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AGREEMENT

between the

MIDDLETOWN CITY SCHOOL DISTRICT

and

MIDDLETOWN CLASSIFIED EMPLOYEES

ASSOCIATION/OEA/NEA

(July 1, 2014 through June 30, 2017)

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ARTICLE 1.
PURPOSE

- 1.1 This AGREEMENT is made between the Board of Education of the Middletown City School District of Middletown, Ohio, hereinafter referred to as the "BOARD" or "EMPLOYER", and the Middletown Classified Employees Association/OEA/NEA, hereinafter referred to as the "ASSOCIATION" and jointly referred to hereinafter as the "PARTIES HERETO".
- 1.2 The parties hereto believe that the welfare of the children of the Middletown City School District is paramount in the operations of the schools of the district and both parties will endeavor to promote this goal.
- 1.3 The parties hereto believe that the interest of the education system is best served when mutual understanding, cooperation and communication exist among the Board, the Administration and the Association.

ARTICLE 2.
RECOGNITION

- 2.1 The Board recognizes the Association as the sole and exclusive collective bargaining representative for all full time and regular short hour non-certificated classified personnel including but not limited to secretarial and clerical employees, material resource clerk, library aides, monitors, and para professionals who have no administrative or supervisory duties that involve hiring, transferring, suspension, lay-off, recall, promotion, discharge, assignment, reward or discipline of other Employees or responsibility to direct them. Employees not covered under this contract include all administrative employees, the EMIS Coordinator, all Central Office staff, including but not limited to, Secretaries to the Director of Student Services, Director of Instruction, Superintendent and the District Athletic Director, three secretaries and/or clerical employees in the office of the Treasurer, and three secretaries and/or clerical employees in the office of the Director of Human Resources, the Central Office clerical employees, custodian and all substitutes, all unclassified Employees (except teacher aides) and all other Employees.
- 2.2 The Association recognizes that the Board, as the elected representatives of the electorate, has the final responsibility for establishing policies for the school district.
- 2.3 The Board recognizes that the Employees have the right to join, or not to join any organization for their professional or economic improvement, and membership in any organization shall not be required as a condition of employment.
- 2.4 It is agreed that any revision of this Agreement shall be in accordance with the negotiation procedures as provided in this Agreement which shall be the base from which future negotiations shall proceed.

- 2.5 In the event a disagreement is encountered in the implementation or the interpretation of this Agreement, resolution shall be reached through the procedures outlined in the negotiated grievance procedure.
- 2.6 Should any provision of this understanding or any application thereof, become unlawful by virtue of Federal or State law, the provision or application of a provision of this understanding shall be modified by the parties to comply with the law, but in all other respects, the provisions and the application of provisions of this understanding shall continue in full force and effect for the life thereof with no changes other than provided therein or through applicable legislation.
- 2.7 The parties hereto declare that there shall be no unlawful discrimination against any Employee because of age, race, color, creed, national origin, sex, political affiliation or membership in any lawful employee organization. No Employee shall be pressured, coerced or required to join or refrain from joining the Association.
- 2.8 The parties agree that this Agreement will be the sole and exclusive recourse available to Employees and the parties hereto, and where provisions of this Agreement conflict with otherwise applicable provisions of Ohio law, this Agreement shall prevail pursuant to Ohio Revised Code Section 4117.10(A). Unless otherwise specifically provided, this contract is intended to supersede all provision of the Ohio Revised Code and the Rules of the Middletown Civil Service Commission regarding any and all matters covered by this Agreement which are subject to the Grievance Procedure.

2.9 DEFINITIONS

- A. For purposes of this contract, unless otherwise stated, days shall mean Monday through Friday, excluding holidays.
- B. Seniority – To the extent provided by this Agreement, the principle of seniority shall prevail. Unless otherwise provided herein, seniority shall be defined as the length of employment with the Employer computed from the Employee's most recent date of hire.
1. When two (2) or more employees have equal overall district seniority, the tie will be broken by the employees' seniority in the classification affected. If a tie still remains, then the tie will be broken by lot.
 2. Continuous employment as referenced to above shall include all time on board approved leaves of absence and all time that an employee's contract has been suspended, provided there is no break in employment, provided further that a member shall not accrue seniority while on an unpaid leave of absence.
 3. The employer shall prepare, maintain and post a seniority list. The initial seniority list shall be prepared and posted on the district's website within thirty (30) workdays after the effective date of this contract. Revisions and

updates shall be prepared and posted in January of each year thereafter. A copy of the seniority lists and updates shall be given to the Association President.

4. Seniority shall be lost by an employee upon termination, resignation or retirement.

5. In the case of layoffs, there shall also be a consideration of classification seniority, which shall be defined as the number of years in the present classification.

C. Full Time Employee – One who works at least thirty two and one half (32.5) hours per week.

2.10 The Association will join with and support any representation petition to the State Employment Relations Board certifying the Unit described in paragraph 2.1, above.

ARTICLE 3. MANAGEMENT RIGHTS

3.1 Except as otherwise specifically provided in this Agreement, the Board hereby retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in the Board or its Superintendent by the laws and the Constitution of the State of Ohio including, but not limited to, their exclusive right and responsibility:

A. To determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Employer, standards of services, its overall budget, utilization of technology, and organizational structure;

B. To direct, supervise, assign, reassign, schedule, evaluate, hire, discipline, suspend, demote, discharge, reprimand, layoff, transfer, promote, or retain employees;

C. To maintain and improve the efficiency and effectiveness of the Employer's operations;

D. To determine the overall methods, process, means, or personnel, internal and external, by which the Employer's operations are to be conducted, the location, type, and number of physical facilities, equipment, programs, and the work to be performed;

E. To determine the size, composition, and adequacy of the work force, as well as to make, amend, and enforce work rules, regulations, standard operating policies, and procedures;

F. To determine the overall mission of the Employer as a unit of government;

G. To effectively manage the work force;

- H. To determine the hours of work and work schedules;
 - I. To determine the duties to be included in all job classifications;
 - J. To take actions to carry out the mission of the Employer as a governmental unit.
- 3.2 It is agreed that the above listing of management rights shall not be deemed to exclude other proper functions not specifically listed herein or traditionally exercised by the Employer.
- 3.3 The management rights set forth above shall not be subject to arbitration or impairment by an arbitration award or otherwise except to the extent that such rights are specifically limited by an express provision of this Agreement. Failure to exercise a right or exercising it in a particular manner shall not be deemed a waiver of any management right or prerogative.
- 3.4 The District agrees that conditions of employment relating to wages, hours of work and other significant and material terms and conditions of employment not expressly covered by this Agreement which are mandatory subject of bargaining as defined by law may not be changed by the District unless the Association is first given notice of the proposed change and an opportunity to bargain regarding the proposed decision and/or the effects of such a decision on bargaining unit employees as that bargaining obligation is defined by law.

ARTICLE 4.
DUES DEDUCTION, FAIR SHARE FEE AND UNION RIGHTS

- 4.1 The Board agrees to deduct from the pay of Association members dues for the Ohio Association when so authorized in writing by the Employee, without cost to the Employer.
- 4.2 Payroll deduction shall be continuous and remain in effect until revoked in writing by the Employee, between 120 to 90 days prior to the expiration of this Agreement or upon the expiration of this Agreement.
- 4.3 Upon any withdrawal from these procedures, the payroll office shall notify the Treasurer of the Association in writing.
- 4.4 Dues shall be collected in equal deductions from paychecks for twenty (20) pay periods and shall be submitted to the State Treasurer monthly with a list of those Employees for whom payment is made, amount deducted, and a copy of the list shall be submitted to the local chapter treasurer.
- 4.5 The Association agrees to indemnify and save the Board harmless against any and all claims that may arise out of or by any reason of action taken by the Board in reliance upon any authorization submitted by the Association to the Board.

4.6 FAIR SHARE FEE

- A. Payroll Deduction of Fair Share Fee - The Board shall deduct from the pay of all full-time or part-time employees in the bargaining unit who elect not to become or to remain members of the MCEA, a fair share fee for the Association's representation of such non-members during the term of this Contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.
- B. Notification of the Amount of Fair Share Fee - Notice of the amount of the annual fair share fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association for full-time employees and one-half (1/2) dues for part-time employees except casual, daily rate substitutes, shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this Contract for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.
- C. Schedule of Fair Share Fee Deductions
1. All Fair Share Fee Payers - Payroll deduction of such fair share fees shall begin at the second payroll period in January except that no fair share fee deductions shall be made for bargaining unit members employed after December 31 until sixty (60) days after initial employment.
 2. Upon termination of membership during the membership year the Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.
- D. Transmittal of Deductions - The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.
- E. Procedure for Rebate - The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the presentation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the constitutions of the United States and the State of Ohio.

- F. Entitlement to Rebate - Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.
- G. Indemnification of Employer - The Association, on behalf of itself and the OEA and NEA, agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:
1. The Board shall give a ten (10) day written notice of any claim made or action filed against the Employer by a non-member for which indemnification may be claimed;
 2. The Association shall reserve the right to designate counsel to represent and defend the Employer;
 3. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceedings, (2) permit the Association or its affiliates to intervene as a party of it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action, and
 4. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.
- H. Nothing in this Article shall inhibit or interfere with the rights of any Employees objecting to the payment of Association dues or fair share fees based on religious grounds. The rights of such members shall be resolved under the provisions of Section 4117.09(C) of the Ohio Revised Code, allowing for the contribution of an equivalent amount to a charitable organization.
- I. Arbitrations under the Association's rebate procedure concerning fair share fee objections shall be held outside regular school hours.

4.7 ASSOCIATION RIGHTS

The Association shall be granted the following organizational rights as the sole and exclusive bargaining agent of the classified Employees:

- A. To enter into collective bargaining discussions with the Board in accordance with the provisions of the contract.
- B. The Association may use the school mail system (including e-mail before and after school) for distribution of Association materials to members of the bargaining unit.

- C. Upon approval of the building administrator, the Association may use school buildings in the District for meetings.
- D. The board will provide the Association President with a copy of the Board meeting agenda(s) and a copy of all Board minutes.
- E. The Association shall be provided the names, addresses and telephone numbers of all bargaining unit members unless the member objects to the release of this information.

4.8 ASSOCIATION RELATED MEETINGS

- A. The Association President or officially elected delegates or alternates may attend the annual NEA/OEA representative assemblies.
- B. The Board is not obligated for any expenses related to the assembly except to provide release time for said President, delegates or alternates.
- C. The Board shall be responsible for providing substitutes in the absence of said President, delegates or alternates.
- D. The Association President or President's designee shall also be allowed five (5) days release time in order to conduct Association business such as grievance hearings, community organizations, building staff meetings by paying one-half (1/2) of the substitute cost.
- E. The Association President or his/her designee may purchase additional release time for Association business through the payment of his/her substitute's salary.

4.9 SCHOOL CALENDAR

The Association shall have representation on the school calendar planning committee.

4.10 BULLETIN BOARD

Each worksite shall provide space on a designated bulletin board for Association material for the purpose of communicating with the bargaining unit. The display of materials of an inflammatory or slanderous nature shall be prohibited. It is understood and agreed that such materials will not promote or give notice of illegal or unlawful acts. The District shall post all notices on the District's intranet website.

ARTICLE 5.
PROCEDURES FOR NEGOTIATION

5.1 A. COMPOSITION OF NEGOTIATION TEAMS

1. The Association shall be represented by not more than five (5) persons from the MCEA.
2. The Board of Education shall be represented by not more than five (5) persons recommended by the Superintendent and approved by the Board of Education.
3. In addition to the members of the negotiating committee, either party may call upon consultants, as needed, to actively assist and participate in negotiations.
4. A quorum consisting of four (4) members representing the Association and two (2) members representing the Board shall be present before each negotiating session is begun.
5. Members of the negotiating teams as professional individuals shall be expected to voice their opinions openly and freely in a cooperative attempt to reach equitable decisions. No sanctions or reprisals of any kind shall be taken by either the Association or the Board against the other party by reasons of participation in negotiations.

5.2 B. REQUEST FOR NEGOTIATION

1. A request for calling a meeting of the negotiation teams can be made by the Association or the request can be initiated by the Board of Education or the Superintendent of Schools on or before March 1 during the year the contract expires.

5.3 C. DIRECT REQUESTS

1. Written requests for meetings from the Association shall be made directly to the Superintendent of Schools and from the Board of Education or the Superintendent to the President of the Association or the Association Labor Relations Consultant (LRC). Requests for meetings shall contain reasons for the request, including a list of all the items to be proposed for the negotiating sessions. Requests for the negotiating sessions shall not be made more than once in a school year unless mutually acceptable by both parties.

5.4 D. MEETINGS

1. An agreement shall be reached within five (5) days of the request as to the time and place of the meeting which shall be held not more than fifteen

(15) days after the date of the receipt of such request by the President of the Association and the Association LRC, or the Superintendent of Schools.

2. The meeting shall be held in mutually acceptable surroundings.
3. Upon adoption of said agenda, which shall be done at the first meeting, no issues shall be added to the agenda for negotiation without consent of both teams.
4. The negotiation teams reserve the right to inform their membership of negotiation proceedings only at a specifically called meeting.

5.5 E. CONDUCT OF MEETINGS

1. The Superintendent or his designee and the Association negotiation chairperson shall make arrangements for the time and place of the first meeting.
2. Representatives of the news media shall not be permitted to attend a negotiating meeting except by mutual consent of the negotiating teams.
3. The party requesting the meeting shall present the issue and discussion may be had. Continuation of the meetings thereafter shall be set up by mutual agreement of the negotiation teams.
4. The Board through its Superintendent agrees to furnish the Association's negotiating team, upon request, all available information concerning financial resources of the district and information regarding topics being negotiated.
5. Any press releases must be agreed upon by both of the negotiating teams.
6. Upon request of either party, the negotiation meeting shall be recessed to permit a reasonable period to caucus.
7. Agreement reached by the negotiation teams on particular items or issues shall be reduced to writing and initialed by the chairpersons of both negotiating teams, and the final approval and ratification by the membership of the Association and of the Board of Education.
8. If either or both the Association and the Board of Education refuses to approve the agreement, the matter shall then be resubmitted to the negotiating teams with recommendations or questions for clarification. The negotiation teams shall proceed as before.

5.6 F. AGREEMENT

1. When an agreement is reached through negotiations, the outcome shall be reduced to writing. Both parties shall review the agreement together for accuracy. If the agreement is then in proper form, it shall be submitted to the Association and the Board for ratification and adoption. When ratified and adopted by the Association and the Board, the Agreement shall become part of the official Board minutes and binding on both parties. Said agreement shall be signed by the Board representatives and the Association representatives.
2. The ratified Agreement shall be posted on the district's website.

5.7 G. IMPASSE

1. If the parties are unable to reach agreement on all issues within forty-five (45) calendar days from the date of the first negotiating session, unless both negotiation teams extend the time, the remaining issues may be referred to the Federal Mediation and Conciliation Service by either party.
2. In the event the parties are unable to reach an agreement prior to the expiration of the current or extended Agreement and an impasse exists, the Board is free to implement its last offer or the Association is free to strike, provided that ten (10) days written notice of such action has been given to the other party prior to an implementation of its last offer by the Board or a strike by the Association.

ARTICLE 6.

PROCEDURES FOR RESOLVING PROBLEMS AND GRIEVANCES

6.1 A. DEFINITION

1. A "grievance" shall be described as a dispute or complaint arising between the parties hereto under or out of this Agreement or the interpretation, application, performance, termination or any alleged breach thereof. Such grievance shall be submitted through the prescribed form which shall be available from the school secretary and the MCEA building representative. The grievant shall mean the party filing the grievance and may be the employee or employees covered by this Agreement, the MCEA or Board.
2. This procedure is intended to supersede all provisions of the Ohio Revised Code, the Rules of The City of Middletown Civil Service Commission regarding any and all matters subject to the Grievance Procedure and Disciplinary Procedures of this contract or otherwise made subject to this contract.

3. The term days when used in this article, shall mean Monday through Friday, excluding holidays are unless otherwise indicated.

6.2 B. STATEMENT OF BASIC PRINCIPLES

Good morale is maintained by sincere efforts of all persons concerned to work toward constructive solutions to problems in an atmosphere of courtesy and cooperation. The purpose of this procedure is to secure equitable solutions to problems at the lowest possible administrative level. The grievance proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

Every Employee covered by this Agreement shall have the right to present grievances in accordance with these procedures.

Every Employee who so requests shall be represented by the Association's Field Representative or Association in the grievance procedure. The Employee shall be present at any grievance discussion. When the presence of an Employee at a grievance hearing is requested by either party, illness or other incapacity of the Employee shall be grounds for any necessary extension of the grievance procedure time limits. The failure of the grievant to act on any grievance within the prescribed time limits will act as a bar to any further appeal. If the principal/administrator fails to answer any grievance within the prescribed time limits, the grievance shall automatically proceed to the next step. The time limits, however, may be extended by mutual agreement in writing.

An Employee who participates in these grievance procedures shall not be subjected to discipline or reprisal because of such participation.

Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend and will be held insofar as possible after regular working hours, or during a time so as to not interfere with Employees' responsibilities. When such hearings and conferences are held at the option of the Employer during working hours, all Employees whose presence is required shall be excused, with pay, for that purpose. Arbitration hearings, however, shall be held during regular working hours unless scheduled otherwise by the arbitrator.

All notices of hearings and dispositions of grievances shall be either mailed or hand delivered with the date of mailing or postmark and date of receipt recorded thereon. Written grievances and appeals shall be deemed to have been received three (3) days after postmarked. If hand delivered, the date received and initials of the recipient shall be recorded thereon.

It is important that a grievance be processed as rapidly as possible. The number of days indicated at each level shall be considered a maximum and every effort shall

be made to expedite the process. The time limit specified may be extended by mutual agreement in writing.

6.3 C. PROCEDURE

LEVEL ONE

A grievance lodged with the principal or the appropriate administrator must be within thirty (30) days after the grievant could reasonably be assumed to have known of the event or action giving rise to the alleged grievance. The grievance conference shall occur within ten (10) days after the grievance is filed. The grievant may be accompanied by a representative of the Association. The principal or appropriate administrator shall file his/her decision within ten (10) days after the Level One Conference.

LEVEL TWO

In the event a grievance has not been satisfactorily resolved at Level One, the Association or the grievant may file, within ten (10) days of the principal's or the appropriate administrator's written decision at Level One, a copy of the grievance with the Superintendent or his designee. Within ten (10) days after such written grievance is filed, the grievant, Association Representative and the Superintendent or his designee shall meet to attempt to resolve the grievance. The Superintendent or his designee shall file his decision within ten (10) days of the Level Two hearing and communicate it to the grievant and the Association.

LEVEL THREE

If the grievance has not been satisfactorily resolved at Level Two, the Association shall, within ten (10) days of the Level Two decision, demand arbitration under the Voluntary Arbitration Rules of the Arbitration and Mediation Service ("AMS") of Cincinnati, Ohio by directing a written demand therefore and a list of twelve (12) arbitrators to the Arbitration and Mediation Service, with a copy of said notice to the other party. The arbitrator shall be appointed in accordance with AMS rules according to the strike and rank method.

- 6.4 The cost for the services of the AMS arbitrator, including per diem expenses, if any, and the actual and necessary travel and subsistence expenses shall be borne equally by the parties.
- 6.5 The opinion and award of the arbitrator shall be final and binding on all parties. The arbitrator shall not have the power to add to, subtract from or modify any of the terms of this Agreement.
- 6.6 Except in emergency situations, new or amended work rules will be given to the Association at least ten (10) days prior to their effective date at which time the

Association may request the opportunity to meet and confer with respect to proposed new or amended work rules as provided herein and in paragraph 3.4, above.

- 6.7 With regard to the Employer's right to promulgate work rules and regulations, operating policies, and procedures as recognized in the Article addressing Management Rights, the Association or grievant shall not have recourse through the grievance and arbitration procedure to challenge the reasonableness or appropriateness of the Employer's work rules, regulations, operating policies, or procedures, provided such rules, regulations, policies, or procedures do not violate this Agreement.

This provision does not prevent an Employee disciplined by any such rule, regulation, or policy from grieving the application of that rule to his or her particular circumstances. If the arbitrator's decision awards the payment of back wages covering the period of the Employee's separation from the Employer's payroll, the amount so awarded shall be reduced by the amount of unemployment compensation or wages earned attributable to the period, from whatever source.

ARTICLE 7. NO STRIKE - NO LOCK OUT

- 7.1 It is agreed that during the life of this Agreement, there shall be no lock out on the part of the Administration, nor any strike, stoppage, slowdown or other interruption of work for any cause whatsoever by unit Employees or the Association. It is understood that any closing of school necessitated by economic conditions existing in the school district or mandated or directed by the Board shall not be deemed a lock out pursuant to the provisions of this section.
- 7.2 The Association agrees that it will not encourage, sanction or approve any strike, stoppage, slowdown or other interruption of work during the life of this Agreement. On the contrary, the Association will actively discourage and denounce any strike, stoppage, slowdown or other interruption of work in violation of this Agreement.

ARTICLE 8. STUDENT ASSAULT

- 8.1 All cases of physical threat or violence to members of the staff shall be reported to the principal immediately after occurrence. If in the judgment of the Employee and/or the principal, the assault is sufficiently severe, the police shall be notified. A written report of all assaults on staff personnel will be made to the Superintendent for further investigation and possible expulsion of the student. Any Employee who is assaulted may be excused by the principal to seek a physician's evaluation of his/her injuries.
- 8.2 For the protection of pupils, professional teaching staff members and non-certificated staff members, there will be an administrator present during the normal school day when the building is open for instructional purposes. In the absence of an administrator, the principal shall designate a professional teaching staff member to act as the principal's representative.

ARTICLE 9.
HOURS OF WORK – OVERTIME

9.1 STANDARD WORK WEEK

- A. Except as otherwise provided in this Agreement, thirty two and one half (32.5) or more hours, Monday through Friday, shall be the standard work week for all non-teaching school Employees. As used here, the term non-teaching school Employee does not include any person employed in an administrative or supervisory capacity.
- B. When an Employee is required by an authorized administrative authority to work more than forty (40) hours in any one calendar week, as defined by the Fair Labor Standards Act, as amended, he or she will be compensated at one and one-half times his or her regular rate of pay. Such compensation for overtime work shall be paid no later than at the conclusion of the next succeeding pay period.

9.2 NON STANDARD WORK WEEK

There are certain classes of Employees who may work less than thirty two and one half (32.5) hours per calendar week, Monday through Friday, such as library aides. These Employees will be compensated at an hourly rate for the number of hours actually worked.

9.3 OVERTIME

- A. With the exception of employees held over beyond their normal shift, which the Employer may determine in its sole discretion, overtime shall be offered to employees within the job classification and within the building in which the overtime is to be worked on a rotating basis starting in order of seniority. Employees who decline overtime when offered shall be considered having worked the hours offered for the purposes of rotating overtime. In the event all employees decline overtime, the next employee in rotation within the classification, in the building, may be required to work the overtime. Employees shall receive an overtime rate for all work over forty (40) hours per week.
- B. If the Employee requests, and the immediate supervisor agrees, said Employee may take compensatory time off in lieu of overtime pay for any overtime worked. Such compensatory time shall be granted on the basis of one and one-half hours off for each hour of overtime worked. Time off to use earned compensatory time will be granted within sixty (60) days of the requests made by the Employee. No Employee shall be permitted to accrue more than forty (40) hours of unused compensatory time and any Employee who has accrued unused compensatory time to the 40 hour limit shall be paid in cash for additional overtime worked. If an Employee is paid in cash for accrued compensatory time he/she shall be paid at the Employee's regular rate at the time of payment. The Employer may cash out all accrued compensatory time in June of each year.

- C. No overtime can be worked or paid unless it has been authorized by the Director of Human Resources or his designee. Hours for which an Employee is compensated, but during which he or she does not actually work because of sick leave, shall not be computed as work hours for the purpose of calculating eligibility of an Employee for overtime pay.
- D. For purposes of this Section, holidays, as set forth in Article 10, and vacations, as set forth in Article 11, shall count as hours worked during the applicable work period in computing overtime pay.
- E. When compensatory time, or any other form of paid leave is used (other than holidays or vacation), it shall not count as hours worked during the applicable work period for purposes of calculating overtime.

9.4 Employees shall be required to accurately report all hours worked.

9.5 BREAKS

- A. Full time Employees working eight (8) hours per day shall be entitled to a 15 minute break before and after lunch at times to be assigned by the Employer. These break periods are in addition to the Employee's one-half hour unpaid lunch period. Lunch shall be scheduled during a mid-work day period.
- B. For part-time Employees working less than an eight (8) hour workday, the Employer will continue its practice of permitting relief breaks when time and work requirements permit and in such a manner that appropriate relief breaks are guaranteed.

ARTICLE 10.
HOLIDAYS

10.1 The holidays granted without loss of pay to all qualified Employees shall be as follows:

NEW YEAR'S DAY
MARTIN LUTHER KING DAY
PRESIDENT'S DAY (Unless adopted as a school day by
the Board)
GOOD FRIDAY
MEMORIAL DAY
INDEPENDENCE DAY
LABOR DAY
THANKSGIVING DAY
FRIDAY AFTER THANKSGIVING
CHRISTMAS EVE DAY
CHRISTMAS DAY

- 10.2 An Employee, in order to receive holiday pay (at their regular rate of pay) must have worked the regular work day before and after the holiday unless absence from work is due to illness or injury (which is covered by accumulated sick leave), in which event a satisfactory doctor's certificate may be required unless the absence was due to a death in the immediate family or approved personal leave as defined in this Agreement.
- 10.3 When any of these holidays fall on Saturday, the Friday preceding shall be observed as the holiday. When any of these holidays fall on Sunday, the Monday following shall be observed as the holiday.
- 10.4 Employees working during the regular school year only, who are not on the active working payroll during the summer break, shall not receive holiday pay for holidays occurring during such summer break; provided, however, that any such ten (10) month Employee who works the recognized July 4th holiday will receive holiday pay, plus their regular rate of pay if they are working in their regular job classification on the holiday (i.e., the classification in which they regularly work during the school year).
- 10.5 For those Employees who have not completed the standard thirty two and one half (32.5) hour work week, any work performed on an authorized holiday for the school district shall be compensated on the basis of one hour of paid time for every hour worked, in addition to the regular holiday pay.

ARTICLE 11.
VACATIONS

- 11.1 The effective date for vacations earned shall be the Employee's anniversary date and shall accrue according to the following schedule:

PERIOD OF CONTINUOUS SERVICE WITH SCHOOL DISTRICT.....	NUMBER OF DAYS ALLOWED FOR VACATION ANNUALLY
One year but less than eight years	10 days
Eight years but less than eighteen years	15 days
Eighteen years but less than twenty- five years	20 days
Twenty-five years or longer	25 days

- 11.2 Employees working ten months or less per year are not entitled to vacation. When an Employee is transferred or promoted from a ten month employment to a twelve month employment, years of service for the purpose of calculating vacation time will be based upon the Employee's number of years of employment, times the number of days per year of such employment, times the number of hours worked each day of the year divided by 2080 hours (number of years employed x number of days per year x number of hours worked each day ÷ 2080 hours).
- 11.3 Payment for unused vacation leave will be made in the case of the death of the Employee. Otherwise an Employee, in order to receive vacation pay, must be in the actual employ of the Employer at the time he takes his vacation, except that an Employee, who has

resigned with two weeks' notice and who has not received his vacation pay to which he is entitled, shall receive his vacation pay at the next regular pay period.

- 11.4 When a holiday occurs during the vacation of an Employee, when the schools and the school offices are closed, the said holiday shall not be counted as part of the vacation allowance of said Employee.
- 11.5 Employees working twelve (12) calendar months shall normally be required to take their vacation during the summer when regular school is not in session, or during the winter (Christmas) or spring (Easter) periods when school is not in regular session; provided however, if the work schedule of a department will be seriously handicapped by limiting the vacations to such periods for all Employees, the department head may permit vacation to be taken at other times. The Employer reserves the right to limit the number of Employees who will be permitted to take vacation days off at any given time in order to insure efficient operation. In cases where a conflict occurs between two (2) or more Employees and not all can be accommodated, the Employee with the greatest length of service in the school district shall have the preference. Employees authorized to take vacation days at a time other than summer, winter (Christmas), spring (Easter) periods when schools are not in session, shall to the fullest extent possible, take such vacations in maximums of one week at a time.
- 11.6 No vacation allowance may be earned during the period of an unpaid leave of absence or suspension.
- 11.7 Vacation days may not be accumulated from one year to succeeding years without the written consent of the Superintendent or Director of Human Resources. Unless requested in writing by the Employer, failure to utilize accrued vacation within the 12 month period following the Employee's anniversary date will result in a loss of the accrued vacation. In the event of a layoff, if vacation cannot be scheduled prior to the layoff, vacation will be paid at the next regular payroll after the layoff.
- 11.8 Employees must indicate their vacation preference on or before June 1st of each year.
- 11.9 In each calendar year, Employee may cash in five (5) days of vacation at that Employee's regular hourly rate of pay, payable in the first pay period in January, provided that the Employee provides written notice to the Treasurer of his or her desire to cash out vacation days by the previous December 1.

ARTICLE 12. SEVERANCE

- 12.1 Upon retirement from the Middletown City School District, an Employee shall be compensated for unused sick leave to the extent of one (1) day for each four (4) days of unused accrued sick leave.

- 12.2 At the time of retirement, an Employee shall be compensated at their current hourly rate of pay, times the Employee's regularly scheduled hours, which equals the daily rate of compensation, for purposes of severance pay referenced in Section 12.1.
- 12.3 An Employee with fifteen (15) years or more of service in the District who dies in active service is deemed, for purposes of this Article, to have retired the day prior to his/her death.
- 12.4 In addition to the benefit provided in section one, above, Employees who retire during their 30th year of service will be entitled to be compensated for unused sick leave to the extent of one (1) day for each three (3) days of such unused leave accumulated for the accumulated sick leave days between one hundred ninety (190) and two hundred forty (240), provided such employee is eligible to retire on their 30th anniversary date and gives written notice of such to the Director of Human Resources prior to December 1 during the 30th year of service. Such employee must also have accumulated at least two hundred twenty (220) days of sick leave on such retirement date.

ARTICLE 13. INSURANCE

- 13.1 The Board shall provide Employees the same health insurance options enjoyed by the administrative employees of the District, which will be substantially similar to the District's current plan. The Board will pay 80% of a single or family membership in medical and dental insurance. For purposes of this Article, a full time Employee is defined as an Employee who works a regular schedule of 20 hours or more per week.
- 13.2 The Board of Education will pay the cost of a \$40,000.00 Term Life Insurance Policy with double indemnity clause for accidental death or dismemberment for all regular full time Employees as defined in paragraph 13.1, above.
- 13.3 Each new Employee will receive health, dental and life insurance coverage on the first billing date providing a timely application has been filed.
- 13.4 Termination of the contract will be effective on the billing date following the termination date of the Employee, unless the Employee elects an applicable continuation option pursuant to notice provided by the insurer.
- 13.5 Subject to the requirements of the insurer, the Board of Education will provide single contract vision coverage not to exceed a maximum contribution by the Employer of \$4.42 per month, per Employee. The remainder of the cost for vision coverage will be provided by the Employee by virtue of automatic payroll deduction. Subject to any applicable enrollment limits by the insurer, the cost of dependent coverage shall be paid by the Employee through payroll deduction. All Employees shall be required to enroll and pay for vision coverage.

- 13.6 A. Notwithstanding the provisions in paragraphs 13.1 for Employees hired after May 1, 1990, the Employer will pay only the following portions of applicable health insurance premiums:
- 32.5 or more hours per week – 80%
 - 30-32 hours per week – 70%
 - 20-29 hours per week – 50%
 - 19 hours per week or less – no payment by the Employer
- B. Employees who work less than forty (40) hours per week shall have their qualification percentage set forth in paragraph A, above, based upon the average number of hours worked in the preceding year.
- 13.7 Commencing September 1, 1992 the parties agree to accept, adopt and join the Butler County/BCHIP Consortium Plan and to adopt the Consortium 21S dental plan, or their equivalent.
- 13.8 No Employer paid health, dental or life insurance benefits will be provided to retired bargaining unit members first hired as a retiree on or after July 1, 2007, except that the Employer provided health insurance may be purchased by such individuals at his or her expense at the Employer's plan cost.

ARTICLE 14.
ABSENCE FROM DUTY

- 14.1 An Employee who plans to be absent from duty must report the reason therefor to his or her department head and to his or her building principal prior to the date of absence whenever possible, and, in no case, later than one hour prior to the time set for reporting for duty on the first day of absence. All unauthorized and unreported absences shall be considered absence without leave and deduction of pay from the Employee shall be made for the period of absence. Such absence may be made the grounds for disciplinary action by the Superintendent of Schools. The Employee on authorized leave of absence must report to the proper authority his or her return to duty at least twelve (12) hours prior to the time set for reporting to duty.
- 14.2 A. The Employer, in its sole discretion, may authorize a leave of absence without pay for any period or periods not to exceed three calendar months in any one year for the following purposes:
1. Attendance at college, university, business or trade school.
 2. For the purpose of training in subjects relating to work of the Employee and which will benefit the Employee and the school district.
 3. Urgent personal business.
 4. For purposes other than those named that are deemed beneficial to the school district.

- B. The Employer, in its sole discretion, may grant a leave of absence without pay in excess of three calendar months for the purpose of attending extended courses of training at a recognized college or university and for other purposes approved by the school district.

14.3 CALAMITY DAYS

- A. All Employees shall be paid for time lost when the schools in which they are employed are closed due to an epidemic or other calamity and said Employees are not required by their Supervisors to report for duty. Nothing in this Agreement 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 or she is employed is officially closed for reasons set forth by the Superintendent of Schools. In the event school is closed because of snow or ice and an Employee receives his or her regular rate of pay for any time not worked because of said condition, said time shall not be counted as hours worked for the purpose of computing overtime during the work period.
- B. In the event the Board schedules student make-up days/hours, all classified employees shall be required to work make-up day/hours when students are present. The employee will not be paid any additional compensation for working on the make-up days/hours unless the employee works in excess of his/her contract days or over forty (40) hours in a work week.

ARTICLE 15.
STAFF LEAVE

The following leave provisions shall be applicable to full time non-certificated staff members.

15.1 SICK LEAVE

- A. Days of absence authorized under this provision shall be deducted from the sick leave accumulation. One and 1/4 days of sick leave credit shall be given to full time Employees for each completed month of employment up to fifteen (15) days per year.
- B. All accumulations of unused sick leave credit heretofore accrued under prior laws and policies shall remain to the credit of the sick leave account of each Employee on the effective date of this regulation. Accrued credits shall be allowed to Employees transferring their employment from other boards of education or other political subdivisions in Ohio, provided such credits have been computed under the minimum requirements of the laws of the State of Ohio and have not been paid to the Employee, in any form, by the previous employer(s). Sick leave up to a total of fifteen (15) days shall be allowed for Employees who come from other states, where such sick leave has accumulated under the laws of that state and is

certified by the proper school official. In no event shall sick leave accumulate at a faster rate than allowed by paragraph 1 hereof.

- C. On reporting to duty, each newly hired Employee shall be credited with five (5) days sick leave, as prescribed by Section 3319.08 and 3313.21 Revised Code of Ohio. These five (5) days are construed as being concurrent with, but not in addition to the sick leave credit accumulated under paragraph 1, above.
- D. After the completion of the fifth month of service and the completion of each month of service thereafter, one and one fourth (1-1/4) days of sick leave shall be credited to the sick leave account of the Employee for the actual number of months of service rendered. Persons who have been employed in the Middletown City School District for a period of five (5) years or more and who have consumed all presently accumulated sick leave, on the recommendation of the Superintendent of Schools and approval of the Board of Education, may be granted an advancement on their sick leave to be earned thereafter. Any such Employee who thus receives an advancement of sick leave shall make a written application therefor on a form provided by the Human Resources Department in which he/she shall also allege an intention to return to the employ of the school district upon recovery or to pay the value of such advanced should he/she not return, such payment to be either by payroll deduction from money due him/her from the school district or by direct payment if no money is due to him/her. Such application shall be accompanied by the statement of a physician that he/she will be physically able to return to his/her assignment upon recovery.
- E. The same accrual of one and one fourth (1-1/4) days per month shall continue during the use of sick leave, provided the Employee has not been officially separated from the present payroll.
- F. Sick leave shall be used for periods not to exceed their accumulated sick leave account for the following causes:
 - 1. Personal illness or injury.
 - 2. Exposure to contagious disease until quarantine is lifted or danger removed.
 - 3. Death of father, father-in-law, mother, mother-in-law, spouse, or child.
 - 4. Death of sister, brother, aunt, uncle, grandparent, or step-parent.
 - 5. Death of close friend, distant relative, or neighbor. (Up to 2 days maximum)
 - 6. Serious illness or death in the Employee's immediate household.
 - 7. Serious illness of parents, grandparents, mother-in-law, father-in-law, son-in-law, daughter-in-law or children or grandchildren living in a separate household when the presence of the Employee is necessary.
 - 8. Serious illness of brother or sister living in a separate household. (Up to 3 days maximum)
 - 9. Disability or illness due to pregnancy.

- G. If an administrator has a concern with an employee's excessive or unusual pattern of sick leave use, they must request a meeting with the employee to discuss their concerns. If the explanation of use satisfies the administrator's concerns, the matter shall be closed. If the administrator still has concerns, they may require the Employee to provide statements, written evidence, affidavits or other valid proof substantiating the reason or cause for the sick leave. Said proof shall be submitted to the building principal or immediate superior and then forwarded immediately to the office of the Superintendent of Schools. For all meetings, the employee shall have the right to Association representation. The meeting reference above is not a prerequisite to discipline.
- H. The Employee may appeal in writing to the Superintendent of Schools for special consideration for additional sick leave because of extreme hardship.
- I. Upon exhaustion of accumulated sick leave, an Employee may make application for borrowed sick leave for a catastrophic illness in accordance with the ELF Plan provisions set forth in the Appendix to this contract.
- J. Any Employee who has 240 sick days accumulated as of September 1 of each school year is entitled to use up to 15 days of sick leave before any sick leave will be subtracted from his/her total of 240 days. No more than 240 days can be accumulated. This section (J) only applies to employees who have notified the district of their intent to retire by December 1 of the retirement year.
- K. Falsification of sick leave is grounds for termination.

15.2 All other leaves herein shall be separate from and in addition to sick leave.

- A. PERSONAL LEAVE. Each Employee shall be entitled to not more than three (3) days of absence, with pay, each school year due to personal reasons, which day shall not be deducted from sick leave nor shall such days accumulate from year to year. If possible, the Employee will give his/her principal or supervisor twenty-four (24) hours advance notice of his/her intention to take such leave. When a staff member is absent for personal reasons, a report of such absence shall be filed by the employee with his/her supervisor within ten (10) days following the absence. Personal leave shall not be unreasonably denied. Any unused personal leave shall be converted to sick leave each year.

Such personal leave may not be taken on the first or last day of the school year (student calendar) or the day before or after a holiday or an extended break; i.e. Thanksgiving, Christmas or Spring Break. If more requests for a personal day are made than can be granted, such requests will be granted on a first come, first served basis. However, in special situations, at the discretion of the principal and final approval of Human Resources, the limitations stated above may be waived.

15.3 EMERGENCY LEAVE

A. Days of absence authorized under emergency leaves shall be fully paid days unless stipulated in each individual emergency leave, and shall not be deducted from sick leave accumulation.

1. JURY DUTY

On absences for jury duty the employee shall receive full payment of his/her regular salary and does not have to reimburse any nominal payment for such services to the Board.

2. MILITARY DUTY

Military leave shall be granted to eligible employees in accordance with state and federal law. Pay for military leave shall be in accordance with state law.

3. COMPULSORY LEAVE

In all cases related to an Employee's employment with the District where Employees are subpoenaed or summoned to appear for Grand Jury hearings or to appear in any court in cases in which they are not parties, they shall be paid the normal salary for the period of absence.

4. The Superintendent or his/her designated representative, in his/her discretion, may authorize absences for other justifiable emergency reasons. The reason for such requests shall be stated in writing.

B. Emergency leave requests shall be submitted as soon as possible after the Employee becomes aware that Emergency Leave is necessary.

15.4 SERVICE-CONNECTED INJURY LEAVE

In the event of a service-connected occupational illness or injury occurring in the scope of an Employee's employment and arising out of such employment by the Board, as determined by the Industrial Commission of Ohio, the Employee may elect to be paid the difference in pay between Worker's Compensation benefits and his/her regular compensation with such differences being charged to the Employee's sick leave on a percentage or fractional basis. This will be accomplished by presenting evidence of the amount received from the Bureau of Worker's Compensation to the Treasurer of the Board, and thereafter the Treasurer of the Board will issue a check for such difference. Employees shall be expected to return to duty when able to resume duties in the same or in a substantially equivalent position and they will be entitled to a reinstatement under the same provisions as though returning from sick leave. The Employee, his/her physician, or the Board's physician may determine when the Employee returns to duty. The Board

may require certification from its physician or the Employee's physician that the Employee is able to resume duties before being allowed to return to duty.

Return to duty is also subject to the limitations of O.R.C. Chapter 124 and Chapter 33.

15.5 MEDICAL LEAVE

Upon or prior to the expiration of sick leave, the Employee who is ill may request a leave of absence for personal illness. A doctor's statement requesting the granting of said leave must accompany each application. Any remaining FMLA leave or sick leave shall be used concurrently with any leave of absence granted under this section.

15.6 CHILD CARE LEAVE

A. LEAVE RIGHTS

1. An Employee may request and shall be entitled to a leave of absence without pay for maternity or child care reasons to begin any time during a pregnancy, or in the case of adoption, the receipt of custody. Such leave shall be for the remainder of the current semester and for one additional school year if desired.

2. APPLICATION FOR LEAVE

Application for child care leave shall contain a statement on the expected date of birth, or in the case of adoption, the date of obtaining custody, the date on which the leave of absence is to commence and the term of leave.

3. RIGHTS WHILE ON LEAVE

The Employee on maternity leave or child care leave shall be entitled to request and receive the right to continue to be covered by and/or all district group insurance provided that the insurance company or the hospital service association involved permits such continuance of coverage of the person on leave of absence and the Employee pays to the Treasurer of the Board in advance each quarter the full amount of the quarterly group plan premium of such coverages. An over-payment of premium shall be refunded to the Employee upon termination of leave. No other compensation or fringe benefits shall be provided.

4. REINSTATEMENT RIGHTS

Upon returning to service at the expiration of a leave of absence, the Employee resumes the status which he/she held prior to the leave. When an individual on an authorized leave of absence with a time-certain determines that he/she wishes to return to active Employee status prior to the expiration of the full term of said leave of absence, the Board, through

its authorized representative, shall make every effort to return the individual to the same or similar status that the individual had prior to leaving, subject however, to the then current needs of the school district.

5. CHILD CARE LEAVE

Child care leave provisions of maternity leave apply to either of the adopting or natural parents (father and/or mother).

ARTICLE 16.
LABOR MANAGEMENT COMMITTEE

16.1 In an effort to further a good working relationship between the parties, a labor management committee shall be formed to investigate, study, and discuss solutions to mutual problems affecting labor relations.

A. Representation on this committee will be:

For the Administration:

Superintendent
Director of Human Resources
Other Administrators as needed

For the Association:

President
Vice President
Other representatives as needed

B. The parties reserve the right to invite their Association representative or legal counsel to meetings as deemed necessary upon written notice to the other party.

C. The Superintendent and President will serve as co-chairpersons of the committee.

D. One member appointed by the co-chairmen will serve as Secretary and prepare minutes of the meeting. Before distribution, both parties shall review the minutes. Copies will be provided to all administrators, Board members and Association representatives.

E. The chairpersons shall recognize a motion by either party to table a topic for further study.

F. Meeting Schedule and Agenda

1. Meetings will be held on a quarterly basis and limited to two hours; any variance must be mutually agreed to. An agenda shall be submitted at least forty-eight (48) hours prior to the meeting to both parties. The intent is for each side to come to the meeting as well prepared as possible.
2. The specific day and time shall be agreed to for future meetings. Every attempt shall be made to keep such a schedule, realizing that some flexibility is necessary.
3. Except in emergencies, topics not on the agenda shall not be discussed but placed on the following meeting's agenda. The agenda shall include a brief description of each item to be discussed. Emergency items may be added to the agenda by mutual consent.

G. General Guidelines

1. It is recognized that recommendations growing out of these meetings are not binding.
2. Topics that could lead to grievances may be discussed.
3. There will be mutual agreement on any news releases.
4. The school year calendar shall be a topic for discussion.

ARTICLE 17.
TRAVEL RATE

- 17.1 Any employee who is required to use his/her personal automobile for school business shall be compensated such mileage allowance as established by the Board of Education. Procedures for requesting reimbursement shall be established by the Board. Mileage between individual residences and work assignments is not considered reimbursable mileage.

ARTICLE 18.
APPOINTMENTS, PROMOTIONS, TRANSFERS,
REDUCTIONS IN FORCE AND SEPARATIONS

18.1 ORIGINAL APPOINTMENTS TO ENTRY LEVEL POSITIONS

The conduct and grading of civil service examinations, the rating of candidates, the establishment of eligible lists from the examinations and the original appointments from eligible lists for entry level positions are not subject to this Agreement. All other matters pertaining to the subjects of promotions, transfers, reductions in force and separations shall be in accordance with the remaining provisions of this Article, and where provisions of this Agreement conflict with otherwise applicable provisions of Ohio law, this Agreement shall prevail pursuant to Ohio Revised Code Section 4117.10(A). The

determination of which classifications are entry level or promotional positions shall be in the sole discretion of the Employer.

18.2 PROBATIONARY EMPLOYEES

A. NEWLY-HIRED EMPLOYEES

Newly hired Employees shall serve a one hundred eighty (180) work day probationary period during which time the newly hired Employee may be disciplined or removed without recourse to the grievance or arbitration provisions of this Agreement or without the right to a hearing before the Civil Service Commission.

B. TRANSFERRED OR PROMOTED EMPLOYEES

Employees who are transferred or promoted into new or vacant positions must demonstrate proficiency in such position during a ninety (90) day probationary period before entitlement to the new position. A failure of probation will result in a return of the Employee to the previous bargaining unit classification, including individuals hired into non-bargaining unit positions.

C. A newly hired Employee, or an Employee who is transferred or promoted to a new classification series, who is serving a probationary period is not eligible to transfer to a new position during the term of the probationary period.

18.3 VACANCIES

A. A vacancy is defined as any opening resulting from the death, resignation, termination, retirement, promotion, or transfer of an employee. When the Employer determines that a vacancy in a classified position exists and will be filled, the position will be posted on the District's website on the internet for a period of five (5) days for consideration by all Employees and applicants. Copies of posted vacancies will be electronically transmitted to all employees. The vacancy notice shall include a copy of the job description, the rate of pay and classification, hours worked, and department and/or building.

B. With regard to filling all vacant positions, whether by promotion or transfer, it is understood that the Employer has wide discretion in making determinations of whether a candidate is qualified, or selections based on qualifications, training and performance. Therefore, in a grievance or arbitration proceeding challenging a selection by this method, the burden shall be on the Association to prove that the determination or selection was an abuse of discretion or arbitrary or capricious. Selections made on the basis of seniority - from anyone of the top three most senior eligible applicants is not subject to review or challenge in the grievance and arbitration procedures of this contract.

- C. In the event of a successful grievance contesting a determination on qualifications or a selection based upon qualifications, training and performance, the remedy shall be to place the grievant in the vacancy within thirty (30) days from arbitrator's ruling without an award of back pay. The person displaced by the successful grievant shall be entitled to a similar vacancy elsewhere, when available.
- D. Building Changes. Notwithstanding the above, if a building closes or a new building is opened, every attempt will be made to move all members from one building to another. If there are not enough openings to relocate members, a bargaining unit employee affected thereby may fill any vacant position in their classification series on the basis of seniority, consistent with paragraph 2.9, above, and, if no such vacancy exists, said employee may bump the least senior employee in their classification series, on the basis of seniority.
- E. Vacancies in positions outside the bargaining unit will be posted for a period of five (5) days in accordance with this Agreement. Interested qualified applicants may apply for an interview and be considered before another person is selected. Selection or non-selection of a bargaining unit employee for a non-bargaining unit position will not be subject to the grievance/arbitration procedures of this contract.
- F. After their probationary period ends, non-bargaining unit employees may transfer to open or vacant bargaining unit positions for which they are qualified.

18.4 TRANSFERS

A. TRANSFER WITHIN SAME CLASSIFICATION, TO LESSER CLASSIFICATION OR INVOLUNTARY TRANSFER

1. Lateral Transfer Within The Same Classification

Any Employee may at any time request in writing a transfer within their respective job classification. If a vacancy exists in the same job classification (i.e. Secretary II to Secretary II) and two or more applicants in the same classification request the position, the vacancy shall be awarded to the most senior person. Such request should be made to the Director of Human Resources stating their reasons for such request and their qualifications. No probationary period will be required for a lateral transfer within the same classification.

2. Lesser Classification

Any Employee may request in writing a transfer to a lesser job classification which carries a lesser salary or wage range. If the Employee is accepted in the lesser job classification, then his or her salary is adjusted downward to the lesser grade at the step he or she is currently on.

3. Involuntary Transfer

Necessary transfers from one building to another or from one position to another within the system shall be made for any necessary and educationally sound reasons. In certain circumstances, the district may determine that a particular employee is best suited to fill a position based upon educationally sound reasons. If the district has not determined that a particular person(s) is best suited to fill a position, the district will consider employee preferences and seniority before making a transfer. Any Employee who is to be transferred shall be granted the courtesy of a conference before the transfer is made. A transfer can be made at any time during the year for necessary and educationally sound reasons. The district may hire a long term substitute in lieu of involuntarily transferring an employee to fill that assignment. The position shall then be posted in the Spring for the following school year as an open position.

B. TRANSFER TO DIFFERENT CLASSIFICATION (SUBSTANTIALLY EQUAL PAY AND QUALIFICATIONS)

A position determined by the Employer to be vacant and appropriate for a transfer to another classification which is not a promotion, initial appointment or a tested entry level position will be awarded to an Employee provided that the Employee makes a timely written request for the position prior to the expiration of the posting period and the Employee is determined by the Director of Human Resources to be qualified for the vacant position. If two or more qualified Employees or applicants exist for a vacant position, the Director of Human Resources will award the position on the basis of qualifications, training and, if applicable, performance. If these factors are otherwise equal, and the appointment is otherwise consistent with the racial or ethnic diversity of staff, the Employer may choose, at its sole discretion, any of the three most senior eligible applicants. Such selection by seniority under the "rule of three" is without recourse to the grievance or arbitration provisions of the contract.

18.5 PROMOTIONS

A. PROMOTIONS WITHOUT WRITTEN EXAMINATION

1. Vacancies in positions which are not filled by the above transfer positions, shall be filled, in the discretion of the Employer, by either an open competitive examination, as described below in paragraph 19.5.B, or, where two or more qualified applicants for a vacant position exist, the Director of Human Resources will award the position on the basis of qualifications, training and, if applicable, performance. If these factors are otherwise equal and the appointment is otherwise consistent with the racial or ethnic diversity of staff, the Employer may choose, at its sole discretion, any of the three most senior eligible applicants. Such selection by

seniority under the "rule of three" is without recourse to the grievance or arbitration provisions of the contract.

2. Unsuccessful applicants will be notified in writing of the name of the successful applicant or Employee. Whether chosen by open competitive examinations, as set forth below, or by virtue of qualifications, training and performance, the successful candidate must demonstrate proficiency on the job during a ninety (90) day probationary period before entitlement to the position on a permanent basis. If an initial appointment is involved, a 180 day probationary period shall be served as set forth in paragraph 19.2, above.
3. It is understood that the Employer has wide discretion in making selections based on qualifications, training and performance. Therefore, in a grievance or arbitration proceeding challenging a selection by this method, the burden shall be on the Association to prove that the selection was an abuse of discretion or arbitrary and capricious. Selections made on the basis of seniority - from anyone of the top three most senior eligible applicants is not subject to review or challenge in the grievance and arbitration procedures of this contract.
4. In the event of a successful grievance contesting a selection based upon qualifications, training and performance, the remedy shall be to place the grievant in the vacancy within thirty (30) days from arbitrator's ruling without an award of back pay. The person displaced by the successful grievant shall be entitled to a similar vacancy elsewhere, when available.

B. PROMOTIONS BY OPEN COMPETITIVE WRITTEN EXAMINATION

1. The Employer's decision to fill a vacancy in a non-entry level position by virtue of an open competitive written examination, and the choice of the individual by virtue of this process, shall not be subject to the grievance or arbitration procedures of this Agreement. Such examinations and promotions from eligible lists shall be in accordance with the Ohio Revised Code and applicable rules of the Civil Service Commission of the City of Middletown. A notice of a vacancy shall be sent to each building and shall be posted on the bulletin board for a period of five (5) days. A complete description of the job vacancy, salary, classification, etc., shall be indicated with due notice being furnished to the City of Middletown Civil Service Commission. All applications for the job vacancy must be in writing and submitted to the Director of Human Resources within one calendar week after the date the vacancy is posted. Said applications will then be presented to the Middletown Civil Service Commission for their appropriate action.
2. Notification of the filling of any job vacancy will normally be within two calendar weeks after proper certification by the Civil Service Commission

to the Director of Human Resources. Promotions shall normally be made on the basis of merit, to be ascertained as far as practical by promotional examination, by conduct and capacity in office, and by seniority in service.

In all cases, the Civil Service Commission shall certify the names of the persons having the highest rating in accordance with Chapter 124 of the Revised Code. The successful candidate must demonstrate during a ninety (90) day probationary period, proficiency on the job before being entitled to a permanent status.

18.6 AUTOMATIC CERTIFICATION

An Employee who has successfully completed an initial or promotional probationary period in his or her classification, other than the classification of his or her original appointment, shall be deemed certified in that classification and shall not be subject thereafter to being certified against from an eligible list prepared following a civil-service examination conducted under Chapter 124 of the Revised Code. This automatic certification following the completion of the probationary period shall not apply to original appointments with the Employer. An "original appointment" shall be defined, to the extent permitted by law, as an Employee's first appointment with the Employer.

18.7 ELIGIBILITY LISTS

Any eligibility list created by the Employer and/or the Civil Service Commission shall be effective for a minimum of one year and a maximum of two years, at the option of the Employer.

18.8 PROMOTION - WAGE ADJUSTMENT

- A. When an Employee moves within a classification from one grade to a higher grade, his or her placement shall be on the same step in the new grade as he or she is on at the time of the move.
- B. When an Employee moves to a new classification which carries a higher wage schedule, his or her salary or wage shall be increased to that of the lowest step in the pay range for the new classification which shall increase the salary or wage by at least five (5) percent of the base pay, including supplemental pays.

18.9 REDUCTION IN WORK FORCE AND LAYOFFS

- A. If it becomes necessary to reduce the number of Employees in a job classification due to abolishment of positions, lack of funds, lack of work, or other reasons, the following procedure shall govern such layoff:
 - 1. The number of Employees affected by the reduction in the force will be kept to a minimum by not employing replacements insofar as practical, of Employees who resign, retire or otherwise vacate a position.

2. Whenever it becomes necessary to lay off Employees, affected Employees shall be laid off according to seniority within their respective classification, with the least senior Employee to be laid off first. Seniority, for purposes of layoff and recall, shall be defined as the uninterrupted length of continuous service with the Employer in a particular job classification computed from the latest date of hire or appointment to the present classification. Authorized leaves of absence or transfer to non-bargaining unit positions with the Employer do not constitute an interruption in continuous service.
 3. The Board shall determine in which classification or classifications the layoff should occur and the number of Employees to be laid off.
 4. In the classification of layoff, the Employees on probation shall be laid off before any Employee in that classification employed under a continuing or permanent status is laid off.
 5. The affected Employee shall receive a written notice at least ten (10) days prior to the effective date of layoff. They shall be advised of the reason for the layoff, the effective date and a statement of their rights for reinstatement.
 6. For the classifications in which layoff occurs, the Employer shall prepare a recall list and the names of all Employees on probation shall be placed on the recall list in the reverse order of layoff. The names of all Employees employed in continuing or permanent status shall be placed on a separate recall list in reverse order of layoff. Recalls shall be made from this list before any new Employees are hired in the classification or any Employee is recalled from the probationary list. An Employee who is laid off will retain recall rights for a period of two years from the layoff date.
 7. Vacancies which occur in the classification of layoff shall be offered to or declined in writing by the Employee standing highest on the layoff list before the next person on the list may be considered. Any Employee who declines reinstatement shall be removed from the reinstatement list.
 8. The notice of reinstatement shall be made by certified mail to the last known address of the individual on layoff status. Unclaimed, refused or non-deliverable notices, as well as failure to respond within ten (10) calendar days from date of mailing shall constitute refusal of the vacancy.
- B. Any Employee affected by reduction in force or other layoff, shall have the right to bump an Employee with lesser seniority within the particular job classification. However, if no position is available within the job classification, then said affected Employee may bump his/her next previous position only, as long as the position is equal to or a lower paying position. An Employee may not bump to a position requiring a promotional examination unless that position was previously

held by the Employee seeking to bump. Any Employee displaced by bumping, shall have bumping rights throughout the classification series. Non-bargaining unit Employees may bump back into the unit in the event of a layoff, job abolishment or non-renewal, however, the bumping Employee may only bump the least senior Employee in a bargaining unit position previously held by the bumping non-unit Employee.

C. Employees recalled from layoff will be eligible for vacation on a pro-rata basis reflecting the days worked in their eligibility year. (formula)

18.10 CLASSIFICATION SERIES FOR LAY-OFF AND RECALL SHALL BE AS FOLLOWS:

Library Aides

Monitors

Material Resource Clerk

Secretary I - Lead High School, Lead Middle School, Lead Counseling, Lead Elementary

Secretary II - High School Secretary II and Middle School Secretary II

Para Professionals

18.11 EARLY RETIREMENT INCENTIVE

In years when the District closes a school building and such building is not rebuilt or replaced, the District will pay \$1,000 to any Employee eligible to retire who gives written notice of such irrevocable retirement to the Director of Human Resources by May 15. This will be in addition to the severance payment and incentive defined in Article 12.4.

18.12 NO CHILD LEFT BEHIND ACT EMPLOYMENT ISSUES

Pursuant to the No Child Left Behind Act, paraprofessionals must meet "highly qualified" requirements by January 2006. If it is determined by the Ohio Department of Education or the United States Department of Education that the Employer will lose funding if it employs paraprofessionals who do not meet the "highly qualified" requirements, all paraprofessionals who are not "highly qualified" according to NCLB by January 2006 will be subject to (1) an involuntary transfer to a position for which they are eligible; or (2) will be terminated. This determination will be made in the sole discretion of the Board or its designee.

For purposes of this Article, "Paraprofessional" is defined in accordance with the NCLB Act.

ARTICLE 19.
EVALUATION

19.1 The purpose of evaluation is:

- A. To assess a member's work performance.
- B. To help the member achieve greater effectiveness in performance of the work assignment and thereby improve the District's program.
- C. To assist in personnel decisions, including promotion, reassignments, transfer or disciplinary matters.

19.2 PROCEDURES FOR EVALUATION

- A. The evaluations of school year employees covered by this Agreement shall be completed no later than May 1 of each year. Employees will be evaluated each year. Once an employee has obtained a permanent contract, the employee's supervisor, in his or her sole discretion, may evaluate an employee once every 2 or 3 years. An employee will be evaluated unless the employee receives notice otherwise by October 15. An employee may present written comments which shall be attached to the written evaluation document. The evaluator and employee shall sign the evaluation document. The employee's signature does not constitute approval or disapproval, but only that the evaluation has been reviewed with the employee. The evaluation shall be reviewed in person with the employee if it reflects unsatisfactory performance.
- B. All meetings and conferences relating to an employee's evaluation shall be conducted by the employee's building principal, assistant principal, or supervisor.
- C. The parties recognize that the evaluation of an Employee is an on-going process, and deficiencies in an Employee's performance must be brought to the attention of the Employee, together with suggestions for improvement with follow-up by the evaluator. If the deficiencies persist, follow-up written correspondence will be received by the Employee to alert him/her of the continued deficiencies which could result in an unsatisfactory overall evaluation. At any stage of this process, the Employee may seek Union representation.

D. RESPONSE TO EVALUATION

While an evaluation is not grievable, the member shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the member's personnel file.

- E. The parties agree to jointly develop a new evaluation form during the 2014-2015 school year which shall be a standing item on the agenda for the LMC.

ARTICLE 20.
DISCIPLINE

In addition to the evaluation of the Employee, the Superintendent may issue a written reprimand, suspension without pay or termination of employment for just cause.

- A. Before the Employee has a written reprimand placed in his/her official personnel file, or before the Employee receives a suspension without pay or is terminated:
1. The Employee shall have a pre-disciplinary conference during which time the circumstances shall be explored. At this time the evidence of misconduct or poor performance will be reviewed with the Employee.
 2. Prior to the conference, the Employee shall be notified of the purpose of the conference and the right to representation.
- B. If the conference results in discipline, the reasons for the discipline shall be reduced to writing and given to the employee following the conference. The Employee shall have the right to attach his/her rebuttal to the disciplinary notice.
- C. Disciplinary conferences may be held either at the administration building or at the work site. The Employee shall receive at least two (2) days' notice of the conference.
- D. The conference shall precede the discipline as stated above except in extreme circumstances where removal from duties may need to precede such conference.
- E. As a form of disciplinary action, the Board may, upon the recommendation of the Superintendent, suspend an employee without pay for a period exceeding ten (10) days. The Superintendent, with or without Board approval, may issue a suspension without pay for up to ten (10) days.
- F. Should the pre-disciplinary, result in a decision to suspend the Employee without pay, or terminate the Employee, the employee retains the right to grieve said suspension or termination.

ARTICLE 21.
JOB DESCRIPTIONS

21.1 A copy of each job description will be posted on the District's website.

ARTICLE 22.
MISCELLANEOUS

22.1 PARAPROFESSIONALS

All medical procedures such as dispensing medications, catheterization, tube feeding, trach suctioning and aid for seizure - prone students are to be demonstrated/ explained to the paraprofessionals first by a nurse. Any handouts on the procedures are to be given to the paraprofessionals for future reference.

The District agrees to pay the \$20.00 application fee for any paraprofessional wishing to apply for the "ESEA Qualified" designation.

22.2 SECRETARIES

In elementary buildings that do not have three days or more of nursing services, Secretary I positions shall receive a 25¢ per hour supplemental wage for the administration of medications and other child related activities.

ARTICLE 23.
TUITION CREDIT

23.1

- A. The Board shall permit members of the bargaining unit, upon written request to the Director of Human Resources, to attend adult or evening classes conducted by the Middletown Board of Education which are not in conflict with work schedules, free of tuition, provided the Employee meets the eligibility requirements for enrollment and the course is related to the Employee's primary job duties. The Director of Human Resources must first approve the course as to the course's relationship to the primary job of the Employee.
- B. Employees taking work related coursework, including coursework toward a two-year associate degree or four-year bachelor's degree, are eligible for tuition reimbursement if such coursework is pre-approved by the Superintendent or his or her designee. Reimbursement eligibility shall not exceed \$1,000 per employee, nor total more than \$10,000 District-wide for any school year. Such approval by the Superintendent or his or her designee shall be on a first come-first served basis. The Superintendent's decision on pre-approving a course shall be final and not subject to the arbitration procedure of this Contract.

- C. Any employee who receives tuition reimbursement must agree to remain with the Middletown City School District for two years after the course(s) completion. Any Employee who fails to remain employed by the District for the required two-year period shall repay the full cost of the tuition reimbursement.
- 23.2 On a yearly basis, appropriate job related and/or required staff training for each classification for a minimum of four (4) hours consistent with the needs of the District will be provided. An advisory committee consisting of members from each party to this Agreement will be formed who will, if necessary, survey the Employees and Managers and make training recommendations to the Superintendent.

ARTICLE 24.
WAGES

- 24.1 Wages for unit Employees shall be paid in accordance with the salary schedules attached hereto as Exhibit 1 for school years 2014-15, 2015-16, and 2016-17, respectively.
- 24.2 Said schedules are intended to reflect the following:
- A. 2014-2015: 1% wage increase; no step increase
 - B. 2015-2016: 2% wage increase; no step increase
 - C. 2016-2017: 0% wage increase. Employees will resume moving through the District Step Schedule from their current position.
- 24.3 The Board of Education hereby agrees with the Union to the tax sheltered method of the pick-up of Employee contributions to SERS. The pick-up will include retirement benefits paid on all salaries and wages, including overtime.
- 24.4 Pays

Beginning with the 2015-2016 school year, all employees will automatically be on a 24 period pay plan.

All Employees shall be paid by direct deposit.

ARTICLE 25.
PERSONNEL FILE

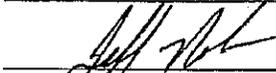
- 25.1 An Employee shall have the opportunity to read any material which may be considered critical of his/her conduct, service, character or personality before it is placed in his/her official personnel file and shall be dated the date of review. The official personnel file is defined as the file of the Director of Human Resources. There shall be only one personnel file maintained for each Employee by the Director of Human Resources. An Employee shall acknowledge that he/she has read the material by affixing his/her signature to the copy to be filed. His/her signature shall not indicate agreement with content of the material, but indicates only that the material has been inspected by the member. If, for any reason the Employee refuses to sign the document, said refusal shall be noted on the face of the document, together with the date of said refusal. He/she shall also have the opportunity to reply to such critical material in a written statement to be attached to the filed copy.
- 25.2 Anonymous letters or materials shall not be placed in an Employee's file nor shall they be made a matter of record. Each Employee shall have the right, upon request, to review the contents of his/her own personnel file in the presence of a member of the human resources staff. A representative of the Association may, at the member's request, accompany said member for such a review.
- 25.3 All materials being placed in the personnel file shall be dated on the date it is reviewed by the human resources office.
- 25.4 All materials contained in personnel files shall be privileged information and these files shall be closed except on a need-to-know basis. At no time nor under any circumstances will these confidential files be open to the public or contents revealed, except as required by law.
- 25.5 An Employee shall be entitled to a copy, at their cost, of any material in his/her file except material originally supplied to the District as confidential prior to employment.

ARTICLE 26.
DURATION

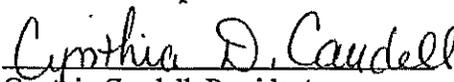
This Agreement shall become effective July 1, 2014 and shall continue until its expiration on June 30, 2017.

IN WITNESS WHEREOF, The Association and the Board have executed this Agreement this _____ day of November, 2014.

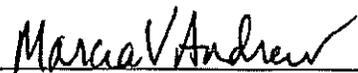
ASSOCIATION NEGOTIATING TEAM



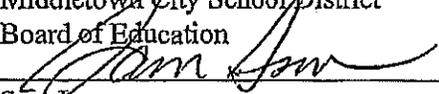
Jeff Nolasco,
Association Representative



Cynthia Caudell, President

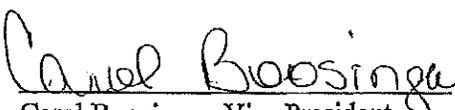


Marcia Andrew, President
Middletown City School District
Board of Education



Sam Ison
Superintendent of Schools

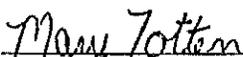
BOARD NEGOTIATING TEAM



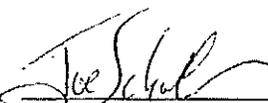
Carol Boosinger, Vice President



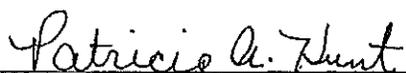
Randall R. Bertram, Treasurer



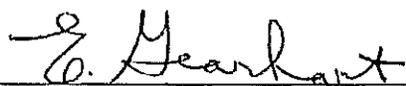
Mary Totten, Secretary



W. Joseph Scholler
Frost Brown Todd LLC, Attorneys



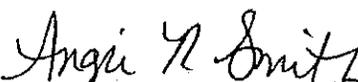
Patricia Hunt, Treasurer



Eric Gearhart,
Human Resources



Sharon Hauser



Angie N. Smith

Middletown City Schools
Classified Wage Schedule

Material Resource Clerk

<u>Step</u>	2014-15	2015-16	2016-17
1	\$14.15	\$14.43	\$14.43
2	\$14.51	\$14.80	\$14.80
3	\$14.90	\$15.20	\$15.20
4	\$15.31	\$15.61	\$15.61
5	\$15.70	\$16.02	\$16.02
6	\$16.12	\$16.44	\$16.44
7	\$16.55	\$16.88	\$16.88
8	\$16.99	\$17.33	\$17.33
9	\$17.44	\$17.79	\$17.79
10	\$17.90	\$18.26	\$18.26
15	\$18.38	\$18.75	\$18.75
25	\$18.87	\$19.25	\$19.25

Middletown City Schools
Classified Wage Schedule

Library Aides

<u>Step</u>	2014-15	2015-16	2016-17
1	\$12.99	\$13.25	\$13.25
2	\$13.34	\$13.61	\$13.61
3	\$13.71	\$13.98	\$13.98
4	\$14.08	\$14.36	\$14.36
5	\$14.47	\$14.76	\$14.76
6	\$14.86	\$15.16	\$15.16
7	\$15.26	\$15.57	\$15.57
8	\$15.68	\$15.99	\$15.99
9	\$16.12	\$16.44	\$16.44
10	\$16.55	\$16.88	\$16.88
15	\$17.00	\$17.34	\$17.34
25	\$17.46	\$17.81	\$17.81

Paraprofessionals

<u>Step</u>	2014-15	2015-16	2016-17
1	\$12.28	\$12.52	\$12.52
2	\$12.61	\$12.86	\$12.86
3	\$12.95	\$13.21	\$13.21
4	\$13.31	\$13.57	\$13.57
5	\$13.67	\$13.94	\$13.94
6	\$14.05	\$14.33	\$14.33
7	\$14.42	\$14.71	\$14.71
8	\$14.82	\$15.11	\$15.11
9	\$15.22	\$15.52	\$15.52
10	\$15.64	\$15.95	\$15.95
15	\$16.06	\$16.38	\$16.38
25	\$16.49	\$16.82	\$16.82

Positions in the Paraprofessionals category include:
Teacher aides, Lunch Aides and
Monitors.

**Middletown City Schools
Classified Wage Schedule**

Substitute / Part-time Employees

	2014-15	2015-16	2016-17
Library Aide	\$12.99	\$13.25	\$13.25
Paraprofessional	\$10.43	\$10.64	\$10.64
Secretary	\$11.37	\$11.60	\$11.60
Summer Rate (Effective June 1 of each year)	\$12.31	\$12.55	\$12.55

**Middletown City Schools
Secretarial/Clerical Wage Scale**

2014-2015 School Year

Step:	1	2	3	4	5	6	7	8	9	10	15	25
Receptionist	\$12.63	\$12.97	\$13.31	\$13.69	\$14.06	\$14.44	\$14.83	\$15.23	\$15.65	\$16.08	\$16.53	\$16.98
Secretary II	\$13.35	\$13.72	\$14.09	\$14.48	\$14.87	\$15.27	\$15.69	\$16.13	\$16.56	\$17.02	\$17.47	\$17.96
Secretary I	\$13.91	\$14.29	\$14.66	\$15.06	\$15.46	\$15.88	\$16.30	\$16.75	\$17.19	\$17.66	\$18.13	\$18.63

2015-2016 School Year

Step:	1	2	3	4	5	6	7	8	9	10	15	25
Receptionist	\$12.88	\$13.23	\$13.58	\$13.96	\$14.34	\$14.73	\$15.13	\$15.54	\$15.96	\$16.40	\$16.86	\$17.32
Secretary II	\$13.62	\$13.99	\$14.37	\$14.77	\$15.17	\$15.58	\$16.00	\$16.45	\$16.89	\$17.36	\$17.82	\$18.32
Secretary I	\$14.18	\$14.58	\$14.96	\$15.36	\$15.77	\$16.20	\$16.63	\$17.08	\$17.54	\$18.01	\$18.50	\$19.00

2016-2017 School Year

Step:	1	2	3	4	5	6	7	8	9	10	15	25
Receptionist	\$12.88	\$13.23	\$13.58	\$13.96	\$14.34	\$14.73	\$15.13	\$15.54	\$15.96	\$16.40	\$16.86	\$17.32
Secretary II	\$13.62	\$13.99	\$14.37	\$14.77	\$15.17	\$15.58	\$16.00	\$16.45	\$16.89	\$17.36	\$17.82	\$18.32
Secretary I	\$14.18	\$14.58	\$14.96	\$15.36	\$15.77	\$16.20	\$16.63	\$17.08	\$17.54	\$18.01	\$18.50	\$19.00

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