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STATE EMPLOYMENT
RELATIONS BOARD

2010 SEP 29 P 2:27

MASTER CONTRACT

between the

MILFORD CLASSIFIED EMPLOYEES ASSOCIATION

an affiliate of the

OHIO EDUCATION ASSOCIATION

and the

NATIONAL EDUCATION ASSOCIATION

and the

**MILFORD EXEMPTED VILLAGE SCHOOL DISTRICT
BOARD OF EDUCATION**

Effective July 1, 2010

through

June 30, 2013

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PREAMBLE

This Contract is made and entered into this 17 day of June, 2010 by and between the Board of Education of the Milford Exempted Village School District (hereinafter referred to as the "Board") and the Milford Classified Employees Association/OEA/NEA (hereinafter referred to as the "Association").

**ARTICLE 1:
RECOGNITION**

The Board hereby recognizes the Association, an affiliate of the Ohio Education Association and the National Education Association, as the exclusive representative for the purposes of collective bargaining for the following persons employed by the Board. All non-teaching employees employed by the Board on a full-time and part-time basis including but not limited to: food service, secretaries, custodians, maintenance coordinator, maintenance assistants, clerical, teacher aides, educational aides, library aides, crossing guard/playground aides, playground aides, extended day caregiver, health care specialists, instructional/computer tech aides, technology tech, transportation aides, and couriers. The following persons employed by the Board are excluded: Secretary to the Superintendent, Secretary to the Assistant Superintendent, Secretary to the Treasurer, Cafeteria Manager, all supervisors, confidential employees, all management level employees, all substitute employees, all seasonal and casual employees, all central office staff, and all other employees of the Board.

Should the Board of Education reinstate transportation as Board employees the Association shall become the representative of those employees.

ARTICLE 2:
MANAGEMENT RIGHTS

- 2.01 The Association agrees that the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon it without limitation except to the extent the exercise of said authority is in conflict with a provision of this contract. It is agreed that these rights include the following:
- A. Determine matters of inherent managerial policy as provided in 3313.47 and 3313.20 of the Ohio Revised Code which include, but are not limited to, areas of discretion of policy such as functions and programs of the Board, standards of school activities, its overall budget, utilization of technology, and the school district organizational structure;
 - B. Direct, supervise, evaluate or hire employees;
 - C. Maintain and improve the efficiency and effectiveness of Board operations;
 - D. Determine the overall methods, process, means or personnel by which school district operations are to be conducted;
 - E. Suspend, discipline, non-renew, demote, terminate, layoff, recall, transfer, assign, schedule, promote or retain employees;
 - F. Determine the adequacy of the work force;
 - G. Determine the overall mission of the school district;
 - H. Effectively manage the work force in all aspects;
 - I. Take action to carry out the mission of the school district;
 - J. Make the rules and regulations by which the students and employees of the Board will be governed.

**ARTICLE 3:
ASSOCIATION RIGHTS**

- 3.01 The Association President shall receive all agendas and other public information made available to Board members no later than the time of public distribution. Minutes of the Board Meeting will be mailed to the Association President after approval by the Board.
- 3.02 Association materials may be posted on bulletin boards located in workrooms and/or faculty lounges.
- 3.03 The Association may place organization materials in building mailboxes.
- 3.04 The Association may use office machines with the approval of the building principal.
- 3.05 The Association may use designated areas of school buildings at no charge for the purpose of general Association needs. Such use shall be confined to the times of the day when school is not in session and shall be arranged with the building principal at least two (2) days in advance.
- 3.06 Names and addresses of newly-employed bargaining unit members shall be provided to the Association following Board approval of their contracts.
- 3.07 The administration may make available to all Association officers a directory listing the names, addresses and phone numbers and job assignments of classified employees.
- 3.08 The President of the Association and/or consultant shall be allowed to meet with an employee prior to the start of the employee's workday, at the conclusion of an employee's workday or while the employee is on his/her lunch break. The president/consultant shall report to the main office to notify the principal of his/her presence in the building and where he/she will be meeting.
- 3.09 The Board shall grant a maximum of three (3) Association days per officer of the Association per year for the purpose of the continuation of a mutually satisfactory relationship between the Association, the Board and the Administration. Additional days may be approved by the Superintendent for Association business.
- 3.10 A signed copy of this contract shall be provided to the Association President in electronic PDF format which may be distributed to the members. The administration will also provide two (2) signed copies per building/worksites. One (1) copy shall be maintained in the administrator/supervisor's office and one (1) in the school library.
- 3.11 A current copy of Board policy shall be maintained on the district's website. A notice of all regulations, modifications and changes shall be sent to the Association President via email.
- 3.12 Any bargaining unit member wishing to attend an Association meeting during his/her regular work hours may do so with permission of his/her supervisor providing the time that he/she spends in the meeting is made up during the same shift that the meeting takes place by making up the time before or after his/her regular shift.

ARTICLE 4:
PROCEDURES FOR NEGOTIATIONS

- 4.01 This Article shall control the procedures utilized by the Board and the Association for the purpose of negotiating any items which have become negotiable pursuant to terms of any reopener provisions set forth elsewhere in this agreement or for the purpose of negotiating mandatory subjects of bargaining which have been properly raised by either the Board and/or the Association with respect to an agreement to succeed and/or replace this agreement.
- 4.02 Any negotiations for an agreement to succeed or replace this agreement shall be inaugurated by the party seeking such negotiations delivering the written notice of such intent to the other not more than ninety (90) nor less than seventy-five (75) calendar days prior to the expiration of this agreement. The parties shall commence such negotiations not later than sixty (60) calendar days before the expiration date of this agreement.
- 4.03 The Association shall have a bargaining team that shall not exceed twelve (12) persons selected by the Association. The Board shall have a bargaining team which shall not exceed seven (7) persons selected by the Board. The expense, if any, of each bargaining team will be borne by the parties selecting said team and the other party shall not be responsible in any fashion for any such expense.
- 4.04 Negotiation meetings between said bargaining teams shall be private and scheduled for mutually satisfactory times and places.
- 4.05 Each bargaining team may utilize consultants for any part of a bargaining session to assist it during a bargaining session provided such bargaining team has given the other bargaining team adequate and reasonable advanced notification of its intent to use such a consultant. The expense of any such consultant shall be borne by the party selecting him/her and the other party shall not be responsible in any fashion for any such expense.
- 4.06 The Board's bargaining team, upon written request from the Association's bargaining team, shall furnish to it, within a reasonable time period thereafter, requested and clearly identified information relevant to the issue(s) under negotiation which is within the possession of the Board and which can be provided without significant expense. If such requested information would involve significant expense, then the Association shall pay such expense. The Association, upon written request from the Board's bargaining team, shall likewise furnish to it clearly identified and requested information relevant to the issue(s) under negotiations to which the Association has access. If such requested information would involve significant expense, then the Board shall pay such expense.
- 4.07 A. If after having negotiated for at least sixty (60) calendar days, the two (2) bargaining teams have not been able to reach an agreement on all items, then either bargaining team may declare impasse and request in writing to the other that the issues be submitted to mediation.

- B. The parties shall jointly notify the Federal Mediation and Conciliation Service of the dispute and request the selection of a mediator. The parties shall mediate for at least thirty (30) calendar days from the first meeting with the mediator and if no agreement is reached in that time frame, then the impasse procedures of this contract shall be deemed to have been completed. This impasse procedure supersedes and replaces the impasse procedure contained in Chapter 4117 of the Ohio Revised Code. The Association maintains its right to strike provided the provisions of the Contract subject to negotiation have expired and the Association has given the Board notice to strike required by Chapter 4117 of the Ohio Revised Code.
- 4.08 A. When agreement is reached by the teams, that agreement shall be reduced to writing and signed by the chairperson of each team. Each team will recommend favorably to its members the acceptance of the tentative agreement. The tentative agreement shall be submitted to the Association for possible ratification and the results of the ratification vote by the Association's membership shall be communicated to the Board in writing by the President of the Association. Upon receipt of notification that the Association has ratified the contract, the Board shall meet within fourteen (14) days to consider the approval or non-approval of the tentative agreement.
- B. After the contract is ratified and approved by both the Association and the Board it shall be executed by the parties.

ARTICLE 5: GRIEVANCE PROCEDURE

5.01 DEFINITIONS

- A. **Grievance** - Grievance is defined as an alleged violation, misinterpretation or misapplication of the written provisions of this agreement.
- B. **Grievant** - Grievant shall mean a bargaining unit member, a group of bargaining unit members or the Association acting on behalf of itself or any group of bargaining unit members.

5.02 A grievance shall be processed in the following manner: Days shall mean calendar days except that in computing any time limitation, if the last day of the period is a Saturday, a Board recognized holiday, or a day on which the schools are closed, the period shall not expire until the end of the next day which is not a Saturday, Sunday, a Board recognized holiday, or a day on which the schools are closed.

- A. Step 1
A grievance shall be first orally discussed by the grieving employee(s) or the Association with his/her immediate supervisor or the Superintendent within ten (10) days of the occurrence complained of for the purpose of attempting to resolve the matter informally.

B. Step 2

If the immediate supervisor or the Superintendent is not able to promptly resolve the grievance to the grieving employee(s) or the Association's satisfaction and/or the grievance is to be processed further, then such grieving employee(s) or the Association shall reduce the grievance to writing, (Exhibit D, Form A) stating the full facts upon which it is based, the written provision(s) of this agreement claimed to have been violated, the relief sought and shall be signed by the grieving employee(s) or Association President. The grievance in such written form shall be presented by the grieving employee(s) or Association with or without his/her grievance representative to said immediate supervisor or the Superintendent within fifteen (15) days of the occurrence complained of. The immediate supervisor or the Superintendent shall respond to the grieving employee(s) or Association within five (5) days of said supervisor's/Superintendent's receipt of such written grievance (Exhibit D, Form B).

C. Step 3

If the employee(s) is not satisfied with the immediate supervisor's response and the grievance is to be processed further, then the employee(s) shall appeal to the Superintendent or his/her designee by delivering to him/her such written appeal (Exhibit D, Form C) request within five (5) days of the grieving employee(s) receipt of the immediate supervisor's answer at Step 2. The written appeal request shall set forth the basis for such appeal. The Superintendent and/or his/her designee shall meet and confer with the grieving employee(s) within ten (10) days of the receipt of said appeal for the purpose of considering the grievance. The Superintendent or his/her designee shall issue a written decision (Exhibit D, Form D) on the grievance to the Grievant and the grievance representative within ten (10) days after the final Step 3 meeting.

D. Step 4

Should the Step 3 decision not satisfactorily resolve the grievance, then the Association may submit the grievance to binding arbitration by delivering such a request in writing to the Treasurer of the Board within ten (10) days of the date the Step 3 answer was issued. The Arbitrator shall be selected by mutual agreement of the Association and the Board from the following list on a rotating basis:

Robert G. Stein
Michael Paolucci
John J. Murphy
Mitchell Goldberg

The expenses and compensation of the Arbitrator and the hearing site shall be shared equally by the Association and the Board. The expenses of a transcript of the hearing shall be borne by the party requesting it, provided however that such expenses shall be shared equally if the other party requests access to or a copy of such transcript. The Arbitrator shall hold a hearing on the grievance at a mutually agreed time(s) and place and shall confine his/her consideration to the precise issue(s) jointly submitted by the Association and the Board. Following the close of such hearing, the Arbitrator shall issue in writing to the Association and the Board his/her binding decision on the grievance.

- 5.03 The time limits set forth in this article may be extended at any step by the mutual written agreement of the representative of the respective parties involved in such a step. Any grievance not presented within the time limits established herein above shall be barred as untimely and thereafter such grievance may not be presented or processed further for consideration under this agreement or otherwise.
- 5.04 The Association may designate up to seven (7) grievance representatives for each school building in the District for the purpose of handling any grievance arising in that school building. The Association shall provide the Board with such lists of grievance representatives.

ARTICLE 6: SENIORITY

- 6.01 By April 1 of each calendar year, the Association shall be provided with a current seniority list of all employees. District seniority shall be defined as continuous length of employment of an employee computed from the employee's most recent date of hire by the Board. Classification seniority shall be defined as the length of continuous employment of an employee within his/her particular classification computed from the employee's most recent date of entry into such classification. Authorized leaves of absence do not constitute an interruption in continuous service. In the case of identical classification seniority, the order of seniority as between those with identical classification seniority shall be determined by use of their District seniority. In the case of identical District seniority, the order of seniority of employees with identical District seniority shall be determined by use of the date of hire. In the event date of hire is identical, seniority shall be determined by placing the last names of the affected employees in a hat and drawing names in the presence of the affected employees, Union representative and Board representative.
- 6.02 An employee's seniority with the Board shall be broken and employment and seniority status lost for any one (1) of the following reasons:
- A. Voluntary resignation
 - B. Termination or discharge for just cause
 - C. Retirement
 - D. Layoff from active employment for longer than twenty-four (24) consecutive months from the effective date of layoff.
 - E. Non-renewal as a result of performance.

**ARTICLE 7:
SUSPENSION AND/OR TERMINATION**

- 7.01 Except as provided hereafter, the contract of an employee may be suspended and/or terminated for the reasons and in the manner set forth in 3319.081 of the Ohio Revised Code. (See Exhibit A)
- 7.02 The limited contracts of employees may be non-renewed as provided in 3319.083 of the Ohio Revised Code. (See Exhibit B)
- 7.03 As recognized in Section 4117.08(C)(5) of the Ohio Revised Code, the Board may discipline, suspend, demote and discharge employees for just cause. All disciplinary actions shall be subject to the grievance and arbitration procedure set forth in Article 5 of the Agreement. As recognized in Section 4117.08(C)(1), (2), (3), (4), (5), (8) and (9) of the Ohio Revised Code, the Board may issue and employees observe and obey rules, regulations and policies, and employees shall be subject to disciplinary actions for violation of the rules, regulations and policies.
- 7.04 All discipline, including conference summaries, reprimands, suspensions and discharges shall be issued in written form whenever an employee is reprimanded, disciplined or discharged except for immediate suspensions with pay pending an investigation the employee may request that an Association representative be present, if an Association representative is readily available. Association representatives who may be readily available shall include the Association President, OEA Labor Relations Consultant, or the employee's legal representative.
- 7.05 Conference summaries shall be maintained in the supervisor's file and shall not be placed in the personnel file unless further incidents and/or discipline occurs.

**ARTICLE 8:
REDUCTION IN FORCE**

- 8.01 If it becomes necessary to reduce the number of employees in a classification due to the abolishment of positions, lack of funds, lack of work, or any other emergency reason, the following procedure shall govern such layoff:
- A. The number of employees affected by reduction in force will be kept to a minimum by not employing replacements, insofar as practical, of employees who resign, retire or otherwise vacate a position.
 - B. Whenever the Board deems it necessary to layoff employees, affected employees shall be laid off taking into consideration their classification seniority if the Superintendent, Assistant Superintendent, and the immediate supervisor first determine that the employees are relatively equal in performance of their jobs. Any displaced employee shall have the right to displace the employee with the least classification seniority in a lower classification of the same classification

series if he/she has more District seniority and is first determined by the Superintendent, Assistant Superintendent and the immediate supervisor to be relatively equal in the performance of that lower classification job. This process shall continue, if necessary, until the employee(s) with the least classification seniority in the lowest classification of the classification series of the Board has been reached and, if necessary, laid off.

- C. For this Article, classifications will be defined by job descriptions. A classification series is any group of classification titles that have the identical name but different numerical designations or identical titles except for designated levels of supervision.
- D. The Board shall determine in which classification(s) the layoff should occur and the number of employees to be laid off.

8.02 To the extent the circumstances make it feasible, twenty (20) days prior to the effective date of a layoff, the Board shall prepare a list containing the names, seniority dates and classifications and indicate which employees are to be laid off and such list shall be available for inspection by the Association. In regards to special education aides, if it becomes necessary to reduce the employee, the Board will only be required to provide ten (10) days notice to the affected employee. The affected aide shall have the right to displace another aide with lesser seniority to maintain comparable hours and benefits. Each employee to be laid off shall be notified of the anticipated reduction in staff for his/her classification. Each notice of layoff shall state the following:

- A. Reason for layoff or reduction;
- B. The effective date of layoff;

8.03 Recall shall be made in reverse order of layoff before any new employee is hired in that classification. The employee with the most classification seniority within a classification for which they are eligible shall be called back first and recall will continue in this order to the least senior employee.

8.04 Each such laid off employee who is next to be recalled to a vacancy shall be notified of his/her recall by certified mail to his/her last known address. Each such employee who declines the recall or does not respond to the recall notice within five (5) calendar days of its mailing shall be removed from the recall list and shall lose any further right to recall.

8.05 Any employee who has remained laid off for a period of twenty-four (24) consecutive months without a recall notice shall be removed from the recall list and shall lose any further right to recall.

8.06 Any employee who has been laid off in accordance with this provision shall be placed on the substitute list and shall not lose rights of recall by virtue of accepting work with the Board as a substitute.

8.07 The parties agree that the Board may reduce force in accordance with the provisions of Article 8 of the contract and that Article 8 of the Contract supersedes and replaces 3319.081 and 3319.172 of the Ohio Revised Code.

**ARTICLE 9:
HEALTH AND INJURY**

- 9.01 Should the Board of Education require a physical examination as a condition of continued employment, the cost of the physical examination shall be at the expense of the Board and performed by a physician mutually selected by the employee and the Board. If the employee and the Board cannot agree on a physician, then the employee shall be examined by a physician selected by the employee from a list of three (3) names provided to the employee by the Board.
- 9.02 Any injury incurred while performing assigned responsibilities must be reported in writing to the employee's supervisor as soon as possible but no later than thirty-six (36) hours after the injury.
- 9.03 DRUG AND ALCOHOL TESTING
- A. Employees covered by the bargaining unit shall submit to drug and alcohol testing whenever the employee is involved in an accident while operating school buses, trucks or other vehicles while performing their contractual duties.
- B. Reasonable Suspicion
In addition, bargaining unit members will submit to drug and alcohol testing when directed to do so by the Operations Manager and/or Director of Human Resources or his designee whenever the Operations Manager and/or Director of Human Resources/designee has reasonable cause to believe that the employee may be under the influence of drugs and/or alcohol while the employee is performing his contractual duties. If directed to take a drug and alcohol test, the full cost of the testing will be paid by the Board.
- C. Random Testing
Bargaining unit members who drive district vehicles while performing their contractual duties shall submit to random drug and alcohol testing. A minimum of at least one quarter ($\frac{1}{4}$) of the number of employees operating Board-owned vehicles shall be randomly tested on an annual basis. The selection of employees for random alcohol and drug testing shall be made by a process where each employee shall have an equal chance of being tested each time selections are made. If an employee is on an approved leave at the time his/her name is called for random testing that employee will not be required to submit to a drug/alcohol test.
- D. Employees who are required to submit to drug and alcohol testing outside of their work hours shall be compensated at their hourly rate for their time at testing.
- E. Discipline
A person refusing to promptly submit to a drug and alcohol test after being involved in an accident while driving a district owned vehicle in the performance of his/her contractual duties or refusing to promptly submit to a drug and alcohol test if randomly selected shall immediately be terminated for his/her refusal to do so.

- F. Members of the bargaining unit who do not operate vehicles as part of their contractual duties and who refuse to submit to a drug and alcohol test when the Operations Manager and/or Director of Human Resources/designee has a reasonable suspicion he or she may be under the influence of drugs or alcohol while performing his/her contractual duties shall be subject to disciplinary action up to and including termination.
- G. Employees who test positive for illegal drugs/substances or are convicted of using, possessing or distributing illegal drugs shall be terminated by the Board and may be suspended or terminated for misuse of drugs for which they have a lawful prescription.
- H. Employees who test positive for alcohol while at work or performing their job duties at a level in excess of the limit defined by the Ohio Revised Code or federal law shall be subject to suspension and/or termination.

ARTICLE 10: PERSONNEL RECORDS

- 10.01
 - A. A personnel file of each member shall be maintained in the District business office.
 - B. This file shall be considered a confidential file, to the extent permitted by law, and the only official file of recorded information about a classified staff member that is maintained by the Board.
 - C. If a member wishes to review his/her file, he/she shall make a request to the district business office.
 - D. The member, as well as any public person, must review the file in the presence of an administrative representative during regular office hours at the offices of Staff and Pupil Services.

10.02 ACCESS TO FILE

- A. Members shall have access to their individual personnel files in the presence of a designated central office employee. Such access may occur at any time during the workday, providing it does not interfere with the member's assigned duties or after the workday. A request for access to a member's file shall be granted within one (1) workday.
- B. Members of the administration authorized to place documents in the personnel files of members shall be limited to the Superintendent, other central office administrative personnel appropriately related to the supervision of that member, school board members, building principal(s), and confidential secretaries.

- C. Any member of the public who views the file shall be asked to sign and date an access sheet which shall be included in the front of the file. The refusal to sign shall not prohibit viewing of the file.
 - D. The bargaining unit member shall be informed whenever someone from the public has requested to see the file belonging to that member.
- 10.03
- A. All material placed in the personnel file of the member shall include a dated stamp of the date the item was placed in the file.
 - B. A copy of the included item shall be forwarded to the Employee.
 - C. A bargaining unit member shall have the opportunity to reply to critical material in a written statement to be attached to the filed copy.
 - D. Periodically materials in a bargaining unit member's file may be reviewed as to the accuracy, relevance, timeliness, or completeness of such material.
 - E. If it is found to lack in any of the aforementioned, it may be removed from the bargaining unit member's file upon mutual agreement of the bargaining unit member and the administrator making the entry or the Superintendent.
- 10.04
- The bargaining unit member may submit letters of merit which shall be placed in his/her personnel file.
- 10.05
- Pre-employment letters of recommendation may be maintained in separate file for a period not to exceed six (6) months from the date of employment.
- 10.06
- A member will be entitled to a copy of any material in his/her file, except pre-employment information, upon the payment of a reasonable copying charge.
- 10.07
- Any materials may be removed from the member's file in compliance with Ohio Revised Code 1347.

ARTICLE 11:
EMPLOYEE EVALUATION

- 11.01
- Bargaining unit members will be evaluated at least once every two (2) years before the employee's last work day of the work year. No bargaining unit member will be formally evaluated by another member of the bargaining unit.
- 11.02
- In the event the Board wishes to change the evaluation instrument, a committee shall be formed consisting of an equal number of persons appointed by the Association and the Board.

11.03 HEAD CUSTODIAN/FOOD SERVICE MANAGER/EXTENDED DAY COORDINATOR
AND CONTACT

- A. Under the terms of this Contract it is recognized that the head custodian and kitchen managers will have limited decision-making responsibilities that impact employees in the custodial, extended day coordinator/contact and food service classifications.
- B. As a result of these limited decision-making responsibilities the head custodian, extended day coordinator/contact and kitchen manager have job functions which include providing input to the administration regarding employees that will be used in the evaluation of the employees.
- C. It is understood that the head custodian, extended day coordinator/contact and kitchen manager are responsible for directing the work including determining whether the quality of the work is acceptable or unacceptable; directing that the work be done over if needed; providing information to a supervisor or administrator on whether an employee is timely for work including returning from breaks on time and reporting the quality of work performed to an administrator or supervisor responsible for conducting the evaluation of an employee.
- D. The head custodian, extended day coordinator/contact and kitchen manager are required to meet with administration to discuss the work performance of each custodian, extended day worker or food service worker for which he/she directs the work. The job descriptions of the head custodian, extended day coordinator/contact and the kitchen manager will reflect these agreed upon responsibilities.
- E. It is understood that the head custodian, extended day coordinator/contact and kitchen manager, as members of the bargaining unit, have no power to discipline an employee or to negatively affect the continued employment of an employee other than performing the duties as outlined above.

**ARTICLE 12:
JOB POSTING/BIDDING**

- 12.01 A. For the purposes of this provision, vacancies shall be defined to be a job opening which the Board intends to fill and which was created as the result of the retirement, resignation, termination, death or transfer of an employee as well as a newly created or expanded bargaining unit position.
- B. If the Board intends to fill the vacancy, the vacancy shall be emailed to each member of the bargaining unit at their District email address within forty-five (45) days of its creation. Any employee working in the job classification of the posted vacancy may request, in writing or by email, to be considered as a candidate for

the vacant position. These written bid requests shall be filed with the Superintendent or designee. The Association shall be provided notice of any position that will not be filled once a vacancy is known. The vacancy shall not be filled for a period of five (5) days after the email notification.

- 12.02 A. When a vacancy occurs within a classification and two (2) or more employees within that classification file written bids for the vacancy and have the qualifications to fill the vacancy and there is no legitimate reason for preferring one candidate over another, the most senior employee will be awarded the position.
- B. If the Superintendent or designee reassigns a person to a position he/she did not bid on, at the request of that employee, the Superintendent or designee shall meet with the employee to discuss the reason for the reassignment.
- 12.03 The employment of classified employees specifically for assignment to parochial/private schools, who are paid from "pass through" funds received by the Board for that purpose from the State Department of Education, shall be subject to the needs and preferences of the administration of the parochial/private school to which they are assigned. In the event the Board is advised in writing by the administration of the parochial/private school that the services of the employee assigned to that parochial/private school are no longer needed, the contract of such employee shall be suspended and he/she shall be placed on a recall list. Employees whose contracts are suspended under the provisions of this Section shall have all rights under this Article, except that recall shall be only to a position for assignment to a parochial/private school. This provision does not pertain to Milford School District employees in the transportation department that drive routes for parochial or private schools.
- 12.04 Volunteers may be used for transporting band trailers. Volunteers may be used for PTA or PTO type organization projects so long as they do not displace the regular scheduled work of an employee.
- 12.05 A training period of sixty (60) workdays for current employees who change job classifications will be established to provide the employee an opportunity to transfer to another classification/position and to allow the District administration an opportunity to observe and review the employee's performance of his/her duties in the new classification. At any time during this period, the employee may decide to return to his/her old position or the employer may decide to transfer the employee back to the employee's old position if in the District administration's discretion the employee is incapable of or is not satisfactorily performing the duties assigned for the new classification/position. During this probationary period the employee's old position will be filled by a substitute employee. Upon the conclusion of the probationary period the employee may elect to return to their position or the employer may elect to return the employee to their old position. The employee shall not lose any seniority in their previous position should they elect to return to that position.

ARTICLE 13:
INDIVIDUAL CONTRACTS

- 13.01 A. Except as provided hereafter, newly hired bargaining unit members, including regular hourly rate and per-diem employees, shall be given written contracts for their employment which shall be for a period of not more than one (1) year. If such employees are rehired, their subsequent contract shall be for a period of two (2) years. Employees hired after October 15 will be given a contract to June 30. If the employee is renewed, the employee will be given a one (1) year contract and if renewed again shall be given a two (2) year contract. This provision does not apply to an employee hired at the beginning of the school year. This provision is intended to supersede and replace the conflicting provisions of Ohio Revised Code Section 3319.081.
- B. After the expiration of the two (2) year contract provided in the preceding paragraph, if the contract of a bargaining unit member is renewed, the employee shall be given a continuing contract.
- C. The Board of Education shall give written notice of its intent not to reemploy an employee on or before June 1 of the year his/her contract expires.
- 13.02 The number of contract days and the hourly rate of pay shall be specified on each individual contract and/or salary notice.

ARTICLE 14:
TEMPORARY JOB ASSIGNMENTS

- 14.01 If an employee is temporarily assigned to perform the duties of an absent supervisor, that employee shall be compensated as follows beginning with the second consecutive day in the position and for each consecutive day he/she serves in the position thereafter.
- 14.02 A. Substitution for the elementary head custodian shall qualify for an additional twenty cents (\$.20) per hour on the employee's hourly rate.
- B. Substitution for the middle or junior high head custodian shall qualify for an additional twenty-five cents (\$.25) per hour on the employee's hourly rate.
- C. Substitution for the high school head custodian shall qualify for an additional thirty cents (\$.30) per hour on the employee's hourly rate.
- D. Substitution for the maintenance coordinator shall qualify for an additional thirty-five cents (\$.35) per hour on the employee's hourly rate.
- E. Substitution for the food service building contact who does not have an assistant shall qualify for an additional fifty cents (\$.50) per hour on the employee's hourly rate.

- F. Substitution for the extended day contact shall qualify for an additional twelve cents (\$.12) per hour on the employee's hourly rate.
- G. If a regular aide employed by the Board is asked to substitute for another regular aide who is absent from work, the employee working the hours for the absent aide shall be compensated at his/her regular hourly rate for all hours worked while subbing for the absent aide. Opportunities for work shall be offered on a rotating seniority basis. This understanding is limited to the aide's classification and only to those hours worked by an aide when subbing for and performing the work of an absent aide. Such work will not entitle the aide to fringe benefits if that aide works more than twenty (20) hours in the week as a result of being offered the opportunity to substitute for an absent employee.

**ARTICLE 15:
MILEAGE REIMBURSEMENT**

Any employee who is required to use his/her personal automobile for Board business at the specific direction of the Superintendent or designee shall be reimbursed at the IRS rate. There will not be retroactive application of this rate.

**ARTICLE 16:
ADMINISTERING MEDICATION**

The responsibilities and duties of employees covered by this agreement with respect to the administering of medicine to students, shall be as set forth in the Board policy adopted in accordance with and to comply with ORC 3317.713. Employees shall not be expected to perform medical procedures without proper training which shall be paid for by the Board of Education. This does not include the dispensing of medication.

**ARTICLE 17:
CALAMITY DAYS**

- 17.01 In the event that the School District is closed due to an epidemic or other public calamity, employees shall be paid for all hours contracted to work. A state emergency declared by the Governor of the State of Ohio or an extraordinarily grave event marked by great loss, lasting distress and affliction shall also be considered to be a public calamity.
- 17.02 A. The administration of the Board reserves the right to require any and all employees to report to work on calamity days. Any employee who is specifically required by the Superintendent to work on any of the first five (5) calamity days in a school year shall be granted compensatory time off in an amount equal to the hours actually worked on each such calamity day not to exceed the total number of hours

in the employee's regular work day. The compensatory time off shall be at a subsequent time designated by the Superintendent and shall be used no later than June 30.

- B. Each employee who has been paid for a calamity day, but does not work that calamity day, shall be required to work any student make-up day scheduled by the Board without any additional compensation.
- 17.03 An annual in service day shall be established in the calendar for all classified staff. If an initial calamity day is called the employees will be required to report as set forth in Sections 18.01 and 18.02. If that day will not be made up then the employee who was paid for that day but did not work would be required to report to the annual in service day that is established without pay. These employees who worked the calamity day would be paid their regular daily rate. Additional calamity days are not subject to this Section. If the District does not call a calamity day during the school year then the scheduled in service day will be an extra required paid day of work.
- 17.04 It is understood and agreed that this provision does not apply to delayed school day starts or weather related early release days.

ARTICLE 18: HOLIDAYS

- 18.01 A. For each employee who meets all the eligibility requirements set forth in Section 18.02 below, such employee shall be entitled to the following paid holidays:
- | | |
|------------------------|-------------------|
| New Years Day | Labor Day |
| Martin Luther King Day | Thanksgiving Day |
| Presidents' Day | Christmas Eve Day |
| Good Friday | Christmas Day |
| Memorial Day | New Years Eve Day |
| Fourth of July | |
- (for twelve (12) month employees only)
- B. To be eligible for a paid holiday, an employee must work the full schedule of hours assigned on the last day of scheduled work immediately prior to the holiday and on the first day of scheduled work immediately after the holiday.
- C. If a holiday occurs during an employee's vacation period, then the employee will receive holiday pay for that holiday and such day will not be considered a day of vacation, provided the employee meets the eligibility requirements of Section 2 above.
- 18.02 Holiday pay for an eligible employee who is contracted to work a full day and who does not work on the holiday shall be his/her straight time hourly rate for eight (8) hours. Holiday pay for an eligible employee who is not contracted to work a full day shall be his/her straight time hourly rate for the average number of hours actually worked by

the employee in the two (2) week pay period immediately preceding the holiday or for the number of hours per day specified in the employee's contract, whichever is greater. If an eligible employee is required to work, with the approval of the Superintendent on a holiday, then for such holiday said employee shall be paid at the rate of time and one-half (1½) his/her straight time hourly rate for all the hours so worked on such holiday.

- 18.03 Any of the holidays, listed in Section 19.01 above, which occur on a Saturday shall be observed on the preceding Friday, and any such holiday which falls on a Sunday shall be observed on the following Monday. In the event that holidays on successive days occur on Friday and Saturday, then the preceding Thursday shall be observed as the Saturday holiday. In the event that holidays on successive days fall on Sunday and Monday, then the following Tuesday shall be observed as the Sunday holiday. The day observed as a holiday pursuant to this provision shall be the holiday, and the original calendar day of the holiday shall not be construed as a holiday.

ARTICLE 19: **VACATIONS**

- 19.01 An employee who is employed by the Board on a twelve (12) month basis shall be entitled to the following paid vacation:
- A. Each such employee who is employed by the Board for at least one (1) year of continuous employment with the Board shall be entitled to two (2) weeks of vacation with pay at his/her straight time hourly rate.
 - B. Each such employee who is employed by the Board with at least eight (8) years of continuous employment with the Board shall be entitled to three (3) weeks vacation with pay at his/her straight time hourly rate.
 - C. Each such employee who is employed by the Board with at least thirteen (13) years of continuous employment with the Board shall be entitled to four (4) weeks of vacation with pay at his/her straight time hourly rate.
 - D. Each such employee who is employed by the Board with at least twenty (20) years of continuous employment with the Board shall be entitled to five (5) weeks of vacation with pay at his/her straight time hourly rate.
- 19.02 A vacation must be taken by an eligible employee in the calendar year that such employee became entitled to it and any such vacation may not be carried over to another calendar year.
- 19.03 The Superintendent shall have the right to limit the number of employees who may be on vacation at any one time. No vacation by an employee shall be taken without the prior approval of the Superintendent or his/her designee in advance of the start of any such vacation.

**ARTICLE 20:
PERSONAL LEAVE**

- 20.01 A maximum of three (3) days absence with pay may be granted by the Superintendent in any school year, which shall be unrestricted, and shall not be charged against the employee's accumulated sick days of leave. A request for approval for such leave with pay shall be made on the appropriate form and forwarded directly to the Superintendent at least five (5) days prior to intended absence. (Except where the circumstance causing such absence first occurred at a time when five (5) days notice was not possible.) In these circumstances immediate notice shall be given to the employee's immediate supervisor and said written request form shall be submitted promptly thereafter to the Superintendent. In the case of absence from duty for any court proceeding or administrative hearing in which the employee is a party, no salary shall be paid the employee for the period of absence beyond the three (3) day personal leave allowance.
- 20.02 No more than two (2) employees in any other single classification within the same building will be approved for personal and emergency leave for any single day.
- 20.03 Any unused personal leave shall be rolled over and accumulated into the accumulated sick leave of the employee. The rollover shall be shown by the end of each fiscal year.

**ARTICLE 21:
JURY DUTY**

The Board shall pay a full time and/or short hour employee his/her regular compensation during the time the bargaining unit member serves on jury duty.

**ARTICLE 22:
MILITARY LEAVE**

Military leave shall be granted in accordance with Section 3319.085 of the Ohio Revised Code. National Guard Duty and Reserve leave shall be granted in accordance with Section 5903.03, 5923.05 and 124.29 of the Ohio Revised Code.

**ARTICLE 23:
ASSAULT LEAVE**

- 23.01 An employee who is absent due to physical disability resulting from a clearly unprovoked attack upon said employee, which assault occurs on Board premises or while in attendance at an official school function and in the course of said employee's employment, shall, subject to the approval of the Superintendent, be granted up to eight (8) working days of assault leave. During such assault leave, said employee shall be maintained on full pay status.
- 23.02 Any assault leave granted by the Board under this article shall not be charged against sick leave earned or earnable under Section 3319.141 of the Ohio Revised Code or leave granted by the Board pursuant to Section 3319.08 of the Ohio Revised Code.

**ARTICLE 24:
DISABILITY LEAVE**

- 24.01 Upon request and with written medical evidence indicating the necessity of the leave, an employee shall be granted a leave of up to two (2) years without pay for mental or physical reasons. Upon return from leave status, the employee shall return to the same status (classification) he/she held prior to the leave. Employees granted such a leave shall accrue seniority during the period of leave.
- 24.02 Employees on said leave shall be permitted to remain on the Board insurance programs provided the employee pays to the Board Treasurer in advance each month the full amount of the premium for the insurance which the employee wishes to maintain while on leave.

**ARTICLE 25:
SICK LEAVE**

- 25.01 Effective on the last day of each month of service, paid sick leave shall be available to an employee at the rate of one and one quarter (1¼) days per month with a yearly maximum of fifteen (15) days. The maximum number of accumulated and unused sick days which an employee is permitted to accumulate shall be two hundred sixty (260) days for sick leave purposes only.
- 25.02 If the total number of sick leave days used by this bargaining unit is less at the end of the school year than the prior school year, the Board will create a fund equal to forty dollars (\$40.00) for each day less with the proceeds of the fund being distributed and divided equally as a one-time bonus to those members of the bargaining unit who use three (3) or less sick days during the school year.

**ARTICLE 26:
CHILD CARE LEAVE**

- 26.01 A An employee who becomes the parent of a newly born or newly adopted child who is not in school full time or for a child the agency requires full time parental care shall have the right to an unpaid leave of absence for a period not to exceed one (1) year from the date of birth or the date of adoption.
- B. In order to be eligible for this leave, the employee shall file a written request at least thirty (30) days prior to the anticipated beginning date of the leave. The leave request shall state the date said leave is to end. In the case of early delivery or adoption, the thirty (30) days notice requirement may be waived, however, the employee must file a notification with the Superintendent at the earliest opportunity if less than thirty (30) days notice is to be given.
- 26.02 Upon return from leaves of absence pursuant to this provision, the employee shall return to a position within the classification he/she was working at the time of leave. If an employee fails to return to duty within three (3) days of the expiration date of the leave, he/she shall be considered to have resigned his/her employment and said individual shall at that point in time no longer be an employee of the Board.

**ARTICLE 27:
HOURS OF WORK AND OVERTIME**

- 27.01 Employees covered by this Agreement shall be paid one and one-half (1½) times their regular straight time hourly rate for all hours worked in excess of forty (40) in any work week. For the purposes of this provision, any day not worked except holidays, sick days, vacation days, and the first five (5) days schools are closed for bad weather or other calamity, whether with or without pay, shall not count as hours worked for overtime purposes. Holidays, sick days, vacation days, and the first five (5) calamity days in a school year shall count as hours worked for overtime purposes.
- 27.02 For the purposes of computing overtime, the work week shall be seven (7) consecutive days beginning midnight Sunday to midnight Saturday next.
- 27.03 Overtime and extra hours shall be assigned on a rotating basis in each classification at each building from those employees who sign up for overtime at the beginning of the work year. An employee who refuses an overtime assignment shall move to the bottom of the list. If no one accepts an overtime assignment, it shall be assigned to the least senior employee on the list.
- 27.04 COMPENSATORY TIME (Secretaries, aides, technology technicians and Martha Ross only)

- A. Employees employed in the classification of secretary, and aide may be given compensatory time for all hours worked over forty (40) hours during the work week by agreement with his/her supervisor. If the employee and the supervisor make such an agreement all hours worked over forty (40) in a given week will be documented on Documentation of Comp Time form (attachment as Exhibit E). Compensatory time will be provided at one and one-half (1½) hours comp time for every hour over forty (40) hours worked. Both the administrator and employee must sign the form. The employee may use compensatory time on any day which they would have been normally scheduled to work with the approval of his/her supervisor. Use of compensatory time shall be noted on the form. The form must be sent to the Business Manager. The Business Manager will file the agreement with the Board Treasurer. On the day the employee uses the earned comp time the employee will fill out their payroll sheet indicating comp time is being used on the day he/she is absent from work and actually using the comp time in accordance with the agreement.
- B. If an employee works more than his/her regularly scheduled hours on a particular work day the supervisor may flex the employee's hours during the same work week in which the additional hours were worked (e.g. if a six (6) hour day employee worked seven (7) hours one day the supervisor could have the employee come in late or leave one (1) hour early during the same work week).
- C. Guidelines for comp time are attached as Exhibit F.

**ARTICLE 28:
SEVERANCE PAY**

- 28.01 An employee who meets the following conditions as of his/her final date of employment by the Board shall be eligible for a one (1) time, lump sum payment for unused, but accumulated sick leave and such payment shall eliminate all such accumulated sick leave credit.
 - A. The employee retires from work for the Board, and
 - B. The employee is eligible for and actually commences to receive a disability or service retirement benefit under any state or municipal retirement system in the State of Ohio.
- 28.02 Any such employee must also certify in writing that he/she has met all of the eligibility requirements set forth above and must sign for his/her severance check.
- 28.03 The retirement severance pay benefit for an eligible employee shall be calculated as follows:
 - A. The number of days will be the lesser of fifty-seven and five tenths (57.5) days or one-fourth (¼) of the employee's unused but accumulated sick leave credits as of the final date of employment by the Board up to a maximum of two hundred thirty (230) accumulated sick days.

- B. The rate of pay for each such day will be the employee's hourly rate of pay (i.e. from the wage classification hourly rate schedule) as of the final date of employment by the Board, multiplied by the number of hours such employee was then scheduled to normally work each day.
 - C. The severance pay shall be the product of multiplying the number of days ascertained in (A) above times the daily rate ascertained in (B) above.
 - D. No retirement contribution to the SERS will be deducted from such severance pay, but all other applicable payroll taxes shall be deducted.
- 28.04 Payment pursuant to this provision shall be made within thirty (30) days of the Board Treasurer's receipt of confirmation from SERS that the employee is retired and receiving SERS benefits.

**ARTICLE 29:
SUPERSEVERANCE**

- 29.01 In the event an employee resigns his/her employment with the Board for retirement purposes effective the end of the work year that he/she first becomes eligible to retire through the School Employees Retirement System (SERS), he/she shall receive a lump sum payment of fifty percent (50%) of his/her accumulated but unused sick leave.
- 29.02 Payment of such severance shall be at the employee's daily rate of pay at the time of retirement. Any employee who elects not to resign his/her employment with the Board at the end of the work year in which he/she first becomes eligible to retire through SERS shall forfeit his/her right to any payment pursuant to this provision and shall be entitled to severance pay as provided in Article 29 of this agreement.
- 29.03 Payment pursuant to this provision shall be made in one (1) installment with said payment to be made within thirty (30) days of the Board Treasurer's receipt of confirmation from SERS that the employee is retired and receiving SERS benefits.
- 29.04 In order to be eligible to receive superseverance pursuant to this provision, the employee must tender his/her resignation to the Board for retirement purposes effective at the end of the school year no later than April 1 of the year in which he/she first becomes eligible to retire.

**ARTICLE 30:
SERS PICK-UP**

The amounts set forth on the negotiated salary schedule and the amounts calculated by use of the figures shown on the supplemental compensation for extraordinary responsibilities and the amounts paid pursuant to the agreement are all subject to an employee contribution required by

the School Employees Retirement System. The Board agrees to "pick-up" the employee required SERS contribution pursuant to Section 414(h)(2) of the Internal Revenue Code and pay such contribution to the SERS in lieu of the employee paying such contribution. An employee shall not be entitled to receive directly such "pick-up" payment by the Board. The payments otherwise due an employee shall be considered reduced by the amount of such Board "pick-up" even though the amount used for determining the employee's contribution to the SERS shall be the gross amounts established by the provisions of the negotiated salary schedule before said "pick-up". Any individual contract or supplemental contract between an employee and the Board required by the Ohio Revised Code shall reflect the reduction of the employee's compensation as a result of the application of this mandatory "pick-up" provision. The Association and each employee shall hold the Board harmless and shall indemnify the Board from any liability and/or expense which it might incur should the Internal Revenue Service ever determine that this Board "pick-up" of the employee's SERS contribution is not excludable from the employee's gross income for federal income tax purposes.

ARTICLE 31: SALARY AND INSURANCE BENEFITS

- 31.01 The salary for 2010-2011 school year shall be increased by two percent (2%), the salary for the 2011-2012 school year shall be increased by one percent (1%), and the salary for the 2012-2013 school year shall be increased by one percent (1%). The following changes will be reflected on individual classification salary schedules: Step 13 shall be added to each salary schedule at ten cents (10¢) more than Step 10 to establish hourly rate for Step 13. Step 15 and all other steps stay the same except to the extent agreed to on the base salary increase is applied. The salary raise is added after the ten cents (10¢) is added at Step 13.
- 31.02 A. There shall be created the Milford Insurance Committee which will be comprised of nine (9) members: three (3) members from the Milford Education Association, three (3) members from the Milford Classified Employees Association, and three (3) members appointed by the Superintendent. The Committee shall meet with the insurance consultants engaged by the Board of Education to review all aspects of the health insurance provided or to be provided by the Board, in accordance with this Section, including but not limited to, insurance carrier, plan options, platform options and costs of premiums. The Committee shall make a recommendation to the Association and Board negotiating teams for the health insurance plan to be provided for bargaining unit members for each school year. The recommendation shall take into account current plan contents, deductible levels, co-pays, etc. The Committee shall make its recommendation not later than March 15th of each year but may make a recommendation earlier if the Committee completes its work, or believes that an earlier renewal or change would be beneficial. The recommendation shall be in writing and the Association and the Board negotiating teams shall meet to accept or reject the recommendation.
- B. Except as provided herein, for the 2010-2011 school year, the Board will agree to pay eighty-seven percent (87%) of the monthly cost of the premium for a family plan or single plan. If the monthly premium cost for the family plan or the single

plan recommended by the Committee and/or approved by the Association and Board negotiating teams for the 2010-2011 school year has increased by more than nine percent (9%), then the aforementioned percentage would be applied to the monthly premium cost up to the nine percent (9%) increase and cost in excess of the nine percent (9%) shall be split equally between the Board and the individual employee. e.g., if a family plan costs \$1,000/month and the monthly cost of the plan increases by ten percent (10%) (which equates to \$100), then the Board would pay eighty-seven percent (87%) of the sum of the original premium, eighty-seven percent (87%) of the first nine percent (9%) of the increase and one-half of the amount of the increase over nine percent (\$870 plus \$78.30 plus \$5.00).

- C. Except as provided herein, for the 2011-2012 school year, the Board will agree to pay eighty-five percent (85%) of the monthly cost of the premium for a family plan or single plan. If the monthly premium cost for the family plan or the single plan recommended by the Committee and/or approved by the Association and Board negotiating teams for the 2011-2012 school year has increased by more than ten percent (10%), then the aforementioned percentage would be applied to the monthly premium cost up to the ten percent (10%) increase and the cost in excess of the ten percent (10%) shall be split equally between the Board and the individual employee. e.g., if a family plan costs \$1,000/month, and the monthly cost of the plan increases by fifteen percent (15%) (which equates to \$150), then the Board would pay eighty-five percent (85%) of the sum of the original premium, eighty-five percent (85%) of the first ten percent (10%) of the increase and one-half of the amount of the increase over ten percent (\$850 plus \$85.00 plus \$25.00).
- D. Except as provided herein, for the 2012-2013 school year, the Board will agree to pay eighty-five percent (85%) of the monthly cost of the premium for a family plan or single plan. If the monthly premium cost for the family plan or the single plan recommended by the Committee and/or approved by the Association and Board negotiating teams for the 2012-2013 school year has increased by more than ten percent (10%), then the aforementioned percentage would be applied to the monthly premium cost up to the ten percent (10%) increase and the cost in excess of the ten percent (10%) shall be split equally between the Board and the individual employee. e.g., if a family plan costs \$1,000/month, and the monthly cost of the plan increases by fifteen percent (15%) (which equates to \$150), then the Board would pay eighty-five percent (85%) of the sum of the original premium, eighty-five percent (85%) of the first ten percent (10%) of the increase and one-half of the amount of the increase over ten percent (\$850 plus \$85.00 plus \$25.00).
- E. The Board shall pay an amount equal to one hundred percent (100%) of the premium of the plan selected if a husband and wife are both employed full time by the Board and both are eligible for health insurance and taking a family plan. The restriction of being employed full time does not apply to anyone receiving benefits under this provision as it existed prior to July 1, 2010.

- F. Beginning July 1, 2010, part time employees (defined as those who are scheduled to work less than seven (7) hours per day), working more than four (4) hours per day shall be entitled to health insurance but the premium payments to be made by the Board shall be prorated, e.g. the Board shall only pay fifty percent (50%) of its premium amount for a fifty percent (50%) employee.

For those working more than four (4) hours but less than the contractual maximum, the Board of Education will pay the percentage of insurance equal to the amount of time the part time employee is hired for (i.e. 4/7ths employee will have the Board paying sixty percent (60%) of the full time Board paid amount) and the employee will be responsible for the rest. Any employee eligible for health insurance during the 2009-2010 school year shall not be affected by this provision unless they transfer to a non-benefit eligible position.

- G. For the life of the contract, for all employees electing to participate through a single plan under the high deductible health plan, the board will contribute \$106/month into the employees health savings account. For the life of the contract for all employees electing to participate through a family plan under the high deductible health plan, the Board will contribute \$300/month into the employees health savings account. Notwithstanding the above, these contribution amounts may be reduced if a health insurance provider refuses to provide a quote to the Board of Education for a high deductible health plan due to the level of the contribution, or if the rates for the high deductible health plan could be reduced by decreasing the contribution amount.
- H. The Board will provide the current dental plan or equivalent for the life of the contract and pay ninety percent (90%) of the premium.
- I. The Board will provide for each full time employee as defined above group term life insurance in the amount of fifty thousand dollars (\$50,000.00) with the cost of said coverage being paid by the Board.
- J. The Board will provide for each employee that is contracted to work less than twenty (20) hours per week or a minimum of at least ten (10) hours or more per week group term life insurance in the amount of five thousand dollars (\$5,000.00) with the cost of said coverage being paid by the Board.
- K. For an eligible employee to start receiving the coverages set forth in this Section, the employee must first complete the necessary application forms and provide all the information required by the Board and/or the insurance company.
- L. The Board's payment of a monthly premium to the extent stated in this Section shall be for each month that said employee is under contract to the Board and is actively performing his/her duties under such contract and/or is on paid sick leave.
- M. The Board may change the insurance carrier(s) for the insurance programs described in this Article to another carrier or to a self-insured basis provided that the benefit level and coverage of any such program shall remain essentially the

same after the change in carrier as it was before the change in carrier. To the extent possible, the Board shall notify the Association of any change thirty (30) days in advance of the affected date of the change in carrier.

- N. A flexible spending account (Section 125 Plan) shall be offered to all bargaining unit members.
- O. A bargaining unit member employed by the Board on a full-time basis may annually elect to withdraw from the medical/hospitalization benefits as provided in Article 31 and shall receive a monthly rebate of three hundred dollars (\$300.00) if the employee is covered by a family plan. The rebate shall be paid monthly with the first payroll check in the school year in which the employee has "opted out." A bargaining unit member who has "opted out" shall notify the District Treasurer thirty (30) days prior to the anniversary date of hire. A bargaining unit member who has opted not to participate in the insurance program shall have the right to re-enter the program should a qualifying event as defined by the applicable insurance policy occur. Any bargaining unit member re-entering the insurance program during the year shall forfeit any rebate.

In order to be eligible the employee must have been employed with the Board as of July 1, 2006. Any employee hired after that date would become eligible for the opt-out in the school year following the year in which the employee received the health insurance, i.e., the employee must have been on the health insurance plan for one school year before they are eligible to participate in the opt-out. In addition, in order to be eligible the employee must show proof of health insurance coverage elsewhere.

If a husband and wife are both employed by the District they shall not be eligible for this insurance opt-out provision.

- P. The parties agree that any insurance plan offered in accordance with this Article shall conform to the School Employee Health Care Board's best practices for public school district health plans as more fully set forth in Ohio Administrative Code Chapter 3306-02

31.03 EXTENDED HOURS/FRINGE BENEFITS

- A. Employees who are aides and extended day workers who do not currently qualify for benefits may work additional hours beyond those for which they are contracted. The working of additional hours will allow employees to earn additional compensation and shall not be used to qualify any employee for the receipt of benefits described in Article 31 of the Contract.
- B. Additional hours of work will be determined by the building principal and/or supervisor and shall be offered to eligible employees in the building in a fair and equitable manner.

- C. Any employee within the designated classifications of this provision who already receive benefits will not be adversely affected by this provision nor will any position which currently qualifies for benefits have its hours reduced as a result of this position.
- D. Paid leave for any employee working extended hours as described in Section A will be calculated on the average number of hours actually worked by the employee in the two (2) week pay period immediately preceding the paid leave day.

31.04 EXTRA WORK IN EXTENDED DAY AND TIME OFF

- A. The parties agree that any food service worker and/or aide who agree to work hours as an extended day care provider may do so. Any additional hours outside of their assigned classification as an extended day care provider shall be for compensation only. Additional hours worked will not qualify the employee for health insurance benefits.
- B. While performing extended day work, the employee shall be compensated on the extended day salary schedule.
- C. Any extended hours worked in the extended day program shall not be assigned to any food service and/or aide in that the option of accepting the work is up to each individual within the food service and/or aide classification to accept after making application and being offered the work.
- D. Employees employed in extended day program (Extended Day Caregiver) may be permitted to take up to ten (10) days off per year without pay. Any employee desiring to take the day off must give the Director of Extended Day thirty (30) days notice in writing. No more than four (4) persons may be off at any given time.

ARTICLE 32:
PAY PERIODS

- 32.01 Each employee shall be paid in accordance with the salary schedules attached hereto.
- 32.02 Each employee shall receive his/her annual salary in twenty-four (24) equal payments to be made on or before the 15th and the last day of each month.
- 32.03 All employees shall be paid by direct deposit to a financial institution(s) of the employee's choice.

**ARTICLE 33:
STATUS WHILE ON UNPAID LEAVE**

- 33.01 An employee on unpaid leave shall continue to accrue seniority while on unpaid leave. Employees on unpaid leave shall continue to be carried on the District's group insurance plans provided the employee pays in advance monthly to the Board Treasurer the full amount of the premium due for the insurance coverage the employee wishes to maintain.
- 33.02 It is understood that the Family and Medical Leave Act is applicable to the members of the bargaining unit and may in certain circumstances require the Board to pay a portion of the employee's insurance benefits while on unpaid leave.

**ARTICLE 34:
ATTENDANCE OF CHILDREN FOR EMPLOYEES
WHO ARE NOT RESIDENTS OF THE DISTRICT**

- 34.01 Children of non-resident bargaining unit members shall be admitted to the Milford Schools provided space and program are available as determined by the Superintendent and the child has not been a discipline or attendance problem in his/her school district of residence. Children of employees who have been expelled from another public school in the state of Ohio or in another state shall not be eligible to come into the Milford Schools until their expulsion from the former school has been completed.
- 34.02 In addition, if a child has special needs which would require an expenditure of money for that child in excess of the average expenditure per child expended by the Board on a district-wide basis, the employee will be responsible for the amount spent to educate his/her child in excess of the District's average expenditure per child.
- 34.03 Applications must be filed for each child by June 1 prior to the start of the school year of desired attendance. The application shall be filed at the Superintendent's office. A response shall be received by June 30.
- 34.04 Non-resident employees whose children attend the Milford Schools as of the date of the signing of this Contract shall not be affected by the terms of this provision and shall be subject to the same provision as contained in the teachers contract.
- 34.05 Employees hired for the 2006-2007 school year and beyond or who begin work after July 1, 2006 will not be permitted to use this provision of the Contract. The Board agrees to grandfather employees hired prior to July 1, 2006 and their children.

**ARTICLE 35:
LUNCH BREAKS**

35.01 Any employee who is regularly scheduled to work five (5) or more consecutive hours per day shall be entitled to one-half (1/2) hour release time without pay for a meal at a time to be determined by his/her supervisor.

35.02 FOOD SERVICE MEALS

Food service workers shall receive a free "Type A" lunch, excluding a la carte items, each day as served in their assigned cafeteria.

**ARTICLE 36:
EMPLOYEE DEDUCTIONS**

36.01 Upon written request submitted to the Board Treasurer by the end of the third day of school of the regular school year, the Board Treasurer shall make optional payroll deductions for the following:

- A. United Appeal.
- B. Valley Council Credit Union or a substitute for it as designated by the Association.
- C. Employer health insurance plans.
- D. Up to three (3) cancer insurance carriers for the bargaining unit as a whole.
- E. Up to twenty (20) annuity companies, including 403B companies that offer mutual funds, for the bargaining unit as a whole.
- F. One (1) disability insurance carrier for the bargaining unit as a whole.
- G. One (1) life insurance company for the bargaining unit as a whole.
- H. Union dues.

36.02 Persons who do not submit a written request as provided herein will automatically have the same optional deductions from their pay as they received during the preceding year.

**ARTICLE 37:
EMPLOYEE UNIFORMS**

- 37.01 In lieu of providing the uniform allowance, the Board will provide five (5) pants and shirts per year at Board expense to employees working in maintenance, custodial, mechanic, and food service driver positions.
- 37.02 Uniforms for mechanics and maintenance employees shall be laundered weekly by the supplier.

**ARTICLE 38:
GENERAL PROVISIONS**

- 38.01 Should any article or section of this agreement be determined to be invalid and/or in violation of any law by a properly constituted governmental agency or court, then only such section and/or article that has been so deemed invalid and/or in violation shall be construed invalid and the remainder of this agreement shall continue in full force and effect.
- 38.02 The Association and the Board acknowledge that during the negotiations which preceded this agreement each had the unlimited opportunity to make demands or proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the agreements arrived at by the Association and the Board after the exercise of such opportunity are all set forth in this agreement. All other areas or matters are not part of this agreement. Therefore, unless a written provision of this agreement specifically requires otherwise, the Association and the Board each unqualifiedly waives the right and each agrees that the other shall not be obligated during the time period covered by this agreement to negotiate with the other with respect to any subject or matter raised in said negotiations but not covered in this agreement or with respect to any subject or matter referred to or covered in this agreement, or with respect to any subject or matter not raised in said negotiations, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time of the negotiations and/or the date this agreement was executed.
- 38.03 This agreement is the entire agreement between the Association and the Board. It may be modified or amended during its term only as the result of a mutually voluntary action by each of the parties which has been reduced to writing and signed by both the Association and the Board.
- 38.04 Notwithstanding 38.02 of this provision, if a state or federal law is enacted which directly affects a condition of employment of members of the bargaining unit, at the request of either party, negotiations shall begin on that issue.

**ARTICLE 39:
DURATION**

This Contract shall become effective July 1, 2010 and expire on June 30, 2013.

This Contract is executed by the duly authorized representatives of the Milford Classified Employees Association/OEA/NEA and the Milford Exempted Village School District Board of Education on the 17 day of June, 2010.

MILFORD CLASSIFIED EMPLOYEES
ASSOCIATION/OEA/NEA

By Paul L. Willis
President

By June Carlisle
Treasurer

MILFORD EXEMPTED VILLAGE SCHOOL
DISTRICT BOARD OF EDUCATION

By Gregory A. Quinn
President

By Randy L. Seymour
Treasurer

EXHIBIT "A"

[§3319.08.01] §3319.081 CONTRACTS FOR NONTEACHING EMPLOYEES

Except as otherwise provided in division (G) of this section, in all school districts wherein the provisions of chapter 124. of the Revised Code do not apply, the following employment contract system shall control for employees whose contracts of employment are not otherwise provided by law:

(A) Newly hired regular nonteaching school employees, including regular hourly rate and per diem employees, shall enter into written contracts for their employment which shall be for a period of not more than one year. If such employees are rehired, their subsequent contract shall be for a period of two years.

(B) After the termination of the two year contract provided in division (A) of this section, if the contract of a nonteaching employee is renewed, the employee shall be continued in employment, and the salary provided in the contract may be increased but not reduced unless such reduction is a part of a uniform plan affecting the nonteaching employees of the entire district.

(C) The contracts as provided for in this section may be terminated by a majority vote of the board of education. Such contracts may be terminated only for violation of written rules and regulations as set forth by the board of education or for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, or any other acts of misfeasance, malfeasance, or nonfeasance. In addition to the right of the board of education to terminate the contract of an employee, the board may suspend an employee for a definite period of time or demote the employee for the reasons set forth in this division. The action of the board of education terminating the contract of an employee or suspending or demoting him shall be served upon the employee by certified mail. Within ten days following the receipt of such notice by the employee, the employee may file an appeal, in writing with the court of common pleas of the county in which such school board is situated. After hearing the appeal the common pleas court may affirm, disaffirm, or modify the action of the school board.

(D) All employees who have been employed by a school district where the provisions of Chapter 124. of the Revised Code do not apply, for a period of at least three years on November

24, 1967, shall hold continuing contracts of employment pursuant to this section.

(E) Any nonteaching school employee may terminate his contract of employment thirty days subsequent to the filing of a written notice of such termination with the treasurer of the board.

(F) A person hired exclusively for the purpose of replacing a nonteaching school employee while such employee is on leave of absence granted under section 3319.13 of the Revised Code is not a regular nonteaching school employee under this section.

(G) All nonteaching employees employed pursuant to this section and Chapter 124. of the Revised Code shall be paid for all time lost when the schools in which they are employed are closed owing to an epidemic or other public calamity. Nothing in this division shall be construed as requiring payment in excess of an employee's regular wage rate or salary for any time worked while the school in which he is employed is officially closed for the reasons set forth in this division.

HISTORY: 126 v 162 (eff 9-1-55); 132 v II 116 (eff 11-24-67); 133 v II 1 (Eff 3-18-69); 134 v S 70 (Eff 3-7-72); 134 v S 252 (Eff 7-12-72); 137 v II 1 (Eff 8-26-77); 138 v II 44. Eff 1-16-80.

EXHIBIT "B"

[§3319.08.3] §3319.083 NOTICE OF CONTRACT TERMINATION

In all school districts wherein the provisions of Chapter 124. of the Revised Code do not apply, each board of education shall cause notice to be given of its intention not to re-employ said non-teaching employee, at the expiration of his contract. If such notice is not given the non-teaching school employee on or before the first day of June, said employee shall be deemed re-employed.

EXHIBIT "C"

MILFORD EXEMPTED VILLAGE SCHOOL DISTRICT

BUILDING SECRETARY MORE THAN 20 HOURS PER WEEK

Includes secretaries assigned to building and food service

EXPERIENCE	2010-2011 HOURLY RATE	2011-2012 HOURLY RATE	2012-2013 HOURLY RATE
0	14.87	15.02	15.17
1	15.35	15.50	15.66
2	15.79	15.95	16.11
3	16.20	16.36	16.52
4	16.68	16.85	17.02
5	17.09	17.26	17.43
6	17.51	17.69	17.87
7	17.92	18.10	18.28
8	18.34	18.52	18.71
10 in Milford Schools	18.50	18.69	18.88
13 in Milford Schools	18.60	18.79	18.98
15 in Milford Schools	18.70	18.89	19.08
20 in Milford Schools	18.88	19.07	19.26
25 in Milford Schools	19.15	19.34	19.53

MILFORD EXEMPTED VILLAGE SCHOOL DISTRICT

BUILDING SECRETARY LESS THAN 20 HOURS PER WEEK

Includes secretaries assigned to building and food service

EXPERIENCE	2010-2011 HOURLY RATE	2011-2012 HOURLY RATE	2012-2013 HOURLY RATE
0	14.00	14.14	14.28
1	14.48	14.62	14.77
2	14.92	15.07	15.22
3	15.40	15.55	15.71
4	15.83	15.99	16.15
5	16.27	16.43	16.59
6	16.69	16.86	17.03
7	17.09	17.26	17.43
8	17.51	17.69	17.87
10 in Milford Schools	17.67	17.85	18.03
13 in Milford Schools	17.77	17.95	18.13
15 in Milford Schools	17.88	18.06	18.24
20 in Milford Schools	18.08	18.26	18.44
25 in Milford Schools	18.31	18.49	18.67

MILFORD EXEMPTED VILLAGE SCHOOL DISTRICT

COURIER

EXPERIENCE	2010-2011 HOURLY RATE	2011-2012 HOURLY RATE	2012-2013 HOURLY RATE
0	14.09	14.23	14.37
1	14.40	14.54	14.69
2	14.66	14.81	14.96
3	14.90	15.05	15.20
4	15.17	15.32	15.47
5	15.42	15.57	15.73
6	15.64	15.80	15.96
7	15.92	16.08	16.24
8	16.17	16.33	16.49
10 in Milford Schools	16.34	16.50	16.67
13 in Milford Schools	16.44	16.60	16.77
15 in Milford Schools	16.53	16.70	16.87
20 in Milford Schools	16.73	16.90	17.07
25 in Milford Schools	16.99	17.16	17.33

MILFORD EXEMPTED VILLAGE SCHOOL DISTRICT

CUSTODIAN

EXPERIENCE	2010-2011 HOURLY RATE	2011-2012 HOURLY RATE	2012-2013 HOURLY RATE
0	14.62	14.77	14.92
1	14.83	14.98	15.13
2	15.00	15.15	15.30
3	15.21	15.36	15.51
4	15.42	15.57	15.73
5	15.63	15.79	15.95
6	15.87	16.03	16.19
7	16.08	16.24	16.40
8	16.31	16.47	16.63
10 in Milford Schools	16.48	16.64	16.81
13 in Milford Schools	16.58	16.74	16.91
15 in Milford Schools	16.66	16.83	17.00
20 in Milford Schools	16.87	17.04	17.21
25 in Milford Schools	17.12	17.29	17.46

Annual Head Custodian Responsibility Pay (four equal instalments):

Directs 1-4 Employees	1,000.00
Directs 5-9 Employees	3,000.00
Directs 10+ Employees	7,000.00

Tuesday through Saturday shifts \$.25 per hour additional

MILFORD EXEMPTED VILLAGE SCHOOL DISTRICT

EXTENDED DAY CAREGIVER

EXPERIENCE	2010-2011 HOURLY RATE	2011-2012 HOURLY RATE	2012-2013 HOURLY RATE
0	14.24	14.38	14.52
1	14.60	14.75	14.90
2	14.95	15.10	15.25
3	15.29	15.44	15.59
4	15.64	15.80	15.96
5	16.01	16.17	16.33
6	16.34	16.50	16.67
7	16.70	16.87	17.04
8	17.03	17.20	17.37
10 in Milford Schools	17.20	17.37	17.54
13 in Milford Schools	17.30	17.47	17.64
15 in Milford Schools	17.38	17.55	17.73
20 in Milford Schools	17.61	17.79	17.97
25 in Milford Schools	17.84	18.02	18.20

MILFORD EXEMPTED VILLAGE SCHOOL DISTRICT

EXTENDED DAY ASSISTANT CAREGIVER

<i>EXPERIENCE</i>	<i>2010-2011 HOURLY RATE</i>	<i>2011-2012 HOURLY RATE</i>	<i>2012-2013 HOURLY RATE</i>
0	12.51	12.64	12.77
1	12.85	12.98	13.11
2	13.19	13.32	13.45
3	13.54	13.68	13.82
4	13.91	14.05	14.19
5	14.25	14.39	14.53
6	14.62	14.77	14.92
7	14.96	15.11	15.26
8	15.31	15.46	15.61
10 in Milford Schools	15.47	15.62	15.78
13 in Milford Schools	15.57	15.72	15.88
15 in Milford Schools	15.67	15.83	15.99
20 in Milford Schools	15.87	16.03	16.19
25 in Milford Schools	16.12	16.28	16.44

Additional Responsibility Hourly Stipends:

Caregiver/Contact 1.25
 Caregiver/Contact/Clerical Aide 1.10
 Lead Primetime Caregiver 1.00

MILFORD EXEMPTED VILLAGE SCHOOL DISTRICT

EXTENDED DAY COORDINATOR

EXPERIENCE	2010-2011 HOURLY RATE	2011-2012 HOURLY RATE	2012-2013 HOURLY RATE
0	17.02	17.19	17.36
1	17.41	17.58	17.76
2	17.76	17.94	18.12
3	18.09	18.27	18.45
4	18.44	18.62	18.81
5	18.80	18.99	19.18
6	19.15	19.34	19.53
7	19.52	19.72	19.92
8	19.84	20.04	20.24
10 in Milford Schools	19.99	20.19	20.39
13 in Milford Schools	20.09	20.29	20.49
15 in Milford Schools	20.20	20.40	20.60
20 in Milford Schools	20.41	20.61	20.82
25 in Milford Schools	20.64	20.85	21.06

MILFORD EXEMPTED VILLAGE SCHOOL DISTRICT

FOOD SERVICE CENTRAL KITCHEN MANAGER

EXPERIENCE	2010-2011 HOURLY RATE	2011-2012 HOURLY RATE	2012-2013 HOURLY RATE
0	16.49	16.65	16.82
1	16.81	16.98	17.15
2	17.21	17.38	17.55
3	17.52	17.70	17.88
4	17.91	18.09	18.27
5	18.25	18.43	18.61
6	18.53	18.72	18.91
7	18.87	19.06	19.25
8	19.16	19.35	19.54
10 in Milford Schools	19.32	19.51	19.71
13 in Milford Schools	19.42	19.61	19.81
15 in Milford Schools	19.52	19.72	19.92
20 in Milford Schools	19.72	19.92	20.12
25 in Milford Schools	19.96	20.16	20.36

MILFORD EXEMPTED VILLAGE SCHOOL DISTRICT

FOOD SERVICE WORKER

EXPERIENCE	2010-2011 HOURLY RATE	2011-2012 HOURLY RATE	2012-2013 HOURLY RATE
0	12.65	12.78	12.91
1	12.95	13.08	13.21
2	13.18	13.31	13.44
3	13.46	13.59	13.73
4	13.73	13.87	14.01
5	14.00	14.14	14.28
6	14.36	14.50	14.65
7	14.62	14.77	14.92
8	14.87	15.02	15.17
10 in Milford Schools	15.01	15.16	15.31
13 in Milford Schools	15.11	15.26	15.41
15 in Milford Schools	15.21	15.36	15.51
20 in Milford Schools	15.42	15.57	15.73
25 in Milford Schools	15.66	15.82	15.98

Annual Responsibility Hourly Stipends:

Elementary Manager	2.00
Junior High Manager	2.50
Secondary Manager	2.50
Assistant Secondary	1.40
Central Prep Cook	0.90
Chef	1.25

MILFORD EXEMPTED VILLAGE SCHOOL DISTRICT

HEALTH AIDE

<i>EXPERIENCE</i>	<i>2010-2011 HOURLY RATE AIDE</i>	<i>2010-2011 HOURLY RATE LPN</i>	<i>2010-2011 HOURLY RATE RN</i>
0	13.89	15.42	16.95
1	14.24	15.77	17.30
2	14.69	16.22	17.75
3	15.13	16.66	18.19
4	15.52	17.05	18.58
5	15.94	17.47	19.00
6	16.35	17.88	19.41
7	16.77	18.30	19.83
8	17.22	18.75	20.28
10 in Milford Schools	17.38	18.91	20.44
13 in Milford Schools	17.48	19.01	20.54
15 in Milford Schools	17.56	19.09	20.62
20 in Milford Schools	17.79	19.32	20.85
25 in Milford Schools	18.02	19.55	21.08

MILFORD EXEMPTED VILLAGE SCHOOL DISTRICT

HEALTH AIDE

<i>EXPERIENCE</i>	<i>2011-2012 HOURLY RATE AIDE</i>	<i>2011-2012 HOURLY RATE LPN</i>	<i>2011-2012 HOURLY RATE RN</i>
0	14.03	15.57	17.12
1	14.38	15.93	17.47
2	14.84	16.38	17.93
3	15.28	16.83	18.37
4	15.68	17.22	18.77
5	16.10	17.64	19.19
6	16.51	18.06	19.60
7	16.94	18.48	20.03
8	17.39	18.94	20.48
10 in Milford Schools	17.55	19.10	20.64
13 in Milford Schools	17.65	19.20	20.74
15 in Milford Schools	17.74	19.28	20.83
20 in Milford Schools	17.97	19.51	21.06
25 in Milford Schools	18.20	19.75	21.29

MILFORD EXEMPTED VILLAGE SCHOOL DISTRICT

HEALTH AIDE

<i>EXPERIENCE</i>	<i>2012-2013 HOURLY RATE AIDE</i>	<i>2012-2013 HOURLY RATE LPN</i>	<i>2012-2013 HOURLY RATE RN</i>
0	14.17	15.73	17.29
1	14.52	16.09	17.64
2	14.99	16.54	18.11
3	15.43	17.00	18.55
4	15.84	17.39	18.96
5	16.26	17.82	19.38
6	16.68	18.24	19.80
7	17.11	18.66	20.23
8	17.56	19.13	20.68
10 in Milford Schools	17.73	19.29	20.85
13 in Milford Schools	17.83	19.39	20.95
15 in Milford Schools	17.92	19.47	21.04
20 in Milford Schools	18.15	19.71	21.27
25 in Milford Schools	18.38	19.95	21.50

MILFORD EXEMPTED VILLAGE SCHOOL DISTRICT

HEALTH CARE SPECIALIST

<i>EXPERIENCE</i>	<i>2010-2011 HOURLY RATE</i>	<i>2011-2012 HOURLY RATE</i>	<i>2012-2013 HOURLY RATE</i>
0	18.95	18.95	18.95
1	19.77	19.77	19.77
2	20.48	20.48	20.48
3	21.20	21.20	21.20
4	21.92	21.92	21.92
5	22.63	22.63	22.63
6	23.38	23.38	23.38
7	24.12	24.12	24.12
8	24.85	24.85	24.85
10 in Milford Schools	25.01	25.01	25.01
13 in Milford Schools	25.11	25.11	25.11
15 in Milford Schools	25.17	25.17	25.17
20 in Milford Schools	25.39	25.39	25.39
25 in Milford Schools	25.61	25.61	25.61

MILFORD EXEMPTED VILLAGE SCHOOL DISTRICT

MAINTENANCE A

<i>EXPERIENCE</i>	<i>2010-2011 HOURLY RATE</i>	<i>2011-2012 HOURLY RATE</i>	<i>2012-2013 HOURLY RATE</i>
0	18.17	18.35	18.53
1	18.56	18.75	18.94
2	18.96	19.15	19.34
3	19.35	19.54	19.74
4	19.78	19.98	20.18
5	20.25	20.45	20.65
6	20.66	20.87	21.08
7	21.02	21.23	21.44
8	21.45	21.66	21.88
10 in Milford Schools	21.62	21.84	22.06
13 in Milford Schools	21.72	21.94	22.16
15 in Milford Schools	21.80	22.02	22.24
20 in Milford Schools	22.03	22.25	22.47
25 in Milford Schools	22.27	22.49	22.71

MILFORD EXEMPTED VILLAGE SCHOOL DISTRICT

MAINTENANCE B

<i>EXPERIENCE</i>	<i>2010-2011 HOURLY RATE</i>	<i>2011-2012 HOURLY RATE</i>	<i>2012-2013 HOURLY RATE</i>
0	17.19	17.36	17.53
1	17.65	17.83	18.01
2	18.08	18.26	18.44
3	18.49	18.67	18.86
4	18.89	19.08	19.27
5	19.31	19.50	19.70
6	19.73	19.93	20.13
7	20.16	20.36	20.56
8	20.55	20.76	20.97
10 in Milford Schools	20.74	20.95	21.16
13 in Milford Schools	20.84	21.05	21.26
15 in Milford Schools	20.91	21.12	21.33
20 in Milford Schools	21.13	21.34	21.55
25 in Milford Schools	21.37	21.58	21.80

Tuesday through Saturday shifts
 Annual Tool Allowance

\$.25 per hour additional
 \$500

MILFORD EXEMPTED VILLAGE SCHOOL DISTRICT

MAINTENANCE HVAC TECHNICIAN

EXPERIENCE	2010-2011 HOURLY RATE	2011-2012 HOURLY RATE	2012-2013 HOURLY RATE
0	21.46	21.67	21.89
1	21.84	22.06	22.28
2	22.28	22.50	22.73
3	22.59	22.82	23.05
4	23.12	23.35	23.58
5	23.52	23.76	24.00
6	23.94	24.18	24.42
7	24.39	24.63	24.88
8	24.75	25.00	25.25
10 in Milford Schools	24.92	25.17	25.42
13 in Milford Schools	25.02	25.27	25.52
15 in Milford Schools	25.11	25.36	25.61
20 in Milford Schools	25.32	25.57	25.83
25 in Milford Schools	25.55	25.81	26.07

Tool Allowance
 Tuesday through Saturday shifts

\$500
 \$.25 per hour additional

MILFORD EXEMPTED VILLAGE SCHOOL DISTRICT

MEDIA AIDE

EXPERIENCE	2010-2011 HOURLY RATE	2011-2012 HOURLY RATE	2012-2013 HOURLY RATE
0	15.01	15.16	15.31
1	15.36	15.51	15.67
2	15.81	15.97	16.13
3	16.25	16.41	16.57
4	16.65	16.82	16.99
5	17.06	17.23	17.40
6	17.47	17.64	17.82
7	17.89	18.07	18.25
8	18.34	18.52	18.71
10 in Milford Schools	18.50	18.69	18.88
13 in Milford Schools	18.60	18.79	18.98
15 in Milford Schools	18.69	18.88	19.07
20 in Milford Schools	18.91	19.10	19.29
25 in Milford Schools	19.15	19.34	19.53

MILFORD EXEMPTED VILLAGE SCHOOL DISTRICT

TEACHER AIDE

EXPERIENCE	2010-2011 HOURLY RATE	2011-2012 HOURLY RATE	2012-2013 HOURLY RATE
0	13.89	14.03	14.17
1	14.24	14.38	14.52
2	14.69	14.84	14.99
3	15.13	15.28	15.43
4	15.52	15.68	15.84
5	15.94	16.10	16.26
6	16.35	16.51	16.68
7	16.77	16.94	17.11
8	17.22	17.39	17.56
10 in Milford Schools	17.38	17.55	17.73
13 in Milford Schools	17.48	17.65	17.83
15 in Milford Schools	17.56	17.74	17.92
20 in Milford Schools	17.79	17.97	18.15
25 in Milford Schools	18.02	18.20	18.38

MILFORD EXEMPTED VILLAGE SCHOOL DISTRICT

TECHNOLOGY TECHNICIAN

EXPERIENCE	2010-2011 HOURLY RATE	2011-2012 HOURLY RATE	2012-2013 HOURLY RATE
0	18.17	18.35	18.53
1	18.56	18.75	18.94
2	18.96	19.15	19.34
3	19.35	19.54	19.74
4	19.78	19.98	20.18
5	20.25	20.45	20.65
6	20.66	20.87	21.08
7	21.02	21.23	21.44
8	21.45	21.66	21.88
10 in Milford Schools	21.62	21.84	22.06
13 in Milford Schools	21.72	21.94	22.16
15 in Milford Schools	21.80	22.02	22.24
20 in Milford Schools	22.03	22.25	22.47
25 in Milford Schools	22.27	22.49	22.71

EXHIBIT "D"

FORM A

MILFORD EXEMPTED VILLAGE SCHOOLS
MILFORD CLASSIFIED EMPLOYEES ASSOCIATION

FORMAL GRIEVANCE PRESENTATION
(To be completed by aggrieved person within 15 days
of complained occurrence)

AGGRIEVED PERSON:

DATE OF FORMAL PRESENTATION:

HOME ADDRESS OF AGGRIEVED PERSON: _____

SCHOOL: _____

IMMEDIATE SUPERVISOR: _____

YEARS IN SCHOOL SYSTEM: _____ CLASSIFICATION: _____

NAME OF MCEA REPRESENTATIVE: _____

STATEMENT OF GRIEVANCE:

ACTION REQUESTED:

(Signature of Aggrieved)

FORM 3

DECISION OF SUPERVISOR

(To be completed by immediate supervisor, within five (5) days of
said supervisor's receipt of such written grievance)

AGGRIEVED PERSON: _____

DATE OF FORMAL GRIEVANCE PRESENTATION: _____

SCHOOL: _____

IMMEDIATE SUPERVISOR: _____

DECISION OF IMMEDIATE SUPERVISOR AND REASONS THEREFOR:

DATE OF DECISION: _____
(Signature of Immediate Supervisor)

AGGRIEVED PERSON'S RESPONSE:

To be completed by aggrieved within five (5) days of decision.

_____ I accept the above decision of the immediate supervisor.

_____ I hereby refer the above decision for appeal to the superintendent of schools.

DATE OF RESPONSE: _____
(Signature of Aggrieved)

FORM C

APPEAL BY AGGRIEVED EMPLOYEE TO THE SUPERINTENDENT

(To be completed by aggrieved person within
five (5) days of receipt of
immediate supervisor's response)

AGGRIEVED PERSON: _____

DATE OF FORMAL GRIEVANCE PRESENTATION: _____

DATE APPEAL RECEIVED BY SUPERINTENDENT: _____

STATE BASIS FOR APPEAL REQUEST:

_____ The attached grievance is hereby referred to the Superintendent of schools
for a hearing.

DATE OF APPEAL: _____

(Signature of Aggrieved Person)

FORM D

DECISION BY SUPERINTENDENT

(To be completed by superintendent of schools within ten (10) days after hearing with aggrieved and grievance representative; hearing to be held within ten (10) days after receipt of appeal)

AGGRIEVED PERSON: _____

DATE OF FORMAL GRIEVANCE PRESENTATION: _____

DATE APPEAL RECEIVED BY SUPERINTENDENT: _____

DATE HEARING HELD BY SUPERINTENDENT: _____

DECISION OF SUPERINTENDENT AND REASONS THEREFOR:

DATE OF DECISION: _____
(Signature of Superintendent)

AGGRIEVED PERSON'S RESPONSE: To be completed by aggrieved within ten (10) days of decision.

_____ I accept the above decision of the Superintendent of schools.

_____ I hereby appeal, through the Association, for a review of this grievance to arbitration.

DATE OF RESPONSE: _____
(Signature of Aggrieved)

EXHIBIT "E"

MILFORD EXEMPTED VILLAGE SCHOOLS
MILFORD CLASSIFIED EMPLOYEES ASSOCIATION

DOCUMENTATION OF COMP TIME

Date Employee Name (Print) Building

Number of hours/minutes actually worked over regular assigned time:

Hours Minutes

Number of hours/minutes comp time earned on this date:

Hours Minutes

Date earned comp time will be taken:

Hours Minutes

(Any hours actually worked over 40 hours earns 1½ hours per hour.)

Administration Employee

Payroll

EXHIBIT F

GUIDELINES FOR COMP TIME

Occasions may arise when a building administrator determines that they need someone to work additional hours. You can offer comp time to secretaries, aides, routers, technology technicians and Martha Ross (Extended Day Clerical Aide) if you desire them to work additional hours due to a compelling circumstance.

1. Ask the employee if they can stay later.
2. Ask the employee if they will agree to comp time for the extra time they actually plan to work.
3. If you have an agreement with the employee begin the required documentation on the form "Documentation of Comp Time" (see attached form).
4. Determine the number of hours the person actually plans to work.
5. After the employee has completed the additional work, they fill out the form. Both the administrator and the employee sign the form.
6. Determine the day they will actually use the comp time. It may be determined they can take the following Tuesday. It may be determined they can take off the time the Tuesday prior to Thanksgiving. Regardless of the time determined, you both must agree and you must document on the form.
7. All comp time must be used by the end of the employee's work year.
8. The amount of time they will be given off in comp time will be determined by the number of straight time hours or overtime hours they worked in the week they actually worked the "comp" time. The work week is Sunday-Saturday. If an employee works over 40 hours in a work week they will be given 1 ½ hours comp time for every hour over 40 hours. If they work under 40 hours in a work week they will be given 1 hour of comp time for every straight time hour they work under 40 hours.
9. The "Documentation of Comp Time" form must be signed by both parties and a copy placed with the time card and sent to the Treasurer's Department Payroll Specialist.
10. The employee will be paid for their regular time the day they worked the extra hours.
11. On the day they use the earned comp time the employee will sign the exception book indicating comp time is being used on the day they are absent from work and actually using the comp time in accordance with the agreement.
12. They will not indicate they worked additional time on the day they agreed to work additional hours.
13. The administrator responsible for the employee is also responsible for keeping a record of comp time worked and comp time used.



OHIO EDUCATION ASSOCIATION

Patricia Frost-Brooks, President
William Leibensperger, Vice President
Jim Timlin, Secretary-Treasurer
Larry E. Wicks, Executive Director

The OEA will lead the way for continuous improvement of public education while advocating for members and the learners they serve.

September 27, 2010

Mary Laurent, Administrative Assistant
Bureau of Mediation
State Employment Relations Board
65 E. State St., Suite 1200
Columbus, OH 43215-4213

STATE EMPLOYMENT
RELATIONS BOARD
2010 SEP 29 PM 2:27

Re: **Case No. 10-MED-05-0720**
Milford Classified Employees Association and
Milford Exempted Village School District Board of Education

Dear Ms. Laurent:

Enclosed is the ratified and signed successor agreement between the Milford Employees Association and the Milford Exempted Village School District Board of Education. This filing completes the negotiations process.

Sincerely,

Robin L. Busby
Labor Relations Consultant

RLB /de

Enclosure: *CBA effective 07/01/10-06/30/13*

c: Tim Ackermann, Director of Human Resources – Milford Exempted Village School District (w/enclosure)
Dan Wills, MCEA President (w/enclosure)

