence Day, Christmas Day, or New Year's Day falls on a Saturday, employees will not be required to work on the preceding Friday. If any of those days falls on a Sunday, employees are not required to work on the following Monday.

Article 13 VACATION

A. Vacation Eligibility

1. All Bargaining Unit employees employed on the basis of a scheduled work year of twelve (12) months (260 work days) shall be entitled to accrue vacation with full pay in accordance with the following schedule.

<u>Years Employed by Board of Education</u>	<u>Days of Vacation</u>
After 1 year through 8 years	10 days
9 years through 14 years	15 days
15 years through 19 years	20 days
20 plus years	25 days

Employees with a regularly scheduled work year of less than eleven (11) months shall not gain vacation eligibility as a result of the extension of their work year by voluntary election of available summer work.

- B. Vacation scheduling – Twelve (12) month employees shall be permitted to take vacations after they are earned and arranged with the appropriate supervisor, on the basis of seniority.

Permission shall be granted for a vacation if a request is submitted to the appropriate supervisor with reasonable advance notice, provided such supervisor deems that such vacation will not interfere with the normal operation of the school system.

A full time employee may accumulate and carry over up to 30 days without loss of pay.

Article 14
DUAL EMPLOYMENT

- A. Prior to awarding employees second positions within the School District in accordance with Article 8, Filling of Vacancies, the employee must meet the following criteria:
 - 1. Complete all the requirements of the primary position.
 - 2. Work with the Administration in scheduling to assure that the jobs do not conflict.
 - 3. The hours of positions combined do not take the employee into regular overtime.
- B. Employees of the Mechanicsburg Exempted Village School District will only be used in positions other than that of their primary employment when there is no conflict with their primary employment.

Article 15
TRANSPORTATION

- A. Buses may be stored at the Bus Drivers individual residence at the driver's discretion. Bus Aides shall meet at the bus driver's residence ten (10) minutes prior to the scheduled departure time.
- B. Each bus shall be equipped with a cell phone for emergency purposes.
- C. The Board of Education will pay for all annual/safety in-service training required by the Board of Education. The Board shall have the right to determine the place, time and method of in-service and/or training, initial, or renewal that leads to certification.
- D. All drivers shall be trained on all Board owned vehicles.
- E. Buses must be kept clean inside and out at all times. All drivers are responsible, as part of their regular duties, to see that their bus is washed, weather permitting (maximum - 9 per year reimbursed). During the last 2 weeks of school schedule, the driver will be required to clean their bus. The Transportation Supervisor shall verify that the exterior of the bus and windows have been washed and that the floors and seats of the bus have been cleaned. Upon such verification, the bus driver will be paid twenty dollars (\$20.00) per wash up to 9 per year. This payment will be made when included on the time sheet when the service was provided. Drivers will be paid one-half work day on the teacher in-service day in order to perform beginning of the year cleaning of bus.
- F. Daily Routes
 - 1. All drivers receive a payment of thirty (30) minutes per day for pre trip inspection, completion of any paperwork and time used to clean and fuel buses for routes. All drivers and aides will receive their regular rate of pay for all mandatory meetings required by the Board.
 - 2. The Board will post routes and conduct a bidding meeting on the same day as the County in-service training. All regular routes transporting students to and from

Mechanicsburg schools shall be posted for drivers for a minimum of five (5) hours daily. Drivers driving less than five (5) hours may be assigned daily duties by the Superintendent or their designee for the remaining contracted time not to exceed the five (5) hours as long as the work is assigned between high school and elementary A.M. routes or immediately following elementary A.M. routes.

All other routes shall be posted for drivers and aides for a minimum of two (2) hours. Bus driver routes will be bid prior to bus aide's routes. Before bidding routes, the Schools, calendars from all districts, route times, bus numbers, and total hours of each route and work days per route will be distributed to each driver postmarked seven (7) days in advance of the bidding meeting. This will be done by making a list of all routes with the bus number, A.M. & P.M. times and total hours per day. The routes will be bid and chosen starting with the most senior bus driver (or aide) and going down the seniority list. If after the bid meeting an entirely new route is developed each driver (or aide), in order of seniority shall have the option to bid on that new route. In turn the successful bidder's route shall be placed up for bid and this process shall continue until no existing bus driver (or aide) bids on the open route. The route will then be filled through the procedures listed in the Filling of Vacancies article.

3. If a bus driver's route is reduced by 61 or more minutes, he/she will have the right to bump a less senior driver. Any reduction of 60 minutes or less, the driver will be paid the agreed upon contract for that year.
4. The Board shall attempt to make routes as equal as possible. Routes shall be distributed so that no more than 2 high school or middle school students shall be assigned to a seat or no more than three elementary students.

Article 16 EXTRA TRIPS

A. Manner of Payment

The rate of pay for Extra Trips shall be the driver's regular hourly rate as listed in the wage scale for bus drivers for all time spent driving. \$10.00 per hour will be paid for all non-driving time. Accurate sheets will be turned in by a driver after each extra trip.

B. Extra Trip Definition

An extra trip is defined as any transportation of Mechanicsburg Exempted Village School District students other than routes driven on a regular basis Sunday through Saturday when the number of passengers to be transported exceeds sixteen (16). An exception is when a group determines to charter a private carrier for an out of state trip or a special event and the cost for such private carrier bus on a special event is paid with non-district funds. Since a school bus is not utilized, a bus driver is unnecessary and will not accompany the trip or be compensated for it. If a driver is to be paid for transporting students in a van, then the work shall be given to the OAPSE bargaining unit.

C. Procedure

All available trips will be given out on a two week cycle.

1. There will be a non-mandatory meeting every two (2) weeks during the school year to give out trips for the following two weeks. The meeting time shall be mutually agreed upon between the drivers and transportation supervisor. The mutually agreed upon times shall be established by Labor Day each school year.

In the event the meeting falls on a calamity day, it shall be held on the next workday at a mutually agreed upon time between the drivers and Transportation Supervisor.

2. All trips will be made available at the beginning of each meeting. The first driver on the rotation seniority list at the beginning of the meeting shall pick one trip of all available trips per regular rotation, the rotation shall continue through the list with all drivers selecting one trip per rotation from all available trips. In the event a driver is late to the meeting they are only eligible to select trips as long as they are still selecting from the regular rotation. Once the meeting has moved onto the overtime rotation late drivers are not able to select trips for that meeting. Drivers are eligible to select extra trips when they do not conflict with their regular scheduled routes or put a driver in an overtime situation. The meeting shall continue until all available trips are given out. Then any remaining trips will be given out per the overtime rotation. The next meeting shall begin at the name in which the last meeting left off on in the regular rotation list. The rotation shall be continuous throughout the school year.
3. Anyone who must or chooses to pass over a trip assignment must wait until their next regular turn in the rotation to be eligible for an extra trip. Drivers not present may bid via proxy by providing written notice to the Transportation Supervisor.

If trip is cancelled and rescheduled, the driver that had the trip has the right of the first refusal (this shall not move the seniority rotation). Otherwise the trip shall be assigned as defined in this article.

4. If no regular driver is available to drive an extracurricular trip, the trip may be given to a substitute driver. If no substitute driver is available, the trip becomes a mandatory assignment, on a rotation basis, beginning with the driver with the least seniority.

D. Late Trip Procedure

A late trip shall be defined as any trip that becomes available after the last regularly scheduled two week meeting and is scheduled to leave prior to the next meeting and is not a last minute trip.

1. Late trips will be posted on a late trip board/calendar as often as daily.
2. Late trips shall be given out on a separate rotation list. Late trips shall be given out on a seniority rotation basis. The rotation shall continue throughout the school year.

E. Last Minute Trip Procedure

On occasion, extra trips may become available at the "last minute" that may require a deviation from the agreed to method of distributing extra trips. Upon receiving notice of a trip, the Transportation Supervisor will begin calling drivers at the appropriate place in the rotation. A "last minute" trip is defined as a trip comes in anytime after 12:00 Noon and is scheduled to leave that day or the next day.

It is further understood that all employees be notified to give at least a six (6) hours notice (when possible) when canceling a trip to avoid "last minute" trip situations. Drivers should attempt to contact the supervisor and if they can't be reached they should then contact the Superintendent Secretary.

If an extra trip is cancelled within thirty (30) minutes of departure the assigned driver (and aide) shall receive one (1) hour of pay at his/her hourly rate. If a driver drives to an event

and finds that event has been cancelled, never scheduled or was rescheduled, the driver receives the full amount of hours listed on the trip ticket and first refusal if said trip gets re-posted.

F. Summer Trip Procedure

1. At the end of the school year all drivers will notify the Transportation Supervisor as to whether or not they want summer trips. Those that want summer trips will further let the Transportation Supervisor know of periods of time they generally will not be available to take trips. The Transportation Supervisor or designee will skip those in rotation that don't want trips or those who would not be available for the time that a trip is scheduled. If the Transportation Supervisor will be using a designee, the name and title of the designee will be made known to the drivers and aides in writing. The rotation will be used for all summer trips.
2. Drivers will provide not more than two (2) phone numbers to be used to contact for summer trips.
3. Upon receiving notice of a trip, the Transportation Supervisor or designee will begin calling drivers at the appropriate place in the rotation. Drivers, who do not answer, will be passed over and the rotation will go on to the next person.
4. The supervisor or designee will keep a log of calls.

G. Miscellaneous

1. All trip assignments will be assigned by Transportation Supervisor based on criteria listed above.
2. Before the beginning of each school year or when schedules are finalized, a meeting will be held for drivers interested in extra trips.
3. Buses or vans used for trips must be cleaned and refueled after the trip.
4. A trip ticket will be presented to the driver by its sponsor (ex. school, coaches, teacher, or administrator in charge). Drivers will be responsible for filling out miles traveled and time in such trip ticket.
5. A scheduled driver may change his/her schedule (trade trips) by submitting in writing to the Transportation Supervisor with both drivers signatures. Emergency situations will be considered.
6. All trip assignments will start at the school unless prior arrangements have been made. Bus drivers shall use their regular bus for extra trips with the exception of handicap drivers which call use an extra bus, preferably automatic. Drivers assigned any extra trips will be responsible for the pre-trip inspection and post-trip inspection.
7. All trips and drivers must follow proper procedure for school bus driving as is defined by state and local guidelines. Any infractions may result in disciplinary action.
8. Drivers who turn back in three trips within one semester shall be skipped once in the rotation at the meeting following the latest turned back in trip.

Article 17
OVERNIGHT TRIPS WITH SCHOOL VEHICLES

- A. Drivers will be given forty-eight (48) hours advance notice for overnight trips. Expense money will be reimbursed within (2) weeks of submission of receipt to the Treasurer.
- B. An overnight trip is defined as any field trip, athletic event, or school function involving the transportation of students with an overnight stay. When the overnight trip is eight (8) passengers or less, the trip may be driven by the coach or advisor without any compensation. For overnight trips with more than eight (8) passengers, the trip will be driven only by a full-time classified employee of the Mechanicsburg Exempted Village Board of Education, properly licensed and possessing an approved State of Ohio school bus driver's physical exam certificate on an overnight rotation basis and in accordance with article 16.C.4.
- C. This worker will be paid at the usual and proper regular or overtime rate for those hours for which he/she and the vehicle are on call and demand. These hours would normally exclude the eight (8) hours designated for the driver to sleep.
- D. The Driver shall be reimbursed up to \$25.00 per day for meal expenses from the same source of funds and under the same conditions as the Teacher acting as leader or chaperone of the trip. The driver is to be lodged at the same establishment as the group of Students he/she is transporting and the lodging will be paid for by the district not the driver. Driver shall not stay in the same room as any of the Students, Coaches or Chaperones. If the coach or chaperone is not being reimbursed for meals the driver will not receive reimbursement for meals.

Article 18
CAFETERIA

- A. Whenever a full-time cafeteria employee is absent, the shorter hour contracted cafeteria employee shall be given the option to work additional hours during that day at their regular rate of pay provided that the additional hours will not result in overtime. A sub will be used to replace the shorter hour employee's shift at sub pay.

When the working supervisor is absent for the entire day, their hours will be covered by the management group in charge of the cafeteria.

- B. On school days in which a delay is called employees shall report to work at 9:00 a.m. and shall suffer no loss of pay.
- C. Cashiers who count, balance, and deposit money shall be paid an additional fifty cents (.50) per hour.
- D. Should the school district be required to serve breakfast the Board agrees to collaborate with respect to the effects of this requirement.

Article 19
AIDES

- A. Classroom Aides
 - 1. Fourteen (14) calendar days prior to each school year, each employee shall be given a work calendar each year detailing the amount of days he/she will be working as well as the start and stop time.
- B. Bus Aides
 - 1. A bus aide shall be placed on a handicap route to assist the driver, when the situation warrants as determined and authorized by the transportation supervisor.

Article 20
SCHEDULES AND OVERTIME

- A. Regular Work Week

The Board of Education shall determine the work schedules, including starting, break and quitting times, in accordance with the needs of the district. The normal workweek will be five (5) consecutive days, unless the employee is advised otherwise.
- B. Overtime pay

The Board of Education shall pay at the rate of one and one-half (1 ½) the employee's regular rate of pay for all hours actually worked in excess of forty (40) hours in a workweek. All overtime must be approved in advance by the appropriate supervisor.
- C. Compensatory Time

The employee may choose to take compensatory time in lieu of overtime payment at the rate of one and one half (1 ½) hours off for each hour actually worked in excess forty (40) hours in a workweek. Use of compensatory time must be approved in advance by the appropriate supervisor. An employee may accumulate compensatory time off up to a maximum of two hundred forty (240) hours. Compensatory time over two hundred forty (240) hours must be paid as overtime. The employee shall notify his/her supervisor at least twenty four (24) hours in advance before requesting compensatory time.
- D. Call-Out Pay

An employee called out shall be guaranteed a minimum of two (2) hours pay.
- E. Check Stub

All overtime shall be indicated in a separate area on each paycheck and paid no later than the pay period following the time it was worked, except in time of unforeseen emergencies.
- F. Higher Classification Pay

When a regular employee temporarily replaces an employee who has a higher wage classification, for one day or more, such regular employee shall receive the rate of pay of the higher classification based on the replacement employee's seniority, from the first day of replacement until such time the replacement employee returns to his/her regular position.
- G. Lunch Break

Employees required to be on call during their lunch period shall have paid lunch; however, lunches are to be scheduled so that the employee has an uninterrupted 30 minute lunch period, except in emergency situations.

H. Break Time

Each employee who works six and one-half (6 ½) consecutive hours shall receive one ten (10) minute paid break. Each employee who works eight consecutive hours shall receive a ten (10) minute paid break for the first four hours worked and shall receive a ten (10) minute paid break for the second four hours worked. The break time must be approved by the employee's supervisor and the break cannot occur immediately before and immediately after lunch.

I. Summertime Hours

All second shift employees may at the Superintendent's discretion work the first shift hours when school is not in session during the summer months without the shift differential.

J. Granting Overtime

1. All employees will be placed on the seniority rotation roster within their Department for overtime as of September 1 of each year. Any employee who does not wish to take overtime shall request his/her name be removed from the roster, in writing, by September 30 of each year. All new employees may be placed on the rotation list within ten (10) days of hiring if they so desire.

2. Overtime shall be assigned by seniority at least two (2) days in advance, whenever possible. If more than one (1) overtime job is available for that week, the employee next in line on the rotating list will have his/her choice of assignments. If she/he refuses overtime assignments, the Supervisor will go to the next employee on the roster, and the refusing employee will be dropped to the bottom of the rotating list. If none of the listed persons volunteer to work overtime, the appropriate supervisor may require, on a rotation basis, the least senior individual in that classification to work overtime or may secure the services of a substitute employee.

If an employee accepts an overtime assignment, she/he must fulfill that assignment unless an emergency arises.

If a job being done requires overtime and specific skills are required, the Supervisor may select any employee she feels can perform the work.

Employees on overtime may be scheduled on different days to complete a project.

Article 21
DISCIPLINE AND TERMINATION

- A. The Superintendent has the right to suspend, discipline or demote for just cause with pay or without pay. Only the Board shall have the authority to terminate. Discipline should be to instruct as well as to punish and should be progressive in nature while taking into account the seriousness of the violation. The Board may terminate an employee for a violation of written policies and regulations as set forth by the Board or for incompetence, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of public, neglect of duty, or any other act of misfeasance, malfeasance or nonfeasance.
- B. Disciplinary action includes: oral reprimand, written reprimand, official reprimand, suspension, demotion or termination. All discipline is subject to the grievance procedure.
- C. Employees are entitled to union representation at any disciplinary hearing. No employee shall be given a written reprimand, official reprimand, suspension, demotion or termination without a hearing by the superintendent or designee, unless the employee specifically waives the hearing in writing or the discipline is imposed on an emergency basis as set forth below. Notice of the hearing will be given to the union president and the employee at least three (3) working days prior to the day of the scheduled hearing. A working day shall be defined as any day in which school district administrative offices are open to conduct school business. The written notice shall set forth the allegations which, if substantiated, could result in disciplinary action.
- D. The provisions of this Article shall not preclude the Administration from imposing immediate termination or immediate suspension, if in the Administration's discretion; such action is warranted by the facts and circumstances of a case. Examples of the necessity for immediate discipline will be those instances where the presence of the employee on the job or at the work location poses a threat to the health and safety to the employee or others, or in case of theft or dishonesty. In cases of immediate suspension or termination the written notice of allegations shall be presented to the employee within two (2) working days following the suspension or discharge and the conference shall be held within two (2) additional working days. These time frames may be extended by mutual agreement.
- E. Upon request of the bargaining unit member oral reprimands and written reprimands shall be removed from the personnel file and have no further force or effect after two (2) years provided no intervening discipline has occurred.

Article 22
PERSONNEL FILES

- A. The personnel file of each staff member will be maintained in the Board of Education office.
- B. Information may be placed in an employee's personnel file only after notifying the staff member and supplying the employee with a dated copy of the information. An employee may attach a written statement to any item placed in his/her file.
- C. An employee may request copies of any item contained in his/her personnel file. The Board may request payment of the cost of copying, the same as any member of the public.
- D. Anonymous letters or materials will not be placed in the employee's file. Information pertaining to grievances shall be placed in the employee's file.

- E. If an employee disputes the inclusion of information in the personnel file, the employee may submit to the Superintendent a written appeal specifying the reason(s) why the information is inaccurate, irrelevant, untimely, or incomplete. The Superintendent will decide whether the disputed information will remain in the file. The employee will receive notification of the Superintendent's decision.

Article 23
ASSAULT PROTECTION/ASSAULT LEAVE

- A. An employee who must be absent due to disability resulting from an unprovoked or unjustified duty related (as opposed to personal) assault on such employee which occurs in the course of Board employment shall be granted Assault Leave providing all of the standards in Section B below are met. Full pay status (days not charged to Sick Leave) under Assault Leave shall be granted up to a maximum of twenty (20) days of said disability. At the end of the twenty (20) working days, the employee may at his/her option use Sick Leave, unpaid leave or receive workers' compensation (if eligible) for the period of disability.
- B. An employee requesting Assault Leave will complete and submit to the Superintendent a statement which shall include the following:
 - 1) Date, time and place of occurrence.
 - 2) Identification of the individual or individual causing the assault (if known).
 - 3) Facts and circumstances surrounding the assault.
 - 4) A certificate from a licensed physician describing the nature of injury sustained causing absence, and its probable duration.
 - 5) A statement indicating a willingness to participate and cooperate with the Board if the Board decides to pursue legal action against the assaulter(s).
 - 6) Signature of the assaulted employee.
- C. The employee, if requested, shall consent to an examination, at Board expense, by a Board designated medical professional.
- D. A disability resulting from assault shall terminate when the employee can return to the assignment held prior to the disability, or the employee becomes eligible and takes disability retirement provided under the provisions of the retirement program.
- E. An employee disabled as a result of assault will be returned to the same position held at the time of the incident whenever possible. If the employee desires another position, such selection shall be in accordance with the established transfer procedure.

Article 24
SEVERANCE PAY

- A. Severance pay will be paid to those eligible employees who retire from active service in the State of Ohio and whose last service was with the Board. Payments shall be made after notification and application from the employee to the Board and that the employee's retirement is active with the School Employee's Retirement System. Application for severance pay shall be made within ninety (90) days after retirement.
- B. The Board shall pay any employee with ten (10) or more years of experience with the Mechanicsburg Exempted Village Schools, provided the individual has reached age 50 who

elects to retire. The payment shall be in cash for thirty-three and one-third percent (33-1/3%) of the value of accrued but unused sick leave up to a maximum of the accumulated sick leave allowed in Article 10.

- C. Such payment shall be based on the employee's daily rate of pay at the time of retirement. Such payment shall be made only once to any such employee and payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time.

Article 25 SERS PICK-UP

- A. The Board agrees with the Union to SERS pick-up, utilizing the salary reduction method, contributions to the School Employees Retirement System paid upon behalf of the Employees, at no cost to the Board, under the following terms and conditions:
 - 1. The amount to be "picked-up" on behalf of each employee shall be that percentage of the Employee's gross annual compensation so designated by SERS as the employee's contribution to the retirement system. The employee's annual compensation shall be reduced, at no cost to the Board, by the amount equal to the amount "picked-up" by the Board for the purpose of the State and Federal Tax only.
 - 2. The pick-up percentage shall apply uniformly to all Members of the Bargaining Unit.
 - 3. No employee covered by this provision shall have the option to elect wage increase or other benefits in lieu of the employer pick-up.
 - 4. Payment for all paid leaves, sick leave, personal leave, severance and supplements including unemployment and workers compensation shall be based on the employee's gross pay prior to reduction as basis (for example, gross pay divided by the number of days in the employee's contract).
 - 5. The Parties agree that should the rules and regulations of the IRS or Retirement System change making this procedure unworkable, the Parties agree to return, without penalty, to the former method of Employee/Employer contributions.
 - 6. Each employee will be responsible for compliance with Internal Revenue salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans.

Article 26 JOB DESCRIPTIONS

- A. Upon request, the Union shall be furnished with a copy of the job descriptions of each classification under the terms of this Agreement. Upon request, each Bargaining Unit Member shall be provided with an up-to-date copy of his/her job description.
- B. The Board of Education or the Board's designee has the right to create and modify all job descriptions provided that if the revisions are made in a job description, copies will be sent to those individuals within the classification and the Union President prior to any changes. Any

new job descriptions and all changes must be discussed with the Union prior to implementation of the change.

- C. The term “and other as directed” in job descriptions means duties assigned on an emergency or temporary basis that are outside the typical duties of the employee.
- D. Supervisors may perform limited bargaining unit work, provided it does not result in the layoff or reduction in regular hours of bargaining unit members.

Article 27
WORKING OUT OF CLASSIFICATION

- A. Employees required to work out of their classification pursuant to a specific request from their supervisor, shall be paid at the higher classification rate of pay for each hour that the employee performs any duties of the higher classification and at their same rate of pay without reduction if asked to work in a lower classification.

Article 28
EVALUATION

- A. Bargaining unit members on a limited contract shall be provided a written evaluation on an annual basis. Bargaining unit members on a continuing contract may be provided with a written evaluation on an annual basis. If any deficiencies in job performance are identified, this shall be communicated to the employees along with direction that is needed to correct any concerns. The employee will meet with the evaluator to review the evaluation and sign the evaluation instrument indicating receipt of the completed instrument. The signature does not denote agreement with the evaluation. The employee may submit a response to the evaluation within fourteen (14) days of the evaluation meeting.

Article 29
INSURANCE BENEFIT

- A. Hospital and Major Medical Insurance Programs
 - 1) Each full-time non-teaching employee (one who works five hours per day or more) of the Mechanicsburg School District shall, if the employee elects to participate, have seventy-five (75) percent of either the single rate or the family rate of a hospitalization/medical, vision program paid for by the Board funds. For purposes of insurance, transportation employees shall be considered full time.
 - 2) Each nonteaching employee working on an average of at least three hours per day, but not an average of five hours per day shall, if the employee elects to participate, have thirty-seven and one-half (37 1/2) percent of a hospitalization program paid for by the Board funds.
 - 3) No hospitalization coverage will be provided for employees who work less than an average of three hours per day in the employ of the school district.

- 4) The Treasurer of the Board shall have the authority to make the necessary deductions from the pay check to cover the cost of hospitalization coverage specified in items 1 and 2 above.
 - 5) The plan and services in effect shall be a plan that balances affordable and adequate employee coverage with available district resources (currently Stark County Council of Government Plan) and evaluated upon request by the insurance committee, but in no case more often than one time per year.
 - 6) The Board will offer to employees an Internal Revenue Service Section 125 Cafeteria Plan for tax sheltering of medical, out of pocket, dependent care, and other options as available and allowed by law at no charge to the employees.
- B. Group Life Insurance
- The Board shall pay the full cost of a \$50,000.00 term life insurance policy, which shall include Accidental Death and Dismemberment Insurance.
- C. Dental Insurance
- The Board shall pay 50% of the cost of the premium for dental coverage.
- D. Insurance Committee
- A joint insurance committee will be comprised of three representatives from OAPSE, three representatives from the MEA and three representatives from the administration. The committee shall explore insurance options and examine, research, and report methods of maintaining and improving benefits and reducing the cost of health insurance coverage.

Article 30
DRUG AND ALCOHOL TESTING

- A. Both the Board and the Union desire a workplace that is free from the adverse effects of drugs and alcohol. The parties acknowledge that substance abuse may lead to safety and health risks in the workplace for the abusers, their co workers, and the public. Accordingly, the Board and the Union agree to work together to reduce and eradicate the abuse of drugs and alcohol.
- B. Employees shall be prohibited from:
 1. Consuming and possessing alcohol while at work, or reporting to work or working under the influence of alcohol; and
 2. Possessing, using, selling, purchasing, manufacturing, dispensing, delivering or reporting to work or working under the influence of any illegal/controlled substance at any time. The term does not include any legally obtained prescription drug used for its intended purpose, in its prescribed quantity unless such use would impair the individual's ability to safely perform job functions.
- C. Employees may be required to submit to drug and alcohol testing where the circumstances raise a reasonable suspicion concerning the existence of drug or alcohol use. Reasonable suspicion will be based on observed behavior that can be attributed to substance use. An employee reasonably suspected of using drugs or alcohol, or of being under the influence of

the same while on duty, and directed by a supervisor, shall be required to submit specimens which will be analyzed by a lab certified by the National Institute on Drug Abuse (NIDA) and which adheres to all commonly accepted medical and legal safeguards relating to collection, chain of custody, and other requirements to ensure optimal reliability and validity of test results. The test shall be conducted for the presence of alcohol or controlled substances listed in Schedules I through V of Section 202 of the Controlled Substance Act or any successor legislation or regulation. An employee who refutes the positive result of a drug or alcohol analysis may request that a second analysis of the original specimen be conducted. The cost of the initial drug and alcohol test shall be paid for by the Board. The cost of the second test will be paid by the employer in advance; however, the Board will reimburse the employee if the second test is negative.

- D. The medical records of employees with substance abuse problems and all records relating to drug and alcohol testing and their results shall remain confidential, unless the release of such records is necessary to defend a challenge by the employee or for other legitimate reasons.
- E. An employee who tests positive for alcohol or controlled substance shall be suspended immediately and may be subjected to further discipline procedures under this contract. Refusal to submit to a drug test, adulteration of specimens, or switching specimens shall also subject the employee to immediate suspension and may also be grounds for additional disciplinary action under this contract. The Board encourages any employee having a drug or alcohol problem to seek medical assistance promptly. However, continued unacceptable job performance, attendance, and/or behavioral problems which have been appropriately documented may result in disciplinary action, up to and including discharge.
- F. Any employee who is referred to treatment by the Board in connection with drug or alcohol use and subsequently returns to work may be required to submit to random testing for a period of two (2) years.
- G. As required by the Drug Free Workplace Act of 1988, the employee is required to notify the supervisor within five (5) working days after the employee is convicted of a violation of any federal or state criminal drug statute, provided the incident that led to the conviction occurred at the workplace or any location where the employee is working. The employee's failure to report such conviction shall result in disciplinary action.
- H. Employees asked or required to submit to a drug or alcohol test and, if the test is negative, the employee will be paid their regular rate of pay for all time spent traveling directly to the testing center and required time to take the specified test.
- I. This article does not, and is not, intended to supersede any federal law or regulation.

Article 31 UNIFORMS AND TOOLS

- A. Upon prior approval of the administration, the Employer agrees to furnish such gear and/or tools as may be necessary for safe operation and performance of duties.
- B. Cafeteria employees will be furnished with aprons, caps or hairnets. These items are required to be worn while on duty in the cafeteria.
- C. Maintenance and custodian employees will be reimbursed \$100 per year for boots and work related clothing used solely while working for the school district upon presentation of a receipt which adequately describes the items for which reimbursement is sought.

Article 32
CALAMITY DAYS

A. CALAMITY DAYS

A calamity day shall be defined as a day when school is closed because of disease epidemic, hazardous weather conditions, inoperability of school busses or other equipment necessary to the school's operation, damage to a school building or other temporary circumstances due to utility failure and that the Superintendent of Public Instruction has waived pursuant to Ohio Revised Code Section 3317.01.

If the school district is closed for the entire school day for a calamity day as set forth above, employees shall be paid for all time lost due to their inability to work. Bargaining unit employees who are required to work in this circumstance shall receive equal compensatory time off for such work. Essential employees shall report to work in order to combat the calamity conditions, care for the safety of equipment and buildings, and/or prepare for the opening of school.

For the purposes of this article the District shall designate in writing at the beginning of each school year a list of essential employees.

B. EARLY DISMISSAL BECAUSE OF CALAMITY

When schools have opened for the morning and there is early dismissal because of a calamity as defined above, all first-shift employees will continue working their regular hours or until their job is secured, the building and equipment they work with is secured, and all students are returned home safely. The Superintendent or designee shall be responsible for releasing first-shift personnel from their job on early dismissal. First-shift employees, who are required to work after first-shift personnel have been released, shall receive equal compensatory time off.

Bargaining unit members assigned to second shift or third shift will report to work as scheduled. The Superintendent or Designee will notify second-shift and third-shift employees if they are not required to report for duty. Second and third-shift employees who work after the building to which they are assigned has been reopened to the public shall not receive equal compensatory time off.

C. COUNTY-DECLARED EMERGENCIES

Staff residing in a county in a level three (3) emergency, not permitting nonemergency travel, will not be penalized nor have personal or sick leave deducted for being absent from work.

D. An employee who has requested a personal leave day, sick leave day or vacation day, shall not be charged for that day if it occurs on a calamity day as defined above.

E. After the waived days authorized by the Superintendent of Public Instruction pursuant to Ohio Revised Code Section 3317.01 have been taken, the Board shall have the authority to make up days. On any make-up day, employees shall not receive additional pay since they received pay on calamity days.

Article 33
MILEAGE REIMBURSEMENT

- A. Mileage
Employees required by the Board of Education to use private transportation to perform their assigned duties after initially reporting for work and until their last assigned work location of the day shall be paid mileage allowance at the rate allowed by the Internal Revenue Service. Such use of private transportation must be approved in advance by the Superintendent.

Article 34
SCHOOL CALENDAR

- A. The Superintendent shall solicit input from the Union Executive Committee prior to the time at which the school calendar committee convenes to consider the calendar for the following school year (generally on or before February 1). The Union Executive Committee shall be defined as the President, Vice President, Treasurer and Secretary of the Union.

Article 35
CONTRACTS

- A. Newly hired regular non-teaching school employees upon completion of their probationary period will be granted a one (1) year limited contract. At the end of the first limited contract, the employee may qualify for a two year limited contract. Upon reemployment after the two year contract, the employee will be awarded a continuing contract.
- B. Once the employee received a continuing contract, the employee shall only be removed in accordance with Article 21, Discipline/Termination or in accordance with Article 9, Layoff and Recall. Any employee who is removed per Article 9 will have their seniority and contracts frozen until recalled to that position. Any employee, who resigns, terminates or releases themselves from their contract forfeits any recall rights.
- C. Hourly and/or daily rates and annual salary will be specified on the non-teaching employee's contract or salary notice. Employees excluding transportation will be notified by July 1 as to their salary and receive a work calendar for the ensuing year based on the most current and accurate information. All transportation employees will receive such notification no later than the first day of school. Such salary will not be lower than the salary paid during the preceding school year and may be increased but not decreased unless such reduction is part of a uniform plan affecting the employees of the entire district or the employee requests and is granted a reassignment to a job classification at a lower pay schedule.
- D. So long as the school year remains the current number of days, contract work days shall be as follows:

Aides *	188
Secretaries**	215
Cafeteria	190
Custodial	260
EMIS Coordinator	260

*Aides who work exclusively with special education students may have hours adjusted based upon the student needs.

** Secretaries who work a different number of days than 215 on July 1, 2014, are grandfathered for their current number of contract dies if they make a written request to the Superintendent on or before July 1, 2014. Any such grandfathered secretarial position will change to 215 days if the current secretary resigns, retires or otherwise vacates the position.

**Article 36
WAGES**

- A. For the 2013-2014 contract year there will be a 0% increase with step no increase on the salary schedule.

All payments will be made by Email/Direct Deposit Notice to bargaining unit members newly employed after July 1, 2012.

Reopen on wages and step increase at end of the 2013-2014 contract year and 2014-2015 contract year.

OAPSE bargaining unit will receive any base wage increase or step increase or insurance change agreed to with the teachers for the 2013-2014 contract year. This "me too" provision expires automatically at the conclusion of the 2013-2014 year.

**Article 37
DUES DEDUCTIONS**

- A. Union Security, Dues Deductions

1. A Member of Mechanicsburg Exempted Village schools Local 502 shall execute an authorization for dues deduction on a form provided by OAPSE.
2. Such deductions shall be made each pay in twenty-six (26) equal installments beginning with the first pay in September. Signed Payroll Deduction Authorizations executed by the members shall be binding. An employee may withdraw Membership during the last ten (10) days (August 22 through August 31) of the Negotiated Agreement or until such time as the employee quits, resigns or is terminated.
3. Members of OAPSE/AFSCME, Local #502 dues shall begin the first pay period in September, 2010. New Members payroll deductions shall occur immediately upon membership application.
4. The Board Treasurer shall notify the OAPSE State Treasurer of the gross salary of the employee based on their W-2 information. The Board Treasurer shall forward to the OAPSE State Treasurer (6805 Oak Creek Drive; Columbus, Ohio 43229) the amount for each employee. A copy of this description shall be forwarded to the Local Treasurer.
5. The Union shall defend and indemnify the Board, the Treasurer, their Officers, Members, Agents and Assignees in both their individual and Official capacities and held them harmless against any and all claims, demands, suites or other forms of liability, including legal and expenses that may arise out of or by reason of action taken by the Board, its Officers, Member Employee and/or Agents for the purpose of complying with any of the provisions of this Article or in reliance on any list, notices or assignment furnished under any of such provisions. The Union shall retain control of and appointments of Legal counsel for defense and indemnification purposes

Article 38
DURATION OF THE AGREEMENT

- A. This Agreement shall be effective July 1, 2013 and shall remain in full force and effect until 12:00 midnight June 30, 2016.
- B. If either Party desires to modify, or amend this Agreement, it shall give written notice of such intent in accordance with the Negotiation Process, Article 2.

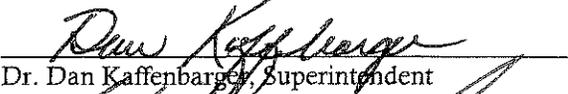
Accepted by:

MECHANICSBURG BOARD OF EDUCATION

Date Ratified: 7-8-13



Dan Gaver, President



Dr. Dan Kaffenbarger, Superintendent



Scott Maruniak, Treasurer



Brian Forrest, Board Member

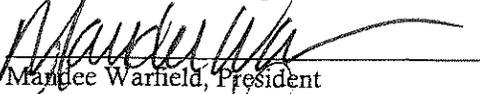
Accepted by:

OAPSE, LOCAL #502

Date 7/29/2013 Ratified:



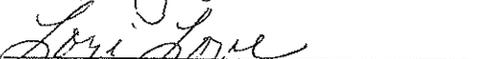
Dave Adam, Chief Negotiator



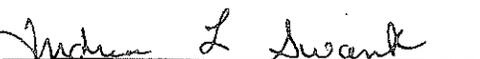
Mandee Warfield, President



Tammy Ross, Negotiator



Lori Love, Negotiator



Andrea Swank, Negotiator

ATTACHMENT A – SALARY SCHEDULE

ATTACHMENT B – Grievance Form

MECHANICSBURG EXEMPTED
VILLAGE SCHOOLS
BOARD OF EDUCATION

NONTEACHING WAGE SCHEDULE
FROM
JULY 1, 2013 THROUGH JUNE 30, 2014

APPENDIX A

MECHANICSBURG SCHOOLS
2013- 2014 NONTEACHING SCHEDULES

AIDE HOURLY WAGE SCHEDULE

BUS DRIVER
HOURLY WAGE SCHEDULE

Base: \$ 10.78				Base: \$ 15.42			
YRS EXP	INDEX	HRLY RATE	HRLY INCR	YRS EXP	INDEX	HRLY RATE	HRLY INCR
0	1.000	\$ 10.78		0	1.000	\$ 15.42	
1	1.023	\$ 11.03	\$ 0.25	1	1.019	\$ 15.72	\$ 0.29
2	1.046	\$ 11.28	\$ 0.25	2	1.038	\$ 16.01	\$ 0.29
3	1.069	\$ 11.52	\$ 0.25	3	1.057	\$ 16.30	\$ 0.29
4	1.092	\$ 11.77	\$ 0.25	4	1.076	\$ 16.59	\$ 0.29
5	1.115	\$ 12.02	\$ 0.25	5	1.095	\$ 16.89	\$ 0.29
6	1.120	\$ 12.07	\$ 0.05	6	1.099	\$ 16.95	\$ 0.06
7	1.125	\$ 12.13	\$ 0.05	7	1.103	\$ 17.01	\$ 0.06
8	1.130	\$ 12.18	\$ 0.05	8	1.107	\$ 17.07	\$ 0.06
9	1.135	\$ 12.24	\$ 0.05	9	1.111	\$ 17.13	\$ 0.06
10	1.140	\$ 12.29	\$ 0.05	10	1.115	\$ 17.20	\$ 0.06
11	1.145	\$ 12.34	\$ 0.05	11	1.119	\$ 17.26	\$ 0.06
12	1.150	\$ 12.40	\$ 0.05	12	1.123	\$ 17.32	\$ 0.06
13	1.155	\$ 12.45	\$ 0.05	13	1.127	\$ 17.38	\$ 0.06
14	1.160	\$ 12.50	\$ 0.05	14	1.131	\$ 17.44	\$ 0.06
15	1.165	\$ 12.56	\$ 0.05	15	1.135	\$ 17.50	\$ 0.06
16	1.170	\$ 12.61	\$ 0.05	16	1.139	\$ 17.57	\$ 0.06
17	1.175	\$ 12.67	\$ 0.05	17	1.143	\$ 17.63	\$ 0.06
18	1.180	\$ 12.72	\$ 0.05	18	1.147	\$ 17.69	\$ 0.06
19	1.185	\$ 12.77	\$ 0.05	19	1.151	\$ 17.75	\$ 0.06
20	1.190	\$ 12.83	\$ 0.05	20	1.155	\$ 17.81	\$ 0.06
21	1.195	\$ 12.88	\$ 0.05	21	1.159	\$ 17.87	\$ 0.06
22	1.200	\$ 12.94	\$ 0.05	22	1.163	\$ 17.94	\$ 0.06
23	1.205	\$ 12.99	\$ 0.05	23	1.167	\$ 18.00	\$ 0.06
24	1.210	\$ 13.04	\$ 0.05	24	1.171	\$ 18.06	\$ 0.06
25	1.215	\$ 13.10	\$ 0.05	25	1.175	\$ 18.12	\$ 0.06

MECHANICSBURG SCHOOLS
2013- 2014 NONTEACHING SCHEDULES

FOOD SERVICE WORKER
HOURLY WAGE SCHEDULE

Base: \$ 10.85				
YRS		HRLY		HRLY
EXP	INDEX	RATE		INCR
0	1.000	\$ 10.85		
1	1.023	\$ 11.10	\$	0.25
2	1.046	\$ 11.35	\$	0.25
3	1.069	\$ 11.60	\$	0.25
4	1.092	\$ 11.85	\$	0.25
5	1.115	\$ 12.09	\$	0.25
6	1.120	\$ 12.15	\$	0.05
7	1.125	\$ 12.20	\$	0.05
8	1.130	\$ 12.26	\$	0.05
9	1.135	\$ 12.31	\$	0.05
10	1.140	\$ 12.37	\$	0.05
11	1.145	\$ 12.42	\$	0.05
12	1.150	\$ 12.47	\$	0.05
13	1.155	\$ 12.53	\$	0.05
14	1.160	\$ 12.58	\$	0.05
15	1.165	\$ 12.64	\$	0.05
16	1.170	\$ 12.69	\$	0.05
17	1.175	\$ 12.75	\$	0.05
18	1.180	\$ 12.80	\$	0.05
19	1.185	\$ 12.85	\$	0.05
20	1.190	\$ 12.91	\$	0.05
21	1.195	\$ 12.96	\$	0.05
22	1.200	\$ 13.02	\$	0.05
23	1.205	\$ 13.07	\$	0.05
24	1.210	\$ 13.13	\$	0.05
25	1.215	\$ 13.18	\$	0.05

Cashier additional 50 cents per hour

MECHANICSBURG SCHOOLS
 2013- 2014 NONTEACHING SCHEDULES

CUSTODIAN
 HOURLY WAGE SCHEDULE

Base: \$ 12.66				
YRS		HRLY		HRLY
EXP	INDEX	RATE		INCR
0	1.000	\$ 12.66		
1	1.026	\$ 12.98	\$	0.33
2	1.052	\$ 13.31	\$	0.33
3	1.078	\$ 13.64	\$	0.33
4	1.104	\$ 13.97	\$	0.33
5	1.130	\$ 14.30	\$	0.33
6	1.135	\$ 14.36	\$	0.06
7	1.140	\$ 14.43	\$	0.06
8	1.145	\$ 14.49	\$	0.06
9	1.150	\$ 14.55	\$	0.06
10	1.155	\$ 14.62	\$	0.06
11	1.160	\$ 14.68	\$	0.06
12	1.165	\$ 14.74	\$	0.06
13	1.170	\$ 14.81	\$	0.06
14	1.175	\$ 14.87	\$	0.06
15	1.180	\$ 14.93	\$	0.06
16	1.185	\$ 15.00	\$	0.06
17	1.190	\$ 15.06	\$	0.06
18	1.195	\$ 15.12	\$	0.06
19	1.200	\$ 15.19	\$	0.06
20	1.205	\$ 15.25	\$	0.06
21	1.210	\$ 15.31	\$	0.06
22	1.215	\$ 15.38	\$	0.06
23	1.220	\$ 15.44	\$	0.06
24	1.225	\$ 15.50	\$	0.06
25	1.230	\$ 15.57	\$	0.06

MECHANICSBURG SCHOOLS
2013- 2014 NONTEACHING SCHEDULES

ASST MAINT SUPERVISOR
HOURLY WAGE SCHEDULE

Base: \$ 16.24				
YRS EXP	INDEX	HRLY RATE	HRLY INCR	
0	1.000	\$ 16.24		
1	1.026	\$ 16.66	\$	0.42
2	1.052	\$ 17.09	\$	0.42
3	1.078	\$ 17.51	\$	0.42
4	1.104	\$ 17.93	\$	0.42
5	1.130	\$ 18.35	\$	0.42
6	1.135	\$ 18.43	\$	0.08
7	1.140	\$ 18.51	\$	0.08
8	1.145	\$ 18.60	\$	0.08
9	1.150	\$ 18.68	\$	0.08
10	1.155	\$ 18.76	\$	0.08
11	1.160	\$ 18.84	\$	0.08
12	1.165	\$ 18.92	\$	0.08
13	1.170	\$ 19.00	\$	0.08
14	1.175	\$ 19.08	\$	0.08
15	1.180	\$ 19.16	\$	0.08
16	1.185	\$ 19.25	\$	0.08
17	1.190	\$ 19.33	\$	0.08
18	1.195	\$ 19.41	\$	0.08
19	1.200	\$ 19.49	\$	0.08
20	1.205	\$ 19.57	\$	0.08
21	1.210	\$ 19.65	\$	0.08
22	1.215	\$ 19.73	\$	0.08
23	1.220	\$ 19.81	\$	0.08
24	1.225	\$ 19.89	\$	0.08
25	1.230	\$ 19.98	\$	0.08

MECHANICSBURG SCHOOLS
2013- 2014 NONTEACHING SCHEDULES

BUILDING SECRETARY
HOURLY RATE SCHEDULE

Base: \$ 13.80				
YRS EXP	INDEX	HRLY RATE		HRLY INCR
0	1.000	\$ 13.80		
1	1.027	\$ 14.17	\$	0.37
2	1.054	\$ 14.54	\$	0.37
3	1.081	\$ 14.91	\$	0.37
4	1.108	\$ 15.29	\$	0.37
5	1.135	\$ 15.66	\$	0.37
6	1.140	\$ 15.73	\$	0.07
7	1.146	\$ 15.81	\$	0.08
8	1.152	\$ 15.89	\$	0.08
9	1.157	\$ 15.96	\$	0.07
10	1.163	\$ 16.05	\$	0.08
11	1.168	\$ 16.11	\$	0.07
12	1.174	\$ 16.20	\$	0.08
13	1.179	\$ 16.27	\$	0.07
14	1.185	\$ 16.35	\$	0.08
15	1.190	\$ 16.42	\$	0.07
16	1.196	\$ 16.50	\$	0.08
17	1.201	\$ 16.57	\$	0.07
18	1.207	\$ 16.65	\$	0.08
19	1.212	\$ 16.72	\$	0.07
20	1.218	\$ 16.80	\$	0.08
21	1.223	\$ 16.87	\$	0.07
22	1.229	\$ 16.96	\$	0.08
23	1.234	\$ 17.03	\$	0.07
24	1.240	\$ 17.11	\$	0.08
25	1.245	\$ 17.18	\$	0.07

MECHANICSBURG SCHOOLS
2013- 2014 NONTEACHING SCHEDULES

EMIS COORDINATOR/STUDENT SERVICES
HOURLY RATE SCHEDULE

YRS EXP	INDEX	HRLY RATE	HRLY INCR
0	1.000	\$ 14.45	
1	1.028	\$ 14.86	\$ 0.40
2	1.056	\$ 15.26	\$ 0.40
3	1.084	\$ 15.67	\$ 0.40
4	1.112	\$ 16.07	\$ 0.40
5	1.140	\$ 16.48	\$ 0.40
6	1.146	\$ 16.56	\$ 0.09
7	1.152	\$ 16.65	\$ 0.09
8	1.158	\$ 16.74	\$ 0.09
9	1.164	\$ 16.82	\$ 0.09
10	1.170	\$ 16.91	\$ 0.09
11	1.176	\$ 17.00	\$ 0.09
12	1.182	\$ 17.08	\$ 0.09
13	1.188	\$ 17.17	\$ 0.09
14	1.194	\$ 17.26	\$ 0.09
15	1.200	\$ 17.34	\$ 0.09
16	1.206	\$ 17.43	\$ 0.09
17	1.212	\$ 17.52	\$ 0.09
18	1.218	\$ 17.60	\$ 0.09
19	1.224	\$ 17.69	\$ 0.09
20	1.230	\$ 17.78	\$ 0.09
21	1.236	\$ 17.86	\$ 0.09
22	1.242	\$ 17.95	\$ 0.09
23	1.248	\$ 18.04	\$ 0.09
24	1.254	\$ 18.12	\$ 0.09
25	1.260	\$ 18.21	\$ 0.09



OAPSE LOCAL _____
STEP _____

OFFICIAL GRIEVANCE FORM

NAME(S) OF GRIEVANT(S) _____

Phone Number _____ Email Address _____

IS THIS A CLASS ACTION GRIEVANCE? Yes No

CLASSIFICATION _____

WORK LOCATION _____ IMMEDIATE SUPERVISOR _____

Statement of Grievance: _____

Remedy requested: _____

Date Presented to Management Representative _____

Title _____

Management's Signature _____

Management's Disposition of Grievance: _____

I authorize the OAPSE Local _____ as my representative to act for me in the disposition of this grievance

Date _____ Signature of Employee _____

Signature of Union Representative _____ Title _____

Withdraw Authorization

I _____ knowingly, hereby agree to withdraw this grievance.

Grievants' Signature _____

THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES

