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Negotiated Agreement

Between the

Miami East Board of Education

And The

Miami East Association of Support Professionals

Miami County

July 1, 2015

To

June 30, 2019

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Article 1 - Preamble

1.01 Preamble

This agreement is made by and between the Miami East Local School District Board of Education, hereinafter referred to as the "Board" and the Miami East Association of Support Professionals (MEASP), an affiliate of OEA/NEA and hereinafter collectively referred to as the "Association." This Agreement is made in consideration of the respective rights, obligations and liabilities of the respective parties.

1.02 Recognition

A. The Association shall be the sole and exclusive representative of employees covered hereunder for the purpose of collective bargaining as defined in Chapter 4117 of the Ohio Revised Code.

B. The bargaining unit shall include all classified employees currently employed or to be employed as indicated below and shall exclude management level employees and others as indicated below:

Included: Bus drivers, secretaries, aides, cooks, custodians, librarian aides, technology facilitators, technical support specialists, head cooks, assistant cooks, special education aides, study hall aides, transportation coordinator, and cashier-lunchroom.

Excluded: Administrative secretary, assistant treasurer, clerk-cashier, maintenance supervisor, all supervisory, confidential and management level employees, and all other employees.

Article 2 - Board Rights

2.01 Board Rights

Except as otherwise expressly provided in this agreement, the Board reserves and retains solely and exclusively all of its rights pursuant to and consistent with applicable state and federal laws as further defined below:

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

- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the employer as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the public employer as a Governmental unit.

2.02 Exercise of Board Rights

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof shall be limited only by the specific and expressed terms of this Agreement.

Article 3 - Association Rights

3.01 Employee Information

Upon request, the Board shall provide the Association with the names, addresses, telephone numbers, building assignments, if any, classification, the years of service credit with the District, and rates of pay for all employees covered hereunder.

3.02 Communication with Employees

The Association shall have access to a designated bulletin board at each work site, employee email and regular mailboxes and other facilities where mail is received and the use of the employer's mail distribution systems.

3.03 Association Leave

The Association shall be granted up to three (3) days per year for Association activities.

3.04 Dues (MEASP, WOE, OEA, NEA)

- A. The Board will deduct uniform membership dues during the school year on the basis of individually signed voluntary deduction authorization forms. Payroll deductions for uniform membership dues shall be continuous and remain in effect unless revoked in writing to the Association President and the District Treasurer. If the dues deduction is not revoked, it shall remain in effect for the entire school year and continue from school year to school year. It is understood that such authorization may be revoked by said employee only upon the giving of written notice to the Board and the Association. The Association shall furnish to the Board each school year at least one week prior to the date of the first check in October, a list of its members who have authorized payroll deductions and the amount to be deducted by the Board.
- B. The initial deduction will be taken from the first payroll check in October and will be taken for twenty-two (22) consecutive pay periods.
- C. New employees hired after the initial dues deduction period shall have the remainder of the appropriate amount of dues deducted in equal amounts over the remaining pay periods effective the following month consistent with payroll time and procedures. Such deductions will commence upon notification to the Treasurer by the Association of the amount of dues to be collected. Such application must be received within sixty (60) calendar days of hire. The Association, if necessary, will provide to the Treasurer updated lists with adjustments to membership and or amount of dues to be deducted.

3.05 OEA - FCPE

Provided ten (10) staff members participate, employees may designate to the Treasurer the amount to be deducted and transmitted to either a political party, specific candidate, or an employees' political action committee (OEA-FCPE, NEA-PAC). Deductions shall be in equal amounts from each paycheck.

3.06 Use of Board Facilities

The Association, with notification to the building administrator, may use Board facilities for the purpose of conducting meetings of Association members provided such use of facilities does not conflict with the conduct of the Board's business.

3.07 Board Agenda

The Association President, not later than the day prior to a regular or special Board meeting, shall be provided with a copy of the Board agenda.

Article 4 - Negotiations

4.01 Presentation of Items

Items proposed for negotiations shall be submitted by the president of the Association to the Superintendent and by the Superintendent to the President of the Association two (2) weeks prior to the first meeting.

4.02 Negotiations Meetings

- A. Meetings will begin between ninety (90) to one hundred twenty (120) days prior to the expiration of this contract.
- B. The parties shall meet at a time and place as mutually agreed upon for the first negotiation meeting.

4.03 Negotiation Teams

- A. Each team shall designate a spokesperson. All negotiations shall be conducted exclusively by the said teams.
- B. Either party may call upon professional and lay consultants (in addition to their representatives) to present testimony and facts concerning matters under discussion. Up to two (2) consultants may be used by each of the parties in any negotiation session. The cost of such consultants shall be borne by the party requesting their services. The party using a consultant shall provide notice of the fact one day prior to the meeting naming the person who will make the presentation and the subject of the same.
- C. While no final agreement shall be executed without ratification by the Association and the adoption by the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make and consider proposals and counter proposals; so as to reach agreement.

4.04 Information

The designated representatives of the Board and the Association agree to make available to each other upon reasonable request and in reasonable time, all available public information pertinent to the matter or matters then under negotiation.

4.05 Caucus

Either team may call for a caucus at any time. A caucus shall not be for longer than thirty (30) minutes unless an extension is mutually agreeable to both parties.

4.06 Item Agreement

As items receive tentative agreement, they shall be reduced to writing and signed by each party.

4.07 Agreement

- A. When tentative agreement is reached through negotiation, the outcome will be reduced to writing, signed by the spokesperson of each negotiations team and submitted to the Association's membership with a recommendation for acceptance by the Association's bargaining team and to the Board for its consideration with a recommendation for acceptance by its team.
- B. The ratification vote by the Association's membership shall be communicated to the Board by the President of the Association in writing. Upon receipt of written notification that the Association has ratified the tentative agreement, the Board shall meet no later than the next scheduled Board of Education meeting to consider the approval of the tentative agreement and notify this Association of their decision.

4.08 Impasse

In the event of impasse, either party may call for the services of the federal mediation and conciliation service (FMCS) to assist in negotiations. If a party calls for FMCS involvement, the other party shall join in the request. If no agreement has been reached and, in the case of negotiations for a successor agreement, the preceding contract has expired, the employees in the bargaining unit shall have the right to strike provided that the Association has given ten (10) working days' notice of an Intent to Strike to the Board and the State Employment Relations Board as required by Ohio Revised Code 4417.14, and further provided that the Association has submitted the Board's final offer to a vote of the membership.

Article 5 - Working Conditions

5.01 Job Descriptions

- A. A committee composed of one (1) MEASP representative appointed by the Association and one (1) administrator appointed by the Superintendent will examine the present job descriptions. Any recommended changes would be mutually agreed upon by the committee and become part of this negotiated agreement as of January 1, 2006.
- B. Interim Modifications to Job Descriptions
 - 1. When initiated by Administration prior to the job description changes, the following will occur:

- a. All changes will be given to the Association President seven (7) work days prior to change
 - b. The Association may request input/discussion on job description changes
 - c. Affected individuals will meet with the supervisor(s) prior to the description changes
 - d. The Association President shall have all job descriptions and a complete list will be kept in all school offices
 - e. Emergency changes can be made by the Superintendent due to catastrophic events
2. When the Association requests a review of job description, the following will occur:
- a. Suggested changes will be given to the Superintendent
 - b. Affected employees will meet with the Superintendent and Association President to review suggested changes
 - c. Disposition of the review will be given, in writing, to the Association President within thirty (30) days of the review.

5.02 Evaluations

- A. The purpose of the evaluation is:
 1. To assess an employee's work performance.
 2. To help the employee to achieve greater effectiveness in performance of the work assignment and thereby improve the district's program.
- B. Evaluations may be conducted annually.
- C. Conclusion of the review;

The evaluator and employee shall sign and date the evaluation document. The employee's signature does not constitute approval or disapproval, but only that the evaluation has been reviewed with the employee.
- D. Primary evaluator shall be the employee's immediate supervisor, who shall not be a member of the bargaining unit.

- E. The parties recognize that the evaluation of an employee is an on-going process, and deficiencies in an employee's performance shall be brought to the attention of the employee, together with suggestions for improvement, when it is determined that an employee's performance is deficient.

Recommendations for employee improvement will be provided within the written evaluation. Opportunities to improve these deficiencies will be provided by the supervisor.

- F. At the supervisor's discretion, if deficiencies are listed within the final evaluation, a conference with the staff member and supervisor will be held. This meeting will take place during the first thirty days of the next school year to review previously discussed recommendations and/or deficiencies.

- G. Response to Evaluation

The employee 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 employee's personnel file. A copy signed and dated by both parties shall be retained by the employee.

5.03 Progressive Discipline/Disciplinary Action Leading to Termination

- A. No employee under contract shall be disciplined except for just cause. All violations are cumulative.
- B. Disciplinary action shall include:
 - 1. Verbal Reprimand - Verbal warning to the employee in a conference with the immediate supervisor.
 - 2. Written Reprimand - May be placed in personnel file, signed/dated copy to employee after conference with immediate supervisor.
 - 3. Disciplinary Suspension Without Pay - not to exceed three (3) days by Superintendent or not to exceed five (5) days by Board.
 - 4. Contract Termination - following "Loudermill" and ORC 3319.081.

The principles of progressive discipline shall be applied where appropriate and shall take into account the nature of the violation, the employee's record of discipline, and/or the employee's work performance and conduct.

- C. At any time a supervisor holds a disciplinary hearing, the affected employee shall be given notice of a right to be represented at the disciplinary hearing.

- D. It shall not be deemed a disciplinary action when a probationary employee is returned to his/her former classification prior to the expiration of the probationary period.
- E. The procedure for a disciplinary action is subject to the grievance procedure as set forth in this agreement.

5.04 Employee Personnel File

A. File Location

A personnel file for each employee shall be maintained in the office of the Superintendent. This shall be considered a confidential file and the only official file of recorded information on employee's maintained by the Board and Administration.

B. Access to file

1. Individual employees and/or designee shall have access to their personnel file upon written request. Requests of employees to have access to their personnel file shall be handled by the Superintendent.
2. Individuals other than the Superintendent's secretary, treasurer's office staff, administrators, and Board members who request access to an employee's personnel file shall leave their name and phone number to schedule an appointment, giving at least two (2) working days' notice. The Superintendent or his/her designee shall contact the individual to schedule the appointment, after giving the employee whose file is to be read one (1) working days' notice of said file review. An employee's file may only be reviewed by an individual from the public in the presence of the Superintendent or his/her designee.

C. Entry Identification

Except for materials listed below, information placed in the employee's personnel file shall include the date of entry and initials of the employee and the administrator placing the material in the file.

1. Letters of request by employee for consideration for a vacancy, transfer of position, leave of absence, or other special requests.
2. Copies of leave request forms processed by the employee and administration.
3. Signature or initial of employee

The employee's initials or signature will not indicate agreement with the content of the material, but indicates only that the material has been

inspected by the employee. He/she has the opportunity to reply to any critical material in a written statement to be attached to the file copy within twenty (20) working days of said file entry.

D. Entry of Commendation Materials by Employee

Copies of letters of commendation or merit that are job related will be placed in the employee's file upon the employee's or administrator's

E. Complaints about an Employee

Except as required by the Ohio Revised Code, prior to any action by the administrator or Superintendent, the employee will be granted the opportunity to settle and/or rebut any complaint. Only complaints that have been referred to the employee for his/her attention and have been investigated and found valid by the Superintendent shall be included as a matter of record.

F. Removal of Materials in File

Information in the personnel file may be removed upon mutual agreement of the employee and the administrator making the entry or the Superintendent.

G. Exceptions

Nothing in this clause limits administrators from keeping any records it deems appropriate as long as the use of such materials follows the procedures outlined in this article.

H. Anonymous Letters/Information

Anonymous letters, information or materials shall not be placed in an employee's file nor shall they be made in any way a matter of record.

I. Copies of Materials

An employee will be entitled to a copy of any material in his/her file and provided with a copy upon request.

5.05 Break Time

All employees, excluding bus drivers and bus aides, in the bargaining unit who are scheduled to work more than three (3) hours but up to and including six (6) hours per day shall be entitled to one (1) fifteen (15) minute break. Employees in the unit scheduled to work more than six (6) hours per day shall be entitled to two (2) fifteen (15) minute breaks per day. No break may be taken in the first hour of the

workday or last hour and shall, likewise, not be taken in the hour preceding or following a lunch break unless it is approved by the appropriate supervisor.

5.06 Holidays

A. Employees shall receive the following paid holidays on the date designated by the Board:

1. Twelve-or Eleven-Month Employees

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

2. Less than Eleven-Month Employees:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Thanksgiving Day
President's Day	Christmas Day
Memorial Day	

B. In order to qualify for pay for holidays not worked, an employee must work the scheduled workday before and the scheduled workday after the holiday unless his/her absence is excused because of vacation, injury or illness, or other excused absence.

C. Employees who work on holidays shall receive their regular pay for the time worked on the holidays. This shall be in addition to the pay for the holiday.

5.07 Vacations

A. Vacations shall be granted to eleven (11) and twelve (12) month employees as set forth below:

After one (1) year of service with the Board	10 work days
After ten (10) years of service with the Board	15 work days
After eighteen (18) years of service with the Board	20 work days

B. Calamity days that occur during vacation days off shall not be charged against the employee's vacation credit.

C. Vacation requests must be submitted in writing at least one(1) week prior to taking vacation leave. Such requests must be submitted to the employee's supervisor for approval. Any request to take such leave during the term of the student year must be approved by the Superintendent or his/her designee.

- D. No more than five (5) vacation days may be carried from year to year.
- E. Vacation days may be taken in one-half (1/2) day increments and pay for any day or part thereof off shall be based on a proration of an employee's per diem rate at the time the vacation is taken.
- F. Upon separation from employment, an employee shall be paid for any earned and unused vacation time to his/her credit.

5.08 Calamity Days

- A. In the event the Superintendent or his/her designated person closes schools because of a public calamity, employees shall not be required to work, except those employees designated to be necessary by their building administrator. Those employees called upon to be necessary shall perform only minimal work duties within their job classifications, due to the circumstances of the closing.
- B. Payment will be at the normal rate of pay for those hours worked. In addition, employees will be paid for their normal rate of pay for a regular working day, limited to state allotted minimum number of instructional hours.
- C. In the event the school year falls below the minimum number of instructional hours employees would be requested to fulfill the work requirements as set forth in their employment contracts.
- D. If an employee is scheduled to work and the travel conditions are questionable, the employee will contact the Superintendent. If mutually agreed and the employee does not need to report to work, the employee shall be paid for the day. The Superintendent's decision is not subject to grievance.
- E. If during one (1) or two (2) hour delay, employees are caused to have their work day canceled or shortened, the employee shall receive his/her normal pay for that day regardless of hours worked.

5.09 Administration of Medicine

Medication will be administered in accordance with state law and Miami East District's policy and administrative guidelines. Liability for administering medication is covered by the district's liability coverage.

5.10 Drug/Tobacco/Alcohol Free Workplace

- A. The Board and the Association believe that quality performance by an employee is not possible in an environment of illegal drug use, use of

tobacco products, and/or abuse of alcoholic beverages. The Board and Association will seek to establish and maintain a drug/alcohol free educational setting in full compliance with federal, state and local laws including the Drug-Free Workplace Act and the Drug-Free Schools and Communities Act.

- B. In compliance with those laws, the Board prohibits the manufacture, distribution, dispensation, possession or use of alcoholic beverages and/or controlled substances (illegal drugs) by any employee during work hours, on Board premises, or at any activity or function sponsored by or related to employment with the Board. "Controlled substance" refers to drugs subject to federal or state regulation, making their manufacture, distribution, dispensation, possession or use is a crime. Medications used as prescribed by a treating physician or dentist are excluded. As a condition of employment, each employee shall be required to notify his or her supervisor of any conviction of a criminal drug statute for a violation occurring during work hours, on Board premises, or at any activity or function sponsored by or related to employment with the Board. Such reports must be made not later than five days after such conviction. Any employee who violates the terms of this provision shall be subject to disciplinary action in accordance with local, state, and federal laws, up to and including termination of employment. A disciplinary action may include the completion of an appropriate rehabilitation program.
- C. The Superintendent shall, in consultation with the Association, establish whatever programs and procedures are necessary to meet federal certification requirements for compliance with the Drug-Free Workplace Act and the Drug-Free Schools and Communities Act, but which also comply with and do not interfere with this Agreement.

5.11 Non-Discrimination

- A. The parties hereto agree that neither the Board nor the Association shall illegally discriminate against an employee covered hereunder because of his/her membership or non-membership in the Association or his/her activities here prescribed.
- B. The Board, the Association, and each employee will cooperate fully with all applicable laws, forbidding discrimination on account of race, color, creed, age, religion, handicap, sex, or political affiliation.

5.12 Harassment, Intimidation, or Bullying

- A. "Harassment, Intimidation, or Bullying" means any intentional written, verbal, graphic, or physical act that a student or group of students exhibits toward school personnel which:
 - 1. causes mental or physical harm and;

2. is sufficiently severe, persistent, or pervasive to create an intimidating, threatening, or abusive educational environment.

This also means electronically transmitted acts i.e., internet, cell phone, personal digital assistance, or wireless hand-held devices. Specific examples of threatening or harassing conduct can be referenced in Administrative Guidelines 5517.01.

- B. Procedures for reporting complaints of threats or harassments can be found in the Administrative Guidelines for bullying and other forms of aggressive behavior, Section 5517.01. Actions taken will follow the aforementioned guidelines, ORC, and/or Student Code of Conduct.
- C. Nothing in this contract shall prohibit a staff member from filing criminal charges personally.

For additional information refer to Board Policy 3362.

5.13 School Calendar

- A. Prior to November 15th, the Association will notify the Superintendent of the members of the calendar committee. The Superintendent shall meet with up to two (2) representatives of the Classified Association along with members of the Certified Association prior to January 7th.

ARTICLE 6 - Leave

6.01 Sick Leave

- A. Each regular employee of the Board shall be entitled to sick leave credit of one and one-fourth (1 1/4) work days with pay for each completed month of service. The maximum accumulation per year shall be fifteen (15) days. The maximum accumulated sick leave for any employee shall be three hundred (300) days. Use of 1/2 days is allowed.

Staff members working in two classifications as a morning driver, afternoon driver and in the cafeteria, during the same day, may use any leave of absence in 1/3 day increments. Payment for such leave will be paid at the appropriate rate of pay of the position at the time of leave.

- B. Each employee shall be entitled to five (5) days of sick leave at the beginning of each school year regardless of whether that amount has accumulated. However, these five (5) days shall constitute part of the total days for which such employee is eligible during the year.
- C. Any employee who transfers from one public agency within the State of Ohio to another shall be credited with the amount of sick leave that has

accumulated to his/her credit, to the maximum allowed in this Collective Bargaining Agreement.

- D. An employee who has been granted a leave of absence shall retain his/her accumulated sick leave when he/she returns to the employ of the Board.
- E. The Board and employees shall have whatever rights, duties, discretion, and responsibilities as are set forth in the Family Medical Leave Act (FMLA) of 1993 (29 U.S.C. Sec. 2601, et seq.) as is or may be amended.
- F. Employees may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, or injury or death in the employee's immediate family. Immediate family is defined as spouse, children, step-children, mother, father, sister, brother, mother-in-law, father-in-law, and grandparents, and other relatives residing in the employee's household. Sick leave may be used for grandchildren in situations of serious health conditions¹ or death.
- G. If at any time during the use of sick leave, the Superintendent is of the opinion that such employee is unable to perform the duties of his/her position, the Superintendent may request such employee to furnish a certificate in writing by a physician that such employee is physically and/or mentally able or unable to perform the duties of his/her position.

6.02 Bereavement Leave

- A. Employees may use sick leave for a death in the employee's immediate family. Immediate family is defined as spouse, children, step-children, son-in-law, daughter-in-law, mother, father, sister, brother, mother-in-law, father-in-law, and grandparents, and other relatives residing in the employee's household, plus grandchildren. An employee may use up to ten (10) sick leave days, and may make arrangements with his/her supervisor for additional days on a case by case basis.

6.03 Maternity Leave

- A. Leave rights

Classified personnel may use sick leave for absence for adoption or due to disability caused or contributed to by pregnancy, miscarriage, abortion, child-birth, and recovery there from (hereinafter collectively referred to as maternity). Maternity leave may be used in lieu of sick leave when the employee has exhausted sick leave, or when the employee has determined that a transfer from sick leave to unpaid maternity leave is necessary. Such leave shall not exceed 12 work weeks in any 12 month period, if desired.

¹ Serious Health Condition see Glossary of Terms

B. Application for leave

Application for maternity leave shall be in writing to the Superintendent not later than thirty (30) days prior to the anticipated leave date.

C. 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 insurance for hospitalization, surgical benefits and major medical. The employee shall pay in advance each month the full amount of the monthly group plan premium of such coverage to the treasurer or to an agency directed by the treasurer. An overpayment of premium shall be refunded to the employee upon termination of leave. No other compensation or fringe benefits shall be provided or accrue during unpaid maternity or unpaid child care leave.

D. Reinstatement rights

Upon returning to service at the expiration of a leave of absence, the employee resumes the status/position which he/she held prior to the leave.

E. Child care leave

Maternity leave shall apply to the care of a child up to one (1) year from birth, adoption or foster placement, and the care of a child with a serious health condition by the father or mother.

6.04 Sick Leave Bank

- A. A sick leave bank has been created and will be implemented as necessary.
- B. Donations of one to five (1 - 5) days per classified employee per year will be received on a voluntary basis. Eligibility to donate will occur only when the individual has an accumulated balance of sixty (60) sick leave days. Days contributed to the sick leave bank are non-returnable. When the bank drops to twenty five (25) days, employees will be notified of the need for more donations.
- C. Requests for use of donated sick leave under this program will be limited to catastrophic or serious illness or injuries of the employee or family as defined in Article XVIII, Section F. "Catastrophic" is intended to mean a life threatening illness or injury. "Serious illness or injury" is intended to mean an illness or injury that is not life threatening, but one which requires inpatient hospitalization or confinement to home on doctor's orders.
- D. The sick leave bank will be used only for absences under the individual's normal contract. In order to be eligible for a donation of sick leave days, the

employee must have used all of his/her accumulated sick leave days and all possible advances of sick leave days.

- E. An employee who receives workers' compensation disability or other paid leave will not be eligible for receipt of donated sick leave.
- F. An employee requesting use of donated sick leave will submit an application that will include, but is not limited to, the following information:
 - 1. Description of illness/injury
 - 2. Physician's statement as to the condition and need for additional leave
 - 3. Projected date of return to duty
 - 4. Explanations of previous sick leave usage
 - 5. Other pertinent information that can facilitate the determination as to whether or not such leave may be donated to the applicant.
- G. The employee will not be granted more than twenty-five (25) days per request. Multiple requests will be considered.
- H. The determination of eligibility for use of donated sick leave days will be made by the Superintendent (or designee) and the Association President (or designee). The decision is final and will not be subject to grievance or other action. Appeals may be made if new or additional medical information is available.

6.05 Personal Leave

- A. The Board recognizes the need for personal leave due to emergencies of personal business which cannot be handled outside the normal work day. The conditions governing such leave are as follows:
- B. Days Allowed
 - 1. three (3) days of personal leave per year or that portion of a full day that the employee works shall be allowed to all employees who qualify.
 - 2. Use of one-half (1/2) days is allowed.
 - 3. Unused personal leave shall accumulate to a maximum of five (5) days.
- C. Eligibility
 - 1. All bargaining unit members under contract are eligible for personal leave.

2. Employees hired within the first nine (9) weeks shall receive three (3) personal leave days. One day of personal leave will be earned each semester, if hired after the first nine (9) weeks of school.

D. Restrictions

1. Personal leave may not be taken the day before or the day after a holiday or vacation, except with Superintendent's approval.
2. If the total number of requests in a particular building exceeds one-fourth (1/4) of the bargaining unit in that building (or in the case of bus drivers, in that classification), requests will be granted on the basis of seniority.

E. Procedure

1. Requests are to be made three (3) school days in advance unless an emergency exists.
2. Requests for personal leave shall be made in writing on the prescribed form available from the applicable Supervisor and as Attachment A of this contract. Three (3) copies shall be submitted to the applicable Supervisor. One (1) copy will be returned to the employee the day before requested leave indicating disposition of the request for personal leave.
3. Personal leave of an emergency nature may be made on shorter notice via the Request for Personal Leave form or by telephone call to the Superintendent, if necessary. If notification is made by telephone, the forms will be completed when the employee returns to work.

F. Violation

In the event an employee is proven to have violated the personal leave policy, that employee may be docked a day's pay for each such occurrence. Ohio Revised Code 124.386 defines personal leave as "mandatory court appearances, legal or business matters, family emergencies, unusual family obligations, medical appointments, wedding, or religious holidays..." Examples of inappropriate uses of personal leave include, but are not limited to the following: vacations, shopping, sporting events, or entertainment, unless the Superintendent has approved said leave. Repeated violations shall be considered grounds for further disciplinary action, which may include dismissal.

6.06 Professional Leave

- A. Purpose - All employees shall be provided opportunities for the development of increased competence beyond that which they may attain

through the performance of their assigned duties through attendance at professional seminars, workshops, training or conferences.

- B. Definition - for purposes of this policy, a professional leave shall be defined as a conference, workshop, seminars or training through which direct value can be derived for the person in attendance for use in the performance of district duties.
- C. Authority - Employees shall be excused from the performance of their duties and shall receive compensation during the days they are excused, for attendance at professional conferences, workshops, seminars or training involving other personnel from the District, county, state, region, or nation.
- D. Responsibility - The following conditions must be met for an employee attending a professional conference:
 - 1. All requests to attend professional conferences shall be made to the Superintendent fifteen (15) working days in advance of the conference for which approval to attend is sought and necessary forms completed.
 - 2. Final determination of appropriateness and authority to grant permission for attendance at a conference will rest with the Superintendent. Verification of permission or denial will be given to the employee(s) three (3) working days in advance of meeting.
 - 3. The Superintendent has the authority when he/she considers the conference to be of sufficient importance, to request representation from the staff to attend a conference.
 - 4. The professional leave must be related to the work of the employee.
 - 5. The Board may provide for substitute personnel in the case of a conference attendance by employees.
 - 6. All requests for out-of-state professional leave will require approval in advance by the Board.
 - 7. Anyone requesting to attend a professional conference at personal expense shall submit a request and secure the approval of the Superintendent.
 - 8. Upon approval of the Superintendent, reimbursement for professional development will be paid in accordance with Board policy.
 - 9. See Attachment G for additional information on process, procedure, and proper forms.

6.07 Long Term Leave of Absence

- A. upon the written request of an employee, the Board may grant a leave of absence for a period of not more than two (2) consecutive school years for education, professional, or other purposes, and shall grant such leave where illness, maternity, or other disability is the reason for the request.
- B. Upon the return to service of an employee at the expiration of a leave of absence, he/she shall resume the contract status which he/she held prior to such leave.
- C. Request for leave must be in writing and should be submitted thirty (30) days prior to the start of the leave.
- D. Leave time shall not be used in calculation of salary increments.
- E. An employee on leave shall retain any unused accumulated sick leave, but will not earn additional sick leave until return to service.
- F. An employee on leave may elect to continue fringe benefits in effect at the time of commencement of the leave, provided said employee pays the Board at least seven (7) days prior to the date the Board payment must be made. Responsibility for arrangements with the Treasurer of the Board for continuation of the fringe benefits and for proper reimbursement shall lie with the employee.
- G. An individual on a long-term leave of absence may return to service upon presenting a written request to the Superintendent. Such returning employee may be required to submit a written certification from his/her physician that such employee is physically and/or mentally able to perform the duties of his/her position. All requests to return from such leave should be made at least thirty (30) days in advance of the date the employee wishes to return to work. Returns from such leave shall only be granted at the beginning of a grading period, unless otherwise approved by the Superintendent or his/her designee.

6.08 Assault Leave

- A. Upon approval of the Superintendent, assault leave of up to thirty (30) calendar days may be granted to employees. Any approved leave that exceeds three (3) workdays will be granted only after the need for such leave is verified by a licensed medical doctor.
- B. Assault leave is not to be charged against sick leave. An employee absent due to disability resulting from an assault on such employee, which occurred on school grounds during school hours or in attendance at school sponsored functions, shall be eligible for assault leave.

6.09 Jury Duty

- A. The Board will pay employees their regular pay and the pay received by him/her for serving as a juror shall be submitted within five (5) work days to the Treasurer, with any mileage charge deducted from the court paid monies by the employee. Except as provided herein, employees receiving notice of jury duty shall immediately advise the Superintendent of such, and thereafter shall be granted a leave of absence without loss of pay or benefits for the duration of such leave.
- B. In the event an employee appears as a witness on behalf of the Board or in a school-related matter when the employee is subpoenaed and the Board is not a party to the action, the employee shall not lose pay for the appearance time. All subpoenaed employees shall immediately advise the Superintendent of the receipt of any subpoena.

6.10 Military Leave

In accordance with the provisions of Section 3319.085 of the Ohio Revised Code, military leave of absence will be granted to any member of the staff who is drafted or recalled to active duty with any branch of the Armed Services of the United States. Such leave will also be awarded to any member of the Ohio National Guard who is called to be deployed for active duty. Upon return to school employment, credit will be given for seniority and on the salary schedule for military service up to a maximum of four (4) years.

ARTICLE 7 - Vacancies/Transfers/Reduction in Force

7.01 Vacancies

- A. A vacancy is defined as any newly created position or any open bargaining unit position resulting from the resignation, termination, retirement or death of an employee which the Board decides to fill.
- B. A vacancy shall be posted and filled within thirty (30) days of the date on which the Board takes an action that creates a vacancy. If the vacancy occurs after April 1st or during the last 9 weeks of the school year, a substitute may be used until the end of the individual's contract year.
- C. Whenever a vacancy occurs during the school year, it shall be posted for a minimum of seven (7) working days on all Association bulletin boards.
- D. A notice indicating the existence of a vacancy shall be posted on appropriate building bulletin boards. Such notice shall indicate the classification, location, number of hours, and rates of pay. A copy of the job description shall be made available upon request.

- E. When a vacancy occurs (excluding bus drivers), and the hours of work potentially could be reduced, a joint conference between the district and the association will occur. Any changes to a position in accordance with the job descriptions will be made prior to the posting. All jobs will be granted as posted.
- F. Whenever a vacancy occurs during the summer months the Administration shall post the notice on each Association bulletin board and all work sites and shall issue notices in paycheck envelopes to those employees requesting postings on the District intent form. Such positions shall be posted for ten (10) working days in June and July and five (5) working days in August. Any staff interested in a vacancy shall notify the Superintendent on or before the closing date of the posting.
- G. Notification as to whether an applicant has been selected or not selected for a vacancy will be given prior to the posting of another position in that classification. In the case of a posting which does not create a situation when additional posting(s) would be required, written notification will be given within five (5) working days.
- H. Nothing herein shall limit the right of the Board to temporarily fill vacancies until such times as an acceptable permanent replacement can be secured.

7.02 Seniority

- A. Seniority as used herein shall be defined as follows:
 - 1. District Seniority is over all seniority in the District. District Seniority shall be defined as the continuous employment² with the Board as computed from the employee's date of hire. Non-renewal and subsequent rehiring during the next school year will constitute continuous employment.
 - 2. Classification Seniority is length of service in a particular classification. Classification seniority shall be defined as the length of service in a particular classification as computed from the employee's entry into that classification. An employee may hold classification seniority in more than one classification.
- B. Seniority shall be determined by:
 - 1. The date or retro-active date of hire by the Board.
 - 2. If the date of hire is the same, the employee with the greatest last four digits of their social security number will be deemed the most senior.

² Continuous Employee see Glossary of Terms

3. Lot.
- C. In order to obtain one (1) year of seniority, an employee must be in an active paid status³ for at least 120 workdays in the school year.
- D. Unpaid leave of absence shall not constitute an interruption in continuous service. However, the time that the employee was on such unpaid leave will not be counted in total years of service in determining seniority rights.
- E. No classified employee will lose district seniority by changing his/her classification.

If an employee has qualifying time in one classification and moves to a different classification, the employee still continues to accumulate District Seniority while accumulating seniority in the different classification.
- F. New employees shall be employed and contracted with pursuant to ORC Section 3319.081.
- G. All employees shall be placed on a seniority list in the following manner:
 1. All employees on continuing contracts have seniority over employees on limited contracts.
 2. Employees shall be listed in decreasing seniority with the most senior employee first on the list.
 3. The list shall include employee name, month/date/year of hire, current classification, any previous classification(s), contract status, and current position held.
 4. A printed copy of the list will be provided to the Association President no later than October 1 of each year.

7.03 Reduction-In-Force (RIF)

Whenever any regular non-teaching position is abolished, or in the opinion of the Board of Education, made unnecessary or the person holding such position is laid off, the following shall apply.

- A. The Superintendent shall recommend any suspension of contract to the Board within each active classification affected by giving preference to employees on continuing contracts and second preference to employees who have greater District Seniority.

³ Active Pay Status see Glossary of Terms

- B. Before implementing a reduction in force, the Board shall give written notice to the Association, through its president, of its intent to affect a reduction in force. Within no less than twenty (20) working days of receiving said notice and prior to any Board action, the Association shall be given opportunity to address the Board in an open meeting for the purpose of presenting both orally and in writing, its views on the proposed reduction in force.
- C. Any employee whose contract will be suspended due to RIF may elect to displace or “bump” the least senior employee by displacing the least senior employee in any classification.
 - 1. “Bumping” process begins with the staff member being RIF’d that has the most District Seniority.
 - 2. Employee must meet minimum qualifications according to job description for position(s) being offered.
 - 3. Prior qualifications will be considered for position(s) being offered.
 - 4. When offered a position the RIF’d staff member has seven (7) days to accept position, or language on 7.03 (Section F and G) begins.
 - 5. Superintendent makes final decision.
- D. When an employee changes classification because of RIF, he/she will maintain experience level in the displaced classification and qualify for reinstatement as per conditions described in this Article.
- E. If an employee displaces another employee as a result of utilizing procedures set forth herein, the displaced employee’s contract will be suspended and he/she shall be permitted to exercise the displacement rights of this section.
- F. In the event an employee does not desire to take any classification to which he/she may be entitled to under any of the above subsections, he/she shall have a one-time right to refuse to displace another employee. Such refusal places the employee on the recall list.
- G. Once placed on the recall list an employee will have the right to refuse one (1) offered position. If the employee refuses a second position forfeits all rights of recall and the Board’s obligation is terminated.
- H. Placement on the recall list shall not constitute an interruption in continuous service. However, the time that the employee was on such unpaid leave will not be counted in the total years of service in determining seniority rights.
- I. Employees who change classification as a result of utilizing the procedures contained herein shall be placed at the pay step in the new classification

closest to but not less than the hourly rate in the classification held at the time of RIF.

- J. Employees whose contracts have been suspended shall have the right to restoration of their contract in the reverse order of the suspension of their contracts for a period of twenty-four (24) calendar months after the affected date of suspension of their contract.
- K. Employees who wish restoration shall keep their current address on file with the Treasurer. Employees who do not respond to the restoration notice for five (5) school days (or fifteen (15) calendar days when school is not in session) after receipt of notice by certified mail (or if such notice is returned undeliverable) shall forfeit all right of restoration.

7.04 Job Security

- A. Any outsourcing of current unit positions will be considered only after options have been discussed between Administration and Association.
- B. Contracts for classified employees shall be filled according to ORC 3319.081.

Article 8 – Salary and Benefits

8.01 Compensation

- A. Reimbursement to all classified employees:
 - 1. Fingerprinting (which includes BCII and FBI)
 - 2. Drug/Alcohol Testing
 - 3. For the 2008 state mandated deadline (tentatively set for September 9, 2008) for BCII and FBI fingerprinting of classified employees, employees will be reimbursed for all BCII and FBI fingerprinting expenses except for \$20.00. After the initial 2008 state mandated deadline, classified employees will be reimbursed fully for all BCII and FBI fingerprinting expenses.
- B. State Mandated In-Service Workshops/Meetings

As of August 1, 1996, any employee or group of employees who are required by law or Board direction to attend in-service workshops or meetings which extend the workday or work year shall be compensated for and be reimbursed for all expenses incurred for said participation.
- C. Employee Education

Reimbursement of up to \$200 for pre-approved job related course work will be paid July 1st and upon verification of completion. This verification must be submitted before October 31.

D. Substitute

When the district determines that a substitute is needed, a substitute will be obtained by the supervisor/employee.

E. Lunch Period

All employees working in excess of four (4) continuous hours shall receive a duty-free, unpaid lunch period. When an employee takes meal time during an extra-curricular event, he/she will acknowledge and deduct the time on the submitted time sheet.

F. Cook's Inventory Procedure

Up to two (2) hours per month shall be authorized by each building administrator, as needed, for building Head Cooks to complete inventories.

G. Added Day – Cooks/Asst. Cooks and Aides

Cooks and assistant cooks will receive one (1) added day to their scheduled work year for the purpose of preparing the kitchens for the beginning of school.

Aides will receive one-half (1/2) added day to their scheduled work year for the purpose of preparing for the beginning of school.

H. Custodian's Weekend Building Check

Head building custodians or his/her designee will receive one hour of time for weekend building checks at one and one-half (1 ½) rate of the regular hourly wage. This will occur from November 1 through March 31. Time will be received and submitted on a time sheet.

I. Health Insurance Stipend

A \$1,200 stipend will be paid to employees who do not take health insurance. This stipend is for single or family plan and will be paid by November 30 following each school year in which the employee qualifies. The following procedures have been developed to guide consistent practice in awarding this stipend to those who elect not to take health insurance.

- 1) To be eligible for the entire \$1,200 stipend, eligible employees must not take health insurance from October 1 through September 30 of each year.
- 2) The insurance stipend is pro-rated for part-time employees, retirees, and employees who resign or are non-renewed.
- 3) The Treasurer's office will provide forms to employees by September 30; they must be completed and returned to Treasurer's office by October 30 each year.
- 4) The terminology "health insurance" refers to the hospitalization insurance program. The stipend is not applied to the vision or dental programs.
- 5) When Miami East insures one spouse, and both are employees of the district, the individual not enrolled in the health insurance program is eligible for the stipend.
- 6) Employees hired by the district after the insurance enrollment period and who do not request health insurance, or employees who drop insurance during the year and remain employed by the district until the end of the school year qualify for the stipend at a rate of \$100 per month.

8.02 Salary Adjustment

- A. For Employee Contract Duration information see Addendum B (Page 47)

Lower or higher rated classifications are determined by the base rate of pay according to Addendum "A" Salary Schedule. (Pages 42-45)

- B. When Moving from a Lower Rated Classification to a Higher Rated Classification

In the event an employee is promoted to a higher rated classification, outside of the employee's series, he/she will be placed on the step of the new classification that has the rate closest to, and greater than, the Pay rate he/she was previously receiving.

When placing the employee on the higher rated pay classification the employee will receive additional steps for district experience as follows:

Year(s) of Experience	Step Increase
0-4	1 step
5-9	2 steps
10-14	3 steps
15+	4 steps

(Example: If an Aide that is making \$14.06 at Step 7 is moving to a Secretary position, they would move first to \$14.22 at step 3 (Closest to and Greater than). Additionally for experience in the district of 7 yrs. they would then move up and additional 2 steps. This would finally place the employee at Step 5 making \$15.01.)

C. When Moving from a Higher Rated Classification to a Lower Rated Classification

In the event an employee chooses to move to a lower rated classification outside of the employee's series he/she will be placed on the step of the new classification that is closest to but not greater than half ($\frac{1}{2}$) of the previous step that was held in the former position.

(Example; An employee who is currently paid at step 10, then moves to a lower rated classification would be placed and paid at step 5 of the lower rated classification. Or if an Employee is on Step 7 they would be placed on the step that is $\frac{1}{2}$ of their step 3.5, since step 4 would be greater than $\frac{1}{2}$ of their step they would then be placed on step 3)

D. In the event an employee is promoted or demoted to a classification within a series, he/she will be placed on the same experience step of the newly acquired position. See Letter E for recognized employee classification series.

E. For the purposes of this Agreement, the following series shall be recognized:

- Custodian - (Head Custodian & Custodian)
- Bus Driver - (Transportation Coordinator & Bus Driver)
- Secretary - (High School Secretary & Secretary)
- Cook - (Head Cook & Asst. Cook, Cashier-Lunchroom)
- Aide - (Library, Educational, Special Education, Study Hall and Bus Aide)
- Computer - (Technology Facilitator, Technical Support Specialist)

- F. An employee who changes classifications shall retain the seniority status of the previously held position, and begins to accrue seniority in the newly acquired classification.
- G. New employees to the District may receive a maximum of three (3) years placement on the salary schedule based upon job related experience as determined by the Superintendent. SERS accumulative credit shall be a primary factor in determining job related experience based upon 180 days equals one full year of experience.
- H. New employees to the District holding an Associate's Degree or higher may receive an additional one (1) year placement on the salary schedule upon initial hiring.
- I. In the event of an absence of an employee when it is necessary to temporarily assign a "fill-in" employee or when there is a need to temporarily assign an employee to another classification, that employee shall receive the rate of pay of the higher classification that is closest to the rate of pay he/she receives in the lower rated classification. This provision shall not be in effect unless the assignment to the higher classification is for one (1) hours or more. If the temporary assignment is to a lower rated classification, the employee will continue to receive his/her regular rate of pay.

8.03 Insurance

- A. The Board shall provide a point-of-service health insurance plan as described below for each member of the staff who desires it or is eligible. The Board shall pay 85% of the monthly cost of the plan for either single or family coverage and each enrolled employee shall pay 15% of the cost. If both husband and wife are employed by the Board, the Board shall apply twice the amount of the single policy if the spouses request it. Part-time staff may acquire the same insurance protection by paying the pro-rated premium represented by the part of the day not worked by them.
- B. The Board shall continue to carry on payroll records the name of any employee whose sick leave accumulation has expired, or who is on a disability leave of absence or an approved leave of absence, for the purpose of group health insurance. It shall be the responsibility of the employee to pay the Treasurer the premium involved for this coverage.
- C. The Board shall pay for a term life insurance policy in the amount of \$37,000 double indemnity for each member of the staff.
- D. The Board shall provide a vision insurance plan for each member who desires it or is eligible. The Board shall pay 85% of the monthly cost of the

plan for the single or family coverage and each enrolled employee shall pay 15% of the cost. Coverage is subject to the plan of coverage provisions in effect with the coverage provider.

- E. The Board shall provide a dental insurance plan for each member of the staff who desires it or is eligible. The Board shall pay 85% of the monthly cost of the plan for each enrolled employee and each enrolled employee shall pay 15% of the cost. Coverage is subject to the plan of coverage provisions in effect with the coverage provider.
- F. All coverage set forth hereunder shall be subject to the provisions of the Board's contract with the carrier/provider including any coordination and subrogation of benefit provisions. Any coverage changes shall be subject to negotiations between the parties.
- G. Coverage hereunder shall be subject to any minimum enrollment requirements established by the carrier/provider.
- H. The carrier for the medical shall be at the choice of the Board provided that said coverage shall not be less than in effect as of the date of the signing of this Agreement. The Association shall be notified of any change in insurance carrier thirty (30) days prior to the effective date of any policy change.
- I. A pro-rated portion of the Board's contribution shall be paid on behalf of less than full-time employees enrolling in health, vision, and/or dental insurance as follows:

<i>Class I</i> – Employees who are working 6-8 hours per day and regular bus drivers	100% of Board contribution
<i>Class II</i> – Employees who are working 4 and up to 6 hours per day	50% of Board contribution
<i>Class III</i> – Employees who are working less than 4 hours per day	0% of Board contribution

8.04 Overtime

- A. Overtime payments shall be granted to all employees who are in an active pay status⁴ beyond forty (40) hours a week. Payment for such hours shall be at one and one-half (1 ½) times the employee's hourly rate of pay for all such time worked.
- B. Except for Bus Drivers, an employee called to work at a time disconnected from his/her normal work hours shall receive a minimum of one (1) hour's pay.

- C. Employees will receive time and one-half (1 ½) for any time worked beyond forty (40) hours in one work week. Employees will receive one and one-half (1 ½) times the “extra trip” rate or “extra-curricular” rate. Employees must turn in time sheets to the Treasurer’s Office by the end of the next pay period.
- D. Upon prior approval of the building principal/supervisor, employees who work beyond their regularly scheduled hours shall be paid for such hours worked at the applicable rate of pay.
- E. Normal or regular pay shall be determined by the affected employee’s rate of pay for all hours scheduled.

8.05 Mileage

Mileage will be paid for the use of private cars for school business for which authorization has been obtained, at the approved IRS rate per mile that is in effect on July 1 of any year of both in-district and out-of-district travel.

8.06 Unused Personal Leave

- A. Unused personal leave over 2 days will be converted to sick leave. These are the days left at the end of each year that are unused.
- B. If an employee has reached the maximum sick leave for severance purposes they can:
 - 1. Add to total accumulated sick leave to a maximum of 300 days
 - 2. Cash out
 - 3. Donate to sick leave bank.
- C. Cashed out equals \$50.00 a day if the employee works 4 hours or more per day and \$25.00 a day if the employee works less than 4 hours a day based on the current level of employment.

8.07 Direct Deposit

- A. The Board will require a direct deposit program and electronic notification for payroll for all regular full-time and regular part-time employees. Effective January 1, 2016, all employees will be required to participate in direct deposit and electronic notification.

- B. A qualified participant must bank with a financial institution that is able to receive Direct Deposits through electronic data transfer of funds.
- C. If there are any changes in the status of the account, the employee must contact the Treasurer's Office thirty (30) days in advance.

8.08 Credit Union

Credit Union deductions may be authorized at any time. Changes in deduction amounts shall be effective on the pay period following receipt of information from the credit union. Deductions will be made from each paycheck.

8.09 Annuity

- A. Approved annuity programs (Section 403b and 457b) will be authorized upon the written request of an employee. Payroll deductions of equal amounts throughout the year from each enrolling employees' pay will be made for those employees authorizing deductions. Changes in deductions shall be given to the Treasurer's office prior to the end of the second full week of September, January, and April. Such deductions will continue from year to year until said employee gives written notice to the Treasurer that they are to be discontinued.

Withholdings for annuities will be mailed to the annuity companies within five (5) days after receipt of the annuity billings.

8.10 Tax Deferred Plan

- A. The Board and the Association agree that the provisions of this provision, as a tax deferred plan, must be in full compliance with Internal Revenue Service Ruling 81-36, and be in compliance with all applicable laws as well as the following provisions:
 - 1. The Board agrees to authorize the Treasurer to reduce each employee's wages, including supplemental earnings to be paid after July 1, 1984, by the amount said employee is to contribute to his or her retirement system.
 - 2. The Board shall pay to SERS the amount of each employee's share in lieu of the individual employee's contribution.
 - 3. It is understood that it is the responsibility of each individual employee to make any necessary adjustment(s) in any other tax sheltered annuities he/she has in order to be in compliance with the IRS laws and regulations.

4. The Board is not liable, nor will it be held responsible, for any related legal IRS, SERS, or any other agencies' penalties or decisions concerning this plan now or in the future.
- B. The Association agrees to indemnify and save the Board harmless against any and all claims that shall arise out of or by reason of any action taken by the Board in compliance with provisions of the Article.

8.11 IRS 125 Plan

Members shall be offered the opportunity to participate in a full-range 125 Plan in accordance with Sections 125 of the IRS Code. All administrative costs shall be borne by the Board.

8.12 Severance Pay

- A. Upon retirement, personnel shall receive from the Board severance pay. The payment shall be equal to one-fourth (1/4) of the person's accumulated but unused sick leave, with a maximum of seventy-two and ½ days (72 ½) from a possible accumulated sick leave of 290 days. Payment shall be made using the employee's per diem rate at retirement.
- B. The payment shall eliminate all sick leave of record but shall not prevent the re-accumulation of sick leave upon re-employment.
- C. To qualify for severance pay, personnel must have been employed by a school district(s) in the State of Ohio during the last ten (10) years should make written request to the Treasurer of the Board within ninety (90) days of retirement. Payment shall be paid with proof of a bona fide disability or service retirement, in the form of a copy of the retired employee's first benefit check from the State Employees' Retirement System.

Article 9 – Grievances

9.01 Definitions

- A. A grievance is a complaint by an employee or the Association involving the alleged violation of a provision(s) of this Agreement.
- B. A grievant shall mean the Association, a person, or group alleging that some violation of this Agreement has actually occurred. A grievance alleged to be a "group" grievance shall have arisen out of substantially similar circumstances affecting each member of said group.
- C. Any action by the Board to terminate or not renew the contract of any employee, whether such employee is under a limited or continuing contract with the Board, or any recommendation by the Superintendent to terminate,

renew or not renew any such contract shall not be deemed a grievance and may not be processed as such.

9.02 Procedure

Step I – Informal Procedure

The aggrieved party shall discuss the grievance or complaint with the person who is directly concerned with the grievance in a face-to-face meeting. This shall be accomplished within twenty-five (25) work days after the grievant knows or should have known the act or condition on which the grievance is based. Failure to raise the alleged grievance as herein provided shall be considered as a waiver of the right granted in this Article.

Step II – Formal Procedure

If a satisfactory solution is not affected, the aggrieved party shall present his/her written grievance to the principal or immediate supervisor within seven (7) workdays after the informal meeting in Step I. The principal or immediate supervisor shall, within seven (7) workdays of receipt of the grievance, conduct a hearing concerning the grievance. The principal or immediate supervisor shall advise or counsel the aggrieved party and shall provide a written answer to the grievance and forward it to the concerned parties within seven (7) work days from the time of the hearing. If the immediate supervisor is the Superintendent, this step will be considered Step III and the grievance may move directly to Step IV.

Step III – Superintendent

If a satisfactory solution is not effected, the Association shall invoke Step III in writing and present same to the Superintendent within seven (7) work days after receiving the Step II answer. Any failure to invoke Step III as provided herein shall be considered as the parties having reached a satisfactory resolution of the alleged grievance. The Superintendent shall provide a hearing within seven (7) working days. The employee and his/her Association representative will be afforded the opportunity to present further information pertaining to the grievance. The Superintendent shall provide a written answer to the grievance and forward this response to the Association president and grievant within seven (7) work days from the time of the hearing.

Step IV – Federal Mediation and Conciliation

- A. If the action taken by the Superintendent or his/her designee does not resolve the grievance to the satisfaction of the Association or if no decision has been rendered by the Superintendent within seven (7) work days, the parties may mutually agree to submission of the grievance to Federal Mediation and Conciliation Service.

- B. The mediation team will consist of the Superintendent and up to three (3) designees and the Association President and up to three (3) designees including the grievant. This number does not include OEA and/or legal representation.
- C. Meetings held under this procedure shall be conducted at a time and place, which will afford a fair and reasonable opportunity for all persons to be present, as determined by the Superintendent and Association President. Such meetings will be held no later than thirty (30) days from the Superintendent's response or lack thereof in Step III. The equivalent to one full work day will be scheduled for mediation.
- D. Each party will be responsible for the fees and expenses of its representation. If consensus is reached, the grievance has been resolved and will be binding on all parties. A written summary will be disseminated to all involved parties. If the parties cannot mutually agree to submit the issue(s) to FMCS or consensus is not reached, the grievant may seek resolution through legal options.

9.03 Miscellaneous Provisions

- A. The aggrieved employee, the Board and/or representative of either shall not be denied the right to advice, counsel, and/or representation.
- B. A grievance may be withdrawn at any level without prejudice or record.
- C. If the employee and/or Association do not abide by the time limits set forth, they forfeit their right to continue to the next step of the grievance procedure.
- D. Any time limits or steps hereinbefore set forth may be modified with the mutual written consent of the parties.
- E. If the administrator does not abide by the time limits set forth, the employee filing the grievance and/or the Association may proceed to the next step.
- F. Mutually agreed informal meetings between the parties may be held during the time between steps in an effort to effect a satisfactory resolution to the problem.
- G. There will be no reprisals taken against any participant in the grievance procedure by reason of such participation.
- H. Meetings and hearings held under this grievance procedure shall be conducted at a time and place that will afford a fair and reasonable opportunity for all persons entitled to be present.

Article 10 – Labor Management Committee (LMC)

10.01 In order to provide a forum for good communications between the Administration and the Association, the Association President plus three (3) MEASP members and the Superintendent and two (2) other administrators shall meet upon request to discuss matters of mutual concern other than pending grievances and negotiations.

10.02 The parties may bring one (1) additional person to a meeting who is not employed by the District upon twenty-four (24) hours advanced notice. The party calling the meeting shall provide the other party with an agenda at least three (3) working days prior to the meeting, if possible. The party calling for the meeting shall assume the responsibility to keep and distribute written minutes from the meeting.

10.03 General LMC Guidelines

- A. While it is the intent that the LMC is to work to solve mutual problems, it is recognized that there is no obligation on the part of the parties to reach agreement on any topic. No agreement can change any item in the contract, but may be used to clarify or produce guidelines for implementation.
- B. The first meeting for the LMC will occur no later than October 31 of each year.
- C. LMC meetings will be held during the school hours and all employees in attendance will be paid at their current rate of pay.
- D. If the agenda so warrants, other bargaining unit members who may be impacted and other administrators may be invited to attend. Each party will be responsible for the selection of its additional representatives.

Article 11 – Transportation

11.01 Regular Routes

- A. Drivers living in the district shall use their residence as storage. Any driver living outside the District shall store their bus in the District or may keep the bus at their residence at the discretion of the Superintendent. A driver living outside the District shall begin and/or end the timing of their routes and extra trips at the District's border line.
- B. All drivers' daily timed runs shall be calculated on a storage to storage basis.

- C. Mid-day runs, such as special education pre-school, and extra trips shall be timed from departure to return from assigned storage locations. Adjustments will be made to the closest five minutes interval (i.e., 4:05, 4:10).
- D. Bus routes will be timed by the drivers from storage to storage for four consecutive days. When a discrepancy occurs, a process will be decided upon in a meeting by a committee established by the Association President and the Superintendent. This will be completed by October 1.

11.02 Fueling Time

Thirty (30) minutes of paid fueling time will be awarded to regular drivers each day for the purpose of cleaning, fueling, required daily inspections, and bus service at assigned garages.

11.03 Mandated In-Service

- A. Professional development for state mandatory training will occur between July 1 and June 30 and will apply to the state required training for the following school year.
- B. The Board agrees to pay for a minimum of 4.5 hours of training/in-service each year except in a year a driver completes recertification. In the year of recertification, the driver will be paid a maximum of 10.5 hours which is inclusive of the 4.5 hours paid annually.
- C. Additional hours of training or in-service may be paid upon prior approval of the Superintendent. The professional leave form (attachment G) must be completed and submitted to the Superintendent for any additional hour(s) of training. The professional leave form (attachment G) will change to reflect that submission of the form must occur only one (1) week prior to the date of the professional development.
- D. A monthly list of each driver's accumulated safety hours will be posted by the first work day of the month outside of the coordinator's office.

11.04 Incidental Compensation

- A. Regular bus drivers will be paid \$60.00 not later than March 1 annually for plug-in expenses.
- B. Bus drivers shall be reimbursed for CDL renewal costs (difference between a regular driver's license (Class C) and the cost of the CDL (Class B)).
- C. All drivers working in excess of six (6) continuous hours will take an unpaid thirty (30) minute duty free meal period. The driver will acknowledge any time taken for a meal and deduct the time from the submitted time sheet.

11.05 Monthly Meetings

- A. Monthly meetings will be scheduled to distribute trip tickets from the extra trip list and to discuss driver concerns.
- B. Drivers must be in attendance at the monthly meeting to receive trips except when on school business. A schedule of these meetings shall be determined and posted at the beginning of each school year.
- C. Drivers in attendance will be paid for the trip distribution. Attendance for the monthly meeting is voluntary.

11.06 Seniority List

A new seniority rotation list will be generated in August of each year.

11.07 Extracurricular/Field Trip Rate of Pay

The rate of pay will be (80%) of the regular rate, as per agreed upon schedule. The minimum time shall not be less than two (2) hours.

11.08 Scheduled Extracurricular/Field Trip Distribution

- A. If more than sixteen (16) students are to be transported to an event, a school bus and a bargaining unit driver, if available, will be used. In the event a school bus driver is unavailable, the supervisor may assign the trip to a non-bus driver as necessary without restriction.
- B. An extra trip list shall contain the date of the trip, the time, destination and activity/sport of all trips. When a driver accepts a trip from the list he/she will sign his/her name and phone number on the extra trip list sheet beside the trip he/she is driving. Then, the driver dates and initials the rotation list and the trip ticket. A copy of all monthly/weekly extra trips will be given to the drivers, the Athletic Director, and principals.
- D. At the monthly meeting both regular and substitute drivers shall be used in the offering of all extra trips, per seniority and rotation. If an extra trip should occur during the driver's regular run, he/she shall have the option whether to accept the extra trip or the regular run.
- D. Each monthly meeting's rotation will begin with a regular driver starting the trip rotation. Regular drivers will pick one trip per rotation. Substitute drivers will enter the trip selection process at the end of the second rotation of regular drivers and remain in the rotation the rest of the process for that meeting.

- E. In the event a trip in the monthly meeting that then changes to a drop and go route, a driver can choose to turn that drop and go back in. the driver would then go back to the top of the trip rotation.
- F. All regular drivers will be limited to one trip per week that interferes with the driver's regular route during the first twenty (20) school days.
- G. Drivers wishing to opt-in-opt-out of driving extra trips must do so in:
 - 1. Writing on the designated form no later than two (2) calendar weeks before the end of each quarter.
 - 2. Drivers wishing to take summer trips shall sign up with the bus coordinator by May 15 each year.
- H. If a driver signs up for extra trips and then decides he/she does not wish to take the trip, he/she shall forfeit the next turn in the rotation. In the event this should occur, the extra trip will then be offered from the weekly trip list. If a driver returns a trip less than one (1) week prior to the date of the trip, he/she will forfeit the next two (2) turns in rotation.
- I. If a driver is skipped for a rotation through no fault of the driver, the driver will be placed first in rotation until that driver has received two (2) trips to replace the skipped trip. Short notice and emergency trips shall be excluded.
- J. Overnight: Driver receives regular daily pay for each day on trip. Additionally, the driver receives own hotel accommodation for each night and reimbursement for meals up to \$10.00 per meal. Receipts must be submitted for reimbursement.
- K. 10-hour plus trips: Any trip over 10 hours total will receive a deduction in pay for the overage at a rate of sub pay per hour.

11.09 Unscheduled Extracurricular/Field Trips

- A. As extra trips become available between scheduled meeting dates, trips will be offered only at the beginning of the next work week(s) with the exception of short notice trips.
- B. A short notice trip is defined as an extra trip that cannot be filled at the weekly offering and must be filled before the next weekly offering. The short notice trip will be offered to the next driver in the weekly rotation. When drivers cannot be contacted to drive the short notice trip, they will not be penalized in the extra trip rotation.

- C. When emergency trips needing immediate attention arise, the Transportation Coordinator may fill the trip in any way necessary to meet the needs of the district.
- D. If there is no driver able to take the extra trip, the substitute list will be used. If no one is able to drive the extra trip from the sub list, the Transportation Coordinator shall make appropriate assignment in reverse seniority list order.

11.10 Trip Cancellation

If a trip is cancelled prior to the departure from storage, the driver will be offered the next available trip (moved to the top of the rotation, but not taken out of rotation). If a trip is cancelled or a breakdown occurs after the driver has left storage, the driver will have the choice of receiving a minimum of two (2) hours pay or be moved to the top of the rotation, but not taken out of rotation for the next available trip. This decision by the driver must be done prior to the offering of the next available trip.

11.11 Special Events

When special trips arise outside regular field trips the district may contract outside source for transportation.

11.12 Safety Meetings

The Bus Driver Safety requirements can be obtained by attending the four (4) hour safety meeting provided by the county in August, or by attending the two (2) hour meeting at the Piqua JVS and two (2) hours of safety provided by the Miami East Coordinator. Drivers not attending the suggested District Safety training will be responsible for obtaining their own training and the expenses associated with that training.

Article 12 – Implementation

12.01 Implementation

- A. The parties to this agreement each acknowledge that this agreement contains the entire agreement between the parties and neither party shall be obligated, during the term of this agreement, to negotiate matters contained in this agreement or matters not contained in this agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.
- B. This agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices between the Board and Association and constitutes the entire agreement between the parties. Any

amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by both parties.

- C. If, during the life of this Agreement, there exists an applicable law or any applicable rule, regulation or order issued by any government authority other than the Board, which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect thereafter so long as such law, rule, regulation or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any other remaining portions of this Agreement, which shall continue in full force and effect. In the event of suspension or invalidation of any provision of this agreement, the parties will meet and negotiate within thirty (30) calendar days after such event for the purpose of arriving at a mutually satisfactory replacement for such provision.

- D. Where this Agreement makes no specification about a matter, the Board and the Association are subject to all applicable federal, state or local laws, statutes, regulations or ordinances pertaining to the wages, hours and terms and conditions of employment or matters that impact wages, hours and terms and conditions of employment as defined by Ohio Revised Code 4117, for the employees in the bargaining unit.

12.02 No Strike/Lock Out

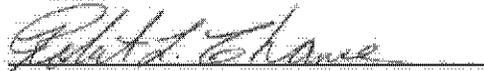
12.02 No Strike/Lock Out

- A. During the term of this Agreement, there shall be no lockout on the part of the Board, not any strike, stoppage, slowdown or other interruption of work for any cause by the employees or the Association.
- B. The Association agrees that it will not encourage, sanction or approve any strike, stoppage, slowdown or other interruption of work during the term of this Agreement and the Association will actively discourage any strike, stoppage, slowdown, or other interruption of work.
- C. In the event that employees not represented by the Association engage in any picketing, strike, work stoppage, or other interruption of work, it is understood that the employees covered hereunder shall continue to work during any such activity.

12.03 Duration

This Contract shall be effective at 12:01 on July 1, 2015, and shall remain in full force and effect through midnight June 30, 2019.

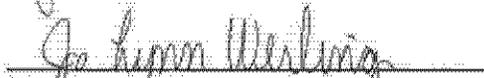
**Miami East Association
of Support Professionals**



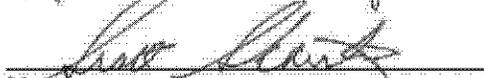
President, MEASP



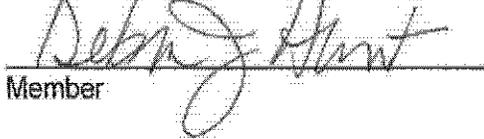
Member



Member

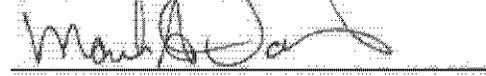


Member



Member

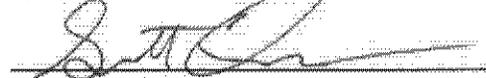
**Miami East Local School District
Board of Education**



President, Board of Education



Treasurer



Designated Representative



Designated Representative



Superintendent of Schools

Addendum A – 2015-2016 Salary Schedule

MEASP 15-16 2.5%	INDEX Double @ 18	CUST	BUS DRIVER	Transportation Coordinator	Secretary	Tech. Support Spec. Tech. Facilitator	HEAD COOK	ASST COOK	AIDE	BUS AIDE
0		14.60	15.63	18.30	13.05	13.25	12.39	11.40	11.62	9.97
1	1.03	15.04	16.10	18.85	13.44	13.65	12.76	11.74	11.97	10.27
2	1.06	15.48	16.57	19.40	13.83	14.05	13.13	12.08	12.32	10.57
3	1.09	15.91	17.04	19.95	14.22	14.44	13.51	12.43	12.67	10.87
4	1.12	16.35	17.51	20.50	14.62	14.84	13.88	12.77	13.01	11.17
5	1.15	16.79	17.97	21.05	15.01	15.24	14.25	13.11	13.36	11.47
6	1.18	17.23	18.44	21.59	15.40	15.64	14.62	13.45	13.71	11.76
7	1.21	17.67	18.91	22.14	15.79	16.03	14.99	13.79	14.06	12.06
8	1.24	18.10	19.38	22.69	16.18	16.43	15.36	14.14	14.41	12.36
9	1.27	18.54	19.85	23.24	16.57	16.83	15.74	14.48	14.76	12.66
10	1.3	18.98	20.32	23.79	16.97	17.23	16.11	14.82	15.11	12.96
11	1.33	19.42	20.79	24.34	17.36	17.62	16.48	15.16	15.45	13.26
12	1.36	19.86	21.26	24.89	17.75	18.02	16.85	15.50	15.80	13.56
15	1.39	20.29	21.73	25.44	18.14	18.42	17.22	15.85	16.15	13.86
18	1.45	21.17	22.66	26.54	18.92	19.21	17.97	16.53	16.85	14.46
21	1.48	21.61	23.13	27.08	19.31	19.61	18.34	16.87	17.20	14.76

Custodial Extra Curricular Rate - \$ 13.58

Extra Trip Rate is 80% of regular step rate of employee (see Section 11.07)

Transportation Coordinator will work a total of 7 hours per day for 186 days of the school year, which includes running a route. This position also requires 10 days before and 5 days after the posted school calendar at 6 hours per day with a total accumulation of 1392 hours per year.

Sub Pay - Once a sub has reached 10 consecutive days in the same position, they will receive a \$.50 per hour increase. When they have reached the 61st consecutive day in the same position they will receive an additional \$ 1.00 an hour increase.

Addendum B- 2016-2017 Salary Schedule

<u>MEASP</u> <u>16-17 2%</u>	<u>INDEX</u> <u>Double @ 18</u>	CUST	BUS DRIVER	Transportation Coordinator	Secretary	Tech. Support Spec. Tech. Facilitator	HEAD COOK	ASST COOK	AIDE	BUS AIDE
0		14.89	15.94	18.66	13.31	13.52	12.64	11.63	11.85	10.17
1	1.03	15.34	16.42	19.22	13.71	13.93	13.02	11.98	12.21	10.48
2	1.06	15.78	16.90	19.78	14.11	14.33	13.40	12.33	12.56	10.78
3	1.09	16.23	17.37	20.34	14.51	14.74	13.78	12.68	12.92	11.09
4	1.12	16.68	17.85	20.90	14.91	15.14	14.16	13.03	13.27	11.39
5	1.15	17.12	18.33	21.46	15.31	15.55	14.54	13.37	13.63	11.70
6	1.18	17.57	18.81	22.02	15.71	15.95	14.92	13.72	13.98	12.00
7	1.21	18.02	19.29	22.58	16.11	16.36	15.29	14.07	14.34	12.31
8	1.24	18.46	19.77	23.14	16.50	16.76	15.67	14.42	14.69	12.61
9	1.27	18.91	20.24	23.70	16.90	17.17	16.05	14.77	15.05	12.92
10	1.3	19.36	20.72	24.26	17.30	17.58	16.43	15.12	15.41	13.22
11	1.33	19.80	21.20	24.82	17.70	17.98	16.81	15.47	15.76	13.53
12	1.36	20.25	21.68	25.38	18.10	18.39	17.19	15.82	16.12	13.83
15	1.39	20.70	22.16	25.94	18.50	18.79	17.57	16.17	16.47	14.14
18	1.45	21.59	23.11	27.06	19.30	19.60	18.33	16.86	17.18	14.75

Custodial Extra Curricular Rate -\$13.85

Extra Trip Rate is 80% of regular step rate of employee

Transportation Coordinator will work a total of 7 hours per day for 186 days of the school year, which includes running a route.

This position also requires 10 days before and 5 days after the posted school calendar at 6 hours per day with a total accumulation of 1392 hours per year.

Sub Pay - Once a sub has reached 10 consecutive days in the same position, they will receive a \$.50 per hour increase. When they have reached the 61st consecutive day in the same position they will receive an additional \$1.00 an hour increase.

Addendum C- 2017-2018 Salary Schedule

<u>MEASP</u> <u>17-18 1%</u>	<u>INDEX</u> <u>Double @ 18</u>	<u>CUST</u>	<u>BUS</u> <u>DRIVER</u>	<u>Transportation</u> <u>Coordinator</u>	<u>Secretary</u>	<u>Tech. Support Spec.</u> <u>Tech. Facilitator</u>	<u>HEAD</u> <u>COOK</u>	<u>ASST</u> <u>COOK</u>	<u>AIDE</u>	<u>BUS</u> <u>AIDE</u>
0		15.04	16.10	18.85	13.44	13.66	12.77	11.75	11.97	10.27
1	1.03	15.49	16.58	19.42	13.84	14.07	13.15	12.10	12.33	10.58
2	1.06	15.94	17.07	19.98	14.25	14.48	13.54	12.46	12.69	10.89
3	1.09	16.39	17.55	20.55	14.65	14.89	13.92	12.81	13.05	11.19
4	1.12	16.84	18.03	21.11	15.05	15.30	14.30	13.16	13.41	11.50
5	1.15	17.30	18.52	21.68	15.46	15.71	14.69	13.51	13.77	11.81
6	1.18	17.75	19.00	22.24	15.86	16.12	15.07	13.87	14.12	12.12
7	1.21	18.20	19.48	22.81	16.26	16.53	15.45	14.22	14.48	12.43
8	1.24	18.65	19.96	23.37	16.67	16.94	15.83	14.57	14.84	12.73
9	1.27	19.10	20.45	23.94	17.07	17.35	16.22	14.92	15.20	13.04
10	1.3	19.55	20.93	24.51	17.47	17.76	16.60	15.28	15.56	13.35
11	1.33	20.00	21.41	25.07	17.88	18.17	16.98	15.63	15.92	13.66
12	1.36	20.45	21.90	25.64	18.28	18.58	17.37	15.98	16.28	13.97
15	1.39	20.91	22.38	26.20	18.68	18.99	17.75	16.33	16.64	14.28
18	1.45	21.81	23.35	27.33	19.49	19.81	18.52	17.04	17.36	14.89
21	1.48	22.26	23.83	27.90	19.89	20.22	18.90	17.39	17.72	15.20

Custodial Extra Curricular Rate - \$ 13.99

Extra Trip Rate is 80% of regular step rate of employee

Transportation Coordinator will work a total of 7 hours per day for 186 days of the school year, which includes running a route.

This position also requires 10 days before and 5 days after the posted school calendar at 6 hours per day with a total accumulation of 1392 hours per year.

Sub Pay - Once a sub has reached 10 consecutive days in the same position, they will receive a \$.50 per hour increase. When they have reached the 61st consecutive day in the same position they will receive an additional \$ 1.00 an hour increase

Addendum D- 2018-2019 Salary Schedule

<u>MEASP 18-19 1%</u>	<u>INDEX Double @ 18</u>	CUST	BUS DRIVER	Transportation Coordinator	Secretary	Tech. Support Spec. Tech. Facilitator	HEAD COOK	ASST COOK	AIDE	BUS AIDE
0		15.19	16.26	19.04	13.57	13.80	12.90	11.87	12.09	10.37
1	1.03	15.65	16.75	19.61	13.98	14.21	13.29	12.23	12.45	10.68
2	1.06	16.10	17.24	20.18	14.38	14.63	13.67	12.58	12.82	10.99
3	1.09	16.56	17.72	20.75	14.79	15.04	14.06	12.94	13.18	11.30
4	1.12	17.01	18.21	21.32	15.20	15.46	14.45	13.29	13.54	11.61
5	1.15	17.47	18.70	21.90	15.61	15.87	14.84	13.65	13.90	11.93
6	1.18	17.92	19.19	22.47	16.01	16.28	15.22	14.01	14.27	12.24
7	1.21	18.38	19.67	23.04	16.42	16.70	15.61	14.36	14.63	12.55
8	1.24	18.84	20.16	23.61	16.83	17.11	16.00	14.72	14.99	12.86
9	1.27	19.29	20.65	24.18	17.23	17.53	16.38	15.07	15.35	13.17
10	1.3	19.75	21.14	24.75	17.64	17.94	16.77	15.43	15.72	13.48
11	1.33	20.20	21.63	25.32	18.05	18.35	17.16	15.79	16.08	13.79
12	1.36	20.66	22.11	25.89	18.46	18.77	17.54	16.14	16.44	14.10
15	1.39	21.11	22.60	26.47	18.86	19.18	17.93	16.50	16.81	14.41
18	1.45	22.03	23.58	27.61	19.68	20.01	18.71	17.21	17.53	15.04
21	1.48	22.48	24.06	28.18	20.08	20.42	19.09	17.57	17.89	15.35

Custodial Extra Curricular Rate - \$ 14.13

Extra Trip Rate is 80% of regular step rate of employee

Transportation Coordinator will work a total of 7 hours per day for 186 days of the school year, which includes running a route.

This position also requires 10 days before and 5 days after the posted school calendar at 6 hours per day with a total accumulation of 1392 hours per year.

Sub Pay - Once a sub has reached 10 consecutive days in the same position, they will receive a \$.50 per hour increase. When they have reached the 61st consecutive day in the same position they will receive an additional \$ 1.00 an hour increase

Addendum B

Contracts for Classified Employees

1. Each Employee shall be issued a written contract. In addition, each year all employees shall be issued a salary notice by July First of each year.
2. Upon employment with the Miami East school District an employee shall be granted a One (1) year contract.
3. Upon the completion of the one year contract, if the employee is rehired for any part of the subsequent school year, the employee will be granted a Two (2) year contract.
4. Upon the completion of the Two year contract, if the employee is rehired for any part of the subsequent school year, the employee will be granted a continuing contract and the salary provided in the contract may be increased but not reduced unless such reduction is a part of a uniform plan affecting the classified employees of the entire district.
5. Contracts as provide for in this article may be terminated only in accordance with ORC 3319.081(C)
6. If the employee moves from one position to another, whether within their series or outside their series, (see Salary Adjustment 8.02 Letter D) the employee maintains the contract succession (1yr, 2yr, continuing) and simply transfers from one position to another. When moving to another series the employee retains the seniority status of the previously held position and begins to accrue seniority in the newly acquired classification starting at the least appropriate level. (Example; if they are new to the classification they begin at the bottom of seniority list in the new series. If they have previous experience within the new classification they begin at the seniority level they left off. {i.e. 1yr, 2yr, etc.})

Attachment A – Personal Leave Form

**MIAMI EAST LOCAL SCHOOL DISCRICT
NOTIFICATION OF USE OF PERSONAL LEAVE**

The Board recognizes the need for personal leave due to emergencies or personal business which cannot be handled outside the normal workday.

NAME: _____

BUILDING: _____

Date of Leave: _____ Half Day ___ a.m. ___ p.m. Whole Day _____

Employee Signature: _____

Date: _____

Principal: _____

Date: _____

APPROVED: _____

DISAPPROVED: _____

If leave request is disapproved, please state reason for such action:

Attachment B – Grievance Report Step II

GRIEVANCE REPORT

Building	Assignment	Name of Grievant	Date Filed
----------	------------	------------------	------------

Step II

A. Date Cause of Grievance Occurred:

B. Date of Informal Meeting:

C. 1. Statement of Grievance:

2. Relief Sought:

Date

Grievant Signature

1. Disposition by Principal/Supervisor:

Date

Principal/Supervisor Signature

Attachment C – Grievance Report Step III

GRIEVANCE REPORT

Building	Assignment	Name of Grievant	Date Filed
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Step III

A. Position of Grievant and/or Association:

Grievant and/or Association Signature

Date

Grievant and/or Association Signature

Date

B. Date Received by Superintendent:

C. Disposition by Superintendent:

Superintendent Signature

Date

Attachment D – Grievance Report Step IV (a)

GRIEVANCE REPORT

Building	Assignment	Name of Grievant	Date Filed
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Step IV (a)

A. Explanation of the Grievance:

_____ Grievant Signature	_____ Date
_____ Association Representative's Signature	_____ Date

B. Date(s) of Federal Mediation and Conciliation Service:

_____ Superintendent's Signature	_____ Date
_____ Association Representative's Signature	_____ Date

C: Superintendent
Treasurer

Attachment G - Professional Leave Form

**MIAMI EAST LOCAL SCHOOL DISTRICT
PROFESSIONAL LEAVE FORM**

Name: _____

Date: _____

I request permission to attend:

To be held in:

On the dates of:

Expenses (estimated):

Registration Fee: _____

Mileage: _____ @ _____ per mile

or sharing a ride with: _____

Housing: _____

Total Estimate Cost: _____

A Substitute will _____ /will not _____ be required.

It is understood that the approval of this request is contingent upon evident of adequate preparation for the continuation of the educational process (lesson plans, etc.) out of state travel requires prior Board approval.

Approved _____ Date: _____
Building Principal

Approved _____ Date: _____
Superintendent

Or denied because of:

Comments:

Please submit two (2) copies of the request with a copy of the registration form or other supportive data two (2) weeks prior to the date of the leave.

- Process form
1. Fill out professional leave form and give to immediate supervisor
 2. Make a hotel reservation if needed and request confirmation of room(s) reserved.
 3. Fill out requisition form for hotel expenses and give to immediate supervisor with the following written on the form:
 - A) Request a check to be cut for hotel expenses;
 - B) Tax Exempt Form;
 - C) Attach a copy of hotel confirmation for each room.
 4. Fill out mileage form after you return for mileage reimbursement.

Reminder: Upon your return, please send to the Central Office: An educational expense form, proof of registration, and receipts for other expenses.

Note:

1. Use this form to report seminars, workshops and conferences.

Glossary of Terms

1 Serious Health Condition

Serious health condition means an illness, injury, impairment, or a physical or mental condition that involves on the following:

- Inpatient care in a hospital, hospice, or residential facility
- A period of incapacity of more than three (3) consecutive calendar days that also involves continuing treatment by a health care provider
- Any period of incapacity because of pregnancy or for prenatal care
- Any period of incapacity or treatment for such incapacity because of a chronic health condition, such as asthma
- A period of incapacity that is permanent or long- term because of a condition for which treatment might not be effective
- Any period of absence to receive multiple treatments for a condition that would likely result in a period of incapacity of more than three (3) consecutive calendar days without such treatment.

2 Continuous Employment

Continuous employment shall include all time on sick leave, all time on Board approved paid leave of absence, all time on a military leave of absence, all time on disability retirement to a maximum of five (5) years, and all time during a suspension or non-renewal for reduction-in-force reasons if the employee is reinstated

3 Active Pay Status

Active Pay status shall include paid holidays, calamity days, jury duty, professional leave and illness or injury supported by a licensed physician who determines absence from work, or personal leave up to three (3) days with Superintendent's (or designee) approval.

